



An agency of the Government of Ontario

# Contract of Insurance – General Terms

## Section A: Insuring a Commodity

### 1 Policy and eligibility

#### 1.1. General

1. This Contract of Insurance (or Policy) describes your insurance – when Agricorp will pay you for a loss on a Commodity you produce. It is a contract between you and Agricorp in addition to the terms set out in your Coverage Confirmation.
2. These General Terms and the Commodity-Specific Terms are non-negotiable and are accepted by you as offered by Agricorp. Agricorp will provide the insurance described in this Policy in return for your payment of the Premium.
3. The Policy is set out in:
  - a) these General Terms;
  - b) Commodity-Specific Terms for the Commodities you insure; and
  - c) your Coverage Confirmation.
4. Commodity-Specific Terms specify the Commodities that Agricorp may insure and any unique terms that apply to a Commodity.
5. A Commodity grown for experimental, research, or similar purposes, or an unproven Commodity variety, may not be eligible for insurance.

#### 1.2. Insurable Interest

1. You must have an Insurable Interest in a Commodity to insure it.
2. Agricorp determines who has an Insurable Interest. You agree to provide Agricorp with evidence of your Insurable Interest if we ask for it.
3. You must offer all of the Acreage a Commodity will be grown on for insurance.

#### 1.3. Policy Term

1. The Policy Term, or Program Year, is the period that the Policy covers. It is one year, beginning and ending on the dates stated in the Coverage Confirmation.

#### 1.4. Renewal

1. At the end of the Policy Term, you can normally renew your insurance for another Policy Term on terms offered by Agricorp.
2. Agricorp sends you a Renewal Notice so you can renew your Policy for the next Policy Term. In some limited cases, Agricorp may decide not to renew a Policy and may not send a Renewal Notice.
3. The Renewal Notice sets out the terms of the Policy Agricorp is offering. Agricorp will tell you of any changes we intend to make to the terms that were in place in the previous Policy Term.
4. If you agree to the terms in the Renewal Notice, you do not need to respond.
5. If you want to request a change to the terms, or if you decide not to renew your Policy, you must notify Agricorp within 15 days of receiving the Renewal Notice.

#### 1.5. Premium and payment

1. The amount you pay for insurance is the Premium.
2. Agricorp sends you an invoice for the Premium with your Coverage Confirmation, unless the Commodity-Specific Terms set out another way of invoicing.
3. Agricorp may deduct from the Premium any amount that it owes you under any program it delivers.
4. **You must pay the Premium by the due date shown on the invoice.** If you do not, Agricorp may cancel the Policy, refuse to pay any Indemnity, or take other actions described in this Policy.

### 2 Insured Perils

1. If permitted to do so under the Policy, Agricorp will pay you for a loss that is caused by an Insured Peril. The payment for a loss is an Indemnity.
2. Insured Perils are adverse weather, disease, pests, or wildlife, or other uncontrollable natural perils, except as excluded in this Policy.

### 3 Excluded perils

#### 3.1. General

1. Agricorp will pay an Indemnity only if an Insured Peril causes a loss. Agricorp will not pay an Indemnity on a loss caused by an excluded peril, including:
  - a) failure to follow Good Farm Management Practices;
  - b) fire, regardless of cause;
  - c) lightning;
  - d) earthquake;
  - e) volcanic activity;

- f) unavailability of labour or machinery, or improper operation of machinery;
- g) Storage or Storage Conditions, unless the Commodity-Specific Terms state otherwise;
- h) drift, residue, or improper application of Crop Protection and Growth Products;
- i) domestic animals or livestock;
- j) any intentional or negligent act or omission by any Person, including you or a Person acting on your behalf or at your direction; or
- k) an excluded peril listed in the Commodity-Specific Terms.

### **3.2. Failure to follow Good Farm Management Practices**

1. You must follow Good Farm Management Practices during the Policy Term. If you do not, Agricorp may:
  - a) reduce the Coverage Level or the Guaranteed Production, or cancel Coverage, on the Commodity;
  - b) reduce or refuse to pay any Indemnity; or
  - c) cancel the Policy.

## **4 Available coverage**

### **4.1. General**

1. Commodity-Specific Terms set out the Coverage Agricorp will provide for a Commodity.
2. Production loss, unseeded acreage, and replanting coverages are available for most Commodities.
3. Agricorp provides other types of Coverage for some Commodities, as described in Commodity-Specific Terms.

### **4.2. Production loss coverage**

1. If you have production loss coverage for a Commodity, Agricorp will pay you an Indemnity if:
  - a) The Harvested Production is less than the Guaranteed Production;
  - b) The difference between the Harvested Production and the Guaranteed Production was caused by an Insured Peril; and
  - c) Agricorp is obliged to do so under the Policy.
2. The Coverage Period for this coverage:
  - a) begins when the Commodity was planted, as long as you planted it on or before any specified deadline; and

- b) ends when the Commodity is harvested or dealt with in some other manner, as described in section C.

#### **4.3. Production loss during Storage**

1. Commodity-Specific Terms state whether Agricorp will pay an Indemnity for production loss of a Commodity during Storage.
2. Agricorp will pay this Indemnity if, in addition to section A(4.2):
  - a) the only cause of the loss is damage caused by an Insured Peril before harvest;
  - b) if damage was apparent before harvest, you notified Agricorp of the damage, and Agricorp had an opportunity to inspect it before you harvested the Commodity;
  - c) if damage was apparent before harvest, you clearly identified and separated the damaged Commodity in Storage;
  - d) you monitored and managed Storage Conditions to minimize the possibility of any loss of or damage to the Commodity;
  - e) you reasonably tried to mitigate your loss, including trying to sell or dispose of the damaged Commodity in some other way; and
  - f) the Commodity that was lost or damaged in Storage reduces, or further reduces, the Harvested Production below the Guaranteed Production.
3. Before the sale or other disposition of any damaged Commodity in Storage, you must get Agricorp's consent. If you do not, Agricorp may not pay the Indemnity.
4. Agricorp will not pay an Indemnity for any loss during Storage due to any excluded peril, in particular any failure by you to monitor or manage Storage Conditions, or any failure of equipment used to monitor or manage Storage Conditions.

#### **4.4. Unseeded acreage coverage**

1. If you have unseeded acreage coverage for a Commodity, Agricorp will pay an Indemnity if:
  - a) an Insured Peril, other than drought, prevents you from planting the Commodity;
  - b) you make a Claim by June 15 within the Policy Term or another date set by Agricorp; and
  - c) you comply with Commodity-Specific Terms that apply to this coverage for the Commodity.

