PEI Agricultural Insurance Corporation Livestock Insurance Agreement 2025

Sustainable Canadian Agricultural Partnership
Competitive. Innovative. Resilient.

Prince Edward Island Canada

Canada

P.E.I. AIC SAA Î.-P.-É.

Prince Edward Island Agricultural Insurance Corporation

Acknowledgment of Receipt
of
Livestock Insurance Agreement
2025/2026

NAME____

CLIENT I.D.#______________________________________

1. Awareness of the contents of the Agreement is the responsibility of the producer.

2. A contract of insurance includes the Application Form, the Inventory and Production Report, the Livestock Agreement, the Statement of Account and the required deposit.

3. The Application Form, Inventory and Production Report, and the required deposit must be received by the application deadline for the crop year specified in the Agreement. Otherwise, the contract of insurance is void.

This is to certify that I received a copy of the 2025/26 Livestock Agreement on this date:

Signed __________________________ Date ________________
(Producer)

Witness ___________________________ Date ________________
(Officer)

Prince Edward Island Agricultural Insurance Corporation

2025/26 Livestock Insurance Agreement

Phone: 836-0439	**Email: AICInsurance@gov.pe.ca** **Website: www.peiaic.ca**
Physical Address	***Mailing Address***
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The PEI Agricultural Insurance Corporation Board of Directors are listed on the Government of Prince Edward Island website: www.princeedwardisland.ca

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AGRICULTURAL INSURANCE ACT

LIVESTOCK INSURANCE REGULATIONS

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

Definitions

1. In these regulations

Act

(a) "Act" means the *Agricultural Insurance Act* R.S.P.E.I. 1988, Cap. A-8.2;

Agreement

(b) "Agreement" means the Livestock Insurance Agreement consisting of these regulations and Schedules, which have been approved by the Board for insurance coverage offered by the Corporation;

agricultural product

(c) "agricultural product" means
- (i) an animal, a plant or an animal or plant product, or
- (ii) a product, including any food or drink, that is wholly or partly derived from an animal or a plant;

Appeal Board

(d) "Appeal Board" means the Appeal Board established under section 14 of the Act;

Board

(e) "Board" means the Board of Directors of the Corporation;

Corporation

(f) "Corporation" means the Prince Edward Island Agricultural Insurance Corporation established under section 2 of the Act;

coverage level

(g) "coverage level" means the percentage of the total production, insured value or livestock numbers on any farm enterprise that is insured under an insurance scheme and has the same meaning as set out in the Act;

coverage period

(h) "coverage period" means that period of time in respect of each insurable livestock commencing from the date an application for an insurance plan is filed to the final date for filing a Proof of Loss, as stated in the Schedules;

crop year

(i) "crop year" means any 12 month period which represents the birth, growing, harvesting, production and marketing of livestock or livestock products, as stated in the Schedules;

declared production

(j) "declared production" means any livestock or livestock product that the insured declares on an Inventory and Production Report for that crop year;

deductible

(k) "deductible" means that portion of the insured value for which no indemnity is payable;

Department

(l) "Department" means the Department of Agriculture;

destruction

(m) "destruction" means the disposal of insured livestock or livestock products by any means acceptable to the Corporation;

financial independence

(n) "financial independence" means that the insured has resources in place to finance the insured livestock and livestock products thus allowing the insured to manage, sell and pay for operation expenses incurred to produce the livestock or livestock products and shall be evaluated based on the following criteria:
- (i) operating credit,
- (ii) farm income and expense statements for income tax purposes,
- (iii) invoices for inputs purchased,
- (iv) a bill of sale for any livestock or livestock product insured,
- (v) a valid HST rebate tax number;

(o) “guaranteed yield” means that production of livestock or livestock products which the contract of insurance guarantees and for which an insurance indemnity is available, subject to any deductible portion or adjustments that are allowed by the Corporation; guaranteed yield

(p) “insurable livestock” means farm animals owned by the insured and housed in the province and includes any animal designated for insurance purposes and identified in the Schedules; insurable livestock

(q)“insurance plan” means a set of insurance features for a livestock group or livestock product insured under an insurance scheme and has the same meaning as set out in the Act and contains details that are set out in the Schedules; insurance plan

(r) “insured” means an individual, partnership or corporation insured under a policy issued by the Corporation; insured

(s) “insured value” means the maximum value of insurable livestock or livestock products for which an indemnity can be paid, as established for insurance purposes and stated on a per unit, insurable crop or insurance plan basis; insured value

(t) “laboratory” means an accredited Veterinary Pathology Laboratory and one which can provide diagnostic results on diseases or diseased livestock; laboratory

(u) “livestock building” means any building owned or leased by an insured and used to house livestock insured under an insurance plan; livestock building

(v) “livestock product” means any livestock product produced in the province and includes any agricultural product designated for insurance purposes and identified in the Schedules; livestock product

(w) “loss ratio” means the ratio between the total indemnity paid to an insured for an insurable crop during a preceding time period, and the total premiums collected from the insured and the Government of Canada and the Government of Prince Edward Island on the same insurable crop and for the same time period; loss ratio

