



Agricultural Insurance Corporation AgrilInsurance Agreement 2022



*Prince Edward Island
Agricultural Insurance Corporation*

*2022
Spring AgriInsurance Agreement*

Phone: (902) 836-0439

Fax: (902) 836-8912

Physical Address

***7 Gerald McCarville Drive
Kensington, PE***

Mailing Address

***PO Box 400
Kensington, PE
C0B 1M0***

***Prince Edward Island
Agricultural Insurance Corporation
(AIC)***

Board of Directors	
Elizabeth Maynard	Chair of the Board
Fred Dollar	Vice Chair of the Board
Beverley Boulter	Board Member
Clayton Bulpitt	Board Member
Rodney Dingwell	Board Member
Amanda Drake	Board Member
Mary Gillis	Board Member
Don Godfrey	Board Member
Mark MacEwen	Board Member
Mary Kinsman	Department of Agriculture and Fisheries
Sonya Cobb	Department of Finance

AgriInsurance Staff			
Lesa MacDonald	Director	lmacdonald@gov.pe.ca	(902) 836-0433
Bev Francis	Manager	bmfrancis@gov.pe.ca	(902) 836-0457
Stefanie MacQuarrie	Verifier	samacquarrie@gov.pe.ca	(902) 836-0455
Lesley Thompson	Admin Assistant	lxthompson@gov.pe.ca	(902) 836-0439
<i>Supervisors</i>			
Ken Malone	Western Supervisor	kdmalone@gov.pe.ca	(902) 315-0226
Jamie Whalen	Eastern Supervisor	jewhalen@gov.pe.ca	(902) 314-7350
<i>Agricultural Insurance Field Officers</i>			
Anthony Veinot	Insurance Officer	aveinot@gov.pe.ca	(902) 315-2565
Carl Picketts	Insurance Officer	cdpicketts@gov.pe.ca	(902) 315-0227
Chad Smallman	Insurance Officer	cwsmallman@gov.pe.ca	(902) 206-0053
Fred MacPhail	Insurance Officer	jfmacphail@gov.pe.ca	(902) 313-0056
Jamie Shaw	Insurance Officer	rejshaw@gov.pe.ca	(902) 206-0243
Krista Wood	Insurance Officer	kjwood@gov.pe.ca	(902) 315-1117
Michael Walsh	Insurance Officer	mxwalsh@gov.pe.ca	(902) 314-0424
Monique Thérroux	Insurance Officer	mtheroux@gov.pe.ca	(902) 313-0185
Reuel Wood	Insurance Officer	rdwood@gov.pe.ca	(902) 314-2384
Thomas Kirkham	Insurance Officer	tmkirkham@gov.pe.ca	(902) 213-4216
Hillary Hayden	Insurance Officer	hchayden@gov.pe.ca	(902) 439-2990
Suzanne Getson	Insurance Officer	sgetson@gov.pe.ca	(902) 206-1600

AgriInsurance Agreement

Summary of Changes for 2022

- Addition of February 1st deadline for submission of Post Harvest Virus Test Results for seed potatoes to be considered for end use adjustment.
- Removal of Yukon Gold as a potato group. Yukon Gold merges with the Other Yellow group.
- Addition of two weather stations: Mount Hope and Orwell.
- Terminating use of Environment Canada's St.Peter's weather station for Forage and Colour Programs.
- Mount Royal weather station use being included for Forage Program.
- Requirement for submission of production/sales information for non-claim crops insured under the Storage Plan when requested
- Addition of Schedule B "Coverage for Potatoes" outlining coverage for all potatoes and restructuring Plans with criteria and information specific to each plan.
- Milling Wheat combined in Spring Cereals Schedule.
- Edible Soybeans combined in Soybeans Schedule.
- Canola and Specialty Oilseeds combined in Oilseeds Schedule.

Contents

1.	Definitions	7
2.	Purpose	9
3.	Insurable crop group	9
4.	Independent applicant	9
5.	Identification	11
6.	Premium	11
OBLIGATION TO INSURE		11
7.	Acreage	11
PERILS COVERED		12
8.	Perils	12
EXTENT OF COVERAGE		12
9.	Contract period	12
EXCLUDED COVERAGE		13
10.	Exclusions	13
INSURABLE INTEREST AND ASSIGNMENT		14
11.	Insurable interest	14
12.	Assignment	14
APPLICATION AND PREMIUMS FOR PRODUCTION INSURANCE		14
13.	Application for production insurance	14
14.	Premium discount or surcharge	16
YIELD CALCULATIONS AND PRODUCTION REPORTING		17
15.	Production summary	17
16.	Benchmark yields	18
17.	Probable yield	18
FINAL ACREAGE REPORT		20
18.	Final acreage report	20
NOTICE OF LOSS AND PERMISSION TO DESTROY		21
19.	Notice of Loss	21
PROOF OF LOSS		22
20.	Proof of Loss	22
INDEMNITY		23
21.	Indemnity	23
22.	Evaluation of loss	23
23.	Stage I indemnity	24
24.	Stage II period	24
25.	Stage III period	25
PAYMENT OF INDEMNITY		26
26.	Time for payment	26
MISREPRESENTATION		27
27.	Misrepresentation	27
WAIVER OR ALTERATION		27
28.	Alterations	27
APPEAL OF A DECISION		28
29.	Appeal	28

30.	Notice of appeal.....	28
31.	Appeal to Appeal Board	28
SUBROGATION		29
32.	Subrogation.....	29
RECORDS AND ACCESS		30
33.	Right of entry.....	30
34.	Records.....	30
SERVICE		31
35.	Service.....	31
36.	Revocation.....	31
SCHEDULE A - PART 1 – ORGANIC CROPS		32
SCHEDULE A – PART 2 - UNHARVESTED ACREAGE BENEFIT – RIDER OPTION		33
SCHEDULE B – COVERAGE FOR POTATOES		35
SCHEDULE B - PART 1 – POTATO PLAN		40
SCHEDULE B - PART 2 - CREAMER POTATOES		43
SCHEDULE B - PART 3 – ELITE SEED POTATOES		46
SCHEDULE B - PART 4 - WHOLE FARM POTATOES		51
SCHEDULE B - PART 5 – POTATO STORAGE		53
SCHEDULE B - PART 6 - PHYTOSANITARY DISEASE PLAN		58
SCHEDULE B - PART 7 - COLOUR RIDER FOR PROCESSING POTATOES		60
SCHEDULE C - PART 1 - SPRING CEREALS		62
SCHEDULE C - PART 2 – SOYBEANS		66
SCHEDULE C - PART 3 - GRAIN CORN AND SILAGE CORN		69
SCHEDULE C - PART 4 - WINTER CEREAL GRAINS		72
SCHEDULE C - PART 5 – PEDIGREED GRAIN SEED PLAN		75
SCHEDULE C - PART 6 – WHOLE FARM (BASKET OF) CEREAL CROPS		76
SCHEDULE D - PART 1 – OILSEEDS		78
SCHEDULE E - PART 1 - BROCCOLI AND CAULIFLOWER		80
SCHEDULE E - PART 2 - BRUSSEL SPROUTS AND CABBAGE		82
SCHEDULE E - PART 3 - CARROTS (FRESH MARKET)		84
SCHEDULE E - PART 4 - CARROTS (PROCESSING)		87
SCHEDULE E - PART 5 - RUTABAGAS		89
SCHEDULE F - PART 1 – APPLES		92
SCHEDULE F - PART 2 - DRY BEANS		94
SCHEDULE F - PART 3 – PULSE BEANS		96
SCHEDULE F - PART 4 – TOBACCO		98
SCHEDULE F - PART 5 – WINTER PULSE BEANS		100
SCHEDULE G - PART 1 – FORAGE PRODUCTION PLAN		102

AGRICULTURAL INSURANCE ACT

AGRICULTURAL INSURANCE ACT REGULATIONS

CHAPTER A-8.2

Pursuant to section 16 of the *Agricultural Insurance Act* R.S.P.E.I. 1988, Cap. A-8.2, the Board of the Prince Edward Island Agricultural Insurance Corporation, with the approval of the Lieutenant Governor in Council, made the following regulations:

1. Definitions

In these regulations

- (a) “**acreage**” means the land area planted to an insurable crop or insurable crop group, expressed in acres or hectares, and stated on the application form for insurance coverage;
- (b) “**Act**” means the *Agricultural Insurance Act* R.S.P.E.I. 1988, Cap. A-8.2;
- (c) “**Agreement**” means the Production Insurance Agreement consisting of these regulations and Schedules which have been approved by the Board for all insurance plans offered by the Corporation;
- (d) “**Appeal Board**” means the Appeal Board established under section 14 of the t;
- (e) “**benchmark yield**” is the simple average of the preceding five years’ provincial weighted average yield per acre for an insurable crop or is an average calculated by such means as is acceptable to the Board;
- (f) “**Board**” means the Board of Directors of the Corporation;
- (g) “**Corporation**” means the Prince Edward Island Agricultural Insurance Corporation established under section 2 of the Act;
- (h) “**coverage level**” means the percentage of the probable yield of an insurable crop in any risk area or in any farm enterprise that is insured under an insurance scheme and has the same meaning as set out in the Act;
- (i) “**crop year**” means any 12 month period which represents the planting, growing, harvesting and marketing of an insurable crop, as stated in the Schedules;
- (j) “**coverage period**” is that period of time for each insurable crop from the date of the application to the final date for filing a Proof of Loss, as stated in the Schedules;
- (k) “**declared acreage**” means the land area that the insured planted to each insurable crop and those which are declared on the Final Acreage Report for that crop year;
- (l) “**Department**” means the Department of Agriculture and Fisheries;
- (m) “**destruction**” means the disposal of insured crops by any means acceptable to the Corporation so that the crop can no longer be salvaged or marketed;
- (n) “**financial independence**” means, in respect of an applicant or an insured, financial independence as determined in accordance with section 4;
- (o) “**guaranteed yield**” means that yield of an insurable crop which the contract of insurance guarantees and for which an insurance indemnity is available, calculated by obtaining the product of the probable yield per acre and the percentage of coverage available, subject to any adjustments that are allowed by the Corporation;

- (p) **“insured”** means an individual, partnership, or corporation insured under a policy issued by the Corporation;
- (q) **“insured acreage”** means the declared acreage or a portion of the declared acreage, subject to any adjustments that are allowed and determined by the Corporation as the portion to be insured;
- (r) **“insurance plan”** means a set of insurance features for a crop under an insurance scheme and has the same meaning as set out in the t and contains details that are set out in the Schedules;
- (s) **“insured value”** means the maximum value of an insurable crop for which an indemnity can be paid, as established for insurance purposes and stated on a per unit, insurable crop or plan basis;
- (t) **“loss ratio”** means the ratio between the total indemnity paid to an insured for an insurable crop group during a preceding time period, and the total premiums collected from the insured and the Government of Canada and the Government of Prince Edward Island on the same insurable crop group and for the same time period;
- (u) **“non-arm’s length relationship”** means a working relationship between
 - (i) spouses, including common-law spouses,
 - (ii) a grandparent or parent and child (including step-parents and step-children),
 - (iii) siblings (including step-siblings),
 - (iv) a person and his or her brother-in-law or sister-in-law,
 - (v) a partnership and its partners, or
 - (vi) a corporation and its shareholders;
- (v) **“operational dependence”** means, in respect of an applicant or an insured, operational dependence as determined in accordance with section 4;
- (w) **“optional coverage”** means the level of coverage, the unit price or any other option offered for each insurable crop and chosen by the insured to apply in his or her insurance policy;
- (x) **“performance index”** for an insured, with respect to an insurable crop group, means the ratio between an insured’s actual yield for a crop group and the provincial average yield for the same crop group;
- (y) **“policy”** means a contract for production insurance coverage issued to the insured by the Corporation, and includes
 - (i) the completed application form,
 - (ii) a signed insurance agreement or contract of insurance,
 - (iii) the final acreage report of the insured,
 - (iv) these regulations,
 - (v) the Schedules,
 - (vi) the statement of account, and
 - (vii) any amendment to any document referred to in subclause (i), (ii), (iii), or (vi), and agreed to in writing by the Corporation and the insured;
- (z) **“premium”** means the cost to insure an insurable crop or insurance plan that is established using the insured value, the premium rates approved by the Board and those adjustments that are included and expressed on a per unit, insurable crop or plan basis;
- (aa) **“probable yield”** means the insured’s weighted average production to count for each insurable crop, as determined under section 15 or by such means that the Board considers appropriate;

- (bb) **“production”** means the total units of an insurable crop produced from acreage declared and reported by the insured in the final acreage report for each crop year;
- (cc) **“production to count”** means the yield of a crop calculated by adding all crop sales and inventory from all insured acres and then adjusting this gross production based on the crop’s intended or best use, by removing that portion of the yield affected by insured perils occurring before the harvest deadline and non-insured perils, as determined by the Corporation;
- (dd) **“rider”** means any rider issued by the Corporation and forming part of the policy;
- (ee) **“Schedules”** mean documents approved by the Board containing the specific descriptions, terms and conditions for each insurable crop, insurable crop group or plan and listed as part of the Production Insurance Agreement;
- (ff) **“unit price”** means the maximum price per unit of the insurable crop or any product thereof, as established by the Board and approved by Agriculture and Agri-Food Canada by means of their Unit Price Test;
- (gg) **“weighted average yield”** means the average yield, as determined for an insurable crop or insurable crop group, by calculating the ratio of total production to count to the total planted acres for a given period of time. (EC299/08; 666/09; 139/17)

2. Purpose

The purpose of a production insurance program is to provide insurance coverage for insurable crops against production and other losses, as described in the Schedules, resulting from one or more of the insurable perils listed in section 8. (EC299/08)

3. Insurable crop group

- (1) An insurable crop group is a group of insurable crops for which premium discounts or surcharges and performance indexes are calculated and applied.

Insurable crop

- (2) An insurable crop is those crops, varieties or groups of crops that have been approved for insurance coverage by the Board and for which Schedules have been prepared and approved.

Acres of insurable crop group

- (3) All acres of an insurable crop group, as identified in section 7, must be offered for insurance coverage in order to have a valid contract of insurance.

Coverage

- (4) Those insurable crops identified in the Schedules are eligible for coverage under an individual insurance contract. (EC299/08)

4. Independent applicant

- (1) For the purposes of the production insurance program, an applicant for a contract of insurance, or an insured, shall be financially and operationally independent of all other farm businesses growing the same insurable crop or insurable crop group.

Documents to prove financial independence

- (2) Before separate insurance contracts can be issued for a farm operation with multiple partners or owners, or before insurable crops or insurable crop groups on a farm unit can

be split, the applicant or the insured shall provide documents to prove financial independence, as specified in subsection (2.1).

Criteria for determination

- (2.1) The financial independence of an applicant or an insured shall be determined by the Corporation based on whether the documents provided by the applicant or insured show that the applicant's or insured's available resources to finance the crop to be insured are sufficient to enable the applicant or insured to manage and sell the crop and to pay the operating expenses incurred to grow the crop, evaluated in accordance with the following criteria:
- (a) operating credit sufficient to produce the insured crop;
 - (b) a farm income and expense statement that applies to the insured crop in the form of tax returns that pertain to that crop;
 - (c) invoices for inputs purchased to grow the insured crop;
 - (d) a bill of sale for the crop insured;
 - (e) a valid HST rebate tax number.

Not financially independent

- (3) If an applicant or an insured fails to meet the criteria for financial independence specified in subsection (2.1), and the person with whom the applicant is financially dependent is also an applicant or an insured,
- (a) the Corporation
 - (i) shall combine the applicant's application with the application of the other applicant with whom the applicant is financially dependent and consider them as a single application, or
 - (ii) shall deem the insured and the other insured with whom the insured is financially dependent to be one insured; and
 - (b) section 7 applies to the contract of insurance as if the insureds were one insured.

Deemed to be one insured

- (4) If, at any time, an insured who claims to be financially independent of another insured is found by the Corporation not to be financially independent of the other insured, the Corporation shall deem the insureds to be one insured, including the application of section 7, for the crop year and for any subsequent crop years for which the insureds apply for crop insurance.

Eligibility

- (5) Where applications for contracts of insurance are made by corporations and partnerships the financial independence of the shareholders or partners from other farm businesses growing the same insurable crop shall be considered by the Corporation as factors in deciding eligibility.

Determination of operational dependence

- (5.1) The operational dependence of an applicant shall be determined by the Corporation with regard to whether the applicant or insured does not own or lease sufficient equipment to plant, grow and harvest a crop but depends on custom work or other services to the extent that the applicant's or insured's management control of the crop is affected.

Operational dependence

- (6) If an applicant
- (a) is operationally dependent on another insured; and
 - (b) has a non-arm's length relationship with that insured,

the records of the Corporation relating to both the applicant and the other insured may be used to determine the probable yield and the performance index for purposes of setting coverage levels and to determine the premium discount or surcharges and, where such a relationship exists, that person and the other insured will be deemed to be operationally dependent. (EC299/08; 139/17)

5. Identification

- (1) All fields of all insurable crops and all varieties of insurable crops grown on each field shall be properly identified and declared to the Corporation.

Idem

- (2) The fields referred to in subsection (1) shall be subject to measurement by the Corporation. (EC299/08)

6. Premium

The premium prescribed under any production insurance agreements shall be reduced by such payments as may be made by the Government of Canada under the *Farm Income Protection Act* (Canada) and by the Government of Prince Edward Island. (EC299/08)

OBLIGATION TO INSURE

7. Acreage

The insured shall offer for production insurance all acreage of crops identified under an insurable crop group or insurance plan that are grown by the insured on land owned or used by the insured in the province, and the policy shall apply to the entire group of crops as defined in the following:

- (a) all types and varieties of potatoes;
- (b) all spring cereal grains, soybeans and milling wheat;
- (c) all types and varieties of edible beans;
- (d) tobacco;
- (e) all broccoli and cauliflower;
- (f) rutabagas;
- (g) all winter cereal grains;
- (h) grain corn and silage corn;
- (i) all Brussels sprouts and cabbage;
- (j) all apples;
- (k) all apple trees;
- (l) blueberries;
- (m) all processing carrots;
- (n) strawberries;
- (o) forage;
- (p) specialty oilseeds;
- (q) all grape vines;
- (r) all grapes;
- (s) all pulse beans;
- (t) any other crop, varieties or group of crops identified in the Schedules approved by the Board. (EC299/08; 139/17)

PERILS COVERED

8. Perils

- (1) Subject to the terms and conditions thereof, a production insurance agreement covers a production loss during the crop year caused by one or more of the following designated perils which pertain to that insurable crop, insurable crop group or plan:
- (a) insect infestation and plant disease;
 - (b) hail;
 - (c) frost;
 - (d) drought;
 - (e) excessive moisture;
 - (f) wind;
 - (g) damage from wildlife;
 - (h) any other unavoidable loss due to adverse weather conditions beyond the control of the insured.

Exclusions, control programs

- (2) Notwithstanding clause 1(a), a production insurance agreement does not insure against a loss resulting from
- (a) insect infestation or plant disease unless the insured person establishes that he or she followed a control program acceptable to the Department and the Corporation; or
 - (b) plant disease where compensation is provided from another source, as outlined in section 32. *(EC299/08)*

EXTENT OF COVERAGE

9. Contract period

- (1) Subject to the Act and these regulations, a production insurance agreement is valid from the date those conditions outlined in clause 1(y) are met until the date identified in the Schedules for submitting a Proof of Loss, unless an additional period of coverage is approved, in writing, by the Corporation.

Harvested crops

- (2) All insurable crops harvested up to and including the final date for harvesting will be insured for losses from those designated perils listed in subsection 8(1).

Extended coverage

- (3) Those crops for which extended coverage is prescribed and permitted will be insured for losses from a designated peril from the prescribed final date for harvesting to the final date for filing a Proof of Loss, or as otherwise stated in the Schedules for each insurable crop.

Obligation to harvest

- (4) The insured shall harvest all insurable crops, unless written permission is received from the Corporation to do otherwise.

Unharvested crop

- (5) Where the harvesting of the insurable crop cannot be completed on the date prescribed in the Schedules, the insured shall notify the Corporation and the Corporation shall

determine the production from the unharvested acreage, using harvested production, samples or any other method acceptable to the Corporation, and any losses occurring to the unharvested crop after the final date for harvesting will not be covered under the production insurance agreement.

Time for harvesting

- (6) Where the Corporation determines that harvesting was prevented by one or more of the perils insured against, the Corporation may extend the time for harvesting for such period as it considers necessary.

Non-yield based programs

- (7) For non-yield based programs or plans included in the coverage period, losses and indemnity payments shall be those as set out in the Schedules. (EC299/08;139/17)

EXCLUDED COVERAGE

10. Exclusions

- (1) A production insurance agreement does not insure against, and no indemnity shall be paid in respect of, a loss in production of an insurable crop resulting from
- (a) the negligence, misconduct, or poor farming practices of the insured or of agents or employees of the insured;
 - (b) a peril other than the perils designated in subsection 8(1);
 - (c) crops contaminated with diseases or conditions considered unacceptable by the insurer that existed prior to the date of application for insurance coverage;
 - (d) failure to meet minimum acceptable seed standards specified in the Schedules for that insurable crop;
 - (e) the use of poor quality or diseased seed which does not meet the minimal acceptable seed standards as specified in the Schedules for each insurable crop;
 - (f) a shortage of labour or machinery;
 - (f.1) a lack of adequate machinery capable of completing all the tasks required for the insured crop from planting to harvest within the applicable deadlines;
 - (g) insurable crops planted after the final planting date, as set out in the Schedules for each insurable crop;
 - (h) insurable crops harvested after the final date for harvest, as set out in the Schedules for each insurable crop;
 - (i) insect infestation or plant disease, unless the insured established, to the satisfaction of the Corporation, that measures recommended by the Department for control of such infestations or diseases were performed;
 - (j) the use of any variety of crop that is not registered by the Canadian Food Inspection Agency for use in Atlantic Canada or otherwise specifically approved by the Corporation;
 - (k) mechanical damage that cannot be linked to a specific peril, or mechanical damage that is a result of rough or abusive handling;
 - (l) excessive miss due to faulty planting equipment; and
 - (m) losses to unharvested production that occur after the final harvest deadline or to production in storage after the final date for filing a Proof of Loss.

