



United States  
Department of  
Agriculture



Federal Crop  
Insurance  
Corporation

FCIC-24070 (02-2024)

# **NURSERY VALUE SELECT PILOT CROP INSURANCE STANDARDS HANDBOOK**

## **2025 and Succeeding Crop Years**

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**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM PRODUCTION AND CONSERVATION  
RISK MANAGEMENT AGENCY**

<b>TITLE: NURSERY VALUE SELECT PILOT CROP INSURANCE STANDARDS HANDBOOK</b>	<b>NUMBER: FCIC-24070 OPI: Product Administration &amp; Standards Division</b>
<b>EFFECTIVE DATE: 2025 and Succeeding Crop Years</b>	<b>ISSUE DATE: February 29, 2024</b>
<b>SUBJECT:</b>  Provides underwriting procedures and instructions for administering the Pilot Nursery Value Select crop insurance program.	<b>APPROVED:</b>  <i>/s/ John W. Underwood for</i>  <b>Deputy Administrator for Product Management</b>

**REASON FOR ISSUANCE**

The Nursery Value Select Pilot Crop Insurance Standards Handbook is being issued and effective for the Nursery Value Select Pilot Crop Insurance Program for the 2025 Crop Year. This handbook replaces FCIC-24070, Risk Management Agency Nursery Value Select Pilot Crop Insurance Standards Handbook, dated February 28, 2022. This handbook is effective upon approval and until obsoleted.

**SUMMARY OF CHANGES**

Listed below are the changes to the 2025 FCIC-24070 Nursery Value Select Pilot Crop Insurance Standards Handbook with significant content change. All changes and additions are highlighted. Minor changes and corrections are not included in this listing. \*\*\* used throughout the handbook indicate where major deletions occurred.

<b>Reference</b>	<b>Description of Change</b>
Throughout	Updated the handbook to the newest EHS standards.
Throughout	Updated the handbook to replace references to variations of the word “reject” with variations of “not accept”.
<a href="#">Para. 3A</a>	Page 3: Included additional states in the list.
<a href="#">Para. 3B</a>	Page 3: Included additional states in the list.
<a href="#">Para. 11</a>	Page 7: Included additional states in the list.
<a href="#">Para. 13A</a>	Page 9: Added PO Box address exclusion.
<a href="#">Para. 13A</a>	Page 10: Revised Exhibit reference and added procedural requirements for prompt catalog uploads.
<a href="#">Para. 19A</a>	Page 31: Included additional states in the list.
<a href="#">Exhibit 8</a>	Page 59: Added checklist title; field for issue date; PO Box address exclusions; field for catalog and checklist date, AIP reviewer email address field, and AIP reviewer phone number.

# NURSERY VALUE SELECT PILOT CROP INSURANCE STANDARDS HANDBOOK

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## PART 1: GENERAL INFORMATION AND RESPONSIBILITIES

### 1 General Information

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#### A. Purpose and Objective

To provide instructions for underwriting nursery crops under the NVS CP and to assure uniform acceptance of nursery risks.

AIPs may develop forms that meet their internal systems and administrative needs. The forms must meet FCIC's approved standards contained in this handbook or as specified in FCIC-24040, the Document and Supplemental Standards Handbook, and provide all required information. Standards and examples contained in this handbook do not contain required statements. Refer to the FCIC-24040 to determine the applicable statements to be included on each form. The Collection of Information and Data (Privacy Act) Statement and the Nondiscrimination Statement must be included on any form the insured signs.

#### B. Source of Authority

The NVS pilot program was approved by the FCIC Board of Directors on November 15, 2019 under the authority of Section 523 of the Federal Crop Insurance Act.

#### C. Title VI of the Civil Rights Act of 1964

The USDA prohibits discrimination against its customers. Title VI of the Civil Rights Act of 1964 provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Therefore, programs and activities that receive Federal financial assistance must operate in a non-discriminatory manner. Also, a recipient of RMA funding may not retaliate against any person because they opposed an unlawful practice or policy, or made charges, testified or participated in a complaint under Title VI.

It is the AIPs' responsibility to ensure that standards, procedures, methods and instructions, as authorized by FCIC in the sale and service of crop insurance contracts, are implemented in a manner compliant with Title VI. Information regarding Title VI of the Civil Rights Act of 1964 and the program discrimination complaint process is available on the USDA public website at [www.ascr.usda.gov](http://www.ascr.usda.gov). For more information on the Non-Discrimination Statement, see the DSSH.

## 1 General Information (Continued)

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### D. Related Handbooks

The following table provides handbooks related to this handbook.

Handbook	Relation/Purpose
GSH	This handbook provides the official FCIC-approved standards for policies administered by AIPs under the General Administrative Regulations, Common Crop Insurance Policy Regulations Basic Provisions, including the Catastrophic Risk Protection Endorsement; the Area Risk Protection Insurance Regulations Basic Provisions; the Stacked Income Protection Plan of Insurance; the Rainfall Index Plan; and the Whole-Farm Revenue Protection Pilot Policy.
CIH	This handbook provides the official FCIC-approved underwriting standards for policies administered by AIPs for the General Administrative Regulations, Common Crop Insurance Policy Basic Provisions, and Area Risk Protection Regulations.
NVS LASH	Provides instructions for loss adjustment of nursery crops under the NVS CP and to assure uniform application of loss adjustment procedures.
DSSH	This handbook provides the official FCIC-approved form standards for use in the sale and service of any eligible Federal crop insurance policy; required statements and disclosures; and the standards for submission and review of non-reinsured supplemental policies in accordance with the SRA.

### E. Duration of Handbook

The NVS pilot program is authorized until terminated or converted to a permanent program by the FCIC Board of Directors.

### F. Area of Applicability

See actuarial documents for the pilot area.

## 2 Responsibilities

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### A. RMA Responsibilities

RMA will maintain and update this handbook as needed and provide guidance and clarifications to the AIP as requested.

### B. AIP Responsibilities

AIPs will utilize this handbook and other standards, procedures, and instructions as authorized by RMA for the purpose of selling and servicing the NVS Pilot Crop Insurance Program. AIPs should report program issues or concerns to RMA.

**A. Contract Change**

- (1) January 31 preceding the cancellation date for all Atlantic Coast states, Gulf Coast states, and West Virginia.
- (2) April 30 preceding the cancellation date for all other states.

**B. Sales Closing**

- (1) SCDs are shown in the actuarial documents. The program has two SCDs:
  - (a) All Atlantic Coast states, Gulf Coast states, and West Virginia: May 1 preceding the crop year (crop year begins June 1 and ends May 31).
  - (b) All other states: September 1 preceding the crop year (crop year begins October 1 and ends September 30). \*\*\*
- (2) New policy applications may be filed after the sales closing date. All applications, including those for new or amended coverage, are subject to a 30-day waiting period before commencement of coverage as specified in Section 9 of the CP. Carryover insureds may request changes to the coverage level and SV for a basic unit on or before the SCD.

**C. NVR, MUV, and Catalog Submission Deadlines**

- (1) New insureds: With the application.
- (2) Carryover insureds: On or before the SCD.

If an acceptable NVR is not provided by the SCD for any crop year, insurance will not attach until the 31st day (30-day waiting period) after all acceptable documents are received by the AIP.

**D. Insurance Attachment**

- (1) New insureds: The later of the 31st day (30-day waiting period) after the application and all required documentation is received by the AIP on June 1 or October 1, as applicable.

**D. Insurance Attachment (Continued)**

- (2) Carryover insureds: The later of the 31st day after an acceptable NVR and catalog are received by the AIP or June 1 or October 1, as applicable, after the SCD. If the insured fails to submit a new NVR on or before the SCD, insurance will not attach for the crop year.

The 30-day waiting period does not include the date the required documentation is received or the date insurance attaches. For example, an application and all required documentation are received on May 10. Insurance will not attach until the 31st day after the required documentation is received; therefore, insurance does not attach until June 10. However, premium will be owed for the entire month of June. The AIP may choose to not accept the application or documentation if it is determined that the information provided is incomplete or incorrect.

For each subsequent crop year, provided the insured has submitted all required documentation from Section 6(b) of the CP by the SCD, coverage will begin at the same coverage level and SV on June 1 or October 1, as applicable.

- (3) If the insured submits a new NVR by the applicable SCD, but the AIP notifies the insured the new NVR is unacceptable, the insured must provide an acceptable NVR within 30 days after the date of notice of an unacceptable NVR has been sent for insurance to attach for the crop year. \*\*\*
- (4) If an acceptable NVR is not submitted within the 30 days after the date of notice of not accepting, insurance will not attach for the crop year.
- (5) If an acceptable NVR is received within 30 days after not accepting, insurance will attach on the 31st day after all documents required for an acceptable NVR have been received by the crop insurance agent. The crop insurance agent is encouraged to transmit the documents to the AIP within five business days or a timeframe established by the AIP.

**E. Premium Billing**

The premium billing date is based upon the SCD.

- (1) May 1 SCD premium billing is March 1 of the following calendar year.
- (2) September 1 SCD premium billing is July 15 of the following calendar year.
- (3) The insured is responsible for premium based on:
- (a) The initial NVR and will be prorated from the month coverage begins as described in CP Section 6(d) if insurance attaches after the start date of the crop year.
- (b) A revised NVR and will be prorated from the month the revised coverage begins as described in CP Section 6(d) to the end of crop year.



**E. Premium Billing (Continued)**

- (4) For additional levels of coverage, the insured must pay an administrative fee for each insured plant category within each insured practice.
- (5) For CAT level of coverage, the insured must pay an administrative fee for each insured practice.

**F. Cancellation and Termination**

The cancellation and termination dates are:

- (1) May 31 for counties with a May 1 SCD; and
- (2) September 30 for counties with September 1 SCD.

**Note:** To be effective for the crop year, insureds must request to transfer the policy to a different AIP prior to the cancellation date, in accordance with procedures contained in the FCIC-18010 CIH. Any policy transferred after the SCD and prior to the cancellation date must have the same coverage levels, plant categories, etc., that were effective on the SCD.

**G. End of Insurance Period**

Insurance ends on the basic unit at the earliest of:

- (1) The date of final adjustment of a loss when the total of all indemnities equals the amount of insurance;
- (2) Harvest of the crop including removal of bare root nursery plant material from the field or removal of other insured plant material from the nursery;
- (3) For counties with a May 1 SCD, midnight local time May 31st of the following calendar year. For counties with a September 1 SCD, midnight local time September 30th of the following calendar year;
- (4) Abandonment or destruction of the crop; or
- (5) For specific plants, when determined to be discarded damaged or dead/ZMV plants.

## Important Dates (Continued)

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### H. Dates

Date Description	All Atlantic Coast States, Gulf Coast States, and West Virginia	All Other States
Sales Closing Date	05/01/20yy	09/01/20yy
Cancellation Date	05/31/20yy	09/30/20yy
Premium Billing Date	03/01/20yy+1	07/15/20yy+1
End of Insurance Date	05/31/20yy+1	09/30/20yy+1
Termination Date	05/31/20yy+1	09/30/20yy+1
Contract Change Date	01/31/20yy+1	04/30/20yy+1
Crop Year	20yy+1	20yy+1
Reinsurance Year	20yy	20yy+1

### 4 Policy and Application Change Form

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An application or policy change form (issued by the AIP) is required for adding a location (for example, a basic unit by non-contiguous land is elected on the field grown practice), making a change in the coverage level or SV, or electing the OLO. The insurance application/policy change form and the NVR are separate forms and will be treated as such in contract administration. The NVR is not an application and cannot be used to apply for coverage. Its purpose is substantially the same as an acreage report.

### 5-10 (Reserved)

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## PART 2: NURSERY VALUE SELECT PILOT CROP PROVISIONS

### 11 Availability

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The NVS pilot program is available to insureds in **all** states **and counties**. **\*\*\***

- (1) Crop insurance protection is available to all persons who operate a wholesale nursery that produces and markets nursery plants grown in standard nursery containers or in the field in accordance with the BP, SP, CAT Endorsement, and NVS Pilot CP.
  - (a) A wholesale nursery is a business enterprise that grows and markets nursery plants to retailers that resell plants to the end user, except for end-users such as landscape contractors, government entities or organizations, and commercial fruit producers. To qualify as a nursery under the CP, at least 40 percent of the gross income of the nursery must be derived from sales of plants at wholesale prices. Whether a nursery holds a wholesale license is not a determining factor in establishing if it qualifies as a wholesale nursery under the CP.
  - (b) The percentage of nursery plants sold at wholesale prices is determined by dividing the dollar amount of wholesale plant sales by the total dollar amount of combined retail and wholesale plant sales. Income from other operations including landscaping, chemical sales, other nursery-related products, production of other crops or livestock or any other business enterprise not related to the nursery inventory are not to be included in this calculation.
- (2) All applicants must be eligible for crop insurance benefits and not be listed on the Ineligible Tracking System. Any producer who is ineligible because of debt may subsequently become eligible by paying the debt or executing a written payment agreement (see Section 2 of the BP). Such producers may then apply for NVS for the remainder of the crop year if the application is received more than 30 days before the end of the crop year. Refer to **Section 2(f)** of the BP and 7 CFR Part 400 subpart U for provisions and regulations regarding insurance eligibility.
- (3) A nursery may insure one or both insurable practices (field grown and container grown). A basic unit, unless it is further divided into basic units by plant category in accordance with **Section 2** of the CP, is all insurable plants within each practice that you elect to insure. For example, a nursery may insure one practice at CAT level of coverage and the other practice at an additional level of coverage.
  - (a) For additional level of coverage:
    - (i) a basic unit may be divided into additional basic units using either of the following method:
      - (A) each plant category the insured chooses to insure within an insured practice; or

## 11 Availability (Continued)

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- (B) non-contiguous land for the field grown practice. Each basic unit established by plant category can have a different coverage level.
- (ii) all plant categories within an insured practice are not required to be insured. An administrative fee will be charged for each plant category insured.
- (b) For CAT level of coverage, all plant categories within a practice must be insured. An administrative fee will be charged for each insured practice.
- (c) An insured cannot have a policy under both the Nursery Crop Provisions and under the NVS Crop Provisions on the same practice for the same crop year. However, the insured may have a Nursery Crop Provisions policy on one practice (e.g., field grown) and NVS Crop Provisions policy on another practice (e.g., container grown).

## 12 Coverage Levels

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- (1) Changes to coverage level elections are limited as follows:
  - (a) for new policies: Changes may not be made after the date of the application.
  - (b) for carryover policies: Coverage level changes can be made only by filing a policy change form and a new NVR on or before the SCD. The AIP has the right to **not accept** a timely-requested coverage level change for the crop year if a loss occurs within 30 days of the date the request is made.
- (2) For CAT level of coverage policies: The amount of insurance is 50 percent of the SV multiplied by 55 percent (price election) and multiplied by the insured's share. CAT level of coverage must be elected at the practice level. If the insured elects the CAT level of coverage for a practice, all plant categories under the practice are insured at the CAT level of coverage.
- (2) For additional level of coverage policies: The amount of insurance for each basic unit equals the SV multiplied by the coverage level percent and the insured's share. The coverage levels a nursery may choose are 50 to 75 percent, in five percent increments.
  - (a) For basic units by plant category, the insured may select a different coverage level for each insured plant category.
  - (b) For basic units by non-contiguous land, the insured must select the same coverage level for all basic units.
- (4) For each subsequent crop year, unless changed by the insured's renewal application, coverage will begin at the same coverage level and SV on June 1 or October 1, depending on the SCD. The insured must certify on the NVR there has been no material change from the previous crop year.