(x) “non-arm’s length relationship” means a working relationship between non-arm’s length relationship
- (i) a husband and wife (including common-law spouses),
- (ii) a grandparent or parent and child (including step-parents and step-children),
- (iii) siblings (including step-siblings),
- (iv) a person and his or her brother-in-law or sister-in-law,
- (v) a partnership and its partners, or
- (vi) a corporation and its shareholders;

(y) “operationally dependent” means that the applicant does not own or lease sufficient equipment to feed, manage, grow, handle and harvest livestock or livestock products, but instead depends on custom work or other services to the extent that it affects management control of the crop; operationally dependent

(z) “optional coverage” means the level of coverage, the unit price or any other option offered for each insurance plan and chosen by the insured to apply to the insured’s policy; optional coverage

(aa) “policy” means a contract for insurance coverage issued to the insured by the Corporation, and includes policy
- (i) the completed application form,
- (ii) a signed Agreement or contract of insurance,
- (iii) the Inventory and Production Report of the insured,
- (iv) these regulations,
- (v) the Schedules,
- (vi) the statement of account, and
- (vii) any amendment to any document referred to in subclause (i), (ii), (iii), or (vi), and agreed to in writing by the Corporation and the insured;

(bb) “premium” means the cost to insure an insurable crop or insurance plan that is established using the insured value, the premium rates approved by the Board and those adjustments that are included and expressed on a per unit, insurable crop or insurance plan basis; premium production (cc) “production” means the total units of livestock or livestock products reported by the insured in the Final Inventory and Production Report;

rider (dd) “rider” means any rider issued by the Corporation and forming part of the policy;

Schedules (ee)“Schedules” means the documents approved by the Board containing the specific descriptions, terms and conditions for each insurable crop or insurance plan and listed as part of the Agreement;

unit price (ff) “unit price” means the maximum price per unit of the insurable crop or any product thereof, as established by the Board and approved by Agriculture and Agri-Food Canada by means of their Unit Price Test.

crop, defined **2.** (1) For the purposes of these regulations, “crop” includes livestock and livestock products.

Purpose (2) The purpose of the livestock insurance program is to provide insurance coverage for losses to livestock or livestock products, as described in the Schedules, resulting from one or more of the insurable perils listed in subsection 7(1).

Insurable crop (3) Insurable crops are those livestock or livestock products that have been approved for insurance coverage by the Board and for which Schedules have been prepared and approved.

Idem (4) All livestock or livestock products must be offered for insurance coverage in order to have a valid contract of insurance.

Coverage (5) Those insurable livestock and livestock products identified in the Schedules are eligible for coverage under an individual insurance contract.

Independent applicant **3.** (1) For the purposes of the livestock insurance program, an applicant for a contract of insurance must be financially and operationally independent of all other farm businesses growing the same insurable livestock or livestock products.

Documents to prove financial independence (2) Before separate insurance contracts can be issued for a farm operation with multiple partners or owners, or before insurable livestock or livestock products on a farm unit can be split, the insured must provide documents to prove financial independence, as defined in clause 1(n).

Idem (3) All criteria defined for financial independence must be met or the Corporation shall deem the insured to be one insured and the applications shall be combined as a single insured for the purposes of subsection 6(1).

Deemed to be one insured (4) If, at any time, an insured who claims to be financially independent of another insured is found by the Corporation not to be financially independent of the other insured, the Corporation shall deem the insured to be one insured, for the purposes of subsection 6(1), for the crop year and for any subsequent crop years for which the insured apply for insurance.

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

Operational dependence (6) If an applicant

(a) is operationally dependent on another insured; and

(b) has a non-arm’s length relationship with that insured,

the records of the Corporation relating to both the applicant and the other insured may be used to determine the coverage and to determine the premium discount or surcharges and, where such a relationship exists, that person and the other insured will be deemed to be operationally dependent.

4. (1) All insurable livestock and livestock products shall be properly identified and declared to the Corporation. Identification

(2) The insurable livestock and livestock products referred to in subsection (1) shall be subject to an inventory count by the Corporation, at any time during the crop year. Idem

5. The premium prescribed under any Agreement shall be reduced by such payments as may be made by the Government of Canada under the *Farm Income Protection Act* (Canada) and by the Government of Prince Edward Island. Premium

OBLIGATION TO INSURE

6. (1) The insured shall offer for insurance all livestock and livestock products identified under an insurance plan which are produced by the insured in the province, and the policy shall apply to all livestock and livestock products produced in facilities owned or leased by the insured. Insurance coverage

(2) The criteria for financial independence, as outlined in clause 1(n), and operational independence, as outlined in section 3, shall define a single insured and subsection 6(1) shall apply to each insured as a single insured. Criteria

PERILS COVERED

7. (1) Subject to the terms and conditions thereof, a livestock insurance agreement covers a production loss of livestock or livestock products during the crop year caused by one or more of the following designated perils which pertain to the insurable livestock, livestock products or insurance plan: Perils

(a) reportable diseases that are designated pursuant to the *Health of Animals Act* (Canada);
(b) pasteurella pneumonia (shipping fever);
(c) infectious bovine rhinotracheitis (respiratory form).

