



Maritime Livestock Price Insurance
Program Pilot New Brunswick

Contract of Insurance



Index

Part 1	4
General Provisions.....	4
A. Definitions	4
B. Effective Date of Contract and Effective Date of Insurance Coverage	6
C. Description of Insurance Coverage	6
D. Purchasing an Insurance Policy	7
E. Eligibility.....	8
F. Limitation of Offering.....	8
G. Verification	9
H. Payments of Premiums and Interest	9
I. Payment of Indemnity	10
J. Assignment of Indemnity.....	10
K. Deductions from Indemnity	10
L. Appeals	10
M. Misrepresentation or Misconduct	12
N. Notices and Payments	12
O. Transfer, Cancellation or Termination of Contracts and Policies.....	13
P. Amendments and Errors and Omissions	13
Q. Authorization.....	14
R. Waiver.....	15
S. Liability if More than One Person is the Insured.....	15
T. Applicable to Every Policy.....	15
U. Severability	15
V. Time of the Essence	15
W. Binding Effect	15
X. Canadian Currency.....	15
Y. Headings	15
Z. Governing Law.....	16
Part I.....	17

Feeder Cattle Insuring Agreement	20
A. Definitions.....	20
B. Insurable Livestock.....	20
C. Description of Insurance Coverage	21
D. Filing a Claim	21
E. Determination of Amount of Indemnity.....	21
Part II.....	22
Calf Insuring Agreement	22
A. Definitions.....	22
B. Insurable Livestock.....	22
C. Description of Insurance Coverage	23
D. Filing a Claim	23
E. Determination of Amount of Indemnity.....	23

Part 1

General Provisions

In consideration of the payment of the Premium and of the statements made in the Application, the Insurer will indemnify the Insured in respect of Claims made under a Price Insurance Policy.

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

Some of the obligations of the Insurer and the administration of Policies will be performed by the Program Administrator on behalf of the Insurer.

Some of the duties of the Insurer will be performed by Agri-Commodity Management Association, on behalf of the Insurer.

A. Definitions

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

1. **Agri-Commodity Management Association (ACMA)** means a third party contracted by the insurer to support delivery of the program.
2. **Application** means the application for subscription signed by the Insured to which this Contract applies.
3. **Business Hours** means the hours available for the purchase of a Policy or filing of a Claim as posted on the LPI Website.
4. **Calendar of Insurance** means the calendar published on the LPI Website specifying dates and times of purchase and Claim availability for each type of Policy.
5. **Claim** means the process whereby the Insured initiates Settlement of some or all of the Insured Weight covered under a Policy issued under this Contract.
6. **Contract** means this agreement under which Policies containing specific coverage details may be issued.
7. **Eligible Livestock** means cattle covered by an Insuring Agreement and who

have spent a portion of their life within New Brunswick.

8. **Effective Date** means the first day that a Policy is in effect.
9. **Expiration Date** means the last day that a Policy is in effect.
10. **Indemnity** means the compensation paid to the Insured for Settlement of a Claim or Claims.
11. **Insurable Period** means the total length of time that a Policy is in effect.
12. **Insured** means:
 - (i) an individual,
 - (ii) a partnership,
 - (iii) a joint venture,or
 - (iv) a corporation whose name appears on the Application and to whom this Contract is issued.
13. **Insured Livestock** means Eligible Livestock that are insured under a Policy.
14. **Insured Price Index** as specified in the Insuring Agreement means a price level expressed in dollars per Unit below which an Indemnity is recoverable under a Price Insurance Policy.
15. **Insured Weight** means the total combined weight of Eligible Livestock that has been selected for insurance under a Policy.
16. **Insurer** means New Brunswick Agricultural Insurance Commission which is a corporate body of the New Brunswick Department of Agriculture, Aquaculture and Fisheries and represented by the Minister of Agriculture, Aquaculture and Fisheries.
17. **Insuring Agreement** means one or more of the Parts which follow Part 1 of this Contract.
18. **LPI Website** means Livestock Price Insurance's public website (www.lpi.ca)
19. **MLPIP** means the Maritimes Livestock Price Insurance Pilot Program.
20. **Owner** means a person, or persons who has (or have) ownership through financial risk and physical possession, whether it be partial or full legal ownership of, the Insured livestock.
21. **Policy** means a Price Insurance Policy issued under this Contract.

