



Part II - Grain and Oilseeds Insuring Agreement

A. General

This Part applies to barley, canola, coloured beans, corn, flaxseed, spring wheat, mustard, oats, peanuts, popping corn, seed corn, soybeans, spring grains, sunflowers, white beans, winter wheat, and organic winter spelt, all as defined in this Part.

Agricorp agrees to pay the indemnities set out in this Part for loss of or damage to an insured crop caused by an insured peril, in accordance with this Part and any Production Insurance Documents applicable to the insured crop.

The limits on the amounts payable under this Part are shown in the Application as approved by Agricorp, or the confirmation of insurance, or the Renewal Notice applicable to the insured crop.

Except as specifically provided otherwise, the provisions and definitions of Part I of this document apply to this Part. Where there is any conflict between the provisions of Part I and the provisions of this Part, or between the provisions of Part I and the provisions of any Production Insurance Documents to which this Part applies, this Part or the Production Insurance Document take precedence.

Where there is any conflict between the provisions in this Part and the provisions in a Production Insurance Document to which this Part applies, the provisions in this Part take precedence.

All acres of insurable crop must have been offered to Agricorp for insurance in order for this Part to apply.

Except where provided otherwise, the insurance provided by this Part 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.

The insurance provided by this Part is subject to such additional conditions or limitations as may be set out in any applicable Production Insurance Documents or related documents prepared by Agricorp.

B. Definitions

In this Part:

"barley" means barley planted in the spring or fall (as winter barley) and harvested as grain.

"canola" means:

- a. canola whose moisture content does not exceed ten percent with a standard bushel weight of fifty lbs/bu and includes winter canola; or
- b. rapeseed with less than five percent erucic acid and less than five percent glucosinolates.

"coloured beans (including but not limited to adzuki beans, cranberry beans, kidney beans, black beans, and Japan/other beans)" means beans of the type listed and meeting the criteria specified by Agricorp, grown from seeds packed and marked pursuant to The *Seeds Act* (Canada), the moisture of which is not more than eighteen percent and the damage or foreign content of which is not more than two percent.

"corn" means corn grown for the purpose of harvesting as corn silage or grain corn, but does not include sweet corn, popcorn, seed corn, or sorghum.

"corn silage" means silage produced from whole corn plants (not sorghum).

"crop heat unit" or ("**CHU**") refers to a unit of measurement of the heat required by a crop for proper growth.

"flaxseed" means oilseed type flaxseed and solin.

"grain corn" means shelled corn.

"hard red winter wheat" means varieties of hard red winter wheat planted in late summer or fall for harvest in the following calendar year.

"hard white winter wheat" means varieties of hard white winter wheat planted in late summer or fall for harvest in the following calendar year.

"mixed grain" means any seed mixture that includes both oats and barley, the combined weight of which equals at least seventy-five percent of the total, but the individual weights of either of which do not exceed seventy-five percent of the total.

"mustard" means yellow mustard.

"natto option" means the option under soybean insurance in which natto beans contracted to a third party (i.e., elevator or processor) of a minimum dollar value per bushel, as determined by Agricorp.

"oats" means oats harvested as grain.

"organic corn" means grain corn certified as organic by an accredited certification body.

"organic soybeans" is an option under soybean insurance and means soybeans certified as organic by an accredited certification body.

"organic winter spelt" means spelt planted in late summer or fall for harvest in the following calendar year that is certified as organic by an accredited certification body.

"organic winter wheat" means soft white, soft red or hard red winter wheat certified as organic by an accredited certification body.

"popping corn" means shelled grain corn grown for popping that when shelled has a moisture content of not more than

thirteen percent and is of a merchantable quality suitable for human consumption.

"seed corn" means corn grown under contract with a processor that is intended for sale on a commercial basis for seed purposes.

"settlement bushel" means the production of seed corn converted to grain corn equivalents as accepted by Agricorp.

"soft red winter wheat" means varieties of soft red winter wheat planted in late summer or fall for harvest in the following calendar year.

