

# *The Agricultural Safety Net Regulations*

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Chapter A-14.2 Reg 1 (subsection 6(1) and Appendix A effective January 1, 1991; sections 1 to 5, subsections 6(2) and (3), Appendix B and Schedule A effective April 1, 1992) as amended by a Correcting Notice (November 13, 1992).

## **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 A-14.2 REG 1**  
*The Agricultural Safety Net Act*

**Title**

**1** These regulations may be cited as *The Agricultural Safety Net Regulations*.

**Interpretation**

**2** In these regulations:

- (a) “**Act**” means *The Agricultural Safety Net Act*;
- (b) “**crop insurance program**” means crop insurance provided and administered pursuant to *The Crop Insurance Act*; and
- (c) “**eligible crop**” means any crop that is listed in the GRIP agreement as an eligible crop in Saskatchewan.

11 Sep 92 cA-14.2 Reg 1 s2.

**Conflicts**

**3** Where there is any conflict between the provisions of these regulations and the provisions of the GRIP agreement, the provisions of the GRIP agreement shall take precedence and prevail over the provisions of these regulations.

11 Sep 92 cA-14.2 Reg 1 s3.

**Eligibility of producers**

**4** For the purposes of subclause 2(h)(ii) of the Act, no person is a producer unless the person:

- (a) produces an eligible crop in Saskatchewan; and
- (b) is an insurable person as defined in *The Crop Insurance Act*.

11 Sep 92 cA-14.2 Reg 1 s4.

**Two Component Program**

**5(1)** The revenue insurance program and the crop insurance program for the 1992-1993 crop year and for all subsequent crop years shall be administered by the corporation as separate programs and producers may elect to participate in either, or both, of the programs.

**(2)** The gross revenue insurance program shall be administered by the corporation without offsets being made between the benefits under the revenue insurance program and the benefits under the crop insurance program.

11 Sep 92 cA-14.2 Reg 1 s5.

**Revenue Insurance Contract**

6(1) The form and the terms and conditions of the revenue insurance contract mentioned in subsection 5.1(1) of the Act are as set out in Appendix A.

(2) The form and the terms and conditions of the revenue insurance contract mentioned in subsection 5.1(1) of the Act as amended by subsection 5.1(2) of the Act are as set out in Appendix B.

(3) The form and the terms and conditions of the revenue insurance contract mentioned in subsections 5.2(1) and (2) of the Act are as set out in Appendix B.

11 Sep 92 cA-14.2 Reg 1 s6.

**Appendix A**

[Subsection 6(1)]

**Name of Insured** \_\_\_\_\_

**Date Issued** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**The Saskatchewan Crop Insurance Corporation** (hereinafter referred to as the "Corporation") administrator of the Gross Revenue Insurance Plan ("GRIP") hereby agrees to insure the person whose name appears on the the face of this contract (hereinafter referred to as the "insured") in accordance with the terms and conditions of this contract during the term of this contract and agrees to pay to the insured a revenue insurance indemnity equal to the insured's target revenue less any crop insurance indemnity deemed to have been received and less any market revenue received or deemed to be received by the insured, all as hereinafter provided. Crop insurance indemnities deemed to have been received shall be calculated on the basis of the 70% coverage level and the highest fixed price option available for the crop for the year. The total amount of indemnities exclusive of establishment benefits and unseeded acreage benefits payable to the insured under this contract and the insured's contract of cop insurance cannot exceed the difference between target revenue and market revenue.

