The Saskatchewan Crop Insurance Corporation Regulations

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Chapter S-12.1 Reg 1 (effective March 18, 2014) as amended by Saskatchewan Regulations 15/2015, 20/2017, 20/2018, 10/2019, 58/2019, 15/2020, 64/2020, 29/2021, 9/2022, 18/2022 and 21/2023.

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER S-12.1 REG 1

The Saskatchewan Crop Insurance Corporation Act

PART I
Preliminary Matters

Title

1 These regulations may be cited as *The Saskatchewan Crop Insurance Corporation Regulations*.

Interpretation

2 In these regulations:

(a) **"Act"** means *The Saskatchewan Crop Insurance Corporation Act*;

(b) **"establishment benefit"** means an acreage payment provided as an extension to coverage under a contract of crop insurance on acreage of any of the following insured crops that fails to establish following seeding due to one or more of the perils mentioned in the definition of "crop insurance" set out in clause 2(h) of the Act:

(i) spring-seeded or fall-seeded annual crops;

(ii) legumes;

(iii) perennial grasses;

(iv) annual cereal crops grown for harvested fodder production;

(v) corn insured pursuant to section 21 or 21.1;

(c) **"harvest"** means the threshing of grain;

(d) **"individual coverage"** means coverage that is based on the long-term average yield of the applicant or the insured, as the case may be, for the crop concerned, as determined by the corporation;

(e) **"insured acreage"** means acreage seeded to each insurable crop as reported by the insured in the seeded acreage report;

(f) **"large-seeded Kabuli chickpeas"** means varieties of Kabuli chickpeas that meet the minimum seed weight requirement as determined by the corporation;

(g) **"lentils (large green)"** means varieties of lentils that:

(i) have a green seed coat and a yellow cotyledon; and

(ii) meet the minimum seed weight requirement as determined by the corporation;

(h) **"lentils (other)"** means varieties of lentils that do not meet the requirements to be classed as lentils (large green) or lentils (red);

(i) **"lentils (red)"** means varieties of lentils that have a red cotyledon;

(j) **"new crop"** means any of the following:

(i) caraway;

(ii) coriander;

(iii) non-irrigated dry beans (pinto);

(iv) non-irrigated dry beans (black);

(v) Khorasan wheat;

(vi) timothy hay;

(vii) any crop insured pursuant to the vegetable acreage loss option mentioned in section 24;

(viii) wild rice;

(ix) camelina;

(x) non-irrigated dry beans (navy);

(xi) soybeans;

(xii) grain corn;

(xiii) honey;

(xiv) any crop insured pursuant to the fruit tree establishment and replacement program mentioned in section 26;

(xv) hemp;

(j.1) **"public emergency period"** means the period during which an emergency declaration ordered pursuant to *The Emergency Planning Act*, or an order of the chief medical health officer pursuant to *The Public Health Act, 1994* respecting quarantines, travel restrictions or other forms of isolation, is in force.

(k) **"seeded acreage report"** means a seeded acreage report prepared pursuant to section 7 and includes any amendments to that report filed by the insured with the corporation;

(l) **"small-seeded Kabuli chickpeas"** means varieties of Kabuli chickpeas that do not meet the minimum seed weight requirement to be classed as large-seeded Kabuli chickpeas;

(m) **"unit price option"** means the insured's election pursuant to section 13 of the base price, variable price, in-season price, contract price or low price per kilogram or per tonne for a particular crop as determined by the corporation;

(n) **"unseeded acreage insurance"** means coverage provided for the purpose of guaranteeing a return from acreage intended for seeding, determined on the basis of the insured's historical seeding pattern, but that remains unseeded and is still too wet to seed on June 20 in any year as a result of excessive spring moisture, but the coverage does not apply to acreage that is dry enough to seed but is inaccessible because of spring moisture conditions.

28 Mar 2014 cS-12.1 Reg 1 s2; 6 Mar 2015 SR 15/2015 s3; 8 Mar 2019 SR 10/2019 s2; 22 May 2020 SR 64/2020 s3.

Insurable crop

3 For the purposes of clause 2(l) of the Act, **"insurable crop"** includes:

(a) hard red spring wheat, durum wheat, extra strong red spring wheat, Canada prairie spring wheat, winter wheat, barley, oats, spring rye, fall rye, flax, canola, brown mustard, oriental mustard, yellow mustard, sunflowers, field peas, lentils (large green), lentils (red), lentils (other), potatoes, irrigated dry beans (pinto), irrigated dry beans (black), irrigated dry beans (other), desi chickpeas, small-seeded Kabuli chickpeas, large-seeded Kabuli chickpeas, fababeans, canary seed, triticale, hard white spring wheat, identity preserved canola and alfalfa seed;

(b) any of the following, when grown for harvested fodder production:

(i) alfalfa;

(ii) dehydrated alfalfa;

(iii) alfalfa-grass mixtures;

(iv) perennial grasses;

(v) sweet clover;

(vi) annual cereal crops; and

(c) any new crop.

28 Mar 2014 cS-12.1 Reg 1 s3.

Operator of a farm

4(1) In this section, **"person"** includes a partnership.

(2) For the purposes of subclause 2(m)(i) of the Act, **"operator of a farm"** means the person who is actively engaged in the production of the insured crop and who is legally, operationally and financially independent of all other insured persons.

(3) In determining whether a person is legally independent for the purposes of subsection (2), the corporation may consider whether that person has access rights to the land on which the insured crop is grown, by virtue of ownership, rental agreement or formal farm operating agreement.

(4) In determining whether a person is operationally independent for the purposes of subsection (2), the corporation may consider the following factors:

(a) whether the person makes critical farming decisions respecting the insured crop;

(b) whether the person is responsible to ensure that day-to-day operations are completed respecting the insured crop;

(c) whether the person has access to separate storage facilities;

(d) whether the person has access to adequate machinery.

(5) In determining whether a person is financially independent for the purposes of subsection (2), the corporation may consider the following factors:

(a) whether the person is able to file separate income and expense statements for income tax purposes;

(b) whether the person maintains separate farm accounting records;

(c) whether the person maintains a separate bank, credit union or trust company account;

(d) whether the person has a separate Goods and Services Tax number;

(e) whether the person has a financial interest in the insured crop.

28 Mar 2014 cS-12.1 Reg 1 s4.

PART II
Contracts of Crop Insurance

Form of contract

5 Every contract of crop insurance made pursuant to the Act is to be in Form A of the Appendix and is subject to the Act and these regulations.

28 Mar 2014 cS-12.1 Reg 1 s5.

Application

6 Every application for insurance pursuant to the Act is to be in the form provided by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s6.

Acreage reports

7 Every applicant or insured, as the case may be, shall file with the corporation in the form provided by the corporation, on or before June 25 or a date set by the corporation in each year, a seeded acreage report declaring:

(a) the insured crops seeded in which the applicant or insured has an interest;

(b) the total acres seeded to each insured crop in which the applicant or insured has an interest at the time of seeding, and the number of acres seeded on summerfallow, stubble or irrigated acres;

(c) total acres in summerfallow;

(d) an estimate of all production of insured crops in storage in the current year;

(e) total acres seeded to crops that are not insured crops; and

(f) any other relevant information the corporation may require respecting the matters mentioned in clauses (a) to (e).

28 Mar 2014 cS-12.1 Reg 1 s7.

Cancellation

8(1) If an insured has given notice of cancellation of his or her contract, an application for reinstatement is to be in the form provided by the corporation and is to be filed within a period specified by the corporation.

(2) If the corporation accepts an application for reinstatement pursuant to subsection (1), the insured is eligible for any discounts or adjustments to which the insured would have been entitled had the insured not submitted notice of cancellation.

28 Mar 2014 cS-12.1 Reg 1 s8.

Reinstatement of cancelled contract

9(1) Subject to subsection (3), an application is deemed to be an application for reinstatement of the previous contract if an applicant for crop insurance:

(a) either:

(i) is, in the opinion of the corporation, a part of the same farm operation as a previous insured whose previous contract was cancelled; or

(ii) had a previous contract that was cancelled; and

(b) applies for crop insurance within 7 years after the day on which the previous contract mentioned in clause (a) was cancelled.

(2) If the corporation accepts an application pursuant to subsection (1), the applicant, on reinstatement of the previous contract, is to receive any discounts, surcharges or adjustments that were associated with the previous contract at the time it was cancelled.

(3) An application for crop insurance shall not be deemed an application for reinstatement of a previous contract if no acres were insured under the previous contract for the 7 years preceding the year in which the contract was cancelled.

28 Mar 2014 cS-12.1 Reg 1 s9; 29 Mar 2018 SR 20/2018 s3; 6 Mar 2020 SR 15/2020 s3.

Change in insurance terms

10(1) During the term of a contract, the insured may, in the form required by the corporation and within the period specified by the corporation, or set out in these regulations change:

(a) the selection of crops insured:

(i) for pedigreed production;

(ii) for organic production;

(iii) for commercial production;

(iv) for irrigated production; or

(v) in the case of tame legumes and perennial grasses, for hay or forage production;

(b) the percentage of average yield; and

(c) any election made pursuant to section 13, 14, 16, 17, 18, 20 to 26 or 27.

(2) Any election made pursuant to these regulations remains in force for each subsequent year unless the insured changes the election in accordance with subsection (1).

28 Mar 2014 cS-12.1 Reg 1 s10; 8 Mar 2019 SR 10/2019 s4.

Insured acreage

11(1) Subject to subsection (2), the insured acreage of each insured crop is to be determined on the basis of the acreage seeded to each insured crop as reported by the insured in the seeded acreage report.

(2) If the insured files a claim for indemnity after filing his or her seeded acreage report, the insured acreage of each insured crop is deemed to be the lesser of the insured acreage as determined in:

(a) the seeded acreage report or producing hives report; and

(b) the post-harvest report made pursuant to section 44.

(3) If the applicant or the insured, as the case may be, fails to file a seeded acreage report, the corporation may:

(a) determine the insured acreage on behalf of the insured for the purposes of determining coverage under this contract, in which case the determination shall be binding on the insured and the insured shall pay a premium calculated on that insured acreage determined by the corporation together with any penalties the corporation may assess to the insured; or

(b) declare the insured acreage to be zero for the purposes of determining the coverage under this contract, in which case the determination shall be binding on the insured and the corporation may assess a penalty to the insured in any amount that the corporation may in its discretion determine, having regard for the premium payment that would have been payable by the insured had a seeded acreage report been filed, and in that event the insured shall make payment of the penalty as assessed by the corporation, including interest on any delinquent payments.

28 Mar 2014 cS-12.1 Reg 1 s11.

Coverage not more than 80%

12(1) Subject to subsection (2), the total coverage or guaranteed production in kilograms or in tonnes per acre for each insurable crop is not more than 80% of the average yield for a period of years as established from time to time by the corporation.