(2) Notwithstanding clause 1(a), a livestock insurance agreement does not insure against a loss resulting from Exclusions, control programs

(a) disease or death losses unless the insured establishes that the insured followed a control program acceptable to the Department and the Corporation; or
(b) disease or death losses where compensation is provided from another source, as outlined in section 27.

EXTENT OF COVERAGE

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

(2) All livestock or livestock products will be insured for losses from those designated perils listed in subsection 7(1) and in the Schedules, up to and including the final date as listed in subsection (1). Coverage

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

(4) The insured shall declare all losses of livestock or livestock products by the final date for filing a Proof of Loss. Obligation to declare losses

EXCLUDED COVERAGE

Exclusions

9. (1) An Agreement does not insure against, and no indemnity shall be paid, in respect of a loss resulting from

(a) the negligence, misconduct, or poor farming practices of the insured or of agents or employees of the insured;

(b) a peril other than the designated perils listed in subsection 7(1) or in the Schedules;

(c) livestock or livestock products contaminated with diseases or conditions considered unacceptable by the insurer that existed prior to the date of application for insurance coverage; or

(d) a shortage of labour or machinery.

Notice of Loss

(2) Subject to section 17, the insured must notify the Corporation of any problems with an insured crop by completing a Notice of Loss.

Elimination of coverage

(3) Failure by an insured to notify the Corporation of any problems with an insured crop shall eliminate all insurance coverage on that crop.

INSURABLE INTEREST AND ASSIGNMENT

Insurable interest

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

(a) the interest of the insured is deemed to be the insured value of the livestock or livestock products which are covered by the contract of insurance; and

(b) subject to section 11, no indemnity shall be paid to any person other than the insured.

Assignment

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

(a) the assignment is made on a form acceptable to the Corporation; and

(b) the Corporation gives its consent to the assignment in writing.

APPLICATION AND PREMIUMS FOR LIVESTOCK INSURANCE

Application for insurance

12. (1) An application for livestock insurance or livestock products insurance shall be accepted, and a livestock insurance agreement shall be entered into and signed by the Corporation and the insured, if:

(a) the Corporation receives a signed application before the application deadline for each program;

(b) the required deposit accompanies the application;

(c) the Corporation receives a copy of the signed agreement;

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

Application documents

(2) An Inventory and Production Report shall form part of the application for livestock insurance or livestock products insurance.

Idem

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

Deposit

(4) An application for livestock insurance or livestock products insurance shall not be accepted unless

(a) it is accompanied by a deposit of 15 per cent of the estimated premium; and

(b) all premiums and interest owing on livestock insurance or livestock product insurance from any previous year have been paid in full.

(5) The total premium shall be calculated by applying Board approved premium rates to the insured value of each insurable crop, subject to adjustments, pursuant to sections 12, 13, 14 and 15 of these regulations. Total premium

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

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

(8) The deposit, required with the application for livestock insurance or livestock products insurance, is calculated by applying the deposit requirement, as outlined in subsection (4), to the insured's share of total premiums, calculated at the time the application is prepared. Deposit

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

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

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

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

(13) The Corporation shall provide discounts for the early payment of premiums above the required deposit, and these discounts shall be applied as follows: Early payment discount

- (a) only the insured's share of premiums identified on the application form shall be eligible for the early payment discount;
- (b) a discount rate shall be set by the Board for premium payments received before June 1st of the crop year and a separate discount rate shall be set by the Board for premium payments received within 30 days of June 1st of the crop year.

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

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

(16) Premiums or any other moneys due to the Corporation shall be deducted from any indemnity payment made after the due date for payment of the premiums. Premiums

13. (1) The Corporation may apply a premium discount or a premium surcharge to an insured's total premium costs based on the insured's relative loss ratio (RLR) for insurable livestock or insurable livestock products. Premium discount or surcharge

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

(3) The loss ratio discount or surcharge will be calculated as follows: Calculation

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

(RLR - 1) x N x .1
(where N = number of years insured);
Discount and surcharges shall be capped at 10% per year, for the first five years;

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

(RLR -1) x 5 x .1.

Idem

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

Maximum discounts or surcharge

(5) In no case may the discount or surcharge calculated under subsection (3) exceed

(a) 10% of the base premium amount, in the case of an insured with a loss ratio based on one year of insurance history;

(b) 20% of the base premium amount, in the case of an insured with a loss ratio based on two years of insurance history;

(c) 30% of the base premium amount, in the case of an insured with a loss ratio based on three years of insurance history;

(d) 40% of the base premium amount, in the case of an insured with a loss ratio based on four years of insurance history; or

(e) 50% of the base premium amount, in the case of an insured with a loss ratio based on five or more years of insurance history.