2. Agricorp will indicate any minimum Acreage you must offer for this Coverage, any deductions from any Indemnity payable, or any terms that apply to a specific Commodity in the Commodity-Specific Terms.
3. Agricorp will calculate the amount of the Indemnity based on the unplanted Acreage.
4. Agricorp will not pay an Indemnity on:
  - a) Acreage that is:
    - i. improperly prepared for planting;
    - ii. a woodlot or orchard;
    - iii. planted with a fall-seeded Commodity; or
    - iv. not suitable for the Commodity.
  - b) Acreage that was not planted with a Commodity in the previous Program Year; or
  - c) Some or all Acreage that has increased by more than 10 per cent over the Acreage for the previous Program Year, unless you reported the increase to Agricorp before the planting deadline.
5. Agricorp will deduct from any Indemnity payable a deductible representing the long-term average loss as calculated by Agricorp.
6. Between a Sharecropper and a Landlord, Agricorp will pay this Indemnity only to the Landlord, unless Agricorp agrees otherwise when you apply for Coverage or renew your Policy.

#### **4.5. Replanting coverage**

1. If you have replanting coverage for a Commodity, Agricorp will pay you an Indemnity if:
  - a) the need for replanting is caused by an Insured Peril;
  - b) you make a Claim under this coverage by a date set by Agricorp; and
  - c) you have Agricorp's consent to replant.
2. Agricorp will deduct from any Indemnity payable a deductible representing the long-term average loss as calculated by Agricorp.
3. Agricorp will indicate any other terms that apply to a specific Commodity in the Commodity-Specific Terms.
4. Agricorp calculates the Indemnity based on the Commodity you originally planted and may adjust the Indemnity based on the planting density of the replanted Commodity. Unless otherwise set out in the Commodity Specific Terms, the maximum number of acres for which an Indemnity will be paid is the total number of insured acres originally planted for that Commodity.
5. You do not have to replant the same Commodity, but you must complete replanting by the planting deadline for the Commodity that you do plant.

6. If you replant the same Commodity, your Coverage continues. If you replant a different Commodity, and you wish to have replanting coverage on it, you must request production loss coverage for it before the applicable deadline, or have unseeded acreage coverage in place.
7. Between a Sharecropper and a Landlord, Agricorp will pay this Indemnity only to the Sharecropper, unless Agricorp agrees otherwise when you apply for coverage or renew your Policy.

#### **4.6. Organic Commodities**

1. The Commodity-Specific Terms state whether Agricorp will insure a Commodity as an organic Commodity.
2. You can also insure any Commodity grown organically as a non-organic Commodity.
3. If you have Coverage for an organic Commodity, Agricorp will pay the Indemnity on the basis of that coverage if you give Agricorp a certificate from an Accredited Certification Body for the Acreage you grew the organic Commodity on. If you cannot provide a certificate, we will calculate the Indemnity based on Coverage for the non-organic Commodity. Agricorp will not change the Premium.

## **Section B: Reporting planted acreage**

### **1 Coverage reporting**

#### **1.1. General**

1. You must tell Agricorp the number of acres of each Commodity that you planted on or before the applicable planting deadline. For some Commodities, production is not based on acres planted, and the Commodity-Specific Terms tell you what to report. This is known as Coverage Reporting.
2. You must complete Coverage Reporting by any deadline that Agricorp sets. If there is no deadline, you must report within 10 days after you finish planting.
3. If your Coverage Reporting is late, Agricorp may:
  - a) estimate the number of acres of a Commodity that you planted, reduce your Guaranteed Production by up to 10 per cent, and charge you a penalty fee. Agricorp will tell you the estimated acres in the Coverage Confirmation; or
  - b) cancel the Policy, or the Coverage for the Commodity and other Commodities, and keep any Premium that you have paid.

### **1.2. Coverage confirmation and Premium invoice**

1. Agricorp sends you a Coverage Confirmation and an invoice for your Premium after you have completed Coverage Reporting.
2. If there is an error in the Coverage Confirmation, you must notify Agricorp within 10 days of receiving it.
3. If Agricorp corrects the Coverage Confirmation, we will promptly send you an updated Coverage Confirmation and an updated Premium invoice.

### **1.3. Overreported acres**

1. If Agricorp finds that you planted fewer acres than you reported, we will reduce the Guaranteed Production that was originally calculated, but may not reduce the Premium. Agricorp will use the acres actually planted to calculate the Average Farm Yield in the Program Years following the current one.

### **1.4. Underreported acres**

1. If Agricorp finds that you planted more acres than you reported, we will not change the Guaranteed Production that we originally calculated but may increase the Premium. Agricorp will use the acres actually planted to calculate the Average Farm Yield in the Program Years following the current one.

## **Section C: Harvesting and reporting your production**

### **1 Harvesting**

1. You must harvest all Commodity that you planted by the date set by Agricorp. If Agricorp did not set a date, you must complete harvesting by a date that is consistent with Good Farm Management Practices.
2. If you are not able to harvest a Commodity on time because of an Insured Peril, Agricorp may agree to extend the time you have to harvest.
3. Agricorp will pay an Indemnity on a loss due to late harvesting only if an Insured Peril caused the delay.

### **2 Reporting Harvested Production**

1. You must report your Harvested Production to Agricorp by the deadline we specify. If Agricorp did not set a deadline, you must report Harvested Production promptly after harvesting.
2. If asked, you must tell Agricorp where you are storing the Commodity you harvested.

3. If you do not report your Harvested Production when required, and an Insured Peril did not cause the delay, Agricornp may accept your report of Harvested Production, or we may assign a Harvested Production.
4. If you do not report your Harvested Production, Agricornp will assign a Harvested Production for the Commodity.
5. If you do not harvest the Commodity, or if you harvest only a portion of it, Agricornp will assign a Harvested Production for the Commodity.
6. If you plant a Commodity after any deadline set by Agricornp, Agricornp may include it in your Harvested Production.
7. In each of the cases described in section C(2.4) to C(2.6), Agricornp may reduce the Indemnity paid or decide not to pay an Indemnity.

### **3 Commodity replanted, abandoned, destroyed, or put to another use**

1. Agricornp may adjust or assign a Harvested Production if you Abandon, Destroy, or Change the Use of a Commodity.
2. If you want to replant, Abandon, Destroy, or Change the Use of a Commodity, you must first get Agricornp's consent. If you proceed to do so without consent:
  - a) Agricornp will assign a Harvested Production for the Commodity; and
  - b) Agricornp may decide not to pay an Indemnity for that Commodity.