(2) The total coverage or guaranteed production, in kilograms or in tonnes per acre for each insurable crop covered by:

(a) section 19, is not more than 70% of the average yield for a period of years as established from time to time by the corporation; and

(b) section 22, is not more than 90% of the average yield for a period of years as established from time to time by the corporation.

(3) The total coverage or guaranteed production in kilograms or in tonnes for each insured crop is an amount equal to the product of the coverage per acre as determined pursuant to subsection (1) and the acres seeded to each insured crop as determined pursuant to section 11.

28 Mar 2014 cS-12.1 Reg 1 s12.

Unit price option election

13(1) Subject to subsection (2), the insured shall, in the form required by the corporation and within the period specified by the corporation, elect the base price, variable price, in-season price, contract price or low price per kilogram or tonne for each crop.

(2) The variable price option may only be elected on the following:

(a) alfalfa;

(b) dehydrated alfalfa;

(c) alfalfa-grass mixtures;

(d) perennial grasses;

(e) sweet clover;

(f) annual cereal crops grown for harvested fodder production.

29 Mar 2018 SR 20/2018 s4.

Election for separate coverage on irrigated and non-irrigated acres

14(1) The insured may elect to insure irrigated acres of an insured crop separately from acres seeded on summerfallow and stubble of the same insured crop.

(2) An insured making an election pursuant to subsection (1) must pay any additional premium determined by the corporation on all acres of the insured crop.

(3) The insured shall make an election pursuant to subsection (1) on or before March 31 in each year.

28 Mar 2014 cS-12.1 Reg 1 s14.

Exemptions re public emergency period

14.1(1) During a public emergency period, the minister may, if the minister considers it to be in the public interest, by order:

(a) exempt any person or category of persons from complying with all or any provision of the Act or these regulations or the terms and conditions of the contract of crop insurance set out in Form A of the Appendix; and

(b) set out provisions to replace any provisions for which an exemption has been ordered pursuant to clause (a).

(2) Without limiting the generality of subsection (1), an order issued pursuant to that subsection may extend the time allowed for all or any of the following:

(a) the making of an application;

(b) the filing of any report;

(c) the giving of any notice;

(d) the selection of crops to be insured;

(e) the making of any election;

(f) the payment of any premium.

(3) An order made pursuant to this section remains in force only during the public emergency period, but, if the minister considers it necessary, the minister may, by order, extend the application of the order for a further period not exceeding 30 days after the date on which the public emergency period ends.

(4) If an order is made pursuant to this section, the minister shall cause the order:

(a) to be published in the Gazette as soon as is reasonably practicable after the order is made; and

(b) to be made public in any other manner the minister considers necessary, including publishing it on the corporation's website.

22 May 2020 SR 64/2020 s4.

Exemption for 2022 crop year

14.2(1) Notwithstanding any other provision of these regulations, for the 2022 crop year, if the date required by these regulations to do any of the following things is March 31, the minister may make an order to extend the date to April 14:

(a) the making of an application;

(b) the giving of any notice;

(c) the selection of crops to be insured;

(d) the making of any election.

(2) If an order is made pursuant to this section, the minister shall cause the order:

(a) to be published in the Gazette as soon as is reasonably practicable after the order is made; and

(b) to be made public in any other manner the minister considers necessary, including publishing it on the corporation's website.

8 Apr 2022 SR 18/2022 s2.

PART III
Coverage

Coverage

15 Subject to sections 16 and 17, the total coverage in dollars is an amount equal to the product of:

(a) the guaranteed production or total coverage in kilograms or tonnes for each insured crop; and

(b) the unit price option for the particular crop grown:

(i) in the case of tame legumes and perennial grasses, for production of hay or forage; or

(ii) in the case of insured crops other than those mentioned in subclause (i), for commercial, organic or pedigreed seed.

28 Mar 2014 cS-12.1 Reg 1 s15.

Total coverage for unseeded acreage

16(1) The corporation may determine from time to time the premium payable for unseeded acreage insurance.

(2) Subject to subsections (4) and (7) to (10), the indemnity in dollars payable by the corporation to the insured with respect to unseeded acreage insurance is the amount I1 calculated in accordance with the following formula:

I1 = [EA - (SA + UA)] x DC

where:

EA is the insured's eligible acres calculated in accordance with subsection (3);

SA is the insured's seeded acres;

UA is the insured's unseeded acres that, in the opinion of the corporation, were dry enough to seed on or before June 20, excluding the insured's acres intended for summerfallow in the current year; and

DC is the amount of dollar coverage selected pursuant to subsection (7).

(3) For the purposes of subsection (2), the insured's eligible acres is the amount EA calculated in accordance with the following formula:

EA = [CA x SI] - [LCA x SI x 5%]

where:

CA is the number of the insured's cultivated acres available for crop production in the current year;

SI is the insured's seeding intensity, being the percentage of cultivated acres seeded by the insured in any crop year, determined on the basis of the insured's historical seeding pattern; and

LCA is the sum of the insured's cultivated acres available for crop production for each legal land description on which there are acres that the insured is unable to seed on or before June 20 in the current year because of excessive spring moisture.

(4) Subject to subsection (6), if an insured is unable to seed all of his or her summerfallow acres on or before June 20 in any year due to excessive spring moisture, the indemnity in dollars payable by the corporation to the insured with respect to unseeded acreage insurance is the greater of:

(a) the amount I1 determined pursuant to subsection (2); and

(b) the amount I2 calculated in accordance with the following formula:

I2 = [ESA - (SSA + USA)] x DC

where:

ESA is the insured's eligible summerfallow acres calculated in accordance with subsection (5);

SSA is the insured's seeded summerfallow acres;

USA is the insured's unseeded summerfallow acres that, in the opinion of the corporation, were dry enough to seed on or before June 20; and

DC is the amount of dollar coverage selected pursuant to subsection (7).

(5) For the purposes of subsection (4), the insured's eligible summerfallow acres is the amount ESA calculated in accordance with the following formula:

ESA = SFA - (LSA x 5%)

where:

SFA is the insured's summerfallow acres available for crop production in the current year;

LSA is the sum of the insured's summerfallow acres available for all legal land descriptions on which there are summerfallow acres that the insured is unable to seed on or before June 20 in the current year because of excessive spring moisture.

(6) The total number of summerfallow acres on which unseeded acreage insurance is payable pursuant to subsection (4) shall not exceed the insured's eligible acres calculated in accordance with subsection (3).

(7) The insured shall select one of the following options for dollar coverage for unseeded acreage insurance:

(a) $50 per acre;

(b) $75 per acre;

(c) $100 per acre;

(d) $125 per acre.

(8) An insured making a selection pursuant to subsection (7) shall pay any premium determined by the corporation.

(9) The insured shall make a selection pursuant to subsection (7) on or before March 31 in each year.

(10) If an insured does not make a selection pursuant to subsection (7) on or before March 31 in a year and the insured had coverage in the previous year, the dollar coverage for unseeded acreage insurance is equal to the coverage that the insured selected in the previous year.

28 Mar 2014 cS-12.1 Reg 1 s16; 6 Mar 2015 SR 15/2015 s4; 6 Apr 2023 SR 21/2023 s3.

Establishment benefit

17(1) The corporation may determine from time to time the premium payable and the indemnity payable for the establishment benefit for perennial grasses, alfalfa, alfalfa-grass mixtures, native forage, sweet clover, annual cereal crops grown for harvested fodder production, corn insured pursuant to section 21 or 21.1, spring-seeded annual crops and fall-seeded annual crops.

(2) In the case of native forage crops, only applicants or insureds who meet the criteria determined by the corporation are eligible to participate in the establishment benefit program for those crops.

(3) The establishment benefit for alfalfa, alfalfa-grass mixtures, native forage, sweet clover and perennial grasses is additional coverage.

(4) An applicant or insured who intends to elect an establishment benefit respecting the crops mentioned in subsection (3) must do so on or before March 31 in the year for which the election is made.

(5) Subject to subsections (6) and (7), if one or more acres of an insured crop is destroyed by gophers during the period for which an establishment benefit would be payable for those acres and in the opinion of the corporation any reseeding of another crop in that year is likely to be destroyed by gophers, the insured is eligible for a payment of $50 for each acre destroyed.

(6) The number of acres eligible for payment pursuant to subsection (5) is to be reduced by a deductible equal to one acre per crop per legal land description.

(7) Any acre for which a benefit is paid pursuant to subsection (5) is not eligible for any subsequent payments pursuant to a contract of crop insurance for that year.

28 Mar 2014 cS-12.1 Reg 1 s17; 29 Mar 2018 SR 20/2018 s5; 8 Mar 2019 SR 10/2019 s5; 6 Mar 2020 SR 15/2020 s4.

Forage restoration benefit

17.1(1) A forage restoration benefit applies to an applicant or an insured who has elected insurance coverage on perennial grasses, alfalfa, alfalfa-grass mixtures or alfalfa seed.

(2) Coverage under the forage restoration benefit is equal to the coverage determined pursuant to subsection 17(1) for perennial grasses, alfalfa, alfalfa-grass mixtures or alfalfa seed.

(3) The corporation shall pay an indemnity under the forage restoration benefit to an insured for each acre of land insured under the forage restoration benefit that is damaged by flooding and that the corporation subsequently determines is no longer established.

(4) The number of acres eligible for payment pursuant to subsection (3) must be reduced by a deductible equal to 5% of the acres of land insured under the forage restoration benefit on each legal land description.

29 Mar 2018 SR 20/2018 s6.

Diversification option

18(1) Subject to subsections (2) and (11), an insured who has entered into a contract of crop insurance for grain crops or an applicant who has applied for a contract of crop insurance for grain crops may elect to insure under the diversification option crops that are not otherwise eligible for insurance pursuant to these regulations or the contract of crop insurance.

(2) A crop is eligible for the diversification option only if, in the opinion of the corporation, the crop is agronomically viable for the area in which it is grown and has the potential to be produced in harvestable quantities in the year of insurance.

(3) An election pursuant to subsection (1) must be made on or before March 31 in each year.

(4) The establishment benefit applies to crops to which the diversification option applies.

(5) For the purpose only of applying this section, crops that meet the criteria mentioned in subsections (1) and (2) are designated as "insurable crops" for the purposes of clause 2(l) of the Act.

(6) The maximum number of acres that an insured may elect to have the diversification option apply to is a number equal to 30% of the number of the acres of grain crops that he or she has insured.

(7) The minimum number of acres that an insured or applicant may elect to have the diversification option apply to is one acre.

(8) An insured shall indicate the crops seeded by the insured to which the diversification option applies in the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance.

(9) Notwithstanding section 28, the premium to be paid per acre for the diversification option is an amount equal to the average premium per acre paid by the insured for crop insurance for grain crops.