PRODUCTION REPORTING

Production summary

14. (1) The insured shall complete and file with the Corporation an Inventory and Production Summary

(a) by the application deadline;

(b) at any other time as stated in the Schedules;

(c) at any time required by the Corporation; and

(d) that states the total inventory and production of livestock or livestock products.

Idem

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

Idem

(3) The Corporation or an agent of the Corporation shall provide to the insured and Corporation an Inventory and Production Summary by the final date for filing a Proof of Loss, as stated in the Schedules for each insurable crop or insurance plan.

Idem

(4) The insured may meet the obligations of clause (1)(a) by signing the Inventory and Production Report prepared by the Corporation or an agent of the Corporation.

Idem

(5) The insured’s signature on the Inventory and Production Report prepared by the Corporation or an agent of the Corporation shall indicate acceptance

(a) of the inventory and production for each insurable crop, as stated therein; and

(b) of the inventory and production to be used by the Corporation to determine indemnity payments.

Idem

(6) The Corporation reserves the right to adjust the inventory and production declared by the insured or an agent of the Corporation for insurable and non-insurable perils.

Insured value

15. (1) An insured value shall be calculated annually for each livestock or livestock product described in the Schedules and for which a separate contract of insurance is offered.

Idem

(2) Deductibles selected by the insured shall be applied to the insured value for each insurable group of livestock or livestock products to determine the insured value for each insurable unit.

Coverage levels

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

Idem

(4) Coverage levels up to 80% may be offered to those established insurable livestock, livestock products or insurance plans with fully loaded premium rates which are calculated to be greater than 9%.

(5) Coverage levels up to 90% may be offered to those established insurable livestock, livestock products or insurance plans with fully loaded premium rates which are calculated to be less than 9%. Idem

(6) Insured value for livestock, livestock products or insurance plans shall be the product of the insured's inventory or production history, the coverage level selected by the insured, expressed as a percentage, and the unit price established for livestock, livestock products or insurance plans. Total Insured Value

INVENTORY AND PRODUCTION REPORT

16. (1) The insured shall complete and file with the Corporation an Inventory and Production Report and this report shall state the insured's declaration of inventory and livestock and any other information that the Corporation may require. Inventory and Production Report

(2) The Inventory and Production Report shall be submitted at the time the insured applies for insurance coverage and this report shall form part of the application for insurance. Idem

(3) An application for insurance shall not be accepted by the Corporation unless an Inventory and Production Report accompanies the application. Idem

(4) Where, after audits carried out by the Corporation or an agent of the Corporation, the livestock or livestock products listed on the Inventory and Production Report are less than or greater than those declared on the report, the Corporation shall adjust the insured value to reflect the verified inventory and production and a new statement of account will be issued to reflect the changes in insured value and premium charges. Adjustments

(5) The Corporation reserves the right to check or measure, by any means acceptable to the Corporation, any livestock inventory or livestock products which have been offered for insurance. Verification

(6) The Corporation reserves the right to adjust the final insured inventory or livestock products pursuant to subsection (5), and to adjust the insured value and premiums for this insurance coverage. Adjustment

NOTICE OF LOSS

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

(2) The notification referred to in subsection (1), may be filed with the Corporation on a Notice of Loss form provided by the Corporation or by any other means considered acceptable to the Corporation. Idem

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

(4) Payment of an indemnity for individual losses shall not be made until a Proof of Loss has been filed for all insurable crops and all offsetting adjustments have been applied. Offsetting

(5) Where loss or damage to an insurable crop results from one or more of the perils insured against and it appears to the insured that losses could trigger an indemnity payment, the insured shall notify the Corporation, to enable the Corporation to inspection the losses. Inspection after notice

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

PROOF OF LOSS

Proof of Loss

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

Claim for indemnity

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

Idem

(3) A claim for indemnity may be made

(a) in the case of the absence or inability of the insured, by the agent of the insured; or

(b) in the case of the absence or inability of the insured or the failure or refusal of the insured to do so, by an assignee under an assignment made in accordance with section 11.

INDEMNITY

Indemnity

19. (1) The indemnity payable for loss or damage to livestock or livestock products shall be determined in the manner prescribed in these regulations or in the Schedules.

Appraisal

(2) The Corporation may cause the production of livestock or livestock products to be appraised according to guidelines outlined in the Schedules or by any method that the Corporation considers proper.

Each contract determined separately

(3) The loss with respect to insured livestock or livestock products and the amount of indemnity payable shall be determined separately for each contract of insurance.

Conditions

(4) No indemnity shall be paid for a loss in respect of livestock or livestock products unless the insured establishes to the satisfaction of the Corporation that

(a) the losses occurred and were reported to the Corporation as outlined in sections 17 and 18;

(b) the loss resulted directly from one or more of the perils set out in subsection 7(1) or in the Schedules; and

(c) the insured discovered and reported the loss, as required under section 17.

Evaluation of loss

20. (1) For the purposes of determining losses during a crop year and the indemnity payable, the insured value of the livestock or livestock products shall progress through the steps described in sections 19, 20 and 21.