22. **Premium** means the dollar amount required to be paid by the Insured as consideration for a specified time period and amount of coverage under a Policy.
23. **Premium Schedule** means a list of premium rates per Unit of Eligible Livestock insured for each Insured Price Index and Insurable Period combination being offered.
24. **Price Insurance Policy** means a Policy that provides the Insured 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.
25. **Program Administrator** means Agriculture Financial Services Corporation.
26. **Settlement** means the process of determining the Indemnity payable under a Policy and issuing payment, if any, to the Insured.
27. **Settlement Index or Settlement Price** means the price or basis calculated for Eligible Livestock, established in accordance with the methodology as determined by the Insurer and posted to the LPI Website.
28. **Unit** means the measure used to denote Insured Weight.

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

1. This Contract commences on the date the Application is signed by the Insured and is accepted by the Insurer.
2. The Contract is a continuous contract that remains in force until it is cancelled or terminated in accordance with this Contract.
3. No insurance coverage is in effect under this Contract until a Policy under this Contract has been issued by the Insurer.
4. A Policy under the Contract is not continuous and applies only for the term of the Insurable Period.
5. Notwithstanding anything else in this Contract, 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. The Insured Weight:
 - (i) The Insured Weight for a Policy and the sum of Insured Weight for all outstanding Policies shall not exceed the weight that, in the opinion of the Insurer, could reasonably be expected given the number and age of Eligible Livestock owned by the Insured.
 - (ii) If, in the Insurer's opinion, the Insured Weight exceeds the weight that could reasonably be expected, the Policy or Policies, as the case may be, shall be void and the Insurer shall have the right to retain any Premiums paid by the Insured.
 - (iii) The estimated Insured Weight of Eligible Livestock to be covered under a Policy shall include consideration of normal death loss using industry standards.
3. In the event that an Insured experiences death rates on Eligible Livestock that are in excess of industry standards:
 - (i) If the deaths are, as determined by the Insurer, due to circumstances beyond the control of the Insured:
 1. the Premiums on the Insured Weight associated with the dead livestock shall be retained by the Insurer, and
 2. the Insured may be eligible for Indemnities on the associated Insured Weight under the Policy in effect.
 - (ii) If the deaths are, as determined by the Insurer, due to circumstances that are not beyond the control of the Insured:
 1. The Insurer may retain the Premium, and
 2. The Insurer may declare void any Policies in effect or require that the Insured repay any Indemnities paid in respect of the said livestock.
 - (iii) In the event of death loss among Insured Livestock, the Insured must keep proper records of the death loss for purposes of verifying the Insured Weight.

D. Purchasing an Insurance Policy

1. The Insurer will provide a Premium Schedule for Insured Price Index option for the Insurable Periods offered. The Insurer reserves the right to change Premium

Schedules at any time.

2. The Insured 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 once both of the following have occurred:
 - (i) the Insured has notified the Insurer of their choice of Policy option, Insurable Period, Insured Weight, and Insured Price Index, as the case may be, and
 - (ii) the Program Administrator has received, on behalf of the Insurer, payment of the total Premium due as consideration for the coverage requested, or the Insured makes a commitment to pay the Premium within 15 days of the request to purchase.
4. If, for any reason, including, without limitation, a dishonored cheque, the total premium is not received by the Program Administrator, on behalf of the Insurer, within 15 days of the request to purchase, the purchase is void: for certainty, the obligation to pay Premium ceases, the Policy ceases to have effect, and the Insured is not eligible for any indemnity from that purchase.

E. Eligibility

1. To be eligible for insurance, the Insured must file farm income or loss for tax purposes in New Brunswick, be the Owner of the Eligible Livestock, and, if an individual, be of the full age of majority. New Producers who were not previously required to report farm income (or loss) may participate if they intend to file farm income (or loss) as required.
2. An Insured may only purchase Policies from the Insurer if New Brunswick is the province for which the greatest amount of income would be reportable under the Income Tax Act (Canada) for Eligible Livestock. The province in which majority farming income reported must be disclosed to the Insurer.
3. Status Indians who carried on the business of farming on a reserve in New Brunswick and did not file returns for income tax purposes, are eligible to participate in the Program, if they otherwise meet the eligibility requirements for the Program.
4. An Insured who participates in a shared ownership arrangement of Eligible Livestock is, for the purposes of this Contract, the Owner of such Eligible Livestock. Ownership of shared livestock is determined based on the proportion of the Owner's share in the total Eligible Livestock.

5. An Insured who is a member of a feeder association or a feeder cooperative, and who feeds the Eligible Livestock pursuant to an arrangement between the Insured and the feeder association or feeder cooperative is, for the purposes of this Contract, the Owner of such Eligible Livestock.
6. A feeder association, feeder cooperative, financial institution or private lender having only a security interest in the Eligible Livestock is not, for the purposes of this Contract, the Owner of such Eligible Livestock.