(10) Notwithstanding any other provision of these regulations or the contract of crop insurance, the corporation shall pay indemnity to an insured for crops insured under the diversification option in an amount per acre that is equal to the average amount per acre of indemnity paid to the insured pursuant to the crop insurance program for grain crops.

(11) An insured producer seeding more than one crop on insured acres must insure those acres under the diversification option.

28 Mar 2014 cS-12.1 Reg 1 s18; 29 Mar 2018 SR 20/2018 s7.

New crops

19(1) Notwithstanding any other provision of these regulations:

(a) no individual premium determination applies to premiums on new crops other than the following:

(i) caraway;

(ii) coriander;

(iii) soybeans;

(b) no adjustment for the quality of the harvested production is to be made to the quantity of production for new crops, except for the crops set out in subsection (2); and

(c) the maximum coverage level available for new crops is 70%.

(2) An adjustment to the quantity of the harvested production of the following crops is to be made when the quality of harvested production falls below the standard grade for the industry as determined by the corporation:

(a) non-irrigated dry beans (pinto);

(b) non-irrigated dry beans (black);

(c) non-irrigated dry beans (navy);

(d) timothy hay.

28 Mar 2014 cS-12.1 Reg 1 s19; 6 Mar 2020 SR 15/2020 s5; 6 Apr 2023 SR 21/2023 s4.

PART IV
Insurance Programs

Forage rainfall insurance program

20(1) In this section:

(a) **"applicant"** means a person who:

(i) qualifies for insurance pursuant to a contract of crop insurance; and

(ii) elects to participate in the forage rainfall insurance program pursuant to this section;

(b) **"program"** means the forage rainfall insurance program administered by the corporation pursuant to this section;

(c) **"tame hay"** means acres of any of the following crops if grown for harvested fodder production:

(i) alfalfa;

(ii) dehydrated alfalfa;

(iii) alfalfa-grass mixtures;

(iv) perennial grasses; and

(v) sweet clover.

(2) An applicant may elect to participate in the forage rainfall insurance program with respect to acres of tame hay, native forage or grazed tame forage that are within an area covered by the program, as determined by the corporation.

(3) An applicant who intends to participate in the program must, on or before March 31 of each year:

(a) make elections pursuant to subsections (2), (8.1), (13) and (15);

(b) subject to the approval of the corporation, select the weather station that best represents the climatic conditions for the acres to be insured; and

(c) declare the acres to be insured pursuant to the program.

(4) Acres that are insured pursuant to any other program pursuant to a contract of crop insurance are not eligible to be insured pursuant to the forage rainfall insurance program.

(4.1) Acres that are insured pursuant to the forage rainfall insurance program are not eligible to be insured pursuant to any other program pursuant to a contract of crop insurance.

(4.2) If an applicant elects to participate in the forage rainfall insurance program with respect to acres of tame hay, all of the applicant's eligible acres of tame hay must be insured under the forage rainfall insurance program.

(5) The minimum number of acres that may be insured by an applicant pursuant to the forage rainfall insurance program is 10 acres per quarter section of land.

(6) Every applicant shall pay a premium, as determined by the corporation, on all acres insured by the applicant pursuant to the program.

(7) No individual premium determination applies to a premium for the forage rainfall insurance program.

(8) The coverage under the program is an amount per acre for native forage and tame forage that:

(a) is to be determined by the corporation each year before the enrolment deadline mentioned in subsection (3);

(b) may be established at different levels in different soil zones of the province; and

(c) may be established in different amounts per acre.

(8.1) The applicant must elect an amount of coverage under the program from the different amounts per acre established by the corporation each year pursuant to subsection (8).

(9) Indemnity calculations for the forage rainfall insurance program are to be based on data obtained:

(a) from the weather station selected pursuant to clause (3)(b); or

(b) if the necessary data is not available from the weather station selected pursuant to clause (3)(b), from the weather station selected by the corporation as the best alternative to the weather station selected pursuant to clause (3)(b).

(10) Subject to subsections (12) to (15) and (22), an indemnity is triggered on insured acres pursuant to the forage rainfall insurance program when the calculated annual precipitation from April 1 to July 31 falls below 80% of the normal precipitation, as determined by the corporation, for the weather station selected pursuant to clause (3)(b) or (9)(b), as the case may be.

(11) For every percentage point that the calculated annual precipitation mentioned in subsection (10) falls below 80% of the normal precipitation for the selected weather station, an indemnity equal to 2.5% of the liability is to be paid on the insured acres.

(12) In determining the calculated annual precipitation for a weather station for the purposes of subsections (10) and (11), any precipitation in excess of a percentage as elected by the applicant pursuant to subsection (13) of the normal monthly precipitation for that weather station is not to be included in the calculated annual total for that weather station.

(13) The applicant must elect one of the following percentages of monthly precipitation as the maximum to be included in the calculated annual total for a weather station:

(a) 125%;

(b) 150%.

(14) Subject to subsection (12), the calculated annual precipitation for each weather station under the forage rainfall insurance program is to be determined by weighting the precipitation totals at that weather station for the months of April, May, June and July in accordance with the election made by the applicant pursuant to subsection (15).

(15) The applicant must elect one of the following options for the monthly weighting of precipitation totals for a weather station:

(a) option 1 - April 30%, May 30%, June 30%, July 10%;

(b) option 2 - April 10%, May 40%, June 40%, July 10%;

(c) option 3 - April 10%, May 30%, June 30%, July 30%;

(d) option 4 - April 20%, May 40%, June 40%, July 0%.

(16) Notwithstanding any other provision of these regulations, the corporation may limit the total number of acres that may be insured at any weather station pursuant to the forage rainfall insurance program.

(17) The liability mentioned in subsection (11) is the amount L calculated in accordance with the following formula:

L = C x A

where:

C is the applicable coverage per acre set pursuant to subsection (8); and

A is the number of acres insured by the applicant pursuant to the program.

(18) Subject to subsections (19) to (21), an applicant who elects to participate in the forage rainfall insurance program with respect to acres of native forage or tame forage pursuant to subsection (2) is covered for losses due to accidental fire on the acres insured under the program.

(19) The coverage per acre for losses due to accidental fire is equal to the coverage per acre determined pursuant to subsection (8).

(20) The total amount payable to an applicant under the program is limited to the amount of coverage determined pursuant to subsection (8), whether an indemnity is triggered pursuant to subsections (18) and (19) or pursuant to subsection (10).

(21) Coverage for losses due to accidental fire is in effect from April 1 of each year until March 31 of the following year.

(22) In determining the calculated annual precipitation for a weather station for the purposes of subsections (10) and (11), the monthly precipitation value is to be reduced by 1 millimetre for every day that the maximum daily temperature is 31 degrees Celsius or higher, as determined by the corporation, in that month.

28 Mar 2014 cS-12.1 Reg 1 s20; 29 Mar 2018 SR 20/2018 s8; 8 Mar 2019 SR 10/2019 s6; 19 Mar 2021 SR 29/2021 s3; 18 Mar 2022 SR 9/2022 s3; 6 Apr 2023 SR 21/2023 s5.

Corn heat unit insurance program

21(1) In this section:

(a) **"applicant"** means a person who:

(i) qualifies for insurance pursuant to a contract of crop insurance; and

(ii) elects to participate in the corn heat unit insurance program pursuant to this section;

(b) **"corn heat unit"** means the number of temperature degrees above the minimum required for the growth of corn as determined by the corporation;

(c) **"program"** means the corn heat unit insurance program administered by the corporation pursuant to this section;

(d) **"program area"** means the area of Saskatchewan that is determined by the corporation in which the program is to be offered.

(2) An applicant may elect to participate in the program with respect to acres that the applicant seeds to corn within the program area.

(3) For the purposes of this section, the corporation may:

(a) determine the area or areas of Saskatchewan in which the program is to be offered; and

(b) establish coverage in different amounts per acre under the program each year before the enrolment deadline mentioned in subsection (4).

(4) An applicant who intends to participate in the program must, on or before March 31 of each year:

(a) make elections pursuant to subsections (2) and (8);

(b) subject to the approval of the corporation, select the weather station that best represents the climatic conditions for the acres to be insured; and

(c) declare the acres to be insured pursuant to the program.

(5) The minimum number of acres that may be insured by an applicant pursuant to the program is one acre.

(6) Every applicant shall pay a premium, as determined by the corporation, on all acres insured by the applicant pursuant to the program.

(7) No individual premium determination applies to a premium for the program.

(8) The applicant must elect an amount of coverage under the program from the amounts per acre that are established by the corporation pursuant to clause (3)(b).

(9) Indemnity calculations for the program are to be based on data obtained:

(a) from the weather station selected pursuant to clause (4)(b); or

(b) if the necessary data is not available from the weather station selected pursuant to clause (4)(b), from the weather station selected by the corporation as the best alternative to the weather station selected pursuant to clause (4)(b).

(10) An indemnity is triggered on insured acres pursuant to the program when the number of the corn heat units, as determined by the corporation, for the period mentioned in subsection (13) falls below 95% of the long-term average normal corn heat units accumulation for the weather station selected pursuant to clause (4)(b) or (9)(b), as the case may be.

(11) The amount of any payment pursuant to the program that the corporation shall pay to an applicant is the product of:

(a) the applicant's liability calculated pursuant to subsection (12); and

(b) the appropriate percentage of the applicant's liability pursuant to the program determined according to the following schedule:

Indemnity Schedule

Percentage of long-term average normal corn heat units accumulation	Percentage of liability paid
95%	0%
94%	4%
93%	8%
92%	12%
91%	16%
90%	20%
89%	24%
88%	28%
87%	32%
86%	36%
85%	40%
84%	44%
83%	48%
82%	52%
81%	56%
80%	60%
79%	64%
78%	68%
77%	72%
76%	76%
75%	80%
74%	84%
73%	88%
72%	92%
71%	96%
70%	100%

(12) The applicant's liability mentioned in subsection (11) is the amount L calculated in accordance with the following formula:

L = C x A

where:

C is the coverage per acre elected by the applicant pursuant to subsection (8); and

A is the number of acres insured by the applicant pursuant to the program.

(13) The corporation shall determine corn heat units as the cumulative total of corn heat units for the period:

(a) commencing on May 15 in each year; and

(b) ending on the first day after July 1 of the year mentioned in clause (a) in which the daily minimum temperature is below minus 1 degree Celsius, as determined by the corporation.

(14) Notwithstanding any other provision of these regulations, the corporation may limit the total number of acres that may be insured at any weather station pursuant to the program.

(15) Acres that are insured under any other program under a contract of crop insurance, other than the corn rainfall insurance program, are not eligible to be insured under the program.

(16) If the applicant participates in both the program and the corn rainfall insurance program pursuant to section 21.1, the amount of coverage provided under the program is to be equal to 50% of the maximum available amount of coverage as determined pursuant to subsection (8).

