



# CONTRACT OF INSURANCE

LIVESTOCK PRICE INSURANCE  
(LPI)



## LIVESTOCK PRICE INSURANCE

**Appendix**FORM A  
[Subsection 7(1)]**Contract of Livestock Price Insurance****Part 1 General Provisions**

The Saskatchewan Crop Insurance Corporation is authorized by *The Saskatchewan Crop Insurance Corporation Act* and the regulations made pursuant to that Act to provide a livestock price insurance program. Pursuant to such authority, the Saskatchewan Crop Insurance Corporation will insure eligible persons under a Price Insurance Policy or a Basis Insurance Policy covering Eligible Livestock, subject to the terms and conditions of this Contract of Insurance.

In consideration of the payment of the Premium and of the statements made in the Application, the Insurer will indemnify the Producer with respect to Claims made under a Price Insurance Policy or a Basis Insurance Policy.

This Contract of Insurance only governs Policies offering Price Insurance and Basis Insurance for Eligible Livestock. No coverage is provided pursuant to this Contract of Insurance or any Policy issued pursuant to this Contract of Insurance for mortality, disease, marketing or other form of loss.

**A. Definitions**

The following definitions apply to all parts of this Contract of Insurance unless stated otherwise in the Insuring Agreement.

1. **Act** means *The Saskatchewan Crop Insurance Corporation Act*.
2. **Application** means the application for subscription signed by the Producer to whom this Contract of Insurance applies.
3. **Basis Insurance Policy** means a Policy that provides the Producer protection in the event that the appropriate basis Settlement Index is less than an Insured Basis Index during the appropriate Claim period as described in an Insuring Agreement.
4. **Business Hours** means the hours available for the purchase of a Policy or the filing of a Claim.
5. **Calendar of Insurance** means the calendar published from time to time by the Program Administrator specifying dates and times of purchase and Claim availability for each type of Policy.
6. **Canada** means the Government of Canada as represented by the Minister of Agriculture and Agri-Food.
7. **Claim** means the process whereby the Producer initiates Settlement of some or all of the Insured Weight covered under a Policy issued under this Contract of Insurance.
8. **Claim Window** means the four-week period at the end of the duration of a cattle Policy during which the Producer is eligible to make a Claim.
9. **Contract of Insurance** means this Contract of Insurance between the Insurer and the Producer under which Policies containing specific coverage details may be issued.
10. **Effective Date** means the first day that a Policy is in effect.

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11. **Eligible Livestock** means beef cattle or hogs that are covered by an Insuring Agreement.
12. **Expiration Date** means the last day that a Policy is in effect.
13. **Indemnity** means the compensation paid to the Producer, as specified in the Price Insurance Policy or Basis Insurance Policy, for Settlement of a Claim or Claims.
14. **Indian band** means a band as defined in the *Indian Act* (Canada), and includes the council of a band.
15. **Insurable Period** means the total length of time that a Policy is in effect.
16. **Insured Basis Index** means a value expressed in dollars per Unit, which has been or may be selected by the Producer to insure Eligible Livestock, representing an estimated future value at the time of Settlement. An Indemnity is recoverable under a Basis Insurance Policy if the actual value per Unit at the time of Settlement is below the Insured Basis Index.
17. **Insured Livestock** means Eligible Livestock that are insured.
18. **Insured Price Index** or **Insured Price** means a price level, which has been or may be selected by the Producer to insure Eligible Livestock, expressed in dollars per Unit representing an estimated future price at the time of Settlement. An Indemnity is recoverable under a Price Insurance Policy if the actual price per Unit at the time of Settlement is below the Insured Price Index or Insured Price.
19. **Insured Weight** means the total combined weight of Eligible Livestock that has been selected for insurance under a Policy.
20. **Insurer** means the Saskatchewan Crop Insurance Corporation.
21. **Insuring Agreement** means one or more of the Parts that follow Part 1 of this Contract of Insurance.
- 21.1. **On Account** means the purchase of a Policy, with payment for that Policy to be made at a later date.
22. **Owner** means the person or persons who own the livestock or an interest in the livestock.
23. **Policy** means an Insurance Policy issued under this Contract of Insurance.
24. **Premium** means the dollar amount required to be paid by the Producer as consideration for a specified time period and amount of coverage under a Policy.
25. **Premium Schedule** means a list of premium rates per Unit of Eligible Livestock insured for each Insured Price Index (or Insured Price) or Insured Basis Index and Insurable Period combination being offered.
26. **Price Insurance Policy** means a Policy that provides the Producer protection in the event that the Settlement Index (or Settlement Price) as defined in the specific Insuring Agreement is less than the Insured Price Index (or Insured Price).
27. **Producer** means:
  - (a) an individual,
  - (b) a partnership,