[Exhibit 9](#) illustrates allowable coverage levels.

**A. Catalogs**

New insureds must submit two printed copies or one electronic copy of the most recent catalog(s) to the AIP with their application. If the new insured fails to provide an NVR or an acceptable catalog (i.e., does not meet the criteria in (2) below) with the application for any crop year, insurance will not attach until the 31st day after all such acceptable documents have been received by the crop insurance agent.

Carryover insureds must submit two printed copies or one electronic copy of the most recent catalog(s) to the AIP with the NVR. If the carryover insured fails to provide an acceptable catalog (i.e., does not meet the criteria in (2) below) insurance will not attach until the 31st day after all such acceptable documents have been received by the AIP.

The catalog must be in a format that meets the requirements of **Section 6(k)** of the CP. These requirements are shown below.

- (1) If the catalog is provided electronically, it must be in a format suitable for printing.
- (2) To be acceptable, a catalog must:
  - (a) be typewritten or printed and legible and must be the same catalog provided to customers. All discounts must also be provided regardless of whether they are provided to a single customer or multiple customers.
  - (b) contain all of the following information:
    - (i) issue date (season and year or month and year) on the cover page (may be handwritten).
    - (ii) name, address (**excluding PO boxes**), and phone number of the nursery.
    - (iii) each plant's name (botanical or common), plant or container size, and wholesale price.
- (3) If the nursery publishes more than one edition of its catalog offering different plants (e.g., a fall catalog and a spring catalog), two printed copies or one electronic copy of the most recent edition for each season must be submitted for each crop year at the time the initial NVR is submitted. The catalog submitted with the original NVR may be used for purposes of a revised NVR, unless the nursery submits a newer catalog.
- (4) If both a spring and fall catalog are submitted by an insured, the prices for plants will be selected from the appropriate catalog at time of loss.

**A. Catalogs (Continued)**

- (5) If the insured has plants within an insured plant category in the nursery that are not yet available for sale and are not included in the catalog, the insured must submit a supplement to the catalog containing these plants and the value of these plants must be reflected in the MUVP.
  - (a) At a minimum, the supplement must meet all the requirements stipulated in 2(b).
  - (b) The plants for which the revised catalog or supplement is submitted will not be insurable until the 31st day after the revised catalog or supplement is received by the crop insurance agent.
- (6) The AIP shall review the catalogs. The AIP shall **not accept** those that do not meet the policy criteria and notify the insured or applicant in writing of the reason for **not accepting** by providing a copy of a completed and signed Nursery Catalog Checklist (see [Exhibit 8](#)) explaining the deficiencies and reason catalog **is not accepted**.
- (7) AIPs shall submit one copy of the acceptable catalog, along with a completed and signed Nursery Catalog Checklist (see [Exhibit 8](#)) to the **RMA RO on a timely basis**. The preferred method of transmittal is through the ROE system (refer to Appendix III for guidance). **Failure to upload the catalog and checklist to ROE within 60 days after the AIP receives the catalog will result in an AIP Scorecard Error. Uploading an unacceptable catalog will also result in an AIP Scorecard Error.**
  - (a) The AIP must **ensure the date the catalog is received is documented on both the catalog and checklist**.
  - (b) The Checklist must contain the crop year, state, county, policy number, nursery name on catalog (if different than the insured's name), agent's name and servicing company and be submitted with the catalog.
  - (c) The AIP's copy of the catalog will be maintained in the insured's official file.
  - (d) If a pattern, practice, or trend of unacceptable catalogs submitted by the AIP is identified, the RO will notify the AIP and refer to the appropriate RMA Regional Compliance Office.
  - (e) Catalogs submitted by more than one insured entity that appear to be substantially the same, except for the front cover, must be referred to the appropriate RMA Regional Compliance Office for investigation.

**B. Sales Records**

- (1) Verifiable sales records requirements must have:
  - (a) the name and address of the purchaser and the date of sale;
  - (b) the complete botanical or common name and number of the specific plant(s) sold and delivered; and
  - (c) the actual wholesale price excluding the following:
    - (i) discounts and shipping charges; and
    - (ii) any similar amounts that do not directly relate to the wholesale value of the specific plants purchased and received.
- (2) For a sales record to be used it must:
  - (a) represent contracted sales for delivery during the current crop year; or
  - (b) represent sales from 60 days, or 12 months, as applicable, prior to the loss occurrence;
  - (c) include the specific plant name(s) and wholesale price of sale;
  - (d) list any discount(s) applied; and
  - (e) represent a transaction with a disinterested third party.

**C. MUVP**

- (1) Insureds must submit a copy of their MUVP for each **basic unit** each crop year as a condition of insurance.

**Exception:** in lieu of submitting a new MUVP for the crop year, the insured may certify on the NVR that the previously-submitted MUVP continues to represent the values for the next crop year.
- (2) The MUVP:
  - (a) contains the insured's assessments (based on knowledge of past sales, inventory records, prior sales prices, etc.) of the maximum expected values that will be in each insured plant category for additional levels of coverage, and all plant categories for CAT level of coverage, within each basic unit for each month of the crop year.
  - (b) must be submitted for each basic unit.
  - (c) must be on our form and is made part of the NVR.

**C. MUVP (Continued)**

- (3) One approach for this valuation is set forth below, but it is not the only method. The insured identifies the anticipated specific plants within each plant category in a basic unit and:
- (a) determines the anticipated total number of each of these specific plants on the operation during each month of the insured crop year;
  - (b) multiplies the appropriate approved sales value for each specific plant by the number of that specific plant determined in (a); and
  - (c) sums all the values from (b) for each month.

Refer to [Exhibit 5](#) for an example of an MUVP.

14 Insurable Plants

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**A. Nursery Plants**

Plants meeting the requirements of the Nursery CP and SP are insurable.

**B. Plant Categories**

The CP lists the plant categories insurable under NVS. For convenience these are listed below. The list of genera contained within each Plant Category serves as a guide to assign plants to a Plant Category. As indicated in some of the Plant Category Definitions, the specific plants may display attributes of a different Plant Category depending on the location in which it is grown. In this case, use the Plant Category definitions to determine the most appropriate Plant Category.

(1) Liners

Plants of any species produced in standard nursery or greenhouse containers such as plug trays, sheet pots, tray packs, and bedding packs with cells equal to or greater than 5/8-inch across, but less than 3 inches across at the widest point of the cell interior. These plants must have an established root system reaching the sides of the container, and they must maintain a firm root ball when lifted from the container.

- (a) Liners in trays containing multiple species, subspecies, varieties or cultivars are not insurable.
- (b) Plants in connected containers (i.e., plug trays, sheet pots, tray packs and bedding packs) with cells larger than 3 inches across at the widest point of the cell interior are insurable under their appropriate category rather than as Liners. In case of a loss, each cell in these larger plug trays, sheet pots, tray packs and bedding packs is treated as a separate container.



**B. Plant Categories (Continued)**

- (c) For cold protection purposes, liners consisting of Annual Plants, Palms, Cycads and Plants Grown for One Year or Less, have separate cold protection requirements from liners consisting of perennials other than Palms, Cycads and Plants Grown for One Year or Less.

(2) Annual Plants and Plants Grown for One Year or Less

- (a) Plants that complete their Life Cycle within one year including summer annuals and winter annuals.

Genera Included: *Abelmoschus, Agalinis, Ageratum, Alcea, Amaranthus, Anagallis, Anethum, Angelica, Anthriscus, Antirrhinum, Amoracia, Beta, Bidens, Brachyscome, Brassica, Browallia, Calandrinia, Calendula, Cannabis\*, Capsicum, Carum, Celosia, Chamaecrista, Chrysocephalum, Cistanthe, Citrullus, Cleome, Coriandrum, Cosmos, Cryptotaenia, Cucumis, Cucurbita, Daucus, Eruca, Eschscholzia, Eustoma, Exacum, Flaveria, Foeniculum, Gomphrena, Hebenstretia, Herniaria, Hunnemannia, Impatiens, Isatis, Lobularia, Luffa, Lunaria, Matricaria, Matthiola, Murdannia, Nemesia, Nicotiana, Nierembergia, Ocimum, Oryza, Pericallis, Perilla, Petroselinum, Petunia, Pimpinella, Salpiglossis, Solanum, Stevia, Tagetes, Torenia, Valerianella, Verbascom, Viola, Zea, Zinnia.*

\**Cannabis sativa L* is the only species insurable under the genus *Cannabis*.

- (b) In addition to the Annual Plants in this category, also included are herbaceous plants that are not Annual Plants, but they are plants that are grown for one year or less, mainly for annual seasonal celebrations, annual seasonal gardens and annual seasonal special occasions.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Colocasia, Lilium, Musa, Poinsettia, Solanum, Other Non-Annual Specific-use Species.*

(3) Herbaceous Biennial and Perennial Plants

Plants that have non-woody stems and live for more than one year. In temperate zone winters, the above-ground growth of Herbaceous Biennial and Perennial Plants may die back to the ground; however, these Biennial and Perennial Plants remain insured as Herbaceous Biennial and Perennial Plants.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Acaena, Acanthus, Achillea, Achlys, Acinos, Acemila, Acmispon, Aconitum, Acorus, Acrostichum, Actaea, Adenophora, Aegopodium, Aethionema, Agapanthus, Agapetes, Agastache, Ageratina, Agoseris, Agropyron, Agrostis, Ajuga,*

**B. Plant Categories (Continued)**

## (3) Herbaceous Biennial and Perennial Plants (Continued)

*Alcea, Alchemilla, Alisma, Allium, Alonsoa, Alopecurus, Aloysia, Alstroemeria, Alpina, Alyssum, Alyxia, Amaryllis, Ambrosia, Ammophila, Amomum, Amorpha, Amorphophallus, Ampelaster, Ampelodesmos, Amphicarpum, Amsonia, Anacyclus, Anaphalis, Anchusa, Andreopogon, Androsace, Andryala, Anemanthele, Anemone, Anemonopsis, Anemopsis, Angelonia, Anigozanthos, Antennaria, Anthemis, Anthericum, Anthoxanthum, Anthyllis, Apium, Aquilegia, Arabis, Arachis, Arachniodes, Aralia, Araujia, Arctanthemum, Arctotis, Arenaria, Argentina, Argyranthemum, Arisaema, Arisarum, Aristea, Aristida, Aristolochia, Ameria, Arnica, Amoglossum, Arrhenatherum, Artemisia, Arthropodium, Arum, Aruncus, Arundo, Asarina, Asarum, Asclepias, Asparagus, Asperula, Asphodeline, Astelia, Aster, Asteriscus, Astilbe, Astilboides, Astragalus, Astantia, Arystasia, Aubrieta, Aureolaria, Aurinia, Azara, Azorella, Babiana, Bacopa, Bailey, Ballota, Balsamorhiza, Baptisia, Bauera, Baumea, Beckmannia, Beesia, Bellis, Bellium, Bergenia, Bertandiera, Bessey, Billardiera, Blephilia, Boehmeria, Boesenbergia, Bolax, Bolboschoenus, Boltonia, Bomarea, Borago, Bothriochloa, Bouteloua, Bouvardia, Boykinia, Brachyglottis, Brachypodium, Brillantaisia, Briza, Bromus, Brunnera, Buchloe, Bulbinella, Buphthalmum, Burbidgea, Butomus, Caladium, Calamagrostis, Calamintha, Calamovilfa, Calceolaria, Calibrachoa, Callirhoe, Callisia, Calostemma, Caltha, Calylophus, Calystegia, Camassia, Campanula, Canistrum, Canna, Cardamine, Carduncellus, Carex, Carlina, Carpobrotus, Castilleja, Catananche, Catha, Catharanthus, Caulophyllum, Cautleya, Centaurea, Centaurium, Centella, Centradenia, Centranthus, Centratherum, Cephalaria, Cephalotus, Cerastium, Ceratostigma, Ceropogia, Chaenorhinum, Chamaebatiaria, Chamaemelum, Chasmanthe, Chasmanthium, Chelanthus, Chelone, Chenopodium, Chiastophyllum, Chimaphila, Chondropetalum, Christia, Chysactinia, Chrysanthemopsis, Chrysanthemum, Chrysogonum, Chrysobalanus, Chrysopsis, Chrysothemis, Cicuta, Cinna, Cirsium, Cladium, Claytonia, Cleretum, Clinanthus, Clinopodium, Clintonia, Clivia, Coix, Colchicum, Coleostephus, Colocasia, Comanthosphace, Comptonia, Conoclinium, Consolida, Convallaria, Coptis, Coreopsis, Cornukaempferia, Coronilla, Corydalis, Corynephorus, Corynocarpus, Costus, Cotula, Crambe, Craspedia, Crinum, Crocosmia, Crossopetalum, Cryptanthus, Cryptogramma, Cuphea, Curuligo, Curcuma, Cyclamen, Cymbopogon, Cynara, Cypella, Cyperus, Crytanthus, Cystopteris, Dactylis, Dahlia, Dalea, Dampiera, Danthonia, Darlingtonia, Damera, Daubenya, Degenia, Delosperma, Delphinium, Dennstaedtia, Deparia, Deschampsia, Desmanthus, Desmodium, Dianella, Dianthus, Diarrhena, Diascia, Dicentra, Dichondra, Dichorisandra, Dicliptera, Dictamnus, Didelta, Dierama, Dietes, Digitalis, Dimerocostus, Dimorphotheca, Dionaea, Dioscorea, Dipogon, Dischidia, Disporopsis, Diporum, Dissotis, Distichlis, Doellingeria, Doronicum, Dorycnium, Doryopteris, Douglasia, Draba, Dracocephalum, Drimiopsis, Drosera, Duchesnea, Dudleya, Dulichium, Dymondia, Dyschoriste, Echeandia, Echeveria, Echinacea, Echinops, Echinopsis, Echium, Edraianthus, , Eichhornia, Eleocharis, Elettaria, Ellisioiophyllum, Elymus, Encelia, Epigaea, Epilobium, Epimedium, Equisetum, Eragrostis, Eremurus, Erigeron, Erinus, Eriophorum, Eriophyllum, Eritrichium, Emodia, Erodium, Eryngium, Erysimum, Erythronium, Etlingera, Eucomis, Eupatorium, Euphorbia, Eurybia, Euryops, Euthamia, Eutrema, Eutrochium, Evolvulus, Faidherbia, Fallopia, Farfugium, Felicia,*