Mitigation

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

Limitation of liability

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

Maximum liability

(4) An Inventory and Production Report submitted by the insured to apply for insurance coverage and a Proof of Loss filed by the insured shall be used by the Corporation to establish the maximum liability and the indemnity payment.

Final indemnity

(5) For all livestock insurance plans, a final indemnity occurs where the losses exceed the deductible portion of the insurance coverage and indemnity payments shall be calculated by multiplying the excess losses by the unit price.

Indemnity

(6) No indemnity shall be payable for losses which do not exceed the deductible portion of the insurance contract or where the insured has not met the requirements for filing a Proof of Loss.

PAYMENT OF INDEMNITY

21. (1) Except as otherwise provided in the endorsement for an insurable crop, an offer of indemnity under an Agreement shall be made by the end of the crop year in which the loss or damage was sustained. Time for payment

(2) The Corporation may pay, in part or in full, an indemnity under an Agreement before the date on which it is due. Idem

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

(4) Total indemnity payments shall never exceed 100% of the insured value. Total payments

MISREPRESENTATION

22. (1) Where, in respect of livestock or livestock products, the insured Misrepresentation

(a) wilfully makes a false statement or provides documents that wrongfully state the financial or operational independence of the insured;

(b) in the application for insurance or in other documentation provided to the Corporation, gives false particulars on the livestock or livestock products to be insured, to the prejudice of the Corporation or knowingly misrepresents or fails to disclose any fact required to be stated therein;

(c) contravenes a term or condition of the Agreement;

(d) commits a fraud; or

(e) wilfully makes a false statement in respect of a claim under the Agreement,

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

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

WAIVER OR ALTERATION

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

(2) The Corporation reserves the right to change the terms and conditions of the Agreement from year to year without obtaining the consent of the insured. Idem

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

(4) The Corporation reserves the right to make adjustments for insured and non-insured perils. Adjustments

APPEAL OF A DECISION

Appeal

24. Where the Corporation and the insured fail to resolve any dispute respecting the adjustment of a loss under the Agreement, the insured may appeal the decision of the Corporation in accordance with the Act and these regulations.

Notice of appeal

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

Hearing

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

Final order

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

Appeal to Appeal Board

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

Content of notice of appeal

(2) Every notice of appeal served under subsection (1) shall

(a) contain a statement of the matter being appealed;

(b) indicate the date that the notice of appeal is sent as well as the signature of the person making the appeal;

(c) specify any error of fact in a final order or finding of the Board to which the appellant takes issue;

(d) specify any reason why the final order or finding of the Board is not appropriate;

(e) specify any other evidence that might affect the decision of the Appeal Board; and

(f) provide any other information the Appeal Board may require.

Materials

(3) On receipt of a notice of appeal served under subsection (1), the Appeal Board shall

(a) notify the Corporation and the Board that the notice of appeal has been received and the Board shall provide the Appeal Board and the person making the appeal with all relevant final orders, findings, regulations, documents and other material in its possession; and

(b) require the Corporation, on behalf of the Board, to submit to the Appeal Board and the appellant a report which shall be in writing, signed by the General Manager of the Corporation or the chairperson of the Board and delivered to the Appeal Board members.

Report

(4) The report referred to in clause (3)(b) shall include

(a) the text of the complaint;

(b) a summary statement of the findings of the Board indicating whether or not the Board has properly carried out its mandate under the Act and these regulations;

(c) a summary statement of the facts that establishes that the Board was carrying out its mandate properly;

(d) a statement of the position of the Board; and

(e) any other information the Appeal Board may require.

Notice of hearing

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

Decision within 30 days

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

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

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

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

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

SUBROGATION

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

(2) Where the Corporation is liable to pay a claim under the Agreement but the insured has been compensated for the loss by another party, the Corporation, being subrogated to the rights of the insured, may take such third party compensation into account when determining the Corporation's liability for compensation to the insured. Third party payments

RECORDS AND ACCESS

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

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

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

(4) When an insured refuses to provide assistance, fails to furnish required information or obstructs an officer or agent of the Corporation to the extent that final losses cannot be determined for an insured crop, the Corporation shall complete an Inventory and Production Report and assign values equal to the insurance coverage for all affected crops and terminate the contract of insurance. Termination

29. (1) The Corporation may, at any time, require the insured to keep or cause to be kept such records as the Corporation may prescribe for any livestock or livestock products insured under the insurance plan. Records

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

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

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

SERVICE

Service **30.** (1) Any written notice to the Corporation shall be served by personal delivery to an agent of the Corporation or to the office of the Corporation, or by sending it by mail to the address of the Corporation.

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

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

Changes for 2025/2026

- Definition of viable hive/colony to be offered for insurance.
- Change in the underwriting deadline of bees to from September 30th to September 29th due to standard holiday.

SCHEDULE A
Dairy Cattle Mortality

This **Schedule A**, Dairy Cattle Mortality (non-yield based), contains supplementary information specific to loss of a milking herd, individual cows or heifers due to a defined peril.