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- (c) a joint venture,
  - (d) a corporation, or
  - (e) an Indian band, whose name appears on the Application and to whom this Contract of Insurance is issued.
28. **Program** means the Livestock Price Insurance program as described in the Regulations.
  29. **Program Administrator** means the Agriculture Financial Services Corporation (AFSC) established pursuant to the *Agricultural Financial Services Act* (Alberta), which is responsible for delivering the Program on behalf of the Insurer.
  30. **Regulations** means *The Livestock Price Insurance Regulations* (Saskatchewan) made pursuant to the Act.
  31. **Request to Purchase** means the documentation needed by the Insurer or the Program Administrator from the Producer for Policy purchases not made online.
  32. **Settlement** means the process of determining the Indemnity payable under a Policy and issuing payment, if any, to the Producer.
  33. **Settlement Index** or **Settlement Price** means the basis or price calculated for Eligible Livestock in Western Canada that is used during the Claim Window to determine whether the Producer will receive an Indemnity payment.
  34. **Statement of Coverage and Premium** means the notification provided to the Producer confirming purchase of a Policy or Policies.
  35. **Status Indian** means a person entitled to be registered within the meaning of section 6 of the *Indian Act* (Canada).
  36. **Unit** means the measure used to denote Insured Weight.
  37. **Western Canada** means the provinces of British Columbia, Alberta, Saskatchewan and Manitoba.
  38. **LPI** means the Livestock Price Insurance program;
  39. **LPI Office** means any local office of the Saskatchewan Crop Insurance Corporation;
  40. **LPI Website** means the public website for the program ([www.lpi.ca](http://www.lpi.ca)).

**B. Effective Date of Contract of Insurance and Effective Date of Insurance Coverage**

1. This Contract of Insurance commences on the date on which the Application is signed by the Producer and is accepted by the Insurer.
2. This Contract of Insurance is a continuous contract that remains in force until it is cancelled or terminated in accordance with this Contract of Insurance.
3. No insurance coverage is in effect under this Contract of Insurance until a Policy under this Contract of Insurance has been issued by the Insurer.
4. A Policy under this Contract of Insurance is not continuous and applies only for the term of the Insurable Period.

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5. Notwithstanding anything else in this Contract of Insurance, the Insurer is not obligated at any time to issue a Policy.

**C. Description of Insurance Coverage**

1. **Price Insurance Policy:** The maximum dollar coverage provided under a Price Insurance Policy is an amount equal to the product of the Insured Weight and the Insured Price Index (or Insured Price) as specified in the Insuring Agreement.
2. **Basis Insurance Policy:** The maximum dollar coverage provided under a Basis Insurance Policy is an amount equal to the product of the Insured Weight and (\$100/Unit plus the Insured Basis Index).
3. **Insured Weight:**
  - (a) The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in the Insurer's opinion, could reasonably be expected given the number and age of Eligible Livestock owned by the Producer.
  - (b) If, in the Insurer's opinion, the Insured Weight exceeds the weight that could reasonably be expected:
    - (i) the Policy or Policies, as the case may be, are void, and
    - (ii) the Insurer has the right to retain any Premiums paid by the Producer.
  - (c) The estimated Insured Weight of Eligible Livestock to be covered under a Policy shall include consideration of normal death loss using industry standards.
4. If a Producer experiences death loss on Eligible Livestock in excess of industry standards:
  - (a) If the deaths are, as determined by the Insurer, due to circumstances beyond the Producer's control:
    - (i) the Premiums on the Insured Weight associated with the dead livestock shall be retained by the Insurer, and
    - (ii) under the Policy in effect, the Producer may be eligible for Indemnities on the Insured Weight associated with the dead livestock.
  - (b) If the deaths are, as determined by the Insurer, due to circumstances that are not beyond the Producer's control:
    - (i) the Insurer may retain the Premium, and
    - (ii) the Insurer may declare void any Policies in effect or require that the Producer repay any Indemnities paid in respect of the said livestock.
  - (c) In the event of death loss among Insured Livestock, the Producer must keep proper records of the death loss for purposes of verifying the Insured Weight.

**D. Purchasing an Insurance Policy**

1. The Program Administrator will provide a Premium Schedule for Insured Price Index and Insured Basis Index options for the Insurable Periods offered. The

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Program Administrator reserves the right to change Premium Schedules at any time.

2. The Producer may purchase a Policy during Business Hours by completing and submitting a Request to Purchase in a format provided by the Insurer.
3. A Policy comes into effect when:
  - (a) the Producer has notified the Insurer of the Producer's choice of Policy option, Insurable Period, Insured Weight, and Insured Price Index or Insured Basis Index, as the case may be, and
  - (b) the Insurer has received confirmation of payment of the total Premium due as consideration for the coverage requested, or the Producer makes a commitment to pay the Premium.