"soft white winter wheat" means varieties of soft white winter wheat planted in late summer or fall for harvest in the following calendar year.

"sound mature kernels" or "SMK" means peanut kernels and peanut shells that are firm and reasonably free from damage by mildew, staining, and freezing injury resulting in hard, translucent, and discoloured flesh.

"soybeans (includes the following options: conventional, organic, tofu, and natto)" means commercial soybean varieties, as determined by Agricorp.

"spring grains" means oats, barley, winter barley, and mixed grain.

"spring wheat" means hard eastern spring wheat eligible for a grade under the *Canada Grain Act* and may include red spring wheat varieties and/or durum wheat varieties, unless otherwise excluded by Agricorp.

"sunflowers" means both oilseed and striped varieties.

"tofu option" means the option under soybean insurance in which tofu beans contracted to a third party (e.g. elevator or processor) of a minimum dollar value per bushel, as determined by Agricorp.

"white beans" means white pea beans.

"winter barley" means barley planted in late summer or fall for harvest in the following calendar year.

"winter canola" means canola planted in late summer or fall for harvest in the following calendar year.

"winter wheat" (includes: soft white, soft red, hard red, hard white, and organic winter wheat): means wheat planted in late summer or fall for harvest in the following calendar year.

C. Insured Perils

Except where otherwise provided, the insurance provided for in this Part applies only during the period from seeding or planting until harvest. Loss or damage due to storage conditions is not insured. The insured perils that apply to the crops insured under this Part are as set out below.

adzuki beans: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease

(provided good farm management practices are followed), wildlife, and wind.

barley: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

black beans: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

canola: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, wind, and winterkill in selected areas as may be approved by Agricorp.

Corn (includes organic corn): drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

cranberry beans: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

flaxseed: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife and wind.

Japan/other beans: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

kidney beans: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

mustard: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

oats: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

organic winter spelt: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, wind, and winterkill.

peanuts: cool weather, drought, excessive heat, excessive rainfall, flood, freeze, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

popping corn: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

seed corn: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

soybeans (and includes the following options: conventional, organic, tofu and natto): drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

spring grains: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, wind, and winterkill for winter barley in selected areas as approved by Agricorp.

spring wheat: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

sunflowers: drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind. Loss or damage caused by *Sclerotinia* stem wilt is not insured under any circumstances.

white beans: drought, excessive moisture, excessive rainfall, frost, flood, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, and wind.

winter wheat (includes: soft white, soft red, hard red, hard white, and organic winter wheat): drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation or plant disease (provided good farm management practices are followed), wildlife, wind, and winterkill except in selected areas and situations where winterkill coverage is excluded by Agricorp.

D. Final Acreage Reporting

In each crop year, the Insured shall report to Agricorp, in a form specified by Agricorp, the final acreage planted immediately following completion of seeding or planting and in any event not later than the date specified in the Contract for the particular insured crop.

The reporting deadline for spring-seeded crops is the earlier of June 30 or ten days after completion of seeding unless otherwise specified in the Contract.

The reporting deadline for late summer or fall-seeded crops (e.g. winter wheat, winter barley or winter canola) is the

earlier of ten days after completion of seeding or the final date as set out in the Contract.

E. Production Shortfall Indemnity

Agricorp will pay a production shortfall indemnity where, as a result of an insured peril, harvested production is less than guaranteed production. The amount of indemnity payable will be determined in accordance with Part 1, this Part and any applicable Production Insurance Documents and shall take into account factors including, but not limited to, any limitations on insurable acreage or insurable crops, deductibles, and any other restriction on the amount payable, and on the basis of the applicable coverage level.

With respect to seed corn, the Insured may purchase a separate production guarantee for each inbred cross of seed corn grown. If an insured peril reduces yield of one inbred cross of seed corn insured under this coverage to below the guaranteed production, Agricorp will pay a production shortfall indemnity on the difference in respect of that inbred cross, in accordance with Part 1, this Part and any Production Insurance Document applicable to the insured crop. The harvested production of one inbred cross will not offset the lower production from another inbred cross.