### **4 Production affected by foreign material, damage, or reduced quality**

1. If the harvested Commodity is damaged or includes foreign material, Agricornp may adjust the Harvested Production.
2. For some Commodities, as identified in the Commodity-Specific Terms, Agricornp may adjust the Harvested Production if an Insured Peril reduces the quality of the harvested Commodity.

### **5 Salvage**

1. For some Commodities, as identified in Commodity-Specific Terms, Agricornp may adjust your Harvested Production to reflect any Commodity you Salvage or may pay you an Indemnity under salvage coverage.

### **6 Carry-over production**

1. Before harvesting a Commodity, you must report any Carry-over Production to Agricornp. If you do not, Agricornp may estimate the Carry-over Production and adjust the Harvested Production.



## **7 Intermingled production**

1. You should try not to intermingle your harvested Commodity with that of any other producer. If you do, you must notify Agricorp. If necessary, Agricorp may estimate your share of the intermingled Commodity and adjust the Harvested Production.

## **8 Other adjustments to Harvested Production**

### **8.1. General**

1. Agricorp may adjust your Harvested Production for reasons such as Factoring, reporting or other errors, losses not caused by an Insured Peril, results of an Audit, or if we determine you gave false or misleading information.

### **8.2. Notice of assigned or adjusted Harvested Production**

1. Whenever Agricorp assigns a Harvested Production, or adjusts the Harvested Production you reported, we will promptly notify you of it.
2. After you receive notice of the assigned or adjusted Harvested Production, you must notify Agricorp within 10 days if you disagree. Agricorp will then review the Harvested Production and may change or confirm it.

## **Section D: Damage to a commodity and making a claim**

### **1 Reduction in Harvested Production**

1. You must inform Agricorp promptly if:
  - a) After planting and before harvesting, a Commodity is damaged, or you expect that Harvested Production will be reduced; or
  - b) A Processor tells you about a Processing bypass affecting the Commodity or Acreage.
2. If a Commodity is damaged, you must take reasonable steps to prevent further damage to it and to any other Commodity insured by Agricorp.
3. If you do not report damage promptly, Agricorp may reduce any Indemnity payable on a Claim based on that damage.
4. After you harvest a Commodity, you must report it to Agricorp within 10 days if your Harvested Production is less than your Guaranteed Production. For some Commodities, the Commodity-Specific Terms may state a different deadline.

## 2 Making a Claim

1. In many cases, Agricornp will start processing a Claim after you have reported damage or if your Harvested Production is less than your Guaranteed Production.
2. If Agricornp does not start the Claim process, and you wish to make a Claim, you must contact Agricornp promptly. In many cases, you can call Agricornp to make a Claim. You can also make a Claim in writing using a form available from Agricornp. Agricornp may ask you to do so in some cases.
3. When making a Claim, you must:
  - a) submit a Claim in writing for certain types of coverage (for example, unseeded acreage coverage or replanting coverage);
  - b) provide any Claim to Agricornp promptly; and
  - c) provide Agricornp with complete and accurate information.

If you do not comply, Agricornp may not accept your claim.

4. If you do not make a Claim promptly after you have replanted, harvested, Abandoned, Destroyed, or Changed the Use of a Commodity, Agricornp may not accept the Claim, or may accept it and charge you a late fee.
5. You must prove that you have experienced a loss and that an Insured Peril caused the loss. In most cases, you prove the loss when you provide the necessary information for the Claim. In some cases, Agricornp may ask you for more information. If you do not prove the loss, Agricornp will not pay an Indemnity.

## 3 How Agricornp adjusts your Claim

1. After Agricornp receives your Claim, we adjust it to determine whether you are covered or whether to pay you an Indemnity and the amount of any Indemnity. While adjusting your Claim, Agricornp may request additional information from you. You **must** provide it promptly.
2. If you request it, Agricornp may allow you additional time to provide the information we require to adjust your Claim. Agricornp will not agree, however, to any extension of more than one year after we receive your Claim.
3. Agricornp will not adjust your Claim if you have not paid the Premium in full, with limited exceptions (for example, unseeded acreage Claims).

## 4 Proof of Loss

1. Agricornp may ask you to submit a Proof of Loss form when you make a Claim. Agricornp will send you the Proof of Loss form. **You must complete and return it within 60 days of receiving it.** If your Proof

of Loss form is late, is incomplete, or contains errors, Agricorp will not pay any Indemnity.

## 5 Payment of your Claim

1. Agricorp has 60 days from the date we receive your Claim or the date we receive any additional information we requested from you, whichever is later, to either pay you an Indemnity or tell you that no Indemnity is payable. If Agricorp does not do so, we must promptly provide you with a Proof of Loss form for you to complete and return to Agricorp. You must return the completed Proof of Loss form within 60 days of receiving it.
2. If you have submitted a Proof of Loss form to Agricorp, Agricorp must pay you an Indemnity, or tell you that none is payable, within 60 days of receiving it.
3. If Agricorp has agreed to provide you with additional time to submit information in support of a Claim under section D(3.2), Agricorp will extend the periods in section D(5.1) and D(5.2) for the same length of time.

## 6 If you disagree with Agricorp's adjustment of the Claim

1. If you have submitted a Proof of Loss form and you disagree with Agricorp's adjustment of the Claim, follow the steps set out in section G.
2. If you have not already submitted a Proof of Loss form and disagree with Agricorp's adjustment of the Claim, **you must request a Proof of Loss form no later than 15 days after you receive the claim payment statement from Agricorp.** You must then complete the form and return it to Agricorp within 60 days of receiving it.
3. Agricorp will notify you of any changes to our adjustment of the Claim and will pay you any Indemnity owing within 60 days of receiving the Proof of Loss. **If you still disagree with Agricorp, follow the steps set out in section G.**
4. If you do not request or return a Proof of Loss form within the time limits specified in this section, Agricorp's decision on the Claim is final.

## 7 When Agricorp may not pay an Indemnity

1. Agricorp will not pay an Indemnity if the loss occurred before you applied for insurance, completed Coverage Reporting, or paid the Premium in full.
2. If you have not met your obligations described in the Policy, Agricorp may reduce or refuse to pay any Indemnity. For example, Agricorp may not pay an Indemnity if:

- a) you planted the Commodity or reported Harvested Production after deadlines set by Agricorp;
- b) you planted the Commodity after harvesting another Commodity (insured or uninsured) from the same Acreage in the same Policy Term;
- c) you did not have Agricorp's consent to replant, Abandon, Destroy, or Change the Use of the Commodity if you did not harvest it;
- d) you did not try to prevent further damage to the Commodity; or
- e) you committed a fraud on the Claim.