### **E. Eligibility of Producers**

1. A Producer in Western Canada is eligible to participate in the Program if the Producer reports farm income (or loss) for tax purposes in the province in Western Canada in which the Contract of Insurance is issued, is the owner of the Eligible Livestock, and, if insuring as an individual, is of the full age of majority in the province in Western Canada in which the Livestock Price Insurance is purchased;
2. A Producer is required to file farming income and expense details for income tax purposes in the province in Western Canada in which the Livestock Price Insurance is purchased. New Producers who were not previously required to report farm income (or loss) may participate in the Program if they intend to file farm income (or loss) as required.
3. A Status Indian who carries on livestock operations on a reserve in Western Canada and has not filed returns for income tax purposes is eligible to participate in the Program if he or she otherwise meets the eligibility requirements for the Program.
4. If a Producer carries on livestock operations in more than one province in Western Canada, the Producer is eligible for the Program in the province in which the majority of the Producer's income from Eligible Livestock is reported under the *Income Tax Act* (Canada).
5. If the ownership of the Eligible Livestock is shared with another party; the Producer is considered the owner of the Eligible Livestock only to the extent of the individual Producer's share.
6. A member of a feeder association or feeder cooperative who feeds Eligible Livestock pursuant to an agreement with that feeder association or feeder cooperative is considered the owner of the livestock.
7. A feeder association, feeder cooperative, financial institution or private lender having only a security interest in the Eligible Livestock will not be considered eligible for insurance for the purposes of the Program.
8. Estates of deceased persons are eligible if they otherwise meet the eligibility requirements specified in this Section E. These requirements may be met through a combination of activities performed by the Producer during his or her lifetime and by the Producer's estate.
9. A Producer may delegate authority for his or her Livestock Price Insurance to an authorized representative to act or receive information on the Producer's behalf.

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A representative may be authorized by completing the Authority Form and submitting it to the Insurer.

### **F. Limitation of Offering**

1. The Program Administrator will make all efforts that it considers reasonable to make a Premium Schedule available during Business Hours.
2. The Program Administrator or Insurer may, in its sole discretion and at any time, suspend the sale of new Policies if:
  - (a) the total Insured Weight covered under all Policies sold to all Producers in a particular day or in the aggregate exceeds a pre-determined maximum amount as determined by the Insurer,
  - (b) the total Insured Weight covered under all Policies sold to any one Producer either in the aggregate, or on a particular day exceeds a predetermined maximum amount as determined by the Insurer,
  - (c) one or more of the associated market indicators has experienced excessive price movement as determined by the Insurer, and the Insurer is unable to determine appropriate Premium levels, or
  - (d) for any other reason, the Program Administrator, the Insurer, or Canada believes that the Program may be exposed to unacceptable risk.
3. A suspension of sales of new Policies has no effect on existing Policies purchased on the same day or on any other day when such suspension is not in effect.

### **G. Verification**

1. If requested to do so by the Insurer, the Producer shall provide evidence satisfactory to the Insurer that the Producer has met the terms and conditions of this Contract of Insurance.
2. The Insurer has the right to perform on-site inspections and access any information it deems necessary to verify the ownership, weight or disposition of any Insured Livestock. If the Producer refuses to grant access to the Insurer for such purpose, the Insurer may deny payment of any Indemnity under the Producer's Policy and require that the Producer repay any Indemnities paid to the Producer.
3. The Producer shall, for a period of three years after the Expiration Date of any Policy, maintain and keep complete records of the ownership of the Producer's share and the disposition of all the livestock that were insured under that Policy and, if requested to do so by the Insurer, produce such records to the Insurer within 15 days of such request. If the Producer fails to maintain and keep such records or produce them on request, the Insurer is entitled, in its sole discretion, to deny payment of any Indemnity under the Policy and may require the Producer to repay any Indemnities paid.

### **H. Payments of Premiums and Interest**

1. The Program Administrator shall calculate and determine the Premium and any discounts, surcharges and interest that apply.
2. The Insurer may, at its discretion, allow a Producer to purchase a Policy On Account. The Insurer may cease to offer purchasing On Account for future Policies at any time without notice to the Producer. If payment On Account is permitted, the Premium, surcharges and interest billed must be paid in full on the Expiration

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Date of the Policy. If payment On Account is not permitted, the Premium and surcharges are due and payable on the date of the Statement of Coverage and Premium, and moneys must be received before the 16th day following the purchase of a Policy. If moneys for the purchase of a Policy for which payment On Account is not permitted are not received before the 16th day following the purchase of the Policy, the Producer's Policy may be cancelled.

3. A Producer that is permitted to purchase a Policy On Account shall pay interest on any unpaid Premium. Interest accrues on and from the 16th day after the day on which the Policy is purchased and is payable by the Producer on the first day of the month following the month in which interest begins to accrue and on the first day of each following month until the balance outstanding is paid. If no balance is outstanding on the date on which interest charges are posted, no interest is to be charged for the previous month. The interest rate is the aggregate of two per cent (2%) per year and the Canadian Imperial Bank of Commerce prime rate adjusted quarterly on the last day of March, June, September and December.

4. A Producer that is permitted to purchase a Policy On Account shall pay any outstanding Premium, surcharges and interest no later than the Expiration Date of the Policy.