## B. Plant Categories (Continued)

## (3) Herbaceous Biennial and Perennial Plants (Continued)

*Festuca, Filipendula, Fragaria, Francoa, Freesia, Fritillaria, Fumana, Gaillardia, Galanthus, Galax, Galega, Galium, Galtonia, Garberia, Gasteraloe, Gaura, Gazania, Gelsemium, Gentiana, Geogenanthus, Geranium, Gerbera, Geum, Gilia, Gillenia, Gladiolus, Glandularia, Glaucidium, Glechoma, Globba, Globularia, Gloriosa, Gloxinia, Glyceria, Goniolimon, Grindelia, Gunnera, Gypsophila, Habranthus, Hacquetia, Haemanthus, Hakonechloa, Harpochloa, Hedychium, Hedysarum, Helenium, Helianthemum, Helianthus, Helichrysum, Heliconia, Helictotrichon, Heliopsis, Heliotropium, Helleborus, Hemerocallis, Hepatica, Heracleum, Hermannia, Hesperantha, Hesperis, Heterocentron, Heterospathe, Heterotheca, Heuchera, Heucherella, Hibiscus, Hieracium, Hierochloa, Hippeastrum, Hippocrepis, Hirpicium, Hoffmannia, Holcus, Homalomena, Homeria, Hordeum, Horminum, Hosta, Houstonia, Houttuynia, Humulus, Hyacinthoides, Hyacinthus, Hydrastis, Hydrocotyle, Hydrophyllum, Hymenocallis, Hymenoxys, Hypericum, Hypoxis, Hypsela, Hyssopus, Hystrix, Iberis, Iliamna, Imperata, Incarvillea, Inula, Ipheion, Ipomopsis, Iris, Isolepis, Isotoma, Iva, Ixia, Jacobaea, Jamesbrittenia, Jeffersonia, Jovellana, Jovibarba, Juanulloa, Juncus, Kadsura, Kaempferia, Kalimeris, Kennedia, Kirengeshoma, Kleinia, Knautia, Kniphofia, Koeleria, Kosteletzkya, Krigia, Kuhnia, Lablab, Laccospadix, Lamium, Lampranthus, Lamprocapnos, Lapageria, Lasiacis, Lathyrus, Ledebouria, Leersia, Leonotis, Leontopodium, Leonurus, Lepidium, Leptinella, Leptodactylon, Lespedeza, Lesquerella, Lessingia, Leucanthemopsis, Leucanthemum, Leucojum, Leucosceptrum, Levisticum, Lewisia, Leymus, Liatris, Libertia, Licania, Ligularia, Lilium, Limonium, Linaria, Lindneria, Linnaea, Linum, Lippia, Liriope, Lithodora, Lithospermum, Lobelia, Lomandra, Lophospermum, Lotus, Ludwigia, Lupinus, Luzula, Lychnis, Lycium, Lycopus, Lygeum, Lysichiton, Lysimachia, Lythrum, Machaeranthera, Macleaya, Macropidia, Maianthemum, Malephora, Malva, Manettia, Manfreda, Marrubium, Marshallia, Matteuccia, Maurandella, Mauranthemum, Mazus, Mecardonia, Meconopsis, Meehania, Melampodium, Melica, Melinis, Melissa, Mentha, Mentzelia, Merremia, Mertensia, Mesembryanthemum, Micromeria, Miliun, Mimulus, Minuartia, Mirabilis, Miscanthus, Mitchella, Mitella, Mitaria, Molinia, Monarda, Monardella, Monocostus, Montiopsis, Moraea, Morina, Mucuna, Muehlenbeckia, Muhlenbergia, Mukdenia, Mukgenia, Muscari, Musella, Myoporum, Myosotis, Myrrhis, Napaea, Narcissus, Nassella, Nasturtium, Nauplius, Nautilocalyx, Nelumbo, Nematanthus, Neomarica, Nepeta, Nerine, Nipponanthemum, Nototrichium, Nuphar, Nymphaea, Odontonema, Oenanthe, Oenothera, Oligoneuron, Olsynium, Omphalodes, Onoclea, Onopordum, Ophiopogon, Origanum, Ornithogalum, Orostachys, Orthosiphon, Orthrosanthus, Oryzopsis, Osbeckia, Osmorhiza, Osmunda, Osteospermum, Otacanthus, Oxalis, Oxera, Oxypolis, Oxytropis, Pachysandra, Packera, Paeonia, Panax, Panicum, Papaver, Paradisea, Pardancanda, Parnassia, Parochetus, Paronychia, Parthenium, Paspalum, Passiflora, Patrinia, Pedicularis, Pelargonium, Pellionia, Peltandra, Peltoboykinia, Pennisetum, Penstemon, Pentalinon, Pentas, Penthorum, Peristrophe, Perityle, Perovskia, Persicaria, Petasites, Petchoa, Petrocallis, Petrocoptis, Petrophytum, Petrorhagia, Peucedanum, Phacelia, Phaedranassa, Phalaris, Phenimus, Phegorpteris, Phlomis, Phlox, Phormium, Phragmites, Physalis, Physostegia, Phyteuma,*

## B. Plant Categories (Continued)

## (3) Herbaceous Biennial and Perennial Plants (Continued)

*Pilosella, Pinellia, Pinguicula, Piper, Pistia, Pityopsis, Platycodon, Plecostachys, Poa, Podophyllum, Podonatherum, Pogostemon, Polermonium, Polianthes, Poliomintha, Polygala, Polygonatum, Polystichum, Pontederia, Porana, Portea, Portulaca, Pratia, Prenanthes, Primula, Pritzelago, Prosartes, Prunella, Pseudoroegneria, Psilostrophe, Pteridium, Pterocephalus, Ptilotus, Pulmonaria, Pulsatilla, Pycnanthemum, Quisqualis, Ranunculus, Raoulia, Ratibida, Rehmannia, Reineckia, Reseda, Rheum, Rhodanthemum, Rhodiola, Rhodochiton, Rhodocoma, Rhodohypoxis, Rhodophiala, Rhynchospora, Rivina, Rodgersia, Rohdea, Romneya, Roscoea, Rosularia, Rubia, Rudbeckia, Ruellia, Rumex, Rupicapnos, Saccharum, Sagina, Sagittaria, Salvia, Sanguinaria, Sanguisorba, Santolina, Sanvitalia, Saponaria, Sarcandra, Sarracenia, Saruma, Satureja, Saururus, Saxifraga, Scabiosa, Scadoxus, Schaefferia, Schaueria, Schizachyrium, Schizostylis, Schoenoplectus, Scilla, Scirpus, Scleranthus, Scrophularia, Scutellaria, Sedum, Selliera, Semiaquilegia, Sempervivum, Senecio, Seseli, Sesleria, Sesuvium, Setaria, Sida, Sidalcea, Silene, Silphium, Sinacalia, Sinofranchetia, Siphonochilus, Sisyrinchium, Sium, Smilacina, Solandra, Soldanella, Soleirolia, Solidago, Solidaster, Sorghastrum, Sparaxis, Sparganium, Spartium, Sphaeralcea, Sphagneticola, Spigelia, Spodiopogon, Sporobolus, Sprekelia, Stachys, Stachytarpheta, Stachyurus, Stahlianthus, Stemodia, Stenomesson, Stenotus, Stephanotis, Stipa, Stokesia, Strelitzia, Streptocarpus, Streptopus, Stylium, Stylophorum, Succisa, Sutera, Swainsona, Symphyandra, Symphyotrichum, Symphytum, Symplocarpus, Symplocos, Synthyris, Talinum, Tanacetum, Tapeinochilus, Tecomanthe, Telekia, Tellima, Telosma, Tephrosia, Tetradenia, Tetraneuris, Teucrium, Thalia, Thalictrum, Thelypteris, Themeda, Thermopsis, Thlaspi, Thymophylla, Thymus, Thysanolaena, Tiarella, Tithonia, Tolmiea, Townsendia, Trachelium, Trachelospermum, Trachystemon, Tradescantia, Triadenum, Tricyrtis, Trifolium, Trillium, Trimezia, Tripogandra, Tripsacum, Tritoleia, Tritonia, Trollius, Tropaeolum, Tulbaghia, Turnera, Tussilago, Tweedia, Typha, Uncinia, Uniola, Urechites, Urginea, Uvularia, Valeriana, Vallisneria, Vancouveria, Verbena, Verbesina, Vernonia, Veronica, Veronicastrium, Vetiveria, Vicia, Viguiera, Vinca, Viola, Vitaliana, Wachendorfia, Wahlenbergia, Waldsteinia, Watsonia, Woodwardia, Xanthorrhoea, Xerochrysum, Xeronema, Xerophyllum, Xyris, Zantedeschia, Zephyranthes, Zingiber, Zizania, Zizia, Zoysia.*

## (4) Foliage Plants

Perennial woody or herbaceous plants with various growth habits grown for their attractive foliar attributes and primarily for use as indoor plants.

This does not include small plants of this category grown as Liners.

Genera Included: *Acineta, Adaglossom, Adiantm, Aechmea, Aeonium, Aerangis, Aeschynanthus, Aglaonema, Albuca, Alexanderara, Aliceara, Alocasia, Altermanthera, Amesiella, Ananas, Androlepis, Anemia, Angiopteris, Angraecum, Anhurium, Aphelandra, Arachnis, Araeococcus, Aranda, Arundina, Ascocenda, Ascocentrum, Asparagus, Aspasia, Aspidistra, Asplenium, Astrolepis, Astrophytum, Athyrium, Austrocylindropuntia, Bakerara, Barkeria, Beallara, Beaucarnea, Begonia, Bifrenaria,*

## B. Plant Categories (Continued)

## (4) Foliage Plants (Continued)

*Billbergia, Blechnum, Bletilla, Bollopetalum, Brassia, Brassidium, Brassoepidendrum, Brassolaeliocattleya, Bulbophyllum, Burrageara, Calanthe, Calamus, Carludovica, Cattleya, Caularthron, Cereus, Chlorophytum, Cirrhopetalum, Cischweinfia, Cissus, Codiaeum, Codonopsis, Coelogyne, Colmanara, Columnea, Congea, Cordyline, Coryanthes, Cotyledon, Crassula, Cremnosedum, Crossandra, Cryptocentrum, Ctenanthe, Cyathea, Cycnoches, Cyndropuntia, Cymbidiella, Cyripedium, Cyrtomium, Davallia, Degarmoara, Dendrobium, Dendrochilum, Diaphananthe, Didymochlaena, Dieffenbachia, Diplazium, Disocactus, Doodia, Doritis, Dracaena, Dryopteris, Dyckia, Echinocactus, Echinocereus, Eleutherococcus, Encyclia, Epidendrum, Epigeneium, Epilaeliocattleya, Epiphyllum, Epipremnum, Episcia, Epithelantha, Eria, Eucharis, Ferocactus, Fittonia, Gibasis, Gongora, Goniophlebium, Goodyera, Grammatophyllum, Graptopetalum, Graptophyllum, Graptosedum, Graptoveria, Guzmania, Gymnocalycium, Gynura, Habenaria, Haworthia, Hemigraphis, Hemionitis, Hohenbergia, Houletia, Howeara, Hoya, Humata, Hylocereus, Hypoestes, Iresine, Kalanchoe, Koellensteinia, Laelia, Laeliocattleya, Leea, Liparis, Lophocereus, Ludisia, Lygodium, Maclellanara, Macodes, Mammillaria, Maranta, Maxillaria, Medinilla, Microgramma, Microlepia, Microsorium, Miltassia, Miltonia, Miltonidium, Miltoniopsis, Mokara, Monstera, Mormodes, Myriopteris, Neobenthamia, Neobuxbaumia, Neoregelia, Nepenthes, Nephrolepis, Odontioda, Odontobrassia, Odontocidium, Odontoglossum, Odontonia, Oeoniella, Oerstedella, Oncidiinae, Oncidium, Onychium, Opuntia, Othonna, Pachycereus, Pachyphytum, Pachypodium, Pachyveria, Paphiopedilum, Papilionanthe, Parodia, Pediocactus, Pellaea, Pentagramma, Peperomia, Pereskia, Pescatorea, Phaiocalanthe, Phaius, Phalaenopsis, Philodendron, Phlebodium, Phoenicophorium, Phragmipedium, Pilea, Pitcairnia, Platycerium, Plectranthus, Pleurothallis, Polypodium, Polyscias, Portulacaria, Psychopsis, Pteris, Pyrrosia, Radermachera, Renanthera, Restrepia, Sch Rhipsalis, Rhynchostylis, Rodriguezia, Rumohra, Saintpaulia, Sanchezia, Sanderara, Sansevieria, Sarcoglottis, Schefflera, Schizanthus, Schlumbergera, Schomburgkia, Scindapsus, Sedeveria, Selaginella, Selenicereus, Sinningia, Sobralia, Sophronitis, Spathiphyllum, Spathoglottis, Spiranthes, Stanhopea, Stapelia, Stelis, Stenoglottis, Stenosarcos, Stromanthe, Syngonium, Tacca, Tetramicra, Tillandsia, Trevesia, Trichantha, Tricopilia, Vanda, Vandopsis, Vanilla, Vascostylis, Vriecantarea, Vriesea, Vrieslandsia, Vuylstekeara, Wilsonara, Withnerara, Xanthosoma, Zamioculcas, Zootrophion, Zygonisia, Zygopetalum.*

## (5) Vines

Perennial plants that have stems of a climbing or tenacious growth habit that can be herbaceous or woody.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

## B. Plant Categories (Continued)

## (5) Vines (Continued)

Genera Included: *Actinidia, Adenocalymma, Akebia, Allamanda, Ampelopsis, Antigonon, Argyreia, Artabotrys, Beaumontia, Berberidopsis, Bignonia, Campsis, Cardiospermum, Celastrus, Chonemorpha, Clematis, Clytostoma, Cobaea, Convolvulus, Cryptostegia, Cydista, Cymbalaria, Dactylicarpnos, Dalechampia, Decumaria, Delairea, Distictis, Dolichandra, Hardenbergia, Hedera, Holboellia, Ipomoea, Keckiella, Lycianthes, Mandevilla, Mascagnia, Mikania, Norantea, Pandorea, Parthenocissus, Petraeovitex, Pileostegia, Podranea, Pseudogynoxys, Pyrostegia, Saritaea, Schisandra, Schizophragma, Stictocardia, Stigmaphyllon, Strongylodon, Strophanthus, Tetrastigma, Thunbergia, Tristellateia, Vigna, Vitis, Wisteria.*

## (6) Broadleaf Evergreen Trees and Shrubs

Perennial woody evergreen trees and shrubs that have leaves throughout the year. In temperate zone winters, some broadleaf evergreen trees and shrubs may lose their leaves; however, these broadleaf evergreen trees and shrubs remain insured as Broadleaf Evergreen Trees and Shrubs.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Abelia, Abutilon, Acacia, Acalypha, Acantholimon, Acca, Adenantha, Adenanthos, Adenium, Adenostoma, Agarista, Agave, Agonis, Alberta, Aloe, Alyogyne, Alyssoides, Amphitecna, Amyris, Andromeda, Anisacanthus, Anisodonteia, Araucaria, Arbutus, Arctostaphylos, Ardisia, Argusia, Arundinaria, Aspidosperma, Astragalus, Atherosperma, Atriplex, Aucuba, Avicennia, Azadirachta, Baccharis, Baeckea, Bahiopsis, Bambusa, Banksia, Barleria, Barringtonia, Bauhinia, Bejaria, Beschorneria, Bischofia, Bixa, Blighia, Bolusanthus, Bombax, Borinda, Boronia, Borrchia, Bougainvillea, Bourreria, Brexia, Breynia, Brugmansia, Brunfelsia, Brya, Bucida, Bulnesia, Bumelia, Buxus, Byrsonima, Caesalpinia, Callerya, Calliandra, Callistemon, Callistephus, Calluna, Calodendrum, Calophyllum, Calothamnus, Calotropis, Calyptocarpus, Calypttranthes, Camellia, Cananga, Canella, Cannomois, Cantua, Capparis, Carissa, Carmona, Carnegiea, Carpenteria, Cassia, Cassine, Castanospermum, Casuarina, Ceanothus, Cephalanthus, Cephalostachyum, Ceratonia, Cerbera, Cercocarpus, Cestrum, Chamaedaphne, Chamelaucium, Chimonobambusa, Choisya, Chorizema, Chrysophyllum, Chrysothamnus, Chusquea, Cibotium, Cinnamomum, Cistus, Citharexylum, Clerodendrum, Cleyera, Cliftonia, Clusia, Cnidoscolus, Coccoloba, Coccus, Coffee, Coleonema, Colletia, Comarostaphylis, Combretum, Condalia, Conocarpus, Conradina, Coprosma, Cordia, Cordyline, Coriaria, Cornutia, Corokia, Correa, Cortaderia, Corymbia, Cotoneaster, Couroupita, Cowania, Crescentia, Crinodendron, Crotalaria, Crowea, Cupaniopsis, Cyrilla, Cytisus, Daboecia, Damnacanthus, Daphne, Daphniphyllum, Dasylium, Datura, Decodon, Dendrocalamus, Dendromecon, Derris, Desfontainea, Dianthera, Dicksonia, Dillenia, Dionysia, Distylium, Dodonaea, Dombeya, Doryanthes, Drimys, Dryandra, Dryas, Drynaria, Duranta, Elaeocarpus, Elsholtzia, Embothrium, Empetrum, Enkianthus, Epacris, Ephedra, Eranthemum, Eremophila, Erica, Ericameria, Eriobotrya, Eriocephalus,*

