



# Contract of Insurance – Terms and Conditions

## Part I • General Part I

*This document applies to all Insuring Agreements for any crops for which coverage is offered. PART I - General Part applies to all crops. PARTS II - XIII are Insuring Agreements that apply to specific crops.*

In accordance with this Contract, and in return for the payment of a specified premium in respect of an insured crop, Agricorp shall indemnify the Insured for a production loss caused by an insured peril.

All section references within a Part of this document shall be read as section references to a section in that Part and not to a section in another Part of this document, unless specifically stated otherwise.

The terms contained in this document are the terms fixed by Agricorp pursuant to the *Crop Insurance Act (Ontario), 1996, S.O. 1996, c. 17, Schedule C, s. 5.*

The Production Insurance coverage provided to the Insured and its terms and conditions and the methodology used to determine those terms and conditions, including the calculations in support thereof and the application thereof to the Insured, are subject to any errors or omissions (E & OE) made in arriving at the calculation, or in the calculation thereof, and will be amended and/or adjusted to reflect and correct any such errors and omissions.

### A. Definitions

In the Contract:

"accredited certification body" means a certification body accredited by the Standards Council of Canada for organic production.

"Act" means the *Crop Insurance Act (Ontario), 1996, S.O. 1996, c. 17, Sch. C.*

"adjusted yield" means the total of the harvested production and the appraised potential production, as determined by Agricorp.

"adjustment of a claim" means the process of negotiating a settlement or investigating a loss under the terms and conditions of the Contract for Insurance issued to the Insured by Agricorp in respect of an insured crop.

"Agricorp" means the corporation named AgriCorp established under the *AgriCorp Act, 1996, S.O. 1996, c. 17, Sch. A.* Any reference to Agricorp in this document shall include, where the context requires, Agricorp and its employees and agents.

"Agricorp Call Centre" means that service established by Agricorp for communicating with an Insured on all aspects of the administration of Production Insurance Contracts, including advising Agricorp of damage or the potential of damage to an insured crop or a claim on a Contract.

"Applicant" means an applicant for the Contract.

"Application" means a written application for the Contract signed by the Insured or an authorized representative of the Insured who is identified on the Application and appointed by the Insured in writing.

"appraised potential production" means the total potential production of an unharvested crop or a crop put to another use, as adjusted by Agricorp. It may also contain losses as a result of the causes described in clause K.4 of this Part.

"area average" means a figure representing the average farm yield or average harvested yield for a defined region.

"average farm yield" means the average of an Insured's previous yields for an insured crop as adjusted and calculated by Agricorp; or, where the Insured does not have such previous yields, the figure assigned by Agricorp, or, on such other basis as Agricorp may determine.

"carryover production" means crop production from a prior year that has not been sold by the Insured.

"Contract" means "Contract of Insurance" unless the context requires otherwise.

"Contract of Insurance" means the contract issued to an Insured by Agricorp in respect of an insured crop. The Contract consists of this document and:

- a. the Application;
- b. the confirmation of insurance, the Renewal Notice and the Customer Change Notice, if any;
- c. the Coverage Confirmation or Crop Underwriting Report or its equivalent;
- d. any applicable Production Insurance Documents;
- e. Ontario Regulation 380/97 under the *Crop Insurance Act (Ontario), 1996.*

"Coverage Confirmation" means the document or set of documents that Agricorp provides to confirm coverage in place and so that customers can respond, as required (for example, to report their planted acreages).

"coverage level" means the coverage percentage offered by Agricorp in respect of an insured crop, which is selected by the Insured and agreed to by Agricorp.

"crop" means "insured crop" unless the context requires that it mean both insured and uninsured crops or only a crop that, for whatever reason, is not an insured crop.

"Crop Insurance" means Production Insurance against insured loss or damage caused by an insured peril.

"Crop Underwriting Report" means, with respect to Part III of this document, the Crop Underwriting Report or equivalent document setting out the final average yield and premium payable for the current crop year.

"crop year" means the calendar year in which the insured crop is planted or seeded, except where provided otherwise in the Insuring Agreement or in the Production Insurance Document specifically applicable to the insured crop.

"deductible" means the portion of a production loss that is not insured.

"designated grade" means the grade or other specification for an insured crop as assigned by Agricorp.

"dockage" means material other than the crop in a harvested sample of insured crop.

"double-cropping" means the practice of consecutively producing two crops of either like or unlike commodities on the same land within the same year.

"excluded acres" means acres that are not insured and that are excluded from final acreage reporting or the Crop Underwriting Report.

"factoring" means an adjustment to measured yield to compensate for early harvest, grading, and varietal differences, or such other matters as Agricorp may deem appropriate.

"farm management practices" means the techniques or methods that an Insured uses for preparing and maintaining soil; planting; fertilizing; controlling weeds, disease, and insects; and harvesting.

"final acreage reporting" means the process in which a customer reports their final total number of acres that are seeded or planted to an insured crop.

"fixed price option" means the insurance option under which a production indemnity payment is based on a pre-determined set price.

"floating price option" means the insurance option under which a production indemnity payment is based on an average price at harvest time, as determined by Agricorp.

"good farm management practice" includes, but is not limited to:

- a. using approved, reasonable methods or techniques of preparing and maintaining soil, planting, fertilizing, crop protection (including, but not limited to, controlling weeds, insects and disease), and harvesting in a manner that ensures reasonable yields;
- b. making every reasonable attempt to ensure crop planting, crop protection, and crop harvesting are adequate to provide a reasonable yield;
- c. using only chemicals registered in Ontario and approved for use in Ontario;
- d. using such chemicals in compliance with the specifications and recommendations on the product label including, but not limited to, recommended rates and timing, precautions, and application restrictions;
- e. making use of expert advice such as federal and provincial extension staff, crop consultants, industry representatives, and local agri-business personnel to

assist in identifying and overcoming obstacles to reasonable crop yields;

- f. in the case of perennial crops, using appropriate crop husbandry practices to ensure the long-term viability of the planting.

"guaranteed production" represents the maximum potential indemnity covered. For most crops it is the average farm yield less any applicable deductible.

"harvested production" means the total amount of insured crop grown and harvested as declared by the Insured and as determined by Agricorp.

"indemnity" or "indemnities" means money payable to the Insured under one or more of the Insuring Agreements.

"insurable crop" means a crop that Agricorp is permitted to insure by the Act and the Regulations.

"insurance" means the undertaking by Agricorp to indemnify an Insured against loss or liability for loss in respect of a specified risk or peril to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of the event.

"insurance price" means the value, as determined by Agricorp, that applies to a unit of insured crop and which value is used in the settlement of claims under the Contract. The insurance price is also referred to as the "claim price" or the "settlement price".

