

# CANADA-MANITOBA AgrilInsurance

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## 2019 VEGETABLE ACREAGE LOSS INSURANCE SUPPLEMENTARY TERMS AND CONDITIONS

1. **Definitions.** For the purposes of the Vegetable Acreage Loss Insurance Application and these Supplementary Terms and Conditions:

**“Commercial Vegetable Producer”** means an Insured who has Planted a minimum of three acres of an Eligible Vegetable Crop;

**“Contract of Insurance”** means the AgrilInsurance Contract;

**“Cooking Onions”** means onions grown to be marketed as large dry bulb onions, such as Spanish type onions, but excluding Other Onions;

**“Destroyed”** means the destruction of an Eligible Vegetable Crop by tillage or such other means acceptable to the Corporation;

**“Destroyed Acres”** means insured acres of Eligible Vegetable Crops that are Destroyed;

**“Early Loss Indemnity”** means 25% of the Vegetable Acreage Loss Coverage for the affected Eligible Vegetable Crop;

**“Eligible Person”**, in relation to a Vegetable Acreage Loss Insurance Application, means a person who is a Commercial Vegetable Producer and

- (i) is insured under a Contract of Insurance, or
- (ii) has made such an application and, at the time it is made, has not been denied a Contract of Insurance;

**“Eligible Vegetable Crops”** means broccoli, cabbage, cauliflower, carrots, parsnips, rutabagas, sweet corn, Winter Squash, pumpkins, peppers, leeks, Cooking Onions and Other Onions;

**“Extended Coverage Direct Seeding Period”** means the extended period for the direct seeding of an Eligible Vegetable Crop as set forth in Section 13 under the heading “Extended Coverage Direct Seeding Deadline for Reduced Vegetable Acreage Loss Coverage”;

**“Other Onions”** means all types of onions such as shallots, pearl onions, sets, boiler onions or green bunching onions, but excluding Cooking Onions;

**“Plant”**, **“Planted”** or **“Planting”** used as a verb, means, to directly seed in the Field and if plants have been raised for transplanting, to transplant in the Field;

**“Vegetable Acreage Loss Coverage”** means the dollars per acre for the relevant Eligible Vegetable Crop offered by the Corporation for the affected Crop Year;

**“Vegetable Acreage Loss Indemnity”** has the meaning given to such term in Section 18 of these Supplementary Terms and Conditions;

**“Vegetable Acreage Loss Insurance”** means insurance provided under these Supplementary Terms and Conditions;

**“Vegetable Acreage Loss Insurance Application”** means the application for Vegetable Acreage Loss Insurance, on the form provided by the Corporation for that purpose, and which is signed by an Eligible Person;

**“Winter Squash”** means a species within the squash genus *Cucurbita* which forms an inedible, thick, hard rind and can include acorn squash, spaghetti squash, butternut squash or other species as accepted by the Corporation.

2. **Purpose.** Subject to the terms and conditions hereof, these Supplementary Terms and Conditions provide for a Vegetable Acreage Loss Indemnity caused by one or more of the Designated Perils.
3. **Vegetable Acreage Loss Insurance Application Deadline.** Applications and changes in selection for, or cancellation of, Vegetable Acreage Loss Insurance, must be made on or before March 31 of the year in which Vegetable Acreage Loss Insurance is to apply.
4. **Eligibility.** Only an Eligible Person may apply for Vegetable Acreage Loss Insurance. Eligible Vegetable Crops are not eligible for insurance under Crop Coverage Plus.
5. **Landlords.** A Landlord is not eligible for Vegetable Acreage Loss Insurance.
6. **Vegetable Acreage Loss 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 Vegetable Acreage Loss Insurance. Once accepted, the Vegetable Acreage Loss 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 Vegetable Acreage Loss Insurance and provides the Insured with notice thereof in accordance with the terms of the Contract of Insurance.
7. **Premium Discount/Surcharge.** No discount or surcharge will apply to the Premiums charged by the Corporation for Vegetable Acreage Loss Insurance.
8. **No Stage Indemnities or Reseeding Benefit.** Subject to Section 17, Eligible Vegetable Crops are not eligible for a Stage Indemnity or a Reseeding benefit under the Contract of Insurance.
9. **Period of Insurance.** Subject to these Supplementary Terms and Conditions and the Contract of Insurance, Vegetable Acreage Loss Insurance is effective from the date of Planting until, in the same Crop Year, the earlier of:
  - (i) the day when, in the opinion of the Corporation, the Harvesting of the crop should have been completed, or in the case of Eligible Vegetable Crops that require multiple Harvests on the same Acreage, the time at which the first Harvest on that Acreage is completed; and
  - (ii) November 30.
10. **Irrigation Requirement.** For Eligible Vegetable Crops to qualify for Vegetable Acreage Loss Insurance, the Acreage of Eligible Vegetable Crops must be irrigated in a manner satisfactory to the Corporation as evidenced by the requirements on file with any insurance office of the Corporation. If any such Acreage is not so irrigated, that Acreage is not eligible for insurance under these Supplementary Terms and Conditions and no Premium is payable by the Insured in respect of that Acreage.