DATE	TOPIC	REQUIREMENT and/or EFFECTS	REGULATION
Insurable Crop		Dairy Cows, Bred Heifers	Section 2
March 25 to March 24		Crop Year	Section 1(i)
March 25	Application deadline		Section 12
	Required deposit due	15% deposit and outstanding premiums	Section 12(4)
	Signed Agreement	Required for valid contract	Section 12(1)
	Inventory & Production Report	Declaration of the number of dairy cows and bred heifers	Section 16
June 30	Premium due date		Section 12(11)(12)
July 01	Interest charges begin	Monthly interest charged on unpaid premiums.	Section 12(12)
March 24	Final date for coverage. Deadline to report any potential insurable losses.		Section 8
	Final date for filing a Proof of Loss, in writing 15 days after the death of the animal or April 8th, whichever is earlier.		Section 18
April 24	Final date for appeal		Section 24,25,26

Insurable Agricultural Products:
Dairy cows and bred heifers. Dairy cows insured under this plan shall be those animals that have completed their first lactation (both milking and dry cows). Bred heifers shall be those young animals that have been bred and shall include those animals that have not completed their first lactation (the first lactation for a heifer will be complete once the heifer has been milked for more than 180 days).

To Qualify for Coverage:
The insured shall declare the number of milking cows (including dry cows) and bred heifers, owned by the producer at the time of sign up, on the Application and Inventory and Production Report, by the application deadline. These numbers shall form the basis for the contract of insurance and shall be subject to verification by an agent of the Corporation.

Coverage Levels:

Dairy Cows: 94%
Bred Heifers: 98.5%

Perils Covered:

a) Perils listed in *Section 7* of the Livestock Regulations;
b) Bovine Leukosis;
c) Loss of animals from starvation, neglect, poor management, abuse, or poor quality feeds shall not be covered under this plan.

Verifying Losses:

a) The insured most notify the Corporation when a death occurs, from an insurable peril, to any cows and heifers insured under the Plan.

b) The insured must provide a letter from a veterinarian and any laboratory tests results, as proof of insurable peril resulting in death.

c) The insured or a veterinarian employed by the insured may terminate the suffering and euthanize insured animals, if in the opinion of the veterinarian the animal is suffering and has no chance of recovery due to an insurable peril. Those animals that have been euthanized shall qualify for insurance coverage provided a veterinarian states in a letter the reason the animal was euthanized, provides any laboratory test results to verify the perils, and provides proof of death.

d) Animal deaths not reported to the Corporation, shall not be included in the deductible calculations.

e) When the insured experiences a loss of any insured animal, due to one or more insurable perils, the insured shall notify the Corporation, as soon after the death as possible, and within 5 days of such time, on a Notice of Loss form.

f) The loss of any animal due to insurable peril(s) must be verified by an officer of the Corporation prior to disposal of the animal, or receipts from deadstock or a certificate from the veterinarian will be required which must include identification of the animal.

g) The type of animal lost (dairy cow or bred heifer) shall be identified at the time of death.

Indemnities:

a) The final date for filing a Proof of Loss, in writing, is 15 days after the death of the animal.

b) The Corporation shall track the insurable losses to determine the deductible and to establish the trigger for indemnity payments. Indemnity payments shall be paid when the number of dairy cows or bred heifers lost exceeds the deductible.

c) Indemnity payments shall be made for each animal lost in excess of the deductible to the maximum number identified at the time of application, and as reported on the Inventory and Production Report.

d) The type of animal lost (dairy cow or bred heifer) identified at the time of death shall be paid at the unit price selected at the time of application.

e) For those diseases which are identified and are reportable to Agriculture and Agri-Food Canada (AAFC) under the Health of Animals Act, all procedures and regulations outlined by AAFC must be followed and no insurance benefits shall be paid until those benefits payable by AAFC have been made. This program shall pay any shortfall between the AAFC proceeds and the insured value of the animals, as stated on the Statement of Account. *(Section 27).*

SCHEDULE B

Beef Cattle Mortality

This **Schedule B**, Beef Cattle Mortality (non-yield based plan), contains supplementary information specific to loss of a beef herd, individual cows or heifers due to a defined peril.

DATE	TOPIC	REQUIREMENT and/or EFFECTS	REGULATION
Insurable Crop		Beef Cows, Beef Heifers	Section 2
March 25 to March 24		Crop Year	Section 1(i)
March 25	Application deadline		Section 12
	Required deposit due	15% deposit and outstanding premiums	Section 12(4)
	Signed Agreement	Required for valid contract	Section 12(1)
	Inventory & Production Report	Declaration of the number of beef cows and bred beef heifers.	Section 16
June 30	Premium due date		Section 12(11)(12)
July 01	Interest charges begin	Monthly interest charged on unpaid premiums.	Section 12(12)
March 24	Final date for coverage. Deadline to report any potential insurable losses.		Section 8
	Final date for filing a Proof of Loss, in writing 15 days after the death of the animal or April 8th, whichever is earlier.		Section 18
April 24	Final date for appeal		Section 24,25,26

Insurable Agricultural Products:
Beef cows and beef heifers. Beef cows insured under this plan shall be those animals that have had at least one calf. Beef heifers shall be those young animals that have been bred and are a minimum of 15 months of age at the time of sign-up.