5. If a payment of Indemnity is determined under a Policy and the Producer owes moneys to the Insurer, the Insurer may set-off the moneys owing by the Producer against the Indemnity payment.

6. If a Premium for a Policy, any portion of a Premium, or any surcharge or interest remains unpaid on the Expiration Date of the Policy, the Insurer may collect the moneys owing from the Producer, or from any party to whom the Producer has assigned the Producer's rights, by any means authorized by law in Saskatchewan.

7. Restrictions may be applied to future purchases of a Policy by an insured Producer that has failed to comply with the requirements of this Section.

8. The Producer shall pay interest on amounts that have been paid to the Producer to which the Producer was not entitled. Interest accrues on and from the day on which the Producer receives the amounts to which the Producer was not entitled, and is payable by the Producer on the first day of each following month until the balance outstanding is paid. The interest rate is the aggregate of two percent (2%) per year and the Canadian Imperial Bank of Commerce prime rate adjusted quarterly on the last day of March, June, September and December.

### **I. Payment of Indemnity**

1. The Program Administrator will endeavour to process and pay all valid Claims in a timely manner, but under no circumstances shall the Program Administrator be liable to the Producer or the Producer's representatives or creditors for any interest, loss of interest or damage resulting from delays or failure to pay an Indemnity. The Program Administrator neither represents nor warrants to the Producer that an Indemnity or any other payment will be made in a timely manner.

2. If the Insurer disputes the Producer's Claim, until the dispute is resolved, the Insurer may withhold all Indemnity payments and may elect not to refund any Premiums determined to be owed by the Producer.

### **J. Assignment of Indemnity**

The Producer may assign the right to an Indemnity if:



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- (a) the assignment is in a form approved by the Insurer, (b) the Insurer has received a copy of the assignment, and
- (c) the assignment has been accepted in writing by the Insurer.

**K. Deductions from Indemnity**

1. By virtue of the Act, the Insurer is entitled to deduct from an Indemnity any amount that is due and payable by the Producer, including:
  - (a) unpaid Premiums due by the Producer for programs administered by the Insurer according to the Act,
  - (b) money that has been paid to the Producer to which the Producer was not entitled.
2. The Insurer may be required by legal process to deduct amounts from an Indemnity otherwise payable.

**L. Reconsideration**

1. If a dispute arises regarding a determination arising out of or relating to this Contract of Insurance or any Policy issued under this Contract of Insurance, and if, after trying to resolve the dispute directly with the Insurer, the Producer remains unsatisfied, the Producer may make a written request to the Insurer for reconsideration.
2. Within 30 days of a determination made by the Insurer, the Producer may request in writing that the Insurer reconsider the determination.
3. The Insurer shall reconsider the determination made and may confirm, reverse or vary the determination in its sole discretion. The decision of the Insurer after a reconsideration is the final decision and may not be further reconsidered.
4. The Insurer, if satisfied that the initial determination made was incorrect, may in its sole discretion revise a determination made by the Insurer.
5. The Insurer shall complete any revision of a determination within 6 years after the initial determination.
6. The Insurer is not liable for the payment of damages, legal fees or other charges in connection with any disputed or reconsidered claim brought forward for reconsideration, whether the determination was confirmed, reversed, varied, found to be incorrect, or revised.

**M. Misrepresentation or Misconduct**

1. If the Insurer, in its sole discretion, determines that the Producer or the Producer's representative has made a false or misleading statement to the Insurer, the Producer will not be entitled to any Indemnity pursuant to any Policy between the Producer and the Insurer.
2. If, in the Insurer's opinion, the Producer has made a false or misleading statement to the Insurer, and the Producer has already received an Indemnity associated with that false or misleading statement, the Insurer may require that the Producer repay that Indemnity.
3. If any loss claimed by the Producer results from any false or misleading statement to the Insurer, the Insurer may, in its sole discretion, elect not to refund to the Producer any portion of the Premium.

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**N. Notices and Payments**

1. Except as stated otherwise in this Contract of Insurance, any notice, except a Claim, made under this Contract of Insurance by either party to the other party, and any payment by the Insurer to the Producer, shall be personally delivered, sent by mail or sent by facsimile or other electronic means of communication as follows:
  - (a) if to the Producer, to the address or facsimile number provided to the Insurer,
  - (b) if to the Insurer, to Saskatchewan Crop Insurance Corporation, Box 3000, 484 Prince William Drive, Melville, SK, S0A 2P0 or by fax to (306) 728-7202.
2. A payment to the Insurer by the Producer shall be made:
  - (a) by e-payment through the LPI Website, or
  - (b) by delivering it, or sending it by mail, to any LPI Office.
3. Any party may change their address by giving written notice of the change to the other party.
4. All notices sent by mail shall be deemed to have been received on the fifth (5th) business day after the date on which the same was postmarked. If there is disruption, strike or interruption of postal service after mailing and before receipt or deemed receipt, such notice shall be deemed to have been received on the fifth (5th) business day following full resumption of postal service.
5. A notice received by the Insurer by electronic means or by telephone is deemed to have been received on the date and time shown on the record of receipt.
6. Payment received by the Insurer is deemed to have been received on the date shown on the record of receipt.
7. A notice given or a payment made by personal delivery to any LPI Office that is only open for business on a part-time basis is deemed to have been received on the next business day following the date of delivery that the LPI Office is open for business. If notice or payment is required before the next business day that the LPI Office is open for business, notice shall be given or payment made by one of the other methods provided for in this section.