**Terms and conditions**

1 For the purpose of this contract:

- (a) "**cultivated acres**" means the number of cultivated acres operated by an insured in any growing season;
- (b) "**annual yield**" means the yield for an insured crop during a growing season as determined by the Corporation;
- (c) "**cropping intensity ratio**" means the average ratio of seeded acres to cultivated acres, expressed as a percentage, with respect to an insured's cultivated acres for the three growing seasons immediately prior to the year of seeding, as determined by the Corporation;

- (d) **“indexed moving average price”** means the average historical market price for an insured crop taking into account indexed input costs as determined by the Corporation annually on March 1;
- (e) **“insurable acres”** means the greater of 110% multiplied by cropping intensity ratio multiplied by cultivated acres or the insured’s summerfallow acres from the previous year.
- (f) **“market price”** means the average annual selling price for an insured crop as determined by the Corporation;
- (g) **“probable yield”** means the individual yield established annually by the Corporation for an insured with respect to all crops grown by the insured based upon the insured’s historical average yield;
- (h) **“revenue insurance coverage level”** means a percentage of the indexed moving average price for each eligible crop as provided for under the federal-provincial agreement.
- (i) **“support price”** means the product of the revenue insurance coverage level multiplied by the indexed moving average price;
- (j) **“eligible producer”** means a producer who meets all eligibility requirements for a contract of crop insurance pursuant to the *Crop Insurance Act* and regulations made thereunder.
- (k) **“target revenue”** means the product of support price and probable yield.
- (l) **“market revenue”** means the product of market price and annual yield.

### **Scope of Insurance**

**2** It is understood by the Corporation and the insured that this contract shall include and apply to all acreage operated by the insured unless the Corporation has otherwise consented in writing.

**3** It is understood that insurable crops and varieties thereof are those determined by the Corporation, from time to time and that all seeded acres of all insurable crops under the revenue insurance program shall be insured in each year for the insured, up to the insured’s insurable acres. It is also understood that the insured shall be deemed to have insured all seeded acres of insurable crops under a contract of crop insurance for the life of this contract. This requirement is waived for the 1991-92 insurance years and may be waived in subsequent years at the discretion of the Corporation. A surcharge equal to five (5) percent of the revenue insurance premium will be applied if at least twenty (20) acres are not insured by the insured under their deemed contract of crop insurance. The Corporation reserves the right to establish acreage limitations on specific insurable crops for producers who do not have prior experience growing that crop.

**Crop Insurance Contract**

4 By virtue of the insured having entered into this contract, the Corporation shall be deemed to have granted the insured a contract of crop insurance pursuant to the *Crop Insurance Act* and regulations made thereunder. The insured shall be deemed to have selected individual coverage and shall be deemed to have accepted all obligations imposed upon insureds pursuant to contract for crop insurance except in those cases where compliance with the contract for crop insurance and this contract are inconsistent and in the case of such inconsistencies, this contract shall prevail.

5 It is understood that the spot-loss hail, spot-loss fire and variable price option features of the crop insurance program are not applicable to the insured while this contract is in effect.

**Insurance Period**

6 Subject to the terms and conditions of this contract, for the purposes of determining the annual yield of an insured crop, the Corporation shall only insure crops of the insured in each crop year for the date of seeding until the earlier of:

- (a) the day the the crop is threshed; and
- (b) the date that the crop is put to another use;

7 But in no event shall a crop be insured after November 15 in any crop year unless that period is extended by the Corporation.

8 Subject to the terms and conditions to this contract, for the purposes of determining the market price of any insured crop, the Corporation shall follow the crop year, meaning the year beginning August 1 of the year the crop would normally be harvested and ending July 31 the year next following.

**Seeded Acreage Report**

9 Promptly after seeding the insurable crops in each year, but, in any event, not later than June 25, the insured shall file with the Corporation on a form prescribed by the Corporation, a report showing all acreage operated by the insured. This report shall indicate all acres seeded to insurable crops and all acres of summerfallow. In the case of insurable crops seeded in the fall this report shall be filed with the Corporation not later than November 15.

10 Every acreage report submitted by the insured is binding on the insured and is not subject to change by the insured without the prior written consent of the Corporation.

11 An acreage report filed pursuant to this section shall form the basis on which the crops of the insured will be insured and the basis on which any crop insurance indemnity and revenue insurance indemnity will be adjusted and paid.

12 If the insured fails to file an acreage report, the Corporation may elect to determine the insured's seeded acreage and assess a penalty to the insured or the Corporation may declare the insured's seeded acreage to be zero with respect to any acreage for which an acreage report was not filed.