To Qualify for Coverage:
The insured shall declare the number of beef cows and beef heifers, owned by the producer at the time of sign up, on the Application and Inventory and Production Report, by the application deadline. These numbers shall form the basis for the contract of insurance and shall be subject to verification by an agent of the Corporation.

Coverage Levels:

Beef Cows and Beef Heifers: 98.5%

Perils Covered:

a) Perils listed in *Section 7* of the Livestock Regulations;
b) Bovine Leukosis;
c) Loss of animals from starvation, neglect, poor management, abuse, or poor quality feeds shall not be covered under this plan.

Verifying Losses:

a) The insured most notify the Corporation when a death occurs, from an insurable peril, to any cows and heifers insured under the Plan.

b) The insured must provide a letter from a veterinarian and any laboratory tests results, as proof of insurable peril resulting in death.

c) The insured, or a veterinarian employed by the insured, may terminate the suffering and euthanize insured animals, if in the opinion of the veterinarian the animal is suffering and has no chance of recovery due to an insurable peril. Those animals that have been euthanized shall qualify for insurance coverage provided a veterinarian states in a letter the reason the animal was euthanized, provides any laboratory test results to verify the perils, and provides proof of death.

d) Animal deaths not reported to the Corporation shall not be included in the deductible calculations.

e) When the insured experiences a loss of any insured animal, due to one or more insurable perils, the insured shall notify the Corporation, as soon after the death as possible, and within 5 days of such time, on a Notice of Loss form.

f) The loss of any animal due to insurable peril(s) must be verified by an officer of the Corporation prior to disposal of the animal, or receipts from deadstock or a certificate from the veterinarian will be required which must include identification of the animal.

g) The type of animal lost (beef cow or beef heifer) shall be identified at the time of death.

Indemnities:

a) The final date for filing a Proof of Loss, in writing, is 15 days after the death of the animal.

b) The Corporation shall track the insurable losses to determine the deductible and to establish the trigger for indemnity payments. Indemnity payments shall be paid when the number of beef cows or beef heifers lost exceeds the deductible.

c) Indemnity payments shall be made for each animal lost in excess of the deductible to the maximum number identified at the time of application, and as reported on the Inventory and Production Report.

d) The type of animal lost (beef cow or beef heifer) identified at the time of death, shall be paid at the unit price selected at the time of application.

e) For those diseases which are identified and are reportable to Agriculture and Agri-Food Canada (AAFC) under the Health of Animals Act, all procedures and regulations outlined by AAFC must be followed and no insurance benefits shall be paid until those benefits payable by AAFC have been made. This program shall pay any shortfall between the AAFC proceeds and the insured value of the animals, as stated on the Statement of Account *(Section 27)*.

SCHEDULE C

Overwinter Bee Mortality

This **Schedule C,** Overwinter Bee Mortality (non-yield based), contains supplementary information specific to loss of honey bees due to a defined peril.

DATE	TOPIC	REQUIREMENT and/or EFFECTS	REGULATION
Insurable Crop		Honey Bees	Section 2
November 30 to May 15		Coverage Period	Section 1(i)
September 29	Application deadline	Application and Inventory and Production Report	Section 12(1)(2)
	Required deposit due	15% deposit and outstanding premiums	Section 12(4)
	Signed Agreement	Required for valid contract	Section 12(1)
January 10	Inventory and Production Report	Bee Inventory Form	Section 12(2)
June 30	Premium due date		Section 12(11)(12)
July 01	Interest charges begin	Monthly interest charged on unpaid premiums.	Section 12(12)
May 15	Final date for coverage		Section 8
	Final date to declare a loss		Section 17
	Final date for verifying losses by an inspector appointed by the Corporation		
	Final date for filing a Proof of Loss, in writing		Section 18
June 15	Final date for appeal		Section 24,25,26

The intent of this policy is to cover winter losses to honeybee colonies. The program is designed to offer assistance to re-establish bee colonies lost over the winter months due to weather, diseases, or pests and coverage shall be limited to losses which occur during the defined coverage period.

Insurable Agricultural Products:
Honey Bees.

Perils Covered:

a) For the purposes of this plan, the following designated perils shall be included for the Overwinter Bee Mortality Plan:
   - Perils listed in *Section 7* of the Livestock Regulations;
   - Cold or other weather-related losses; and
   - Losses from Varroa mites, Tracheal mites and foul brood, provided reasonable treatment measures were applied before winter.

b) Loss of hives from starvation, neglect, or poor management shall not be covered under this plan.