(17) The applicant is eligible for the establishment benefit pursuant to section 17 on acres that are insured under the program

28 Mar 2014 cS-12.1 Reg 1 s21; 29 Mar 2018 SR 20/2018 s9; 8 Mar 2019 SR 10/2019 s7; 6 Apr 2023 SR 21/2023 s6.

Corn rainfall insurance program

21.1(1) In this section:

(a) **"applicant"** means a person who:

(i) qualifies for insurance under a contract of crop insurance; and

(ii) elects to participate in the corn rainfall insurance program pursuant to this section;

(b) **"program"** means the corn rainfall insurance program administered by the corporation pursuant to this section;

(c) **"program area"** means the area of Saskatchewan that is determined by the corporation in which the program is to be offered.

(2) An applicant may elect to participate in the program with respect to acres that are seeded to corn that are within the program area.

(3) For the purposes of this section, the corporation may:

(a) determine the area or areas of Saskatchewan in which the program is to be offered; and

(b) establish coverage in different amounts per acre under the program each year before the enrolment deadline mentioned in subsection (4).

(4) An applicant who intends to participate in the program must, on or before March 31 of each year:

(a) make elections pursuant to subsections (2), (9), (15) and (17);

(b) subject to the approval of the corporation, select the weather station that best represents the climatic conditions for the acres to be insured; and

(c) declare the acres to be insured under the program.

(5) Acres that are insured under any other program under a contract of crop insurance, other than the corn heat unit insurance program, are not eligible to be insured under the program.

(6) The minimum number of acres that may be insured by an applicant under the program is one acre.

(7) Every applicant shall pay a premium, as determined by the corporation, on all acres insured by the applicant under the program.

(8) No individual premium determination applies to a premium for the program.

(9) The applicant must elect an amount of coverage under the program from the amounts per acre that are established by the corporation pursuant to clause (3)(b).

(10) Indemnity calculations for the program are to be based on data obtained:

(a) from the weather station selected pursuant to clause (4)(b); or

(b) if the necessary data is not available from the weather station selected pursuant to clause (4)(b), from the weather station selected by the corporation as the best alternative to the weather station selected pursuant to clause (4)(b).

(11) Subject to subsections (12) to (17) and (21), an indemnity is triggered on insured acres under the program when the calculated annual precipitation from May 1 to August 31 falls below 80% of the normal precipitation, as determined by the corporation, for the weather station selected pursuant to clause (4)(b) or (10)(b), as the case may be.

(12) The amount of any payment under the program that the corporation shall pay to an applicant is the product of:

(a) the applicant's liability calculated pursuant to subsection (13); and

(b) the appropriate percentage of the applicant's liability under the program determined according to the following schedule:

Annual Percentage of Normal P recipitation	Indemnity Rate (Percentage of Liability)	Annual Percentage of Normal Precipitation	Indemnity Rate (Percentage of Liability)
≥80	0.0	≥54 & <56	47.0
≥78 & <80	3.5	≥52 & <54	51.0
≥76 & <78	7.0	≥50 & <52	55.0
≥74 & <76	10.5	≥48 & <50	59.0
≥72 & <74	14.0	≥46 & <48	63.0
≥70 & <72	17.5	≥44 & <46	67.0
≥68 & <70	21.0	≥42 & <44	71.0
≥66 & <68	24.5	≥40 & <42	75.0
≥64 & <66	28.0	≥38 & <40	80.0
≥62 & <64	31.5	≥36 & <38	85.0
≥60 & <62	35.0	≥34 & <36	90.0
≥58 & <60	39.0	≥32 & <34	95.0
≥56 & <58	43.0	<32	100.0

(13) The applicant's liability mentioned in subsection (12) is the amount L calculated in accordance with the following formula:

$$L = C \times A$$

where:

C is the coverage per acre elected by the applicant pursuant to subsection (9); and

A is the number of acres insured by the applicant under the program.

(14) In determining the calculated annual precipitation for a weather station for the purposes of subsections (11) and (12), any precipitation in excess of a percentage as elected by the applicant pursuant to subsection (15) of the normal monthly precipitation for that weather station is not to be included in the calculated annual precipitation amounts for that weather station.

(15) The applicant must elect one of the following percentages of monthly precipitation as the maximum to be included in the calculated annual precipitation amounts for a weather station:

(a) 125%;

(b) 150%.

(16) Subject to subsection (15), the calculated annual precipitation for each weather station under the program is to be determined by weighting the amount of precipitation at that weather station for the months of May, June, July and August in accordance with the election made by the applicant pursuant to subsection (17).

(17) The applicant must elect one of the following options for the monthly weighting of the amount of precipitation for a weather station:

(a) option 1 - May 20%, June 40%, July 40%, August 0%;

(b) option 2 - May 15%, June 35%, July 35%, August 15%;

(c) option 3 - May 0%, June 20%, July 40%, August 40%.

(18) Notwithstanding any other provision of these regulations, the corporation may limit the total number of acres that may be insured at any weather station under the program.

(19) If the applicant participates in both the program and the corn heat unit insurance program pursuant to section 21, the amount of coverage provided under the program is to be equal to 50% of the maximum available amount of coverage as determined pursuant to subsection (9).

(20) The applicant is eligible for the establishment benefit pursuant to section 17 on acres that are insured under the program.

(21) In determining the calculated annual precipitation for a weather station for the purposes of subsections (10) and (11), the monthly precipitation value is to be reduced by 1 millimetre for every day that the maximum daily temperature is 31 degrees Celsius or higher, as determined by the corporation, in that month.

8 Mar 2019 SR 10/2019 s8; 18 Mar 2022 SR 9/2022 s4; 6 Apr 2023 SR 21/2023 s7.

Crop averaging program

22(1) In this section:

(a) **"applicant"** means a person who:

(i) qualifies for insurance pursuant to a contract of crop insurance; and

(ii) elects to participate in the crop averaging program pursuant to this section;

(b) **"eligible crop"** means a crop that has been designated by the corporation as qualifying for coverage under the crop averaging program;

(c) **"program"** means the crop averaging program administered by the corporation pursuant to this section.

(2) An applicant may elect to participate in the program with respect to all eligible crops.

(3) An election pursuant to subsection (2) must be made on or before March 31 in each year.

(4) An applicant must select one of the following coverage levels for all eligible crops:

(a) 50%;

(b) 60%;

(c) 70%;

(d) 80%.

(5) Subject to subsection 12(2), the coverage level for each applicant is the coverage level selected pursuant to subsection (4) multiplied by a factor determined by the corporation in each year that reflects the applicant's reduced risk of loss that results from combining all crops under the program.

(6) Coverage per crop for the program is equal to the amount C calculated in accordance with the following formula:

$$C = Y \times CL \times PO \times A$$

where:

Y is the long-term individual yield for the eligible crop determined by the corporation;

CL is the coverage level determined by the corporation pursuant to subsection (5);

PO is the price option elected by the insured; and

A is the number of acres of the eligible crop.

(7) Total coverage under the program is the sum of the coverage for all eligible crops calculated pursuant to subsection (6).

(8) The total premium to be paid by an applicant for the program is the sum of the premiums for each eligible crop.

(9) Any individual premium determination that is determined by the corporation for the applicant applies to the total premium.

(10) Notwithstanding any other provision of these regulations or the contract of crop insurance, the corporation shall pay an indemnity to an applicant if the total production for all eligible crops, adjusted for quality and multiplied by the elected price option, falls below the total dollar coverage for all the eligible crops.

28 Mar 2014 cS-12.1 Reg 1 s22; 17 Mar 2017 SR 20/2017 s2; 29 Mar 2018 SR 20/2018 s10; 6 Apr 2023 SR 21/2023 s8.

Forage diversification option

23(1) Subject to subsection (2), an insured who has entered into a contract of crop insurance or an applicant who has applied for a contract of crop insurance may elect to insure under the forage diversification option crops grown for fodder production that are not otherwise eligible for insurance pursuant to these regulations or the contract of crop insurance.

(2) A crop is eligible for the forage diversification option only if, in the opinion of the corporation, the crop is agronomically viable for the area in which it is grown.

(3) An election pursuant to subsection (1) must be made on or before March 31 in each year.

(4) The establishment benefit does not apply to crops to which the forage diversification option applies.

(5) For the purpose only of applying this section, crops that meet the criteria mentioned in subsections (1) and (2) are designated as 'insurable crops' for the purposes of clause 2(l) of the Act.

(6) The minimum number of acres that an insured may elect to have the forage diversification option apply to is one acre.

(7) In the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance, the insured shall indicate the crops seeded by the insured to which the forage diversification option applies.

(8) The insured shall pay a premium, as determined by the corporation, on all acres insured under the forage diversification option.

(9) No individual premium determination applies to a premium for the forage diversification option.

(10) The coverage pursuant to the forage diversification option is an amount per acre that is to be determined by the corporation each year before the deadline mentioned in subsection (3).

(11) Notwithstanding any other provision of these regulations or the contract of crop insurance, the corporation shall pay an indemnity to an insured for crops insured under the forage diversification option in an amount per acre that is equal to an average per acre loss, as determined by the corporation, for barley at the 80% coverage level, for the risk area in which the insured crop is grown.

28 Mar 2014 cS-12.1 Reg 1 s23; 6 Apr 2023 SR 21/2023 s9.

Vegetable acreage loss option

24(1) Subject to subsection (3), an insured who has entered into a contract of crop insurance or an applicant who has applied for a contract of crop insurance may elect to insure under the vegetable acreage loss option vegetable crops that are specified in subsection (2).

(2) Vegetable crops under the vegetable acreage loss option are the following:

(a) asparagus;

(a.1) beans;

(b) beets;

(c) broccoli;

(d) cabbage;

(e) carrots;

(f) cauliflower;

(g) cucumbers;

(h) onions;

(i) peas;

(j) potatoes;

(k) pumpkins;

(l) rutabagas;

(m) squash;

(n) sweet corn;

(o) Brussels sprouts;

(p) parsnips;

(q) garlic;

(r) radishes;

(s) zucchini.

(3) A crop is eligible to be insured under the vegetable acreage loss option only if, in the opinion of the corporation, the crop is agronomically viable for the area in which it is grown.

(4) An election pursuant to subsection (1) must be made on or before March 31 in each year.

(5) The minimum number of acres that an insured or an applicant may elect to have the vegetable acreage loss option apply to is one acre.

(6) An insured shall indicate the crops seeded by the insured to which the vegetable acreage loss option applies in the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance.

(7) Crops insured under the vegetable acreage loss option shall be grouped, as determined by the corporation, for the purpose of calculating premium, coverage and indemnities.

(8) The insured shall pay a premium, as determined by the corporation, on all acres insured under the vegetable acreage loss option.

(9) The insured must elect an amount of coverage under the vegetable acreage loss option from the alternative amounts per acre that are to be determined by the corporation each year before the deadline mentioned in subsection (4).