"Insured" means the person, corporation, partnership, or other body or entity to whom the Contract is issued.

"insured crop" means a crop grown or produced in Ontario that is insured under the Contract by Agricorp.

"insured perils" means the perils for which insurance is provided as specified in one or more of the Insuring Agreements, or as provided in an applicable Production Insurance Document.

"Insuring Agreement" means one or more of those Parts that follow Part I of this document. Each Insuring Agreement is applicable to a specific list of eligible crops.

"joint tenancy" means two or more farmers, who are insured separately and either own or rent a parcel of land together and share the costs and work in some proportion.

"land base" means the collection of farms owned, rented, or sharecropped or sharegrown by an Insured.

"landlord" means the person who owns a parcel of land and allows another person or persons to farm the land in return for an interest in the production or in the proceeds of any disposition of the crop. A person who receives an amount per acre for the use of the person's land is not a landlord as defined.

"landlord/sharecropping arrangement" or "landlord/sharegrowing arrangement" is an arrangement made between two persons where the landlord owns the land upon which the landlord permits the sharecropper to farm in exchange for a percentage of the production or of the proceeds of any disposition of the crop. The ratio of the percentages shall not exceed 80:20.

"loss due to an uninsured peril" means a loss caused by an uninsured peril and which is deducted from an Insured's guaranteed production to account for yield loss not covered by Production Insurance.

"owner-operator acres" are acres that are owned or rented by the Insured and which are not sharecropped or sharegrown acres.

"potential loss" means a loss not covered by the Contract that will be added to the harvested yield.

"premium" means the single or periodical payment to Agricorp under the Contract.

"processor" means a purchaser of fresh crop by a licensed processor.

"processing crop" means an insured crop grown for selling to or sold to a licensed processor.

"processing contract" means a contract between an Insured and a licensed processor for the sale and purchase of an insured crop, or any part thereof.

"Production Insurance" means "Crop Insurance".

"Production Insurance Document" means a document that satisfies all of the following requirements. The document:

- a. is specifically designated by Agricorp as part of the Contract to be used in the interpretation of the Contract and the determination of claims under the Contract; and,
- b. applies to the crop year(s) as stated therein; and,
- c. is provided to Applicants or Insureds for that purpose; and,
- d. has not been amended or replaced by another Production Insurance Document.

"production records" means any material, whether or not in the possession or control of the Insured, relating in any way whatsoever to the production of an insured crop.

"production shortfall indemnity" means the indemnity by that name in an Insuring Agreement.

"Proof of Loss" means the written notice given by the Insured to Agricorp setting out a claim for indemnity under the Contract. The Proof of Loss shall be on a form approved by Agricorp.

"Regulation" or "regulations" means a regulation made under the *Crop Insurance Act (Ontario), 1996*.

"Renewal Notice" means that document that Agricorp provides to Insureds to set out the details of their Contract for the upcoming crop year. The Contract is automatically renewed, as per the details included in the Renewal Notice, unless the customer calls to cancel or change it by the applicable deadline.

"reseeding or replanting benefit" means the indemnity by that name payable with respect to an insured crop originally seeded or planted where damage to the crop as a result of an insured peril mandates, through good farm management practices, the reseeding or replanting of the crop.

"sharecropper" or "sharegrower" means an Insured who grows crops on behalf of himself or herself and a landlord and gives a percentage of the production or of the proceeds of any disposition of the crop to the landlord as payment. The ratio of the percentages shall not exceed 80:20. The individual growing the crop is a "sharecropper" where the insured crop is a grain or oilseed and is a "sharegrower" where the insured crop is tobacco.

"total guaranteed production" means the total obtained by multiplying the coverage level for the insured crop by the average farm yield for that crop and then multiplying that product by the total number of acres planted to that crop;

"underwriting" means the process of fixing the terms and conditions of the Contract for Insurance between an Insured and Agricorp in respect of an insured crop, including, without limitation, putting in place: the qualifications and requirements for an Insured to enter into the Contract; terms relating to replanting benefits and unseeded acreage benefits; premium rates; the duration of the Contract; the circumstances in which an Insured may terminate the Contract and the methods that the Insured may use to terminate the same; penalties for breaches of the terms of the Contract; terms relating to reinsurance; terms relating to termination of a Contract.

"Unseeded Acreage Benefit" (USAB) means the indemnity payable if the Insured is unable to plant some or all intended acreage due to an insured peril, other than drought.

"volunteer crop" means any crop not intentionally sown.

"yield" means harvested production and may be adjusted or determined by Agricorp as required and determined by Agricorp.

## **B. Period of Insurance**

1. The Contract shall commence on the date specified in the Contract. Except where provided otherwise, the Contract shall remain in effect from year to year unless cancelled by Agricorp or the Insured in accordance with the provisions of the Contract, or deemed to be cancelled by a provision of the Contract.
2. Except as may be otherwise stated in an Insuring Agreement, indemnity shall be calculated for the period commencing with the time the insured crop is seeded or planted and shall end at the earliest of:
  - a. the time the insured crop is harvested; or,
  - b. the time the insured crop or any part of it is put to a use other than that for which it was originally intended; or,
  - c. the date on which the insured crop would normally have been harvested unless that date is extended by Agricorp.
3. In the event the Insured has production from an insured crop harvested after the date specified by Agricorp in respect of that crop, that production shall be included

in the Insured's adjusted yield for the year in which the crop would normally be harvested.

### C. Changes in Contract

1. Agricorp reserves the right to amend the Contract in any or all respects. Any amendments to the Contract shall be sent to the Insured in the year for which the amendments are to be in effect. The amendments shall be deemed to be part of the Contract upon renewal. The Insured shall be deemed to have accepted the renewed Contract, as amended, unless the Insured notifies Agricorp within fifteen days after receiving the Renewal Notice that the Insured rejects the amendments.
2. There is no Contract with Agricorp where the Insured rejects the amendments and the Insured shall be deemed to have chosen to reject or cancel the Contract. The Contract shall be deemed to be cancelled in the case of an Insured covered under a Contract for the prior year as of the earlier of the date upon which Agricorp receives the rejection notice or, where the rejection notice was mailed, the date upon which Agricorp is deemed to have received the rejection notice.