## B. Plant Categories (Continued)

## (6) Broadleaf Evergreen Trees and Shrubs (Continued)

*Eriogonum, Erithalis, Escallonia, Eucalyptus, Eucryphia, Eugenia, Eumorphia, Eurya, Excoecaria, Eysenhardtia, Fabiana, Fagraea, Fargesia, Fatshedera, Fatsia, Ficus, Filicium, Frankenia, Fremontodendron, Freycinetia, Fuchsia, Furcraea, Galphimia, Galvezia, Gardenia, Garrya, Gaultheria, Geijera, Genipa, Genista, Gigantochloa, Gliricidia, Gmelina, Goethea, Gomphostigma, Gordonia, Grevillea, Grewia, Guadua, Guaiacum, Guapira, Guettarda, Gutierrezia, Gymnanthes, Hakea, Halimicistus, Halimium, Haloragis, Hamelia, Harpephyllum, Harpullia, Hebe, Helwingia, Hernandia, Hesperaloe, Hesperoyucca, Hesperozygis, Heteromeles, Hibanobambusa, Hibbertia, Hibiscadelphus, Hibiscus, Himalayacalamus, Holmskioldia, Homalocladium, Hymenaea, Hymenolepis, Hymenosporum, Hypelate, Ilex, Illicium, Indigofera, Indocalamus, Intsia, Iochroma, Isoplexis, Isopogon, Ixora, Jacquinia, Jasminum, Jatropha, Justicia, Kalmia, Kalmiadendron, Kalmiopsis, Kalopanax, Kigelia, Kopsia, Krascheninnikovia, Krugiodendron, Kunzea, Lagunaria, Laguncularia, Lantana, Larrea, Laurus, Lavandula, Lawsonia, Ledum, Leiophyllum, Lepechinia, Leptodermis, Leptospermum, Leucadendron, Leucaena, Leucophyllum, Leucophyta, Leucospermum, Leucothoe, Leycesteria, Ligustrum, Lipochaeta, Lisianthus, Lithocarpus, Lonchocarpus, Lophomyrfus, Lophostemon, Loropetalum, Luculia, Luma, Lyonia, Lyonothamnus, Lysiloma, Macaranga, Machilus, Maesa, Maireana, Malpighia, Malvaviscus, Mangave, Markhamia, Mastichodendron, Maytenus, Megaskepasma, Melaleuca, Melastoma, Melianthus, Menziesia, Meryta, Metapanax, Metrosideros, Millettia, Millingtonia, Mimosa, Mimusops, Monochaetum, Montanoa, Montezuma, Morinda, Muntingia, Murraya, Mussaenda, Myrcianthes, Myrica, Myristica, Myroxylon, Myrsine, Myrtus, Nandina, Nashia, Nectandra, Nemopanthus, Neohouzeaua, Neoregelia, Nerium, Newbouldia, Nolina, Noronhia, Ochna, Ochrosia, Olea, Olearia, Olineya, Oncoba, Osmanthus, Osmoxylon, Osteomeles, Otatea, Oxyspora, Ozothamnus, Pachira, Pachystachys, Pandanus, Parahebe, Parakmeria, Parkinsonia, Pavonia, Paxistima, Peltogyne, Phileoptera, Philotheca, Photina, Phygellus, Phyla, Phylliopsis, Phyllostachys, Picramnia, Pieris, Pimelea, Pimenta, Pipturus, Piscidia, Pisonia, Pithecellobium, Pittosporum, Platymiscium, Pleioblastus, Plumbago, Polyalthia, Polyspora, Posoqueria, Prostanthera, Protea, Pseuderanthemum, Pseudopanax, Pseudosasa, Psoralea, Psychotria, Pterocarpus, Pterospermum, Puya, Pyracantha, Quillaja, Randia, Rapanea, Rauvolfia, Reinwardtia, Rhabdialepis, Rhabdithamnus, Rhizophora, Rhododendron, Ricinus, Rondeletia, Rosmarinus, Rothmannia, Ruscus, Ruspolia, Russelia, Ruta, Ruttia, Sageretia, Santalum, Saraca, Sarcococca, Sasa, Sasaella, Scaevola, Schinus, Schizostachyum, Securidaca, Sedor, Semiarundinaria, Senna, Serissa, Sesbania, Severinia, Shepherdia, Shibataea, Sideroxylon, Simarouba, Sinobambusa, Skimmia, Sollya, Sparmannia, Spathodea, Stemmadenia, Stenocarpus, Sterculia, Streptosolen, Strobilanthes, Suriana, Sutherlandia, Swietenia, Sycoparrotia, Synadenium, Synsepalum, Syzygium, Tabernaemontana, Talipariti, Tamarindus, Tamarix, Tecoma, Tecomaria, Tectona, Telopea, Ternstroemia, Tetradium, Tetratheca, Tetrygia, Thamnocalamus, Thespesia, Thevetia, Thryptomene, Thysostachys, Tibouchina, Tipuana, Tribulus, Trichilia, Trichostema, Triphasia, Triplaris, Tristaniopsis, Trochodendron, Ugni,*

**B. Plant Categories (Continued)**

(6) Broadleaf Evergreen Trees and Shrubs (Continued)

*Umbellularia, Vauquelinia, Vestia, Viminaria, Westringia, Whitfieldia, Wikstroemia, Wrightia, Xanthorrhiza, Xylosma, Yucca, Yushania.*

(7) Coniferous Trees and Shrubs

Perennial woody trees and shrubs that have needle-like or scale-like leaves that remain on the plant for several seasons.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Abies, Afrocarpus, Agathis, Athrotaxis, Calocedrus, Cedrus, Cephalotaxus, Chamaecyparis, Cryptomeria, Cunninghamia, Cupressus, Fitzroya, Juniperus, Microbiota, Microcachrys, Nageia, Phyllocladus, Phyllodoce, Picea, Pinus, Platycladus, Podocarpus, Prumnopitys, Pseudotsuga, Saxegothaea, Sciadopitys, Sequoia, Sequoiadendron, Taxus, Thuja, Thujopsis, Tsuga.*

(8) Deciduous Trees and Shrubs

Perennial woody deciduous trees and shrubs that lose their leaves seasonally.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Abeliophyllum, Acer, Acrocarpus, Adansonia, Adina, Adonis, Aesculus, Aglaia, Albizia, Aleurites, Alnus, Alstonia, Amelanchier, Anacardium, Annona, Aronia, Artocarpus, Asimina, Astronium, Averrhoa, Berberis, Betula, Brachychiton, Brownea, Buddleja, Bulbine, Bursera, Butea, Callicarpa, Calycanthus, Caragana, Carica, Carpinus, Caryopteris, Casimiroa, Castanea, Castanopsis, Catalpa, Ceiba, Celtis, Cercidiphyllum, Cercidium, Cercis, Chaenomeles, Chilopsis, Chimonanthus, Chionanthus, Chitalpa, Citrus, Cladostamnus, Cladrastis, Clethra, Cochlospermum, Colvillea, Cornus, Corylopsis, Corylus, Cotinus, Crataegus, Cydonia, Dalbergia, Dasiphora, Davidia, Decaisnea, Delonix, Deutzia, Dichroa, Diervilla, Diospyros, Dimocarpus, Dirca, Disanthus, Edgeworthia, Elaeagnus, Ellioittia, Emmenopterys, Ensete, Enterolobium, Erythrina, Eucommia, Euonymus, Euscaphis, Exochorda, Fagus, Fallugia, Fendlera, Firmiana, Fontanesia, Forestiera, Forsythia, Fothergilla, Fouquieria, Frangula, Franklinia, Fraxinus, Garcinia, Gaylussacia, Geoffroea, Ginkgo, Gleditsia, Gymnocladus, Halesia, Hamamelis, Handroanthus, Havardia, Heptacodium, Hibiscus, Hippophae, Holodiscus, Hovenia, Hydrangea, Idesia, Itea, Jacaranda, Jaquemontia, Jamesia, Juglans, Kerria, Koelreuteria, Kokia, Kolkwitzia, Laburnocytisus, Laburnum, Lagerstroemia, Larix, Lavatera, Leitneria, Lindera, Liquidambar, Liriodendron, Litchi, Litsea, Lonicera, Maackia, Macadamia, Maclura, Magnolia, Malacomeles, Malus, Mangifera, Manihot, Manilkara, Melia, Metasequoia, Morus, Musa, Neolitsea, Neviusia, Nothofagus, Nyssa, Oemleria, Oplopanax, Ostrya, Oxydendrum, Parrotia, Parrotiopsis, Paulownia, Peltophorum, Peraphyllum, Persea, Phellodendron, Philadelphus, Physocarpus, Pinckneya, Pistacia,*



## B. Plant Categories (Continued)

## (8) Deciduous Trees and Shrubs (Continued)

*Plagianthus, Platanus, Platycrater, Plinia, Plumeria, Pongamia, Populus, Potentilla, Pouteria, Prosopis, Prunus, Pseudobombax, Pseudocydonia, Pseudolarix, Psidium, Psoralea, Ptelea, Pterocarya, Pterostyrax, Punica, Purshia, Pyrus, Quercus, Rhamnus, Rhigozum, Rhodotypos, Rhus, Ribes, Robinia, Rosa, Roseodendron, Rubus, Salix, Sambucus, Sapindus, Sapium, Sarcobatus, Sassafras, Schizolobium, Schotia, Sibiraea, Sinocalycanthus, Sinojackia, Sophora, Sorbaria, Sorbus, Spiraea, Spondias, Staphylea, Stephanandra, Stereospermum, Stewartia, Styphnolobium, Styrax, Symphoricarpos, Syringa, Tabebuia, Taxodium, Terminalia, Theobroma, Tilia, Toona, Ulmus, Ungnadia, Vaccinium, Viburnum, Vitex, Weigela, Xanthoceras, Zanthoxylum, Zelkova, Zenobia, Ziziphus.*

## (9) Palms

Perennial fibrous (woody-like) or herbaceous plants that can have a prostrate, trunkless or trunk-forming growth habit resulting in a solitary or cluster-type structure. Large palmately, pinnately or costapalmately compound evergreen leaves form from the main stem.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Acoelorrhapha, Acrocomia, Actinokentia, Aiphanes, Allagoptera, Alsmithia, Archontophoenix, Areca, Arenga, Asterogyne, Astrocaryum, Attalea, Bactris, Balaka, Barcella, Basselinia, Beccariophoenix, Bentinckia, Bismarckia, Borassodendron, Borassus, Bowenia, Brahea, Brassiophoenix, Burretickentia, Butiagrus, Calyptrocalyx, Calyptrogyne, Calyptronoma, Carpentaria, Carpoxyton, Caryota, Ceroxylon, Chamaedorea, Chamaerops, Chambeyronia, Chelyocarpus, Chigua, Chuniophoenix, Clinostigma, Coccolobus, Cocos, Colpothrinax, Copernicia, Corypha, Cryosophila, Cyphophoenix, Cyrtostachys, Deckenia, Dictyosperma, Dransfieldia, Drymophloeus, Dypsis, Elaeis, Euterpe, Gaussia, Geonoma, Gronophyllum, Guihaia, Hedyscepe, Heterospatha, Howea, Hydriastele, Hyophorbe, Hyphaene, Iguanura, Itaya, Johannesteijsmannia, Jubaea, Jubaeopsis, Kentiopsis, Kerriodoxa, Laccospadix, Latania, Leucothrinax, Licuala, Livistona, Lytocaryum, Marojejya, Masoala, Mauritia, Mauritiella, Metroxylon, Microcycas, Nannorrhops, Nenga, Neovietchia, Nephrosperma, Oenocarpus, Orania, Oraniopsis, Pelagodoxa, Phoenix, Physokentia, Phytelephas, Pigafetta, Pinanga, Polyandrococos, Ponapea, Prestoea, Pritchardia, Pseudophoenix, Ptychococcus, Ptychosperma, Raphia, Ravenala, Reinhardtia, Rhipidophyllum, Rhapsis, Rhopaloblaste, Rhopalostylis, Roscheria, Roystonea, Sabal, Salacca, Satakentia, Schippia, Serenoa, Socratea, Sommieria, Stangeria, Syagrus, Synecanthus, Tahina, Thrinax, Trachycarpus, Trithrinax, Veitchia, Verschaffeltia, Voanioala, Wallichia, Washingtonia, Wodyetia, Zombia.*

**B. Plant Categories (Continued)**

(10) Cycads

Perennial evergreen plants that can have subterranean stems or these plants can develop an above-ground trunk of spongy tissue. Leaves are large, leathery and pinnately compound, and grow in a rosette on top of the trunk, or branches can form profusely at or below ground level from the main stem.

This does not include small plants of this category grown as Liners or plants grown as Foliage Plants.

Genera Included: *Ceratozamia, Cycas, Dioon, Encephalartos, Macrozamia, Zamia.*

(11) Other groupings of plants as identified in the actuarial documents.