## **8 Uninsured causes of loss**

1. If both an Insured Peril and an excluded peril caused a loss, Agricorp will pay an Indemnity only on the portion of the loss caused by the Insured Peril.

## **9 Reduction of Indemnity**

1. Agricorp will reduce an Indemnity by any amount that you owe to Agricorp, the Government of Ontario, or the Government of Canada. The money you owe Agricorp may be under this Policy, any other Policy or previous Policy, or any other program administered by Agricorp. Examples of money owed are:
  - a) unpaid Premiums, fees, or penalties;
  - b) any incorrect Indemnity or benefits paid to you by Agricorp; or
  - c) Overpayments made to you by Agricorp.
2. Agricorp may reduce the amount of the Indemnity if another Person has paid you or is required to pay you for the same loss.

## **10 Recovering the loss from another person**

1. Agricorp may pay an Indemnity to you when you have the right to have that loss, or part of it, paid for by another Person. In this case, Agricorp can sue that Person directly, or in your name, to attempt to recover payment from them. The legal term for this is subrogation. By entering into the Policy, you agree to cooperate with Agricorp in this process.

# Section E: Program information and audit by Agricorp

## 1 Collection and use of your information

1. Agricorp uses Program Information to fulfill our promises in this Policy to you and to provide Production Insurance and other programs.
2. Agricorp is authorized to collect and use Program Information by federal and provincial laws, including the *Agricultural Products Insurance Act, 1996*, the *Farm Income Protection Act*, and the *Income Tax Act*.

## 2 Disclosure of information

1. Agricorp may disclose Program Information to ministries or agencies of the provincial or federal government so they can administer, audit, or evaluate Production Insurance and other programs, or confirm compliance with the *Income Tax Act*. For example, Agricorp may disclose Program Information to the Ministry, Agriculture and Agri-Food Canada, or the Canada Revenue Agency.
2. Agricorp will disclose Program Information to other Persons only if you give Agricorp permission to do so. An exception is if Agricorp is required to disclose by law, by a court, or by a tribunal order. For example, Agricorp may have to disclose Program Information under the *Freedom of Information and Protection of Privacy Act*.
3. Agricorp may combine your Program Information with that of other producers so that the combined information will not identify you or others. Agricorp may then disclose that combined information to any Person.

## 3 Auditing

1. You agree that you will provide Agricorp with information that is complete and accurate.
2. You agree to allow Agricorp to perform Audits related to your participation in the Program.
3. Agricorp may perform Audits during the Audit Period.
4. You agree to cooperate with Agricorp during any Audit.
5. During an Audit, Agricorp may review Program Information, Producer Records, or Third-Party Records. We may also access the land and buildings associated with your farming business.
6. You agree that you will give Agricorp access to any Person, property, or thing required for the Audit, no later than 10 days after Agricorp asks. "Property or thing" includes land, buildings (except residences), and records.
7. Agricorp will send you a letter reporting the results of the Audit within 20 days of completing it. Based on the Audit results, Agricorp may

revise planted Acreage, Guaranteed Production, Harvested Production, Premium charged, Indemnity paid, or other provisions of the Policy.

8. If the audit determines that you owe Agricorp, Agricorp will notify you and indicate the terms of repayment.
9. If the audit determines that Agricorp owes you, Agricorp will pay you within 60 days after you receive the reporting letter.

## **4 Access to records and property**

### **4.1. Access to records**

1. You agree to allow or arrange for Agricorp's access to Producer Records and Third-Party Records at any time during the Audit Period. This may be for Auditing, Claim adjustment, or other purposes related to your participation in the Program.

### **4.2. Producer Records**

1. You agree to keep Producer Records for the Audit Period. During the Audit Period, you agree to provide, or give Agricorp access to, Producer Records no later than 10 days after we request them.
2. You agree to cooperate if Agricorp asks to access or copy Producer Records. This may include producing them in a usable format.

### **4.3. Third-party Records**

1. During the Audit Period, if Agricorp asks, you will within 10 days direct the other Persons who own or control Third-Party Records to give Agricorp prompt, unrestricted access to them and allow Agricorp to copy them. This may include arranging for Agricorp to receive them in a usable format.

### **4.4. Access to your property**

1. You agree that at any time during the Audit Period, Agricorp Staff and Inspectors may enter the land and buildings (except residences) that you own or occupy. Agricorp will do this during normal business hours. This visit may be for Auditing, Claim adjustment, or other purposes related to your participation in the Program.
2. You agree that you will identify any potentially unsafe areas or conditions to Agricorp Staff or Inspectors before they start their work. Agricorp staff or Inspectors may refuse to enter or inspect unsafe lands or buildings until you have made them safe.
3. You understand that the *Agricultural Products Insurance Act, 1996* gives Inspectors the right to enter and inspect property, land, and buildings (except residences) that you own or occupy. They can also inspect books and records. The *Agricultural Products Insurance Act, 1996* describes their powers.

#### **4.5. Examination under oath**

1. If Agricorp asks during the Audit Period, you will answer questions related to this Policy in person and after swearing (or affirming) that you will answer truthfully. This is an examination under oath.
2. Agricorp will tell you the time and location of the examination, but we will also consider your suggestions. We will be fair when setting the location and timing.
3. You agree to bring any Producer Records or Third-Party Records that Agricorp requests to the examination, and you agree to allow Agricorp to copy them.

## **Section F: Cancellation, reinstatement, termination, and voiding the Policy**

### **1 Ways your coverage can end**

1. Your insurance coverage will end before the end of the Policy Term if:
  - a) you or Agricorp cancel the Policy;
  - b) Agricorp terminates the Policy because you no longer have an Insurable Interest; or
  - c) your actions or a failure to meet your obligations under this Policy result in the Policy being void or voidable.
2. When a Policy is void, it is as if the insurance coverage never existed. When a Policy is voidable, Agricorp can decide to void the Policy.

### **2 Cancellation**

#### **2.1. You cancel the Policy**

1. To cancel your Policy, you must notify Agricorp on or before the Cancellation Deadline. We will cancel the Policy on the date that we receive notice from you.
2. Agricorp will refund the Premium you have paid, minus any Earned Premium.