Notice of Loss

- (2) Subject to section 19, the insured must notify the Corporation of any problems with an insured crop by completing a Notice of Loss and the insured must receive written

permission from the Corporation before any insured acres or harvested or stored production can be destroyed.

Elimination of coverage

- (3) Failure by an insured to notify the Corporation of the insured's
- (a) intent to destroy or destruction of an insured crop prior to receiving permission from the Corporation to destroy the crop; or
 - (b) destroying the crop before the Corporation has verified the crop, including the losses and the perils associated thereto,
- shall eliminate all insurance coverage on that portion of the crop.

Contravention of certain Acts

- (4) A production insurance agreement does not insure against, and no indemnity shall be paid in respect of, a loss in production of an insurable crop from any planted acreage that is subject to the production insurance agreement and in respect of which the insured, during the term of the production insurance agreement, contravenes a provision of
- (a) the *Environmental Protection Act* or its regulations;
 - (b) the *Pesticides Control Act* or its regulations; or
 - (c) the *Agricultural Crop Rotation Act* or its regulations. (EC299/08; 139/17)

INSURABLE INTEREST AND ASSIGNMENT

11. Insurable interest

Notwithstanding that a person other than the insured holds an interest of any kind in an insurable crop,

- (a) the interest of the insured in the insurable crop is deemed to be the insured value of the crop; and
- (b) subject to section 12, no indemnity shall be paid to any person other than the insured. (EC299/08)

12. Assignment

The insured may assign all or part of the insured's right to indemnity under a production insurance agreement in respect of the insurable crop, but an assignment is not binding on the Corporation and no payment of indemnity shall be made to an assignee, unless

- (a) the assignment is made on a form acceptable to the Corporation; and
- (b) the Corporation gives its consent to the assignment in writing. (EC299/08)

APPLICATION AND PREMIUMS FOR PRODUCTION INSURANCE

13. Application for production insurance

- (1) An application for production insurance shall be accepted, and a production insurance agreement shall be entered into and signed by the Corporation and the insured, if:
- (a) the Corporation receives a signed application before the application deadline for each program;
 - (b) the required deposit accompanies the application;
 - (c) the Corporation receives a copy of the signed agreement;

- (d) after initial review, the application appears to meet all regulations stated in the Agreement.

Application documents

- (2) A Final Acreage Report shall form part of the application for the Forage Program.

Idem

- (3) A signed copy of the Agreement must be received by the Corporation no later than the deadline as stated in the Schedules in order for a valid contract of insurance to exist.

Deposit, condition

- (4) An application shall not be accepted unless
 - (a) it is accompanied by a deposit of 15% of the estimated premium; and
 - (b) all premiums and interest owing on insured crops from any previous year have been paid in full.

Total premium

- (5) The total premium shall be calculated by applying Board approved premium rates to the insured value of each insurable crop, subject to adjustments, pursuant to section 14, 15, 16, 17 or 18 of these regulations.

Insured's premium

- (6) The insured's premium cost is calculated by applying the insured's share of total premiums to the total premium costs.

Idem

- (7) The insured's share of premiums may be adjusted by Provincial Government incentives, subject to the insured's eligibility, as established by the Corporation.

Deposit

- (8) The deposit, required with the application, is calculated by applying the deposit requirement stated in subsection (4) to the insured's share of total premiums, calculated at the time the application is prepared.

Idem

- (9) Failure to provide the required deposit by the application deadline shall result in cancellation of the Agreement.

NSF

- (10) NSF (Non Sufficient Funds) bank charges of \$40 shall be charged to the insured when NSF checks are submitted as payment of the required deposit or premiums.

Date premium balance due

- (11) The remainder of the premium owing, after the deposit has been paid, is due and payable by the date stated in the Schedules for each insurable crop or plan to which the production insurance agreement applies.

Interest on premium balance outstanding

- (12) Interest, at a rate determined by the Board, shall be calculated and applied to the premium balance at the end of the month following the premium payment due date as stated in the Schedules for each insurable crop and interest charges shall be applied on the outstanding balance at the end of any subsequent month, until the premium balance and interest charges have been paid by the insured.

Early payment discount

- (13) The Corporation shall provide discounts for the early payment of premiums above the required deposit, and these discounts shall be applied as follows:
- (a) only the insured's share of premiums identified on the application form shall be eligible for the early payment discount;
 - (b) a discount rate shall be set by the Board for premium payments received before June 1st of the crop year and a separate discount rate shall be set by the Board for premium payments received within 30 days of June 1st of the crop year.

Idem

- (14) The discount shall only apply to that portion of the outstanding premiums, above the required deposit, that are received by the deadlines identified in subsection (13).

Termination

- (15) The insured has 30 days after the application deadline to reconsider the policy and if an insured chooses to terminate the policy, a written request must be received by the Corporation prior to the expiry of the 30-day period, and on receipt of the written request, the production insurance will be cancelled and any deposit paid for the insurance will be forfeited to the Corporation.

Premiums

- (16) Premiums or any other moneys due to the Corporation shall be deducted from any indemnity payment made, after the due date for payment of the premiums. (EC299/08; 139/17)

14. Premium discount or surcharge

- (1) The Corporation shall apply a premium discount or a premium surcharge to an insured's total premium costs for each insurable crop group, identified in section 7, based on the insured's relative loss ratio (RLR) for that insurable crop group.

Relative loss ratio

- (2) The relative loss ratio (RLR) used to establish the discount or surcharge is the ratio between an insured's loss ratio for an insurable crop group and the loss ratio for the province as a whole for the same insurable crop group over the same period of time.

Calculation

- (3) The loss ratio discount or surcharge will be calculated as follows:
- (a) for insureds with a loss ratio based on fewer than five years of insurance history, the discount or surcharge percentage will be equal to

$$(\text{RLR} - 1) \times N \times .1$$

(where N = number of years insured);

Discount and surcharges shall be capped at 10% per year, for the first five years;

- (b) for insureds with a loss ratio based on five or more years of insurance history, the discount or surcharge percentage will be equal to

$$(\text{RLR} - 1) \times 5 \times .1;$$

Idem

- (4) In the calculations described in subsection (3), a result less than zero represents a discount from the base premium rate, and a result greater than zero represents a surcharge on the base premium rate.

Maximum discounts or surcharge

- (5) In no case may the discount or surcharge calculated under subsection (3) exceed
- (a) 10% of the base premium amount, in the case of an insured with a loss ratio based on one year of insurance history;
 - (b) 20% of the base premium amount, in the case of an insured with a loss ratio based on two years of insurance history;
 - (c) 30% of the base premium amount, in the case of an insured with a loss ratio based on three years of insurance history;
 - (d) 40% of the base premium amount, in the case of an insured with a loss ratio based on four years of insurance history; or
 - (e) 50% of the base premium amount, in the case of an insured with a loss ratio based on five or more years of insurance history. (EC299/08)

YIELD CALCULATIONS AND PRODUCTION REPORTING

15. Production summary

- (1) The insured shall complete and file with the Corporation a production summary
- (a) at the end of harvest and no later than the final date for filing a Proof of Loss, as stated in the Schedules for each insurable crop or plan; and
 - (b) that states the total units produced and a production to count for each insurable crop or variety, as stated on the final acreage report.

Idem

- (2) The Corporation has the right to check and verify production summary information submitted by the insured.

Idem

- (3) If the insured is not in compliance with subsection (1), the Corporation or an agent of the Corporation shall provide to the insured and to the Corporation a production summary for each insured crop or variety grown by an insured client by the final date for filing a Proof of Loss, as stated in the Schedules for each insurable crop or plan.

Idem

- (4) The insured may meet the obligations of clause 15(1)(a) by signing the production summary prepared by the Corporation or an agent of the Corporation as stated in clause 15(1)(b).

Idem

- (5) The insured's signature on the production summary prepared by the Corporation or an agent of the Corporation shall indicate acceptance
- (a) of the total units produced and the production to count established for each insurable crop, variety, insurable crop group or plan, as stated therein; and
 - (b) of the final production to count to be used by the Corporation to determine indemnity payments.

Idem

- (6) The Corporation reserves the right to adjust the final production to count declared by the insured or an agent of the Corporation for insurable and non-insurable perils in order to establish a final production to count. (EC299/08; 139/17)

16. Benchmark yields

The Corporation shall establish benchmark yields for each insurable crop or variety on an annual basis. (EC299/08)

17. Probable yield

- (1) A probable yield shall be calculated for each insurable crop or variety annually, and this yield shall be a weighted average of the insured's own production to count for that insurable crop or variety during the most recent ten-year period.

Idem

- (2) For the purposes of a probable yield calculation,
Probable Yield = total production to count for all years insured / total acres grown for all years insured.

Probable yield with no history

- (3) Where no insured's data is available during the most recent ten-year period, a provincial benchmark yield for the insurable crop will be used to establish the insured's probable yield and
- (a) if no insured's data is available on any insurable crop within the insurable crop group, as specified in section 7, the insured's probable yield is equal to the benchmark for the insurable crop;
 - (b) if the insured's data is available on any insurable crop group, the Corporation may adjust the benchmark if the insured's performance index from another crop group or groups if, in the opinion of the Corporation
 - (i) the new crop group has similar cultural practices and management requirements as an existing insurable crop groups and an adjustment is deemed warranted,
 - (ii) a new crop is deemed to be grown to manipulate the production insurance program, or
 - (iii) past performance in other insurable crop groups shows a trend that would warrant an adjustment.

Performance index calculation

- (4) A performance index is calculated for each insured using the following process
- (a) a ratio is calculated each year for each insured crop by comparing the actual yield for that crop to the provincial average for the same crop of the same year;
 - (b) a ratio for each crop group is calculated by adding the ratio's for each crop within a crop group and dividing by the number of crops within the crop group that were grown that year;
 - (c) the performance index is calculated by adding all the yearly ratio's for each crop group and dividing by the number of years insured, up to a maximum of 10 years; and
 - (d) a 15% sleeve, for an index below or above 100%, is allowed before any adjustment is made to the probable yield, for new crops.

Historical production data

- (5) Any insured or those wishing to insure may provide historical production data and these production figures may be entered into the insured's production history and used in the probable yield calculations if:
- (a) all yield information for all crops grown in the years to be supplied are included in the data;

- (b) the yield and acreage information is verified to the satisfaction of the Corporation;
- (c) the yield history provided is for consecutive years dating back from the present crop year.

Probable yield calculation

- (6) Where fewer than five years of production to count data is available for an insurable crop, the probable yield calculation will be supplemented with a provincial benchmark yield, that being, $(\text{Benchmark yield} + [N \times \text{weighted average yield}]) / (N + 1)$, where N is the number of years for which an insured's production to count records and supplied data records are available, and the weighted average yield for the same insurable crops is the ratio of total production to count to the total planted acres during the years for which production to count and supplied data records are available.

Trend adjustment factor

- (7) Where industry yields increase over time resulting from improvements in technology, a trend adjustment factor may be added to the calculated probable yield, but any trend adjustment will not apply until after the probable yield calculation includes ten years of insured production to count data.

Coverage levels

- (8) Coverage levels for each insurable crop, insurable crop group or plan shall be agreed to by the Corporation, Agriculture and Agri-Food Canada, and shall be approved by the Board.

Idem

- (9) Coverage levels selected by the insured shall be applied to the probable yield for each insurable crop to determine the guaranteed yield and for non-yield based plans the coverage level shall be applied to the unit value to establish an insured value for each insurable unit.

Idem

- (10) Coverage levels greater than 70% may only be offered for new insurable crops or plans if they receive approval from Agriculture, Agri-Food Canada and the Board prior to being offered.

Idem

- (11) Coverage levels up to 80% may be offered to those established insurable crops or plans with fully loaded premium rates which are calculated to be greater than 9%

Idem

- (12) Coverage levels up to 90% may be offered to those established insurable crops or plans with fully loaded premium rates which are calculated to be less than 9%.

Guaranteed yield

- (13) Guaranteed yield for each insurable crop or plan shall be the product of the insured's probable yield for each insurable crop or plan, the coverage level selected by the insured, expressed as a percentage, and the acres insured under a contract of insurance, expressed on a per unit, insurable crop or plan basis.

Adjustment for late planted acres

- (14) The guaranteed yield shall be adjusted on any acres of an insurable crop planted after the prescribed final planting date, as stated in the Schedules.

Reduction, guaranteed yield

- (15) The Corporation shall reduce the guaranteed yield on all acres planted after the final planting deadline by 1% for each day the acreage was planted after that date, subject to subsection (16).

Ineligible acreage

- (16) Final planting dates are those dates listed in the Schedules and any acreage of a crop planted later than fifteen days after the final planting date is not eligible for insurance and shall be removed from the insurance contract.

Exception

- (17) The fifteen-day period specified in subsection (16) does not apply to acres insured in the elite seed potato plan. *(EC299/08; 139/17)*

FINAL ACREAGE REPORT

18. Final acreage report

- (1) The insured shall complete and file with the Corporation, no later than on the date prescribed in the Schedules, a final acreage report and this report shall state the insured's final declaration of planted acres for each insurable crop or variety, subject to section 3, and any other information as the Corporation may require.

Forage Program exemption

- (2) With respect to the Forage Program, the final acreage reports shall form part of the application and shall be filed by the application deadline.

Potato Storage Plan exemption

- (3) With respect to the Potato Storage Plan, a final inventory report shall be filed within 20 days of the final date for filing a Proof of Loss for potatoes.

Service charge for late filing

- (4) A service charge shall be charged for the late filing of the final acreage report and for those deadlines referred to in subsections (2) and (3), the service charge shall be based on a late fee of \$10 plus \$2 for each day the report is overdue.

Adjustments

- (5) Where the acres listed on the application form are less than or greater than the acres declared on the final acreage report, the guaranteed production will be adjusted to reflect the acres declared on the final acreage report and a new statement of account will be issued to reflect the changes in guaranteed yield and premium charges.

Final insured acres for Forage

- (6) Acres listed on the Forage Program final acreage report shall be considered as the final insured acres unless they are adjusted by the Corporation.

Verification

- (7) The Corporation reserves the right to check or measure, by any means acceptable to the Corporation, any or all acres which have been offered for insurance in order to verify the final insured acreage.

Adjustment

- (8) The Corporation reserves the right to adjust the final insured acreage based on subsection (7) and to adjust the guaranteed yield and premiums for the insurable crop.

Cultural practices

- (9) The insured shall produce and harvest the insurable crop following cultural practices recommended by the Department or listed in the most recent version of the “Atlantic Provinces Crop Guide”. (EC299/08)

NOTICE OF LOSS AND PERMISSION TO DESTROY**19. Notice of Loss**

- (1) Where any loss or damage to an insurable crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured shall notify the Corporation, in writing, within five days of such time.

Idem

- (2) The notice can be filed on a Notice of Loss form provided by the Corporation or by any other means considered acceptable by the Corporation.

Inspection

- (3) Upon receipt of such Notice of Loss the Corporation shall respond with an inspection of the insured fields or inventory in order to verify the extent of the losses or damage and to evaluate the losses with respect to all insurable and non-insurable perils;

Abandonment, etc. of damaged crop

- (4) Where loss or damage to an insurable crop results from one or more of the perils insured against or from non-insurable perils, and the insured intends to abandon or destroy the insured crop, to *re*-seed or to use the seeded acreage for another purpose (Stage I), to abandon or destroy the insured crop prior to harvest (Stage II), or to destroy production after harvest (Stage III), the insured shall notify the Corporation in writing of such intention and shall take no further action without the written consent of the Corporation.

Duties of Corporation

- (5) The Corporation shall, within three working days:
- (a) respond with an inspection of the insured fields or inventory in order to verify the losses or damage to an insurable crop from one or more of the perils insured against or from non-insurable perils;
 - (b) provide a written decision to the insured which identifies the insurable and non-insurable losses and the perils associated therein;
 - (c) provide written consent to abandon or destroy an insurable crop.

Consent to abandon or destroy

- (6) Written consent to abandon or destroy an insurable crop can be given by the Corporation or an agent of the Corporation by completing a Permission to Destroy form provided by the Corporation.

Notice to destroy

- (7) After receiving a Permission to Destroy form, the insured shall notify the Corporation of the time and date when the insured’s crops are to be destroyed and shall allow an agent of the Corporation access to the abandoned acres or inventory in order to monitor the destruction.

Elimination of coverage

- (8) Failure to notify the Corporation of the time and date when the insured crops are to be destroyed shall eliminate coverage on that portion of the insured crop.

Payment

- (9) All crops and inventory identified in the Permission to Destroy form shall be destroyed before an indemnity is paid.

Offsetting

- (10) Payment of an indemnity for destroyed acres or inventory will not be made until a final production to count has been established for all varieties of the insurable crop and all offsetting adjustments have been applied, except for those potato acres identified and insured under Schedule F, Unharvested Potato Acreage Benefit Plan.

Salvage

- (11) If any portion of the acres or inventory identified for destruction are salvaged or sold, the insured shall declare to the Corporation such salvage or sale and a final production to count shall be prepared before an indemnity is paid.

Failure to declare

- (12) Failure to declare any salvage or sale from acres or inventory identified for destruction shall be considered fraud and shall subject the insured to those conditions outlined in section 27.

Inspection after notice

- (13) Where loss or damage to an insurable crop results from one or more of the perils insured against and it appears to the insured that the potential production of the insurable crop will be less than the total guaranteed production, the insured shall notify the Corporation, in writing, within such time prior to the harvesting of the insurable crop that will enable the Corporation to make a pre-harvest inspection of the insurable crop.

Notice where production is less than guaranteed production

- (14) Notwithstanding any notice given by the insured under this section, where, on completion of harvesting of an insurable crop, the actual production or production to count of the insurable crop appears to be less than the total guaranteed production, the insured shall notify the Corporation immediately.

No indemnity for loss after the deadline

- (15) Where the insured has failed to notify the Corporation of any loss by the date for filing a Proof of Loss, whether the failure to notify is to the prejudice of the Corporation and whether the loss is apparent by that date, no indemnity shall be payable and no premium shall be refunded.

Forage Program exemption

- (16) The insured is not required to file a Notice of Loss for the Forage Program and the Corporation shall determine losses and establish indemnity payments from weather data collected and as outlined in the Schedules. (EC299/08)

PROOF OF LOSS

20. Proof of Loss

- (1) A claim for an indemnity in respect of an insurable crop shall be made on a Proof of Loss form provided by the Corporation or by any other means considered acceptable by the Corporation, and, unless the Corporation gives written permission to delay filing, a Proof of Loss shall be filed with the Corporation by the final date for filing a Proof of Loss.

Forage exemption

- (2) Notwithstanding subsection (1), the insured shall not be required to file a Proof of Loss form for Stage II and Stage III losses for insurable crops enrolled in the Forage program.

Claim for indemnity

- (3) Subject to subsection (4), a claim for indemnity shall be made by the insured.

Idem

- (4) A claim for indemnity may be made
- (a) in the case of the absence or inability of the insured, by the agent of the insured;
or
 - (b) in the case of the absence or inability of the insured or the failure or refusal of the insured to do so, by an assignee under an assignment made in accordance with section 12. *(EC299/08)*

INDEMNITY

21. Indemnity

- (1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed in these regulations for the insured crop or variety.

Appraisal

- (2) The Corporation may cause the production of an insured crop to be appraised according to guidelines outlined in the Schedules or by any method that it considers proper.

Each crop determined separately

- (3) The loss in respect of an insured crop and the amount of indemnity payable shall be determined separately for each variety or insured crop.

Combined

- (4) With respect to insurable groups, plans or under the whole farm options, individual crop indemnity calculations may be combined to determine the final indemnity for the insurable crop.

Conditions

- (5) No indemnity shall be paid for a loss in respect of an insured crop unless the insured establishes to the satisfaction of the Corporation that
- (a) the actual production to count obtained from the insured crop for the crop year is less than the guaranteed yield;
 - (b) the loss resulted directly from one or more of the perils set out in subsection 8(1), for that crop or variety; and
 - (c) the insured discovered and reported the loss, as required under section 19. *(EC299/08)*

22. Evaluation of loss

- (1) For the purposes of determining the loss of production in a yield-based program during a crop year and the indemnity payable, the insured value of the crop shall progress through the steps described in sections 23, 24 and 25.

Idem

- (2) For non-yield based programs, the losses shall be calculated as described in the Schedules.

Mitigation

- (3) The insured shall use all reasonable procedures available in order to mitigate losses in all stages of crop production and marketing.

Limitation of liability

- (4) The Corporation may limit its liability, at any stage of crop production if it determines that the loss has been established and that extending the management of the crop will only increase the losses.