(10) Coverage provided under the vegetable acreage loss option is to be in effect as follows:

(a) from the date of planting to and including June 20, coverage is 35% of the amount elected pursuant to subsection (9);

(b) on or after June 21 to the termination date pursuant to subsection (12), coverage is 100% of the amount elected pursuant to subsection (9).

(11) The corporation shall pay an indemnity under the vegetable acreage loss option equal to the coverage determined pursuant to subsection (10) for each acre or partial acre that the producer is required to destroy, less a deductible equal to 10% of all acres insured by the insured under this option with the approval of the corporation, as a result of an insurable cause of loss.

(12) The termination date for coverage under the vegetable acreage loss option is the earliest of the following dates:

(a) the date of harvest;

(b) the date of destruction of the crop;

(c) the fall cut-off date for coverage for each crop, as determined by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s24; 29 Mar 2018 SR 20/2018 s11; 6 Mar 2020 SR 15/2020 s6.

Commercial vegetable program

24.1(1) In this section:

(a) **"applicant"** means a person who:

(i) qualifies for insurance pursuant to a contract of crop insurance; and

(ii) elects to participate in the program pursuant to this section;

(b) **"eligible crop"** means a crop that has been designated by the corporation as qualifying for coverage under the program from among the vegetable crops listed in subsection 24(2);

(c) **"program"** means the commercial vegetable program administered by the corporation pursuant to this section.

(2) An applicant may elect to participate in the program with respect to all eligible crops.

(3) An election pursuant to subsection (2) must be made on or before March 31 in each year.

(4) If an applicant elects to participate in the program pursuant to subsection (2), the applicant may not also insure the selected eligible crop under the vegetable acreage loss option pursuant to section 24.

(5) The minimum number of acres to which an applicant may elect to have the program apply is 8 acres.

(6) An applicant shall:

(a) indicate the crops seeded by the applicant to which the program applies in a form designated by the corporation; and

(b) allow the corporation to have access to the applicant's farm in order to measure the acres insurable under the program.

(7) The coverage per acre for the program is the amount calculated in accordance with the following formula:

C = N x P

where:

C is the coverage per acre;

N is the standard number of plants per acre for the crop as determined by the corporation; and

P is the insured price for the crop as determined by the corporation.

(8) The applicant shall pay a premium, as determined by the corporation, on all acres insured under the program.

(9) Coverage provided under the program is to be in effect on or after June 21 until the termination date pursuant to subsection (10).

(10) The termination date for coverage under the program is the earlier of:

(a) the date of harvest; and

(b) the fall cut-off date for coverage for each crop, as determined by the corporation.

(11) The indemnity payable per acre under the program is the amount calculated in accordance with the following formula:

I = C x (PL – D)

where:

I is the indemnity payable;

C is the coverage per acre determined pursuant to subsection (7);

PL is the percentage loss for the crop, as determined by the corporation; and

D is the percentage deductible for the crop, as determined by the corporation.

19 Mar 2021 SR 29/2021 s4.

Wild rice coverage option

25(1) Subject to subsection (2), an insured who has entered into a contract of crop insurance or an applicant who has applied for a contract of crop insurance may elect to insure wild rice under the wild rice coverage option.

(2) An insured or applicant must have:

(a) a valid licence for the production of wild rice as issued pursuant to *The Crown Resource Land Regulations, 2019*; or

(b) if production of the wild rice is located on reserve, written authorization from the Indian band for whose use and benefit that reserve has been set aside.

(3) An election pursuant to subsection (1) must be made on or before March 31 in each year.

(4) In the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance, the insured shall indicate the acres intended to be harvested by the insured to which the wild rice coverage option applies.

(5) The insured must pay a premium, as determined by the corporation, on all acres insured under the wild rice coverage option.

(6) The insured must elect one of the following coverage levels before the deadline mentioned in subsection (3):

(a) 50%;

(b) 60%;

(c) 70%.

(7) Indemnity payments under the wild rice coverage option are to be calculated for each designated area of production within Saskatchewan, as determined by the corporation.

(8) The corporation shall determine the indemnity payable per acre for each coverage level offered in each designated area of production as the amount IA calculated in accordance with the following formula:

IA = [(PY x CL) - AY] x UP

where:

PY is the probable yield, as determined by the corporation;

CL is the coverage level;

AY is the annual yield;

UP is the unit price, as determined by the corporation.

(9) The total indemnity payable to each insured producer for each designated area of production is the amount TI calculated in accordance with the following formula:

TI = IA x A

where:

IA is the indemnity per acre determined pursuant to subsection (8);

A is the number of insured acres determined pursuant to subsection (4).

(10) Wild rice is deemed not to be a volunteer crop for the purposes of these regulations.

28 Mar 2014 cS-12.1 Reg 1 s25; 29 Mar 2018 SR 20/2018 s12; 6 Mar 2020 SR 15/2020 s7.

Fruit tree establishment and replacement program

26(1) An insured who has entered into a contract of crop insurance or an applicant who has applied for a contract of crop insurance may elect to insure the following crops under the fruit tree establishment and replacement program:

(a) saskatoons (*Amelanchier alnifolia*);

(b) dwarf sour cherries (*Prunus cerasus*);

(c) haskap (*Lonicera caerulea*).

(2) A crop is eligible to be insured under the fruit tree establishment and replacement program only if, in the opinion of the corporation, the crop is agronomically viable and of a suitable variety for the area in which it is grown.

(3) An election pursuant to subsection (1) must be made on or before March 31 in each year.

(4) The minimum number of acres that an insured or an applicant may elect to have the fruit tree establishment and replacement program apply to is one acre.

(5) An insured shall indicate the crops planted by the insured to which the fruit tree establishment and replacement program applies in the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance.

(6) The insured shall pay a premium, as determined by the corporation, on all trees insured under the fruit tree establishment and replacement program.

(7) Crops are covered under the fruit tree establishment and replacement program as follows:

(a) trees at least one year old and not more than three years old are eligible for establishment coverage; and

(b) trees more than three years old and not more than six years old are eligible for replacement coverage.

(8) The corporation may determine, from time to time, the indemnity payable for establishment coverage and replacement coverage under the fruit tree establishment and replacement program.

(9) The corporation shall pay an indemnity to an insured under the fruit tree establishment and replacement program equal to:

(a) in the case of a claim respecting establishment coverage, the coverage determined pursuant to subsection (8) for the total number of trees destroyed as a result of an insurable cause of loss, less a deductible equal to 10% of all trees insured by the insured for establishment coverage under this program; and

(b) in the case of a claim respecting replacement coverage, the coverage determined pursuant to subsection (8) for the total number of trees destroyed as a result of an insurable cause of loss, less a deductible equal to 10% of all trees insured by the insured for replacement coverage under this program.

28 Mar 2014 cS-12.1 Reg 1 s26; 29 Mar 2018 SR 20/2018 s13.

Bee mortality insurance program

27(1) Subject to subsection (2), an insured who has entered into a contract of crop insurance, or an applicant who has applied for a contract of crop insurance, may elect under the bee mortality insurance program to insure bee colonies for mortality losses over winter.

(2) An insured or applicant is eligible to make an election pursuant to subsection (1) if he or she:

(a) maintains a minimum of 100 bee colonies; and

(b) is registered with the Saskatchewan Beekeepers Development Commission.

(3) An election pursuant to subsection (1) must be made on or before June 25 in each year.

(4) Coverage under the bee mortality insurance program is in effect for the winter following an election made pursuant to subsection (1).

(5) Coverage under the bee mortality insurance program shall only be provided by the corporation if the bee colonies meet industry standard criteria for winter readiness, as determined by the corporation following an inspection by the corporation before the winter for which coverage is to be in effect.

(6) Subject to subsection (7), an insured who wishes to claim an indemnity payment pursuant to subsection (12) must notify the corporation in the spring following the winter in which the coverage is in effect while the bee colonies are still in such condition that the extent of loss can be determined by the corporation.

(7) Coverage under the bee mortality insurance program terminates May 15 in the year following the winter in which the coverage is in effect.

(8) In the seeded acreage report required pursuant to subsection 4(1) of the contract of crop insurance, the insured shall indicate the number of bee colonies to which coverage under the bee mortality insurance program applies.

(9) An insured or applicant who makes an election pursuant to subsection (1) must insure all of his or her eligible bee colonies under the bee mortality insurance program.

(10) The coverage pursuant to the bee mortality insurance program is an amount per bee colony that is to be determined by the corporation each year before the deadline mentioned in subsection (3).

(11) The insured shall pay a premium, as determined by the corporation, on all bee colonies insured under the bee mortality insurance program.

(12) The corporation shall pay an indemnity to an insured under the bee mortality insurance program in an amount equal to:

(a) the number of the insured's eligible bee colonies lost over winter, less a deductible as determined by the corporation to reflect the normal loss rate for overwintered bee colonies;

(b) multiplied by the coverage per bee colony determined pursuant to subsection (10).

28 Mar 2014 cS-12.1 Reg 1 s27; 6 Mar 2020 SR 15/2020 s8.

PART V
Premiums

Premium

28 The premium payable for each insured crop is an amount determined by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s28.

Premium due

29(1) The premium is due and payable at the time the statement of insurance in the form required by the corporation is mailed to the insured.

(2) The corporation may allow a discount for prompt payment of premium on any conditions that may be set from time to time by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s29.

Joint and several liability

30 If any amount is owed to the corporation by a partnership, joint venture or unincorporated group of associated individuals, the amount owed is a joint and several liability of the participants in the partnership, joint venture or group.

28 Mar 2014 cS-12.1 Reg 1 s30.

Failure to pay

31 If the applicant or the insured, as the case may be, has failed to pay the premium or penalty as required by these regulations, the corporation may, in its discretion, consider the contract:

(a) to be in force and take any action that it sees fit to recover any premium or penalty remaining unpaid; or

(b) to be at an end, and any part of the premium or penalty paid by the insured to the corporation is forfeited to the corporation.

28 Mar 2014 cS-12.1 Reg 1 s31.

Promissory note

32(1) The corporation may accept a promissory note to secure all or a portion of the total premium.

(2) A promissory note mentioned in subsection (1) may include a surcharge, allow a discount for prompt payment and provide for an interest charge in the event of late payment in accordance with any conditions that may be set from time to time by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s32.

Same conditions

33 If the amount of the premium or penalty has been determined pursuant to subsection 11(3), the payments made by the insured on the amount payable are subject to the same conditions regarding surcharge, discount and interest charges as if the amount had been secured by a promissory note.

28 Mar 2014 cS-12.1 Reg 1 s33.

Legal action

34 If the insured refuses or neglects to pay all or any part of the premium or penalty assessed by the corporation, including surcharges and interest, the corporation may take any legal action that it considers necessary to enforce payment.