F. Limitation of Offering

1. The Insurer will make all efforts that they consider reasonable to make a Premium Schedule available during Business Hours.
2. The Insurer may, in its sole discretion and at any time, suspend the sale of new Policies if:
 - (i) the total insured liability covered under all Policies sold to all Insureds in a particular day or in the aggregate exceeds a pre-determined maximum liability as determined by the Insurer,
 - (ii) the total Insured Weight covered under all Policies sold to any one Insured either in the aggregate, or on a particular day exceeds a pre-determined maximum amount as determined by the Insurer,
 - (iii) 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
 - (iv) for any other reason, where the Insurer believe that the program may be exposed to unacceptable risk.
3. A suspension of sales of new Policies will have 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. Upon the Insurer's request, the Insured shall provide evidence satisfactory to the Insurer that the Insured has met the terms and conditions of this Contract.
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 Insured refuses to grant access to the Insurer for such purpose, the Insurer may deny payment of any Indemnity under the Policy and require that the Insured repay any Indemnities paid to the Insured.

3. The Insured shall, for a period of three years after the Expiration Date of any Policy, maintain and keep complete records of the ownership of the Insured's share and the disposition of all the livestock that were insured under that Policy and, upon the Insurer's request, produce such records to the Insurer within 15 days of such request. If the Insured fails to maintain and keep such records or produce them upon request, the Insurer shall be entitled, at its sole discretion, to deny payment of any Indemnity under the Policy and may require the Insured to repay any Indemnities paid.

H. Payments of Premiums and Interest

1. The Insurer will calculate and determine Premium and any surcharges, discounts and administrative fees as may be applicable. The Premium, surcharges and administration fees, and all other charges billed are due and payable on the date of the Statement of Coverage and Premium.
2. The Insured shall pay interest on amounts that have been paid to the Insured to which the Insured was not entitled. Interest begins to accrue on the date on which the Insured is first notified of that error. Interest is payable by the Insured on the first day of each following month until the balance outstanding is paid. The interest rate is the aggregate of 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 Insurer will endeavour to process and pay all valid Claims in a timely manner, but under no circumstances shall the Insurer or the Program Administrator be liable to the Insured or the Insured's agents or creditors for any interest, loss of interest or damage resulting from delays or failure to pay an Indemnity. Neither the Insurer nor the Program Administrator represent or warrant to the Insured that an Indemnity or any other payment will be made on a timely manner.
2. If the Insurer disputes the Insured's Claim, the Insurer may withhold all Indemnity payments and may elect not to refund any Premiums determined to be owed by the Insured until the dispute is resolved.

J. Assignment of Indemnity

The Insured may assign the right to an Indemnity, provided:

1. the assignment is in a form approved by the Insurer,

2. the Insurer has received a copy of the assignment and
3. the assignment has been accepted in writing by the Insurer.

K. Deductions from Indemnity

1. The Insurer is entitled to deduct from an Indemnity any amount that is due and payable by the Insured including, but not limited to:
 - (i) unpaid amounts due by the Insured for programs run by the Insurer, and
 - (ii) money that was paid to the Insured to which the Insured was not entitled.
 - (iii) The Insurer may be required by legal process to deduct amounts from an Indemnity otherwise payable.

L. Appeals

1. If any dispute arises regarding a determination arising out of or relating to this Contract or any Policy issued under this Contract, and after trying to resolve the dispute directly with the Insurer, the Insured remains unsatisfied, the Insured may commence an appeal.
2. The Insured may appeal any matter arising out of or relating to this Contract or any Policy issued under this Contract, including the Insured's entitlement to or the amount of any Indemnity.
3. An Insured who receives an Indemnity is not precluded from commencing an appeal within one year.
4. To appeal, an Insured must
 - (i) deliver to the Insurer within 30 days after receiving the decision, a written notice of appeal stating the grounds for the appeal and
 - (ii) submit with the notice of appeal a deposit in the form of a certified cheque payable to the Minister of Finance of New Brunswick in an amount equal to
 - (a) \$100, or
 - (b) 0.25% of the insurance coverage, whichever is greater.

5. If the Insured files an appeal in accordance with paragraph 4, the Insurer must appoint a single arbitrator and request the arbitrator to conduct an oral hearing of the appeal at a time and place set by the arbitrator. The Insurer is responsible for paying for the arbitrator's services. If the Insured does not comply with paragraph 4, the arbitrator has no jurisdiction to hear the appeal.
6. The arbitrator has the jurisdiction to determine all procedures in the appeal.
7. The arbitrator's decision is final.
8. The arbitrator is directed to give written reasons for the decision.
9. The appeal deposit must be refunded if the appeal is allowed, but is forfeited to the Insurer if the appeal is dismissed.