#### **2.2. Agricorp cancels the Policy**

1. Without limitation by the generality of Section F(1), Agricorp may cancel the Policy if you:
  - a) do not complete Coverage Reporting by the deadline;
  - b) do not pay the Premium in full when it is due;
  - c) have not paid other amounts that you owe to Agricorp, the Government of Ontario, or the Government of Canada;

- d) do not meet, or no longer meet, the necessary qualifications and requirements for Insurance;
  - e) do not cooperate with Agricorp under section E;
  - f) materially breach the Policy, *Agricultural Products Insurance Act, 1996*, or Regulations;
  - g) provide, or allow others to provide, false or misleading information to Agricorp, or commit a fraud;
  - h) are abusive toward any Agricorp Staff; or
  - i) fail to promptly notify Agricorp of a material change relating to the insurance.
2. If Agricorp cancels your Policy for reasons listed in section F(2.2.1)(a) or F(2.2.1)(b), we will send you a cancellation notice. That notice will provide the cancellation date.
- a) If the reason is section F(2.2.1)(a), Agricorp will not refund your Premium. You will not be entitled to receive any Indemnity, and you must promptly repay any Indemnity that you received.
  - b) If the reason is section F(2.2.1)(b), Agricorp will refund any portion of the Premium that you paid, less any Earned Premium.
3. If Agricorp is cancelling your Policy for any of the reasons in section F(2.2.1)(c) to F(2.2.1)(f):
- a) We will notify you that we will cancel your Policy 30 days after the date you receive the notice, and the reason for doing so, if you take no action to address the issue identified by Agricorp.
  - b) If you take action to address the issue within the 30-day period, and those actions are acceptable to Agricorp, we will not cancel the Policy.
  - c) If you take no action to address the issue, or if you do but the actions you have taken are not acceptable, Agricorp will send you a cancellation notice to confirm that we have cancelled your Policy and to provide the cancellation date. In addition:
    - i. Agricorp will not refund your Premium;
    - ii. Agricorp may charge you a cancellation fee;
    - iii. you will not be entitled to receive any Indemnity; and
    - iv. you must repay any Indemnity that you were paid.



### **2.3. False or misleading information related to your Policy**

1. If you provide, or allow others to provide, false or misleading information to Agricorp, Agricorp may cancel your Policy. Cancellation is effective on the date you receive the cancellation notice. You will not be entitled to receive any Indemnity or any Premium refund. You must repay any Indemnity that you were paid. Agricorp may also:
  - a) charge you a cancellation fee; or
  - b) decide that you will not be eligible to participate in the Program for up to 12 months after the end of the Policy Term.
  
2. If you intentionally provide, or intentionally allow others to provide, false or misleading information to Agricorp, or commit a fraud under the Policy, Agricorp may cancel your Policy. Cancellation will be effective on the date you receive the cancellation notice. You will not be entitled to receive any Indemnity or any Premium refund. You must repay any Indemnity that you were paid. Agricorp may also:
  - a) charge you a cancellation fee;
  - b) decide that you will not be eligible to participate in the Program for up to 24 months after the end of the Policy Term;
  - c) decide that you are not eligible to participate in the AgriStability program for the Program Year corresponding to the Policy Term. In this case, Agricorp will not refund the fees you paid, and you must repay any benefits that you received for that program; or
  - d) decide that you will not be eligible to participate in the AgriStability program for the following two Program Years.
  
3. If Agricorp finds that you provided false or misleading information, but does not cancel the Policy, Agricorp will determine what information should have been used in relation to the Policy. We may use this information to revise planted Acreage, Guaranteed Production, Harvested Production, Premium charged, Indemnity paid, or other provisions of the Policy.

### **2.4. False or misleading information related to previous policies**

1. Agricorp will notify you if you:
  - a) provided, intentionally or not, false or misleading information to Agricorp;
  - b) allowed others to provide, intentionally or not, false or misleading information to Agricorp; or

- c) committed a fraud related to a previous Policy.
2. You must repay any Indemnity that you received under that Policy.
3. In addition, Agricorp may take the actions set out in section F(2.3.1) (if the action was not intentional) or F(2.3.2) (if the action was intentional or fraudulent) on your current Policy.

## **2.5. Abuse of Agricorp Staff**

1. You must not be abusive toward any Agricorp Staff.
2. If you are abusive, the Ministry will send you a written warning.
3. If, after receiving a written warning, you are again abusive toward Agricorp Staff:
  - a) Agricorp may cancel your Policy. Cancellation will be effective on the date you receive the cancellation notice.
  - b) Agricorp also may decide that you are not eligible to participate in the Program for up to 12 months after the end of the Policy Term.
  - c) If Agricorp cancels your Policy, you will not be entitled to receive any Indemnity or any Premium refund. You must repay any Indemnity that you were paid.
4. If Agricorp cancelled a previous Policy because you were abusive but insured you under your current Policy, and you are again abusive toward Agricorp Staff:
  - a) Agricorp may cancel your Policy. The cancellation will be effective on the date that you receive the cancellation notice.
  - b) If Agricorp cancels your Policy, you will not be entitled to receive any Indemnity or any Premium refund. You must repay any Indemnity that you were paid.
  - c) Agricorp may decide that you are not eligible to participate in the Program for as long as the Minister's Order is in effect.
  - d) Agricorp may also decide that you are not eligible to participate in the AgriStability program for the Program Year corresponding to the Policy Term. If this happens, Agricorp will not refund the fees you paid, and you must repay any benefits that you received for those programs. Agricorp also may decide that you will not be eligible to participate in the AgriStability program for as long as the Minister's Order is in effect.

### 3 Reinstatement

1. If Agricorp has cancelled your Policy, you can ask us to reinstate it during the Policy Term.
2. Agricorp decides whether to reinstate the Policy and on what terms we will reinstate it.
3. If Agricorp reinstates the Policy, you must pay the Premium as if the Policy was in force for the full Policy Term.

### 4 Termination of Policy

1. To be eligible for insurance of a Commodity, you must have an Insurable Interest in it. Your Insurable Interest may end during the Policy Term, because of, for example:
  - a) sale of the property where you grow the Commodity;
  - b) insolvency, receivership or bankruptcy proceedings;
  - c) the closing down of your agribusiness; or
  - d) your death and the administration of your estate.
2. **If your Insurable Interest in a Commodity ends, you must notify Agricorp promptly.** We may also independently determine that you no longer have an Insurable Interest.
3. If you no longer have an Insurable Interest in a Commodity, Agricorp will terminate the coverage for that Commodity.
4. If you no longer have an Insurable Interest in any Commodity insured under the Policy, we will terminate the Policy and send you a termination notice.
5. Your coverage, or Policy, will end on the date that your Insurable Interest ended.
6. Agricorp may charge you a termination fee and may keep any Earned Premium.
7. If you do not have an Insurable Interest in a Commodity, we will not pay you an Indemnity on it. You must repay any Indemnity Agricorp paid on a Claim for a loss that occurred after your Insurable Interest ended.