28 Mar 2014 cS-12.1 Reg 1 s34.

PART VI
General

Change in use

35 If the insured intends to put any acreage of any insured crop to a use other than that for which it was insured, the insured must notify the corporation in person or file a request in the form provided by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s35.

Appraisal

36 If there is agreement regarding an appraisal of the potential production of acreage with respect to which a request has been filed pursuant to section 35, the appraisal is to be in the form provided by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s36.

Another use before approval

37 If an insured has put any part of his or her insured acreage to another use without following the procedure set out in section 35, the corporation may determine the actual yield for indemnity purposes to be the guaranteed production or the average yield established for that acreage before its use was converted.

28 Mar 2014 cS-12.1 Reg 1 s37.

Another use before agreement on potential production

38 If an insured has put any part of his or her insured acreage to another use before agreement has been reached on the appraisal of potential production of that acreage, the corporation may determine actual yield for the purposes of indemnity to be the lesser of:

(a) the appraised potential production per acre as set out in the appraisal report of an adjuster appointed by the corporation; or

(b) an amount per acre established by any method determined by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s38.

Notice regarding yield

39(1) If, before harvest, the insured has reason to believe that the actual yield for any insured crop will be less than the guaranteed production, the insured shall give the corporation written notice of that fact in order to provide the corporation with a reasonable opportunity to conduct a pre-harvest inspection.

(2) A notice pursuant to subsection (1) is to include an estimate of all carry-over production of insured crops in the possession of the insured or held on his or her behalf at the date of the notice.

(3) If the insured fails to give notice pursuant to subsection (1) and, as a result, the corporation is unable to determine who among two or more persons produced a crop, the corporation, for all its purposes, may fix the amount of crop produced by the insured.

28 Mar 2014 cS-12.1 Reg 1 s39.

Pre-harvest inspection

40 A pre-harvest inspection report is to include any information that the corporation may require.

28 Mar 2014 cS-12.1 Reg 1 s40.

Inadequate information on stored grain

41 The corporation may, for the purpose of ascertaining the actual yield, determine that all stored production and all marketings of the year following the commencement of harvest of an insured crop is the current year's production of the insured crop, if the insured:

(a) has failed to report, before harvest, all of his or her farm-stored production from previous years and, as a result of that failure, the corporation cannot clearly determine the current year's production; or

(b) at the time of the post-harvest inspection is unable, to the satisfaction of the corporation, to clearly indicate the current year's production.

28 Mar 2014 cS-12.1 Reg 1 s41.

Corporation may fix production

42 If the corporation is not able to determine which of two or more persons produced a crop, the corporation may fix the amounts produced by each person who is an insured of the corporation for all the purposes of the corporation.

28 Mar 2014 cS-12.1 Reg 1 s42.

Delayed harvest inspection

43 The corporation may require that a request for a delayed harvest inspection be filed by a date before the end of the insurance period as set out in the contract if:

(a) the insured has not completed threshing by a date established by the corporation; or

(b) the actual threshed production has not reached the level of the guaranteed production by a date established by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s43.

Post-harvest report

44 A post-harvest report is to be in the form provided by the corporation and is the basis of determining the production and the actual yield of the insured crop.

28 Mar 2014 cS-12.1 Reg 1 s44.

Proof of loss

45 A proof of loss is to be in the form provided by the corporation.

28 Mar 2014 cS-12.1 Reg 1 s45.

Actual yield

46(1) Subject to any other provision of these regulations, for the purposes of these regulations and the contract, **"actual yield"** means the yield of a crop insured under a contract as determined by the corporation, and includes:

(a) all threshed grain from the insured acreage;

(b) loss credits due to uninsurable causes, if any, established under the terms of the contract; and

(c) any amount, determined by the corporation, of potential production on acreage abandoned or put to another use.

(2) Subject to subsection (3), the corporation may revise a determination of actual yield made pursuant to subsection (1):

(a) after reinspecting the damaged area of the insured crop; or

(b) after receiving information that the initial determination was incorrect.

(3) The corporation must complete any revision of a determination of actual yield within six years after the last day of the crop year with respect to which the determination relates.

28 Mar 2014 cS-12.1 Reg 1 s46.

Amount payable

47 Subject to section 49, the amount payable in the case of yield-loss claims mentioned in the proof of loss is the product of:

(a) the total coverage or guaranteed production of each insured crop less the actual yield in kilograms or in tonnes for each insured crop; and

(b) the unit price option as set out in the statement of insurance for each insured crop.

28 Mar 2014 cS-12.1 Reg 1 s47.

Reappraisal

48(1) In the event of a disagreement between the corporation and the insured about the amount payable to the insured as a result of loss or damage caused by one or more of the perils mentioned in the definition of "crop insurance" set out in clause 2(h) of the Act, whether the right to recover on the policy is disputed or not, that amount shall, on the request of either party, be determined by a reappraisal conducted in accordance with this section.

(2) Within five days after the disagreement pursuant to subsection (1), the party requesting a reappraisal shall serve personally or by registered mail on the other party a written notice requesting a reappraisal and naming an appraiser.

(3) Subject to subsection (4), the date of the disagreement pursuant to subsection (1) is deemed to be the earlier of:

(a) the fifth day after the day when the insured receives a proof of loss form from the corporation; and

(b) the day that the corporation receives written notice in accordance with subsection (2).

(4) The corporation may determine the date of the disagreement pursuant to subsection (1) to be a date later than the date determined pursuant to subsection (3).

(5) Within five days after receiving a notice pursuant to subsection (2), the party served shall serve personally or by registered mail on the other party written notice that he or she accepts the named appraiser or that he or she names his or her own appraiser.

(6) If each party names an appraiser, the appraisers shall together estimate the amount of loss or damage and, if they cannot agree, they shall appoint an arbitrator, or request that the Superintendent of Insurance appoint an arbitrator, to:

(a) resolve the dispute;

(b) determine the amount of the loss or damage; and

(c) provide a written award.

(7) Each party shall bear the cost of his or her appraiser.

(8) The parties shall share equally:

(a) the cost of the appraiser if only one appraiser is appointed;

(b) the cost of the arbitrator, if any.

(9) A reappraisal pursuant to this section is to be commenced two days after:

(a) both appraisers have been appointed; or

(b) the time has expired for the appointment of appraisers.

(10) Failure by one party to name an appraiser within the time specified in this section vests power in the appraiser already appointed to determine the amount of the loss or damage.

(11) The Superintendent of Insurance may, in his or her discretion, extend the time for doing any thing pursuant to this section.

28 Mar 2014 cS-12.1 Reg 1 s48; 8 Mar 2019 SR 10/2019 s9.

No double recovery

49 If the insured is eligible for compensation for loss to an insured crop pursuant to *The Wildlife Damage and Livestock Predation Regulations*, the amount payable pursuant to section 47 is to be reduced by the amount that the insured would otherwise have received pursuant to these regulations for that portion of the crop that would otherwise have been eligible for indemnification pursuant to these regulations.

28 Mar 2014 cS-12.1 Reg 1 s49.

R.S.S. c.C-47.2 Reg 1 repealed

50 *The Crop Insurance Regulations* are repealed.

28 Mar 2014 cS-12.1 Reg 1 s50.

Coming into force

51 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

28 Mar 2014 cS-12.1 Reg 1 s51.

Appendix

FORM A
[*Section 5*]

Contract of Crop Insurance

THE SASKATCHEWAN CROP INSURANCE CORPORATION (hereinafter referred to as the **"corporation"**), subject to *The Saskatchewan Crop Insurance Corporation Act* (hereinafter referred to as the **"Act"**), the regulations made pursuant to the Act, and the Federal/Provincial AgriInsurance Agreement, agrees to insure the insured in accordance with the terms and conditions of this contract, in any crop year during the term of this contract, and agrees to pay to the insured:

(a) the unit price option for each kilogram or each tonne of insured crop by which the actual yield is less than the total coverage of that crop, as provided by this contract, provided that the reduced yield results from one or more of the perils designated under **"crop insurance"**;

(b) unseeded acreage insurance in the case of loss resulting from the inability to seed crops on insured acreage on or before June 20 of the relevant year due to excessive spring moisture;

(c) an establishment benefit on acreage of:

(i) spring-seeded or fall-seeded annual crops, corn insured pursuant to section 21 or 21.1 of the regulations, and annual cereal crops grown for harvested fodder production, that fails to establish in the spring or suffers damage on or before the dates mentioned in clause 7(8)(a) of this contract;

(ii) tame legumes and perennial grasses that fails to establish by the spring following the establishment year;

where:

(iii) that acreage exceeds the lesser of:

(A) 10 acres; and

(B) 10% of the total acreage of the insured crops; and

(iv) the failure to establish results from one or more of the perils designated under **"crop insurance"** pursuant to clause 1(2)(c) of this contract.

The premium to insure a crop in each year of the contract shall be paid in cash in full or under any terms and conditions that are provided in the Act and the regulations made pursuant to the Act.

Meaning of terms

1(1) In this contract, words and expressions have the meaning given to them by the Act and the regulations made pursuant to the Act.

(2) For the purposes of this contract:

(a) **"actual yield"** means the yield of a crop insured under a contract as determined by the corporation and includes:

(i) all threshed grain from the insured acreage;

(ii) loss credits due to uninsurable causes, if any, established under the terms of this contract;

(iii) an amount, if any, as determined by the corporation, of potential production on acreage abandoned or put to another use;

(b) **"coverage per acre"** means:

(i) subject to subclauses (ii) and (iii), in the case of individual coverage, not more than 80% of the long-term average yield per acre;

(ii) coverage pursuant to the crop averaging program; and

(iii) in the case of new crops, not more than 70% of the long-term average yield per acre;

for the insured crop as determined by the corporation in the manner prescribed in the regulations;

(c) **"crop insurance"** means insurance against loss with respect to an insured crop caused by drought, flood, hail, wind, frost, lightning, excessive rain, snow, hurricane, tornado, wildlife, accidental fire, insect infestation, gophers or plant disease;

(d) **"designated grades"** means:

(i) subject to subclause (ii), in the case of:

(A) hard red spring wheat, No. 2 C.W.R.S.;

(B) durum wheat, No. 2 C.W.A.D.;

(C) extra strong red spring wheat, No. 2 C.W.E.S.;

(D) Canada prairie spring wheat, No. 2 C.P.S.;

(E) winter wheat, No. 2 C.W.;

(F) barley, No. 1 C.W.;

(G) oats, No. 2 C.W.;

(H) spring rye, No. 2 C.W.;

(I) fall rye, No. 2 C.W.;

(J) flax, No. 1 C.W.;

(K) canola, No. 1 Canada;

(L) sunflowers, No. 1 Canada;

(M) field peas, a composite grade determined according to the following weightings:

(I) 70% No. 2 Canada;

(II) 30% No. 3 Canada;

(N) fababeans, No. 2 Canada;