### D. Premium

1. Except as otherwise provided in respect of any insured crop, the Insured shall pay the premium within ten days after receipt from Agricorp of the confirmation of insurance, Invoice, or Crop Underwriting Report.
2. Agricorp has a lien for unpaid premiums, interest on those premiums, and charges with respect to the Contract. The lien is on:
  - a. all amounts payable to the Insured pursuant to any claim for loss or damage under any Contract issued by Agricorp;
  - b. any other amount payable from any program delivered by Agricorp to the Insured;
  - c. any other amount payable to the Insured under any federal or provincial program where the legislation or regulations applicable to that program permit a lien.
3. Receipt of premium payment does not necessarily confirm that insurance coverage is in force. In any situation wherein Agricorp receives payment and subsequently concludes that the customer has not appropriately qualified for insurance coverage, Agricorp will so notify the customer and refund the premium payment.

### E. Final Acreage Reporting

- 1.a. The Insured shall report to Agricorp, in each crop year, their final planted acreage, in the form specified by Agricorp. Agricorp will provide a Coverage Confirmation Report to customers where relevant, and which can be used as the basis and reminder to report the final

planted acreage. The final acreage shall be reported within ten days after seeding or planting completion, or by June 30 in the year of seeding or planting, whichever is earlier, unless otherwise specified in the Insuring Agreement for the insured crop.

- b. Where the Coverage Confirmation Report includes fall-seeded crops, unless otherwise specified, the planted acreage shall be reported within ten days after the seeding or planting is completed.

In the following clauses E.2 through E.4, Report means final acreage reporting, as applicable to the insured crop.

- 2.a. When, for any crop year, an Insured fails to report their final acreage by the required deadline date, or when Agricorp rejects the Report of the Insured, Agricorp may:
  - (1) cancel the Contract; or,
  - (2) declare the insured acreage to be nil; or,
  - (3) decrease the guaranteed production by not more than ten percent (10%); or,
  - (4) determine the acreage seeded or planted by the Insured and determine the Report for the Insured, including the assessment of any applicable penalty, which shall be binding on the Insured.
- b. Agricorp shall serve on the Insured a notice of the Report determined by Agricorp under clause E.2 through E.4, either by personal delivery or by electronic transmission or by mailing it to the Insured's last known address, within seven days after the determination of the Report.
- 3.a. No report filed with Agricorp shall be amended in any manner by the Insured without the consent in writing of Agricorp.
  - b. Agricorp may amend or revise the Report in any or all respects and adjust the premium payable accordingly and shall notify the Insured in writing as soon as practicable regarding any amendment.
  - c. A Report filed by Agricorp on behalf of the Insured under clauses E.2 through E.4, or a Report revised under clause E.3.b, shall constitute the Report for the crop year.
- 4.a. The Insured shall be deemed to have accepted the Report made by Agricorp under clauses E.2 through E.4, and any amendments to the Report made by Agricorp under clause E.3.b, unless the Insured notifies Agricorp in writing that the Insured rejects the Report, or the amendments or revisions as the case may be, within ten days after the notification by Agricorp is served on the Insured.
  - b. For the purpose of clause E.4.a, the notification by Agricorp may be served by personal delivery or by written electronic transmission, or by mail to the Insured's last known address, in which case the notification shall be deemed to be served ten days after it is mailed.
  - c. Where Agricorp receives notice from an Insured under clause E.4.a, it shall notify the Insured in writing that the Contract does not apply for the crop year in respect of

which the Report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

- d. A failure by Agricorp to comply with the requirements of clause E.4.c, in whole or in part, shall not affect, invalidate, or derogate from, in any way whatsoever, the decision made by Agricorp under clause E.2.a. However, Agricorp shall pay to the Insured, or such other person as may be entitled to the premium repayment, interest at the rate annually determined by Agricorp. Interest on the amount of premium or premium deposit owing shall accrue from the date at which the premium or premium deposit or any portion thereof became repayable to the Insured or any other person.

## F. Insured Crop Put to Another Use

1. All acreage seeded or planted to an insured crop in a crop year shall be harvested unless Agricorp, upon application by the Insured in writing, consents to:
  - a. the use of the acreage or any part thereof for another purpose; or,
  - b. the abandonment or destruction of the insured crop or any part thereof.
2. No portion of an insured crop shall be put to a use different from what was originally intended without the prior approval of Agricorp.
3. In the event that an insured crop is put to another use, plowed under, abandoned, or destroyed without the prior approval of Agricorp, the appraised potential production for that crop shall be deemed by Agricorp to be equal to the guaranteed production.

## G. Harvested Production, Carryover Production, Storage

1. All carryover production shall be recorded prior to the commencement of harvest and reported as required by Agricorp. If not reported, Agricorp may determine an appropriate amount to deduct from the reported yield.
2. Harvested production shall be reported to Agricorp immediately after the insured crop is harvested.
3. The Insured shall advise Agricorp, on request, of the location where the harvested production is stored.
- 4.a. Agricorp may amend or revise the reported production in any or all respects and adjust the reported production accordingly.
  - b. After the yield is reported in accordance with clause G.2 above, Agricorp shall serve on the Insured a copy of a yield confirmation report, or the amended or revised yield confirmation report under clause G.4, either by personal delivery or by written electronic transmission, or by mail to the Insured's last known address.
  - c. The Insured shall be deemed to have accepted the yield confirmation report made by Agricorp under G.5, unless the Insured notifies Agricorp in writing that the Insured rejects the yield confirmation report, or the

amendments or revisions as the case may be, within ten days after the notification by Agricorp is served on the Insured.

5. In the event that the Insured fails to report harvested production by the applicable deadline, Agricorp may assign a substitute yield on behalf of the Insured. Such substitute yield will be established and communicated on a basis as determined by Agricorp.

## H. Intermingling and Pro-rated Production

1. If, for any reason whatsoever, an Insured fails to store harvested production of an insured crop separate from carryover production such that Agricorp cannot distinguish the current year's production from carryover production, Agricorp may, in its discretion, estimate the carryover production. The carryover production as estimated will be deducted from the harvested yield and the final yield adjusted as determined by Agricorp.
2. If, for any reason whatsoever, an Insured fails to store harvested production of an insured crop separate from any other producer's production such that Agricorp cannot distinguish what production belongs to the Insured, Agricorp may allocate the combined production in such reasonable proportions as Agricorp deems appropriate.
3. Agricorp may estimate carryover production and current year harvested production for the purpose of the Contract where Agricorp is unable to determine the actual carryover production or current year harvested production and where that inability is not due to any act or omission on the part of Agricorp.