**O. Transfer, Cancellation or Termination of Contracts of Insurance and Policies**

1. Either party may cancel this Contract of Insurance at any time by providing written notification to the other party. If this occurs, the Contract of Insurance shall end on the expiration of all Policies issued pursuant to the Contract of Insurance.
2. Subject to Section K (Deductions from Indemnity) and Section M (Misrepresentation or Misconduct), the Producer shall not transfer, assign or otherwise dispose of any of the Producer's rights and benefits under this Contract of Insurance to any person without the prior written consent of the Insurer.
3. A Producer may cancel a Policy by providing written notification to the Insurer, on a form approved by the Insurer, with full premium deemed earned and payable. This termination is effective on receipt of the written request from the Producer.
4. The Insurer may cancel the Contract of Insurance effective immediately and may cancel any outstanding Policies, and the Producer forfeits the right to receive

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any payment of Indemnity or refund of Premiums, if the Insurer, in its sole discretion, determines that the Producer has:

- (a) failed or neglected to pay the Premium , any portion of any Premium or any surcharge or interest,
- (b) failed or neglected to reimburse, or undertake to reimburse, the Insurer for any overpayment of indemnities that the Insurer determines are owed by the Producer,
- (c) breached any term of this Contract of Insurance,
- (d) ceased to qualify as a Producer,
- (e) failed to cooperate with the Program Administrator or the Insurer, or
- (f) made to the Insurer any false or misleading statement or representation under a Policy pursuant to this Contract of Insurance.

5. After three consecutive years since expiry of the last active Policy, the Insurer may cancel this Contract of Insurance unless the Producer requests in writing that it not be cancelled.

**P. Amendments**

1. The Insurer reserves the right to change, modify or otherwise alter the terms and conditions of this Contract of Insurance.
2. The Insurer and Canada reserve the right, in their sole discretion, to change, modify or otherwise alter their methodology or procedures as deemed necessary due to changing events and circumstances.
3. Any such changes are effective immediately and are binding on all Producers with respect to any current or future Policies. Amended methodology or procedures will be made available to the Producer. The Producer is deemed to have accepted the amended terms and conditions if the Producer participates or continues to participate after the latter of:
  - (a) the notice of the amendment, or
  - (b) the date on which the amendment comes into effect.
4. Amendments to this Contract of Insurance are subject to the provisions of the Act and the Regulations.

**Q. Authorization**

1. The Producer may, by written authorization in a form acceptable to the Insurer, authorize a representative to act on the Producer's behalf in all matters concerning the Producer's insurance under this Contract of Insurance.
2. A representative of the Producer may act on the Producer's behalf under this Contract of Insurance if:
  - (a) before acting on the Producer's behalf, the representative has written authorization from the Producer to act on the Producer's behalf,
  - (b) on the request of the Insurer, the representative provides documentation evidencing such authorization, in a form acceptable to the Insurer, and
  - (c) the eligibility criteria outlined in this Contract of Insurance are met.
3. The Producer may, by written authorization in a form acceptable to the Insurer, name a person who is able to receive information about the Producer's insurance,

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but who does not have authority to act on the Producer's behalf in all matters concerning the Producer's insurance.

4. Any notice, claim or document completed and signed by the Producer's duly authorized representative is binding on the Producer.

### **R. Waiver**

1. The Insurer may waive the performance of any term or condition in this Contract of Insurance that requires the Producer to do something. Such waiver to be effective must be in writing. A waiver by the Insurer only applies to the specific thing waived at the specific time and may not serve as a waiver of any other breach of this Contract of Insurance.

2. The rights, remedies and privileges of the Insurer under this Contract of Insurance are cumulative and any one or more may be exercised.

### **S. Liability if More than One Person is the Producer**

If more than one person is the Producer, any obligations of the Producer are binding on all such persons jointly and severally.

### **T. Applicable to Every Policy**

This Contract of Insurance applies to every Policy issued pursuant to this Contract of Insurance.

### **U. Severability**

If any provision of this Contract of Insurance is illegal, invalid or unenforceable, that provision is severable and the remaining provisions of this Contract of Insurance remain in full force. They are binding on the parties as though such unenforceable provision had never been included.

### **V. Time of the Essence**

Time is of the essence in this Contract of Insurance.

### **W. Binding Effect**

This Contract of Insurance shall be for the benefit of and binds the heirs, executors, successors and assigns of the parties.

### **X. Canadian Currency**

All references to dollar amounts in this Contract of Insurance are in Canadian currency.