Maximum liability

- (5) A Production Summary stating a production to count prepared and signed by the insured or assigned by the Corporation at the end of the coverage period shall establish the losses and liability, unless written permission is granted by the Board to extend the adjustment period. (EC299/08)

23. Stage I indemnity

- (1) A Stage I indemnity shall apply from the time of the application or planting of the insurable crop, whichever is later and shall extend for the period as set out in the Schedules and the amount of the indemnity shall be based on the prescribed percentage of the insured value as set out in the Schedules.

Stage I claim

- (2) With the exception of tobacco and subject to subsection (1), where a loss or damage occurs to the insurable crop from one or more of the perils covered under the policy and the Corporation permits a Stage I claim, in writing, the production insurance on the affected acreage shall be deemed to be cancelled, and the insurable crop on that portion of acreage shall be destroyed.

Replanting

- (3) Where a crop that is eligible for production insurance is replanted, it must be reinsured, subject to adjustments and the obligation in section 3 to insure all acreage.

Tobacco

- (4) With respect to tobacco, a Stage I claim may occur where there is more than 50% frost damage and insurance will continue on the affected acres when replanted throughout Stage II and Stage III. (EC299/08)

24. Stage II period

- (1) A Stage II period applies to unharvested acres and starts immediately after completion of Stage I and ends at harvest.

Maximum insured value

- (2) Where a loss or damage occurs to the insurable crop from one or more of the perils covered under the policy and the Corporation permits a Stage II claim, in writing, the production on the affected acreage shall be deemed to be zero, the insurable crop on that portion of acreage shall be destroyed and the loss, if not offset by Stage III production, shall be paid at the rate established for Stage II losses.

Destruction

- (3) Gross production from all Stage II acres must be destroyed prior to processing the Stage II claim unless written permission to do otherwise is received from the Corporation.

Indemnity rate

- (4) Where loss or damage occurs in Stage II, the Corporation shall establish an indemnity rate by using a sliding scale ratio, based on the number of days a crop has been growing compared to the total number of days to maturity for that same crop and applying this ratio to the insured value range for Stage II losses, as stated in the Schedules for each crop.

Minimum Size

- (5) In order for an area to be considered for a Stage II indemnity, the area affected and destroyed shall be one continuous area or block and shall be at least 0.5 acre in size.

Indemnity-marketable salvage

- (6) Where loss or damage occurs in Stage II and the insured concludes that part or all of the crop is salvageable and marketable, the indemnity will be paid at the Stage III level as prescribed in section 25, provided the insured harvests the affected acres, stores the harvested crop in acceptable storage facilities for a minimum of three weeks, and submits proof that buyers have been contacted and have rejected the crop.

Loss of apple trees

- (7) Where loss or damage in respect of insurable apple trees occurs in Stage II due to an insured peril, the Corporation will provide an indemnity at the insured value for the lost or damaged trees, less a deductible equal to 3% of the number of insurable apple trees after the trees have been removed.

Time of payment and offsetting

- (8) Indemnity payments for all Stage II claims will be withheld until it is determined that the loss is offset by possible excess yield in the remaining Stage III acreage, but if a Stage III loss is evident or the Stage II claim represents a large percentage of the total acreage, the Corporation may decide to pay a portion of the Stage II indemnity when the Proof of Loss is completed.

No offsetting

- (9) The Corporation will pay a Stage II claim without offset by excess yield from remaining Stage III acres where
- (a) coverage is provided in the potato plan for late blight; and
 - (b) coverage is provided for potatoes under Schedule F – Unharvested Potato Acreage Benefit.

Idem

- (10) Final production to count must be determined before a Stage II claim can be completed, with the exception of Stage II acres, as outlined in subsection (9). (*EC299/08; 139/17*)

25. Stage III period

- (1) A Stage III period applies to claims on harvested acres, and in cases where weather conditions within an area or district are such that the majority of the crop cannot be harvested, the Board may extend the final date for harvesting within any given area or district.

Final indemnity

- (2) For all yield based plans, a final indemnity under Stage III occurs where the production to count is less than the guaranteed yield for that crop or variety, and shall be calculated by multiplying the difference between the guaranteed yield and the production to count by the unit price.

Indemnity non-yield based

- (3) For non-yield based programs, the Stage III indemnity shall be calculated, as set out in the Schedules for each insurable crop.

Determination

- (4) With respect to tobacco crops, the production to count and guaranteed production shall include all acres insured, but for all other insurable crops, the production to count and guaranteed yield shall include all acreage, except acreage included in Stage I.

Storage

- (5) The insured shall store all insurable crops or varieties that have been harvested separate from each other, and shall keep these insurable crops or varieties separate from other crops produced by the insured or by other farm businesses growing the same crop, so that the Corporation can measure production to count and adjust a loss.

Indemnity

- (6) No indemnity shall be payable for an insurable crop stored in contravention of subsection (5).

Obligation to destroy

- (7) Gross production from all Stage III acres that have been written off by the Corporation shall be destroyed prior to processing a Stage III claim, unless written permission to do otherwise is received from the Corporation. *(EC299/08)*

PAYMENT OF INDEMNITY

26. Time for payment

- (1) Except as otherwise provided in the endorsement for an insurable crop, an offer of indemnity under a production insurance agreement shall be made by the end of the crop year in which the loss or damage was sustained.

Idem

- (2) The Corporation may pay, in part or in full, an indemnity under a production insurance agreement before the date on which it is due.

Monies owed

- (3) The Corporation reserves the right to deduct all monies owed to the Corporation from an indemnity before payment is issued to the insured.

Total payments

- (4) Total indemnity payments shall never exceed 100% of the insured value of the crop. *(EC299/08)*

MISREPRESENTATION

27. Misrepresentation

- (1) Where, in respect of an insurable crop, the insured:
- (a) wilfully makes a false statement or provides documents that wrongfully state the financial or operational independence of the insured;
 - (b) in the application for insurance or in other documentation provided to the Corporation, gives false particulars of the insurable crop to the prejudice of the Corporation or knowingly misrepresents or fails to disclose any fact required to be stated therein;
 - (c) contravenes a term or condition of the production insurance agreement;
 - (d) commits a fraud;
 - (e) wilfully makes a false statement in respect of a claim under the production insurance agreement,

the policy shall be deemed to be terminated, all premiums shall be deemed to have been earned by the Corporation, any claim for indemnity by the insured will be invalid, and the right to recover thereunder will be forfeited.

Claim for repayment

- (2) Where the Corporation finds, at a later date, that an insured falsely stated or misrepresented the insured's position with respect to a contract of insurance or an indemnity payment, the Corporation shall file a claim for repayment of all indemnities deemed to be unearned. *(EC299/08)*

WAIVER OR ALTERATION

28. Alterations

- (1) No term or condition of the production insurance agreement or of a rider shall be waived or altered in whole or in part by the Corporation, unless the waiver or alteration is clearly expressed in writing and signed by the Board or a representative authorized for that purpose by the Corporation.

Idem

- (2) The Corporation reserves the right to change the terms and conditions of the production insurance agreement from year to year without obtaining the consent of the insured.

Notice

- (3) Notwithstanding subsection (2), the insured will be notified of any changes to the production insurance agreement before the enrolment deadline for the crop year in which the changes are to be in effect, and those changes are deemed to be part of the policy for that crop year.

Adjustments

- (4) The Corporation reserves the right to make additional adjustments for insured and non-insured perils. *(EC299/08)*

APPEAL OF A DECISION

29. Appeal

Where the Corporation and the insured fail to resolve any dispute respecting the adjustment of a loss under the production insurance agreement, the insured may appeal the decision of the Corporation in accordance with the Act and these regulations. *(EC299/08)*

30. Notice of appeal

- (1) Where any person is aggrieved by a decision of the Corporation or its officers or agents in respect of a dispute arising out of the adjustment of losses, that person may, within 30 days from the final coverage date for a contract of insurance or within 30 days of the date of a written decision, whichever is later, appeal to the Board by serving written notice of the appeal on the Board.

Hearing

- (2) Within 30 days of written notice being served on the Board, the Board shall hear the appeal and make a decision.

Final order

- (3) A decision made by the Board under subsection (2) is deemed to be a final order or finding of the Board. *(EC299/08)*

31. Appeal to Appeal Board

- (1) Where any person is aggrieved by a final order or finding of the Board, that person may, within 30 days of the issuance of such final order or finding, appeal to the Appeal Board by serving written notice of the appeal on the Appeal Board.

Content of notice of appeal

- (2) Every notice under subsection (1) shall
 - (a) contain a statement of the matter being appealed;
 - (b) indicate the date that the notice of appeal is sent as well as the signature of the person making the appeal;
 - (c) specify any error of fact in a final order or finding of the Board to which the appellant takes issue;
 - (d) specify any reason why the final order or finding of the Board is not appropriate;
 - (e) specify any other evidence that might affect the decision of the Appeal Board; and
 - (f) provide any other information the Appeal Board may require.

Materials

- (3) On receipt of a notice under subsection (1), the Appeal Board shall
 - (a) notify the Corporation and the Board that the notice of appeal has been received and the Board shall provide the Appeal Board and the person making the appeal with all relevant final orders, findings, regulations, documents and other material in its possession; and
 - (b) require the Corporation, on behalf of the Board, to submit to the Appeal Board and the appellant a report which shall be in writing, signed by the General Manager of the Corporation or the chairperson of the Board and delivered to the Appeal Board members.

Report

- (4) The report referred to in clause (3)(b) shall include
- (a) the text of the complaint;
 - (b) a statement summary of the findings of the Board indicating whether or not the Board has properly carried out its mandate under the t and these regulations;
 - (c) a statement summary of the facts that establishes that the Board was carrying out its mandate properly;
 - (d) a statement of the position of the Board; and
 - (e) any other information the Appeal Board may require.

Notice of hearing

- (5) In any appeal under subsection (1), the Appeal Board shall, within seven days after the notice of appeal referred to in subsection (1) is received, serve notice upon the person making the appeal of the date, time and place at which the appeal will be heard.

Decision within 30 days

- (6) The Appeal Board shall hear and decide any appeal under subsection (1) within 30 days after the notice of appeal is received, but the Appeal Board may, at the request of the person making the appeal, adjourn the hearing from time to time for such period or periods of time as the Appeal Board considers necessary.

Rights of appellant

- (7) At any hearing of an appeal under this section, the person making the appeal has the right to attend and make representations and to give evidence respecting the appeal either by himself or herself or through legal counsel.

Rights of Board

- (8) At any hearing of an appeal under this section, the Board has the right to attend and make representations and to give evidence respecting the appeal either by its directors or through legal counsel.

Decision binding

- (9) The decision of the Appeal Board is final and binding on all parties and no appeal lies therefrom.

Notice of decision

- (10) The Appeal Board shall, within 10 days after the hearing is completed, serve notice of its decision and provide its decision to all parties involved in the appeal. (EC299/08)

SUBROGATION

32. Subrogation

- (1) Where the Corporation has paid a claim under the production insurance agreement, the Corporation is subrogated to the extent thereof of all rights of recovery of the insured against any person, and may bring action in the name of the insured for the full amount of the claim to enforce those rights.

Third party payments

- (2) Where the Corporation is liable to pay a claim under the production insurance agreement but the insured has been compensated for the loss by another party, the Corporation, being subrogated to the rights of the insured, may take such third party compensation

into account when determining the Corporation's liability for compensation to the insured. (EC299/08)

RECORDS AND ACCESS

33. Right of entry

- (1) The insured agrees that the Corporation has a right of entry to the premises of the insured, which right may be exercised by the Corporation or its agents at any reasonable time, and on reasonable grounds to inspect or monitor crops or for any purpose related to the policy.

Offence

- (2) No person shall obstruct, hinder or knowingly make any false or misleading statements either orally or in writing to an officer or agent of the Corporation engaged in the performance of their duties or while lawfully carrying out the enforcement of the Act or these regulations.

Assistance

- (3) An insured shall give an officer or agent of the Corporation all reasonable assistance to enable the officer or agent to carry out the duties or functions described in the Act or these regulations and shall furnish all information reasonably required to administer the Act or these regulations.

Termination

- (4) When an insured refuses to provide assistance, fails to furnish required information or obstructs an officer or agent of the Corporation to the extent that a final production to count cannot be determined for an insured crop, the Corporation shall assign the guaranteed yield for all affected crops and terminate the contract of insurance. (EC299/08)

34. Records

- (1) The Corporation may, at any time, require the insured to keep or cause to be kept such records as it may prescribe for any insurable crop.

Access

- (2) The Corporation may, at any time, require the insured to produce or make available such records it considers pertinent to the policy, and any person designated by the Corporation shall have access to such records and to the land on which the crops are grown at any reasonable time for the purpose of determining matters related to the policy.

Information

- (3) The insured shall, within 15 days of being requested to do so by the Corporation, provide the information requested in subsection (1) or (2).

Idem

- (4) Information collected for the purpose of this program may be used by the Corporation to verify or cross-reference relevant information required for, or from, other programs that are administered and delivered by the Corporation. (EC299/08)

SERVICE

35. Service

- (1) Any written notice to the Corporation shall be served by personal delivery to an agent of the Corporation or to the office of the Corporation, or by sending it by mail to the address of the Corporation.

Time of service

- (1.1) Service shall be deemed to have occurred when the notice is received by the agent or the Corporation, as the case may be.

Idem

- (2) Any written notice to the insured shall be served by hand delivery to the insured, or by sending it by mail addressed to the insured at the last mailing address for the insured on file with the Corporation and service shall be deemed to have occurred three days after the date of mailing. *(EC299/08; 139/17)*

36. Revocation

The Agricultural Insurance Act Regulations (EC277/07) are revoked. (EC299/08)

SCHEDULE A - PART 1 – Organic Crops

The Organic Crops Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to organically grown crops.

The purpose of this plan is to offer insurance coverage for crops which are grown organically or with minimal input. The plan offers coverage for all yield based crops identified under the Production Insurance Agreement and is designed to offer adjusted yield guarantees based on production practices and a higher price for certified organic crops insured under this plan.

If an insured changes from producing yield based crops using standard management practices to using organic management practices, or if a new producer joins the insurance program and wishes to grow and insure organic crops, the total guaranteed yield calculation will be adjusted based on an adjustment to acres based on the following:

Productivity Performance Index for Crop/Crop Group	Factor Applied to Acreage
No History (i.e. new producers)	0.6
0%-49%	0.5
50%-74%	0.6
75%-99%	0.7
100% +	0.8

- 1) For purposes of expressing the insurance coverage for organic crops on the Statement of Account, the acres of organic production will be converted to the non-organic coverage.
- 2) The unit prices offered for conventionally managed grain and protein crops shall be indexed by 120% and unit prices for conventional potato crops shall be indexed by 140%. The insured may choose any unit price up to the maximum indexed price calculated by this conversion.
- 3) In order for any insured crops to qualify for an indemnity at an organic unit price, the insured must have elected the organic unit price by the application deadline and must provide documentation that those crops are certified by a Certification Agency which adheres to the Canadian Organic Advisory Board Standards applicable to the current crop year.
- 4) The converted acres will be combined with any other similar crop group with full offsetting of yields.

Schedule A – Part 2 - Unharvested Acreage Benefit – Rider Option

The Unharvested Acreage Benefit Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to insurance of potatoes, fresh market carrots, and cauliflower.

The Unharvested Acreage Benefit – Rider Option is an addition to Schedule B - Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 - Elite Seed Potato Plan, Part 4 - Whole Farm Potato Plan; Schedule E- Part 3 – Fresh Market Carrots; and Schedule E - Part 1 – Cauliflower. This rider offers additional coverage for abandoned or destroyed acres by guaranteeing a payment for all **mature** acres abandoned or destroyed in the Potatoes, Creamer Potatoes, Whole Farm Potatoes, and Elite Seed Potatoes insurance programs, fresh market carrots, and cauliflower insured under the Broccoli and Cauliflower Plan, due to an insurable peril.

1) The insured shall:

- a. Insure their entire crop at 80 percent Production Insurance coverage in their respective plans;
- b. Choose to participate in the Unharvested Acreage Benefit – Rider plan and sign an application form and pay the required deposit by May 31st of the crop year;
- c. Those acres declared on the Final Acreage Report shall form the basis for coverage and premiums, under this program and shall be adjusted based on acreage planted and declared on Final Acreage Report.

2) Early Payment Discount:

- a. This high cost program option will not be eligible for the early payment discounts.

3) To Qualify for Coverage:

- a. Each block abandoned must be at least two (2) acres for potatoes and carrots, and one (1) acre for cauliflower or more in one continuous block which can be verified and measured by the Corporation. Grass waterways or other conservation structures will not divide nor disqualify a block.
- b. The crop must be inspected by an agent of the Corporation before it is abandoned or destroyed.
- c. All acres and fields must be declared to the Corporation and written permission received from the Corporation to abandon or destroy them, before they qualify for rider benefits.
- d. Before potato and carrot fields can be abandoned and covered by this plan they must have reached maturity and have 30% cullage from a single peril or 40% or more from multiple perils (not including smalls).

- e. Mature potato and carrot fields with rot or decay and with additional cullage from insurable perils less than 30% will qualify if the crop is inspected and rejected (in writing) by three buyers and receives approval for abandonment from the Corporation.
- f. Cauliflower fields must be declared to the Corporation as soon as a decision is made to abandon and no additional work is permitted prior to inspection by the Corporation.
- g. In years where excessive moisture prior to the harvest deadline prevents 25% or more of the crop from being harvested by the deadline; then those fields left un-harvested are eligible for the rider benefit.

4) *Indemnity Payments:*

- a. Benefit payments for potatoes shall be 70% of the Insured Value for the eligible acres as stated on the Statement of Account issued by the Corporation.
- b. Benefit payments for fresh market carrots shall be 20% of the Insured Value for the eligible acres as stated on the Statement of Account issued by the Corporation.
- c. Benefit payments for cauliflower shall be 40% of the Insured Value if abandoned before head cover, and 55% of the Insured Value after head cover, for eligible acres as stated in the Broccoli and Cauliflower Schedule and on the Statement of Account issued by the Corporation.
- d. All acres approved for abandonment or destruction must be destroyed before rider benefits are paid
- e. Should the destroyed acres qualify for Stage II coverage under the regular insurance plan, the additional indemnities shall be paid when the final production to count is declared on the Production Summary.

SCHEDULE B – Coverage for Potatoes

Schedule B forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to all potatoes insured under Schedule B – Part 1- Potatoes, Schedule B – Part 2 – Creamer Potatoes, Schedule B – Part 3 – Elite Seed Potatoes, and Schedule B – Part 4 – Whole Farm Potatoes. Criteria specific to each Plan are listed specifically under each Part 1-Potatoes, Part 2 Creamer Potatoes, Part 3 Elite Seed Potatoes, and Part 4 Whole Farm Potatoes.

Insurable Crop: Russet Burbank, Superior, Shepody, Other Red Skin, Other Yellows, Other Chipstock, Other Export Round, Other Russets, Other White Round, and Other Potatoes.

Insurable Crop Group: All types and varieties of potatoes. *Section 3 (3), Section 7 regs.*

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulations
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and all arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
June 30	Final Acreage Report	List of crops planted by field and by variety/seed class within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1), (4),(5),(7),(8)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums.	Section 13(12)
Planting	Planting Deadlines	Planting deadlines are outlined in Part 1-Potatoes, Part 2- Creamer Potatoes, and Part 3-Elite Seed Potatoes.	Section 17(16)
Stage I Period	The period from planting to 30 days after planting.	Outlined in Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 – Elite Seed Potatoes.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. Outlined in Part 1 – Potatoes, Part 2 - Creamer Potatoes, Part 3 – Elite Seed Potatoes.	Section 24
Stage III	Harvested crop	Applies to harvested acres. Coverage requirements and specifications are outlined in Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 – Elite Seed Potatoes.	Section 25
October 30	Harvest Deadline	Applicable to all potatoes: Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 – Elite Seed Potatoes, Part 4 – Whole Farm Potatoes. Subsequent field losses are not covered.	Section 9
December 20	Final date for coverage		Section 9
	Final date to submit Production Summary		Section 15
	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		
February 1	Post Harvest Virus Test Submission Deadline	Final date to submit initial Post Harvest Virus Test results for adjustments based on change in end use.	
March 31	End of Crop Year	Final offer from Corporation	

Offsetting: There will be no offsetting between crops insured under Part 1 – Potato Plan, Part 2 – Creamer Potatoes, Part 3 – Elite Seed Potatoes, Part 4 – Whole Farm Potatoes.

Coverage Levels: 70%, 80%, 85%, or 90% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

Definitions:

Creamers: means any production from potato variety grown and managed to produce a crop of small potatoes, less than 1 5/8” in diameter.

Rogueing: shall mean:

- a) the removal of diseased plant to reduce pathogen inoculums
- includes virus, bacteria, and fungus
- b) the removal of plants not true to the variety planted
-includes varietal mixture and off type plants.

Seed Lot: means a potato crop or portion thereof that was produced from acres that were planted from a seed source that was inspected by the Canadian Food Inspection Agency (CFIA) and assigned a class and a unique seed certification number.

Seed Class: means a class assigned to a seedlot by the Canadian Food Inspection Agency (CFIA) which identifies the disease level in the seedlot based on field inspection carried out by CFIA staff.