**C. Insured Crop and Plants**

(1) The insured crop will be all specific plants within all plant categories for CAT level of coverage, and within each insured plant category for additional level of coverage, and each insured practice and that:

- (a) the insured has an insurable share;
- (b) the AIP determines to be acceptable;
- (c) are grown in a county for which a premium rate is provided in the actuarial documents;
- (d) are grown in an acceptable nursery as determined by the AIP;
- (e) are irrigated (meeting the CP definition) unless otherwise provided by the SP. (Insured is required to have adequate irrigation equipment and water to irrigate all insurable nursery plants at the time coverage attaches and throughout the insurance period);
- (f) are grown in accordance with the production and good nursery practices for which premium rates have been established;
- (g) are grown in an appropriate medium;
- (h) are grown and sold with the root system attached;
- (i) are not stock plants or plants being grown solely for harvest of buds, flowers, or greenery;
- (j) may produce edible fruits or nuts provided the plants are made available for sale (harvest of the edible fruit or nuts does not affect insurability);

**C. Insured Crop and Plants (Continued)**

- (k) for the field grown practice, must be adapted to the hardiness zone recognized by the USDA Plant Hardiness Zone Map in which they are grown;
  - (l) were not damaged in a prior crop year unless such specific plants have been rehabilitated and are offered for sale at the approved sales value for the current crop year prior to insurance attaching, as accepted by the AIP;
  - (m) for the container grown practice, are individual plants grown in standard nursery containers unless otherwise permitted by the Special Provisions; and
  - (n) are not any plant classified by a state or county as illegal to grow or sell in the county in which the nursery is located. For example, growing or selling plants classified as invasive species is illegal in many states and counties. No indemnity will be paid on any such plant. Further, insurance shall not attach or be provided for any plant considered a controlled substance under the provisions of the Food Security Act of 1985 (Pub. L. 99-198) and the regulations promulgated under the Act by USDA.
- (2) AIPs should assist insureds in determining the hardiness zone for growing locations in each county using the USDA’s interactive PHZM website, [planthardiness.ars.usda.gov](http://planthardiness.ars.usda.gov), or successor website.
  - (3) Plants grown in liners or containers with two or more different genera, species, subspecies, varieties, or cultivars of plants are not insurable.
  - (4) Nursery must follow “good nursery practices” as defined in the CP. Specific requirements for good nursery practices may be specified in the Special Provisions.

**D. Eligible Plants Grown Under Irrigation**

- (1) Unless otherwise allowed in the SP, nurseries are required to be irrigated.
  - (a) Container grown plants require application of water as needed under good nursery practices.
  - (b) Field grown plants may require a less frequent application of water than container grown plants. The SP may allow a non-irrigated practice for field grown plants.
- (2) There are various methods of irrigating.
  - (a) For the purposes of insurance, there must be an adequate supply of water and adequate equipment to deliver the water to the plants.

**D. Eligible Plants Grown Under Irrigation (Continued)**

- (b) It must be determined at the time of an inspection that there is an adequate source of water and that the method and frequency of application is effective in maintaining the proper amount of moisture for the plants. Weather conditions and plant category also affect the required frequency and amount of water applied. In the event a water source fails or there is a failure or loss of irrigation equipment due to uninsured causes, an uninsured cause of loss appraisal will be performed. Examples would include failure of a well, public water shortage, breakdown of equipment, or inability to use tankers to transport water provided these were the result of uninsured causes of loss. Coverage will be provided only if there is a failure of the irrigation water supply due to an insurable cause of loss specified in [Section 10](#) of the CP. \*\*\*

**E. Plants Damaged Prior to the Attachment of Insurance**

Any plant that was damaged prior to the date insurance attaches is uninsurable unless it has been rehabilitated and is offered for sale at the approved sales value.

The insured must maintain the identity of plants that were damaged prior to insurance attachment or as a result of a damaging event (whether or not the result of an insurable cause of loss). The insured must maintain an inventory including the number of all specific plants damaged and their location in the nursery and this inventory should be updated as changes in the status (e.g., death, rehabilitation, discounted sales, etc.) of individual plants occur. For container grown plants, the damaged plants may be moved to a well-defined location separate from undamaged plants. An alternative method would be to attach uniquely numbered weather-proof, indelible labels to each damaged plant. For very high value plants, Radio Frequency Identification tags might be used for this purpose. The AIP must evaluate the proposed method of preserving identity to determine if it is acceptable.

Failure to maintain the identity of damaged plants will result in the plants being uninsurable for the remainder of the crop year. If the insured made a claim in a previous crop year and the loss adjuster is unable to determine whether a plant was damaged prior to submission of the NVR for the current crop year, the plant will be uninsurable.

**F. Insurability of Industrial Hemp (*Cannabis sativa* L.)**

In accordance with [Sections 8\(h\)](#) and (i) of the CP, industrial hemp (*Cannabis sativa* L.), as defined in the Agricultural Marketing Act of 1946 (7 U.S.C. 1621 et seq.), is insurable under the Annual Plants and Plants One Year or Less Plant Category and only when grown in accordance with the regulations governing industrial hemp production on the land the industrial hemp is produced, when grown and sold with the root system attached and are not stock plants or plants being grown solely for harvest of buds, flowers, or greenery.

- (1) The insured must comply with all applicable Federal regulations and any applicable state or tribal laws.

## 14 Insurable Plants (Continued)

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### F. Insurability of Industrial Hemp (*Cannabis sativa* L.)

- (2) Regardless of state or tribal law, the sale of hemp with a THC level greater than 0.3 percent will be considered the sale of a controlled substance. Controlled substances are not insurable.
- (3) If the industrial hemp is produced in a state or tribal territory which has assumed regulatory responsibility for hemp production, the insured must comply with all requirements and provisions of the regulatory plan of that state or tribe and possess any license required by that plan. AIPs must obtain a copy of the insured's license by the SCD to be kept in the insured's file.
- (4) Industrial hemp must be produced using seed or plant cuttings adapted and appropriate for the intended use (for example, if planting industrial hemp to be harvested primarily for fiber, the seed must be adapted to fiber production). Industrial hemp that is unsalable or destroyed due to a delta-9 tetrahydrocannabinol (THC) level that exceeds 0.3 percent will be considered damaged due to uninsurable causes.

## 15 Cause of Loss Limitations

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In addition to the causes of loss excluded in [Sections 12\(a\) and 12\(c\) through \(f\)](#) of the Basic Provisions, the following are not covered causes of loss:

- (1) damage to specific plants due to plant disease and insect damage are not covered unless there is no effective, appropriate control measure available, or unless otherwise specified in the SP. Horticulturists, extension agents, or agronomists may be used as experts in determining appropriate control measures;
- (2) the inability to market the specific plants due to a buyer not purchasing such plants, a boycott in the industry, or an order from a public official prohibiting sales such as a stop sales order, quarantine, or other limit that restricted sales;
- (3) a loss in plant value unless, due to an insurable cause, specific plants cannot be sold in the normal marketing periods (such as poinsettias that cannot be sold during the usual and recognized marketing period of November 1 through December 25); or
- (4) damage to specific plants due to cold temperatures for insurable container grown plants, if grown without the appropriate cold protection. Refer to [Exhibit 10](#) for appropriate cold protection requirements by plant category.

See [Section 10](#) of the CP for additional limitations.

**A. Inspection Report**

- (1) The inspection report must be completed prior to the acceptance of any application for insurance of a nursery crop, and at certain other times, as noted in Paragraph B below. The nursery inspection is conducted by the AIP to determine the acceptability of the nursery operation as an insurance risk.
- (2) The inspection report is an active record and must be maintained until a new inspection is completed or the policy is no longer in force. There must be an inspection report in the insured's file while the policy remains in effect. For new NVS policies, the AIP may accept an inspection completed for the previous crop year under the Nursery Crop Provisions.
- (3) The AIP will review the inspection report and determine whether to bind coverage. In case of a negative inspection report, the AIP shall respond by choosing from the options under Paragraphs D and E below.

**B. Inspection of Nursery Operations**

- (1) An inspection must be performed:
  - (a) when a policy is transferred from another AIP to determine if the:
    - (i) inventory amounts reported on the MUVF are appropriate based on visual inspection of the standing inventory, historical records, or a comprehensive business plan for new plant categories, numbers of plants, etc., and the limits are not exceeded as provided under the definition of SV in the CP;
    - (ii) SVs by plant category reported on the NVR are supported by acceptable documentation (if a plant category was not grown by the nursery before, state that in the remarks section);
    - (iii) risk is acceptable; and
    - (iv) insurability requirements are met (refer to Section 8 of the CP for additional information).
  - (b) when the insured submits a revised NVR, when the total of all SVs reported on the NVR is increased 50 percent or more from the previous total of all SVs on the NVR, and the increase is not due to restocking subsequent to an insured loss. If performed, the inspection is to determine that good nursery practices are followed and the nursery is capable of handling the increased SV.
  - (c) when a new practice is added to the operation. A practice cannot be added during a crop year.

**B. Inspection of Nursery Operations (Continued)**

- (d) when a new site or location is added to the operation.
  - (e) when an inspection has not been completed in the previous four crop years.
  - (f) as part of the documentation underlying a claim for indemnity.
- (2) An inspection may be performed at any time to determine good nursery practices are followed, and that adequate, acceptable facilities exist to accommodate the inventory.

**C. Completion of Inspection**

The inspection must be completed timely enough to provide the AIP the opportunity to **not accept** the application, or cancel the policy, if necessary, before the coverage inception date as specified in **Section 9** of the CP.

**D. Negative Inspection Report**

A negative inspection report requires one or more of the following actions:

- (1) notify the applicant or insured in writing of any noted deficiency and, if the deficiency is not corrected and a loss occurs, that there are potential grounds for denying any claim based on the CP.
- (2) notify the applicant or insured that on the basis of the negative inspection report and/or requirements of the CP and SP that:
  - (a) coverage is denied (**cancel or do not accept the policy**);
  - (b) coverage on damaged inventory is **not accepted**, while coverage is accepted on undamaged inventory;
  - (c) the location of the nursery presents unacceptable risk of loss due to flooding or some similar peril. Coverage will be denied unless measures are taken to improve drainage or protect the plants from damage (e.g., installation of pumps or elevation of plants to an adequate height off the ground). If required by the SP, the following limitation applies:

if, during any of the three most recent crop years, the insured incurred a paid crop insurance indemnity due to excess moisture or flood that was not associated with a named storm (hurricane, typhoon, or tropical storm named and designated as such by the National Oceanic and Atmospheric Administration's National Hurricane Center, or its successor), the AIP will not insure against any future losses due to excess moisture or flood not associated with a named storm unless the insured makes improvements to his/her nursery to mitigate future losses from these perils.
- (3) re-inspect the nursery to determine if the causes for denying a claim or coverage have been corrected.

**D. Negative Inspection Report (Continued)**

The required inspection elements and required AIP actions in case of a negative report are:

Inspection Element	Action (Negative Report)
Eligibility	Deny coverage.
Accuracy of most recent catalog	Review and determine if nursery catalog meets the requirements of <a href="#">Paragraph 13A</a> . If catalog does not meet the requirements, then report is still negative and the catalog <b>is not accepted</b> .
Failure to provide documentation or providing inadequate documentation	Deny coverage on the unit.
<p>Adequacy of Facilities:</p> <p>(1) Inadequate Irrigation</p>	<p>When only a portion of the plants are irrigated and non-irrigated coverage is not allowed by the SP, deny coverage for all plants in the nursery.</p> <p>The inspector must determine the requirements, adequacy, and availability of irrigation for all plants. Younger field grown plants and most containerized plants require more frequent water application than established field grown plants.</p>
(2) Inadequate Cold Protection	For container grown plants, if the cold protection is inadequate, the AIP shall notify the nursery in writing that a loss from cold temperatures may be denied on the plants for which there is inadequate cold protection or deny all coverage.
(3) Existing Damage	Notice of potential grounds for denying a claim or denying coverage. If plant disease, insect infestation, or other plant damage is evident during the inspection, the AIP shall notify the nursery in writing that plants with existing damage are not insurable under NVS program.
(4) Improper Container/Potting Medium	Notice of potential grounds for denying a claim or denying coverage.
(5) Weeds	Notice of potential grounds for denying a claim or denying coverage.
(6) High risk of Precipitation or Flood Damage	Notice of potential grounds for denying coverage. Deny coverage against excess moisture or flood damage if corrective action is not taken.



**E. Results of Any Negative Inspection**

- (1) In all cases, the AIP may choose to re-inspect. If the deficiency upon which a denial was based is corrected, an applicant may reapply for coverage. A 30-day waiting period will be applied to this subsequent application for new insureds. See [Paragraph 3D](#) for additional information about insurance attachment and timely responses correcting deficiencies.
- (2) If plant damage is evident at the time of inspection, the inspector shall document the specific plants damaged, practices, type of damage, and number of damaged specific plants and advise the insured that such plants are not insurable. If necessary, the NVR must be adjusted.
- (3) Some of the plants may be dormant at the time of the inspection and possible plant damage is evident, but the amount of the damage cannot be determined. The inspector shall document the plants with possible damage, practices, type of damage, and number of plants. Notify the insured in writing that a re-inspection will be performed after the plants break dormancy. If the re-inspection determines that the plants were damaged at the time of the original inspection, the plants are not insurable. Revisions to the NVR may be needed.

17 Unit Division

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**A. CAT Level of Coverage**

For each insured practice, insureds may elect the CAT level of coverage. A basic unit under the CAT level of coverage consists of all insurable plant categories within each insured practice.

**B. Additional Level of Coverage**

A basic unit includes all insurable plants in each insured plant category under each insured practice. Basic units by practice may be further divided into additional basic units by using one of the following methods. The insured may choose only one method for all basic units in the insured practice:

- (1) by plant category:
  - (a) a different level of coverage for each insured plant category may be selected.
  - (b) for the purposes of establishing the pre-loss actual unit value and the post-loss damage value, the insured is deemed to have selected 100 percent of the approved sales value of each specific plant.
- (2) by non-contiguous land for the field grown practice, or the container grown practice if allowed by the SP.

**B. Additional Level of Coverage (Continued)**

- (a) A non-contiguous land basic unit includes all insurable plants in all the insured plant categories under the field grown practice at a non-contiguous location.
- (b) One coverage level must be chosen for all the non-contiguous land basic units in the county.

**C. Geographic Basis**

Unit division on a geographic basis (i.e., different sections, FSNs, etc.) is not available for either CAT or additional level of coverage. Basic units by non-contiguous land are available at the additional level of coverage for the field grown practice, and, if allowed by SP, the container grown practice.

Optional, enterprise, and whole-farm units are not available under this program.

[Exhibit 8](#) illustrates allowable unit division.

18 Amount of Insurance and Premium

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Amount of insurance for each basic unit is used to calculate premium, crop year deductible, and the indemnity payable for the basic unit and is determined as follows:

**A. CAT Level of Coverage Policies**

The amount of insurance is the SV multiplied by the coverage level percentage (50 percent) multiplied by 55 percent (price election) and by the insured's share.

The SV for each insured practice cannot exceed the lesser of the following:

- (1) 110 percent of the maximum value for all plant categories in any given month during any of the previous three crop years; or
- (2) the maximum of the monthly values for all plant categories reported on the MUVP. At the time of an inspection, the nursery must provide inventory records to support the monthly values reported.

**B. Additional Level of Coverage Policies**

For policies that have elected basic units by plant category, the amount of insurance for each basic unit is the insured's SV multiplied by the coverage level percentage that the insured elects multiplied by 100 percent (price election) multiplied by the insured's share.

For policies that have not elected basic units by plant category, the amount of insurance is the sum of the SVs for all insured plant categories multiplied by the coverage level percentage that the insured elects multiplied by 100 percent (price election) multiplied by the insured's share.

## 18 Amount of Insurance and Premium (Continued)

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### C. To Determine Premium

The amount of insurance for each basic unit is multiplied by the applicable premium rate and monthly proration factor, if applicable.

