

Production Insurance

BC Ministry of Agriculture and Food

Grain

Policy Wording
for
The Continuous
Specified Perils
Production Insurance
Contract

This policy contains a
clause which may limit
the amount payable

Ministry of Agriculture and Food
<http://www.gov.bc.ca/CropInsurance/Grain>



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BASIS AND TERM OF CONTRACT

Definitions

1.1 In this contract, the following words have the following meanings:

- "Appraised Unharvested Yield" has the meaning given in paragraph 7.2;
- "Assessment" has the meaning given in paragraph 7.4;
- "Basket Coverage" has the meaning given in paragraph 2.9;
- "Carryover Grain" means Grain that was grown in a prior Crop Year;
- "Crop" means a crop of a Type of Grain that is insured under this contract;
- "Crop Year" means the period starting on May 1 of a year and ending on April 30 of the next year;
- "Declaration of Production" has the meaning given in paragraph 5.4;
- "Declared Land" has the meaning given in paragraph 4.6;
- "Early Establishment Deemed Yield" has the meaning given in paragraph 7.8;
- "Early Establishment Deemed Yield Value" has the meaning given in paragraph 7.8;
- "Event" has the meaning given to it in section 6.1;
- "Grain" means any of wheat, barley, oats, rye, field peas, canola, the pedigreed seeds of any of them, and, for Spot Loss only, fine seed;
- "Insurable Loss" means any of
 - (a) Unseeded Acreage Loss (defined in paragraph 2.1),
 - (b) Spot Loss (defined in paragraph 2.7), and
 - (c) loss, including Yield Loss (defined in paragraph 2.8), caused by a Yield Loss Peril;
- "Insurable Value" means the indemnity payable per unit that we specify or that you select before the start of the Crop Year from the choices we offer, as applicable;
- "Notice of Loss" has the meaning given in paragraph 6.1;
- "Production Guarantee" means:
 - (a) with respect to Crops that are composed solely of pedigreed seeds or solely of non-pedigreed seeds, the yield of Crop that we guarantee, being the probable yield less the deductible you select before the Crop Year starts from the choices we offer, as specified on a Statement of Premiums and Coverages, and
 - (b) with respect to Crops that include both pedigreed seeds and non-pedigreed seeds, the value of Crop that we guarantee, being

(probable yield per acre less the deductible you select before the Crop Year starts from the choices we offer) X [(acres of non-pedigreed seeds planted X Insurable Value chosen for non-pedigreed seeds) + (acres of pedigreed seeds planted X Insurable Value chosen for pedigreed seeds)]

as reduced in accordance with section 4.15, if applicable, and as specified on a Statement of Premiums and Coverages;

- "Production Insurance Offer" has the meaning given in paragraph 4.3;
- "Reseeding Indemnity" has the meaning given in paragraph 2.4;
- "Seeded Crop Report" has the meaning given in paragraph 4.16;
- "Seeding Deadline" has the meaning given in paragraph 4.15;
- "Spot Loss" has the meaning given in paragraph 2.7;
- "Statement of Premiums and Coverages" means a document that sets out your coverage details and premiums for a Crop Year;
- "Total Yield" means the yield of a Crop you produce and harvest in a Crop Year:
 - (a) modified to take into account grade, moisture, and dockage according to a methodology available for viewing at one of our Business Risk Management Branch Offices from before the start of the Crop Year in question,
 - (b) as increased by paragraph 4.10, if applicable, plus
 - (c) the portion of Appraised Unharvested Yield (defined in paragraph 7.2) that we determine (according to a methodology available for viewing at one of our Business Risk Management Branch Offices from before the start of the Crop Year in question) was economical to harvest;
- "Type" means, when referring to Grain or Crop, one of wheat, barley, oats, rye, field peas, and canola, including the pedigreed seeds of the Grain referred to, and for Spot Loss only, fine seed;
- "Undeclared Land" has the meaning given in paragraph 4.8;
- "Unseeded Acreage Loss" has the meaning given in paragraph 2.1;
- "us", "we", and "our" refer to the Province of British Columbia alone: they never refer to the combination of you and the Province of British Columbia;
- "Yield Loss" has the meaning given in paragraph 2.8;
- "Yield Loss Peril" has the meaning given in paragraph 2.8.

Contract Terms And Formation

1.2 The following are included as terms of the contract between you and us:

- (a) your initial application for insurance and your application for specific coverages in each Crop Year, including all representations you make to us in the applications and in any documents we require in support of your applications,
- (b) this document,
- (c) all changes to this document that we make and notify you of in accordance with this document,
- (d) the Production Insurance Offer, the completed form showing details of your request for coverage, all Seeded Crop Reports, and the Statement of Premiums and Coverages for the Crop Year in question, and

- (e) all terms implied by law, including those applicable terms specified under the Insurance Act, SBC 2012, c. 37 and the Insurance for Crops Act, RSBC 1996, c. 299.

Our acceptance of your original application for insurance creates a contractual relationship between you and us. It continues in force from year to year during your lifetime until terminated according to this document.

Details of coverage for each Crop Year are determined in accordance with the procedures described in this contract. If you do not arrange for a specific coverage by the appropriate deadline in a Crop Year, you do not have that coverage, even though the contract continues in other respects.

Changes To Contract

- 1.3** We may change the terms of this contract by notifying you of the change 30 days before the start of the Crop Year affected. We may change, without limitation, the kinds of Crops insurable, the perils covered, premium rates, premiums, insurable value choices, deductible choices, deadlines, and general terms of coverage.

If you do not agree with the change to the contract, you can cancel it by giving written notice (see paragraph 1.5), or you can elect to not have coverage by not signing and returning your Production Insurance Offer by the due date (see paragraph 4.5) or by not paying the plan premium by the due date (see paragraph 10.1(a)).