Criteria Specific to All Potatoes:

- a) All varieties and seed classes within a group of potatoes are subject to offsetting by all other varieties in the same group within a Plan;
- b) Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Potato Guide;
- c) Seed quality standards are a minimum 95% germination rate, subject to *Section 10(1)(c)* of the Regulations;
- d) The insured must plant whole seed or cut seed pieces with an average cut size of at least 1.5 ounces;
- e) All insured acres must be planted with seed lots that are Foundation or higher classifications as certified by CFIA and those seed lots must meet the Plant Health Act standards for post-harvest test levels;
- f) If mechanical planter miss is greater than 6%, the Guaranteed Yield will be adjusted on all affected acres by the difference between the average miss and the 6% tolerance;
- g) Row crops (potatoes, carrots and rutabagas) which are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall not be eligible for insurance coverage under the P.E.I. AgriInsurance Program;

Insurance coverage on any row crop in a field or parts thereof that are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall be adjusted as soon as the administration is notified of the violation; and adjustments can be made any time during the crop year. Once identified, the administration shall assign a ZERO (0 lbs.; 0 cwt etc.)

guaranteed yield to those acres or portions thereof which are planted in violation, thus removing premiums and insurance coverage on those acres. All acres grown by the insured shall remain in the contract of insurance; however, the total guaranteed yield for those insured acres shall be reduced for the back to back acres thus lowering the total guaranteed yield on the entire crop or crop group. All adjustments shall be stated on the Statement of Account as an adjustment to the total guaranteed yield.

The Corporation shall monitor all acres and shall include production from all acres when the production to count for the crop or crop group, is calculated. The production to count from all acres shall be compared to the fully adjusted guaranteed yield for the crop or crop group in order to determine any shortfall and/or indemnity payment.

Planting Dates: Final planting dates are identified by the Corporation, by variety, according to maturity rating. Planting deadlines specific to each plan are identified under Part 1- Potatoes, Part 2 – Creamer Potatoes, and Part 3 – Elite Seed Potatoes.

Stage Losses:

1. Stage I, Stage II, and Stage III details are plan specific and outlined in Schedule B Part 1-Potatoes, Part 2- Creamer Potatoes, and Part 3 – Elite Seed Potatoes.
2. Stage II Late Blight Coverage:
 - a) Coverage for potatoes is subject to full off-setting of yields within the insurable crop group and between the acres and varieties insured under each plan, except when the Stage II acres are approved for destruction by the Corporation because of an outbreak of late blight. When a crop, a portion of a crop, or variety is approved for destruction because of a late blight outbreak the Corporation will pay a Stage II indemnity without offset from excess yield from remaining Stage III acres where:
 - i. late blight is positively identified on 5% or more of a crop in an area of .5 acres or more planted to potatoes;
 - ii. the crop is top-killed within five days of the positive identification of late blight and ten days before the maximum days for the Stage II sliding scale have been reached based on Maturity Class for the insured variety as specified in, Sch B - Part 1 – Potatoes;
 - iii. the affected area is made-non-harvestable by disking or similar actions;
 - iv. the affected area that is destroyed is a solid continuous area greater than 0.5 acres in size;
 - v. prior approval has been granted by the Corporation to destroy the infected area, *Section 10* of the regulations;
 - vi. those requirement for Stage II stated in *Section 24* of the regulations have been met.

- b) Acres destroyed that meet the criteria stated above and indemnities paid on these acres are removed from the indemnity calculations on the remaining Stage II and Stage III acres.

Methods to Establish Marketable Production:

The insured's production shall be adjusted by the Corporation based on records, delivery receipts, and samples taken and evaluated. For each variety of potatoes, and seed class if applicable, a production to count (cwt) shall be determined by:

- a) ***Adjusting for Stored Inventory:*** For crops in storage, the Corporation shall determine gross yield by multiplying bin measurements by the conversion factor of 0.4, where one hundred pounds of potatoes displaces two and one half cubic feet, or, cubic feet x 0.4 = cwt.
 - i. Gross production shall then be adjusted by samples and visual inspection to produce a marketable yield. Adjustments shall be made for all insurable perils covered, and for non-insurable perils, as determined by the Corporation based on intended or best use of the product.
 - ii. The Corporation reserves the right to adjust all production for insurable and non-insurable perils in accordance with the most recent "Potato Sampling & Cullage Rate Guidelines" established by the Corporation and based on best end use.
- b) ***Adjusting for Sales:***
 - i. Sales shall be established by adding all crop sales for each variety, and seed class under Part 3 – Elite Seed Potatoes, insured that occurred from harvest until the end of the coverage period;
 - ii. Crop sales and each variety, and seed class under Part 3 – Elite Seed Potatoes, must be verified by delivery receipts;
 - iii. Crop sales will be accepted provided the total production was graded in a manner acceptable to the Corporation;
 - iv. All crop sales are recorded regardless of the price received or the expenses incurred to grade, store, transport, and/or market the product;
 - v. The Corporation reserves the right to adjust the sales for insurable and non-insurable perils that may not be reflected in the sales data based on intended or best use of the product, ie: salvage from cullage.
- c) ***Tolerances Allowed:***

To determine the production to count, the following tolerances shall be used for non-insurable perils:

 - i. 3% tolerance for mechanical bruise and injury;
 - ii. 0% tolerance for rocks, clay, or other such defects;
 - iii. 1% tolerance for sunburn unless the insured can prove that approved management practices were applied and the damage was caused by weather conditions or an insurable peril beyond the control of the insured.

Methods to Establish Marketable Production to Count:

Specific information and requirements specific to crop adjustments for each Plan to establish final marketable Production to Count are outlined in Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 – Elite Seed Potatoes.

Government Sponsored Programs:

Inventory diverted or sold under any government-sponsored programs shall be included as sales and the gross yields shall be adjusted to determine a production to count.

Adjustments from Harvest to December 20th:

The insured may request adjustments to the cullage rates identified by the Insurance Officer at the time of harvest and up to the end of the coverage period, or December 20th, whichever is later. In order for adjustments to be considered, the insured must provide sales records for product sold between harvest and December 20th to prove the rates assigned at harvest to be incorrect. Sales records with a breakdown of specific cullage rates may be required as proof. The Corporation will consider adjusting cullage rates under the following:

- i. If a significant portion of a variety or applicable seed class is sold before December 20th, and the sales data is submitted, the administration may assign a new cullage rate(s), adjusted for insurable and non-insurable perils, to the remaining inventory for the variety or seed class, based on the cullage rates determined from the declared sales.
- ii. If a significant portion of an individual storage is sold before December 20th and the sales data is submitted, the administration may assign a new cullage rates, adjusted for insurable and non-insurable perils, to the remaining inventory in this bin, based on the cullage rates determined from declared sales.
- iii. The minimum acceptable portion of inventory that must be sold in order to justify a cullage adjustment will be at least 20% or more and this requirement may vary depending on the variety and volume of the inventory involved. The Corporation reserves the right to determine what a “significant portion” of the crop or variety will be, and when additional cullage is assigned for washed inventory.

SCHEDULE B - Part 1 – Potato Plan

In addition to Schedule B – Coverage for Potatoes, Schedule B – Part 1 – Potato Plan forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to all potatoes insured under Schedule B – Part 1- Potato Plan

Planting Deadlines:

June 11 Very late varieties	i.e. Russet Burbank, Payette Russet, Century Russets, Ranger Russets	Deadline for seeding all very late potato varieties. Penalty: 1% reduction in PY/day for 15 days. Section 17(14)(15) regs. Potatoes planted after June 26 th will not be eligible for insurance.
June 17 Late varieties	i.e. Mountain Gem Russet, Waneta, Lamoka, Snowden.	Deadline for seeding all late potato varieties. Penalty: 1% reduction in PY/day for 15 days. Section 17(14) (15) regs. Potatoes planted after July 2 nd will not be eligible for insurance.
June 23 Medium varieties	i.e. Kennebec, Shepody, Prospect, Goldrush, Chieftain, Yukon Gem, Dakota Russet, Eva	Deadline for seeding all medium potato varieties. Penalty: 1% reduction in PY/day for 15 days. Section 17(14) (15) regs. Potatoes planted after July 8 th will not be eligible for insurance.
June 29 Early varieties	i.e. Superior, Norland, Innovator, Electra, Reveille Russet	Deadline for seeding all early potato varieties. Penalty: 1% reduction in PY/day for 15 days. Section 17(14) (15) regs. Potatoes planted after July 14 th will not be eligible for insurance.

Stage Loss Adjustments:

Stage I indemnity rate (30 days after planting)	Maximum indemnity is 40% if not replanted to potatoes; Maximum indemnity is 30% of IV when replanted to potatoes with field work;
Section 23 regs	Maximum indemnity is 20% of IV when acres are replanted to potatoes with no field work.
Stage II indemnity rate (unharvested acres)	Maximum Indemnity is a sliding scale from 50% to 75% of the insured value based on the ratio of -
FULL OFFSETING – between Stage II and Stage III except in late blight cases	Maturity Class Days: Maximum Maturity Days for sliding scale
	Late & Very Late varieties:
	120 to 140 days 90 days
	Medium varieties:
	110 to 120 days 80 days
	Early varieties:
	70 to 110 days 60 days
Section 24 regs	
Stage II Late Blight	See Schedule B – Coverage for Potatoes
Stage III indemnity rate (harvested crop)	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.
Section 25 regs	

1) **Coverage Specific to Potato Plan**

There is full yield off-setting between varieties within each group and within the acres grown in each group. Producers must select the same unit price for all varieties insured within a crop group.

2) **Methods to Establish Marketable Production:**

Production to count will be established by using the Methods to Establish Marketable Production in Schedule B – Coverage for Potatoes and adding all adjusted inventory and adjusted sales as per the methods and criteria outlined in this schedule.

3) **Criteria for Establishing Production to Count:**

- a) A production must be completed for each variety covered under this plan.
- b) The Corporation shall adjust crops bases on their identified or best use.
- c) The criteria stated by the Canadian Food Inspection Agency (CFIA) in its Fresh Fruit and Vegetable regulations, and the minimum requirements in the Plant Health Act shall be used as the basis to adjust production for seed, tablestock, and creamer crops and those set up by the processors to determine a pay weight shall be used as the basis to evaluate losses for processing potatoes.
- d) Seed potatoes grown as seed and those that have passed seed inspection by CFIA shall be adjusted as seed potatoes as of the final coverage date of December 20th in the crop year.
- e) The post-harvest virus test results and the Canadian Food Inspection Agency's final Seed Potato Certification will be used as the basis for determining the end use of seed production from insured acres, unless other insurable perils can be identified that changes the end use of this production.
- f) Potatoes grown for the tablestock market shall be adjusted based on Canada #1 grade standards for a dry, unwashed pack on the tablestock market as of the final coverage date of December 20th in the crop year.
- g) Contracts for processing or agreements for processing will be accepted as proof of processing.
- h) Processing potatoes identified for delivery on a processing contract shall be adjusted to processing standards as of the final coverage date of December 20th in the crop year.

i. **Stored Inventory:**

If the insured can prove, to the satisfaction of the Corporation, that the entire inventory or a portion thereof, will be marketed as tablestock through a washline, the Corporation may adjust cullage rates on that portion of the inventory, by an additional 10% cullage, to reflect the higher cullage realized from washing potatoes for the tablestock market. This adjustment shall be made on a lot or variety basis and may not apply to the entire

inventory. Once the cullage bump has been applied, the additional cullage rate for washline will be applied in all subsequent years unless the producer can prove to the satisfaction of the Corporation that the end-use has changed.

- ii. **Sales and Prepared Inventory:** For crops that have been sold, the Corporation shall determine Production to Count based on delivery receipts and are subject to the following criteria:

Type	End Use	% Production to Count
Export	Seed, tablestock	100%
Canada #1	Seed, tablestock	100%
Processing	Fries or chips	100%
Smalls	Tablestock, specialty markets	100%
Bin run inventory without Permission to Destroy	Dehydrated granules, formed product, used in bio-digester, and/or cattle feed	100%
Canada #2	Canada #2 tablestock	35%
Smalls	Soups and/or salads	20%
Inventory granted Permission to Destroy or culls	Dehydrated granules, formed product, and/or used in bio-digester	20%
Inventory granted Permission to Destroy or culls	Cattle feed	0%

SCHEDULE B - PART 2 - Creamer Potatoes

In addition to Schedule B – Coverage for Potatoes, Schedule B – Part 2 – Creamer Potato Plan forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to all potatoes insured under Schedule B – Part 2- Creamer Potatoes Plan.

Planting Deadlines:

June 21 Very late varieties	i.e. All Blue, Pink Fir Apple	Deadline for seeding all very late potato varieties Penalty: 1% reduction in PY/day for 15 days Section 17(14) (15) regs Potatoes planted after July 06 th will not be eligible for insurance.
June 27 Late varieties	i.e. Blue Sapphire, Cerata, Chilean Splash, Lady Alba	Deadline for seeding all late potato varieties Penalty: 1% reduction in PY/day for 15 days Section 17(14) (15) regs. Potatoes planted after July 12 th will not be eligible for insurance.
July 03 Medium varieties	i.e. Blushing Belle, Baby Boomer, Russian Blue, Krone, Ciklamen, Yellow Glory, Celandine	Deadline for seeding all medium potato varieties Penalty: 1% reduction in PY/day for 15 days Section 17(14) (15) regs. Potatoes planted after July 18 th will not be eligible for insurance.
July 09 Early varieties	i.e. Perline, Minegra, Cerisa, Island Ruby, Norland, Penni	Deadline for seeding all early potato varieties Penalty: 1% reduction in PY/day for 15 days Section 17(14) (15) regs. Potatoes planted after July 24 th will not be eligible for insurance.

Stage Loss Adjustments:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 40% if not replanted to potatoes; Maximum indemnity is 30% of insured value when replanted to potatoes with field work; Maximum indemnity is 20% of insured value when acres are replanted to potatoes with no field work.
Stage II indemnity rate (un-harvested ac.) FULL OFFSET – between Stage II and Stage III except in late blight cases Section 24 regs	Maximum indemnity is a sliding scale from 50% to 75% of the insured value based on the ratio of Maturity Class Days to Maximum Maturity Days for sliding scale: Late & Very Late varieties: 90 days Medium varieties: 80 days Early varieties: 60 days
Stage II Late Blight	See Schedule B – Coverage for Potatoes
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

- 1) **Coverage:** There is full yield off-setting between varieties within each group and within the acres grown in each group.

- 2) **Unit Price:** A higher unit price shall be offered for production covered by the Creamer Plan but it cannot exceed the maximum unit price for Sch B - Part 1- Potatoes by more than 1.5 X.
- 3) **General Criteria:** Those acres that do not comply with the below requirements shall be removed from Part 2 - Creamer Potatoes and placed in Schedule B - Part 1 – Potato Plan or Part 4 – Whole Farm, at the unit price selected for this coverage or at the highest unit price allowed in the plan.
- a. Plant the crop with a maximum six (6) inch seed spacing;
 - b. Kill the crop after it has reached 60% maturity but before it has reached 80% maturity. Days to maturity will be established by the Corporation for each variety and dead by dates will be monitored by officers of the Corporation;
 - c. The insured shall notify the Insurance Officer when the crop is being killed so this management requirement can be recorded.

4) **Establishing Production to Count:**

This Creamer Potato plan has been developed specifically for the production of small tubers and for a specialty market, hence all small potatoes less than 1 5/8 inches shall be considered as marketable and part of the total production. Smalls will NOT be considered as cullage, nor allowed as an insurable loss. For each variety of potatoes, a production to count (cwt) shall be determined for indemnity purposes by:

a) Production to Count:

The marketable yield established from the sales and stored inventory shall be adjusted to produce a mature equivalent production to count. The mature equivalent production to count established for each variety insured under the Creamer Potato Plan shall be used to establish production shortfalls. This production shall also be used to create a production history for each variety.

Marketable yields for each variety entered in the Creamer Potato Plan shall be sized and then counted as follows:

- adjusted yields below 1 5/8 inches shall count 300% (Creamers)
- adjusted yields between 1 5/8 and 2 inches shall count 25% (B size)
- adjusted yields above 2 inches shall count 70% (Tablestock A size)

b) Adjusting for Stored Inventory:

If the insured can prove, to the satisfaction of the Corporation, that the entire inventory or a portion thereof, will be marketed as creamers through a washline, the Corporation may adjust cullage rates on that portion of the inventory, by an additional 10% cullage, to offset the higher cullage realized from washing potatoes for the creamer market. This adjustment shall be made on a lot or variety basis and may not apply to the entire inventory. Once the cullage bump has been applied, the additional cullage rate for washline will be applied in all subsequent years unless the producer can prove to the satisfaction of the Corporation that the end-use has changed.

c) *Adjusting for Sales:*

Specific adjustments for establishing production to count of sales or prepared inventory are as follows:

- i. Production that has been written-off and salvaged in dehydrated granules, formed product (e.g. hash browns) or for use in a bio-digester shall be adjusted for a marketable yield by counting 20% of the pay weight. The marketable yield will be converted to a mature equivalent production to count by applying the tablestock adjustment of 70% as outlined in Section 4 of this plan;
- ii. Cull potatoes salvaged for cattle feed shall be adjusted to count as 0% production to count.
- iii. Canada #2 sales shall be adjusted, by applying the B size adjustment of 25% as outlined in Section 4 of this plan;
- iv. Sales of all small potatoes shall be considered sales under the Creamer Potato Plan and shall be adjusted according to the criteria outlined in Section 4 of this plan.

SCHEDULE B - Part 3 – Elite Seed Potatoes

In addition to Schedule B – Coverage for Potatoes, the Elite Seed Potatoes Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific for qualifying elite seed potato producers.

Deadlines Specific to the Elite Seed Potato Plan:

July 31	“Application for Seed Potato Crop Inspection – Grower’s Declaration”	Deadline for submission
November 15	“Growing Crop Certificate”	Deadline for submission

Planting Deadlines:

June 11 Very late varieties	i.e. Russet Burbank, Targhee Russet, Payette Russet, Ranger Russet	Deadline for seeding very late potato varieties Penalty: 1% reduction in PY/day Section 17(14)(15) regs
June 17 Late Varieties	i.e. Highland Russet, Mountain Gem Russet, Lamoka, Snowden	Deadline for seeding late potato varieties Penalty: 1% reduction in PY/day Section 17(14)(15) regs
June 23 Medium varieties	i.e. Kennebec, Shepody, Dakota Russet, Goldrush Yukon Gold, Chieftain, Eva	Deadline for seeding all medium potato varieties Penalty: 1% reduction in PY/day Section 17(14)(15) regs
June 29 Early varieties	i.e. Superior, Hilite Russet, Norland, Innovator, Reveille Russet	Deadline for seeding all early potato varieties Penalty: 1% reduction in PY/day Section 17(14)(15) regs

1) Unit Price Options:

- a) The unit price selected depends on the class of seed planted and cannot exceed the maximum unit price for regular potatoes by more than the following factors:
 - i. 15.0 X for nuclear (mini tubers) seed planted and expected to be harvested as Pre-Elite;
 - ii. 5.0 X for Pre-Elite or better seed planted and expected to be harvested as Elite I;
 - iii. 2.5 X for Elite I or better seed planted and expected to be harvested as Elite II;
 - iv. 2.0 X for Elite II or better seed planted and expected to be harvested as Elite III; and
 - v. 1.5 X for Elite-III or better seed planted and expected to be harvested as Elite IV.
- b) For the purposes of adjusting seedlots, Certified, Foundation, and tablestock classes shall be assigned a unit price with a factor of 1.0 of the high Potato Unit Price.

2) Premiums:

The premium down payment required with the application will be based on the maximum coverage available. The final premium due will be based on actual coverage provided as determined by the date the first top killer is applied or when the tops are chopped.

3) Probable yield:

The yield coverage offered by this plan is adjusted because of the shorter growing season for elite seed. The probable yield for elite seed potatoes is determined by multiplying the probable yield figures from the history database or benchmarks for potatoes by the top kill factor, which is the number of growing days (number of days from planting to the date the top kill is first applied or the tops are chopped) for the crop or variety divided by the maximum numbers of days needed to grow that crop or variety to maturity.

- | | | |
|---------------------|------------|--|
| i. Early | (90 days) | Growing days/90 = Top Kill Factor (%) |
| ii. Medium | (100 days) | Growing days/100 = Top Kill Factor (%) |
| iii. Late/Very Late | (120 days) | Growing days/120 = Top Kill Factor (%) |

4) Offsetting within the Elite Seed Plan:

- a) Offsetting within the Elite Seed Potato Plan shall be done on the basis of insured value and not on the basis of production as in Sch B - Part 1- Potato Plan, Part 2- Creamer Potatoes, or Part 4 - Whole Farm. This is necessary since unit prices vary widely between classes, within the groups insured.
- b) Full insured value offsetting shall be applied to all classes and varieties in the groups identified within the Elite Seed Plan.