### 5 Voiding the Policy

1. Agricorp can decide to void the Policy, rather than cancel it.
2. Agricorp may void the policy if you:
  - a) Provide, intentionally or not, false or misleading information that Agricorp requires for underwriting the Policy;
  - b) Allow others to provide, intentionally or not, false or misleading information that Agricorp requires for underwriting the Policy; or
  - c) Commit a fraud related to underwriting.

3. Agricorp will promptly notify you of our decision.
4. If Agricorp voids the Policy:
  - a) we will not refund any Premium;
  - b) You must repay any Indemnity that you received; and
  - c) we may decide that you are not eligible to participate in the Program for up to 24 months after the end of the Policy Term.
5. Agricorp may also decide that you are not eligible to participate in the AgriStability program for the program year corresponding to the Policy Term. If this happens, we will not refund the fees you paid, and you must repay any benefits that you received for those programs. We may also decide that you will not be eligible to participate in the AgriStability program for a period up to the following two Program Years.

## 6 Material Changes to risk

1. **You must promptly notify Agricorp of any Material Change relating to the insured risk.**
2. If you do not promptly notify Agricorp of a Material Change that you know about, or that you reasonably should know about, we can void the Policy.
3. Agricorp will notify you of our decision.
4. If Agricorp decides to void the Policy, we will not refund your Premium, and you must repay any Indemnity that you received.
5. If you notify Agricorp of a Material Change, or if you failed to notify Agricorp of the change but we decide not to void the Policy, we may:
  - a) amend the Policy (for example, revise Coverage Level or Average Farm Yield), charge an additional Premium, or both; or
  - b) cancel the Policy.
6. If Agricorp amends the Policy, we will send you a revised Coverage Confirmation with an invoice for any additional Premium.
7. **If you disagree** with the amended Policy, or additional Premium, **you must notify Agricorp within 15 days of receiving the Coverage Confirmation or invoice.** We will cancel the Policy, effective the day we issued the revised Coverage Confirmation, and will refund the Premium you have paid, minus any Earned Premium.
8. If Agricorp decides to cancel the Policy, we will send you a cancellation notice. The cancellation will be effective on the date specified on the notice. Agricorp will refund the Premium you have paid, minus any Earned Premium.

## Section G: What happens if we disagree

### 1 Issue review

1. If you disagree with a final decision made by Agricorp, you can request an issue review.
2. An issue review is a review of previous decisions made on your file to ensure all program guidelines, policies and processes have been followed by Agricorp.
3. Issues review may include a meeting to help find a solution to the disagreement. Often the result is resolution of the disagreement.
4. If you have appealed Agricorp's decision to the Agriculture, Food and Rural Affairs Appeal Tribunal (the Tribunal), Agricorp will not participate in an issue review unless you defer the Tribunal process.

For more information about the issue review process, visit the appeal decision page on Agricorp.com or contact Agricorp for information. The process described there is incorporated into these General Terms by reference.

### 2 Appeal to Tribunal

1. If you disagree with a final decision made by Agricorp, you can appeal it to the Tribunal.
2. You have one year from the date you receive our final decision to appeal to the Tribunal.
3. You may consider contacting a lawyer to help with your appeal to the Tribunal.

For information about making an appeal, visit the Appeal Tribunal page on the Ministry website:

<http://www.omafra.gov.on.ca/english/tribunal/whatis.html>

## Section H: Policy conditions

### 1 Changes to provisions in the Policy

#### 1.1. The effect of law on the Policy / Conflict resolution

1. A number of laws apply to this Policy, including the *Agricultural Products Insurance Act, 1996*, the Regulations, the Minister's Order and related laws of Ontario and Canada.
2. If this Policy conflicts with any Act or Regulations or the Minister's Order or there is an error in it or an omission, you and Agricorp must follow the Act or the Regulations or Minister's Order in that order.

3. If there is any discrepancy between a provision in these General Terms and a provision in the Commodity-Specific Terms, the Commodity-Specific Terms will take precedence.
4. Sometimes the effect of a law is that a provision in the Policy is not enforceable. If any provision of this Policy is not enforceable, it will be as if that provision is not in the Policy. All of the other provisions will continue to apply.

### **1.2. Waiving a provision of the Policy**

1. During the Policy Term, you or Agricorp may want the other to agree that a particular provision of the Policy will not apply. If so, you or Agricorp must notify the other party, and the other must agree in writing, or the provision will still apply. An exception to this is if not applying a provision would be favourable to you; in this case, Agricorp does not have to ask you to agree (for example, if Agricorp decides not to enforce a deadline).

### **1.3. Changes to the Policy**

1. If you or Agricorp want to make a change to the Policy during the Policy Term, the other must agree to it in writing.

### **1.4. Survival of provisions of the Policy**

1. Some provisions, because of their nature, will survive beyond the expiry, cancellation, or termination of the Policy. Examples are:
  - a) Agricorp's obligation to pay an Indemnity;
  - b) Agricorp's right to Audit;
  - c) your obligation to cooperate in any Audit; and
  - d) your right to appeal to the Tribunal.

## **2 When you or Agricorp notify the other**

1. How to give notice:
  - a) If the Policy requires that you or Agricorp notify, or give notice to, the other, the notice must be in writing.
  - b) Except for a cancellation or termination notice, notices can be emailed, mailed, couriered, faxed, or hand delivered.
  - c) To notify you, Agricorp will use the contact information we have on file for you.
  - d) You can find contact information to notify Agricorp at [www.agricorp.com](http://www.agricorp.com).
2. The following effective dates will apply:
  - a) hand-delivered notice will be effective when delivered;

- b) emailed or faxed notice will be effective on the business day after it was sent;
  - c) notice delivered by courier will be effective two business days after it was sent; and
  - d) notice sent by mail will be effective five business days after it was mailed.
3. Agricorp will send a cancellation or termination notice by registered mail. If registered mail service is not available, Agricorp will send it by courier or hand deliver it.
  4. If you refuse to accept, or avoid accepting, any notice, Agricorp will consider it to have been delivered on the date that delivery is attempted.

### **3 Consent**

1. If you or Agricorp are required to get consent from the other, the consent must be in writing to be effective.

### **4 Business structure changes**

1. **You must promptly notify Agricorp if any information you gave to us about your business changes.** In particular, you must tell Agricorp about any change in control, ownership, or business structure. You must also inform Agricorp if your business is or may be the subject of insolvency, receivership, or bankruptcy proceedings.