F. Unseeded Acreage Benefit (USAB)

Agricorp will pay USAB in accordance with Part 1, this Part and in accordance with the Production Insurance Documents applicable to the insured crop.

Eligible crops: all crops insured under this Part except peanuts, popping corn, seed corn, winter barley, winter canola, and winter wheat. All acres of insurable crop must have been offered to Agricorp for insurance under this Benefit in order for the Benefit to apply

The amount of USAB payable on eligible acreage is determined by Agricorp and is set out in the Contract and Production Insurance Documents pertaining to the insured crop. It is calculated in accordance with those documents and shall take into account factors including, but not limited to, any limitations on insurable acreage or insurable crops, deductibles, and any other restriction on the amount payable.

USAB is paid based on either the selected dominant crop or the dominant crop grown by the Insured in the previous year. If, for any reason, there was no dominant crop selected or grown for the preceding year, Agricorp will apply priority rules, as set out in the applicable Production Insurance Documents, to determine the dominant crop.

The insured shall select their dominant crop by the date specified in the Contract. The selected dominant crop must be insured in the current crop year.

If the insured acreage increases by more than ten percent **over the previous year's planted acreage, the Insured must** notify Agricorp of the acreage increase by May 1 of the current crop year. Failure to report increased acreage over the previous year may result in denial of benefits on some or all unseeded acres.

No USAB is payable in respect of:

- a. sod fields not properly prepared by May 1 or any other date specified by Agricorp,
- b. woodlots, orchards, and fall-seeded land,
- c. acreage intended for summer fallow,
- d. acreage not in crop in the previous year,
- e. affected acreage unless a significant number of other Insureds were similarly affected in the area where the insured acreage is located,
- f. acreage exceeding the acreage indicated on the Application or Renewal Notice, or
- g. acreage declared unacceptable by Agricorp. USAB will not be paid if the number of unseeded acres is three or less on tilled land, or if the number of unseeded acres is six or less on untilled land.

The following deductibles apply:

- a. On tilled land: the greater of three acres or one percent of the acres which remain unseeded.
- b. On untilled land: the greater of six acres or three percent of the acres which remain unseeded.
- c. An additional deductible of \$1.00 per acre, or as otherwise specified by Agricorp, will be deducted from the claim for all eligible acres.

The Insured must notify Agricorp prior to June 15 when an insured peril prevents the Insured from planting all or part of their spring-seeded acreage.

The last day for filing a USAB claim is June 15.

G. Reseeding Benefits

Where an insured crop is reseeded because of damage to an insured crop occurring before the applicable reseeding deadline and caused by an insured peril, Agricorp shall pay a Reseeding Benefit in respect of any insured crop to which this benefit applies. Benefits shall be as determined by Agricorp in accordance with Part 1, this Part and as described in the Contract and Production Insurance Documents applicable to the insured crop.

Eligible crops: all crops insured under this Part except peanuts. With respect to seed corn, this benefit applies to both male (female fertile) and female (female sterile) corn but excludes male (female fertile) interplant acreage.

Reseeding Benefits are paid whether the crop is reseeded to the same crop or to any other crop. If it is reseeded to the same crop, insurance will continue on the total number of

acres planted to that crop. If it is reseeded to a different insurable crop it will be insured, provided that the Application for insurance on that crop was made by the applicable deadline, and an Application was made for USAB.

Reseeding Benefits are paid based on the crop that was originally planted. The total number of acres in which a Reseeding Benefit is paid in a crop year shall not exceed the total number of insured acres originally planted for that crop. If the reseeding rate is less than the full-recommended rate, this benefit will be prorated by the ratio of the rate used to the full-recommended rate.

The minimum acreage eligible for a Reseeding Benefit for all crops under this part is three contiguous acres.

Permission to reseed must be requested, and provided by Agricorp, prior to reseeding for this Benefit to apply.

The reseeding must be completed by the dates specified by Agricorp.

A Reseeding Benefit is available in either or both of the fall and the spring for reseeding of winter wheat, winter barley, or winter canola, to these or to another crop.