M. Misrepresentation or Misconduct

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

N. Notices and Payments

1. Except as stated otherwise in this Contract, any notice, except a Claim made under this Contract, by either party to the other party and any payment by the Insurer to the Insured, shall be personally delivered, sent by mail or sent by facsimile or other electronic means of communication as follows:
 - (i) if to the Insured - to the address or facsimile number provided to the Insurer;
 - (ii) if to the Insurer - care of Agri-Commodity Management Association (ACMA), 7 Atlantic Central Drive, East Mountain, Nova Scotia, B6L 2Z2, 902-893-7455, elpi@agricommodity.ca;

- (iii) or by means set out in the LPI literature or on the LPI Website.
- 2. A payment to the Insurer by the Insured shall be made by payment through ACMA.
- 3. A payment of indemnity to the Insured shall be made from AFSC.
- 4. Any party may change their address by giving written notice of such change to the other party.
- 5. All notices sent by mail shall be deemed to have been received on the fifth Business Day after the date on which the same was postmarked. If there is disruption, strike or interruption of postal service after mailing and prior to receipt or deemed receipt, such notice shall be deemed to have been received on the fifth business day following full resumption of postal service.
- 6. A notice received by the Insurer by electronic means or by telephone is deemed received on the date and time shown on the record of receipt.
- 7. Payment received by the Insurer is deemed received on the date shown on the record of receipt.

O. Transfer, Cancellation or Termination of Contracts and Policies

- 1. Either party may cancel this Contract at any time by providing written notification to the other party. If this occurs, the Contract shall end upon the expiration of all Policies issued pursuant to the Contract.
- 2. Subject to Section J (Assignment of Indemnity), Section K (Deductions from Indemnity), and Section M (Misrepresentation or Misconduct), the Insured shall not transfer, assign or otherwise dispose of any of the Insured's rights and benefits under this Contract to any person without the prior written consent of the Insurer.
- 3. The Insured 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 will be effective upon receipt of the written request from the Insured.
- 4. The Insurer may cancel the Contract effective immediately and cancel any outstanding Policies and the Insured shall forfeit the right to receive any payment of Indemnity or refund of Premiums if the Insurer, in its absolute discretion, determines the Insured has:
 - (i) failed or neglected to pay Premium or any portion of any Premium,

- (ii) failed or neglected to reimburse, or undertake to reimburse, the Insurer for any overpayment of indemnities that the Insurer determines are owed by the Insured,
- (iii) breached any term of this Contract,
- (iv) ceased to qualify as an Insured,
- (v) failed to cooperate with the Program Administrator or the Insurer, or
- (vi) made to the Insurer any false or misleading statement or representation under a Policy pursuant to this Contract.

P. Amendments and Errors and Omissions

1. The Insurer reserves the right at its sole discretion, to change, modify or otherwise alter the terms and conditions of this Contract.
2. The Insurer reserves the right, at its discretion, to change its methodology or procedures as deemed necessary due to changing events and circumstances.
3. Any such changes shall become effective immediately and will be binding upon all Insureds with respect to any current or future Policies. Amended methodology or procedures will be made available to the Insured. If the Insured participates or continues to participate after the latter of either:
 - (i) notice of the amendment, or
 - (ii) the date the amendment comes into effect, the Insured is deemed to have accepted such amended terms and conditions.
4. The Insurer may correct clerical or mathematical errors or omissions made in a Policy, or in communications between the Insured and the Insurer or Program Administrator, and may make any resulting changes.

Q. Authorization

1. The Insured may, by written authorization, in a form acceptable to the Insurer authorize a representative to act on the Insured's behalf concerning the Insured's insurance under this contract.
2. Those who are authorized representatives of an Insured and duly authorized by

the Insured to do so may, under a Contract of Insurance, act on behalf of such Insured, provided that:

- (i) such authorized representative has written authority from the Insured, prior to acting on such Insured's behalf, to act on such Insured's behalf,
 - (ii) such authorized representative, upon the request of the Insurer, must provide documentation evidencing such authority in a form acceptable to the Insurer, and
 - (iii) eligibility criteria outlined in this Contract are met.
3. The Insured may, by written authorization in a form acceptable to the Insurer, name an authorized representative who has the authority to act on the Insured's behalf in all matters concerning the Insured's insurance.
 4. The Insured may, by written authorization in a form acceptable to the Insurer, name a person who is able to receive information about the Insured's insurance, but who does not have authority to act on the Insured's behalf in all matters concerning the Insured's insurance.
 5. Any notice, claim or document completed and signed by the Insured's properly authorized representative is binding on the Insured.