5) To Qualify for Coverage: To qualify for participation and coverage in the Elite Seed Potato plan and to avoid adjustments based on pre-existing conditions, the insured acres must:

- a) All be registered for seed certification with the Canadian Food Inspection Agency (CFIA) during the crop year;
- b) Be planted with seed identified by CFIA as nuclear (mini tubers), pre-elite, elite I, elite II, or elite III;
- c) Submit to the Corporation, a copy of the CFIA “Application for Seed Potato Crop Inspection – Grower’s Declaration” by July 31st of the crop year;
- d) Submit to the Corporation, copies of the CFIA “Growing Crop Certificate” and by November 15th of the crop year; “Report of Field Inspection” must be provided before any quality adjustments are made.
- e) Be post harvest tested, except for nuclear and/or pre-elite being replanted on the farm on which they were produced the previous year;
- f) Have a post-harvest virus test results with less than or equal to 3% total virus (PVY and PLRV), or have a post-harvest virus test result that meets the standards set by legislation for total virus (PVY and PLRV), if this level is above 3% total virus. Proof of post-harvest virus test results may be required to be submitted with the application;

- g) Pass as seed during the first inspection by CFIA, after June 30th of the crop year, or when the tops average at least 10” tall, whichever is later;
- h) Be rogued if after the first inspection by CFIA or after any subsequent inspection(s), the seedlot does not meet the standards for variety purity or for visual symptoms of disease as set out by CFIA for a single class adjustment. To verify that rogueing has been carried out, the insured:
 - i. Must provide the Corporation with receipts to verify that rogueing services have been purchased and used OR
 - ii. If rogueing is carried out by the insured or by employees of the farm unit the insured must notify the Corporation when rogueing is being done in order for the Insurance Officer to verify this requirement.
- i) The insurance coverage on any acres that did not meet all requirements under Section 5 (a), (b), (c), (d), (e), (f), (h) or (i) above, and any crops decertified by a management action, will be changed to Schedule B - Part 1- Potato Plan, Part 2 – Creamer Potatoes, or Part 4 - Whole Farm. When ineligible seedlots are converted to Part 1, Part 2, or Part 4, they will be assigned:
 - i. An 80% coverage level and the high unit price for Sch B - Part 1 – Potatoes; or
 - ii. The coverage level and unit price stated on the application form for the non-seed portion of the crop; or
 - iii. The coverage level selected for the Elite Seed crop and the high unit price for Sch B - Part 1 – Potatoes.

6) **Stage losses:**

- a) **Stage I:** Stage I acres destroyed within 30 days of planting shall receive an indemnity based on the insured value as calculated at the time the application was submitted and will be based on the assigned probable yield (100% Top-Kill Factor) and the coverage and unit price selected by the insured. Notwithstanding, requirements for seed inspection as outlined in Section 5 do not apply to Stage I losses.:
 - i. an indemnity of 40% if the acres are not replanted to potatoes;
 - ii. an indemnity of 30% if the acres are replanted to potatoes with field work;
 - iii. an indemnity of 20% if the acres are replanted to potatoes with no field work.
 - iv. based on the insured value as calculated at the time the application was submitted and will be based on the assigned probable yield (100% Top-Kill Factor) and the coverage and unit price selected by the insured. Notwithstanding, requirements for seed inspection as outlined in Section 5 do not apply to Stage I losses.
- b) **Stage II:** Stage II acres destroyed due to an insurable peril shall qualify for an indemnity of 85% of the insured value calculated at the time of destruction. The insured value shall be calculated using the probable yield as identified in Section 3 above and the coverage and unit price selected by the insured.

- c) **Stage II Late Blight Coverage:** See Schedule B – Coverage for Potatoes.
- d) **Stage III:** The period after the crop has been harvested.

7) **Quality Adjustments:**

a) **Quality Adjustments in the Field:**

- i. Seedlots shall be eligible for quality losses in the field if after second or third inspection the seedlot is decertified by the Canadian Food Inspection Agency (CFIA) to a level below that which was the expected seed class.
- ii. A quality adjustment shall be calculated using the insured value of the seedlot LESS the value of the seedlot at the class established by CFIA, and adjusted for yield losses according to its final or best end use.
- iii. NOTE: the unit price of the decertified seedlot cannot exceed the value stated in the Plan or that value chosen by the insured for the seedlot and stated on the Application Form.
- iv. Seedlots subject to quality adjustments must have met the requirements for rogueing as outlined in Section 5.

b) **Post Harvest Virus Test Quality Adjustments:**

The standards set by provincial legislation for virus levels in seedstocks planted on P.E.I. shall be used to establish the final status for all seedlots. Seedlots shall be adjusted using the provincial standard unless an off-Island seed market can be identified. Destruction or marketing of all seedlots will be monitored to insure the end use of each lot.

In order for a seedlot, or a portion thereof, to receive quality coverage for high post-harvest virus, the seedlot:

- i. must meet conditions listed in Section 5 above and must have retained a seed classification of foundation or better;
- ii. must have a submitted post-harvest test result by the deadline as set out in Schedule B – Coverage for Potatoes;
- iii. must have been managed using intensive seed crop management practices. The producer must provide the Corporation documentation from the farm which verifies that intensive seed crop management practices were applied including:
 - (a) that an aphid control application was applied within 45 days of planting;
 - (b) that a minimum of four (4) aphid control applications were made throughout the growing season, OR an aphid control application applied at minimum as prescribed by the manufacturers label rate and frequency beginning from the time of initial application until top kill.

8) Adjustments to the Production to Count:

The following adjustments shall apply to all varieties and classes of seed insured under this plan.

- a) All seed entered in the program that is managed as seed and that which passes as seed, shall be adjusted as seed;
- b) Seed sold on the tablestock, processing, or creamer markets will be counted as a seed sale unless the lot has been adjusted for insurable perils and approved for salvage as tablestock, processing, or creamers;
- c) All small seed potatoes shall be considered in the final production to count and shall be adjusted to count as 100% production to count. This adjustment considers all smalls to be eligible for planting as whole uncut seed;
- d) A seedlot that is unsalable as seed due to an insurable peril but the production to count can be salvaged as a non-seed crop shall be adjusted by the value for the salvaged crop, established according to the regulations set out in, Sch B - Part 1- Potatoes. An indemnity payment shall be calculated using the insured value LESS the value of the fully adjusted crop based on its final or best use and at the high unit price set for Sch B - Part 1-Potatoes and after all offsetting between class, variety, and acres within a group has been determined;
- e) For a seedlot that is unsalable due to an insurable peril, and has a zero production to count, an indemnity payment shall be calculated using the insured value after all offsetting between class, variety, and acres within a crop has been determined;
- f) Production to count recorded for the Elite Seed Plan shall be adjusted back to a full yield equivalent and stated as part of the history for that variety.

SCHEDULE B - Part 4 - Whole Farm Potatoes

The Whole Farm Potatoes Schedule forms an integral part of the AgriInsurance Agreement and as such contain supplementary information specific to potatoes.

The purpose of this plan is to provide an option to select full yield offset between potato crops insured and for the insured to receive a reduction in premium costs for this combined whole farm coverage. The Whole Farm option applies only to potatoes that are entered for coverage under Schedule B - Part 1 – Potatoes. All the regulations stated in Schedule B – Coverage for Potatoes and Schedule B Part 1 – Potatoes apply to this plan. The premium rate discount will depend on the insured value of the mix of crops grown, and is determined from the table included herein.

1) For Whole Farm Potatoes:

- a. the total production guarantee equals the sum of all the individual crop guarantees for each crop;
 - b. the premium discount is determined based on the mix of crops offered for insurance and is determined from the table included, herein;
 - c. Where: % guaranteed yield of major or dominant crop is plotted on the side axis of the table and % guaranteed yield of secondary crop is plotted on the top axis of the table.
 - d. the percent reduction in the base premium rate is based on the proportional production of the dominant and secondary crops insured under the program and plotted on the table.
 - e. the indemnity is payable only if total production for all the crops is less than the total production guarantee for all the crops, as stated on the Statement of Account.
- 2) The plan is restricted to insured clients growing two or more of the crops recognized as individual crops under Schedule B Part 1 – Potatoes for the purpose of production insurance.
 - 3) The reduction in premium rates will be established using methodology recommended by an actuary and approved by Agriculture Agri-Food Canada and will be restricted to the attached tables applicable for 1997/98, and subsequent years.
 - 4) The insured must select one coverage level and one unit price (i.e.: high, medium, or low) for all crops insured under this plan.

Whole Farm Potato Plan - DISCOUNT TABLE

(70%, 80%, 85% & 90% coverage)

% Guaranteed Yield Dominant Crop

% Guaranteed Yield Secondary Crop

PERCENT REDUCTION in the BASIC PREMIUM RATE is based on the PROPORTIONAL PRODUCTION of the DOMINANT and SECONDARY CROP

<i>% GY from Dominant Crop</i>	<i>% GY from Secondary Crop</i>									
	0-5	5-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50
25-30	46	45	43	42	40	39				
30-35	45	43	42	41	40	38	37			
35-40	43	41	40	39	39	37	37	37		
40-45	40	39	39	38	37	36	36	36	35	
45-50	38	37	37	36	35	35	35	34	33	31
50-55	35	35	34	34	34	34	33	32	31	31
55-60	32	32	32	32	32	32	31	30	30	
60-65	29	29	29	29	29	29	28	28		
65-70	25	25	25	26	26	26	26			
70-75	22	22	23	23	23	23				
75-80	18	18	19	19	19					
80-85	14	15	15	15						
85-90	10	11	11							
90-95	0	0								

Schedule B - Part 5 – Potato Storage

The Potato Storage Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to insurance of potatoes in storage after December 20th of the crop year.

The Potato Storage Plan is a rider option and is offered as an addition to, Schedule B - Part 1 – Potatoes, Part 2 – Creamer Potatoes, Part 3 - Elite Seed Potato Plan, and Part 4 - Whole Farm Potato Plan. This is extended coverage and only applies to potato inventory grown and insured under the above noted plans and is restricted to the fully adjusted marketable portion of the insured crops that are in storage after December 20th, of the crop year.

1) Application:

By May 31st, the insured shall:

- a) Insure their entire potato crop under Schedule B – Part 1, 2, 3, or 4 during the current crop year, with at least 90% coverage;
- b) Complete and sign an application form and select their coverage level on a group basis;
- c) Pay the required deposit (\$2/acre). The deposit shall be calculated based on the number of acres declared on the Application Form(s) for Schedule B – Part 1, 2, 3, and 4.

2) Opt Out Deadline:

Notwithstanding Section 13(15), the insured shall have 60 days from the application deadline to terminate the policy, in writing. Upon receipt of the written request before the expiry of the 60 day period, the Potato Storage contract will be cancelled and any deposit paid for the insurance will be forfeited to the Corporation.

3) General Criteria:

- a) Only potatoes owned by the insured and stored on Prince Edward Island in insulated storages shall be eligible for coverage. Lots that do not meet this requirement shall be identified;
- b) Inventory stored off the farm and under the control of a third party shall be eligible for coverage provided:
 - i. The storage location is identified to the Corporation
 - ii. The storage inventory is stored separately from all other inventory;
 - iii. Access to the inventory is made available to the Corporation so it can be monitored over the storage period.
- c) On December 21st the fully adjusted marketable inventory shall be established for all varieties and lots of potatoes. This is the inventory that shall be offered for insurance coverage in the Potato Storage program, and does not include:
 - i. Inventory that has been sold or graded and packed by December 20th
 - ii. Inventory written off under Schedule B – Parts 1, 2, 3, and 4

- d) The Corporation must have access to the inventory at all times in order to verify movement and quantities insured.

4) Coverage Period:

December 21st of the crop year until the crop is sold, or five months after the crop year ends (August 31st), whichever is earlier. At this time all remaining inventory shall be assigned the fully adjusted marketable yield declared on the December 21st Inventory Summary and a final offer will be made.

5) Discount/Surcharge:

No production to count shall be recorded, however, a database, which includes the details on the insurance contract shall be maintained so producer discounts or surcharges can be determined based on the criteria stated in Section 14 of the regulations.

Discounts/surcharges are applied on a one year lag due to the overlap of crop years.

6) Premium Discounts:

A premium discount shall be applied to the total premium costs monthly, on a warehouse by warehouse basis. The discount shall be removed if at any time the weekly inspections are not carried out or if the service is terminated before the insurance coverage end.

The insured must:

- a) Store inventory in warehouses owned and controlled by the insured, or stored under the control of a third party, which is inspected weekly by a qualified warehouse inspector;
- b) Provide the Corporation with a copy of the warehouse inspection certificate for the person responsible for carrying out the inspections; or
- c) A contract for the service identifying the qualified inspector for hired services;
- d) Prepare weekly reports available to the Corporation;
- e) Mitigate any problems identified by the reports.

A qualified warehouse is one who has completed a Certified Warehouse Inspection Program consisting of:

- i. Classroom and practical training;
- ii. Instrument calibration and function training;
- iii. 2 warehouse evaluations before testing;
- iv. Written test and warehouse evaluation testing

7) Coverage Levels:

- a) 70% or 80%

8) Coverage and Unit Price:

- a) All inventory covered under the groups identified in Schedule B – Parts 1, 2, and 3 will have full offsetting within the groups.

- b) Total Guaranteed Yield shall be the probable yield (fully adjusted marketable inventory reported on the Inventory Summary) * the coverage level selected.
- c) Insured value shall be the guaranteed yield * the unit price.
- d) Fully adjusted marketable inventory entering the Storage Program that was previously covered under Schedule B – Parts 1, 2, 3, and 4, shall be assigned the unit price that the insured chose for each crop under the above mentioned plans.
- e) For elite seed entering the Storage Program on December 21st that was previously insured under Schedule B – Part 3 – Elite Seed Potatoes, **the unit price assigned shall at no time exceed the unit price selected under Part 3 – Elite seed**, and the fully adjusted marketable seed inventory shall be assigned yields and a unit price based on the following:
 - i. If there were no losses recorded for lots insured under Part 3 – Elite Seed Potatoes, the production to count established on December 20th for these lots shall be the fully adjusted marketable yield used for the Storage Program and the unit price chosen by the insured for each lot under Part 3 – Elite Seed shall be the unit price assigned to the inventory covered under the Storage Program.
 - ii. If lots insured under Part 3 – Elite Seed were adjusted for yield losses and/or the lots were decertified or downgraded, before December 21st, the production to count on December 20th for these lots shall be the fully adjusted marketable yield used for the Storage Program. The unit price assigned will be:
 - a) For seed – the highest unit price available for the seed class assigned to the harvested inventory within Part 3 – Elite Seed; or
 - b) For certified, foundation, or tablestock lots: the highest unit price available for the tablestock class.
 - iii. For seed lots that were entered in the Storage Program on December 21st but received a quality adjustment (including Post Harvest Virus Tests) after December 20th under Part 3 – Elite Seed:
 - a) The inventory shall be adjusted to the tablestock production to count recorded under Part 3 – Elite Seed and
 - b) The unit price assigned to each lot, under the Storage Program, will be changed to the highest unit price available for the adjusted seed class within Part 3 – Elite Seed.
- f) Post Harvest Virus Test results received before February 1st of the crop year must be submitted to the Corporation for adjustments to the Production to Count under Production Insurance. Post Harvest Virus Test results withheld that were received before February 1st will not be eligible for losses under the Storage Plan due to change of end use.

9) Premiums/Monthly Inventory Summary:

- a) An Inventory Summary shall be prepared by the insured at the end of each month to identify the movement of their inventory;

- b) Premiums shall be charged at the beginning of each month based on the marketable inventory remaining in storage at the end of the previous month;
- c) If any inventory is moved from its original location, the Corporation must be notified so an Inventory Summary can be completed;
- d) Premiums will be charged until the entire inventory has been sold or destroyed;
- e) Interest may be charged on all balances outstanding at the end of the coverage period or September 1st of the current crop year;
- f) Any outstanding premiums on which interest charges are being applied or any premiums which are outstanding on storage coverage must be paid before the insured can insure crops in the current year.

10) Insurable Perils:

- a) All perils identified in Section 8 of the regulations and includes pink rot, pink eye, blight, bacterial soft rot (erwinia), leak, jelly end, net necrosis, stem end browning, scab, silver scurf, and hollow heart.

11) Excluded Coverage:

- a) Perils such as scab, off-type, smalls, and sunburn should be removed by the adjusting process while the crop is covered by Schedule B – Parts 1, 2, 3, and 4, and these losses should be reflected in the fully adjusted marketable yield established for these lots on December 20th. Losses from these perils will not be covered under the Storage Program unless the insured can provide detailed information on the losses.
- b) Losses due to the lack of adequate storage, failure or collapse of storages, unavailability of markets, and /or poor management are not insurable perils and shall not qualify for coverage under this plan.
- c) Inventory stored in a non-ventilated storage shall not qualify for losses from frost or rot.

12) Conditions for Indemnity Payments:

- a) All losses must have an identified insurable peril(s) in order to receive an indemnity payment;
- b) A Notice of Loss is required for an indemnity payment to be made. Final date for filing a Notice of Loss is the date of the final sales or five months after the crop year ends (August 31st), whichever is earlier;
- c) All inventory under the Storage Program must be sold unless written permission is received from the Corporation to do otherwise;
- d) The Corporation reserves the right to adjust sales data for insurable and non-insurable perils that may not be reflected in the sales data based on the intended or best use of the product as determined under Schedule B – Part 1, 2, and 3;
- e) Permission to Destroy is required before any inventory is destroyed and all requirements listed in *Sections 10 and 19 of the regulations* must be followed;

- f) Inventory identified by the Corporation for write-off and approved for salvage shall be adjusted as follows:

-destroyed inventory; no salvage	-	0%
-cattle feed	-	0%
-dehydrated granules	-	20%
-formed product (ie. Hash browns)	-	20%
-use in biogas or burning units	-	20%
-product sold as #2's	-	35%
- g) A Proof of Loss must be filed no later than 30 days after the inventory has been sold;
- h) Shortfalls shall be identified from sales records and Corporation documents (Permission to Destroy forms, etc.);
- i) When sales are less than the fully adjusted guaranteed yield, then detailed sales records will be required to identify insurable and non-insurable losses.

13) Productions:

The Corporation may request sales and production data for any crops insured under the Storage Plan. Failure to supply sales and production data may result in coverage being limited to 70% in Storage in future program years.

14) Appeals:

- a) All appeals must be filed in writing with the Corporation no later than 30 days after the deadline for filing a Proof of Loss or when the coverage ends, whichever is earlier.

SCHEDULE B - Part 6 - Phytosanitary Disease Plan

The Phytosanitary Disease Plan Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to bacterial ring rot, potato wart, and nematode protection in potatoes.

The purpose of this plan is to provide insured clients, who have had an outbreak of Bacterial Ring Rot (BRR), Nematodes, or Potato Wart, with assistance to, offset a portion of the losses and additional costs that are incurred, imposed or required to deal with the outbreaks and thus, enable the operation to continue production.

- 1) The designated perils are bacterial ring rot found in potato crops, nematodes that affect potato crops and/or potato wart as determined and regulated by the Canadian Food Inspection Agency (CFIA) and the P.E.I. Plant Health Act.
- 2) Compensation is on a per acre basis. Yield, seed class planted, and/or loss of markets or potential income are not factors taken into account when determining the indemnity payable. The insured may choose from four levels of compensation, depending on the level of protection desired.

These levels are:

- a. \$50 per acre (B) \$100 per acre (C) \$150 per acre (D) \$200 per acre.

Indemnity Rates are as follows:

	Indemnity Rate	Acres Subject to Payment
Indexed Potato Wart Fields	100%	All insured Acres
Bacterial Ring Rot	100%	All insured Acres
Primary & Adjacent Potato Wart Fields	100%	All infected acres
Nematode Infected Fields	100%	All infected acres
Contact Potato Wart Fields	25%	All acres deemed contact by CFIA

- 3) A yearly cap is set on total indemnities so that total indemnities shall not exceed that fund balance for this plan (accumulated premiums collected less indemnities paid within the fund). Indemnity payments shall be pro-rated if indemnities exceed the fund balance in any one year.
- 4) The insured must insure his/her entire potato crop under Sch B - Part 1, 2, 3, or 4 during the current crop year, with at least 90% coverage. All acres are subject to measurement. Final insured acres shall be those acres declared and insured under the AgriInsurance Program.

- 5) To qualify for Bacterial Ring Rot compensation, all potato seed used must be from farms which were tested and found not to be infected with bacterial ring rot. Imported seed must meet all requirements of the Plant Health Act in order to qualify.
- 6) Fields that have been previously quarantined for Nematode infestation are not eligible for coverage. Only acres that have new positive identification of nematodes are eligible.
- 7) In the case of potato wart, compensation is only provided on infections stemming from fields that have been classified as indexed in the current crop year.
- 8) The application deadline for the Phytosanitary Disease Plan is May 31st of the crop year.
- 9) A written Notice of Loss must be submitted to the Corporation within five working days from the time the insured is notified of an outbreak or infection by the Canadian Food Inspection Agency or the Agriculture Division for the PEI Department of Agriculture.
- 10) The final date for filing a written Proof of Loss to the Corporation is May 31st of the year following the application date.
- 11) The Proof of Loss for BRR or Potato Nematode must be accompanied by:
 - a. supporting documentation indicating that the infected crop was disposed of according to the requirements of the Plant Health Act and approved by the Potato Quality Division of the P.E.I. Department of Agriculture; and
 - b. in the case of Bacterial Ring Rot, a certificate from the Potato Quality Division of the P.E.I. Department of Agriculture stating that the premises and equipment have been cleaned and disinfected to the satisfaction of the Division.
- 12) The Proof of Loss for Potato Wart must be accompanied by:
 - a. supporting documentation from the Canadian Food Inspection Agency indicating the level of infection for identified acres.
- 13) The insured value is equal to (#acre) x (elected compensation/acre). Premiums are cost shared 1/3 by the province and 2/3 by the producer.

SCHEDULE B - Part 7 - Colour Rider for Processing Potatoes

The Colour Rider for Processing Potatoes Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to insurance of processing potatoes.

The Colour Rider for Processing Potatoes is an addition to - Schedule B - Part 1, Potatoes and Part 4 Whole Farm Potatoes. This is a weather derivative program intended to match cold weather conditions just prior to and during harvest, with the loss of fry colour in processing potatoes, and thus the loss of colour bonuses for the producer.