H. Quality Factors and Benefits

The Contract provides insurance for quality of the harvested crop as follows:

1. Corn Salvage Benefit

This benefit is available where an insured peril reduces the quality of corn, popping corn, seed corn, or such other varieties of corn as may be determined by Agricorp.

2. Winter Wheat Quality Factor

The winter wheat quality factor adjusts for lower grades to compensate for lower prices resulting from poor quality wheat, where the lower quality is caused by an insured peril. It is based on historical price differences between various grades of wheat. For claim purposes, the actual yield for winter wheat that is grade 3 or feed grade is factored downward by an amount set out in the applicable Production Insurance Documents. The unadjusted actual yield is used to update the Insured's average farm yield. To offset the cost of providing this benefit, a deduction is made to the guaranteed production. The winter wheat quality factor does not apply to organic winter wheat.

3. Spring Wheat Quality Factor

The spring wheat quality factor adjusts for lower grades to compensate for lower prices resulting from poor quality wheat, where the lower quality is caused by an insured peril. It is based on historical price differences among various grades of spring wheat. For claim purposes, the actual yield for spring wheat that is feed grade is factored downward by

an amount set out in the applicable Production Insurance Documents. The unadjusted actual yield is used to update the Insured's average farm yield. To offset the cost of providing this benefit, a deduction is made to the guaranteed production.

4. Soybeans

a. Soybean Quality Factor

The soybean quality factor provides compensation for sample grade soybeans where the sample grade is due to the presence of green soybeans caused by an insured peril. For claim purposes, the actual yield of soybeans that are sample grade due to green soybeans is factored downward by an amount set out in the applicable Production Insurance Documents. The unadjusted actual yield is used to update the Insured's average farm yield. To offset the cost of providing this benefit, a deduction is made to the guaranteed production.

b. Tofu Quality Benefit under the Tofu option

The tofu quality benefit provides compensation for tofu beans insured under the tofu option where the tofu beans are downgraded by an insured peril and enter the crusher (conventional) market. The actual yield of soybeans that are affected is factored downward by an amount set out in the applicable Production Insurance Documents. This adjustment increases the likelihood and size of any claim payment. The adjusted yield is used for claim purposes and determining the Insured's average farm yield.

c. Natto Quality Benefit under the Natto option

The natto quality benefit provides compensation for natto beans insured under the natto option where the natto beans are downgraded by an insured peril and enter the crusher (conventional) market. The actual yield of soybeans that are affected is factored downward by an amount set out in the applicable Production Insurance Documents. This adjustment increases the likelihood and size of any claim payment. The adjusted yield is used for claim purposes and determining the Insured's average farm yield.

5. Peanut Quality Benefit

The peanut quality factor provides compensation for reductions in the percentage of sound mature kernels (SMK) caused by an insured peril. For every 1% decrease in SMK below 55% SMK, the actual yield will be reduced by 2%, up to a maximum reduction of 50% of harvested weight.

I. Specific Crop Conditions

canola: Winter canola is insured against winterkill only in those areas specifically provided for by Agricorp.

The Insured shall reseed winter canola that does not survive through the winter. If the Insured does not choose to reseed, Agricorp may reduce the guaranteed production on the acres involved:

- a. by fifty percent; or,
- b. by the difference between the guaranteed production and potential production determined by Agricorp; or,
- c. by such other amount as Agricorp deems appropriate.

All insured acres of spring-seeded and fall-seeded canola shall be insured under one Contract.

coloured beans: Where, as the result of an insured peril causing discolouration or reduction in quality, the insured crop or any part of it is sold at a reduced price, the actual production may be deemed to be reduced in the ratio that the price reduction bears to the insurance price established for coloured beans.

The guaranteed production for the unharvested acreage after October 31 may be reduced by two percentage points per day until such acreage is harvested to a maximum of fifty percent, or such other amount as Agricorp deems appropriate.

fresh green peanuts: The yield of peanuts harvested and sold as fresh or green peanuts will be factored at forty five percent to determine an equivalent yield of dry peanuts.

seed corn: Seed corn grown for experimentation purposes is not insured.