### **Y. Headings**

The headings in this Contract of Insurance have been included for convenience only and do not define, limit or enlarge the scope or meaning of this Contract of Insurance or any part of it.

### **Z. Governing Law**

This Contract of Insurance is governed by the laws of the Province of Saskatchewan.

## **Part II Fed Cattle Insuring Agreement A. Definitions**

For the purposes of this Insuring Agreement:

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1. **Basis Insurance Policy** means a policy that provides the Producer protection in the event that the Fed Cattle Basis Settlement Index is less than the Fed Cattle Insured Basis Index during the week(s) of the Claim Date(s).
2. **Claim Date** means the date during the Claim Window on which a Claim is made by the Producer or on the Producer's behalf. Since a Policy allows for partial Claims (i.e. on a portion of the total Units insured), there may be more than one Claim Date on a Policy.
3. **Claim Window** means the four-week period immediately before and including the Expiration Date of a Policy issued under this Contract of Insurance during which the Producer is eligible to make a Claim, except as specified in the Calendar of Insurance.
4. **Fed Cattle** means bovines that are at least 500 pounds at the Effective Date, are intended by the Producer for slaughter, and must reasonably be expected to yield Grade A or better at the time of slaughter.
5. **Fed Cattle Basis Settlement Index** means the weighted average weekly basis for Fed Cattle intended for slaughter in the Province of Alberta, established in accordance with the Alberta-U.S. basis-setting methodology as determined by the Program Administrator and posted to the LPI Website.
6. **Fed Cattle Insured Basis Index** means the basis level expressed in dollars per Unit below which an Indemnity is recoverable under a Basis Insurance Policy, established in accordance with the methodology as determined by the Program Administrator and posted to the LPI Website.
7. **Fed Cattle Insured Price Index** means the price level expressed in dollars per Unit below which an Indemnity is recoverable under a Price Insurance Policy, established in accordance with the methodology as determined by the Program Administrator and posted to the LPI Website.
8. **Fed Cattle Price Settlement Index** means the weighted average weekly price of Fed Cattle intended for slaughter in the Province of Alberta, expressed in dollars per Unit, established in accordance with the price setting methodology as determined by the Program Administrator and posted to the LPI Website.
9. **Hundred Weight (cwt)** means 100 pounds of live weight or live weight equivalent Fed Cattle and is the unit used to denote Insured Weight.
10. **Price Insurance Policy** means a Policy that provides the Producer protection in the event that the Fed Cattle Price Settlement Index is less than the Fed Cattle Insured Price Index during the week(s) of the Claim Date(s).

**B. Insurable Livestock**

Fed Cattle are insurable under a Policy issued under this Contract of Insurance if the Producer finishes the Fed Cattle for at least the four-week period immediately before the Claim Window for that Policy.

**C. Description of Insurance Coverage**

1. The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in the Insurer's opinion, could reasonably be expected given the number and age of Fed Cattle owned by the Producer.
2. The maximum allowable rate of gain that may be assumed for the purposes of estimating the Insured Weight is four (4) pounds per day.

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### **D. Filing a Claim**

1. The Producer may file a Claim by completing and submitting it to the Insurer in an electronic or paper format provided by the Insurer. The Claim must specify the Policy number and the number of Units of Insured Livestock that are being claimed.
2. The Producer may file a Claim only on or after the first day of the Claim Window as specified in the Policy and before the Expiration Date.
3. The Insurer will review any Policy with an Insured Weight that has not yet had a Claim made against it by the last day of the Claim Window, verify the Producer's entitlement to an Indemnity and, if applicable, calculate and pay the Indemnity. The Insurer shall calculate the Indemnity for all Producers in this situation as if the unclaimed Insured Weight had been claimed during the final week of the Claim Window.
4. The Producer must file a Claim during Business Hours. If the Insurer receives any Claim after this time, the Insurer reserves the right to receive the Claim as if it were filed during Business Hours of the next day on which a Claim can be made.
5. The Insurer may extend or suspend the Claim Window if the Insurer considers it appropriate to do so.

### **E. Determination of Amount of Indemnity**

1. The Producer is entitled to an Indemnity under a Price Insurance Policy if the Fed Cattle Price Settlement Index for the week of the Claim Date is less than the Fed Cattle Insured Price Index applicable for that Policy. In such event, the dollar value of the Indemnity is equal to the Fed Cattle Insured Price Index less the Fed Cattle Price Settlement Index multiplied by the Units claimed during the week of the Claim Date.
2. The Producer is entitled to an Indemnity under a Basis Insurance Policy if the Fed Cattle Basis Settlement Index for the week of the Claim Date is less than the Fed Cattle Insured Basis Index applicable for that Policy. In such event, the value of the Indemnity is equal to the Fed Cattle Insured Basis Index less the Fed Cattle Basis Settlement Index multiplied by the Units of Fed Cattle claimed during the week of the Claim Date, subject to the maximum dollar coverage as specified in Section C.2. (Description of Insurance Coverage) under Part I of this Contract of Insurance.
3. The Program Administrator reserves the right to reassess any Claims paid in error and to require the Producer to return any Indemnities paid in error.