## 19 NVR

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### A. General Information

- (1) The NVR is due at the time the initial application is submitted and at renewal. If the insured certifies in writing on the NVR there are no material changes from the previous year, a new MUVP does not need to be submitted. A material change occurs if the SV is greater than:
  - (a) for additional level of coverage policies, the expected maximum monthly value for the crop year; or
  - (b) for CAT level of coverage policies, for each insured practice, lesser of:
    - (i) 110 percent of the maximum value for all insured categories in any given month during any of the previous three crop years; or
    - (ii) the maximum of the monthly values reported on the MUVP for that unit.
- (2) An NVR is submitted by:
  - (a) new insureds, at the time of application.
  - (b) carryover insureds, on or before the SCD for the crop year. Coverage will attach for the crop year on June 1 for Alabama, Connecticut, Delaware, Florida, Georgia, Louisiana, Maine, Massachusetts, Maryland, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Texas, West Virginia, Vermont, and Virginia, and October 1 for all other states, if the insured submits the NVR and catalog(s) for the crop year (see [Paragraph 13A](#)) by the SCD and the documentation is determined to be acceptable. A revised NVR is required to increase the SVs established under this item and a 30-day waiting period following such revisions will apply. \*\*\*
- (3) AIPs, and their agents, may assist insureds in establishing their MUVP to support the SV reported on the NVR. Such support may include, but is not limited to, partition of inventory into plant categories, review of approved sales value calculations, review of monthly inventory plans, and considerations regarding selection of insured and uninsured plant categories.
- (4) The NVR must include the following:
  - (a) all of the nursery's growing locations in the county in which the insured has a share;

**A. General Information (Continued)**

- (b) for each insured practice and basic unit, all insured plant categories and their SV;
- (c) the coverage level for each basic unit; and
- (d) share.

**B. Pricing**

As per the CP and depending on available data, each specific plant has an approved sales value based on, in order of precedence, the insured's:

- (1) average weighted wholesale price realized for past sales (not to exceed 1.5 times the catalog price for the specific plant, unless otherwise specified in the Special Provisions);
- (2) the average contract price for future wholesale deliveries (not to exceed 1.5 times the catalog price for the specific plant, unless otherwise specified in the Special Provisions);  
or
- (3) wholesale catalog price minus the largest discount (calculated as a percentage if the discount is recorded as a dollar amount) the insured provides (exception: the prices for plants grown under license from the holder of a patent issued by the US Patent and Trademark Office provided the license specifically establishes the required sales price are not discounted). If the insured's catalog does not contain all applicable discounts, the wholesale catalog price for the specific plant will be decreased by 10 percent.

**C. Supporting Documentation**

- (1) The AIP may request supporting documentation to verify the MUVP values reported on the NVR.
- (2) The AIP should advise the insured that supporting documentation must be available to support the amounts stated on the NVR. The AIP may request these documents during the process of underwriting a crop policy and will request them for adjusting a loss:
  - (a) a detailed plant list that contains the name and the quantity of each specific plant;
  - (b) acceptable sales records for use by the AIP in assessing the validity of the values contained in the MUVPs for each plant category; **and**
  - (c) documentation or demonstrated performance of the insured's ability to properly obtain specific plants and carry out good nursery practices related to the maintenance of the specific plants.

**C. Supporting Documentation (Continued)**

- (3) After insurance attaches, failure to provide supporting documentation when requested will result in premium owed, but no indemnity paid for any plant categories where supporting documentation was not provided. This does not apply to:
  - (a) plant varieties not previously grown; or
  - (b) new nurseries where an inspection has determined an insured has the ability to properly obtain and maintain the nursery stock.
- (4) For basic units by non-contiguous land, records must be maintained by plant category and basic unit. If the records do not contain the location of the plants, the AIP must be able to verify the location of the plants.

**D. NVR Revisions**

The SV for each basic unit may be revised upward no more than twice during the crop year, and the additional premium will be prorated based on the time period remaining in the crop year. The revision can only be done to increase SVs, except as stated in **Paragraph 19E** below. A revised NVR must be submitted for each applicable basic unit.

- (1) The NVR may be revised PRIOR to 30 days before the end of the crop year due to:
  - (a) changes in the nursery (increased growing area, inventory volume, or inventory value, etc.);
  - (b) restocking after an insurable cause of loss results in crop damage. The revised NVR in this case is not considered one of the two allowable revisions;
  - (c) clerical errors (The reason for the upward revision must be indicated in the remarks section of the NVR form stating, “revised upward for clerical error correction.”);
  - (d) acquisition of another nursery in the same county that did not have any crop insurance coverage on its plants. Plants of the same insured plant categories can be included in a revised NVR; however, new plant categories cannot be added; **and/or**
  - (e) acquisition of another nursery in the same county that is currently insured. The terms of the Basic Provisions apply. The revised NVR in this situation is not considered one of the two allowable revisions.
- (2) Increases in SV on revised NVRs are subject to the 30-day waiting period before insurance attaches. An inspection of the nursery may be conducted to determine good nursery practices are followed, and that adequate, acceptable facilities exist to accommodate the requested increase. If the insured increases the total of all SVs on the NVR:

## 19 NVR (Continued)

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### D. NVR Revisions (Continued)

- (a) less than 50 percent from the previous total of all SVs on the NVR, the AIP has the discretion to inspect the nursery; or
- (b) 50 percent or more from the previous total of all SVs on the NVR, the AIP will inspect the nursery.

### E. Exception to Only Revising Upward

The AIP or insured may revise the NVR downward after SCD in order to correct clerical errors as allowed by the BP.

### F. Other Requirements

AIPs must verify that the NVR is properly and correctly reported by inspecting documents submitted by the insured (see [Paragraph 19C](#) above) before completing any claim for indemnity.

## 20 Written Agreements

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Written agreements are not applicable to this pilot program.

## 21 Deductibles

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### A. Crop Year Deductible

- (1) The crop year deductible is determined when the level of coverage is selected. It is equal to 100 percent minus the selected coverage level (e.g., 100% - 75% = 25%), the result of which is then multiplied by the SV reported for the basic unit.
- (2) Once the crop year deductible is met, subsequent losses are not reduced by a deductible.
- (3) The crop year deductible may increase due to increases in SV on a revised NVR. If no loss has occurred for the crop year, the crop year deductible will be increased by an amount determined by multiplying deductible percentage by the increased SV. The deductible amount will not be increased in the event of restocking after a loss.

### B. Deductible Percentage

This is the amount determined by subtracting your elected coverage level from 100 percent.

### C. Occurrence Deductible

Individual loss amounts are determined by applying an occurrence deductible.

- (1) Occurrence deductible is the dollar amount of an insured loss which must be incurred before an indemnity becomes payable on the unit;

## **21 Deductibles (Continued)**

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### **C. Occurrence Deductible (Continued)**

- (2) the occurrence deductible is calculated by multiplying the deductible percentage by the lesser of the:
  - (a) pre-loss actual unit value; or
  - (b) SV minus the total amount of any previous loss (for CAT level of coverage, the indemnity before application of 55 percent).

## **22 OLO Coverage**

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An insured with an additional level of coverage may elect to obtain supplementary coverage through the use of the OLO (where premium rates for the option are available).

- (1) The OLO applies to all insured plant categories in each insured practice. All basic units within the insured practice(s), whether established by plant category or by non-contiguous land, will be insured under this option if it is elected.
- (2) The option is continuous and must be elected on an application or policy change form.
- (3) A new insured must elect this option at the time of application for coverage.
- (4) A carryover insured must submit a policy change form on or before the SCD of the crop year that the OLO is to be effective.
- (5) The insured or AIP may cancel the option according to the same cancellation provisions of the CP.
- (6) An indemnity will be due under the OLO only when the post-loss damage value is equal to or greater than ten percent (10%) of the pre-loss actual unit value (unless otherwise specified in the SP).

## **23-30 (Reserved)**

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## EXHIBITS

### Exhibit 1 Acronyms and Abbreviations

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<b>Approved Acronym/Abbreviation</b>	<b>Term</b>
AIP	Approved Insurance Provider
BP	Basic Provisions
CAT	Catastrophic Risk Protection Endorsement
CIH	Crop Insurance Handbook
CP	Crop Provisions
DSSH	Document and Supplemental Standards Handbook
FCIC	Federal Crop Insurance Corporation
GSH	General Standards Handbook
LASH	Loss Adjustment Standards Handbook
MUVP	Monthly Unit Value Plan
NVR	Nursery Value Report
NVS	Nursery Value Select
OLO	Occurrence Loss Option
PHZM	Plant Hardiness Zone Map
RMA	Risk Management Agency
RO	Regional Office
ROE	Regional Office Exception
SCD	Sales Closing Date
SP	Special Provisions
SV	Selected Value
ZMV	Zero Market Value



## Exhibit 2 Definitions

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**Botanical name:** The Latin, scientific, or legal form of a plant name. Parts of the name may be genus, specific epithet (species), subspecies, variety, and cultivar.

**Common name:** The name by which a plant may be known in everyday commerce.

**Contract price:** The price on contracts for future deliveries if the plant is insured and growing in the nursery during the insurance period.

**Fabric grow bag:** A fabric bag (including a woven or matted bag with a plastic or fabric bottom) used for growing plants in-ground or as an above-ground nursery plant container that provides adequate drainage and is appropriate in size for the plant.

**Hardiness zone designations:** Identifiers that represent the average annual extreme minimum temperatures at a given location during a particular time period found at <https://planthardiness.ars.usda.gov/>.

**Marketable:** A plant that can be sold in a customary or secondary market for a non-zero value.

**Monthly proration factors:** Factors contained in the actuarial documents that are used to calculate premium when insurance attaches after the beginning of the crop year.

**Percent of loss:** Post-loss damage value divided by pre-loss actual unit value.

**Wholesale:** The sale of plants to retailers for resale and not directly to the end-user, except to end-users including but not limited to landscape contractors, government entities or organizations, and commercial fruit producers.



**INSTRUCTIONS FOR COMPLETION OF NVR**

**A. The following entries are required for the NVR. The sequence of the items on the form will be determined by the format selected by the AIP.**

- (1) For new insureds, this report must be completed at the time of application.
- (2) For carryover insureds, this report must be filed on or before the SCD.
- (3) This report may be revised by increasing the SV within acceptable limits until 30 days before the end of the crop year, although such revisions may only be made twice a year with exceptions noted in [Paragraph 19D](#).
- (4) This report will include all growing locations in the county that represent the reported values the insured submits.
- (5) This report may be used to increase values of already-insured plant categories to the inventory that have been restocked after a loss. This does not count as one of the two allowable revisions in (3) above.
- (6) The price election on the NVR must always be 1.00 for additional level of coverage policies and 0.55 for CAT level of coverage policies.
- (7) Coverage level elections must be made on the application or policy change form.
- (8) All required elements of the NVR ([Paragraph 19](#)) and any supporting documentation (e.g., sales records) requested by the AIP must be submitted before the NVR is considered complete.
- (9) Document in the Remarks section, or in an attachment to the NVR:
  - (a) any uninsurable plants in insured plant categories to identify that these plants will not be insurable under the policy; and
  - (b) the methods that will be used to maintain the identity of these plants. See [Paragraph 14E](#) for guidance about methods of maintaining identity of plants.

**B. Identifying the Insured**

- (1) insured's name;
- (2) policy number; and
- (3) street address, city, county, state, zip code of each nursery location in which the insured has an interest in the county.

**C. Underwriting Questions**

Downward revisions to the SV are not allowed after insurance attaches. Upward revisions are allowed if FCIC-approved guidelines are followed (refer to [Section 6](#) of the CP and [Paragraph 19D](#)). For the year of application, if the insured applies for coverage after their county’s SCD (May 1 or September 1), coverage will begin after the start date of the crop year (June 1 or October 1 depending upon SCD in the county), subject to a 30-day waiting period.

**Example: Application for after SCD**

SCD	Application	First Day of 2021 Crop Year	Insurance Attaches for 2021 Crop Year	Last Day of 2021 Crop Year
May 1, 2020	May 10, 2020	June 1, 2020	June 10, 2020	May 30, 2021
September 1, 2020	September 10, 2020	October 1, 2020	October 11, 2020	September 30, 2021

Step	Description of Required Action	Entry Format
(1)	Enter applicable three-digit practice code.	
(2)	Enter Crop Year.	
(3)	Indicate if this is a revised report.	Circle Yes or No
(4)	Enter Date.	
(5)	Has the nursery operation changed in the past year? (“Yes” requires an inspection.)	Circle Yes or No
(6)	Are all growing locations in the county insured?	Circle Yes or No
(7)	Has the insured provided catalogs?	Circle Yes or No
(8)	Has the insured elected basic units by plant category (additional level of coverage only)?	Circle Yes or No
(9)	Has the insured elected basic units by non-contiguous land (additional level of coverage and field grown practice only unless otherwise allowed by the SP)?	Circle Yes or No
(10)	Does the insured have plants with a previously filed claim and a deferred determination of damage? These are not insurable. (“Yes” answer requires an inspection.)	Circle Yes or No
(11)	Does the insured have any insurable plants that were damaged during the prior crop year(s) that have not recovered to their full value? These are not insurable. If “Yes,” identify those plants & the quantity in Remarks section. (“Yes” requires an inspection.)	Circle Yes or No
(12)	Does the insured have insurable plants that were damaged during the prior crop year(s) that have recovered to their full value? If “Yes,” identify those plants & the quantity in Remarks section.	Circle Yes or No

**C. Underwriting Questions (Continued)**

(13)	Has the insured excluded plant categories that <b>they do</b> not wish to insure (additional level of coverage only)?	Circle Yes or No
(14)	Does the insured have an inspection report on file that was completed within the past four crop years? (“No” requires an inspection.)	Circle Yes or No
(15)	Does the insured certify that there have been no material changes in the nursery operation or in the plant inventory since the insured submitted the prior NVR and that the SV remains equal to or less than the expected maximum monthly unit value? N/A is only applicable for new insureds.	Circle Yes, No, or N/A

**D. Reporting by Practice - For CAT Level of Coverage**

Insureds must report on the NVR the highest inventory amount for all the insured plant categories in any of the preceding three crop years and the maximum of the monthly values reported on the MUVP.

**E. Reporting by Basic Unit**

The NVR requires a MUVP (refer to **Exhibit 5**) to be included with the NVR.

The NVR is by insured practice and basic unit. Separate reports are required for each insured practice and basic unit. Basic units may be elected by practice and share, and basic units by practice may further be divided by plant category for either insured practice or non-contiguous land for the field grown practice (and for the container grown practice if allowed in the SP). All insured plant categories are identified on the NVR. If the insured chooses basic units by plant category, the report will include only the plant category in that basic unit. If an insured chooses basic units by non-contiguous land or by practice and share, the report will include all the insured plant categories in that basic unit. All of the following are required on the NVR:

- (1) county;
- (2) practice code;
- (3) plant category (For basic units by non-contiguous land or by practice and share, list all insured plant categories in the basic unit.);
- (4) basic unit number (If the insured selects basic units by practice or non-contiguous land, each insured plant category will be assigned the same number. If the insured selects basic units by plant category, each plant category will have a different number.);

**E. Reporting by Basic Unit (Continued)**

- (5) total SV equals the sum of the total of the SV for each insured plant category in the unit;
- (6) amount of Insurance equals the sum of the total of (a) through (d) following for all insured plant categories in the unit:
  - (a) your SV for each plant category multiplied by;
  - (b) the coverage level (for practices insured under non-contiguous land basic units, one level for all units) multiplied by;
  - (c) price Level (100 percent for additional, 55 percent for CAT) multiplied by; and
  - (d) insured share.
- (7) for CAT policies, the SV for each insured practice cannot exceed the lesser of:
  - (a) 110 percent of the maximum value for all insured categories in any given month during any of the previous three crop years; or
  - (b) the maximum of the monthly values reported on the MUVP. At the time of an inspection, the nursery must provide inventory records to support the monthly values reported.
- (8) Remarks: Enter information as needed (example, “revised upward for new location”).