Guaranteed production is established using seed company norm factors and settlement bushels set out in the contracts between the Insured and the seed company, as accepted by Agricorp.

Male (female fertile) corn within interplant acres (as defined in the contract between the seed company and the Insured) is not insured.

soybeans: All planted acreage of insurable soybeans must be insured under one Contract. There are four options under the soybean plan from which the Insured may choose: conventional, organic, tofu and natto soybeans.

Agricorp may deny coverage of experimental or unproven varieties.

Damage to soybeans grown in areas with insufficient crop heat units for the variety grown is not insured.

spring grains: For the purpose of determining actual production, the production of all harvested acreage of oats, barley, winter barley, and mixed grain that is insured as spring grain shall be combined, and in no case shall the production of any one of those grains be considered separately.

For winter barley, the Insured shall insure all spring-seeded acreage of barley under the same Contract, report final acreage planted, and comply with all other requirements of this Contract including, but not limited to, the payment of premium for all fall-seeded and spring-seeded acres by the applicable deadline. Winter barley is insured for loss or damage caused by winterkill in selected areas as approved

by Agricorp if planted and insured by the applicable deadline.

The Insured shall reseed inadequate stands of winter barley in the spring of the year. Failure to reseed an inadequate stand of winter barley may result in reduction or denial of any indemnity in respect of the damaged acreage.

Spring grain, oat or barley acres harvested as green feed will be credited a potential yield as determined by Agricorp.

spring wheat: spring wheat inter-seeded or harvested with winter wheat may be insurable as spring wheat. Spring wheat inter-seeded or harvested with spring grain is not insurable. This is deemed to be intermingling and may result in forfeiture of any otherwise existing entitlement under this Part in respect of damage to spring wheat crop acreage.

white beans: Where, as the result of an insured peril causing discolouration or reduction in quality, the insured crop or any part of it is sold at a reduced price, the actual production may be deemed to be reduced in the ratio that the price reduction bears to the insurance price established for white beans.

winter barley: Winter barley is insured against winterkill in selected areas as approved by Agricorp if planted and insured by the applicable deadline.

The Insured shall reseed inadequate stands of winter barley in the spring of the year. Failure to reseed an inadequate stand of winter barley may result in reduction or denial of any indemnity in respect of the damaged acreage.

winter wheat: All planted acreage of insurable winter wheat must be insured. If the insured crop is damaged in quality as a result of an insured peril, the yield used for the purpose of determining the amount payable under this Part may be adjusted as determined by Agricorp.

Winterkill coverage is excluded for winter wheat grown in any areas as Agricorp may designate from time to time as set out in any applicable Production Insurance Document. Spring wheat sown over or harvested with winter wheat may be insurable as spring wheat as may be set out in the Contract or applicable Production Insurance Document.

Winter wheat planted following a corn crop is insurable only if good farm management practices are followed. Winter or spring wheat planted into acreage following an immediately previous wheat crop is not eligible for insurance.

For the purpose of the insurance provided by this Part, an insured winter wheat crop progresses through two stages:

Stage 1: from the date seeding is completed until June 30; and,

Stage 2: from July 1 until the completion of harvest.

If damage occurs in Stage 1, Agricorp may agree to reseed of acreage to another crop. If the crop is damaged in Stage 1 and the Insured elects to harvest the crop, Agricorp will reduce the guaranteed production on the damaged acres by:

- a. fifty percent; or,
- b. the difference between the guaranteed production and potential production of the crop as determined by Agricorp; or,
- c. such other amount as Agricorp may deem appropriate.

Winter wheat may be insured in the spring for all perils except winterkill coverage subject to approval by Agricorp.

Approval is based on Agricorp's determination of the potential of the crop to achieve average farm yield.

J. Cancellation

For the purpose of clause L.2 of Part I of the Contract, the dates for late summer- or fall-seeded crops are as follows:

- a. winter canola - September 30 of the preceding crop year;
- b. winter wheat and winter barley - October 20 of the preceding crop year.

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