13 If an insured does not seed any crop on acres operated by the insured, the insured shall file a report so indicating.

**Pro Rating**

14 In the event an insured seeds more than his insurable acres, any revenue insurance indemnity payable to the insured shall be prorated by the Corporation in the same proportion as the insured's insurable acres is to the actual acres seeded by the insured.

**Misrepresentation**

15 Where an insured misrepresents or fails to disclose any material fact required to be provided to the Corporation, to the prejudice of the Corporation, this contract shall be deemed to be void but any premium paid or payable by the insured to the date the misrepresentation becomes known to the Corporation shall be deemed to have been earned by the Corporation. In addition, the insured shall not be eligible for another revenue insurance contract for five (5) years following such termination.

**Notice of Loss**

16 An insured, whose crop has been damaged by one or more of the perils covered by the insured's contract of crop insurance 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 (5) days before a field inspection is required.

17 In that event, a yield appraisal shall be conducted by the Corporation and the insured shall be eligible for any crop insurance indemnity payable to the insured and shall also be entitled to revenue insurance indemnity based upon the appraised yield of that crop at that time.

18 An insured shall be entitled to all establishment benefits and unseeded acreage benefits payable pursuant to the insured's contract of crop insurance and any such benefits shall not be deducted from any revenue insurance indemnity which may be ultimately payable to the insured.

19 Any payments received by the insured under the Canada-Saskatchewan Waterfowl Crop Damage Compensation Program or the Big Game Damage Compensation Program shall be considered as crop insurance indemnities for the purpose of calculating the insured's revenue insurance indemnity.

20 Every year, the insured shall notify the Corporation personally or in writing delivered by registered mail or personally, within thirty (30) days of the completion of harvest that harvesting has been completed.

21 The insured shall store all harvested production of an insurable crop separate from any other kind of production and in such a manner that its identity is maintained.

22 Where in any year the harvesting of an insured crop is not completed before the onset of winter, the insured shall advise the Corporation not later than November 15 of that year. In that event, an appraisal will be made of the unharvested acreage with the final adjustment of the crop deferred until the crop is totally harvested or until the unharvested acreage is put to another use with the consent of the Corporation, at which time the appraised production will be taken into account.

**23** At any time the insured believes substantial damage or loss has occurred to an insured crop due to any cause whatsoever including uninsured causes, the insured shall immediately notify the Corporation personally or in writing delivered by registered mail or personally and the Corporation shall appoint an adjuster to appraise the loss.

**24** On demand by the Corporation, the insured shall furnish the Corporation or its representative with any information that the Corporation may require relating to the loss.

#### **Acreage Put to Another Use**

**25** 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 upon by the Corporation and the insured.

**26** The Corporation is not liable to the insured with respect to any acreage which has been put to another use without the agreement of the Corporation in writing, but the insured is liable to the Corporation for the premium on such acreage.

#### **Adjustments**

**27** Notwithstanding anything in this contract, 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.

#### **Disputes as to Adjustments**

**28** 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 this contract as a result of damage caused by one or more of the natural perils designated in the insured's contract of crop insurance, the amount shall be determined by an independent appraisal as provided in the regulations to the *Crop Insurance Act*.

#### **Negligence**

**29** Where the loss or damage claimed by an 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 monies paid as premiums nor relieved from the liability for any unpaid premium owing.

**30** Where the insured makes a claim under the contract, if the Corporation declares that all or part of the deficiency in yield is due to negligence, misconduct or poor farming practices of the insured, the Corporation shall immediately notify the insured that it declines to pay all or part of the claim.

#### **Premiums**

**31** The insured shall pay all premiums assessed by the Corporation on or before the date specified by the Corporation. Overdue accounts shall incur interest at a rate determined by the Corporation from time to time.

**Payment of Revenue Insurance Indemnity**

**32** Payments of revenue insurance indemnities by the Corporation shall be made within the time frames determined by the Corporation following the determination of the market price for that particular crop year. Any overpayments resulting from any advance payment by the Corporation shall be repaid in full by the insured.