### **5 Death of an individual insured**

1. **If you are insured as an individual and pass away, your legal representative or estate trustee must promptly notify Agricorp of your death.** The Policy will remain in effect until the end of the Policy Term. If, however, your Insurable Interest ceases to be part of your estate before that date, your Policy will terminate when that occurs.

### **6 Transferring the Policy or your right to an Indemnity**

#### **6.1. Transferring the Policy**

1. **To Assign the Policy, you must first ask for consent from Agricorp.** Agricorp is not obligated to give you consent.
2. Assigning the Policy gives the Assignee all of your rights and obligations under the Policy.
3. If you attempt to Assign the Policy to another Person without Agricorp's consent, the Assignment will have no effect.

## **6.2. Transferring your right to an Indemnity**

1. **To Assign all or part of your right to an Indemnity, you must submit a completed Assignment of Indemnity form** (available on [agricorp.com](http://agricorp.com)) to Agricorp.
2. If you want to make a second Assignment, you must complete a new Assignment of Indemnity form, which replaces the first form. The first Assignee must sign it to confirm that they consent to the new Assignment.
3. You may not make more than two Assignments of your right to an Indemnity.
4. The first Assignee has priority over a second Assignee.
5. If you have assigned your right to an Indemnity, any payment will be made jointly to you and the Assignee.
6. Assigning your right to an Indemnity also gives the Assignee the same right as you to:
  - a) make a Claim; and
  - b) receive notice from Agricorp of important changes to the Policy, including cancellation, termination, or the voiding of it by Agricorp.
7. An Assignee does not have any rights under section G.
8. You must complete and submit a new Assignment of Indemnity form for each Program Year you wish to make an Assignment of Indemnity.
9. If you have not submitted an Assignment of Indemnity form, but a creditor presents Agricorp with an agreement or direction signed by you, or other evidence that any Indemnity is to be paid to the creditor, Agricorp may rely on that documentation and pay the Indemnity or a portion of it to the creditor up to the amount you owe to it.

## **7 Payment to Agricorp**

### **7.1. Overpayment**

1. An overpayment is any amount Agricorp paid to you that you were not entitled to receive or to which you ceased to be entitled to receive at any time after the payment was made under this or any previous Policy, or under any other program Agricorp delivers.
2. An overpayment is a debt that you owe to the Government of Ontario or to the Government of Canada.
3. To collect an overpayment, Agricorp will follow applicable legislation, Government of Ontario directives, and the Ministry's collections practices.
4. Agricorp may deduct an overpayment from any amount we owe you under the Policy or any previous Policy, or under any other program Agricorp delivers.



5. An Indemnity that is repayable under sections E or F is not an overpayment. Such an Indemnity is repayable under section H7.2.

### **7.2. Payments of other debts**

1. You must pay Agricorp any unpaid Premiums, Indemnities repayable under sections E or F, or fees or penalties assessed under the Policy. You must pay any such debt within 30 days after you receive Agricorp's notice of it. We may specify a longer period for you to make payment.
2. Agricorp can deduct unpaid amounts for other debts from any amount that it owes you under the Policy or any previous Policy, or under any other program it delivers.

### **7.3. Interest**

1. You must pay Agricorp interest on any:
  - a) overdue Premiums;
  - b) Indemnity repayable to Agricorp;
  - c) overdue fees or penalties; or
  - d) overpayments.
2. Agricorp charges interest at a rate set quarterly by the Ministry of Finance.

## **Section I: Definitions**

### **A**

#### **Abandon**

When used as a verb, to leave a Commodity growing on an Acreage and take no further actions to promote its growth or protect it from perils.

When used as a noun, it has a corresponding meaning.

#### **Accredited Certification Body**

An organization accredited by the Canadian Food Inspection Agency to certify organic products under the federal *Organic Products Regulations, 2009*.

#### **Acreage**

Depending on the context, the area, or the number of acres, of land that you plant a Commodity on.

#### **Agricorp**

The corporation named AgriCorp established under the *AgriCorp Act, 1996*.

**Agricorp Staff**

Part-time or full-time employees of Agricorp, or contractors providing services to Agricorp.

**Assignee**

The Person you assigned the Policy or your right to an Indemnity to.

**Assign, Assignment**

When used as a verb, the transfer of the Policy or the transfer of all or part of your right to an Indemnity. When used as a noun, it has a corresponding meaning.

**Audit**

When used as a verb, the review, investigation, or determination by Agricorp of any matters relating to a Policy. When used as a noun, it has a corresponding meaning.

**Audit Period**

The period from the beginning of the Policy Term to seven years after the end of the Policy Term or seven years after the date Agricorp paid you an Indemnity, whichever is later.

**Average Farm Yield**

A benchmark yield determined by Agricorp that we use to calculate your Guaranteed Production.

**C****Cancellation Deadline**

The date after which Agricorp will not accept notice of cancellation of the Policy from you.

**Carry-over Production**

Production of a Commodity from a previous Program Year that you have kept and not used, sold, or transferred in some other way.

**Change the Use of a Commodity**

To use a Commodity for a purpose other than originally intended, including cutting it for feed, harvesting it before full maturity, or pasturing.

**Claim**

When used as a verb, asking Agricorp for a payment for a loss under the Policy. When used as a noun, it has a corresponding meaning.

**Commodity**

An agricultural product listed in Ontario Regulation 267/15 and eligible for insurance under the *Agricultural Products Insurance Act, 1996*.

## **Commodity-Specific Terms**

The parts of the Policy that specify the Commodities that Agricorp will insure and any unique terms that apply to a Commodity. They also set out the Coverage Agricorp will provide for a Commodity.

## **Contract of Insurance**

See *Policy*.

## **Coverage**

The type of Insurance Agricorp provides for a Commodity.

## **Coverage Confirmation**

A form provided by Agricorp that is part of the Policy and describes the Commodity insured, your Coverage, Coverage Level, planted Acreage, and other important Policy information. It also shows any changes made to the provisions in the Renewal Notice.

## **Coverage Level**

The percentage of Guaranteed Production of a Commodity insured under a Coverage.

## **Coverage Period**

The period when a Commodity is insured against loss (for example, from the date of planting to the date of harvest). An Indemnity is not payable for any loss of or damage to the Commodity occurring outside of the Coverage Period.

## **Coverage Reporting**

Telling Agricorp the number of acres of each Commodity you planted on or before an applicable planting deadline. For some Commodities, production is not based on acres planted, and you should refer to the specific Commodity-Specific Terms for the Commodity for what to report.