(O) canary seed, sound and dry;

(P) triticale, No. 2 Canada;

(Q) brown mustard, No. 1 Canada;

(R) oriental mustard, No. 1 Canada;

(S) yellow mustard, No. 1 Canada;

(T) lentils (large green), No. 2 Canada;

(U) lentils (red), No. 1 Canada;

(V) lentils (other), No. 2 Canada;

(W) irrigated dry beans (pinto), No. 1 Canada;

(X) irrigated dry beans (black), No. 1 Canada;

(Y) irrigated dry beans (other), No. 1 Canada;

(Z) desi chickpeas, No. 2 C.W.;

(AA) small-seeded Kabuli chickpeas, No. 2 C.W.;

(BB) large-seeded Kabuli chickpeas, a composite grade determined according to the following weightings:

(I) 60% No. 2 C.W. 9 mm;

(II) 30% No. 2 C.W. 8 mm;

(III) 10% Sample Account Green maximum 5% green 7 mm;

(CC) hard white spring wheat, No. 2 C.W.H.W.;

(DD) identity preserved canola, No. 1 Canada;

(EE) non-irrigated dry beans (pinto), No.1 Canada;

(FF) non-irrigated dry beans (black), No.1 Canada;

(GG) non-irrigated dry beans (navy), No.1 Canada;

(HH) timothy hay, choice;

(ii) Canada Certified No. 1 in the case of any insurable crop that is grown as pedigreed seed but that does not meet the germination standards for pedigreed seed, as determined by the corporation;

(e) **"establishment benefit"** means an acreage payment provided as an extension to coverage under a contract of crop insurance on acreage of any of the following insured crops that fails to establish following seeding due to one or more of the perils mentioned in the definition of "crop insurance" set out in clause 1(2)(c) of this contract:

(i) spring-seeded or fall-seeded annual crops;

(ii) legumes;

(iii) perennial grasses;

(iv) annual cereal crops grown for harvested fodder production;

(v) corn insured pursuant to section 21 or 21.1 of the regulations;

(f) **"put to another use"** means:

(i) in the case o f crops grown for seed production, working down, using for pasture, cutting for feed, reseeding to the same or another crop and any use other than threshing; and

(ii) in the case of crops grown for fodder, working down or reseeding to the same or another crop;

(g) **"regulations"** means *The Saskatchewan Crop Insurance Corporation Regulations*;

(h) **"stubble acreage"** means acreage that has been in crop or has not been properly summerfallowed, as determined by the corporation in its discretion, during the year preceding the year in which the insurance is in effect;

(i) **"summerfallow acreage"** means acreage that did not produce a crop, and on which an adequate and accepted method of weed and other plant growth control was practised, as determined by the corporation in its discretion, by July 11 and during the year preceding the year in which the insurance is in effect;

(j) **"total coverage"** means the total guaranteed production in kilograms or in tonnes of the insured crop as determined by the corporation and as set out in the regulations;

(k) **"unit price option"** means the insured's election pursuant to section 13 of the regulations of the base price, variable price, in-season price, contract price or low price per kilogram or per tonne for a particular crop as determined by the corporation;

(l) **"unseeded acreage insurance"** means coverage provided for the purpose of guaranteeing a return from acreage intended for seeding, determined on the basis of the insured's historical seeding pattern, but that remains unseeded and is still too wet to seed on June 20 in any year as a result of excessive spring moisture, but the coverage does not apply to acreage that is dry enough to seed but is inaccessible because of spring moisture conditions;

(m) **"wildlife"** means any animal that has not been held in captivity, and includes birds.

Scope of insurance

2(1) It is understood that this contract includes all the acreage seeded to an insurable crop covered by the contract unless the corporation has otherwise consented in writing.

(2) It is understood that the insurable varieties of a crop are those that are, in the opinion of the corporation, suitable for the local growing conditions in the region of Saskatchewan in which they are to be grown.

Insurance period

3(1) Subject to subsection (2) and the terms and conditions of this contract, yield-loss coverage is provided by the corporation on each of the insured crops of the insured in each crop year from the date of seeding until the earlier of:

(a) the day that the crop is threshed; and

(b) the day that the crop is put to another use.

(2) Notwithstanding subsection (1), no crop shall be insured after November 15 in any crop year, with the exception of tame legumes and perennial grasses grown for hay and forage, unless that deadline is extended by the corporation.

(3) Alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover and annual cereal crops grown for harvested fodder production will not be insured after September 30 unless the deadline is extended by the corporation.

Seeded acreage report

4(1) Every insured shall file with the corporation, on or before June 25 or a date set by the corporation in each year, a seeded acreage report, in the form provided by the corporation, declaring:

(a) the insured crops seeded in which the insured has an interest;

(b) the total acres seeded to each insured crop in which the insured has an interest at the time of seeding, and the number of acres seeded on summerfallow, stubble or irrigated acres;

(c) total acres in summerfallow;

(d) an estimate of all production of insured crops in storage in the current year;

(e) total acres seeded to crops that are not insured crops; and

(f) any other relevant information the corporation may require respecting the matters mentioned in clauses (a) to (e).

(2) Any seeded acreage report submitted by the insured is binding on the insured and is not subject to change by the insured without the written permission of the corporation.

(3) A report pursuant to this section of the contract is known as the seeded acreage report and unless otherwise determined by the corporation forms the basis on which the crop of the insured is insured and the basis on which any loss will be adjusted and paid.

(4) If the insured under a contract with the corporation fails to file a seeded acreage report, the corporation may:

(a) determine the insured acreage on behalf of the insured for the purposes of determining coverage under this contract, in which case the determination is binding on the insured and the insured shall pay a premium calculated on that insured acreage determined by the corporation together with any penalties the corporation may assess to the insured; or

(b) declare the insured acreage to be zero for the purposes of determining the coverage under this contract, in which case the determination is binding on the insured and the corporation may assess a penalty to the insured in any amount that the corporation may in its discretion determine, having regard for the premium payment that would have been payable by the insured had a seeded acreage report been filed, and in that event the insured shall make payment of the penalty as assessed by the corporation, including interest on any delinquent payments.

(5) If the insured does not plant a crop that is insurable under his or her contract, the insured shall file a report so indicating.

Changes in crop selection, etc.

5(1) Subject to subsections (2) and (2.1), changes must be made on or before March 31 of each year:

(a) in the selection of crops insured;

(b) in the selection of percentage of average yield;

(c) in the election of the unit price option pursuant to section 13 of the regulations;

(d) in an election pursuant to section 17 of the regulations to participate in the establishment benefit for alfalfa, alfalfa-grass mixtures, native forage, sweet clover or perennial grasses;

(e) in an election to participate in the diversification option pursuant to section 18 of the regulations;

(f) in an election to participate in the forage rainfall insurance program pursuant to section 20 of the regulations;

(g) in an election to participate in the corn heat unit insurance program pursuant to section 21 of the regulations; or

(h) in an election to participate in the corn rainfall insurance program pursuant to section 21.1 of the regulations.

(2) With respect to winter wheat or fall rye, the election to include winterkill coverage under the establishment benefit pursuant to this contract must be made on or before August 25 in the year in which the crop is seeded.

(2.1) With respect to new coverage for annual cereal crops grown for harvested fodder production, the selections mentioned in clauses (1)(a) and (b) and the election mentioned in clause (1)(c) must be made on or before:

(a) March 31; or

(b) any later date the corporation is reasonably satisfied is required because of weather conditions that may impact the ability of insured persons to grow a crop.

(3) Any election made pursuant to the regulations remains in force for each subsequent year unless the insured changes the election in accordance with this section.

(4) For the purposes of this section, **"new coverage"** does not include coverage as a result of an election made pursuant to the regulations:

(a) on or before March 31 of the year; or

(b) that remains in force for a subsequent year.

Notice of loss

6(1) An insured, whose crop has been damaged by one or more of the perils covered by this contract and who wishes to put all or a portion of the acreage seeded to that crop to another use, shall notify the corporation in person or in writing delivered by registered mail or personally at least five days before a field inspection is required.

(2) If, in any year, acreage intended for seeding remains unseeded on June 20 because of excessive moisture, the insured shall advise the corporation no later than June 25 of that year.

(3) If the insured advises the corporation that acreage intended for seeding remains unseeded because of excessive moisture after June 25 in a year but before July 3 of that year, any resulting indemnities will be reduced by 25%, to a maximum of $1,000.

(4) No indemnity will be paid with respect to unseeded acres if the insured advises the corporation on or after July 3 of any year that acreage intended for seeding remains unseeded because of excessive moisture.

(5) The corporation has the right to waive the application of subsections (3) and (4) if the corporation is satisfied that, as a result of extenuating circumstances, the insured was unable to provide the corporation with the required information within the time set out in those subsections.

(6) If, before harvest, the insured has reason to believe that his or her actual yield for any insured crop will be less than the guaranteed production, the insured shall:

(a) give the corporation written notice of that fact in order to provide the corporation with a reasonable opportunity to conduct a pre-harvest inspection;

(b) include in the notice mentioned in clause (a) an estimate of all carryover production of insured crops in the possession of the insured or held on the insured's behalf as at the date of the notice; and

(c) store harvested production of the crop separate from any other kind of production and in a manner so that the identity of the crop is maintained.

(7) If an insured files a claim on a crop in connection with which he or she has contravened clause (6)(a), (b) or (c), the corporation may count as current year's production all such production that is mixed with other production and all production that it cannot clearly identify as carryover production.

(8) If in any year the harvested production of an insured crop is less than its total coverage, the insured, subject to subsection (16), shall advise the corporation on or before:

(a) September 30 of that year in the case of alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover or annual cereal crops grown for harvested fodder production; and

(b) November 15 of that year in the case of insured crops other than those mentioned in clause (a).

(9) If the insured advises the corporation during the following periods that the harvested production of an insured crop in a year is less than its total coverage, any resulting indemnities will be reduced by 25%, to a maximum of $1,000:

(a) after September 30 but before November 16 of that year in the case of alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover or annual cereal crops grown for harvested fodder production;

(b) after November 15 of that year but before January 1 of the following year in the case of insured crops other than those mentioned in clause (a).

(10) The corporation has the right to waive the application of subsection (9) if the corporation is satisfied that, as a result of extenuating circumstances, the insured was unable to provide the corporation with the required information within the time set out in that subsection.

(11) No indemnity will be paid with respect to a crop if the insured advises the corporation on or after the following dates that the harvested production of the insured crop in a year is less than its total coverage:

(a) November 16 of that year in the case of alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover or annual cereal crops grown for harvested fodder production;

(b) January 1 of the following year in the case of insured crops other than those mentioned in clause (a).

(12) The corporation has the right to waive the application of subsection (11) if the corporation is satisfied that, as a result of extenuating circumstances, the insured was unable to provide the corporation with the required information within the time set out in that subsection.