## I. Records and Access to Farm

Information on the Production Insurance Program forms and supporting documents is collected by AgriCorp to administer its Production Insurance Program under the *Ontario Crop Insurance Act, 1996* and the *Canada Farm Income Protection Act*. This information, excluding social insurance numbers, may be used and disclosed for the purpose of administering, auditing and evaluating the Program. This information, excluding social insurance numbers, may also be used by Agricorp and/or disclosed to the Ontario Ministry of Agriculture, Food and Rural Affairs, and/or Agriculture and Agri-Food Canada for the purpose of administering and/or auditing shared-cost programs and/or provincially or federally subsidized programs that require Production Insurance as a condition of enrollment. In addition, social insurance numbers and business numbers may be disclosed to the Canada Revenue Agency for income tax purposes pursuant to the *Canada Farm Income Protection Act*.

Any information or part thereof supplied on the Production Insurance Program forms or pursuant to the Contract of Insurance may be disclosed to a third-party by AgriCorp where it is obligated to do so under the *Ontario Freedom of*

*Information and Protection of Privacy Act*, by order of a court or tribunal, or pursuant to a legal proceeding.

1. An Insured who or which has been insured by Agricorp for a consecutive period of more than six years (being the Insured's fiscal years) shall, at all times, retain all invoices relating to seeding, planting or production, and all other seeding, planting or production records, in respect of at least the six preceding consecutive years. Where the Insured has not had insurance with Agricorp for the preceding six consecutive years, such records shall be kept for the period of time that the Insured has had insurance with Agricorp. Agricorp shall have access to all such invoices and records at any reasonable time for the purpose of investigating or determining any matter related to the Contract.
2. After a Contract has been issued by Agricorp to the Insured, Agricorp has an immediate and continuing right of access, as often as Agricorp considers necessary, to the production records and the Insured's seeded acreage and delivery information records held by third parties, including but not limited to commodity boards, associations and organizations, grain elevators, and processors. Agricorp shall also have a right of reasonable entry to all lands or storage facilities used, owned, or leased by the Insured, or otherwise under the control and direction of the Insured, sufficient to enable Agricorp to survey, audit, inspect, estimate, and examine the Insured's:
  - a. insurable crops;
  - b. inventory and production;
  - c. carryover production;
  - d. storage facilities;
  - e. acreage used for production before, during, or after production;
  - f. any information that is or should be in the records of the Insured.
3. Without limiting the generality of the foregoing, after loss or damage to an insured crop, Agricorp has an immediate and continuing right of access and entry, as often as it considers necessary, sufficient to enable it to survey and examine the insured crop, and to make an estimate of the loss or damage.
4. The Insured, on reasonable notice from Agricorp as to time and location, shall submit to examination under oath with respect to any matter relevant to the Contract, whether before or after a loss or the occurrence of an insured peril. The Insured shall produce for examination, at such reasonable place and time as is designated by Agricorp, all media and documents in the Insured's possession or control that relate to the matters in question. In addition, the Insured shall permit extracts and copies to be made at reasonable expense to Agricorp.

## **J. Claims, Notice of Damage, Time of Payment**

1. If loss or damage occurs to an insured crop, the Insured shall not abandon, destroy, reseed or replant the acreage, or use it for another purpose without the prior consent of Agricorp. In addition, a processing crop may not be abandoned or destroyed or put to another use without the prior consent of the processor with whom the Insured has a processing contract in respect of the insured crop.
2. If damage occurs to an insured crop, the Insured shall notify Agricorp within five days or such shorter period as Agricorp may determine for a particular insured crop.
3. If damage to an insured crop occurs at any time after planting and before the completion of harvesting, and if it appears or ought reasonably to appear to an Insured that production may be reduced, the Insured shall notify Agricorp immediately.
4. Upon the occurrence of any loss of or damage to an insured crop, if the Insured intends to make a claim on the Contract for the loss or damage, in addition to complying with all other requirements of the Contract, the Insured shall:
  - a. immediately report the damage in the form specified by Agricorp;
  - b. deliver to Agricorp as soon as practicable a properly completed Proof of Loss:
    - (1) giving a complete inventory of the destroyed or damaged crop and showing in detail quantities, costs, and particulars of the loss claimed;
    - (2) stating when and how the loss occurred, as far as the Insured knows or believes;
    - (3) stating that the loss did not occur through any wilful act or neglect or the procurement, means, or connivance of an Insured;
    - (4) showing the place where the insured crop was at the time of loss;
    - (5) showing the interest of the Insured and of all others in the insured crop with particulars of all liens, encumbrances, and other charges upon the crop;
    - (6) showing any changes in title, use, occupation, location, possession, or risk of the property on which the crop is or was located since the issue of the Contract;
    - (7) showing the amount of other insurance and the names of other insurers, if any;
  - c. if required, give a complete inventory of undamaged insured crop showing in detail quantities and values;
  - d. produce all records relating to the production of the insured crop in respect of which the claim is made.
5. Unless the Contract or the Insuring Agreement provides a greater period, a claim for indemnity shall be made on a Proof of Loss form provided by Agricorp and shall be

filed with Agricorp not later than sixty (60) days after the insured crop was abandoned, destroyed, replanted, reseeded, or harvested.

6. Notice of loss or damage may be given and Proof of Loss may be made by the agent of the Insured named in the Contract or by another person to whom a part of an indemnity is payable, as provided in this Part.
7. The Insured, in the event of any damage to an insured crop, shall take all reasonable steps to prevent further damage to the crop and to prevent damage to other crops insured under a Contract.
8. In the event of disagreement as to the value of an insured crop, or the value of the damaged portion of the insured crop, or both, those questions may be determined at the option of the Insured by an appraisal as set out below. There shall be no right to an appraisal until a specific demand for an appraisal is made in writing and until after a Proof of Loss has been delivered. The decision from this appraisal is binding on the parties unless varied by the Agriculture, Food and Rural Affairs Appeal Tribunal.
9. Appraisal Procedure
  - a. A written request for an appraisal must be received by Agricorp.
  - b. The Insured and Agricorp shall each appoint an appraiser, and the two appraisers so appointed shall appoint an umpire.
  - c. The appraisers, within ten days of their appointment, shall determine the matters in disagreement and, if they fail to agree, they shall submit their differences to the umpire.
  - d. The finding in writing of the umpire determines the resolution of the matters in dispute.
  - e. Each of the Insured and Agricorp is solely responsible for the fees and disbursements of their own appraiser.
  - f. Agricorp shall pay the expenses of the umpire and the appraisal except as set out in J.9.e above.
  - g. The Ontario Ministry of Agriculture, Food and Rural Affairs may appoint an appraiser, or an umpire, as the case may be, upon the application of the Insured or Agricorp, where:
    - (1) either the Insured or Agricorp fails to appoint an appraiser within ten days after being served with written notice of the request of appraisal by the other party; or,
    - (2) the appraisers fail to agree upon an umpire; or,
    - (3) an appraiser or umpire refuses to act, or is incapable of acting, or dies;
10. In the event that the Insured is late in filing a Proof of Loss:
  - a. Agricorp may reject the claim; or,
  - b. Agricorp may charge the Insured a late filing fee.