Periods Of Coverage

- 1.4** Insurance coverage specified on a Statement of Premiums and Coverages is effective:

- (a) for Unseeded Acreage Loss and Reseeding Indemnity, from April 1 until and including June 5;
- (b) for Yield Loss or Basket Coverage of a Crop of winter wheat grown north of the 51st parallel or fall seeded canola, either of which was seeded in the previous Crop Year, if we elect to cover the crop (see paragraph 4.7)
 - (i) from the date we approve the crop for coverage or
 - (ii) May 1whichever is earlier, until
 - (iii) harvest of the Crop is completed or
 - (iv) the day when, in our opinion, the harvesting of the Crop should have been completedwhichever is earlier;
- (c) for Yield Loss or Basket Coverage of a Crop of winter wheat grown south of the 51st parallel or fall rye, either of which was seeded in the previous Crop Year
 - (i) if you were insured for Grain in the previous Crop Year, from the date of seeding until
 - (a) harvest of the Crop is completed; or
 - (b) the day when, in our opinion, the harvesting of the Crop should have been completedwhichever is earlier;
 - (ii) if you were not insured for Grain in the previous Crop Year
 - (a) from the date of application; or
 - (b) the date of seeding

whichever is later, until

- (a) harvest of the Crop is completed; or
- (b) the day when, in our opinion, the harvesting of the Crop should have been completed

whichever is earlier;

- (d) for Yield Loss or Basket Coverage of Crop seeded in the current Crop Year, from the day the Crop is seeded until

- (i) harvest of the Crop is completed or
- (ii) the day when, in our opinion, the harvesting of the Crop should have been completed

whichever is earlier; and

- (e) for Spot Loss, from 12:00 noon of the second day following the date of payment in full of the Spot Loss premium until

- (i) October 31; or
- (ii) the day when, in our opinion, the harvesting of the Crop should have been completed

whichever is earlier; or

- (iii) in the case of fine seed only

- (a) the crop is in swath; or
- (b) in our opinion, should have been in swath

whichever is earlier.

Termination - You Must Give Us Written Notice

1.5 You may terminate this contract by giving us written notice. The notice takes effect immediately before the start of the next Crop Year.

Contract Ends Upon Death

1.6 In the event of your death, the contract terminates either:

- (a) at the end of the Crop Year in which death occurs; or
- (b) on the day that your insurable interest ceases to be part of your estate
whichever is earlier.

No Transfer Of Insurance Without Consent

1.7 If you transfer all or part of your insurable interest (by selling or otherwise), you must tell us immediately. The contract with respect to the transferred portion terminates at the time of the transfer. Any applicable reduction in premium due for optional coverages is determined according to a methodology available for viewing at one of our Business Risk Management Branch Offices before the Crop Year starts.

The contract does not terminate if we, you, and the transferee agree to substitute the transferee for you concerning that transferred interest. We may refuse to agree or we may vary the terms of the contract as a condition of agreeing.

No Indemnity Unless You Retain Insurable Interest

- 1.8** To be eligible for an indemnity, you must retain the insurable interest in the insured property until we have finished the adjusting process.

Limitation of Actions

- 1.9** Every action or proceeding against an insurer for the recovery of insurance money payable under this contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

PERILS AND COVERAGE CONDITIONS

Unseeded Acreage Coverage

- 2.1** If you obtain coverage for unseeded acreage, we must indemnify you for your inability to seed Grain ("Unseeded Acreage Loss") before June 6 because of excessive ground moisture. The formula for calculating Unseeded Acreage Loss indemnity is found in paragraph 8.1.

Conditions Of Unseeded Acreage Coverage

- 2.2** To be eligible for an indemnity for Unseeded Acreage Loss:
- (a) you must, before the start of the Crop Year, declare to us all the acreage that, as of the start of the Crop Year, you intend to seed to Grain (note - this means that you are then covered for and must pay premium for Yield Loss for each Type of Grain that you actually plant on that acreage - see paragraph 4.6);
 - (b) you must obtain Yield Loss coverage for all of your Grain eligible for Yield Loss coverage;
 - (c) you must advise us on or before June 8 of the number of acres that, as of June 5, you were unable to seed because of excessive ground moisture; and
 - (d) the acreage affected must be in blocks of 5 acres or more.

Land Not Eligible for Unseeded Acreage Coverage

- 2.3** The following land does not qualify for Unseeded Acreage coverage:
- (a) acreage under bush or brush, sod, pasture, perennial forage, fall rye or winter wheat at the start of the Crop Year;
 - (b) acreage broken out of bush, brush or other natural state that has not been seeded in a year preceding the current Crop Year;
 - (c) acreage that was not broken out of sod, perennial forage or other perennial crop at least 30 days before the start of the current Crop Year;
 - (d) acreage on which an Unseeded Acreage Loss was suffered in the previous Crop Year, for which an indemnity was paid, and that was not cultivated (as determined by us) between the time of the loss and the start of the current Crop Year;
 - (e) acreage that in our opinion is subject to repeated flooding or on which excess moisture is a recurring problem;
 - (f) land under creeping red fescue previous Crop Year, whether or not it was broken 30 days before the start of the current Crop Year.

Reseeding Indemnity Coverage

- 2.4** If a Crop is damaged by a Yield Loss Peril before June 6 to the degree that we estimate, as of the time of inspection, that its Total Yield will be less than its Production Guarantee, you may elect to reseed and receive an indemnity (a "Reseeding Indemnity"). If you do not reseed and choose instead to put the Crop to another use with our approval, an adjustment to yield may apply (see paragraph 7.8).

The formula for calculating Reseeding Indemnity is found in paragraph 8.2.