(13) In the case of alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover or annual cereal crops grown for harvested fodder production, an insured must notify the corporation before the insured moves production off the farm on which the crop was produced.

(14) Subject to subsection (15), when in any year the harvesting of an insured crop has not been completed before the onset of winter and the harvested production is less than total coverage for that crop, the insured shall advise the corporation no later than November 15 of that year, and a final adjustment on any claim filed with respect to that crop may be deferred until the crop is totally harvested or until the unharvested acreage is put to another use with the consent of the corporation.

(15) Subsection (14) does not apply to alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, sweet clover, perennial grasses and annual cereal crops grown for harvested fodder production.

(16) The corporation has the right to reject any claim submitted by an insured more than 15 days after the date that harvesting is generally completed in his locality.

(17) On receipt of notification of substantial damage or loss, the corporation shall appoint an adjuster to appraise the loss.

(18) On demand by the corporation, the insured shall furnish the corporation and its adjuster with any information relating to the loss that the corporation may require.

Adjustment of loss claim

7(1) Subject to subsection (8), no adjustment for loss or damage will be made on any insured crop other than fall rye or winter wheat before June 21 in any crop year.

(2) No adjustment for loss or damage will be made on winter wheat and fall rye before February 1 in the year in which the insured crop is intended to be harvested.

(3) No coverage is provided and no adjustment for loss or damage will be made on winter wheat and fall rye seeded after September 30 of the year preceding the year in which the insured winter wheat and fall rye crop is intended to be harvested.

(4) No coverage is provided and no adjustment for loss or damage will be made on winter wheat and fall rye acres that have been grazed by domestic animals.

(5) No coverage is provided and no adjustment for loss or damage will be made in any crop year for any portion of an insured crop, other than winter wheat, fall rye, alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, perennial grasses, sweet clover and annual cereal crops grown for harvested fodder production, that is seeded after the earlier of:

(a) the normal seeding date for the area, as determined by the corporation based on the normal frost-free period for the area; and

(b) June 20 in any year.

(6) No coverage is provided and no adjustment for loss or damage will be made for any portion of an insured crop that is volunteer crop.

(7) No coverage is provided and no adjustment for loss or damage will be made on annual cereal crops grown for harvested fodder production seeded after:

(a) June 30; or

(b) any later date the corporation is reasonably satisfied is required because of weather conditions that may impact the ability of insured persons to grow a crop.

(8) Adjustments for loss or damage for the establishment benefit:

(a) are to apply:

(i) in the case of insured crops other than those mentioned in subclauses (ii) to (iv), from the date of seeding to and including June 20;

(ii) in the case of fall rye or winter wheat to be cut for feed or pastured, from the date of seeding to and including June 9;

(iii) in the case of tame legumes or perennial grasses, from the date of seeding to and including June 20 of the year following the establishment year; and

(iv) in the case of annual cereal crops grown for harvested fodder production, from the date of seeding to and including June 30; and

(b) may be carried out by the corporation at any time.

(9) During the periods mentioned in subsection (8), the insured may, with the consent of the corporation, work down acreage sown to an insured spring-seeded or fall-seeded annual crop, and the insured is entitled to receive payment of an establishment benefit, set out in section 17 of the regulations, if the acreage worked down exceeds the lesser of:

(a) 10 acres; and

(b) 10% of the total acreage of the insured crop.

(10) Adjustments for yield-loss commence:

(a) subject to clause (b), on June 21 for all established crops; and

(b) on June 10 for fall rye and winter wheat that is to be cut for feed or pastured.

(11) Adjustment for yield-loss will not apply if adjustment for loss should have been carried out under the establishment benefit.

(12) Any indemnity payable as the result of an adjustment for yield-loss will be based on the full coverage or production guarantee less actual yield.

(13) If a crop has been harvested, the quality of the harvest production, as determined by standards established by the Canadian Grain Commission, will be taken into account in determining the quantity of production, and all appraised production shall be regarded as being of **"Designated Grade"** in the calculation of an indemnity.

Acreage to be put to another use

8(1) Acreage on which there is an insured crop shall not be put to another use before it is inspected by the corporation and an appraisal agreed on by the corporation and the insured.

(2) The corporation is not liable to the insured with respect to any acreage that has been put to another use without the written consent of the corporation, but the insured is liable to the corporation for the premium on that acreage.

(3) If an insured does not harvest all the acreage of an insured crop, an appraisal will be made on the unharvested acreage and the appraised production taken into consideration when the final adjustment is made.

(4) The corporation may at its option defer, to a date later in the crop year, the appraisal of an insured crop that has been damaged.

Reappraisal

9 If the corporation and the insured cannot reach agreement as to the extent of loss or damage suffered by the insured under the provisions of the contract as a result of damage caused by one or more of the designated natural perils, the amount shall be determined by independent appraisal as provided by section 48 of the regulations.

Negligence

10(1) If the loss or damage claimed by the insured results from negligence, neglect or misconduct of the insured, the insurance provided by this contract is void, but the insured is not entitled to the return of moneys paid as premiums or relieved from the liability for any unpaid premium owing.

(2) When the insured makes a claim under the contract, if the corporation determines that all or part of the deficiency in yield is due to negligence, neglect or misconduct of the insured, the corporation shall notify the insured that it declines to pay all or part of the claim.

Life of contract, cancellation and termination

11(1) Subject to all the terms and conditions of this contract, this contract is in effect as of April 1 of the year specified in the application and continues in effect for each succeeding crop year.

(2) Notwithstanding subsection (1) but subject to all other terms and conditions of this contract, for an applicant approved by the corporation in 2002, this contract is in effect as of April 20, 2002 and continues in effect for each succeeding crop year.

(3) Notwithstanding subsections (1) and (2) but subject to all other terms and conditions of this contract, for an applicant approved by the corporation in 2003, this contract is in effect as of May 1, 2003 and continues in effect for each succeeding crop year.

(4) This contract may, in any year during its term, be terminated by the corporation or by the insured on either giving the other written notice by registered mail of the cancellation not later than March 31, and that cancellation is effective on and after April 1.

(5) This contract terminates on the death of the insured except when the death occurs after the beginning of the seeding of any insured crop and before the end of the insurance period in which case the contract terminates at the end of the insurance period.

(6) This contract may be terminated in any year for indebtedness on the part of an insured as at March 31 of that year or any time after that, and the termination is effective immediately on the corporation's giving written notice to the insured.

(7) Subject to the provisions of the Act, the regulations, subsections (8) and (11) and section 10 of this contract, this contract may not be cancelled by either the corporation or the insured during the growing season.

(8) The corporation may terminate this contract if:

(a) subject to subsection (9), the insured does not declare any acres seeded to insured crops in the seeded acreage report filed pursuant to section 4 of this contract in the year mentioned in the application; or

(b) the insured does not file a seeded acreage report pursuant to section 4 of this contract in the year mentioned in the application.

(9) The corporation shall not terminate a contract pursuant to clause (8)(a) if the insured did not declare any seeded acres because the insured qualified, in the year mentioned in the application, for any of the following indemnity payments respecting the insurable crop covered by the contract:

(a) an establishment benefit;

(b) a payment pursuant to unseeded acreage insurance;

(c) a payment pursuant to subsection 17(5) of the regulations because of destruction by gophers.

(10) If the corporation does terminate the contract in accordance with subsection (8), the termination is deemed to be effective on April 1 of the year mentioned in the application.

(11) The corporation may terminate this contract at any time if the insured:

(a) misrepresents or fails to disclose any material fact required to be disclosed to the corporation under the terms of this contract or in the application for insurance;

(b) is otherwise in breach of any term or condition of this contract; or

(c) acts in a threatening manner towards any employee or representative of the corporation.

(12) If this contract is terminated by the corporation pursuant to subsection (11), the insurance is void for the crop year in which the misrepresentation, breach or action occurred and remains void until or unless this contract is reinstated by the corporation, but the insured is not entitled to the return of moneys paid as premiums or relieved from liability for any unpaid premium owing to the corporation.

Subrogation

12 If the corporation has paid a claim of the insured, all rights of the insured to claim against a third person, other than for other insurance, for loss or damage to the insured crop are hereby assigned to the corporation to the extent of the amount of loss paid by the corporation to the insured for the loss or damage.

Collateral assignment

13(1) The insured may assign his or her right to an indemnity for an insured crop in any crop year under this contract but any assignment must be in the form approved by the corporation and is not binding on the corporation until accepted in writing by the corporation.

(2) An assignee under this contract has the same right as the insured to file a claim for loss or damage to the insured crop if the insured does not file a claim.

Records and access to farm

14(1) The insured must at all times keep adequate and accurate records of his or her farming practices.

(2) The corporation may, at any time, require the insured to produce the records mentioned in subsection (1), and the insured, by entering into this agreement, consents to permitting any persons designated by the corporation to have access to those records and to the insured's farm at any reasonable time for the purpose of determining any matters arising out of this contract.

(3) The corporation may, at any time, request any individual, organization or corporation, to provide the corporation with information respecting the farming operations of the insured, and the insured by entering into this contract shall be deemed to have authorized and consented to the release of that information to the corporation.

Waiver and alteration

15 No term or condition of this contract is deemed to have been waived or altered by the corporation unless the waiver or alteration is expressed in writing in a form authorized by the corporation and signed by a duly authorized representative of the corporation.

Changes in the contracts

16(1) The corporation reserves the right to add to or amend this contract to change the insurable crops, premium rates, coverage, unit price option and other terms and conditions of this contract from year to year.

(2) The corporation shall, on or before the relevant cancellation date mentioned in subsection 11(4) of this contract, provide written notice to the insured of any amendment to the contract mentioned in this section by:

(a) personal delivery; or

(b) ordinary mail sent to the most current address of the insured that is indicated in the records of the corporation.

(3) A notice provided in accordance with this section is deemed to have been received:

(a) on the day of actual delivery if provided by personal delivery; or

(b) on the fifth day after the day on which it was mailed, if provided by ordinary mail.

Contract subject to the Act

17 The parties to this contract agree that its terms and conditions are subject to the provisions of the Act and the regulations.

Date of filing

18 Any document filed or received by the corporation under this contract is deemed to be filed or received on the date indicated on the document by the corporation as the date that the document was filed or received by the corporation.

Date of receipt

19 Any document delivered by registered mail is deemed to be received by the addressee on the earlier of:

(a) the date of the receipt from the postmaster for the document; and

(b) the date on which an official post office receipt form for the document is signed by the addressee or a representative of the addressee.

28 Mar 2014 cS-12.1 Reg 1 Appendix; 6 Mar 2015 SR 15/2015 s5; 8 Mar 2019 SR 10/2019 s10; 26 Jly 2019 SR 58/2019 s2; 6 Mar 2020 SR 15/2020 s9; 19 Mar 2021 SR 29/2021 s5.

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