11. The amount of indemnity shall be determined separately for each insured crop.
12. No indemnity shall be paid in respect of an insured crop unless the Insured establishes:
  - a. the actual production from the crop; and,
  - b. that the loss in production resulted from an insured peril.
13. Agricorp may refuse to pay indemnity for loss or damage occurring before:
  - a. an Application is made; or,
  - b. the final acreage reporting is completed; or,
  - c. the full premium is paid.
14. a. Agricorp may deduct from an indemnity:
  - (1) unpaid premiums that are owed by the Insured to Agricorp;
  - (2) overpayments made to the Insured by Agricorp;
  - (3) any other amounts that are owed by the Insured to Agricorp including any other amount owing under any other program administered by Agricorp in which the Insured participates;b. Where Agricorp makes any deduction from an indemnity, it shall provide the Insured with an accounting.
15. A payment of indemnity becomes due sixty (60) days after receipt by Agricorp of the Proof of Loss form and such other information as is required under the Proof of Loss, or receipt of the decision of the Agriculture, Food and Rural Affairs Appeal Tribunal, as the case may be. Nothing in this provision prevents Agricorp from paying an indemnity otherwise payable at an earlier date.
16. Any fraudulent or wilfully false statement in a Proof of Loss, or otherwise, in relation to a claim for indemnity under the Contract vitiates the claim of the person making the Proof of Loss or the claim and also the claim of any other person with an interest in the insured crop in respect of which the claim is made, regardless of the nature of that person's interest in law or equity.
17. Agricorp shall be deemed to have received notice of damage or notice of a claim when either of the following conditions exist:
  - a. Agricorp has received written notice of the damage or the claim, as the case may be; or,
  - b. In any other case, where the damage or the claim has been reported in the form specified by Agricorp and a confirmation number has been assigned.

## **K. Misconduct and Farming Practices**

1. If an Applicant, or an Insured, in any way:
  - a. gives false particulars of the insured crop;
  - b. misrepresents or omits to report, whether intentionally or not, any circumstance that is

material to Agricorp in order to enable it to judge the risk to be undertaken or that has been undertaken;

- c. breaches a provision of the Contract;
- d. commits a fraud;
- e. wilfully makes a false statement in respect of a claim under the Contract,

the Contract is void as to all crops for which insurance is provided, and not just with respect to the insured crop in relation to which the misrepresentation or omission was made, the breach of Contract related, the fraud was committed, or the false statement was made.

2. Any change material to the risk and within the control and knowledge of the Insured will result in the Contract becoming voidable, in its entirety, at the option of Agricorp, unless the change is promptly reported in writing to Agricorp. Agricorp, when so notified, may elect to affirm the Contract and may impose additional terms or require the payment of additional premium, or both. The Insured shall comply with all such additional requirements including the payment of additional premium, if any. If the Insured does not, the Contract is no longer in force and Agricorp shall return the unearned portion, if any, of the paid premium.
3. Where, at the discretion of Agricorp, the Insured is engaged in farming practices, farm management procedures or operations, or improper conduct or improper procedure, which directly or indirectly contributed to a loss for which the Insured is claiming an indemnity, or where the loss in respect of which the Insured claims has been caused by the conduct of any person or persons other than an Insured, Agricorp may:
  - a. deny liability under the Contract;
  - b. reduce the amount of the indemnity by the amount Agricorp determines was caused by the conduct of such person or persons, or by such farming practices, management procedures or operations, or other improper conduct or improper procedure.
4. Without in any way limiting the scope of sections K.1, K.2, and K.3, the Insured shall be deemed to have engaged in farming practices, farm management procedures, or improper conduct or improper procedure, which directly or indirectly contributed to a loss where the Insured has:
  - a. failed to follow good farm management standards and practices;
  - b. failed to follow acceptable practices, procedures, and operations used by prudent farmers having similar soil and climate;
  - c. used unviable, damaged, old, unadapted, unproven, or experimental seed;
  - d. failed to follow the recommendations of the seed manufacturer, distributor, or vendor, as appropriate;
  - e. failed to plant the appropriate quantity of seed;

- f. planted so early that the crop is at risk of frost or cold weather or planted so late that the crop cannot reasonably be expected to adequately mature;
- g. improperly prepared the seed bed;
- h. failed to properly cultivate, care for, fertilize, or harvest the insured crop;
- i. failed to harvest at a reasonable time;
- j. failed to properly apply measures for the control of insects, plant diseases, or weeds;
- k. failed to apply adequate water on irrigated land;
- l. failed to apply water on a timely basis to irrigated land;
- m. failed to obtain labour, machinery repairs, or seed on a timely basis;
- n. sustained machinery and equipment failure due to mechanical defects;
- o. seeded a different crop into an insured crop unless permitted by the Contract;
- p. neglected the insured crop;
- q. grown volunteer plants in the crop;
- r. engaged in double cropping without the prior written consent of Agricorp;
- s. sustained loss as a result of any peril where the peril or loss is deemed avoidable by Agricorp;
- t. failed to notify Agricorp of a processing acreage or crop by-pass after being so notified by the processor.
- u. an insured crop damaged by chemicals where the damage was caused by drift, residue, or improper application;
- v. an insurable crop damaged by domestic animals or livestock;
- w. an insured crop that has been stolen;
- x. crop losses caused directly or indirectly by the acts or omissions of another person or persons;

## L. Cancellation and Reinstatement

In addition to any other provision of the Contract dealing with cancellation or termination of the Contract:

1. The Insured may cancel the Contract by giving Agricorp notice in writing within fifteen days after receipt of the confirmation of insurance or Renewal Notice, as the case may be. If the Insured cancels the Contract under this clause, Agricorp may charge a cancellation fee.
2. Except as may be otherwise stated in an Insuring Agreement, the Contract may be cancelled by either the Insured or Agricorp giving the other party notice in writing of cancellation on or before April 1 or any other date as specified by Agricorp. If this occurs, the Contract shall end on the specified date. If the Insured cancels the Contract, Agricorp may retain any earned premium. In addition, Agricorp may charge a cancellation fee.