Conditions Of Reseeding Indemnity Coverage

2.5 To be eligible for a Reseeding Indemnity:

- (a) you must, before the start of the Crop Year, declare to us all the acreage that, as of the start of the Crop Year, you intend to seed to Grain (note - this means that you are then covered for and must pay premium for Yield Loss for each Type of Grain that you actually plant on that acreage - see paragraph 4.6);
- (b) you must obtain Yield Loss coverage for all of your Grain eligible for Yield Loss coverage
- (c) the area affected must be larger than 10 acres;
- (d) you must ask for and obtain our prior written consent to reseed;
- (e) you must work down the original planting before reseeding unless we otherwise approve;
- (f) you must reseed the affected area to Grain before the relevant Seeding Deadline;
- (g) you must plant the reseeded Grain into herbicide treatments acceptable to us; and
- (h) you must not have already claimed a Reseeding Indemnity on the affected area in that Crop Year.

Unseeded Acreage And Reseeding Indemnity included in Coverage

2.6 If you are eligible for Unseeded Acreage Loss coverage and you pay the plan premium by the due date (see paragraph 10.1(a)), you are, subject to meeting all other requirements, covered for Unseeded Acreage Loss to Grain for the acres declared at the deductible we specify.

If you are eligible for Reseeding Indemnity coverage and you pay the plan premium by the due date (see paragraph 10.1(a)), you are, subject to meeting all other requirements, covered for Reseeding Indemnity for Grain for the acres declared.

Spot Loss Coverage

2.7 If you obtain coverage for Spot Loss, we must indemnify you for a reduction in yield of a Crop ("Spot Loss") caused by hail or fire. The formula for calculating Spot Loss indemnity is found in paragraph 8.3.

Yield Loss Coverage

2.8 If you obtain coverage for loss of yield of a Crop, we must indemnify you for any reduction below the Production Guarantee ("Yield Loss") caused by:

- (a) hail;
- (b) frost;
- (c) drought;
- (d) excessive moisture, including flooding;
- (e) wind;
- (f) uncontrollable insects;
- (g) fire;
- (h) uncontrollable diseases;
- (i) rain;
- (j) snow;
- (k) freeze,
- (l) uncontrollable wildlife, or
- (m) uncontrollable water fowl

(any of which is referred to as a "Yield Loss Peril")

The formula for calculating Yield Loss indemnity is found in paragraph 8.4.

Basket Coverage

2.9 If you obtain basket coverage, we must indemnify you for a reduction in yield of Grain caused by a Yield Loss peril (see paragraph 2.8), calculated according to paragraph 8.5 (“Basket Coverage”).

Conditions Of Basket Coverage

2.10 To be eligible for Basket Coverage

- (a) you must obtain Yield Loss coverage, at the maximum deductible and minimum Insurable Value available, for all Types of Grain you plant that are eligible for Yield Loss coverage;
- (b) you must plant at least two Types of Grain; and
- (c) no single Type of Grain may exceed 75% of the total of all acres you seed to Grain that are eligible for Yield Loss Coverage.

If a single Type of Grain does exceed 75% of the total of all acres that you seed to Grain and you obtained Yield Loss coverage (as necessary to be eligible for Basket Coverage), your Yield Loss coverage continues even though your Basket Coverage does not.

EXCLUSIONS FROM COVERAGE

Exclusions

3.1 No indemnity is payable for

- (a) any loss that you could control, including, without limitation, loss resulting from poor management, negligence, or breach of this contract,
- (b) damage resulting from controllable insects, diseases, weeds, animals, low prices, market problems, labor problems, or equipment problems, or
- (c) any loss caused by another person, including, without limitation, by vandalism.

We Decide What You Can Control

3.2 We may, in our sole discretion, decide, for the purposes of paragraph 3.1, what you can control, but we must act reasonably in making this decision. If an excluded event causes a loss, we may deny the claim or reduce the indemnity by applying an Assessment.

UNDERWRITING AND ANNUAL REVISION OF COVERAGE DETAILS

Deadline For Changes In Coverage

4.1 If you want coverage different from the previous Crop Years’, you must request changes and give us all the information we require in support, including a description of any new lands, before the Crop Year starts for all coverages other than Spot Loss. There is no deadline for Spot Loss coverage applications.

Deadline For New Applications

4.2 Persons who are not already insured under the Grain production insurance program must apply for insurance and provide all the information we require in support before the Crop Year starts for all coverages other than Spot Loss.

Production Insurance Offer - If No Changes

4.3 If you are already insured under the Grain production insurance program, we must, at least 30 days before the Crop Year starts, either:

- (a) provide you a document setting out our offer of coverage for the ensuing Crop Year (a “Production Insurance Offer”) that includes the following:
 - (i) Production Guarantees per acre for Types of Grain that you grew last Crop Year,
 - (ii) Insurable Value and deductible choices for Types of Grain that you grew last Crop Year, and
 - (iii) premium costs for Types of Grain that you grew last Crop Year and for Basket Coverage, or
- (b) decline to offer you insurance.

Production Insurance Offer - New Applicants Or Changes

4.4 If you apply for insurance before the deadline or request changes to your policy before the deadline (except for Spot Loss in either case), we must, before the Crop Year starts or within 15 days after your application (or request, as applicable), whichever is later, either

- (a) provide you a Production Insurance Offer that includes the following:
 - (i) Production Guarantees per acre for Types of Grain that you advise us that you plan to grow in the upcoming Crop Year,
 - (ii) Insurable Value and deductible choices for Types of Grain that you advise us that you plan to grow in the upcoming Crop Year, and
 - (iii) premium costs for Types of Grain that you advise us that you plan to grow in the upcoming Crop Year and for Basket Coverage, or
- (b) decline to offer you insurance.

