

CANADA-MANITOBA AgrilInsurance

<p style="text-align: center;">2019 PASTURE DAYS INSURANCE SUPPLEMENTARY TERMS AND CONDITIONS</p>
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1. **Definitions.** For the purposes of the Pasture Days Insurance Application and these supplementary terms and conditions:

“Actual Animal Unit Days” means, subject to adjustment as provided herein, the number of Animal Unit Days calculated by the Corporation on the basis of the declarations made by the Insured on the Pasture Days Spring Declaration and the Pasture Days Fall Declaration contemplated by Section 11;

“Animal Units” means the number of animal units of an Insured that the Corporation determines after applying a factor to each type of Livestock;

“Animal Unit Days” means the product of Animal Units and the number of days on Pasture Acres;

“Contract of Insurance” means the AgrilInsurance Contract;

“Designated Perils” means drought, excessive moisture, excessive rainfall, flood, frost, winterkill, hail, fire, excessive heat, wind, Big Game, disease and pests, provided the Insured establishes to the satisfaction of the Corporation that measures for control of such pests or disease were performed;

“Eligible Person”, in relation to a Pasture Days Insurance Application, means a person who

- (i) has a Contract of Insurance which is in effect or has made an application for a Contract of Insurance and, at the time the Pasture Days Insurance Application is made, has not been denied a Contract of Insurance, and
- (ii) has a minimum of 30 Animal Units under the person's day-to-day care and control;

“Livestock” means cattle, bison, horses, donkeys, mules, sheep, goats, deer, alpacas, llamas and elk registered as game production animals under The Livestock Industry Diversification Act (Manitoba);

“Normal Animal Unit Days” means the expected Animal Unit Days as determined by the Corporation;

“Pasture Acres” means any Acreage that is exclusively used by the Insured for the purpose of grazing Livestock and, for greater certainty, Pasture Acres excludes any Acreage of Select Hay Types, Acreage of Basic Hay, Acreage used for Swathgrazing, Acreage determined by the Corporation as unsuitable for grazing and Acreage on which Livestock graze on annual crops;

“Pasture Coverage Level” means 90%;

“Pasture Days Insurance Application” means the application for Pasture Days Insurance, on the form provided by the Corporation for that purpose;

“Pasture Days Insurance Indemnity” means the Pasture Shortfall multiplied by the Pasture Dollar Value;

“Pasture Dollar Value” means the amount per Animal Unit Day as determined and offered by the Corporation;

“Pasture Guarantee” means the product that is obtained, expressed in Animal Unit Days, when the Pasture Coverage Level is multiplied by the Normal Animal Unit Days;

“Pasture Shortfall” means the amount, if any, by which the Pasture Guarantee exceeds the Actual Animal Unit Days;

“Period of Insurance” means the period commencing on May 1 in any year and ending on the earlier of the Winter Feeding Date and November 30 of that same year;

“Supplemental Feed” means any feed source (other than from Pasture Acres) added to the diet of the Livestock during the Period of Insurance;

“Winter Feeding Date” means the earlier of

- (i) the date on which Supplemental Feed becomes the primary source of winter feed (meaning more than 50% of the total feed) for the Livestock, and
- (ii) the date on which the Livestock are removed from Pasture Acres, all as determined by the Corporation.

2. **Purpose.** Subject to the terms and conditions hereof, this Contract provides for a Pasture Days Insurance Indemnity caused by one or more of the Designated Perils.
3. **Pasture Days Insurance Application Deadline.** Applications and changes in selection for, or cancellation of, Pasture Days Insurance, must be made on or before March 31 of the year in which Pasture Days Insurance is to apply.