- 3.a. Where the Insured has given notice of cancellation under clause L.2, or where under clause C.2 the Insured is deemed to have cancelled the Contract, the Insured may apply in writing for reinstatement. Except as otherwise provided, an Application for reinstatement must be filed before May 1 in the year immediately following the previous crop year in which the Contract was in force.
- b. The Application for reinstatement shall provide full particulars to Agricorp of:
- (1) any loss or damage relating to the insured crop which occurred during the period after cancellation; and,
  - (2) any circumstance about which the Insured knows or ought to know which took place during the period after cancellation and which the Insured knows or ought to know, or believes, might result in a loss covered by the Contract upon reinstatement or in damage to the insured crop manifesting after reinstatement; and,
  - (3) any information required by Agricorp to be provided in an Application for reinstatement; and,
  - (4) any other information that the Insured knew or ought to know that Agricorp would consider material to the decision whether to reinstate.
- c. In the event of reinstatement, the Contract shall be deemed not to apply to:
- (1) any loss or damage about which the Insured ought to have advised Agricorp but did not;
  - (2) any damage which commenced or occurred during the period before the Contract was reinstated about which Agricorp was advised, unless specifically accepted by Agricorp in writing;
  - (3) any loss or damage occurring after reinstatement caused by circumstances before reinstatement about which the Insured ought to have advised Agricorp but did not.
- d. On acceptance of reinstatement by Agricorp, the Insured shall be entitled to or shall be assessed and pay any premium adjustments on the basis that the Contract was in force during the cancellation period and was not cancelled and reinstated.
4. Except where the insurance provided under a Contract renews yearly unless cancelled in accordance with the terms of the Contract, the Insured shall file with Agricorp on or before May 1 of each year a written document in a form approved by Agricorp setting out the coverage level chosen, the amount of insurance chosen, and the insured crop(s). If the Insured has not filed the document on or before May 1 of each year, the previous year's insurance, if any and if applicable, shall apply, except as modified by the confirmation of insurance referred to in clause L.5.
5. Agricorp shall provide to the Insured or an Applicant a confirmation of insurance setting out the terms of insurance that Agricorp proposes to provide. The Insured or the Applicant shall be deemed to have accepted the confirmation of insurance, unless the Insured or Applicant notifies Agricorp in writing (which includes electronic written transmission) provided to Agricorp within fifteen days after the confirmation is served on the Insured or Applicant that the Insured or Applicant rejects the confirmation. Where the Insured or the Applicant rejects the confirmation, there is no Contract.
6. Where Agricorp receives notice from an Applicant or Insured under clause L.5, it shall refund any premium or premium deposit paid in respect of the crop year to which the confirmation of insurance applies.
- 7.a. Agricorp may cancel the Contract in any year in accordance with the provisions of the Contract:
- (1) for non-payment of the premium on or before the premium payment due date; or,
  - (2) where the Insured owes any other form of debt to Agricorp; or,
  - (3) for material misrepresentation or failure to disclose material information; or,
  - (4) for fraud; or,
  - (5) for other breach of the Contract, the Act, or the Regulations; or,
  - (6) where the Insured ceases or fails to meet the necessary qualifications and requirements for insurance as set out in the Act, the Regulations, or the Contract; or,
  - (7) where the Insured does not cooperate with Agricorp; or,
  - (8) for any other reason for which Agricorp may be entitled, under the Act or Regulations.
- b. Where Agricorp cancels the Contract on account of misconduct of any sort by an Insured, the cancellation shall be effective immediately. In such cases, Agricorp shall notify the Insured(s) within a reasonable period of time of the cancellation of the Contract, in accordance with the notification provisions of the Contract. However, a failure by Agricorp to so notify the Insured(s) shall not in any way whatsoever invalidate, alter, or limit the cancellation.
- c. In the event of a cancellation by Agricorp under clause L.7.b, Agricorp may void the Contract in whole or in part and may terminate the Contract as of a date earlier than the date upon which the decision to cancel was made.
- d. In the event of a cancellation under clause L.7.b, Agricorp may retain any premium.
- e. In the event of a cancellation under clause L.7.b, Agricorp may take all steps to which it is or may be entitled, by law, to recover from an Insured, and any other person, any payments made under the Contract

which relate to a period no longer covered by the Contract because of the cancellation.

- f. In the event of the cancellation by Agricorp of the Contract for any reason other than as set out in clause L.7.b, Agricorp shall give to the Insured at least seven days notice of the date upon which the Contract will terminate, by written notice delivered personally, or by mail or written electronic transmission addressed to the Insured's last known address on file with Agricorp, of the date upon which the Contract will terminate. Where notice is given by mail, the notice shall be deemed to have been received, and the seven days commences to run, seven days after the notice is mailed.
- g. On cancelling the Contract under clause L.7.f, Agricorp:
  - (1) shall refund the excess of premium actually paid by the Insured over the earned premium for the expired time, but in no event shall the earned premium for the expired time be deemed to be less than any minimum retained premium specified; and,
  - (2) the refund shall be made as soon as practicable.
6. Where the Contract is cancelled by the Insured, Agricorp shall refund, to the appropriate person or persons, as soon as practicable, the excess of premium actually paid over the earned premium for the expired time, but in no event shall the earned premium for the expired time be deemed to be less than any minimum retained premium specified.
7. If an Insured has insurance for two or more crops and Agricorp cancels the insurance for one or more of the crops, Agricorp may also cancel insurance for the other crops.
8. If Agricorp cancels insurance for a crop, the right of the Insured to recover indemnity for that crop is forfeited.
9. The Contract terminates at the end of the crop year in which the Insured dies, becomes insolvent, or makes an authorized assignment in bankruptcy.
10. Where the Insured sells, mortgages, leases, or otherwise transfers or disposes of land on which crops are insured, the Insured may cancel the Contract by written notice of cancellation provided to and received by Agricorp. In the event of this cancellation, Agricorp may retain the earned premium and may charge a cancellation fee.

## M. Appeals

Subject to the Act and the Regulations:

- 1.a. Subject to clause M.1.b, where Agricorp and an Applicant disagree on whether the Applicant qualifies for a Contract, either party may appeal the matter in dispute to Agricorp's Issues Review Committee.
- b. Clause M.1.a does not apply to a disagreement as to the time during which an Applicant may apply for insurance or to complete the final acreage reporting.
- 2.a. Where there is a disagreement on any matter arising out of the adjustment of a claim under a Contract, any

party to the Contract may appeal the matter. Agricorp has established a dispute resolution process to guide a party to a Contract through this period of disagreement. Issues of disagreement should be directed to Agricorp's Issues Review Committee, c/o IRC Coordinator, 1 Stone Rd. W., Box 3660, Station Central, Guelph, ON, N1H 8M4, after all requirements respecting the filing of a Proof of Loss have been complied with. Where Agricorp and the Applicant continue to disagree, further appeal can be made to the Agriculture, Food and Rural Affairs Appeal Tribunal.