Accepting Our Offer - You Must Sign And Return And Pay Premium By Deadline

4.5 You indicate your acceptance of our Production Insurance Offer and agree to pay the premium for that coverage by

- (a) signing and returning a copy to us before the start of the Crop Year or within 15 days after the approval date on the Production Insurance Offer, whichever is later, and
- (b) paying the plan premium by the due date (see paragraph 10.1(a)).

If you do not sign and return the Production Insurance Offer as required, or if we do not receive the plan premium by the due date, you are deemed to have rejected our offer and elected to not have coverage for the ensuing Crop Year.

Effect Of Accepting Our Offer - Declared Land

4.6 If you accept a Production Insurance Offer, you are covered for the number of acres of each Type of Grain you actually plant by the Seeding Deadline on land (“Declared Land”) you declared to us before the start of the Crop Year that you intended to seed.

Fall Seeding

- 4.7** If you plant Grain on Declared Land before the start of a Crop Year (for example, in the fall), you must tell us before the start of the Crop Year. If that Grain is winter wheat north of the 51st parallel or fall seeded canola, you are not covered for it unless we inspect it and determine that, in our opinion, it has adequate plant density and vigor.

Coverage Of Land Not Declared Before Crop Year Starts - Common Crop

- 4.8** If you plant Grain before its Seeding Deadline on land you own, lease or operate and that land is not Declared Land (“Undeclared Land”) and you also plant that Type of Grain before its Seeding Deadline on Declared Land, you must tell us immediately so we may evaluate that Undeclared Land.

If we think the Undeclared Land is less productive than the Declared Land, we may give you written notice of less favorable coverage terms for the Undeclared Land. You are bound to those terms in respect of the Undeclared Land unless we receive your written rejection of those terms within 15 days of your receiving the notice: if you reject the terms, the Grain on the Undeclared Land is uninsured for that Crop Year and you will not be eligible for Basket Coverage.

If you tell us about the Undeclared Land as required and we do not send you a notice, the terms of coverage that apply to the Declared Land also apply to the Undeclared Land.

Coverage Of Land Not Declared Before Crop Year Starts - Unique Crop

- 4.9** If you plant Grain before its Seeding Deadline on Undeclared Land but do not also plant Grain of that Type before its Seeding Deadline on Declared Land, you may, before June 14 of the Crop Year, request coverage for that Undeclared Land. We must either evaluate that Undeclared Land and offer you Yield Loss coverage at a specified Insurable Value or decline to offer you insurance on it. Our describing it on the Statement of Premiums and Coverages is our offer to insure it. You may accept that offer by paying the required premium within 15 days after the date on the Statement of Premiums and Coverages. If you do not pay by then, you do not have that coverage nor will you have Basket Coverage.

Production From Undeclared Land May Be Included In Yield

- 4.10** If you do not tell us about Undeclared Land as required by paragraph 4.8, we may include the uninsured production from the Undeclared Land in your Total Yield of that Crop for adjusting purposes, even though we do not increase your Production Guarantee.

We May Deny Coverage

- 4.11** We may, in our sole discretion, refuse to provide you insurance coverage by giving you written notice before the start of a Crop Year. We may, without limiting the scope of our discretion, refuse coverage based on:

- (a) the area and the site used to grow the Grain,
- (b) the variety of the Type of Grain,
- (c) the fact that the Grain has been damaged before you apply for the insurance, and
- (d) your failure to pay premiums when due.

Insurance Not Effective

- 4.12** Insurance is not effective

- (a) if the variety of Grain planted is not on the approved list, available for viewing at one of our Business Risk Management Branch Offices from before the start of the Crop Year in question, unless, upon inspecting the planting and measuring the vigor and density of the stand, we determine that it is sufficient to yield a normal crop and, in our sole discretion, agree to cover you,
- (b) if the crops are volunteer crops,

- (c) if you seed by the broadcast method or other seeding method not approved by us (approved methods are available for viewing at one of our Business Risk Management Branch Offices from before the start of the Crop Year in question), unless, upon inspecting the planting and measuring the vigor and density of the stand, we determine that it is sufficient to yield a normal crop and, in our sole discretion, agree to cover you, or
- (d) for Spot Loss that occurs before Spot Loss coverage comes into effect.

We May Specify Conditions

4.13 We may require you to meet conditions to be eligible for insurance coverage.

Underwriting In Our Sole Discretion

4.14 We have the sole discretion to determine underwriting matters, including, without limitation, to establish probable yield of a Crop, premium rates, premiums, deductible choices, and insurable value choices. You have no right to appeal underwriting decisions.

Seeding Deadlines

4.15 Insurance (except Spot Loss insurance, if obtained) is not effective for land seeded to Grain after the following seeding deadlines (each a "Seeding Deadline"):

- (a) for all Grain grown south of the 51st parallel, June 5,
- (b) for fall rye grown north of the 51st parallel, September 10 of the previous Crop Year, and
- (c) for all Grain (except fall rye) grown north of the 51st parallel:

Commodity	Seeding Date for Full Coverage	Seeding Deadline
Argentine Canola	May 20	June 1
CPS Wheat	May 15	June 1
HRS Wheat	May 25	June 5
Oats	May 25	June 5
Field Peas	June 1	June 5
Barley	June 5	June 5
Polish Canola	June 5	June 5

Insurance is reduced for land seeded to Grain after the “Seeding Date for Full Coverage” as described in the table in (c). Your probable yield, and consequently your Production Guarantee, is reduced for each day the crop is seeded after the Seeding Date for Full Coverage as follows:

For all commodities except Argentine Canola and CPS Wheat, the reduction is five percent per day. For Argentine Canola and CPS wheat, the reduction is three percent per day until May 25, after which it is five percent per day.