1) *The insured shall:*

- a) Insure his entire potato crop under – Schedule B - Part 1 - Potatoes or Part 4 – Whole Farm Potatoes during the current crop year with at least 90% coverage;
- b) Choose to participate in the Colour Rider for Processing Potatoes, sign an application form and pay the required deposit by May 31st, of the crop year (deposit 15%);
- c) Declare, no later than August 31st of the crop year, the varieties and weight of product under contract;

2) *Eligible Crops:*

- a) Only processing potato crops, and chipstock, which are subject to colour bonuses, shall qualify for coverage under this plan;
- b) The variety and acreage of each processing and chipstock crop entered for insurance must be identified;

3) *Program Details:*

- a) This program will be high cost and it will not be eligible for the early payment discounts;
- b) A database, which includes the details on the insurance contract, shall be maintained so discounts or surcharges can be determined. Criteria for discounts and surcharges shall be those stated in Section 14, of the regulations;
- c) The insured shall not be required to file a Notice of Loss or Proof of Loss;

4) *Weather Stations:*

- a) Only weather data collected by the Sustainable Resources Section of the Department of Agriculture from weather stations federally approved by the Production Insurance & Risk Management Division of Agriculture & Agri-Food Canada shall be used to identify any indemnity payments;
- b) The Department is responsible for collecting data from the stations and submitting this data to the Corporation;
- c) The approved weather station for each field shall be identified, verified, and assigned by the Corporation.
- d) Applicable weather stations for the purposes of the Colour Rider program include and are limited to:

<u>Name</u>	<u>Latitude</u>	<u>Longitude</u>
"Dover"	46.02057	-62.64005
"Elmsdale"	46.81393	-64.14406
"Harrington"	46.34403	-63.15544
"Johnston's River"	46.25954	-63.00314
"Kensington"	46.44211	-63.6363
"Mount Hope"	46.362945	-62.499923
"New Glasgow"	46.41522	-63.32593
"O'Leary" (Mount Royal)	46.69432	-64.22698
"Orwell"	46.154455	-62.836671
"Souris"	46.4238	-62.26188
"Tryon"	46.25273	-63.5763
"Tyne Valley"	46.59863	-63.97821

5) Insurance Coverage:

- a) The acres insured under this plan are those calculated for each variety by dividing the contracted weight by the probable yield assigned for that variety. The Probable Yield, Coverage and Unit Price are those listed on the Statement of Account under Schedule B - Part 1 or Part 4. Insured Value shall be (Acres * Probable Yield * 90% * Unit Price)
- b) Where a producer does not have enough processing contract to cover his entire processing crop, excluded acres will be prorated by weather station by the total processing acreage declared to each weather station.
- c) Verification of a processing contract may be required before an indemnity is paid.

- 6) **Coverage Period:** The plan shall cover the growing and harvest period from 12:00 a.m. September 25th until 11:59 p.m. October 25th of the crop year.

7) Indemnities:

- a) Total indemnity payments from Sch B - Part 1-Potatoes or Part 4-Whole Farm Potatoes and this rider cannot exceed 100% of the Insured Value of the crop.
- b) Indemnities are solely based on weather records from the station identified for coverage.
- c) Indemnity payments shall be triggered when the temperature recorded at the weather station assigned between 12:00 a.m. September 25th and midnight, October 25th remains at or falls below -1.0 degrees Celsius for:
 - i. 8 hours: 3% indemnity (IV * 3%)
 - ii. 12 hours: 5% indemnity (IV * 5%)
 - iii. 16 hours: 7% indemnity (IV * 7%)

8) Appeal of a Decision:

The Corporation shall compile the weather data from all weather stations and shall calculate all indemnity payments. The insured shall have 30 days to appeal the indemnity following the receipt of an indemnity payment. Those insured clients not receiving an indemnity payment shall have until March 31st to appeal a decision of the Corporation.

SCHEDULE C - Part 1 - Spring Cereals

The Spring Cereals Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to spring cereals.

Insurable Crop: Barley, Buckwheat, Feed Wheat, Milling Wheat, Mixed Grain, and Oats

Obligation to Insure: Barley, Buckwheat, Feed Wheat, Milling Wheat, Mixed Grain, Oats, Soybeans

Insurable Crop Group: All spring cereal grains, grain corn, soybeans, and winter cereal grains

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 10	Final planting date	Deadline for seeding all spring cereals. Penalty: 1% reduction in PY/day for 15 days. Spring cereals planted after June 25 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
September 20 - Barley October 30 - Buckwheat September 30 - All other		Final date for harvest; subsequent field losses are not covered.	Section 9
October 5 - Barley November 15 - Buckwheat October 15 - All other		Final date to file a Production Summary	Section 15
October 5 - Barley November 15 - Buckwheat October 15 - All other		Final date for filing a Proof of Loss, in writing	Section 20
November 5 - Barley December 15 - Buckwheat November 15 - All other		Final date to appeal Production Summary or Proof of Loss	Section 29 Section 30
January 31		Final date for destruction of inventory and/or acres granted Permission to Destroy	

Coverage Levels: 80% or 90% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- a) Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A;
- b) Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.
- c) Milling wheat crops planted with commercial seed will be eligible for insurance under this plan but will NOT be covered for quality losses from fusarium diseased kernels;
- d) For Milling Wheat, the use of certified seed is required for full quality and production coverage. To verify that the required seed has been used the insured may be asked to provide the Corporation with receipts to verify compliance, prior to any claim being paid.
- e) The use of intensive cereal management practices is required for the milling wheat crop to be insured for both quality and production under the contract of insurance;

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of IV when NOT replanted or replanted with field work; Maximum indemnity is 20% of IV when acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) FULL OFFSET – between Stage II and Stage III Section 24 regs	Buckwheat: Maximum indemnity is an 80 day sliding scale from 50% to 80% of the insured value. All other cereals: Maximum indemnity is a 60 day sliding scale from 50% to 80% of the insured value. Stage II acres salvaged by baling shall be assigned a salvage value and the indemnity rate shall be a maximum of 65% of the insured value.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Methods to Establish Marketable Production:***1) For the purpose of calculating marketable production, the following conversion factors shall be used:***

- a) All production will be considered in Production to Count whether sold, stored, or fed on farm.
- b) MT = metric tonnes = 2,204 pounds
- c) For stored production: 1 cubic foot equals 0.8 bushels
- d) All grain weights will be adjusted to the standard moisture content when wet weights are provided or sampled using the following formula:

Adjusted weight = (actual weight) x (100 - actual moisture content) / (100 - standard moisture content)

- e) Bushel Weight and Standard Moisture %:

Crop	Bushel Weight	Standard Moisture %
Barley	48 lbs	15.5%
Buckwheat	48 lbs	14.0%
Feed Wheat	60 lbs	14.5%
Milling Wheat	60 lbs	14.5%
Mixed Grain	40 lbs	14.0%
Oats	34 lbs	14.0%

2) ***Adjusting for Sales:***

- The sales weight adjusted for moisture before dockage (MT) will be used.
- The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight and moisture content.
- The Corporation shall consider the crop to be dry if moisture levels are not provided.
- If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.

Establishing Production to Count:

- It is the responsibility of the insured to sample and test all crops for mycotoxins, for other diseases, or deficiencies, and for all costs incurred to test the crop to establish the end use and/or marketability of the crop.
- If testing is not done the Corporation will adjust the crop based on its intended or best use.
- Adequate samples must be taken and tested to determine the disease level present on a field, lot, or storage basis. If in the opinion of the Corporation, the sampling is not adequate, they may request additional samples to be taken and tested before any adjustments or appeals are considered. As a minimum, multiple samples will be required from fields over 50 acres or storages over 50 metric tons.

For the purposes of calculating a Production to Count the following criteria shall apply to all crops insured under this plan:

Mycotoxin Level	Insured Crop	End Use	Adjustment
0-2.0 PPM	Barley, Oats, Mixed Grain, Feed Wheat, Milling Wheat, Buckwheat	Production sold, to be sold, fed, or to be fed	Production counted at 100%
>2.0 PPM-5.0 PPM	Barley, Oats, Mixed Grain, Feed Wheat, Buckwheat	Production sold, to be sold, or to be fed	Production counted at 100%

>2.0 PPM-5.0 PPM	Milling Wheat	Production sold as Milling Wheat or Milling Wheat seed	Production counted at 100%
		Production stored	Milling Wheat Quality Adjustment applied
>5.0 PPM	Barley, Oats, Mixed Grain, Feed Wheat, Milling Wheat, Buckwheat	Production written off, to be destroyed.	Production counted at 0%
		Production written off, to be destroyed for non-feed purposes (bio digester, burning, etc.)	Production counted at 30%
		Production sold as intended end use	Production counted at 100%

Quality Coverage Specific to Milling Wheat:

The purpose of this specific coverage is to provide quality and production coverage for wheat crops which are planted, managed, harvested, stored and marketed as milling wheat. In addition to a yield guarantee, the program may provide quality coverage for losses from low falling number, low protein, and the presence of fusarium diseased kernels in milling wheat.

- 1) The insured must follow intensive cereal management practices and shall complete a Milling Wheat Field Management Report, in order to be eligible for quality coverage for crops insured as Milling Wheat;
- 2) Quality will be a factor in determining loss, only if:
 - a) the deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these crop provisions and which occurs within the insurance period;
 - b) the deficiencies, substances, or conditions result in a change in the end use of the crop (feed vs. milling) or a total loss to the marketability of the insured crop;
 - c) all determinations of these deficiencies, substances, or conditions are made using a sufficient number of samples of the production obtained by the Corporation or by a disinterested third party;
 - d) the samples are analyzed by a grader according to milling wheat grading standards or by a laboratory recognized and approved by the Corporation.
- 3) Quality Adjustment Factors will be determined:
 - a) by completing all moisture adjustments; then
 - b) by dividing the Feed Wheat unit price by the equivalent Milling Wheat unit price to determine the quality adjustment factor (not to exceed 1.000)
 - c) when the adjusted yield falls below the guaranteed yield then a payment shall be issued at the Unit Price insured.

SCHEDULE C - Part 2 – Soybeans

The Soybeans Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to soybeans, tofu soybeans and natto soybeans.

Insurable Crop: Soybeans, and Tofu Soybeans and Natto Soybeans used for human consumption

Obligation to Insure: All spring cereal grains, soybeans, and milling wheat

Insurable Crop Group: All spring cereal grains, buckwheat, grain corn, soybeans, and winter cereals

<i>DATE</i>	<i>TOPIC</i>	<i>REQUIREMENT and/or EFFECTS</i>	<i>Regulation</i>
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
June 30	Final Acreage Report	List of Crops planted by crop within each field Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 17	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Any soybeans planted after July 2 nd will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
Stage I Period	The period from planting to 30 days after planting	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 4	Final date for harvest, subsequent field losses are not covered		Section 9
November 20	Final date to complete Production Summary		Section 15
November 20	Final date for filing a Proof of Loss, in writing		Section 20
December 20	Final date for appeal changes to the Production Summary or Proof of Loss		Section 29, 30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 80% or 90% of the Probable Yield.

Unit Prices: The maximum unit price for soybeans intended for human consumption insured under this plan shall be:

Tofu varieties	120% of the Soybean price;
Natto varieties	130% of the Soybean price.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A.

- b) Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.
- c) Failure to plant acceptable varieties or to inoculate the seed may terminate the policy and all premiums shall be deemed to have been earned by the Corporation, any claim for indemnity shall be invalid, and the right to recover therefore will be forfeited. In the case of an indemnity, the Corporation may ask for purchase receipts or proof of seed and inoculum used before an indemnity is paid.
- d) In addition to clause a), b), c), requirements for soybeans to be insured as Tofu or Natto Soybeans intended for human consumption includes the use of varieties recommended for the specialty soybean market and recommended management practices must be applied in order to ensure that the quality standards for edible soybeans are met.
- e) Failure to plant acceptable varieties or to inoculate the seed may terminate the coverage as Tofu or Natto Soybeans and the acres will be insured as Soybeans at a maximum of 100% of the Soybean Unit Price.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum Indemnity is an 80 day sliding scale from 50% to 80% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Methods for Establishing Marketable Production:

1) For the purpose of calculating production to count, the following conversion factors may be used:

- a) All production will be considered in Production to Count whether sold, stored, or fed on farm;
- b) MT = metric tonnes = 2,204 pounds
- c) For stored production: 1 cubic foot equal 0.8 bushels
- d) All soybean weights will be adjusted to the standard moisture content when wet weights are provided using the following formula

Adjusted weight = (actual weight) x (100-actual moisture content)/ (100-standard moisture content)

- e) Bushel Weight and Standard Moisture %:

Crop	Bushel Weight (lbs)	Standard Moisture (%)
Soybeans	60 lbs	14.0 %
Tofu Soybeans	60 lbs	14.0 %
Natto Soybeans	60 lbs	14.0 %

2) ***Adjusting for Sales:***

- a) The sales weigh adjusted for moisture before dockage (MT) will be used.
- b) The insured must provide sales receipts for all crop sales and these receipts should include the date, net weight before dockage and moisture content.
- c) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- d) If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.

Criteria for Establishing Production to Count:

It is the responsibility of the insured to establish the marketability of all harvested crops. The insured is responsible for sampling the crop and for all costs incurred to test the crop to establish the end use or marketability.

QUALITY COVERAGE Specific to Edible Soybeans:

Soybeans intended for human consumption insured as Tofu Soybeans or Natto Soybeans shall be covered for quality losses due to low protein and color when the crop has met the criteria for insuring as Tofu Soybeans or Natto soybeans, but fail to meet the quality standards for protein or color. A quality adjustment shall be made using the following formula:

$((\text{Soybean Unit Price}/\text{edible soybean Unit Price}) \times \text{actual yield})$

- 3) Those crops that fail the quality standards shall be downgraded to feed grade soybeans and the resulting crop shall be adjusted as feed grade soybeans to establish a final Production to Count WHEN:
- i. The deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these crop provisions and for those losses which occurred within the insurance period;
 - ii. The deficiencies, substances, or conditions result in a change in the end use of the crop (feed versus edible soybeans) or a total loss to the marketability of the insured crop;
 - iii. All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by the Corporation or by a disinterested third party;
 - iv. The samples are analyzed by a grader according to edible soybean grading standards, or by a laboratory recognized and approved by the Corporation.

SCHEDULE C - Part 3 - Grain Corn and Silage Corn

The Grain Corn and Silage Corn Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to grain corn.

Insurable Crop: Grain Corn and Silage Corn

Obligation to Insure: All grain corn and silage corn, *Section 7* Regulations

Insurable Crop Group: All spring cereal grains, buckwheat, grain corn, soybeans, and winter cereals

<i>DATE</i>	<i>TOPIC</i>	<i>REQUIREMENT and/or EFFECT</i>	<i>Regulation</i>
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
June 30	Final Acreage Report	List of crops planted by field and by end use within each field. Penalty: \$10 plus \$2 for each day overdue	Section 18(1) Section 18(4)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
May 25	Final planting date for grain corn	Penalty: 1% reduction in PY/day for 15 days. Grain corn planted after June 09 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 6	Final planting date for silage and HMEC corn	Penalty: 1% reduction in PY/day for 15 days. Silage and HMEC corn planted after June 21 st will not be eligible for insurance.	Section 17(14) Section 17(15)
Stage I Period	The period from planting to 30 days after planting	See Stage Losses section below	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 4	Final date for harvest. Subsequent field losses are not covered.		Section 9
November 20	Final date for filing a Production Summary		Section 15
November 20	Final date for filing a Proof of Loss, in writing		Section 20
December 20	Final date to appeal changes to Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 80% or 90% of the Probable Yield.

Perils Covered: See Section 8 of the Regulations.

General Criteria:

- Approved varieties shall be those recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Crop Production Guide, Publication 100;
- Seed quality standards are a minimum 85% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of IV when NOT replanted or replanted with field work; Maximum indemnity is 20% of IV when acres are replanted to corn with no field work. Corn acres replanted to another crop must be destroyed by field work to be eligible.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum indemnity is a 120 day sliding scale from 50% to 80% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Methods to Establish Production to Count

- 1) For the purpose of calculating production to count, the following conversion factors may be used:
MT = metric tonnes = 2,204 pounds.
- 2) For the purpose of this plan, all yields will be converted to equivalent grain corn yields using the following factors:

1 metric tonne grain corn = 1 metric tonne grain corn
1.75 metric tonnes HMEC corn = 1 metric tonne grain corn
7 metric tonnes silage corn = 1 metric tonne grain corn

- 3) The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight and moisture content.
- 4) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- 5) If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.
- 6) **For crops harvested as grain corn:**
 - a) For grain corn stored in bins: 1 cubic foot equals 0.8 bushels.
 - b) For grain corn sold off the farm, use the net sales weight before dockage (MT)
 - c) All grain corn weights will be adjusted to the standard moisture content when wet weights are provided.

Adjusted weight = (actual weight) x (100-actual moisture content (100-standard moisture content))

- d) Production to count for grain corn means the total production before dockage, with a moisture adjustment expressed in metric tonnes. This production will be considered production to count whether sold, stored, or fed on the farm.
 - e) **Standard:**
- | | | |
|-------------|----------------------|-----------------|
| Crop | Bushel Weight | Moisture |
| Grain Corn | 56 lb. | 15.5% |

7) **For crops harvested as silage or high moisture ear cob corn (HMEC):**

- a) The industry standard for silage corn is 66% moisture.
- b) For the purposes of calculating production to count, the volume of silage or HMEC corn stored in a horizontal silo shall be determined by using the formula:

Length*width*average height*compaction factor*40 lbs/ft³ / 2,204 = tonnes of silage or HMEC corn where:

Compaction factor = 0.7615+ (0.016613*height) + (.0056095*width)

- c) For the purpose of calculating production to count, the volume of silage or HMEC stored in a vertical or upright silo shall be determined using the formula:

Diameter*Diameter*Height*0.8*Compaction Factor*0.907= tonnes of silage or HMEC corn where:

Compaction factor = factors from Corn Silage Compaction Table for upright silos. If cone shaped take the average height and add to depth.

- d) For the purpose of calculating production or production to count, the volume of silage or HMEC corn blown into a wagon shall be determined by using the formula:

Length*Width*Average Height*25lbs/2,204= tonnes of silage or HMEC corn

- 8) It is the responsibility of the insured to establish the marketability of all harvested crops. The insured is responsible for sampling the crop and for all costs incurred to test the crop to establish the end use or marketability.

SCHEDULE C - Part 4 - Winter Cereal Grains

The Winter Cereal Grains Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to winter cereals.

Insurable Crop: Fall Rye, Winter Wheat

Obligation to Insure: All winter cereal grains, *Section 7* Regulations

Insurable Crop Group: All spring cereal grains, grain corn, soybeans, and winter cereal grains

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
November 1 to October 30		Crop Year	Section 1(i)
October 31	Application deadline	Year prior to harvest. Signed Application required.	Section 13(1)
	Required deposit due	15% deposit	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
October 5	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Winter cereals planted after Oct 20 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
October 31	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	From date of planting to May 25 th of Crop Year	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
September 30	Final date for harvest. Subsequent field losses are not covered		Section 9
October 15	Final date for filing a Production Summary		Section 15
October 15	Final date for filing a Proof of Loss, in writing		Section 20
November 15	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70%, 80%, and 90% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations, plus winter injury.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (planting to May 25 th) Section 23 regs	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value when acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) FULL OFFSET – between Stage II and Stage III Section 24 regs	Maximum indemnity is an 80 day sliding scale from 50% to 80% of the Insured Value. Stage II acres salvaged by baling shall be assigned a salvage value and the indemnity rate shall be a maximum of 65% of the insured value.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Methods to Establish Marketable Production:

1) For the purpose of calculating production to count, the following conversion factors may be used:

- a) All production shall be considered towards the Production to Count whether sold, stored, or fed on farm.
- b) MT = metric tonnes = 2,204 pounds
- c) For grain stored production: 1 cubic foot equals 0.8 bushels
- d) All grain weights will be adjusted to the standard moisture content when wet weights are provided or sampled using the following formula:

Adjusted weight = (actual weight) x (100 - actual moisture content) / (100 - standard moisture content)

- e) Standard Adjustments used:

Crop	Bushel Weight	Standard Moisture %
Fall Rye	56 lbs.	14.0
Winter Wheat	60 lbs.	14.5

2) Adjusting for Sales:

- a) The sales weight adjusted for moisture before dockage (MT) will be used.
- b) The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight and moisture content.
- c) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- d) If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.

Establishing Production to Count:

- a) It is the responsibility of the insured to sample and test all crops for mycotoxins, for other diseases, or deficiencies, and for all costs incurred to test the crop to establish the end use and/or marketability of the crop.

- b) If testing is not done the Corporation will adjust the crop based on its intended or best use.
- c) Adequate samples must be taken and tested to determine the disease level present on a field, lot, or storage basis. If in the opinion of the Corporation, the sampling is not adequate, they may request additional samples to be taken and tested before any adjustments or appeals are considered. As a minimum, multiple samples will be required from fields over 50 acres or storages over 50 metric tons.

For the purposes of calculating a Production to Count the following criteria shall apply to all winter cereals insured under this plan:

Mycotoxin Level	End Use	Adjustment
0-5.0 PPM	Production sold as feed grade or as seed, to be sold, fed, or to be fed	Production counted at 100%
>5.0 PPM	Production written off, to be destroyed.	Production counted at 0%
	Production written off, to be destroyed for non-feed purposes (bio digester, burning, etc.)	Production counted at 30%
	Production sold as feed grade or as seed, to be sold, fed, or to be fed	Production counted at 100%

SCHEDULE C - Part 5 – Pedigreed Grain Seed Plan

The Pedigreed Grain Seed Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to winter cereals.