**F. Understanding by Insured**

Verify the insured understands that:

- (1) only plant categories listed in the actuarial documents are insurable.
- (2) one NVR is submitted for each basic unit.
- (3) the values reported in the MUVP are based on the maximum value of all the specific plants in each insured plant category that the insured expects to be in the nursery each month of the crop year.
- (4) for additional levels of coverage, not all plant categories in each insured practice must be insured. Insured may elect to exclude plant categories on the NVR.
- (5) all insured non-contiguous land basic units must be insured at the same coverage level.
- (6) indemnities will be based on the pre-loss unit value or the SV in the basic unit depending on which of these two values is smaller at the time of loss.

- (7) understands that indemnities will be influenced by inventory values in a plant category at the time of loss and that the insured is effectively self-insuring inventory whose value exceeds the SV.
- (8) understands that only wholesale nurseries are eligible for coverage. The nursery must derive at least 40 percent of its gross income of plant sales from wholesale marketing of plants.
- (9) understands that supporting documents ([Paragraph 19C](#)) for values used on the NVR must be maintained and available for the AIP's review for three crop years beyond the current crop year.

**G. Signature by Insured**

The NVR must be signed and dated by the insured. It is not acceptable to mark on the report "signature on file" or "report by telephone" or any other remark without the original signature of the insured. The applicable certification statement must be included on any form that the insured signs. See FCIC-24040 Document Supplemental Standards Handbook to determine applicable certification statement.

**H. Signature by Representative**

The agent must sign and date the NVR.

**I. Required Statements**

The Collection of Information and Data (Privacy Act) Statement and the Nondiscrimination Statement must be included on any form the individual signs or provided to the individual on separate form for each form that is signed by the individual. A copy must be maintained by the AIP. The Certification Statement must be included on any form that the insured signs that collects information from the insured. See the FCIC-24040 Document Supplemental Standards Handbook to determine the applicable statements to include on any forms.

**Exhibit 4 Nursery Value Report (Continued)**

**NVR - Example**

AIP: ABC Insurance Company

Agency: Acme Agency

NVR							
Practice: <b>Field Grown (007)</b>		Insured's Name: IM Insured		Policy Number: 001P	Crop Year 2021	REVISED REPORT B	
Street Address: XXXXXXXXX		City, County, State, Zip: XXXXXXXX		My nursery operation has changed in the last year. Yes <input type="radio"/> No <input checked="" type="radio"/>			
Nursery Location	All my growing locations are insured in the county. Yes <input checked="" type="radio"/> No <input type="radio"/>			I have provided catalogs (One electronic catalog or two hard copies). Yes <input checked="" type="radio"/> No <input type="radio"/>			
	My nursery is divided into basic units by plant category (additional level of coverage only). Yes <input checked="" type="radio"/> No <input type="radio"/>			My nursery is divided into basic units by non-contiguous land (additional level of coverage only). Yes <input type="radio"/> No <input checked="" type="radio"/>			
	I have plant(s) with a previously filed claim and a determination of damage has been deferred. Yes <input type="radio"/> No <input checked="" type="radio"/>			I have insurable plants that were damaged during the prior crop year(s) that have not recovered to their full value. If "Yes," identify damaged plants & quantity of damaged plants in Remarks section or attach completed appraisal worksheet. Yes <input type="radio"/> No <input checked="" type="radio"/>			
	I have insurable plants that were damaged during the prior crop year(s) that have recovered to their full value. If "Yes," identify those plants & the quantity in Remarks section. Yes <input type="radio"/> No <input checked="" type="radio"/>			I have excluded plant categories that I do not wish to insure (additional level of coverage only). Yes <input checked="" type="radio"/> No <input type="radio"/>			
	I have an inspection report on file and it was completed within the past four crop years. (No answer requires an inspection) Yes <input checked="" type="radio"/> No <input type="radio"/>			I submit this report to certify that there have been no material changes in my nursery operation or in my plant inventory since I submitted the prior NVR. My SV remains equal to or less than the expected maximum monthly unit value. Yes <input checked="" type="radio"/> No <input type="radio"/> NA <input type="radio"/>			
	PLANT CATEGORY	BASIC UNIT NO.	SV	COVERAGE LEVEL	PRICE LEVEL (Additional Level of Coverage 1.0, CAT .55)	INSURED SHARE	AMOUNT OF INSURANCE
	068	0001	\$900,000.00	X	0.75 X	1.0 X	1.0000 = \$675,000.00
				X	X	X	=
			X	X	X	=	
Total SV in basic unit		\$900,000.00				\$675,000.00	
Highest inventory amount for all plant categories in any of the preceding 3 crop years (CAT only):				Maximum monthly value reported on the MUVVP (CAT only):			
I submit this report and two copies of the most recent catalog(s) for my nursery pursuant to the requirements of the NVS Crop Provisions. I certify that I have sold my plants at the prices listed in the catalog(s) and any discount or discount schedule has been used in determining the insurable values of my plants reported on my NVR.							
Also, I understand and agree that:							
1. Only plant categories shown in the actuarial documents are eligible for insurance.							
2. I have submitted one NVR for each insured practice, and, if applicable, a separate one for each basic unit if I elected basic units by plant category or by non-contiguous land.							
3. The values reported in the MUVVP are based on the maximum value of all the specific plants in each insured plant category that you expect to be in your nursery each month of the crop year.							
4. If I elect additional level of coverage, not all plant categories must be insured and I may elect to exclude plant categories on the NVR.							
5. All insured non-contiguous land basic units must be insured at the same coverage level.							
6. That indemnities will be based on the pre-loss unit value or the SV in the basic unit depending on the relationship of these two values at the time of loss.							
7. Indemnities will be influenced by inventory values in a plant category at the time of loss and that the insured is effectively self-insuring inventory whose value exceeds the SV.							
8. Only wholesale nurseries, as defined in the policy, are eligible for coverage. At least 40 percent of my gross income derived from plant sales is from the wholesale marketing of plants.							
9. I have supporting documents, such as sales or purchasing records, to support the values reported on the NVR and will have them available for review for 3 crop years beyond the current crop year.							
<b>INSERT APPLICABLE CERTIFICATION STATEMENT**</b>							
Insured's Signature				Date	Agent's Signature	Code Number	
						Date Page __ of __	



### STANDARDS FOR COMPLETION OF MUVP

The following entries are required for the MUVP. The sequence of the items on the form will be determined by the format selected by the AIP.

- (1) An MUVP is required for each basic unit and is included with each NVR the insured submits.

**Note:** An MUVP is not required if the insured certifies on the NVR that there are no material changes to the information reported on the MUVP.

**Note:** The example illustrates a MUVP form for states with a May 1 SCD. Begin the monthly listings with October for states with a September 1 SCD.

- (2) For additional level of coverage, only plant categories that the insured elects to insure within an insured practice are included in this document. For CAT level of coverage, all plant categories within an insured practice must be included in this document.

#### A. Identifying the Insured

- (1) crop year;
- (2) policy number;
- (3) insured's name; and
- (4) street address, city, county, state, zip code of each nursery location in the county.

#### B. Underwriting Questions

- (1) basic unit number;
- (2) applicable three-digit practice code; and
- (3) plant category.

#### C. Expected Inventory Values

- (1) Each line of the table the insured identifies for a plant category, the monthly maximum expected value.
- (2) If basic unit includes more than one insured plant category, the insured must establish an SV for each insured plant category.
- (3) The SV shown on the NVR is obtained from the MUVP.
- (4) The insured's SV is limited to:
  - (a) for CAT level of coverage, for each insured practice, the lesser of:

**C. Expected Inventory Values (Continued)**

- (i) 110 percent of the maximum value for all plant categories in any given month during any of the previous three crop years; or
  - (ii) the maximum of the monthly values reported on the MUVP.
- (b) for additional level of coverage, for basic units:
- (i) by plant category, the SV may not exceed the highest maximum value for the same plant category reported on your MUVP; or
  - (ii) not by plant category, the SV is the sum of the SV for each insured plant category reported on the MUVP. The SV for each insured plant category may not exceed the highest maximum value for the same plant category reported on the MUVP.

**Exhibit 5 Monthly Unit Value Plan (Continued)**

**Monthly Unit Value Plan, by Basic Unit – Example**

Policy Number	100
Crop Year	2021
Insured's Name	IM Insured
Street Address	xxxxxx
City, County, State, Zip	xxxxxx
Basic Unit	0001-0001BU
Practice	007

Maximum Expected Value*														
Plant Category	Highest Monthly Value	June	July	August	September	October	November	December	January	February	March	April	May	SV
Example – 068	\$1,100,000	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$1,100,000	\$1,000,000	\$900,000	\$800,000	\$700,000	\$600,000	\$500,000	\$900,000
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

\*The maximum value of all specific plants in each plant category that you expect to be in your nursery during each month of the insurance period. For additional level of coverage, show only those plant categories elected for insurance.

The following entries are required for the Nursery Underwriting Inspection Report. The sequence of the items on the form will be determined to be the format selected by the AIP.

- (1) Complete an inspection report for each location inspected.
- (2) This report must be completed for all new applications or when the nursery meets any criteria contained in [Paragraph 16B](#) herein and must be completed within 30 days of the applicant's signature date on the application or revised NVR.

**A. Identifying the Insured**

- (1) crop year;
- (2) basic unit number(s);
- (3) practice for the unit;
- (4) policy number;
- (5) name of nursery and mailing address;
- (6) name of owner;
- (7) name of operator;
- (8) name of agent/agency and phone number;
- (9) legal description;
- (10) location description, including physical address; and
- (11) reason for report: See the Inspection section of this handbook.

**B. Underwriting Questions**

Flood/excess precipitation rating:

- (1) is the nursery site susceptible to pooling of water due to flood or excess precipitation in the area(s) where plants are grown? Check "Yes" or "No." If yes, describe in detail what precautions have been taken to protect the nursery stock.
- (2) check the insured's loss history for previous excess moisture claims for all crops.
- (3) if there are low areas in the nursery, attach a map identifying those areas and consider not insuring those areas unless the plants are elevated. Appropriate precautions should be evident in the operation and marked in the Remarks section of the report.

**C. Irrigation Practice**

- (1) Describe in detail the irrigation water source.
  - (a) Surface water supply as a percentage of total supply.
    - (i) Irrigation district name.
    - (ii) Allocation last year as a percentage of normal usage.
    - (iii) Expected allocation as a percentage of normal usage.
    - (iv) Water impoundment. State size and how many.
    - (v) Rivers/creeks. State number of months available as a supply.
  - (b) Irrigation well(s) as a percentage of total supply used.
    - (i) Irrigation district name.
    - (ii) Allocation last year as a percentage of normal usage.
    - (iii) Expected allocation as a percentage of normal usage.
    - (iv) Number of wells. Gallons per minute. Other supply (include size and number).
- (20) Type of irrigation method:
  - (a) Overhead;
  - (b) Drip/Trickle System; or
  - (c) Other. Explain in Remarks section of the form.

**D. Other Site Observations**

- (1) Describe in detail the fertilization program used and any special requirements by plant species.
- (2) Describe in detail weed control measures.
- (3) Describe in detail wildlife control measures.
- (4) Do any plant species show evidence of insect or disease infestation? If so, document what is being done as control measures.
- (5) Are plants being grown in appropriate growing medium according to accepted industry standards?

**E. Frost and Freeze**

- (1) Is the location subject to above normal frost hazard for the county?
- (2) Frost/Freeze protection, check and enter type:
  - (a) none;
  - (b) sprinklers;
  - (c) hoop house;
  - (d) poly;
  - (e) greenhouse; or
  - (f) heat.
  - (g) Average number of times per year that frost protection is utilized?
  - (h) USDA Hardiness Zone for the growing location.
- (3) Are adequate facilities available to meet cold protection requirements verified by agricultural experts? Note any deficiencies.
- (4) By what date does the nursery normally complete cold weather protection of container plants?
- (5) By what date does the nursery normally remove cold weather protection for container plants?

**F. Additional Information**

- (1) Have the plants sustained previous damage and not been rehabilitated and offered for sale at the approved sales value? If so, describe. List in the Remarks section of the form or on a separate sheet, if additional space is needed, the name, number, size and value of each damaged plant. Plants with damage at the time of inspection are not insurable under NVS, but are to be documented.
- (2) Are previously-damaged plants identified and segregated?
- (3) Growing location map: Sketch a map or provide an FSA aerial photo showing the growing location in detail indicating other owned or share rented locations, landmarks and nursery crops grown by the insured.
- (4) State the percentage of gross income derived from plant sales from wholesale and retail sales of nursery plants based on the calculation contained in [Part 2, Paragraph 11](#).

**F. Additional Information (Continued)**

“Based on the calculation above, has the nursery derived at least 40 percent of its gross income of plant sales from the wholesale marketing of plants?” Check “Yes” or “No.” Explain and document what information was verified to determine the result of the calculation. Attach a separate sheet if necessary.

- (5) Provide additional information and comments as necessary.

**G. Inspector’s Evaluation**

- (1) The inspector’s evaluation of the management of the nursery as to whether it is above average, average, or below average.
- (2) The inspector’s evaluation of the nursery facilities, operation, and adherence to good nursery practices as to whether it is above average, average, or below average.
- (3) Inspector’s recommendation as to accept, **not accept**, or refer to AIP representative.

**H. Signatures**

- (1) Inspector signs and dates on the date of inspection.
- (2) AIP supervisor signs and dates on the date received and evaluated.
- (3) Insured signs and dates on the date of inspection, acknowledging any uninsurable specific plants due to existing damage.

**Exhibit 6 NVS Underwriting Inspection Report (Continued)**

**Example**

NVS UNDERWRITING INSPECTION REPORT EXAMPLE (complete one report per practice and location)			
CROP YEAR	UNIT NUMBER(s)	PRACTICE	POLICY NUMBER
NAME OF NURSERY AND MAILING ADDRESS	NAME OF OWNER		NAME OF OPERATOR
	NAME OF AGENT/AGENCY		LEGAL DESCRIPTION:
	Phone No. (      )		
	LOCATION DESCRIPTION (include physical address):		
SITE INFORMATION			
REASON FOR REPORT			
FLOOD/EXCESS PRECIPITATION RATING Is the nursery site susceptible to flood or excess precipitation damage? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, describe in detail what precautions have been taken to protect the nursery stock?			
Identify any low areas in the nursery and attach a map of areas of standing water.			
IRRIGATION PRACTICE			
Describe in detail the irrigation water source.			
Surface: _____ % of total supply (1) Irrigation district name _____ (2) Allocation last year: _____ % of normal (3) Expected allocation: _____ % of normal (4) Water Impoundment: Size _____ How many _____ (5) Rivers/Creeks: _____ Number of months available		Irrigation Well(s): _____ % of total supply (1) Irrigation district name _____ (2) Allocation last year: _____ % of normal (3) Expected allocation: _____ % of normal (4) Number of Wells: _____ Gallons per minute _____ Other: Size and number _____	
Type of Irrigation Method: Overhead _____ Drip or Trickle System _____ Other _____			
Describe in detail the fertilization program used for the location. Include any specialized requirements required by species (attach additional sheets as necessary).			
Describe in detail weed control measures used for the location.			
Describe in detail wildlife control measures used for the location.			
Do any plant species show evidence of insect or disease infestation? If evidence of disease is observed, describe in detail and document what is being done to control the disease. Attach additional sheets as necessary.			
Are plants being grown in appropriate growing medium according to accepted industry standards?			
Is the location subject to above normal frost hazard?			
Check cold protection type			
(a) None		(d) Poly	
(b) Sprinklers		(e) Greenhouse	
(c) Hoop House		(f) Heat	
(g) Average number of times per year that cold protection is utilized.			
(h) USDA Hardiness Zone for the growing location.			