For example, if you seed Argentine Canola on May 27, the portion of your canola probable yield that the Argentine Canola represents is

- (i) May 21 to 25 = 5 days x 3% = 15% plus
- (ii) May 26 to 27 = 2 days x 5% = 10%

For a total of a 25% reduction or 75% of what it would have been had you seeded it on or before May 20th.

You Must Give Us A Seeded Crop Report

4.16 Once you have finished seeding all your Crops and, in any event, by June 14, you must give us a report (a "Seeded Crop Report") in the form we require showing seeding details for each Type of Grain seeded, including legal land description, acres of each Type of Grain seeded to both insured and uninsured Grain, fallow acres, and the dates of actual seeding by variety seeded.

A Seeded Crop report is not required for Spot Loss coverage.

We Can Charge You For Completing The Report If You Are Late

4.17 If you do not file a Seeded Crop Report by the required date:

- (a) we may inspect your Crops and complete the Seeded Crop Report for you, in which case that Seeded Crop Report binds you as if you had completed it,
- (b) if we complete the Seeded Crop Report for you, you must pay us our costs of doing so, and
- (c) we may pursue our remedies for breach of contract, including those described in paragraph 12.1.

Insurance Coverage And Premium

4.18 We must provide you with a Statement of Premiums and Coverages. If the Production Guarantee per acre is reduced based on the productivity of new lands (see paragraph 4.8) or because of late planting (see paragraph 4.15), the reduced value is used to calculate premiums.

Spot Loss Coverage

4.19 You may apply for Spot Loss coverage at any time (but see paragraph 1.4(e) for coverage end date). You must give us full details of the crop, the legal description of the land you want covered, and the dollar value of the coverage requested. If you do this, we must either decline to make an offer or make an offer specifying coverage terms including the coverage value for the land in question and applicable premiums. Payment of the premium is your acceptance of our offer, but insurance is not in effect until several days after you pay (see paragraph 1.4(e) re: effective date of coverage).

If the crop on the area to be covered suffers Spot Loss before the coverage is scheduled to come into effect, Spot Loss coverage does not come into effect: we must refund your premium for that area if you promptly advise us that hail or fire has occurred, as required by paragraph 5.2(b).

Termination of Contract-Failure to Obtain Coverage

4.20 If you have not obtained coverage for two consecutive Crop Years and do not obtain coverage at the start of the next Crop Year, this contract terminates at the start of that Crop Year. If you wish to again obtain coverage, you will have to reapply.

YOUR DUTIES

Information You Give Must Be Accurate

5.1 You represent and warrant that all information you have provided, and promise that all information you will provide, to us related to this contract is correct and true.

You Have A Duty Of Good Faith And Full Disclosure

5.2 This is a contract of insurance. We will not necessarily make an inspection before the start of the Crop Year. We will rely on the information you provide us. You owe us the duty of utmost good faith and full disclosure required by the common law of insurance. This includes, without limitation, the duty to

- (a) accurately disclose to us all details of your growing operation that may affect our risk in insuring you, including the condition of the equipment used to manage the Crop, your history of losses and production, and whether the Crop has been damaged before you apply for the insurance,

- (b) report to us the occurrence of hail or fire prior to the date that any Spot Loss coverage you have obtained comes into effect, and,
- (c) promptly report to us any change in circumstance or Crop management technique that may affect this contract or an indemnity or premium due under it.

Crop Management

5.3 You must care for and manage the Crop and plants that will bear it according to recognized agricultural management practices: this includes taking reasonable precautions to avoid damage from all hazards, insured or not.

Keep Records And Declare Production

5.4 You must keep complete records of Grain that you produce, harvest, sell, and otherwise come into possession of or dispose of, whether insured or not, by Type of Grain, source, and weight. You must, upon completing harvest, complete, sign, and deliver to us a document (a "Declaration of Production") in a form we specify disclosing full details of those records.

Right To Enter And To Inspect Records

5.5 You must allow any agent we appoint, at any reasonable time, to enter upon your land to:

- (a) inspect and measure your land and any Crop or plant grown or stored on it,
- (b) inspect any record that you are required by this contract to keep,
- (c) ensure that the terms of this contract are being complied with, and
- (d) adjust a claim for indemnity, including, without limitation, determine the extent and cause of loss and the size of the area involved.

Right To Records Held By Others

5.6 You authorize us to inspect any records held by other persons pertaining to your Crop, including, without limitation, records held by the Canadian Wheat Board, and direct those other persons to disclose those records to us. You must confirm that direction to those persons upon our request.

You Must Provide Information

5.7 You must give us the information required by this document by the times specified and must provide, on demand, all information that is, in our opinion, relevant to underwriting or to determining a claim for indemnity.

You Must Show Insurable Interest

5.8 You must, upon request, provide us with

- (a) full details of the location of the lands upon which you propose to grow your Crop,
- (b) evidence of your interest in those lands, and
- (c) evidence that you have an insurable interest in the things insured under this contract.

Report Acquired And Late Planted (Uninsured) Crops Immediately

5.9 If, after the relevant Seeding Deadline, you acquire, by ownership or lease, land that produces Grain of a Type for which you are covered under this contract or if you plant a type of Grain after its Seeding Deadline, you must tell us about it immediately.

Store Crop In A Way That It Can Be Measured

5.10 You must store all Crop insured under this contract, including discarded Crop, separately from production not insured under this contract and in such a way that we can accurately measure its quantity when adjusting a claim for indemnity. You must store non-pedigreed production separately from pedigreed production. You

must, immediately before commencing harvest, deliver to us an estimate of the volume of each Type of Carryover Grain you hold.