The purpose of the Pedigreed Grain Seed Plan, Schedule C – Part 5 is to provide coverage reflective of the additional input costs required to produce pedigreed seed.

Eligibility Requirements:

In order to be eligible for coverage, the producer must:

- a) register the crop with the Canadian Seed Growers' Association;
- b) insure their entire grain crop per *Section 7* of the regulations under Schedule C, Part - 1, Part - 2, or Part - 7;
- c) insure their non-seed portion of the crop at the same coverage level and the high unit price;
- d) grow at least two acres of pedigreed grain seed to be eligible for coverage;
- e) plant seed for regeneration that is Breeder, Select, Foundation, or Registered;
- f) store seed crops separately from all other crops and varieties;
- g) have the standing crop inspected by a Licensed Crop Inspector;
- h) follow all minimum management requirements and land use restrictions designated by the Canadian Seed Growers' Association for pedigreed seed production.

Plan Details:

- a) Only barley, wheat (feed), oats, and soybeans (feed grade) shall be eligible for coverage under this plan.
- b) There will be no offsetting between crops insured under Schedule C, Part 1 – Spring Cereals, Part 2 – Soybeans, Part 7 – Whole Farm, and Schedule C, Part 5 – Pedigreed Grain Seed.
- c) All coverage level options and plan deadlines, including harvest, and deadlines for filing a Production Summary and Proof of Loss, shall be those outlined in the applicable non-seed schedule for that crop outlined in Schedule C, Part 1 – Spring Cereals, Part 2 – Soybeans.
- d) All crops insured under this plan shall be insured with a unit price of 120% of the high Unit Price offered for the same non-seed crop insured under Schedule C, Part 1 - Spring Cereals, or Part 2 – Soybeans. All wheat insured under this plan shall be considered equivalent of feed wheat.
- e) All criteria set up for adjusting Schedule C, Part 1 - Spring Cereals, Part 2 – Soybeans shall apply to the equivalent pedigreed seed crops insured under Schedule C, Part 5 – Pedigreed Grain Seed.

SCHEDULE C - Part 6 – Whole Farm (Basket of) Cereal Crops

Spring Cereal Grain and Protein Feed Crops:

The Whole Farm (Basket of) Cereal Crops Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to spring cereal grain and protein feed crops.

The purpose of this plan is to provide an option to select full yield offset between ALL spring cereal grain and protein feed crops and for the insured to receive a reduction in premium costs for this combined whole farm coverage. The premium rate discount will depend on the mix of crops grown and is determined from the Table included, herein.

Crops included in the Basket are barley, buckwheat, oats, mixed grain, feed wheat, milling wheat and soybeans.

- 1) For the Whole Farm Cereal Plan:
 - a) The total insured value equals the sum of the insured value for each individual crop.
 - b) The premium discount is determined based on the mix of crops offered for insurance and is determined from the table included, herein;
 - c) Where:
 - i. % insured value of the major or dominant crop is plotted on the side axis of the table
 - ii. % insured value of the secondary crop is plotted on the top axis of the table.
 - d) The percent reduction in the base premium rate is based on the proportional insured value of the dominant and secondary crops insured under the program and plotted on the table.
 - e) An indemnity is payable only if the total value of all insured crops as determined from the final production to count for each crop at the unit price selected for each crop, is less than the total Insured Value for the whole farm group as stated on the Statement of Account.
- 2) The plan is restricted to the insured clients who are growing two or more of the crops recognized as individual cereal grain or protein feed crops, for the purpose of production insurance.
- 3) The reduction in premium rates will be established using methodology recommended by an actuary and approved by Agriculture Agri-Food Canada and will be restricted to the tables applicable for 2004/05 and subsequent years.
- 4) The insured must select one coverage level and one level of unit price (i.e. high, medium, low) for all crops insured under this plan.

Whole Farm Cereal Crops — DISCOUNT TABLE

(80% & 90% coverage)

% Insured Value Major or Dominant crop:

% Insured Value Secondary crop:

PERCENT REDUCTION in the BASIC PREMIUM RATE is based on the PROPORTIONAL INSURED VALUE of the DOMINANT and SECONDARY CROP GROWN

<i>% IV from Dominant crop</i>	<i>% IV from Secondary crop</i>									
	0-5	5-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50
15-20			49							
20-25			54	49	43					
25-30			53	49	43	42				
30-35			53	49	43	42	35			
35-40			49	42	42	35	35	34		
40-45			49	42	42	35	34	34	34	
45-50		52	48	42	34	34	34	34	33	22
50-55		51	41	41	34	34	33	33	22	
55-60		51	41	34	34	33	33	22		
60-65		46	40	33	33	32	21			
65-70		45	33	32	32	21				
70-75	48	39	32	31	20					
75-80	43	31	31	20						
80-85	36	30	19							
85-90	29	18								
90-95	17									

SCHEDULE D - Part 1 – Oilseeds

The Oilseeds Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to canola and specialty oilseeds.

Insurable Crop: Canola, Crambe, Hemp Seed, Borage, HEAR Rapeseed

Insurable Crop Group: Specialty Oilseeds

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 10	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Crops planted after June 25 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
October 15: Specialty Oilseeds October 30: Canola		Final date for harvest. Subsequent field losses are not covered.	Section 9
October 30: Specialty Oilseeds November 15: Canola		Final date for filing a Production Summary	Section 15
October 30: Specialty Oilseeds November 15: Canola		Final date for filing a Proof of Loss, in writing	Section 20
November 30: Specialty Oilseeds December 15: Canola		Final date to appeal Production Summary or Proof of Loss	Section 29 Section 30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% of the Probable Yield. Notwithstanding *Section 17(3)* and *17(10)* of the regulations, the insured may elect 80% coverage if three or more years of field data have been provided and accepted by the Corporation

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.
- Borage requires bees to assist in proper pollination. One hive for every two acres will be required during the pollination period in order to insure this crop.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum indemnity is an 80 day sliding scale from 50% to 80% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count:

1) For the purpose of calculation production to count, the following conversion factors shall be used:

- Production to Count will include all production sold, stored, or fed on farm
- MT = metric tonnes = 2,204 pounds
- For stored production: 1 cubic foot equals 0.8 bushels
- All weights will be adjusted to the standard moisture content when wet weights are provided or sampled using the following formula:

Adjusted weight = (actual weight) x (100-actual moisture content)/(100-standard moisture content)

e) Bushel weight and Standard Moisture %:

Crop	Bushel Weight (lbs)	Standard Moisture %
Crambe	22 lbs	10.0 %
Hemp Seed	44 lbs	10.0 %
Borage	37 lbs	10.0 %
HEAR Rapeseed	50 lbs	10.0 %
Canola	50 lbs	10.0 %

2) Adjusting for Sales:

- The sales weight adjusted for moisture before dockage (MT) will be used;
- The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight, and moisture content;
- The Corporation shall consider the crop to be dry if moisture levels are not provided;
- If the purchaser is unable to supply the required information the Corporation must be notified immediately after harvest or on deliver of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.
- For borage sold off farm, the net weight from Nature's Crop International will be considered the production to count.

3) The insured is responsible for establishing the marketability of all harvested crops, the sampling, and for all costs incurred to test the crop.

SCHEDULE E - Part 1 - Broccoli and Cauliflower

The Broccoli and Cauliflower Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to broccoli and cauliflower crops.

Insurable Crop: Broccoli and Cauliflower

Obligation to Insure: All broccoli and cauliflower

Insurable Crop Group: Broccoli, Brussel Sprouts, Cabbage, Cauliflower

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline		Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest on unpaid premiums	Section 13(12)
July 31	Final Acreage Report	List of crops planted by field and by crop within Each field. July 31 st deadline for all plantings up to July 10 th . 20 days after final planting for all remaining acres. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
June 20: Cauliflower	Direct seeding deadline	Penalty: 1% reduction in PY/day for 15 days Cauliflower seeded after July 5 th will not be eligible for insurance. Broccoli seeded after August 9 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 25: Broccoli			
May 6 to August 15	Transplanting range	Broccoli and cauliflower must be transplanted within this period. Penalty: 1% reduction in PY/day for 15 days. Crops transplanted after August 30 th are not eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
Stage I Period	The period from planting To 30 days after planting	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 5	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 20	Final date for filing a Production Summary		Section 15
December 20	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels:

- a) 70% or 80% of the Probable Yield;
- b) Cauliflower is eligible for 90% coverage.

Definitions:

“Harvest” shall mean “to reap or to gather in and shall require removal of the crop from the field, for sale or for placement in storage”.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- a) Approved varieties shall be those varieties recommended by the processor and the Corporation;
- b) Transplanting or direct seeding will be permitted, however, transplants must be uniform and free of disease and insects;
- c) Transplants from single cell trays are required.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of the insured value
Stage II indemnity rate (unharvested acres) FULL OFFSET – between Stage II and Stage III Section 24 regs	Maximum indemnity is: For broccoli: 60% of insured value For cauliflower: <ul style="list-style-type: none">- before covering 50% or more of the heads: 45% of insured value- after covering 50% or more of the heads: 60% of insured value
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is 100% of insured value if more than 20% of the heads are harvested.

Establishing Production to Count:

- a) Production to Count is measured in pounds of leafless heads and includes all quantity and grades of product accepted by the processor;
- b) For Cauliflower the weight used to determine production to count shall be:
One Box = 24 pounds;
- c) To qualify for an indemnity on a crop that was not harvested because it was too mature, (ie by-pass acres) the producer must prove evidence that the bypassing resulted from an insurable peril.

SCHEDULE E - Part 2 - Brussel Sprouts and Cabbage

The Brussels Sprouts and Cabbage Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to brussels sprouts and cabbage crops.

Insurable Crop: Brussel Sprouts and Cabbage

Obligation to Insure: All brussel sprouts and cabbage

Insurable Crop Group: Broccoli, Brussel Sprouts, Cabbage, Cauliflower

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
July 31	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue	Section 18(1) Section 18(4)
July 6	Final planting date Brussels Sprouts	Penalty: 1% reduction in PY/day for 15 days. Brussels Sprouts planted after July 21 st will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 15	Cabbage direct seeding deadline	Penalty: 1% reduction in PY/day for 15 days. Cabbage direct seeded after July 30 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 30	Cabbage transplant deadline	Penalty: 1% reduction in PY/day for 15 days. Cabbage transplanted after August 14 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
Stage I Period	The period from planting to 30 days after planting	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acre. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 20	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 20	Final date for filing a Production Summary		Section 15
December 20	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% or 80% of the Probable Yield.

Definitions:

“Harvest” shall mean “to reap or to gather in and shall require removal of the crop from the field, for sale or for placement in storage”.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- a) Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Vegetable Guide;
- b) Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations;
- c) Transplanting or direct seeding will be permitted, however, transplants must be uniform and free of disease and insects;
- d) Transplants from single cell trays are required.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of the insured value
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum indemnity is a 75 day sliding scale from 50% to 75% of the insured value Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Determination of Stage II and Stage III acres under this Plan:

The percentage of crop harvested on individual fields or on the entire insured acres is equal to the Stage III acres and all remaining un-harvested production shall be considered as Stage II acres.

Establishing Production to Count:

- 1) Production to Count means the amount of the harvested crop meeting one or more of these specific quality standards:
 - a) For the purpose of calculating production to count all quantities will be recorded in **pounds (lbs) for brussels sprouts** and **bushels for cabbage (1 bushel = 50 lbs.)**
- 2) The insured's production will be adjusted by the Corporation based on records, delivery receipts and samples taken and evaluated.
 - a) For crops in storage the Corporation will determine actual production by multiplying bin or pile measurements by the conversion factor. Gross production will then be adjusted from sales or by samples and visual inspection to produce a production to count. Adjustments will be made for all acceptable cullage, any losses as a result of an insurable peril covered under the plan and for losses approved by the Corporation as a result of the end use of the production.
 - b) Statements from the processor will be the main source of sales data with tolerances and defects allowed by the processor taken into account. The Corporation reserves the right to make additional adjustments for insured and non-insured perils.

SCHEDULE E - Part 3 - Carrots (Fresh Market)

The Fresh Market Carrots Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to fresh market carrots.

Insurable Crop: Fresh Market Carrots

Insurable Crop Group: Fresh Market Carrots

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 10	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Fresh market carrots planted after June 25 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 10	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 15	Final date to submit Production Summary		Section 15
December 15	Final date for filing a Proof of Loss, in writing		Section 20
January 15	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% of the Probable Yield. Notwithstanding *Section 17(3) and 17(10)* of the regulations, the insured may elect 80% coverage if three years or more of field data have been provided and accepted by the Corporation.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 20% of insured value.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum indemnity is an 80 day sliding scale from 20% to 25% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count:

- a) For the purpose of calculating production to count, all quantities will be recorded in pounds (lbs) for fresh market carrots.
- b) The insured's production will be adjusted by the Corporation based on records, delivery receipts and samples taken and evaluated.
- c) For the purpose of calculating production to count, inventory shall be calculated using a displacement of 31 pounds (lbs) per cubic foot.
- d) The criteria stated by Agriculture and Agri-Food Canada in their Fresh Fruit and Vegetable Regulations will be used as the basis to adjust gross production. Additional adjustments may be made by the Corporation in order to adjust for insurable and non-insurable perils to determine production to count.
- e) Sales and inventory of #2 grade product shall be adjusted to count as 30% production to count.
- f) Product must be washed before being stored.
- g) A standard cullage rate of 5% shall be applied to all stored crop not regraded for pack out unless a significant portion of the crop is sold before the deadline for filing a Production Summary and the insured can provide sales records for product sold to prove the rates assigned in storage to be incorrect. Sales records with a breakdown of specific cullage rates may be required as proof. The Corporation reserves the right to determine what a "significant portion" of the crop will be, and when additional cullage is assigned for washed inventory.

Row Crops (Potatoes, Carrots, Rutabagas) Planted Back to Back

Row crops (potatoes, carrots, and rutabagas) which are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall not be eligible for insurance coverage under the P.E.I. AgriInsurance Program.

Insurance coverage on any row crop in a field or parts thereof that are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall be

adjusted as soon as the administration is notified of the violation; and adjustments can be made any time during the crop year. Once identified, the administration shall assign a ZERO (0 lbs.; 0 cwt, etc.) guaranteed yield to those acres or portions thereof which are planted in violation, thus removing premiums and insurance coverage on those acres. All acres grown by the insured shall remain in the contract of insurance; however, the total guaranteed yield for those insured acres shall be reduced for the back to back acres thus lowering the total guaranteed yield on the entire crop or crop group. All adjustments shall be stated on the Statement of Account as an adjustment to the total guaranteed yield.

The Corporation shall monitor all acres and shall include production from all acres when the production to count for the crop or crop group, is calculated. The production to count from all acres shall be compared to the fully adjusted guaranteed yield for the crop or crop group in order to determine any shortfall and/or indemnity payment.

SCHEDULE E - Part 4 - Carrots (Processing)

The Processing Carrots Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to carrots for processing.

Insurable Crop: Sliced Carrots, Diced Carrots

Insurable Crop Group: All processing carrots

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 20	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Processing carrots planted after July 5 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 20	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 20	Final date for filing a Production Summary		Section 15
December 20	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70%, 80%, or 90% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Field Crop Guide, Publication 100A;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum Indemnity is a 75 day sliding scale from 40% to 60% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count: means the amount of the harvested crop meeting one or more of these specific quality standards:

- a) All quantities will be recorded in pound net of cullage.
- b) Production to Count shall be calculated from Fancy grade sales.
- c) Any product sold to the processor as a Choice grade shall be adjusted to count as 30% production to count.
- d) The insured's production will be adjusted by the Corporation based on records and delivery receipts from the processor.
- e) The Corporation reserves the right to adjust the final production to count for insurable and non-insurable perils.

Row Crops (Potatoes, Carrots, Rutabagas) Planted Back to Back

Row crops (potatoes, carrots and rutabagas) which are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall not be eligible for insurance coverage under the P.E.I. AgriInsurance Program.

Insurance coverage on any row crop in a field or parts thereof that are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall be adjusted as soon administration is notified of the violation; and adjustments can be made any time during the crop year. Once identified, the administration shall assign a ZERO (0 lbs.; 0 cwt etc.) guaranteed yield to those acres or portions thereof which are planted in violation, thus removing premiums and insurance coverage on those acres. All acres grown by the insured shall remain in the contract of insurance; however, the total guaranteed yield for those insured acres shall be reduced for the back to back acres thus lowering the total guaranteed yield on the entire crop or crop group. All adjustments shall be stated on the Statement of Account as an adjustment to the total guaranteed yield.

The Corporation shall monitor all acres and shall include production from all acres when the production to count for the crop or crop group, is calculated. The production to count from all acres shall be compared to the fully adjusted guaranteed yield for the crop or crop group in order to determine any shortfall and/or indemnity payment.

SCHEDULE E - Part 5 - Rutabagas

The Rutabagas Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to rutabagas.

Insurable Crop: Rutabagas

Insurable Crop Group: Rutabagas

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
July 5	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Rutabagas direct seeded after July 20 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 20	Final transplanting date	Penalty: 1% reduction in PY/day for 15 days. Rutabagas transplanted after August 4 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 31	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 20	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 20	Final date for filing a Production Summary		Section 15
December 20	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70%, 80%, or 90% of the Probable Yield.

Definitions: “Harvest” shall mean “to reap or to gather in, and shall require removal of the crop from the field, for sale, or for placement in storage”. Harvest is not considered to be complete until the crop is removed from the field for sale or storage.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Fruit and Vegetable Guide;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

- c) Cultivation and drenching are considered to be part of a minimal management program.
- d) Root maggot damage will be considered an insurable peril if the insured applied acceptable control measures or was enrolled in a crop scouting program and followed the recommendation of the crop scout for control.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 20% of insured value.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum Indemnity is a 70 day sliding scale from 40% to 65% of the insured value. An 80% indemnity rate may be applied for in field hand graded rutabagas. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Determination of Stage II and Stage III acres:

- i. The percentage of crop harvested on individual fields or on the entire insured acres is equal to the Stage III acres and all remaining un-harvested production shall be considered as Stage II acres.
- ii. An 80% Stage II indemnity rate may be applied if 90% or more of the rutabagas are hand graded in the field. This does not apply to mechanically harvested acres with culls remaining in the field.

Production to Count: means the amount of the harvested crop meeting one or more of these specific standards:

For the purpose of calculating production to count, sales volumes or inventory will be expressed in bushels

1 bushel = 50 pounds

1 cubic foot = 0.74 bushels or 37 pounds

- a) The insured's production will be adjusted by the Corporation based on records, delivery receipts and samples taken and evaluated.
- b) The criteria stated by Agriculture and Agri-Food Canada in their Fresh Fruit and Vegetable Regulations will be used as the basis to adjust gross production. Additional adjustments may be made by the Corporation in order to adjust for insurable and non-insurable perils and to determine production to count.

Row Crops (Potatoes, Carrots, Rutabagas) Planted Back to Back

Row crops (potatoes, carrots and rutabagas) which are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall not be eligible for insurance coverage under the P.E.I. AgriInsurance Program.

Insurance coverage on any row crop in a field or parts thereof that are planted back to back in violation of the *Agricultural Crop Rotation Act* or its regulations shall be adjusted as soon as the administration is notified of the violation; and adjustments can be made any time during the crop year. Once identified, the administration shall assign a ZERO (0 lbs.; 0 cwt etc.) guaranteed yield to those acres or portions thereof which are planted in violation, thus removing premiums and insurance coverage on those acres. All acres grown by the insured shall remain in the contract of insurance; however, the total guaranteed yield for those insured acres shall be reduced for the back to back acres thus lowering the total guaranteed yield on the entire crop or crop group. All adjustments shall be stated on the Statement of Account as an adjustment to the total guaranteed yield.

The Corporation shall monitor all acres and shall include production from all acres when the production to count for the crop or crop group, is calculated. The production to count from all acres shall be compared to the fully adjusted guaranteed yield for the crop or crop group in order to determine any shortfall and/or indemnity payment.

SCHEDULE F - Part 1 – Apples

The Apple Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to apple production.

Insurable Crop: Apples

Insurable Crop Group: All apples

<i>DATE</i>	<i>TOPIC</i>	<i>REQUIREMENT and/or EFFECTS</i>	<i>Regulation</i>
April 1 to March 31		Crop Year	Section 1(i)
April 30	Application deadline	Signed Application required.	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
Stage I Period		Does not apply to this crop	Section 23
Stage II Period		Does not apply to this crop	Section 24
Stage III	Harvested crop	Applies to harvested acres. Maximum indemnity rate is equal to the shortfall in production at the unit price selected.	Section 25
October 25	Final date for harvest. Subsequent field losses are not covered.		Section 9
November 30	Final date for filing a Production Summary		Section 15
November 30	Final date for filing a Proof of Loss, in writing		Section 20
December 30	Final date to appeal Production Summary or Proof of Loss		Section 29,30

Coverage Levels: 70% of the Probable Yield. Notwithstanding *Section 17(3) and 17(10)* of the Regulations, the insured may elect 80% or 90% coverage if three or more years of field data have been provided and accepted by the Corporation.

Probable Yield:

- The insured must supply production data for a minimum of two consecutive years immediately prior to the year production insurance is requested, which will be used to determine the insured's Probable Yield. Data must include tree age and inventory, planting density, and actual yield;
- The Probable Yield is based on the insured's weighted average production during the 10-year period prior to the crop year being insured, compared to the expected production in each year. See Potential Yield Table below;
- Production for non-insured years must be from consecutive years prior to insuring;
- Any removal of trees must be reported to the Corporation. Guaranteed production will be adjusted downward if trees are removed before harvest for noninsurable perils.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- a) Approved varieties shall be those recommended by the Department or the Corporation;
- b) Must insure apple trees.