4. **Pasture Days Insurance Application.** The provisions of these Supplementary Terms and Conditions only apply to an Insured who has applied for and has been accepted by the Corporation for Pasture Days Insurance. Once accepted, the Pasture Days Insurance in respect of that Insured shall automatically renew from Crop Year to Crop Year thereafter, unless the Insured cancels such insurance in accordance with Section 3 or the Corporation ceases to offer Pasture Days Insurance and provides the Insured with notice thereof in accordance with the terms of the Contract of Insurance.
5. **Premium Discount/Surcharge.** No discount or surcharge will apply to the Premiums charged by the Corporation for Pasture Days Insurance.
6. **Claims.** Upon the receipt and review by the Corporation of the Pasture Days Fall Declaration contemplated by Section 11(ii) and any determination by the Corporation under Section 13 and/or 14 and provided there is a Pasture Shortfall as a direct result of a Designated Peril, then the Insured is entitled to a Pasture Days Insurance Indemnity.
7. **Declaration of Livestock Numbers and Pasture Acres.** The number and type of Livestock intended to be placed on Pasture Acres and the legal description of such Pasture Acres must be declared by the Eligible Person on the Pasture Days Insurance Application or, in the case of an Insured Person, on the Pasture Days Spring Declaration.
8. **Determination of Pasture Guarantee.** For purposes of determining the Pasture Guarantee and Premiums for Pasture Days Insurance, the Corporation shall use the Normal Animal Unit Days and the number and type of Livestock declared by the Insured on the Pasture Days Spring Declaration contemplated by Section 11(i).
9. **Supplemental Feeding Adjustment.** A reduction in the Normal Animal Unit Days shall be applied, in such manner and in such amount as the Corporation shall determine, in circumstances where the Insured provides Supplemental Feed to the Livestock while they are on Pasture Acres.
10. **Adjusting Coverage.** If any Pasture Acres are accepted by the Corporation for Pasture Days Insurance, the Corporation may, after completing an inspection of the Pasture Acres, deny or reduce coverage on those Acres. In such a case, the Insured's Pasture Guarantee and Premium shall be adjusted accordingly.
11. **Reporting.** An Insured must complete and file the following reports on or before the applicable dates specified below:
 - (i) a Pasture Days Spring Declaration on or before June 30 of the year in which Pasture Days Insurance is to apply confirming, among other things,
 - A. the number and type of Livestock,
 - B. the number of Pasture Acres together with the legal description thereof,

- C. the date on which the Livestock of that Insured were placed on Pasture Acres, and
- (ii) a Pasture Days Fall Declaration on or before November 30 of the year in which Pasture Days Insurance is to apply confirming, among other things, the Winter Feeding Date.

If there is a change in the number and type of Livestock on Pasture Acres or number of Pasture Acres of the Insured as reported under Section 11(i) above, or if the Insured has commenced to provide the Livestock with Supplemental Feed, that Insured must notify the Corporation immediately of any such changes. There shall be no adjustment to the Pasture Guarantee or Premium in the event of any changes as contemplated above.

12. **Late Reporting.** Notwithstanding Section 13, any report not received by the Corporation by the deadlines provided for in Section 11 will be assessed a late filing fee of \$100. If the Corporation determines that a Pasture Days Insurance Indemnity is payable, the Insured will be charged an additional late claim fee of 25% of the Pasture Days Insurance Indemnity as determined by the Corporation, subject to a maximum fee of \$1,000. Notwithstanding the foregoing, any report contemplated by Section 11 will not in any event be accepted by the Corporation if it is received by the Corporation after March 31 of the year following the year in which the report was due.
13. **Failure to Report.** If the Insured does not file the reports by the dates set forth in Section 11 or advise the Corporation of any changes in accordance therewith, the Corporation may determine the Animal Units, the Animal Unit Days and the Actual Animal Unit Days, as the case may be, of the Insured.
14. **Right to Count.** The Corporation reserves the right to verify any or all of the information or verify any or all of the numbers reported by an Insured under Section 11 by any means acceptable to the Corporation and reserves the right to correct any or all of such information or adjust any or all of such numbers accordingly.
15. **Right of Access to Land and Records.** The Corporation has a right of entry to the land and premises of the Insured, which right may be exercised by the Corporation or its agents or employees at any reasonable time or times for any purpose related to these supplementary terms and conditions. The Insured shall keep or cause to be kept such records as the Corporation may prescribe from time to time for the purposes of Pasture Days Insurance. The Corporation may require the Insured to produce or make available such records as the Corporation considers pertinent to any matter contemplated by these supplementary terms and conditions.

In the event that the Corporation exercises its rights in accordance with this Section, the Corporation shall not be responsible for any loss or damage caused by it or any of its agents, servants or employees to the Insured's land, property or premises, unless such loss or damage is the result of the willful misconduct or gross negligence of the Corporation or its agents, servants or employees.

16. **Single Form of Coverage for Pasture.** If the Eligible Person applies for Pasture Days Insurance and selects Pasture for insurance under the Contract of Insurance (or already has it in effect), only Pasture Days Insurance will take effect or will be effective, as the case may be.
17. **Forms.** All notices and reports required or permitted to be given by an Insured under these supplementary terms and conditions shall be on the forms required by the Corporation from time to time for that purpose.
18. **Capitalized Terms.** All capitalized terms which are not otherwise defined have the same meaning in these supplementary terms and conditions and in the Pasture Days Insurance Application as in the Contract of Insurance.
19. **Incorporation of Contract of Insurance.** Notwithstanding Section 34.34 of the Contract of Insurance:
 - (i) the Pasture Days Insurance Application and these supplementary terms and conditions form part of the Contract of Insurance,
 - (ii) Pasture Days Insurance is deemed to be an Additional Insurance Program under the Contract of Insurance, and
 - (iii) the Contract of Insurance is deemed to be amended to the extent contemplated by these supplementary terms and conditions.