NOTICE OF LOSS

You Must Give Detailed Notice Of Loss

- 6.1** Each time you become aware of an event that has the potential to damage the Crop (an “Event”), you must give us a notice (a “Notice of Loss”) that describes:
- (a) the Event,
 - (b) the date(s) the Event occurred,
 - (c) the location of the land on which the potentially damaged Crop grows,
 - (d) the Crop potentially damaged,
 - (e) any agronomic conditions or symptoms observed that indicate there may potentially be damage to the Crop, and
 - (f) the potential damage to the Crop, estimated in terms of yield or value potentially reduced, as applicable.

How To Give A Notice Of Loss

- 6.2** You may give the Notice of Loss by telephone, in person, by mail, delivery, or fax. Upon receiving notice, we must give you a confirmation number. If you do not receive a confirmation number within 14 days of giving the Notice of Loss, you must tell us immediately. You are deemed not to have given the Notice of Loss any earlier than 14 days before you tell us that you did not receive the confirmation number.

Deadline For Giving Notice Of Loss

- 6.3** You must give us a Notice of Loss at the earliest of the following:
- (a) the date(s) you become aware of an Event,
 - (b) the completion of harvest of the Crop,
 - (c) October 31 of the Crop Year in which the Event occurs,
 - (d) in the case of Unseeded Acreage Loss, June 8 of the Crop Year in which the Event occurs,
 - (e) if the Event occurs before the relevant Seeding Deadline, before reseeding,
 - (f) the end of the period of coverage in the relevant Crop Year (see paragraph 1.4).

If a Notice of Loss is not received by the required time, we may deny the whole claim or reduce it by an Assessment to take into account the harm caused us by your late notice.

ADJUSTING LOSS

We May Require Crop To Mature

- 7.1** After inspecting a Crop, we may require you to allow the Crop to mature.

Permission To Abandon Crop

7.2 If you claim an indemnity for a Crop, you must harvest within a reasonable time after it matures all Crop of that Type, unless we give written consent not to harvest (any Crop that you refrain from harvesting with our written consent is defined as "Appraised Unharvested Yield").

Permission To Remove Plants

7.3 If you claim an indemnity for a Type of Grain, you must obtain our written consent before you

- (a) remove or cut for feed your Crop of that Type of Grain or
- (b) work down, pasture, or use other than to produce that Type of Grain, land covered by this contract.

Once you do any of these things, you must tell us so we may inspect what you have done.

We May Reduce Indemnity (Assessments)

7.4 We may reduce the indemnity otherwise payable by deducting an amount (an "Assessment") to take into account losses attributable to uninsured causes, including, without limitation:

- (a) poor management and plant and crop care practices,
- (b) losses caused by uninsured hazards,
- (c) losses excluded by paragraph 3.1
- (d) removal of Crop,
- (e) unrecorded Crop disposal,
- (f) not harvesting Crop within a reasonable time after it matures,
- (g) abandoning Crop without obtaining written consent,
- (h) not submitting a Notice of Loss by the required deadline (see paragraph 6.3 and subject to our considering the claim at all), or
- (i) your breach of this contract, including falsely describing the nature of, location of, acreage of, or yield of a Crop, knowingly misrepresenting or not disclosing any facts required to be disclosed, or failing to discharge your duty of good faith and full disclosure to us.

We Have Right To Determine Yield And Assessments

7.5 We may determine Total Yields, causes of loss, amounts of loss, Carryover Grain volumes, areas of land left unseeded, and Assessments by the most practical and reasonable methods available, including, without limitation, using information you provide, sampling Grain or Grain stalks, inspecting, measuring, grading, reviewing documents, comparing records of production from nearby lands, and estimating. If there is a discrepancy between information you provide and information we obtain from other sources, we may use the latter to determine an indemnity.

Separate Adjustment

7.6 Yield Loss, Unseeded Acreage Loss, Spot Loss, Basket Coverage, and Insurable Loss giving rise to a Reseeding Indemnity are each adjusted separately. Losses of each Type of Grain are adjusted separately and the indemnities and any applicable deductible are calculated separately.

Maximum Indemnity

7.7 The cumulative maximum indemnity payable in a Crop Year for Yield Loss and Reseeding Indemnity for a Crop of a Type of Grain that is composed solely of pedigreed seeds or solely of non-pedigreed seeds is (Production Guarantee) X (Insurable Value).

The cumulative maximum indemnity payable in a Crop Year for Yield Loss and Reseeding Indemnity for a Crop of a Type of Grain that includes both pedigreed seeds and non-pedigreed seeds is the Production Guarantee.

Early Establishment Yield Loss Adjustment

7.8 If, in your opinion, reasonably held, a Crop is significantly damaged by a Yield Loss Peril before June 6, you must notify us immediately.

If you do not reseed to an insured Type of Grain before the relevant Seeding Deadline and we and you agree that the Crop is no longer economical to manage, the measure of yield, or value of yield, as applicable, will be modified to take into account the earliness of the loss as follows, unless we agree that it is not possible to ascertain the loss and reseed before the deadline:

If an insured Crop is composed solely of pedigreed seeds or solely of non-pedigreed seeds, the combined yield from all damaged areas of each insured Crop measuring 10 acres or more in size is deemed ("Early Establishment Deemed Yield") to be

- (a) 50% of the Production Guarantee X damaged acres ÷ acres planted, or
 - (b) the yield that, as of the time of our inspection, we expect from the damaged acres, presuming normal weather conditions and proper farming practice from the time of our inspection until harvest,
- whichever is greater.

If an insured Crop is composed of both pedigreed seeds and non-pedigreed seeds, the value of the combined yield from all damaged areas of each insured Crop measuring 10 acres or more in size is deemed ("Early Establishment Deemed Yield Value") to be

- (a) 50% of the Production Guarantee X damaged acres ÷ acres planted, or
 - (b) the value of the yield that, as of the time of our inspection, we expect from the damaged acres, presuming normal weather conditions and proper farming practice from the time of our inspection until harvest,
- whichever is greater.