R. Waiver

1. The Insurer may waive the performance of any term or condition in this Contract that requires the Insured 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.
2. The rights, remedies and privileges of the Insurer under this Contract are cumulative and any one or more may be exercised.

S. Liability if More than One Person is the Insured

If more than one person is the Insured, any obligations of the Insured shall be binding upon all such persons jointly and severally.

T. Applicable to Every Policy

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

U. Severability

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

V. Time of the Essence

Time is of the essence of this Contract.

W. Binding Effect

This Contract 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 are in Canadian currency.

Y. Headings

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

Z. Governing Law

This Contract shall be governed by the laws of the Province of New Brunswick.

Part I

Feeder Cattle Insuring Agreement

A. Definitions

For the purposes of this Insuring Agreement:

1. **Claim Date** means the date during the Claim Window that a Claim is made by the Insured or on the Insured's behalf. Since a Policy allows for partial Claims (i.e. on a portion of the total Unit insured), there may be more than one Claim Date on a Policy.
2. **Claim Window** means the four-week period immediately prior to and including the Expiration Date of a Policy issued under this Contract during which the Insured 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.
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 Insurer and posted to the LPI Website.
5. **Feeder Cattle Settlement Index** means the weekly average price of feeder cattle sold through auction in the Ontario and Quebec marketing region voluntarily contributing their data to the 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 Insurer and posted to the LPI Website.
6. **Hundred weight (cwt)** means one hundred 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 applicable Feeder Cattle Insured Index during the week(s) of the Claim Date(s).

B. Insurable Livestock

1. Feeder Cattle are insurable under a Policy issued under this Contract provided that the Insured:
 - (i) can demonstrate ownership of Feeder Cattle for 60 continuous days within

the policy length and

- (ii) feeds the Feeder Cattle either within New Brunswick or 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 opinion of the Insurer, could reasonably be expected given the number and age of Feeder Cattle owned by the Insured.
2. The maximum allowable rate of gain that may be assumed for the purposes of estimating the Insured Weight is three and one half pounds per day.

D. Filing a Claim

1. The Insured 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 is being claimed.
2. The Insured may file a Claim only on or subsequent to the first day of the Claim Window as specified in the Policy and prior to 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 Insured's entitlement to an Indemnity and, if applicable, calculate and pay the Indemnity. The Insurer shall calculate the Indemnity for all Insureds in this situation as if the unclaimed Insured Weight had been claimed during the final week of the Claim Window.
4. The Insured 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 a Claim can be made.
5. The Insurer may at its discretion extend or suspend the Claim Window when necessary.

E. Determination of Amount of Indemnity

1. The Insured will be 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 will be 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 Insurer reserves the right to reassess any Claims paid in error and request that the Insured return any Indemnities paid in error.

Part II

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 Insurer and posted to the LPI Website.
2. **Calf Settlement Index** means the weekly average of the price of Calves sold through auction in the Ontario and Quebec marketing region voluntarily contributing their data to the 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 Insurer 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 that a Claim is made by the Insured or on the Insured's behalf. Since a Policy allows for partial Claims (i.e. on a portion of the total Unit insured), there may be more than one Claim Date on a Policy.
5. **Claim Window** means the four-week period immediately prior to and including the Expiration Date of a Policy issued under this Contract during which the Insured is eligible to make a Claim, except as specified in the Calendar of Insurance.
6. **Hundred weight** (cwt) means one hundred 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 Insured 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

1. Calves are insurable under a Policy issued under this Contract provided that the Insured:
 - (i) can demonstrate ownership of the Calves for 60 continuous days within the policy length, and
 - (ii) feeds the Calves either within New Brunswick, or 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 opinion of the Insurer, could reasonably be expected given the number and age of Calves owned by the Insured.
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 Insured 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 is being claimed.
2. The Insured may file a Claim only on or subsequent to the first day of the Claim Window as specified in the Policy and prior to 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 Insured's entitlement to an Indemnity and, if applicable, calculate and pay the Indemnity. The Insurer shall calculate the Indemnity for all Insureds in this situation as if the unclaimed Insured Weight had been claimed during the final week of the Claim Window.
4. The Insured 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 a Claim can be made.
5. Insurer may at its discretion suspend the Claim Window when necessary.

E. Determination of Amount of Indemnity

1. The Insured will be 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 will be 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 Insurer reserves the right to reassess any Claims paid in error and request that the Insured return any Indemnities paid in error.