### **Part III Feeder Cattle Insuring Agreement A. Definitions**

For the purposes of this Insuring Agreement:

1. **Claim Date** means the date during the Claim Window on which a Claim is made by the Producer or on the Producer's behalf. Since a Policy allows for partial Claims (i.e. on a portion of the total Units insured), there may be more than one Claim Date on a Policy.
2. **Claim Window** means the four-week period immediately before and including the Expiration Date of a Policy issued under this Contract of Insurance during which the Producer is eligible to make a Claim, except as specified in the Calendar of Insurance.
3. **Feeder Cattle** means bovines that are nearly weaned or weaned from the cow and are on a backgrounding ration not intended to finish the animal.

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4. **Feeder Cattle Insured Index** means the price level expressed in dollars per Unit below which an Indemnity is recoverable under a Price Insurance Policy, established in accordance with the methodology as determined by the Program Administrator and posted to the LPI Website.

5. **Feeder Cattle Settlement Index** means the weekly average price of feeder cattle sold through auction in the Western Canadian location relevant to that Settlement Index, expressed in dollars per Unit, representing an 850-pound steer and established in accordance with the price setting methodology as determined by the Program Administrator and posted to the LPI Website.

6. **Hundred Weight (cwt)** means 100 pounds of live weight or live weight equivalent Feeder Cattle and is the unit used to denote Insured Weight.

7. **Price Insurance Policy** means a Policy that provides the Insured protection in the event that the Feeder Cattle Settlement Index is less than the Feeder Cattle Insured Index during the week(s) of the Claim Date(s).

#### **B. Insurable Livestock**

Feeder Cattle are insurable under a Policy issued under this Contract of Insurance if the Producer:

- (a) can demonstrate ownership of the Feeder Cattle for 60 continuous days within the Insurable Period, and
- (b) feeds the Feeder Cattle in Saskatchewan or outside Saskatchewan but within a geographical locale as may be specified by the Insurer.

#### **C. Description of Insurance Coverage**

1. The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in the Insurer's opinion, could reasonably be expected given the number and age of Feeder Cattle owned by the Producer.
2. The maximum allowable rate of gain that may be assumed for the purposes of estimating the Insured Weight is three and one-half (3.5) pounds per day.

#### **D. Filing a Claim**

1. The Producer may file a Claim by completing and submitting it to the Program Administrator in an electronic or paper format provided by the Program Administrator. The Claim must specify the Policy number and the number of Units of Insured Livestock that are being claimed.
2. The Producer may file a Claim only on or after the first day of the Claim Window as specified in the Policy and before the Expiration Date.
3. The Insurer will review any Policy with an Insured Weight that has not yet had a Claim made against it by the last day of the Claim Window, verify the Producer's entitlement to an Indemnity and, if applicable, calculate and pay the Indemnity. The Insurer shall calculate the Indemnity for all Producers in this situation as if the unclaimed Insured Weight had been claimed during the final week of the Claim Window.
4. The Producer must file a Claim during Business Hours. If the Insurer receives any Claim after this time, the Insurer then reserves the right to receive the Claim as if it were filed during Business Hours of the next day on which a Claim can be made.

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5. The Insurer may extend or suspend the Claim Window if the Insurer considers it appropriate to do so.

### **E. Determination of Amount of Indemnity**

1. The Producer is entitled to an Indemnity under a Price Insurance Policy if the Feeder Cattle Settlement Index for the week of the Claim Date is less than the Feeder Cattle Insured Index applicable for that Policy. In such event, the dollar value of the Indemnity is equal to the Feeder Cattle Insured Index less the appropriate Settlement Index multiplied by the weight claimed during the week of the Claim Date.

2. The Program Administrator reserves the right to reassess any Claims paid in error and to require the Producer to return any Indemnities paid in error.

### **Part IV Calf Insuring Agreement A. Definitions**

For the purposes of this Insuring Agreement:

1. **Calf Insured Index** means the price level expressed in dollars per Unit below which an Indemnity is recoverable under a Price Insurance Policy, established in accordance with the methodology as determined by the Program Administrator and posted to the LPI Website.

2. **Calf Settlement Index** means the weekly average of the price of Calves sold through auction in the Western Canadian location relevant to that Settlement Index, expressed in dollars per Unit, representing a 550 to 650-pound steer and established in accordance with the price setting methodology as determined by the Program Administrator and posted to the LPI Website.

3. **Calves** means bovines typically not weaned from the cow and under one year of age.

4. **Claim Date** means the date during the Claim Window on which a Claim is made by the Producer or on the Producer's behalf. Since a Policy allows for partial Claims (i.e. on a portion of the total Units insured), there may be more than one Claim Date on a Policy.

5. **Claim Window** means the four-week period immediately before and including the Expiration Date of a Policy issued under this Contract of Insurance during which the Producer is eligible to make a Claim, except as specified in the Calendar of Insurance.