Adjusting Costs Covered

7.9 You are obliged to pay premiums associated with the adjusting process. We must indemnify you for these costs and, therefore, there will be no net additional cost to you.

INDEMNITY CALCULATIONS

Unseeded Acreage Loss Indemnity

8.1 An indemnity for Unseeded Acreage Loss is calculated according to the following formula:

(total acres unseeded at June 6 minus the deductible you select from the choices we offer)

X (indemnity per acre)

where the indemnity per acre is determined by us and available for viewing at one of our Business Risk Management Branch Offices before the start of the Crop Year in question

Reseeding Indemnity

8.2 A reseeded indemnity is calculated according to the following formula:

(total acres reseeded to Grain)

X (indemnity per acre)

where the indemnity per acre is determined by us and available for viewing at one of our Business Risk Management Branch Offices before the start of the Crop Year in question. Paragraph 7.7 describes a maximum indemnity.

Spot Loss Indemnity

8.3 An indemnity for Spot Loss is calculated according to the following formula:

(number of acres affected by Spot Loss)

X (percentage reduction of yield caused by Spot Loss in the affected acres)

X (Insurable Value for Spot Loss purposes for the affected acres)

less deductible

If the percentage reduction of yield in the affected acres is less than 10%, no Spot Loss indemnity is payable. We determine percentage reduction in yield according to a methodology available for viewing at one of our Business Risk Management Branch Offices from before the start of the Crop Year in question.

Yield Loss Indemnity

8.4 An indemnity for Yield Loss of a Crop of each Type of Grain that is composed solely of pedigreed seeds or solely of non-pedigreed seeds is calculated according to the following formula:

(Production Guarantee - Assessments - Total Yield - Early Establishment Deemed Yield)
X Insurable Value

An indemnity for Yield Loss of a Crop of each Type of Grain that includes both pedigreed seeds and non-pedigreed seeds is calculated according to the following formula:

Production Guarantee - Assessments - ((Total Yield X Insurable Value) + Early Establishment Deemed Yield Value for non-pedigreed seeds) - ((Total Yield X Insurable Value) + Early Establishment Deemed Yield Value for pedigreed seeds)

Paragraph 7.7 describes a maximum indemnity.

Basket Coverage Loss Indemnity

8.5 An indemnity for Basket Coverage loss is calculated according to the following formula:

the sum of

for each Type of Crop grown, [(probable yield - basket coverage deductible***) X maximum available Insurable Value]*

minus the sum of

for each Type of Crop grown, [(Total Yield + Early Establishment Deemed Yield + Assessments) X maximum available Insurable Value]**

minus the Yield Loss indemnity payable for all Crops

* for each Crop comprised of both pedigreed and non-pedigreed seeds, the following is substituted:

[(probable yield per acre - basket coverage deductible^{***}) X {(acres of non-pedigreed seeds planted X maximum Insurable Value for non-pedigreed seeds) + (acres of pedigreed seeds planted X maximum Insurable Value for pedigreed seeds)}]

** for each Crop comprised of both pedigreed and non-pedigreed seeds, the following is substituted:

[for each of pedigreed and non-pedigreed seeds {(Total Yield X maximum Insurable Value) + Early Establishment Deemed Yield Value + Assessments}]

^{***} basket coverage deductible means the deductible for basket coverage you select before the Crop Year starts from the choices we offer

INDEMNITY PAYMENT

Things That Must Happen Before Indemnity Is Payable

9.1 We may withhold payment of an indemnity until any one or more of the following, as we in our discretion may specify, occurs:

- (a) the Crop is harvested,
- (b) you provide a Declaration of Production and we verify its contents,
- (c) you establish that an insured peril caused the loss,
- (d) the land is worked down or put to a use other than to produce Grain,
- (e) you provide a Canada Revenue Agency income tax reporting number, or
- (f) you provide a statutory declaration attesting to any representation you make to us for the purpose of obtaining an indemnity.

Payment And Claim Summary Report

9.2 Within 30 days after determining the amount of indemnity payable for an Insurable Loss, we must pay you and provide you with a claim summary report showing the amount of indemnity and the calculations used to determine it.

Cashing Cheque Means Satisfaction

9.3 If you cash an indemnity cheque issued by us as final settlement for a claim of loss, you admit that your claim is satisfied.

Set-Off

9.4 If you owe us money, we may set-off against that debt any money that we owe you.

Assigning Indemnity

9.5 An indemnity under this contract is not assignable unless

- (a) we give written consent to the assignment and
- (b) the assignment is made to a single assignee.

Only One Assignment Allowed

9.6 You must not have more than one assignment of indemnity under this contract outstanding at any one time.

PREMIUM PAYMENT

Premium Due Date

10.1 You must pay the premium due for each Crop Year at the following applicable times:

- (a) the plan premium is due on the day before the Crop Year starts or 15 days after the approval date on the Production Insurance Offer, whichever is later, and
- (b) all other premiums (except Spot Loss) are due on the 15th day after the approval date on the Statement of Premiums and Coverages.

There is no due date for Spot Loss premium, but coverage is not effective until some time after we receive payment (see paragraph 1.4(e)).

No Liability For Refusing Credit

10.2 We are not liable for any loss you suffer relating to our refusal to extend credit for premium payment.

Interest On Overdue Premiums

10.3 Interest on overdue premiums is payable according to the Interest on Overdue Accounts Receivable Regulation, B.C. Reg. 214/83.

GENERAL

Errors And Omissions

11.1 We may correct clerical or mathematical errors or omissions made in this contract, or in other communication between us and you, and may make any resulting changes.

Subrogation

11.2 If we pay you an indemnity, we are subrogated to your rights concerning the loss. For example, we are entitled to demand that you transfer to us your rights in the damaged property and any right of action you may have against any person, by reason of whose conduct we are obliged to pay the indemnity.