## **Crop Protection and Growth Products**

Pesticides, fertility products, plant activators, plant growth regulators, or other agents used in the growth or protection of annual or perennial plants.

## **D**

### **Destroy a Commodity, Destroying the Commodity or Destruction**

To dispose of a Commodity by plowing under, spraying, or other means, so that you cannot Salvage, market, or deal with it in some other way.

## **E**

### **Earned Premium**

The cost to Agricorp of providing insurance coverage to you from the beginning of the Policy Term to the date of cancellation.

## **F**

### **Factoring**

Adjusting the amount of a Commodity harvested for early harvest, grading, varietal differences, or other criteria specified by Agricorp.

## **G**

### **Good Farm Management Practices**

1. Using approved, accepted, or reasonable methods for the production of a Commodity, including those for preparing or maintaining soil, planting, fertilizing, irrigating, crop protection (including controlling weeds, disease, or pests), and harvesting to attain reasonable Commodity yields.
2. Using only Crop Protection and Growth Products registered or approved for use in Ontario.
3. Using Crop Protection and Growth Products in compliance with applicable specifications or guidelines, including recommended application rates and times, precautions, and application restrictions.
4. Making use of expert advice available from federal or provincial extension staff, certified crop advisors, crop consultants, industry representatives, or local agri-business personnel, to assist in maximizing, or identifying and overcoming obstacles to maximizing, the production or yield of a Commodity.
5. For perennial Commodities, using appropriate management practices to promote their long-term viability.
6. Using appropriate facilities and means for Storage of a Commodity and for monitoring and managing Storage Conditions to minimize loss of or damage to a Commodity while in Storage.
7. Maintaining complete and accurate records associated with the production of the Commodity.

### **Guaranteed Production**

The production of a Commodity, calculated by Agricorp, that is the maximum production that can be insured.

## **H**

### **Harvested Production**

The total amount of a Commodity that you harvest and report to Agricorp.

## **I**

### **Indemnity**

Payment on a Claim for loss.

### **Inspector**

An Agricorp or Ministry employee appointed under the *Agricultural Products Insurance Act, 1996* to conduct inspections of property and documents.

**Insurable Interest**

An interest in a Commodity you produce, would benefit from the production of, or would suffer financial or other loss from any loss of or damage to it.

**Insured Peril**

Adverse weather, disease, pests, or wildlife, or other uncontrollable natural perils, except as excluded in this Policy.

**L****Landlord**

A Person who owns land and allows another Person to grow a Commodity on it in return for a share in the production of it. A Person who owns land and rents or leases it to another Person for a fixed amount per unit of land is not a Landlord under this Policy.

**M****Material Change**

A substantial and continuing change that affects the risk insured by Agricorp.

**Minister's Order**

The *Minister's Order: Canadian Agricultural Partnership Business Risk Management Theme Program [0004/2018]* made as of April 1, 2018, by the Minister of Agriculture, Food and Rural Affairs.

**Ministry**

The Ontario Ministry of Agriculture, Food and Rural Affairs.

**P****Person**

An individual, corporation, partnership or other legal entity capable of entering into the Policy.

**Policy**

The contract between you and Agricorp that describes your insurance – what Agricorp will pay you for a loss on a Commodity that you produce.

**Policy Term**

The period that the Policy covers. One year, beginning and ending on the dates stated in the Coverage Confirmation.

**Premium**

The amount you pay for insurance.

## **Processing**

Operations a Processor takes to preserve a Commodity or convert it to a marketable product. Operations include canning, dehydrating, drying, freezing, pickling, processing with sugar, sulphur dioxide, other chemical, or heat, or combining one or more Commodities.

## **Processor**

An entity, which may be licensed by the Ontario Farm Products Marketing Commission or other authority, that purchases a Commodity for Processing.

## **Producer Records**

Documents relating to Production Insurance and this Policy that you own and control. Examples are business or financial records, contracts, certifications, input records, chemical application logs, and field activity, harvest, storage, and transportation logs.

## **Production Insurance**

The insurance of Commodities offered by Agricorp under the *Agricultural Products Insurance Act, 1996*.

## **Production Insurance Program, Program**

The program for the delivery of Production Insurance by Agricorp.

## **Program Information**

Information that Agricorp collects from you throughout the Policy Term, which may include personal information (e.g., a Social Insurance Number if you are an individual).

## **Program Year**

See *Policy Term*.

## **Proof of Loss**

A written statement where you detail your claim.

## **R**

### **Regulation**

A regulation made under the *Agricultural Products Insurance Act, 1996*.

### **Renewal Notice**

A document given to you that sets out the terms of the Policy that Agricorp is offering in the next Policy Term.

## **S**

### **Salvage**

Taking steps to recover a Commodity for its original, or another, purpose.

## **Sharecropper**

A Person who grows a Commodity on behalf of themselves and a Landlord and transfers a portion of the production to the Landlord. A Person leasing or renting land at a fixed amount per unit of land is not a Sharecropper.

## **Storage**

Storing a Commodity after harvest for sale, Processing, or some other disposition at a future time.

## **Storage Conditions**

Conditions in which a Commodity is stored, including lighting, ventilation, air circulation or exchange, temperature, humidity, or atmospheric controls (for example, O<sub>2</sub> or CO<sub>2</sub> content).

## **T**

### **Third-Party Records**

Documents relating to Production Insurance and this Policy that other Persons own or control. Examples of these Persons are provincial or federal ministries or agencies, banks, accounting firms, commodity boards, farm organizations, grain elevator operators or dealers or Processors.

### **Tribunal**

The Agriculture, Food and Rural Affairs Appeal Tribunal.

## **Y**

### **Yield**

The amount of a Commodity grown or harvested per acre, or other unit of area.

## **Section J: Words and phrases**

Agricorp is providing explanations of the following words or phrases to assist you in understanding the Policy. Please do not treat them as legal advice. You may wish to consult a lawyer if you need assistance understanding any part of this Policy.

### **for example**

Provided for illustrative purposes only. If this phrase precedes a list, the examples provided following it are not an exhaustive list.

### **include, including**

Means including, but not limited to, If “including” precedes a list, the words listed after are not an exhaustive list.

### **material**

Would be taken into consideration when making, or would affect, a decision.

**promptly**

Immediately and without delay.

**reasonable, reasonably**

What an impartial observer would think that other persons in similar circumstances to yours would do.

**we, us, our**

Agricorp.

**you, your**

You, the insured under this policy.