Production to Count: means the amount of the harvested crop meeting one or more of these specific quality standards:

- a) Pounds (lbs) of U-Pick apples sold;
- b) Pounds of fresh packed Canada Fancy apples sold or in storage;
- c) Marketable apples converted to cider or juice products count as production;
- d) Non-marketable apples (drops) do not count as production;
- e) Yield measurements prior to harvest based on estimated pounds per tree and allowing for a normal drop rate of 10%;
- f) Losses due to wind prior to October 25th will require new estimates to determine the actual loss.

Potential Yield Table:

Category	A	B	C	D
Tree Density	0 to 100	101 to 450	451 to 900	901+
Planting Age				
1	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00
3	0.00	2.76	4.55	3.74
4	4.52	5.52	9.09	7.48
5	19.58	25.76	18.18	14.96
6	88.88	45.08	31.17	25.65
7	162.70	69.92	36.36	25.65
8	233.51	77.28	46.75	25.65
9	253.09	81.88	46.75	25.65
10	271.17	88.32	46.75	25.65
11	292.26	92.00	46.75	25.65
12	302.80	95.68	46.75	25.65
13	310.34	98.44	46.75	25.65
14	319.38	100.28	46.75	25.65
15	326.91	103.04	46.75	25.65
16	332.93	103.96	46.75	25.65
17	340.47	104.88	46.75	25.65
18	346.49	105.80	46.75	25.65
19	349.51	106.72	46.75	25.65
>=20	355.53	107.64	46.75	25.65

SCHEDULE F - Part 2 - Dry Beans

The Dry Beans Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to dry beans.

Insurable Crop: White Pea Beans, Colored Edible Beans

Insurable Crop Group: All types and varieties of edible beans

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 17	Final planting date	Penalty: 1% reduction in PY/day for 15 days. All beans planted after July 2 nd will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
November 4	Final date for harvest. Subsequent field losses are not covered.		Section 9
November 20	Final date for filing a Production Summary		Section 15
November 20	Final date for filing a Proof of Loss, in writing		Section 20
December 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% or 80% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those white pea bean and colored edible bean varieties suitable for growing in the Maritimes and approved by the Department or the Corporation;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum Indemnity is an 80 day sliding scale from 50% to 80% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count: means the amount of the harvested crop meeting one or more of these specific standards:

- a) For the purpose of calculating production to count all weights will be recorded in metric tonnes. MT = metric tonnes = 2,204 pounds
- b) For crop stored in bins: 1 cubic foot equals 0.8 bushels
- c) For crops in storage, the Corporation will determine actual production by multiplying bin or pile measurements by the conversion factors to determine production in metric tonnes. Gross production will then be adjusted by samples and visual inspection to produce a production to count.
- d) The insured's production will be adjusted by the Corporation based on records, delivery receipts and samples taken and evaluated.
- e) For crop sales, delivery receipts will be used to provide the total production; provided the production was graded in a manner acceptable to the Corporation.
- f) Net weights after the pick and moisture adjustment will be used, but the Corporation reserves the right to adjust sales data to determine a final production to count.
- g) Adjustments for normal cullage will be made for production used as seed.
- h) Standard Adjustments used:

Crop	Bushel Weight	Standard Moisture %
Dry Beans	60 lbs.	14.0

- i) The insured must provide sales receipts for all crop sales and these receipts should include the date, net weight and moisture content.
- j) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- k) If the purchaser is unable to supply the required information the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.
- l) It is the responsibility of the insured to establish the marketability of all harvested crops. The insured is responsible for sampling the crop and for all costs incurred to test the crop to establish the end use or marketability.

SCHEDULE F - Part 3 – Pulse Beans

The Pulse Beans Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to pulse beans.

Insurable Crop: Faba Beans, Green Pea Beans, and Yellow Pea Beans

Insurable Crop Group: All pulse beans

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 10	Final planting date	Penalty: 1% reduction in PY/day for 15 days. All pulse beans planted after June 25 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
June 30	Final Acreage Report	List of crops planted by field and by crop within each field. Penalty: \$10 plus \$2 for each day overdue	Section 18(1) Section 18(4)
Stage I Period	The period from planting to 30 days after planting.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
September 30	Final date for harvest. Subsequent field losses are not covered.		Section 9
October 15	Final date for filing a Production Summary		Section 15
October 15	Final date for filing a Proof of Loss, in writing		Section 20
November 15	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% or 80% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those varieties suitable for growing in the Maritimes and approved by the Department or the Corporation;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (30 days after planting)	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Section 23 regs	
Stage II indemnity rate (unharvested acres)	Maximum indemnity is a 60 day sliding scale from 50% to 80% of the insured value for green and yellow pea beans.

Section 24 regs	Maximum indemnity is a 75 day sliding scale from 50% to 80% of the insured value for faba beans. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count:

1) For the purpose of calculating marketable production, the following conversion factors shall be used:

- a) MT = metric tonnes = 2,204 pounds
- b) For pulses stored in bins: 1 cubic foot equals 0.8 bushels
- c) The insured's production will be adjusted by the Corporation based on records, delivery receipts, and samples taken and evaluated.
- d) All weights will be adjusted to the standard moisture content when wet weights are provided or sampled using the following formula:

Adjusted weight = (actual weight) x (100 - actual moisture content) / (100 - standard moisture content)

- e) Bushel Weight and Standard Moisture %:

<u>Crop</u>	<u>Bushel Weight</u>	<u>Standard Moisture %</u>
Faba Bean	60 lbs	15.5%
Green Pea Bean	60 lbs	15.5%
Yellow Pea Bean	60 lbs	15.5%

- f) Adjustments for normal cullage will be made for production used as seed.

2) Adjusting for Sales:

- a) For crop sales, delivery receipts will be used to provide the total production, provided the production was graded in a manner acceptable to the Corporation;
- b) The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight and moisture content.
- c) Net weights after moisture adjustment will be used, but the Corporation reserves the right to adjust sales data to determine a final production to count.
- d) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- e) If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.
- f) It is the responsibility of the insured to establish the marketability of all harvested crops. The insured is responsible for sampling the crop and for all costs incurred to test the crop to establish the end use or marketability.

SCHEDULE F - Part 4 – Tobacco

The Tobacco Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to tobacco.

Insurable Crop: Tobacco

Insurable Crop Group: Tobacco

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
May 31	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit and arrears from any previous year	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 25	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Tobacco planted after July 10 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
July 31	Final Acreage Report	List of crops planted by field. July 31 st for all acres planted by July 10 th ; 20 days after planted for all remaining acres. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to June 21 st .	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses Section below.	Section 25
October 2	Final date for harvest. Subsequent field losses are not covered.		Section 9
December 20	Final date for filing a Production Summary		Section 15
December 20	Final date for filing a Proof of Loss, in writing		Section 20
January 20	Final date to appeal Production Summary or Proof of Loss		Section 29,30

Coverage Levels: 70% or 80% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations.

General Criteria:

- Approved varieties shall be those recommended by the Department, the Corporation, or those listed in the Atlantic Provinces Vegetable Guide;
- Transplants must be uniform and free from disease and insects;
- Transplants from single cell trays are required.

Stage Losses:

Stage I indemnity rate (30 days after planting) Section 23 regs	Time period from completion of seeding to June 21 st . Maximum indemnity is 6% of the insured value.
Stage II indemnity rate (unharvested acres) Section 24 regs	Maximum Indemnity is a 55 day sliding scale from 50% to 70% of the insured value. Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected. Yield adjustments will increase from 71% to 100% at a rate of 1% per day during harvest. The adjustment is 100% at completion of harvest.

For tobacco crops, a Stage I claim may occur when there is more than 50% frost damage and insurance will continue on the affected areas when replanted throughout the Stage II and Stage III periods. The production to count and guaranteed production shall include all acres insured, including the Stage I acres.

Production to Count:

- a) Production to Count means all saleable production sold and all inventory stored and shall be adjusted by the Corporation based on records, delivery slips, and stored inventory;
- b) For the purpose of calculating production to count (pounds, lbs) the following conversion factors may be used:
 - i. actual sales weight of flue cured tobacco in pounds that has been graded and sold
 - ii. contract pounds = gross weight less terra;
 - iii. 4 pounds of non-descript tobacco will equal 1 pound of production to count;
 - iv. every 1 pound of bulk sales at the farm gate will represent 1 pound of production to count;
 - v. 1 pound of broadleaf (cigar) tobacco is deemed to equal 1.5 pounds of flue-cured tobacco.

SCHEDULE F - Part 5 – Winter Pulse Beans

The Pulse Beans Schedule forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to pulse beans.

Insurable Crop: Winter Pulse Beans

Obligation to Insure: all winter pulse beans

Insurable Crop Group: all pulse beans

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
November 1 to October 30		Crop Year	Section 1(i)
October 31	Application deadline	Signed Application required. Year prior to harvest.	Section 13(1)
	Required deposit due	15% deposit	Section 13(4)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
October 5	Final planting date	Penalty: 1% reduction in PY/day for 15 days. Winter pulse beans planted after October 20 th will not be eligible for insurance.	Section 17(14) Section 17(15) Section 17(16)
October 31	Final Acreage Report	List of crops planted by field. Penalty: \$10 plus \$2 for each day overdue.	Section 18(1) Section 18(4)
Stage I Period	The period from planting to May 25 th of crop year.	See Stage Losses section below.	Section 23
Stage II Period	From end of Stage I period to harvest	Applies to unharvested acres. See Stage Losses section below.	Section 24
Stage III	Harvested crop	Applies to harvested acres. See Stage Losses section below.	Section 25
September 30	Final date for harvest. Subsequent field losses are not covered.		Section 9
October 15	Final date for filing a Production Summary		Section 15
October 15	Final date for filing a Proof of Loss, in writing		Section 20
November 15	Final date to appeal Production Summary or Proof of Loss		Section 29,30
January 31	Final date for destruction of inventory and/or acres granted Permission to Destroy		

Coverage Levels: 70% or 80% of the Probable Yield.

Perils Covered: See *Section 8* of the Regulations, plus winter injury.

General Criteria:

- Approved varieties shall be those varieties suitable for growing in the Maritimes and approved by the Department or the Corporation;
- Seed quality standards are a minimum 80% germination rate, subject to *Section 10(1)(c),(d),(e)* of the Regulations.

Stage Losses:

Stage I indemnity rate (planting to May 25 th of crop year)	Maximum indemnity is 30% of insured value when NOT replanted or replanted with field work; Maximum indemnity is 20% of insured value if acres are replanted with no field work.
Section 23 regs	

Stage II indemnity rate (unharvested acres)	Maximum indemnity is a 60 day sliding scale from 50% to 80% of the insured value.
Section 24 regs	Stage II and Stage III acres are subject to full offsetting.
Stage III indemnity rate (harvested crop) Section 25 regs	Maximum indemnity rate is equal to the shortfall in production at the unit price selected.

Production to Count:

1) For the purpose of calculating marketable production, the following conversion factors shall be used:

- a) MT = metric tonnes = 2,204 pounds
- b) For pulses stored in bins: 1 cubic foot equals 0.8 bushels
- c) The insured's production will be adjusted by the Corporation based on records, delivery receipts, and samples taken and evaluated;
- d) All weights will be adjusted to the standard moisture content when wet weights are provided or sampled using the following formula:

Adjusted weight = (actual weight) x (100 - actual moisture content) / (100 - standard moisture content)

- e) Bushel Weight and Standard Moisture %:

<u>Crop</u>	<u>Bushel Weight</u>	<u>Standard Moisture %</u>
Winter Pulse Beans	60 lbs	15.5%

- f) Adjustments for normal cullage will be made for production used as seed.

2) Adjusting for Sales:

- a) For crop sales, delivery receipts will be used to provide the total production, provided the production was graded in a manner acceptable to the Corporation;
- b) The insured must provide sales receipts for all crop sales and these receipts should include the date, unloaded weight and moisture content.
- c) Net weights after moisture adjustment will be used, but the Corporation reserves the right to adjust sales data to determine a final production to count.
- d) The Corporation shall consider the crop to be dry if moisture levels are not provided.
- e) If the purchaser is unable to supply the required information, the Corporation must be notified immediately after harvest or on delivery of the crop and must have access to the crop so it can be measured and sampled to determine the total yield and moisture content.
- f) It is the responsibility of the insured to establish the marketability of all harvested crops. The insured is responsible for sampling the crop and for all costs incurred to test the crop to establish the end use or marketability.

SCHEDULE G - Part 1 – Forage Production Plan

This Schedule G, Forage Production Plan forms an integral part of the AgriInsurance Agreement and as such contains supplementary information specific to insurance of forage crops.

Insurable Crop: Pasture, Green Manure, Hay, Silage, and Forage Seed

Insurable Crop Group: Forage

DATE	TOPIC	REQUIREMENT and/or EFFECTS	Regulation
April 1 to March 31		Crop Year	Section 1(i)
April 30	Application deadline	Signed Application required	Section 13(1)
	Required deposit due	15% deposit	Section 13(4)
	Final Acreage Report	Forage Final Acreage Report included in Application	Section 13(2)
	Signed Agreement	Required for valid contract	Section 13(1)
June 30	Premium due date		Section 13(11)
July 1	Interest charges begin	Monthly interest charged on unpaid premiums	Section 13(12)
June 10	Final planting date for spring sown forage crops	Acres planted after June 10 th will not be eligible for Stage I establishment coverage.	
	Coverage Period	Begins when the application is signed Forage Basic coverage: June 1 st to September 30 th Forage Plus Quality coverage period: Silage: June 5 th to June 30 th Hay: July 1 st to July 25 th Forage Seed: August 5 th to August 30 th Production coverage ends with the final harvest dates for the proxy Crops for hay and silage and on August 30 th for forage seed.	
August 15& 30	Final date for harvest	Final harvest date for crops to be eligible in Forage Plus Plan (August 15 th : hay and silage, August 30 th forage seed). Crops not harvested are only eligible for drought coverage.	
Appeal Period	30 days after the receipt of indemnity		Section 30(1)
March 31	Final date to appeal non payment of indemnities		

Coverage Levels: 90% of the Unit Price offered or selected.

Perils Covered: Drought and excessive moisture as per *Section 8* of the Regulations.

General Criteria: Approved varieties shall be those varieties in Publication 100 or those approved by the Corporation.

Description:

This plan is designed to offer basic (drought) disaster coverage for forage crops and offers additional coverage for quality and production losses to hay, silage, and forage seed crops insured under the Forage Plus option. No additions of fields will be allowed after the application deadline. Fields identified on the Forage Final Acreage Report shall be subject to inspection by the Corporation and if more than one producer claims a single field, the Corporation will remove this acreage from all contracts of insurance.

1) Eligible Crops:

- a. Pastureland is that land on which a forage crop is grown and is intended for grazing of livestock.
- b. Green manure land is that land on which a forage crop is grown for at least 100 days and on which the forage crop is to be plowed down as a green manure crop.
- c. Hay and silage land is land on which a forage crop is grown and from which a forage crop is harvested as livestock feed.
- d. Acres grown for forage seed is that land on which a forage crop is grown and from which a seed crop is to be harvested.

2) Weather Stations:

- a. For the Forage Basic and Forage Plus Quality coverage options, an insured's fields will be covered and indemnities calculated for lack of rainfall or excessive moisture by the data collected from the weather station chosen by the producer and the one closest to the farm operation. All weather stations used to determine indemnities under the Forage Program must be federally approved by the Production Insurance Risk Management Division of Agriculture and Agri-Food Canada. Payments will only be made based on the weather data collected from the following weather stations:

<u>Name</u>	<u>Latitude</u>	<u>Longitude</u>
"Dover"	46.02057	-62.64005
"Harrington"	46.34403	-63.15544
"Johnston's River"	46.25954	-63.00314
"Kensington"	46.44211	-63.6363
"Mount Hope"	46.362945	-62.499923
"Mount Royal"	46.69432	-64.22698
"New Glasgow"	46.41522	-63.32593
"O'Leary" (Mill River)	46.73893	-64.16499
"Orwell"	46.154455	-62.836671
"Souris"	46.4238	-62.26188
"Tryon"	46.25273	-63.5763
"Tyne Valley"	46.59863	-63.97821

3) STAGE I COVERAGE:

- a. Establishment coverage is offered for those forage stands planted before June 10th of the insured year and included in the contract of insurance. This is protection against drought, excessive rain, and diseases within the Stage I loss period (30 days after planting). Total indemnity payments made cannot exceed the Forage Basic Total Insured Value of \$81 per acre. For insurance purposes, crops planted for Forage Seed shall qualify as grass under Stage I.

Maximum Indemnity:

>50% grass = 20% of Forage Basic Insured Value

- ›50% clover = 25% of Forage Basic Insured Value
- ›50% alfalfa = 30% of Forage Basic Insured Value

FORAGE BASIC:

- 4) **The Forage Basic Option** provides basic disaster (drought) coverage for pasture, green manure, hay, silage, and stands grown for forage seed. An Insured Value of \$81 (\$90 * 90%) is offered for each acre insured under the plan. The coverage period for the Forage Basic Option is the period from June 1st until September 30th (122 days). In order for forage stands to be eligible for coverage, they must be in production at least 100 of the 122-day coverage period or until September 8th of the crop year. Total indemnity payments made for drought in the Forage Basic Plan cannot exceed the Total Insured Value (\$81 per acre) for the Forage Basic plan.
- 5) Indemnity Rates:
 - a. 25% - if 25 or more consecutive days are recorded with ≤ 5.0 mm of total daily rainfall AND less than 20 days with > 5.0 mm of total daily rainfall during the Coverage Period.
 - b. 50% - if 30 or more consecutive days are recorded with ≤ 5.0 mm of total daily rainfall AND less than 16 days with > 5.0 mm of total daily rainfall during the Coverage Period.
 - c. 75% - if 35 or more consecutive days are recorded with ≤ 5.0 mm of total daily rainfall AND less than 12 days with > 5.0 mm of total daily rainfall during the Coverage Period.

FORAGE PLUS:

- 6) **The Forage Plus Option** is an added coverage to the Forage Basic Option and provides additional protection to hay and silage crops and to stands grown for forage seed for lost quality and yields. These eligible crops can only be insured under one plan and are insured at a higher Unit Value of between \$150-\$300 per acre, selected by the insured, and a ninety percent coverage rate. In order to qualify for coverage offered in the Forage Plus Plan, ALL insured acres of hay and silage must be harvested as livestock feed and have at least one crop removed from the field as livestock feed by August 15th of the crop year and all forage seed crops must be harvested by August 30th. All hay and silage acres not harvested by August 15th and forage seed not harvested by August 30th will be removed from the indemnity calculations and premiums charges on these acres shall be deemed as earned and shall not be refunded. There are two types of coverage offered in this plan:

Quality Coverage:

- 7) **Silage and Forage Seed** crops insured in the Forage Plus Plan, will be covered for quality losses resulting from too much rain during the optimum harvest period. Quality coverage period for silage is June 5th to June 30th and for forage seed August 5th to August 30th.

a. Indemnity Rates:

- i. 10% of the Insured Value if three out of any five consecutive days in the coverage period has daily total rainfall of more than 5.0 mm.
- ii. 20% of the Insured Value if a second trigger occurs; where an additional three out of any five consecutive days in the coverage period has daily total rainfall of more than 5.0 mm (must be a subsequent or a different five day period from that stated in the first trigger).
- iii. 30% of the Insured Value if a third trigger occurs; where an additional three out of any five consecutive days in the coverage period has daily total rainfall of more than 5.0 mm (must be a subsequent or a different five day period from that stated in the first or second triggers).

8) **Hay** crops insured in the Forage Plus Plan will be covered for quality losses resulting from the lack of suitable harvest weather (harvest windows) during the optimum harvest period. The coverage period for hay is July 1st to July 25th. A “harvest window” is defined as three consecutive days with 0.00 mm rainfall recorded within the hay coverage period.

a. Indemnity Rates:

- i. 30% of the Insured Value if no harvest windows are recorded
- ii. 20% of the Insured Value if one harvest window is recorded
- iii. 10% of the Insured Value if two harvest windows are recorded
- iv. 0% of the Insured Value (no indemnity) if three harvest windows are recorded

9) **Production Coverage:**

Hay, silage, and forage seed crops insured in the Forage Plus Plan will receive additional yield protection over and above that offered in the Forage Basic Plan. Yield losses will be calculated through a proxy crop. All forage crops will be proxied against barley. In all cases, the five nearest insured barley crops will be assigned to the forage insurance contract by the Corporation. The actual yields from the barley proxies will be compared to the probable yield for the same five insurable crops and a weighted average calculation made to determine if the grain crops yielded less or more.

When the weighted average actual yield for barley is below the probable yield, it is expected that forage yields will have declined similar to the proxy crops.

a. Indemnity payments will be calculated at:

- i. 90% **minus** the (weighted average actual yield / **weighted** average probable yield) for the 5 closest PI clients identified by the PI agents and recorded in the Forage database, **multiplied by** (Insured Value of the Forage **Plus crop minus** Insured Value of the Forage Basic coverage (\$81)).

Total indemnity payments made in the Forage Plus Plan (both Quality Coverage and Production Coverage) cannot exceed the maximum insured value of the crops \$135 to \$270 per acre (\$150 * 90% to \$300 * 90%) LESS the insured value of the Forage Basic plan (\$81).