Definitions:

Colony* or *Hive– means a structure that contains frames with three classes of bees, namely, the queen bee, a number of female workers and a number of male drones;

Frame of Brood – means a frame with at least two-thirds (2/3) of the cells on each side of the frame filled with brood or eggs or covered with live bees or a combination thereof;

Nuclear Colony – means a colony that is managed for expansion of colony numbers and is operated as such and has a minimum of four frames of bees, when placed in to winter storage;

Standard Langstroth Frames - means a deep body frame measuring 9 9/16 inches (234 mm) in depth * 19 inches (480 mm) in length * 1 1/8 inches in width or a medium super measuring 6 5/8 inches (170 mm) in depth * 19 inches (480 mm) in length * 6 ¼ inches in width;

<u>To Qualify for Coverage:</u>

a) Eligible apiaries shall be those commercial beekeeping enterprises having at least twenty five (25) colonies that use the bees within such colonies for the purpose of pollination and/or honey production;

b) Eligible overwintered colonies must be under the ownership, management, and control of the insured to be overwintered by that insured.

c) Only viable colonies shall be eligible for coverage. A viable colony is defined as a queen-right colony consisting of seven to eight (7-8) standard Langstroth frames covered by bees and containing viable brood in either a single or double brood chamber.

d) Eligible colonies are subject to inspection and shall be those viable colonies that have been identified and recorded on the Bee Hive Inventory Form by January 10th of the coverage period by the insured, Insurance Officer, and/or inspector.

e) In the fall, all hives must be provided with adequate food, must be treated for mites and other diseases, and must be covered or wrapped before being eligible for insurance coverage. These activities must be noted on the Bee Hive Inventory Form completed by January 10th.

f) The insured shall inform the Corporation of any movement of hives, to or from the apiary or winter storage site, after the Bee Hive Inventory Report has been completed on or before January 10th, so the Corporation can track the movement of hives and adjust the coverage, if applicable. Failure to notify the Corporation shall result in the termination of the insurance coverage.

<u>Coverage Level:</u>

a) For new producers and producers without insured data, the coverage level offered shall be 55%.

b) The coverage level offered shall be calculated for each producer annually based on the producer's historical damage ratio and are stated in the table below. Credibility factors shall be applied with the first five years of coverage.

Assigned Coverage Level	**Individual Producer Average Loss History (Up to 10 Years)**
95% (max)	≤ 3.00% to 7.49%
90%	7.50%-12.49%
85%	12.50%-17.49%
80%	17.50%-22.49%
75%	22.50%-27.49%
70%	27.50%-32.49%
65%	32.50%-37.49%
60%	37.50%-42.49%
55%	42.50%-47.49%
50%	47.50%-52.49%
45%	52.50%-57.49%
40%	57.50%-62.49%
35%	62.50%-67.49%
30%	67.50%-72.49%
25%	72.50%-77.49%
20%	77.50%-82.49%
15%	82.50%-87.49%
10%	87.50%-92.49%
5%	92.50%-97.49%

c) The change in deductible between the first year and second years insured shall be limited to 5%.

Coverage:

a) The number of eligible colonies declared on the Bee Inventory Form shall form the basis for the contract of insurance unless an audit is carried out by the Corporation, or an agent thereof, identifying changes in the number of viable colonies being offered for insurance per *Section 16 (4)* of the regulations.

b) The Corporation shall establish a unit price or prices to be offered by the program.

Verifying Losses:

a) The insured shall notify the Corporation or an agent of the Corporation prior to colonies being moved, combined, or destroyed.

b) When the insured experiences a loss to one or more of the hives insured due to an insurable peril identified herein, the insured shall notify the Corporation using a Notice of Loss form as early as possible, and no later than May 15^{th}.

c) When high death losses are expected, reported, or upon request of the insured, an inspector, appointed by the Corporation, shall complete an inspection on the colonies insured and shall file the Bee Hive Inventory Report with the Corporation identifying and stating the status of each hive/colony as either viable or non-viable.

d) A viable colony or hive is defined as a queen-right colony consisting of four (4) or more standard Langstroth frames covered by bees and containing viable brood when inspected in the spring.

e) A non-viable colony or hive is defined as a queen-right or queenless colony which has less than four (4) standard Langstroth frames covered with bees, with or without viable brood, when inspected in the spring.

f) The insured must report all death losses and colonies to determine the damage ratio to establish future coverage under the Plan.

Indemnities:

a) The insured shall report and the Corporation shall track the insurable losses to determine the deductible and to establish the trigger for indemnity payments.

b) A Proof of Loss cannot be filed until the Inspector's report is received by the Corporation.

c) Only hives deemed to be non-viable due to insurable peril(s) shall count towards the deductible and be eligible for potential indemnity.

d) Indemnity payments shall be made for each hive lost due to insurable peril in excess of the deductible to the maximum number insured at the unit price selected at the time of application.

Corporation identifying and stating the status of each hive/colony as either viable or non-viable.

Indemnities:

A) The Corporation shall track the insurable losses to determine the deductible and to establish the trigger for indemnity payments.

B) The Bee Hive Inventory Report shall form the basis for any claim for losses. A Proof of Loss cannot be filed until the inspector's report is received by the Corporation.

C) For claim purposes the following criteria shall be used when identifying losses:

Viable hives shall be counted as one to one; and

Non-viable hives shall be considered as a loss.

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