- b. To commence the appeal referred to in clause M.2.a, the Appellant shall file within one year of filing the Proof of Loss, a Notice of Appeal with the Agriculture, Food and Rural Affairs Appeal Tribunal and send a copy of the notice to the other party.
3. For disagreements on any matter not related to the adjustment of an insurance claim, contact Agricorp's Issues Review Committee for further information on the resolution thereof.

## N. Limitation of Actions

1. No action or proceeding shall be brought for the recovery of money payable under the Contract until the expiration of sixty days after the filing of the Proof of Loss or of such shorter period as is fixed by the Contract.
2. No action or proceeding shall be commenced in respect of any claim under or by virtue of the Contract at any time after the later of one year from the date upon which the Proof of Loss was required to be filed with Agricorp in respect of that claim, or the expiration of the time for appealing to the Agriculture, Food and Rural Affairs Appeal Tribunal where no appeal was taken from that decision. Any action or proceeding commenced after that time is absolutely barred. The limitation period commences and runs without regard to the Insured's knowledge or lack of knowledge of any material fact relating to any aspect of the loss or damage, or any aspect of the Contract, including the right to claim thereon.
3. No action or proceeding shall be commenced against Agricorp with respect to the decision of the Agriculture, Food and Rural Affairs Appeal Tribunal unless that action is commenced within six months after the date that decision becomes final. Any action or proceeding commenced after that time is absolutely barred. The limitation period commences and runs without regard to the Insured's knowledge or lack of knowledge of any material fact relating to any aspect of the loss or damage, or the decision of the Agriculture, Food and Rural Affairs Appeal Tribunal, or any aspect of the Contract including the right to claim thereon.

## O. Notices

1. Any written document may be delivered to Agricorp by personal service or sent by mail or electronic transmission.
2. Any written document may be delivered to an Applicant for insurance or an Insured by personal service or sent by mail or electronic transmission to the Applicant or Insured's last known address on file with Agricorp.
3. Any notice, communication, or demand required or permitted to be given or made to the Insured shall be sufficiently given or made, for all purposes, if delivered personally to the Insured, or sent by mail or electronic transmission to the Insured's last known address on file with Agricorp.
4. Mailed notice shall be deemed to be received seven days after it is mailed.

## P. Indemnity Limitations and Exclusions

In addition to any applicable restrictions or limitations set out elsewhere:

1. The Contract does not insure against loss or damage caused by:
  - a. a peril other than an insured peril;
  - b. fault or negligence on the part of any person including the Insured;
  - c. other misconduct, whether or not intentional, on the part of any person including the Insured;
  - d. acreage not suitable for or adequately prepared for cropping purposes;
  - e. other farming practices that do not meet industry standards;
  - f. any loss specifically excluded by any other provision of the Contract.
2. The Contract does not apply to any crop and any acreage seeded or planted outside the deadlines applicable to the seeding or planting of that crop.
3. In any one crop year, the Contract does not apply to acreage seeded or planted without the prior written consent of Agricorp where that seeding or planting occurs after an insured or uninsured crop has been harvested from that acreage.
4. Where the Insured has seeded or planted fewer acres than is stated in the final acreage reporting, the calculation of indemnity shall be based on the actual number of seeded or planted acres as calculated by Agricorp, unless otherwise approved by Agricorp.
5. Where the Insured has seeded or planted more acres than is stated in the final acreage report, the calculation of indemnity shall be based on the number of acres stated in the final acreage report, unless otherwise approved by Agricorp.

## Q. Conditions

The Conditions set out below apply in addition to any additional condition that may be set out in the Insuring

Agreement applicable to the insured crop or in an applicable Production Insurance Document.

### General

1. **Law:** The insurance provided by this Contract is subject to the provisions of Ontario Regulation 380/97 made under the *Crop Insurance (Ontario) Act, 1996*. In the event of a conflict between the terms of the Contract and the terms of the Regulation, the Regulation prevails.
2. **Severability:** In the event that any provision, or any portion of a provision of the Contract is illegal, invalid or unenforceable, that provision, or the part thereof, shall be severable and the remaining provisions of the Contract shall remain in full force. They will be binding upon the parties as though such unenforceable provision or part of a provision had never been included in the Contract.
3. **Waiver, Estoppel, Alteration:**
  - a. No provision of the Contract shall be deemed to have been waived or altered by Agricorp in whole or in part unless the waiver or alteration is stated in writing and signed by a person authorized for that purpose by Agricorp. Agricorp shall not be estopped, prevented or precluded in any way whatsoever from relying on any provision of the Contract unless the circumstances otherwise amount to waiver or alteration satisfying the requirements of this clause.
  - b. Neither Agricorp nor the Insured shall be deemed to have waived any provision of the Contract by any act relating to the appraisal of the amount of loss or to the delivery and completion of a Proof of Loss or to the investigation or adjustment of any claim under the Contract.
  - c. The provision by Agricorp of forms to make a Proof of Loss shall not be taken to constitute an admission by Agricorp that a valid Contract is in force or that the loss in question falls within the insurance provided by the Contract.
4. **Other Insurance:**
  - a. The insurance provided by this Contract is primary insurance. Where there is other insurance that also applies to loss or damage to which this Contract applies, the insurance provided by this Contract will apply subject to the provisions of this clause as varied or limited by the other insurance provisions, if any, and/or as set out in an applicable Production Insurance Document.
  - b. Where on the happening of any loss or damage to property insured there is in force more than one contract covering that loss or damage, Agricorp is liable to the Insured for its rateable proportion of the loss, unless Agricorp otherwise expressly agrees in writing.