**Exhibit 6 NVS Underwriting Inspection Report (Continued)**

Example (Continued)

Are adequate facilities available to meet cold protection requirements verified by an agricultural expert? Describe type of protection and note any deficiencies.			
By what date does the nursery normally complete cold protection of container plants?			
On what date are container plants fully removed from cold protection?			
Have the plants sustained previous damage? If so, describe.			
Are previously-damaged plants identified and segregated?			
Unit location map:	Draw in nursery / unit locations with identifying roads and landmarks. Prepare a location map showing the unit as applicable as well as other property units owned, share rented and land physically separated by another farm operator. The map itself should be detailed showing landmarks and crops grown by the insured.		
	Is a sketched map attached?		
	Is an FSA aerial photo attached?		
Percentage of wholesale ____ % retail % Based on the calculation above, has the nursery derived at least 40 percent of its gross income of plants sales from the wholesale marketing of plants? Yes <input type="checkbox"/> No <input type="checkbox"/> Record how the verification and determination was made. Attach a separate sheet if necessary.			
Remarks:			
Additional information and comments:			
Your evaluation of the management of this operation:	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE
Your evaluation of the nursery:			
Action recommended to accept or reject:			
Acceptance	Rejection	RO Field Review	AIP Representative
Certified Inspector	Date	Supervisor	Date
Insert applicable insured's certification statements here			
Insured's Signature			Date

**Exhibit 7 FCIC Container Sizes**

Container sizes are determined on an actual volume basis for purposes of determining the size of the container. The FCIC container sizes and volumes are shown below. Use these standards if there is any question about the sizes in the insured’s catalog.

FCIC Size Name	Gallon Measurement Minimum	Gallon Measurement Maximum	Cubic Inch Equivalent Minimum	Cubic Inch Equivalent Maximum	Includes Standard ANSI Class
Pot	0.038	0.19	8.78	46.19	SP3
1 Quart	0.20	0.39	46.20	92.39	SP4
2 Quart	0.40	0.59	92.40	138.59	SP5
1 Gallon	0.60	1.37	138.60	318.77	1
2 Gallon	1.38	2.49	318.78	577.49	2
3 Gallon	2.50	3.39	577.50	785.39	3
5 Gallon	3.40	5.77	785.40	1,335.17	5
7 Gallon	5.78	8.49	1,335.18	1,963.49	7
10 Gallon	8.50	11.97	1,963.50	2,767.37	10
15 Gallon	11.98	17.49	2,767.38	4,042.49	15
20 Gallon	17.50	22.49	4,042.50	5,197.49	20
25 Gallon	22.50	29.79	5,197.50	6,883.79	25
30 Gallon	29.80	32.49	6,883.80	7,507.49	N/A
35 Gallon	32.50	37.49	7,507.50	8,662.49	N/A
40 Gallon	37.50	42.49	8,662.50	9,817.49	N/A
45 Gallon	42.50	47.49	9,817.50	10,972.49	N/A
50 Gallon	47.50	52.49	10,972.50	12,127.49	N/A
55 Gallon	52.50	57.49	12,127.50	13,282.49	N/A
60 Gallon	57.50	62.49	13,282.50	14,437.49	N/A
65 Gallon	62.50	67.49	14,437.50	15,592.49	N/A
70 Gallon	67.50	72.49	15,592.50	16,747.49	N/A
75 Gallon	72.50	77.49	16,747.50	17,902.49	N/A
80 Gallon	77.50	82.49	17,902.50	19,057.49	N/A
85 Gallon	82.50	87.49	19,057.50	20,212.49	N/A
90 Gallon	87.50	92.49	20,212.50	21,367.49	N/A
95 Gallon	92.50	97.49	21,367.50	22,522.49	N/A
100 Gallon	97.50	124.49	22,522.50	28,759.49	N/A
150 Gallon	124.50	174.49	28,759.50	40,309.49	N/A
200 Gallon	174.50	224.49	40,309.50	51,859.49	N/A
250 Gallon	224.50	274.49	51,859.50	63,409.49	N/A
300 Gallon	274.50	324.49	63,409.50	74,958.00	N/A

**NVS Pilot Catalog Checklist**

Crop Year: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Policyholder: \_\_\_\_\_

Carryover Insured or New Insured: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Nursery Name on Catalog (if different than insured name): \_\_\_\_\_

Agent Name (not agency name): \_\_\_\_\_

Servicing Company (AIP): \_\_\_\_\_

I have reviewed the attached, above-referenced catalog. For each minimum requirement, a “Y” indicates the minimum requirement has been met and “N” indicates the minimum requirement has not been met.

If an “N” is entered for one or more requirements in 1-5 below, the catalog is returned to the insured with written notice that the application for insurance is refused because the inventory or catalog is not acceptable.

If a “Y” is entered for all requirements 1-5, one (1) copy of the catalog and a copy of this checklist are sent to the RO.

This catalog:

1. \_\_\_ Is typewritten/printed and legible.
2. \_\_\_ Shows an issue date on the cover page.  
Enter issue date: \_\_\_\_\_
3. \_\_\_ Contains the name, address (excluding PO boxes), and phone number of the nursery.
4. \_\_\_ Is provided to customers and used in the sale of plants.
5. \_\_\_ Lists each plant’s name, plant or container size, and wholesale price.
6. \_\_\_ Date the catalog was received is documented on catalog and checklist.  
Enter date received: \_\_\_\_\_

**Exhibit 8 NVS Catalog Checklist (Continued)**

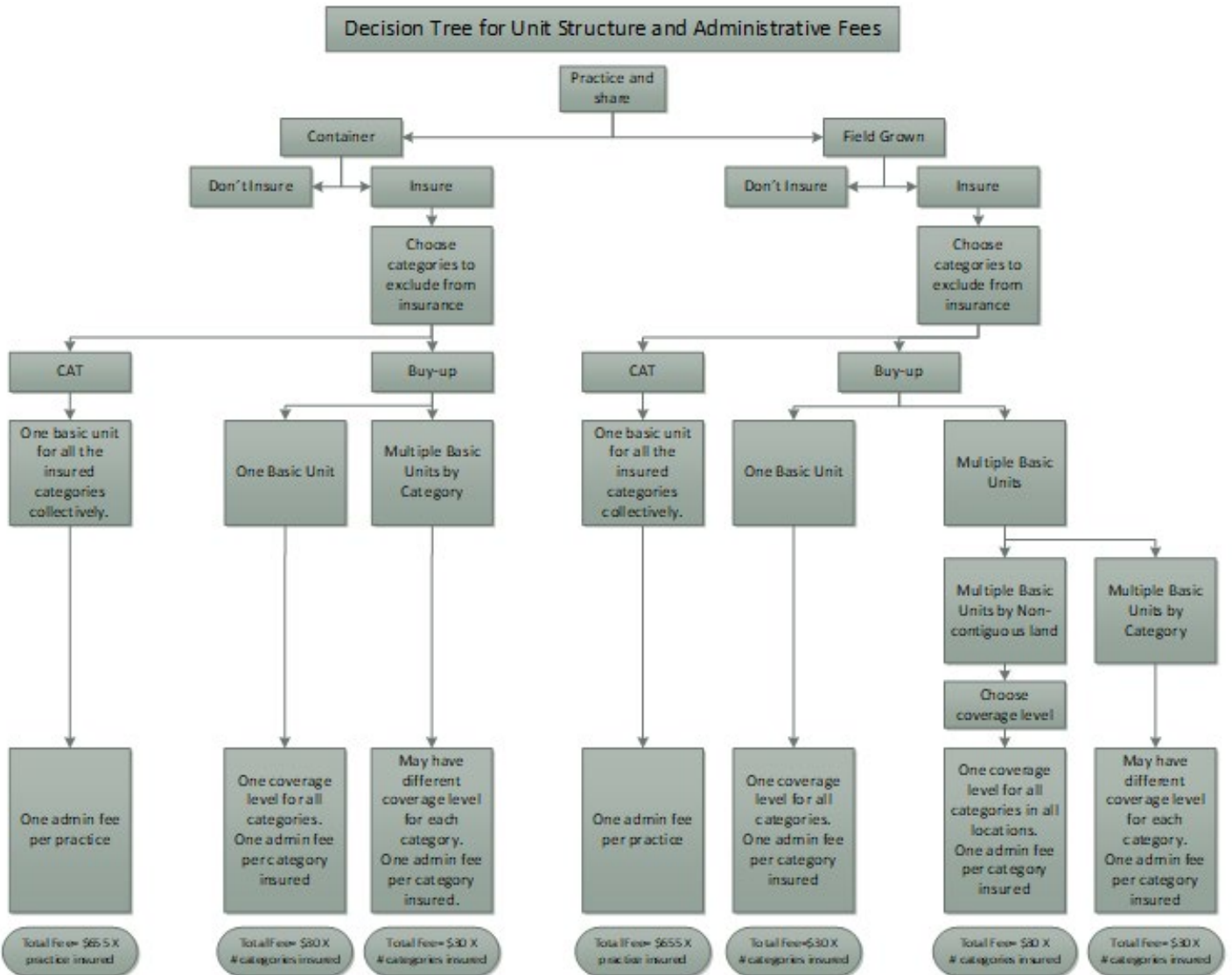
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Name and Title of AIP Reviewer

Date

AIP Reviewer Email Address

AIP Reviewer Phone Number



**Exhibit 10 Cold Protection Assignments**

For container grown plants, if required by [Section 10\(c\)\(3\)](#) of the CP or the SP, the following cold protection methods are required for each plant category.

**Cold Protection Assignments Based on Plant Category Within Hardiness Zones and Minimum Temperatures <sup>1,2</sup>**

Plant Category	HZ 1 -60°	HZ 2 -50°	HZ 3 -40°	HZ 4 -30°	HZ 5 -20°	HZ 6 -10°	HZ 7 0°	HZ 8 +10°	HZ 9 +20°	HZ 10 +30°	HZ 11 +40°	HZ 12 +50°	HZ 13 +60°
Liners: Annuals <sup>3</sup>	A	A	A	A	A	A	A	A	A	A	R	R	R
Liners: Perennials <sup>4</sup>	A	A	C	C	C	D	D	F	G	K	R	R	R
Annual Plants & Plants Grown for One Year or Less	A	A	A	A	A	A	A	A	A	A	R	R	R
Herbaceous Biennial and Perennial Plants	A	B	C	D	E	H	J	K	N	P	R	R	R
Broadleaf Evergreen Trees and Shrubs	A	A	C	C	F	I	J	N	N	P	R	R	R
Coniferous Trees and Shrubs	B	B	C	D	F	I	J	N	N	P	R	R	R
Deciduous Trees and Shrubs	A	B	C	D	F	I	K	N	N	P	R	R	R
Vines	A	B	C	D	E	H	J	K	N	P	R	R	R
Foliage Plants	A	A	A	A	A	A	A	A	A	A	R	R	R
Palms	A	A	A	A	A	A	A	A	J	K	R	R	R
Cycads	A	A	A	A	A	A	A	A	A	J	R	R	R

<sup>1</sup> Cold Protection Requirements assigned for Plant Category are based on Good Nursery Practices. Plants with a Hardiness Zone two Hardiness Zones warmer than the Grower’s Hardiness Zone are not insurable unless otherwise allowed by Special Provisions.

<sup>2</sup> Refer to [Exhibit 10](#) for the cold protection assignments in the matrix.

<sup>3</sup> Liners consisting of Annual Plants, Palms, Cycads and Perennials grown as Annuals.

<sup>4</sup> Liners consisting of Perennials other than Palms, Cycads and Perennials grown as Annuals.

**Ranked In Order of Most Protective to Least Protective**

- A. Glass, Lexan types, Polycarbonate sheeting or Double Translucent Poly Covered Walk-in Structure or an environmentally controlled building with plants standing up or lying down, with appropriate supplemental heat, humidity and irrigation to prevent cold, freeze, heat or desiccation damage.
- B. Structureless Plant Bed with plants laid down and consolidated container-to-container, with Poly plus 8"-12" of Hay plus Poly plus 8"-12" of Hay completely covering the plants and containers.
- C. Structureless Plant Bed with plants laid down and consolidated container-to-container, with Poly plus 8"-12" of Hay plus Poly completely covering the plants and containers.
- D. Structureless Plant Bed with plants laid down and consolidated container-to-container with Poly and then 8"-12" of Hay completely covering the plants and containers.
- E. Lexan type or Double Translucent Poly Covered Walk-in Structure with plants consolidated container-to-container, standing up or lying down, with thermo blanket (Fleece Fabric, Micro Foam, Spun-bound Fabric) completely covering the plants and containers.
- F. Below Ground Pot-in-Pot System with adequate drainage to prevent water logging and excess salt accumulation.
- G. White Poly Covered Low Hoop House, Cold Frame or Walk-in Structure with plants consolidated container-to-container, standing up or lying down, with thermo blanket (Fleece Fabric, Micro Foam, Spun-bound Fabric) completely covering the plants and containers.
- H. Structureless Plant Bed with plants laid down and consolidated container-to-container, with thermo blanket (Fleece Fabric, Micro Foam, Spun-bound Fabric) plus White Poly completely covering the plants and containers.
- I. Structureless Plant Bed with plants standing up and mulched with woodchips between containers and 6"-12" above the containers.
- J. White Poly Covered Low Hoop House, Cold Frame or Walk-in Structure with plants consolidated container-to-container, standing up or lying down, plus White Poly completely covering the plants and containers.
- K. Structureless Plant Bed with plants laid down covered with thermo blanket (Fleece Fabric, Micro Foam, Spun-bound Fabric) completely covering the plants and containers.
- L. White Poly Covered Low Hoop House, Cold Frame or Walk-in Structure with plants consolidated container-to-container, standing up or lying down.

**Exhibit 11 Operational Cold Protection Requirements (Continued)**

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- M. Structureless Plant Bed with plants laid down with White Poly completely covering plants and containers. Care must be taken to avoid foliar damage.
- N. Structureless Plant Bed with plants consolidated container-to-container standing up with the entire perimeter of the bed wrapped to the height of the container with a thermo blanket or similar material.
- O. Shade Structure with shade fabric or woven translucent fabric and an Irrigation System capable of coating the structure with ice to form a “Tent of Ice”.
- P. Overhead Irrigation System equipped with sufficient sprinklers, water volume and water pressure to provide complete coverage of all plants throughout the duration of potential frost damage.
- Q. Smudge Pots, Portable Heaters and/or Wind Machines with sufficient capacity to provide protection for all plants throughout the duration of potential frost damage.
- R. No Protection.