11. **Single Form of Coverage for Eligible Vegetable Crops.** A Commercial Vegetable Producer may select an Eligible Vegetable Crop for Vegetable Acreage Loss Insurance only if that Eligible Vegetable Crop has not been selected for insurance under AgrilInsurance pursuant to a Contract of Insurance. If the Commercial Vegetable Producer selects both Vegetable Acreage Loss Insurance and AgrilInsurance for the same type of Eligible Vegetable Crop, only Vegetable Acreage Loss Insurance will take effect.
12. **Minimum Acres.** A minimum of three acres of an Eligible Vegetable Crop must be Planted in order for that crop to be insured under Vegetable Acreage Loss Insurance.
13. **Planting Deadlines.** Vegetable Acreage Loss Insurance is not available for any Acreage of Eligible Vegetable Crops Planted after the following dates:

Eligible Vegetable Crop	Direct Seeding Deadline	Extended Coverage Direct Seeding Deadline for Reduced Vegetable Acreage Loss Coverage	Transplant Deadline
Cauliflower	May 25	May 26 through to and including May 30	July 15
Cooking Onions, Other Onions and Parsnips	June 6	June 7 through to and including June 11	not applicable
Cabbage	June 6	June 7 through to and including June 11	July 15
Carrots	June 15	June 16 through to and including June 20	not applicable
Sweet Corn	June 10	June 11 through to and including June 15	not applicable
Rutabagas	June 20	not applicable	not applicable
Broccoli	June 30	not applicable	July 15
Peppers	not applicable	not applicable	June 10
Leeks	not applicable	not applicable	June 15
Pumpkins and Winter Squash	June 6	June 7 through to and including June 11	June 20

14. **Extended Coverage Direct Seeding Period.** No insurance will be provided under these Supplementary Terms and Conditions if an Eligible Vegetable Crop is Planted after the applicable deadline(s) for that crop as set forth in Section 13 above. For Acreage of an Eligible Vegetable Crop seeded during the Extended Coverage Direct Seeding Period for that Eligible Vegetable Crop as set forth in Section 13, the Vegetable Acreage Loss Coverage for that Eligible Vegetable Crop on such Acreage will be reduced by 20%. The Premium for that Acreage will not be adjusted.
15. **Seeded Acreage Report – Broccoli, Cauliflower and Cabbage.** If the Insured has selected and Planted broccoli, cauliflower or cabbage as an Eligible Vegetable Crop, the Insured shall file an additional Seeded Acreage Report for all Acreage of such crop(s) on or before July 31 of the Crop Year in which the crop was Planted. Such additional Seeded Acreage Report supplements and amends the Seeded Acreage Report required to be filed under Part 7 of the Contract of Insurance.
16. **Notice of Loss.** If an Eligible Vegetable Crop has been lost or damaged as a result of one or more of the Designated Perils for that crop, the Insured must notify the Corporation within three days of such loss or damage occurring, but in any case, before the affected Eligible Vegetable Crop is Destroyed or Reseeded.

17. **Early Loss Indemnity.** If loss or damage has occurred to an Eligible Vegetable Crop before the Extended Coverage Direct Seeding Period deadline for that Eligible Vegetable Crop as set forth in Section 13, as a result of one or more of the Designated Perils, the Insured is eligible for an Early Loss Indemnity on all Acreage of the affected Eligible Vegetable Crop that, with the prior written consent of the Corporation, is Destroyed, provided the affected Acreage is in contiguous blocks of two acres or more. If the affected Acreage is subsequently Planted to the same Eligible Vegetable Crop as was lost or damaged, the insurance that remains in force for that Acreage shall be reduced by the amount of the Early Loss Indemnity payable in accordance with this Section. If the affected Acreage is subsequently Planted to a different Eligible Vegetable Crop, the Insured must pay the full Premium on the new Eligible Vegetable Crop as well as the Premium on the damaged crop and the new Eligible Vegetable Crop is insured under the provisions of these Supplementary Terms and Conditions.
18. **Vegetable Acreage Loss Indemnity.** An indemnity for loss or damage to Eligible Vegetable Crops is calculated in accordance with the following formula:  
$$(\text{Destroyed Acres} - \text{Deductible}) \times \text{coverage per acre}$$
where Deductible means 10% of the total Insured Acreage of the affected Eligible Vegetable Crop.
19. **Payment of Vegetable Acreage Loss Indemnity.** A Vegetable Acreage Loss Indemnity is only payable to an Insured if, following the assessment by the Corporation of the loss or damage to the Eligible Vegetable Crop and provided the Corporation has given the Insured written permission, the Acreage of the affected Eligible Vegetable Crop is Destroyed by tillage or such other means acceptable to the Corporation and all such Acreage is in contiguous blocks of two acres or more. Notwithstanding the foregoing, the Insured may Harvest such percentage of the Production from the affected Acreage as the Corporation may determine in accordance with tables maintained by, and on file with, the Corporation. Where the Eligible Vegetable Crop on the affected Acreage has been Destroyed or such Acreage has been put to another use, without the prior written consent of the Corporation, the Insured will not be entitled to any indemnity.
20. **Farm Products Marketing Act.** If an Eligible Vegetable Crop is a regulated product as defined in Section 1 of The Farm Products Marketing Act (Manitoba), Vegetable Acreage Loss Insurance is only available for that Eligible Vegetable Crop if the Insured has valid arrangements in place for the marketing and sale of all of the Eligible Vegetable Crop in compliance with that Act and the regulations and orders under it.
21. **Capitalized Terms and Interpretation.** All capitalized terms which are not otherwise defined have the same meaning in these Supplementary Terms and Conditions and in the Vegetable Acreage Loss Insurance Application as in the Contract of Insurance.
22. **Incorporation of Contract of Insurance.** Notwithstanding Section [34.34] of the Contract of Insurance:
- (i) the Vegetable Acreage Loss Insurance Application and these Supplementary Terms and Conditions form part of the Contract of Insurance;
  - (ii) Vegetable Acreage Loss 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.