- c. Nothing in clause Q.1 affects the operation of any deductible clause in this Contract. Where this Contract contains a deductible, the amount payable under this Contract shall be ascertained without regard to the deductible and then the deductible shall be applied only to affect the amount of recovery under this Contract.
  - d. The provisions of this clause do not apply to flue-cured tobacco or to any other insured crop as may be specifically excluded from the application of this clause by the provisions of an applicable Production Insurance Document.
5. **Where More Than One Insurance Contract Applies:**
- a. The Insured shall on demand furnish Agricorp with particulars of all other insurance covering the subject matter of the Contract.
  - b. In any action or proceeding against Agricorp under or by virtue of a Contract, Agricorp may require any other insurers liable to indemnify the Insured in whole or in part in respect of the loss or damage to be made parties to the action and contribute according to their respective liabilities.
  - c. Where Agricorp is liable only for its rateable proportion of any amount payable for loss or damage to which the Contract applies, rateable proportion means:
    - (1) where the insurance limits applicable to the loss or damage in issue are the same, Agricorp shall share equally with the other insurer or insurers in any loss or damage;
    - (2) if there are different insurance limits, Agricorp shall share equally up to the limit of the smaller limit.
  - d. The provisions of this clause do not apply to flue-cured tobacco or to any other insured crop as may be specifically excluded from the application of this clause by the provisions of an applicable Production Insurance Document.
6. **Acreage to be Offered, Multiple Contracts:** Unless otherwise provided in the Insuring Agreement for an insured crop, the Insured shall be entitled to receive indemnity only if the entire seeded or planted acreage of a crop in which an Insured has an interest, in any way whatsoever, has been offered to Agricorp for insurance. Agricorp may determine what constitutes an interest by the Insured in any crop. All such crop accepted for insurance shall be insured under one Contract with Agricorp. Except as specifically permitted by the Contract and by Agricorp, if the Insured should insure some or all of a crop with Agricorp under more than one Contract, the Insured shall be deemed to have insured all that crop under one Contract. Agricorp has the right in its absolute discretion, at any time during the crop year, to refuse to insure crops where the land is not suitable or has not been suitably prepared to be planted.
7. **Interest of Other Persons:** If a person other than an Insured has an interest of any kind in an insured crop, for the purposes of the Contract:
- a. the interest of the Insured in the insured crop is deemed to be the full value of the total guaranteed production; and,
  - b. no indemnity shall be paid to any person other than the Insured, other than an assignee in accordance with the provisions of this Contract.
8. **Subrogation:** If Agricorp pays a claim under a Contract, including a claim that it might not be or is not legally obligated to pay, it is subrogated to the rights of recovery of the Insured against any person and may bring action in its name or in the name of the Insured to enforce those rights. The Insured to whom or to which a claim is paid under a Contract shall assign to Agricorp the Insured's rights to the extent of the payment made and shall co-operate with Agricorp in the prosecution of such action as Agricorp may bring, provided that the Insured shall not be required to incur any expense to do so unless Agricorp agrees to pay that expense.
9. **Relief from Forfeiture:**
- a. The Insured shall not be entitled to relief from forfeiture except as may be expressly provided in the Act or the Regulations or in the Contract.
  - b. For the purposes of clause Q.9.a, where there has been imperfect compliance with a condition as to the Proof of Loss to be given by the Insured or other matter or thing required to be done or omitted by the Insured with respect to the loss and a consequent forfeiture or avoidance of the insurance in whole or in part and the court considers it inequitable that the insurance should be forfeited or avoided on that ground, the court may relieve against the forfeiture or avoidance on such terms as it considers just.
10. **Assignment:** Upon the written consent of Agricorp, an Insured may assign all or part of the Insured's right to indemnity under a Contract for a crop year. The assignment shall not be binding on Agricorp unless Agricorp is provided a copy of the assignment. Where Agricorp consents to the assignment, any indemnity paid will be paid jointly to the customer and the assignee. Any such assignment shall by operation thereof not include and be deemed not to include a right of the assignee to appeal the adjustment of a claim for an insured crop. Any appeal or rights to an appeal must be made by or retained by the Insured.
11. **Authorizations:** Any document required from an Insured may be given, made, and signed by the agent of the Insured in case of absence or inability of the Insured to give the document, if such absence or inability is satisfactorily accounted for; or, if the Insured refuses to do so and where there is indemnity payable under the Contract, by a person to whom any part of

the indemnity is payable but only to the extent of that person's interest.

12. **Binding Effect:** The Contract shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, and, where permitted, assigns.
13. **Interest:** The Insured shall pay to Agricorp interest at the rate annually determined by Agricorp and stated in the confirmation of insurance or Renewal Notice for:
  - a. unpaid and overdue premiums; and,
  - b. overpayments made to the Insured by Agricorp.The Insured shall not be relieved of the obligation to pay the premium by reason of paying or agreeing to pay interest.
14. **Income Tax Identification Numbers:** The Insured shall provide Agricorp with the Insured's identification number used for income tax purposes.

### R. Crop Conditions

1. Except where provided otherwise, the Contract shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled or terminated in accordance with the terms of the Contract.
2. Crop yield will be determined in accordance with the provisions of this Contract including any applicable Production Insurance Document.
3. Where an uninsured peril reduces the yield, the amount of that reduction will be deducted from the guaranteed production. This condition does not apply to forage insurance or where specifically stated not to apply in an applicable Production Insurance Document.
4. Crops must be harvested in a timely manner during the normal harvest period reflective of good farm management practices where any applicable Production Insurance Document does not provide for a specific harvest date or dates.
5. Where harvesting of any planted acreage is not completed by the end of the normal harvest period and the failure to harvest was not caused by an insured peril, the Contract shall not apply to the unharvested acreage and no indemnity is payable in respect of that acreage.
6. Except where provided otherwise, the insurance provided by this Contract applies only during the period from seeding or planting until the end of the normal harvest period. Loss or damage due to storage conditions, howsoever caused, is not insured. Where there is insurance against loss due to a reduction in the quality of an insured crop and if the insured crop is damaged in quality as a result of an insured peril, the adjusted yield used for the purpose of determining the amount payable under this Contract will be adjusted as determined by Agricorp.
7. This insurance will not apply at all where the loss or damage could have been avoided in its entirety by following good farm management practices.
8. The onus is on the Insured to establish, to the satisfaction of Agricorp, that good farm management practices were followed and that, where specified in respect of any peril, good farm management practices were followed.
9. Where the loss or damage has been caused or contributed to by an insured peril and a failure to follow good farm management practices, the insurance provided by this Contract does not apply to that portion of any loss or damage caused or contributed to by a failure to follow good farm management practices.
10. Where there has been a failure to follow good farm management practices, the onus is on the Insured to either:
  - a. establish that such failure did not cause or contribute to the loss or damage, or
  - b. establish to what extent the loss or damage would have occurred due to the insured peril notwithstanding such failure.
11. Yield from planted acreage in excess of the amount reported to be the final acreage will reduce any claim payable under this Contract in respect of the amount of acreage stated in the final acreage report.
12. Where the insured crop contains damaged crop or foreign material, the harvested production shall be deemed to be reduced in an amount determined by Agricorp.
13. The value of production per acre does not include harvesting costs, unless specifically provided for in the Insuring Agreement applicable to the insured crop or an applicable Production Insurance Document.
14. As between sharecroppers or sharegrowers and landlords, a replanting or reseeding benefit is payable only to the sharecropper or sharegrower, and an unseeded or unplanted acreage benefit is payable only to the landlord.

The Contract of Insurance Terms and Conditions are available by calling 1-888-247-4999 or by visiting [www.agricorp.com](http://www.agricorp.com).  
(Version française disponible)