Notices

11.3 A notice from us to you or from you to us must be in writing and may be given in person or by email, fax or mail, unless this contract specifies otherwise.

Waiver

11.4 No waiver of any term or of any breach of this contract is effective unless it is in writing, signed by us.

IF YOU BREACH CONTRACT

Remedies

12.1 If you breach a term of this contract, falsely describe the nature of, location of, acreage of, or yield of a Crop, knowingly misrepresent or do not disclose any facts required to be disclosed, or fail to discharge your duty of good faith and full disclosure to us, we, unless we have consented in writing to the conduct, may at our option, do any or all of the following:

- (a) terminate the contract,
- (b) continue the contract but cancel insurance coverage and pay no indemnity for the current Crop Year, or
- (c) continue the contract but apply an Assessment to the indemnity otherwise payable.

No Indemnity Unless Notice Of Loss Properly Given

12.2 We are not obliged to pay you unless you provide a Notice of Loss complying with this contract.

Contractual Remedies Not A Bar To Other Claims

12.3 If we exercise any of the options in paragraph 12.1, we can still claim damages for any losses incurred as a result of your breach.

No Refund Of Premium

12.4 Even if we exercise any of the options in paragraph 12.1 or the contract terminates due to death, the premium for the Crop Year is deemed earned and remains payable.

Effect On Premium Of Overstating Insurable Interest

12.5 If you overstate the quantity of the crops to be insured, you must pay applicable premiums on the basis of that overstatement, even though we use the actual measured quantities to determine the amount of any indemnity.

ARBITRATION

13.1 All disputes arising out of this contract of insurance must be decided by binding arbitration under the *Arbitration Act, S.B.C. 2020, c. 2*. This excludes the following:

- (a) our annual offer of coverage, or our refusal to make such an offer, under any of paragraphs 4.3, 4.4, 4.8, 4.9 and 4.19;
- (b) our refusal to provide coverage under paragraph 4.11; and
- (c) any of our underwriting decisions, as described in paragraph 4.14.

How To Arbitrate

13.2 If you want a dispute arbitrated, you must:

- (a) deliver to us within 30 days after receiving our decision, a written notice of arbitration stating
 - (i) full details of the loss, including date, location, and cause
 - (ii) the nature of the dispute and
 - (iii) the relief claimed and

- (b) submit with the notice of arbitration a deposit in the form of a certified cheque payable to the Minister of Finance and Corporate Relations in an amount equal to:
 - (i) \$100.00, or
 - (ii) for an arbitration concerning Yield Loss of a Crop of a Type of Grain that is composed solely of pedigreed seeds or solely of non-pedigreed seeds, one percent of the Production Guarantee for that Type of Grain times the Insurable Value for that Type of Grain, or
 - (iii) for an arbitration concerning Yield Loss of a Crop of a Type of Grain that includes both pedigreed seeds and non-pedigreed seeds, one percent of the Production Guarantee for that Type of Grain,
 - (iv) for an arbitration concerning Unseeded Acreage Loss, one percent of the acres insured times the Insurable Value, or
 - (v) for an arbitration concerning Spot Loss of a Type of Grain, one percent of the number of acres of that Type of Grain covered for Spot Loss times the Insurable Value for those acres, or
 - (vi) for an arbitration concerning Basket Coverage, one percent of

(the sum of for each Type of Crop grown, [(probable yield - minimum available deductible) X maximum available Insurable Value]*

minus the sum of

for each Type of Crop grown, [(probable yield - maximum available deductible) X minimum available Insurable Value]**)

* for each Crop comprised of both pedigreed and non-pedigreed seeds, the following is substituted:

[(probable yield per acre - minimum available deductible) X {(acres of non-pedigreed seeds planted X maximum Insurable Value for non-pedigreed seeds) + (acres of pedigreed seeds planted X maximum Insurable Value for pedigreed seeds)}]

** for each Crop comprised of both pedigreed and non-pedigreed seeds, the following is substituted:

[(probable yield per acre - maximum available deductible) X {(acres of non-pedigreed seeds planted X minimum Insurable Value for non-pedigreed seeds) + (acres of pedigreed seeds planted X minimum Insurable Value for pedigreed seeds)}]

whichever is greater.

Hearing

13.3 If you initiate arbitration in accordance with paragraph 13.2, we must appoint a single arbitrator and request the arbitrator to conduct an oral hearing at a time and location set by the arbitrator in consultation with the parties. The arbitrator may conduct a written hearing if both you and we agree. If you do not comply with paragraph 13.2, the arbitrator has no jurisdiction to hear the matter.

Procedures

13.4 The arbitrator has the jurisdiction to determine all procedures in the arbitration.

Decision Binding

13.5 The arbitrator's decision is final and binds you and us, but may be appealed to the Court of Appeal on a question of law if one of s. 59(2)(a) or (b) of the *Arbitration Act* is met.

Written Reasons

13.6 The arbitrator must give written reasons for the decision.

Costs

13.7 The arbitrator has no jurisdiction to award costs to either party under s. 50 of the *Arbitration Act*. We are responsible for the arbitrator's fees and costs. Any party who requests additional services in the arbitration (including translator services, clerk/stenographer services, transcripts) is responsible for the costs of those services, unless we agree to pay them.

Deposit

13.8 The deposit must be refunded to you if the arbitrator decides in your favour or if the decision is mixed and partly in your favour, but is forfeited to us if the arbitrator decides entirely in our favour.

References To The *Arbitration Act*

13.9 All references to the *Arbitration Act* in section 13 are to the Act as amended from time to time, except in sections 13.5 and 13.7, which are references to the Act as of September 1, 2020.