6. **Hundred Weight (cwt)** means 100 pounds of live weight or live weight equivalent Calves and is the unit used to denote Insured Weight.

7. **Price Insurance Policy** means a Policy that provides the Producer protection in the event that the Calf Settlement Index is less than the applicable Calf Insured Index during the week(s) of the Claim Date(s).

### **B. Insurable Livestock**

Calves are insurable under a Policy issued under this Contract of Insurance if the Producer:

- (a) can demonstrate ownership of the Calves for 60 continuous days within the Insurable Period, and
- (b) feeds the Calves in Saskatchewan or outside Saskatchewan but within a geographical locale as may be specified by the Insurer.



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**C. Description of Insurance Coverage**

1. The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in Insurer's opinion, could reasonably be expected given the number and age of Calves owned by the Producer.
2. The maximum allowable rate of gain that may be assumed for the purposes of estimating the Insured Weight is three (3) pounds per day.

**D. Filing a Claim**

1. The Producer may file a Claim by completing and submitting it to the Insurer in an electronic or paper format provided by the Insurer. The Claim must specify the Policy number and the number of Units of Insured Livestock that are being claimed.
2. The Producer may file a Claim only on or after the first day of the Claim Window as specified in the Policy and before the Expiration Date of the Policy.
3. The Insurer will review any Policy with an Insured Weight that has not yet had a Claim made against it by the last day of the Claim Window, verify the Producer's entitlement to an Indemnity and, if applicable, calculate and pay the Indemnity. The Insurer shall calculate the Indemnity for all Producers in this situation as if the unclaimed Insured Weight had been claimed during the final week of the Claim Window.
4. The Producer must file a Claim during Business Hours. If the Insurer receives any Claim after this time, the Insurer reserves the right to receive the Claim as if it were filed during Business Hours of the next day on which a Claim can be made.
5. The Insurer may extend or suspend the Claim Window if the Insurer considers it appropriate to do so.

**E. Determination of Amount of Indemnity**

1. The Producer is entitled to an Indemnity under a Price Insurance Policy if the Calf Settlement Index for the week of the Claim Date is less than the Calf Insured Index applicable for that Policy. In such event, the dollar value of the Indemnity is equal to the Calf Insured Index less the appropriate Settlement Index multiplied by the weight claimed during the week of the Claim Date.
2. The Program Administrator reserves the right to reassess any Claims paid in error and to require the Producer to return any Indemnities paid in error.

**Part V Hog Insuring Agreement A. Definitions**

For the purposes of this Insuring Agreement:

1. **Hog Insured Price** means the price level expressed in dollars per Hundred Kilograms below which an Indemnity is recoverable under a Price Insurance Policy, established in accordance with the methodology as determined by the Insurer and posted to the LPI Website.
2. **Hog Settlement Price** means the monthly average of the price of Market Hogs, expressed in dollars per Unit, established in accordance with the price setting methodology as determined by the Insurer and posted to the LPI Website.
3. **Hog** means porcine.
4. **Hundred Kilograms (ckg)** means 100 kilograms of dressed weight or dressed weight equivalent hogs and is the unit used to denote Insured Weight.

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5. **Market Hogs** means Hogs intended for slaughter and must reasonably be expected to fit within the industry standard grading grid for Market Hogs.
6. **Price Insurance Policy** means a Policy that provides the Producer protection in the event that the Hog Settlement Price is less than the Hog Insured Price during the month the policy expires.
7. **Weaner Hogs** means Hogs weaned from the sow and typically weighing less than 25 kilograms.

**B. Insurable Livestock**

Hogs are insurable under a Policy issued under this Contract of Insurance if the Producer:

- (a) can demonstrate ownership of the Hogs for a minimum of 20 continuous days within the Insurable Period, and
- (b) feeds the Hogs in Saskatchewan or outside Saskatchewan but within a geographical locale as may be specified by the Insurer.

**C. Description of Insurance Coverage**

1. The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in the Insurer's opinion, could reasonably be expected given the number and age of Hogs owned by the Producer.
2. The maximum allowable rate of gain that may be assumed for the purposes of estimating the Insured Weight of Market Hogs is one kilogram per day.
3. The maximum weight that may be assumed for the purposes of estimating the Insured Weight of Weaner Hogs is 1.7 times the expected sale weight.

**D. Determination of Amount of Indemnity**

1. The Insurer will pay an Indemnity to the Producer under a Price Insurance Policy if the Hog Settlement Price for the month of the Policy is less than the Hog Insured Price applicable for that Policy. In such event, the dollar value of the Indemnity is equal to the Hog Insured Price less the appropriate Settlement Price multiplied by the Insurer.
2. The Program Administrator reserves the right to reassess any Claims paid in error and to require the Producer to return any Indemnities paid in error.

30 May 2014 cS-12.1 Reg 2; 9 Nov 2018 SR 79/2018  
s4; 30 Sep 2022 SR 74/2022 s5.