**Life of the Contract**

**33** Subject to all the terms and conditions of this contract, this contract shall be in effect for the first full growing season next following execution of this contract and shall continue in effect for each succeeding crop year.

**34** This contract may, in any year during its term, be terminated by the Corporation or by the insured upon either giving the other notice in writing by registered mail or personally of the cancellation not later than March 31, and that cancellation shall be effective on April 1 three (3) years hence. The insured shall not be eligible to re-enter the revenue insurance program for two years following the date cancellation becomes effective and in the event an insured does thereafter re-enter the revenue insurance program, for the first and second year following re-entry, the insured shall be responsible for the full amount of premiums due under the revenue insurance program but shall be eligible for only 50% and 75% of the benefits under the revenue insurance program in those years, respectively.

**35** Notice of termination of this contract by an insured shall be irrevocable. Following notice of cancellation and until such cancellation becomes effective the insured shall be required to comply with all of the requirements of this Contract. Notice of termination cannot be given in the same calendar year as signup.

**36** This contract shall terminate on the death of the insured except where 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.

**37** Insureds who enter this contract after April 30, 1992 shall pay the full premium determined under the revenue insurance program but shall receive only 50% of any payout in the first year of the term of this contract, 75% in the second year and 100% in the third and any subsequent years. Insureds who enter into this contract within two years of becoming eligible to do so shall qualify for full benefits in the first year of the term of this contract.

**38** This contract may be terminated in any year for indebtedness on the part of the insured as at March 31 of that year or any time thereafter, and such termination is effective immediately upon the Corporation's giving written notice to the insured. The insured shall not be eligible to re-enter the revenue insurance program for five (5) years following such termination.

**39** The insured may terminate this contract at any time by paying to the Corporation an amount equal to all revenue insurance payments received in excess of the insured's share of premiums. The insured shall not be eligible to re-enter the revenue insurance program for a period of two years and shall be subject to the late entry provisions upon re-entry.

**Subrogation**

40 Where the Corporation has paid a claim to the insured, all rights of the insured to claim against a third party, other than for other insurance, for loss or damage to an insured crop or for revenue insurance are hereby assigned to the Corporation to the extent of the amount of loss paid by the Corporation to the insured for such loss or damage.

**Collateral Assignment**

41 The insured may assign his right to an indemnity for an insured crop in any crop year under this contract but any such assignment shall be in the form approved by the Corporation and shall not be binding on the Corporation until accepted in writing by the Corporation.

42 An assignee under this contract shall have the same right as an insured to file a claim for crop insurance indemnity or revenue insurance indemnity where the insured does not file a claim.

**Records and Access to Farm**

43 The Corporation may, at any time, require the insured to keep or cause to be kept any farm records that the Corporation may determine.

44 The Corporation may at any time, require the insured to produce the records mentioned in the preceding paragraph and any persons designated by the Corporation shall have access to those records to the insured's farm at any reasonable time for the purpose of determining any matters arising out of this contract.

45 The Corporation may provide the Government of Canada and the Government of Saskatchewan with access to all of the insured's data, on a confidential basis, for the purposes of establishing a database for policy development and review of the program and the insured by entering into this contract shall be deemed to have authorized and consented to the release of that information by the Corporation.

46 The Corporation may, at any time, request the Canadian Wheat Board, or any other individual, organization or Corporation, to provide the Corporation with information respecting deliveries or acreage of insured crops for 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**

47 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**

48 In accordance with the federal-provincial agreement, the terms and conditions of this contract may be changed from year to year. Additional crops may not be added to the list of eligible crops applicable to this contract without the consent of the insured.

49 Any changes in the contract shall be mailed to the insured not later than March 15 of the year for which the changes are to be in effect, and those changes are deemed to be part of this contract on and after April 1 of that year.

**Date of Filing**

50 Any document filed or received by the Corporation under this contract is deemed to have been 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**

51 Any document delivered by registered mail is deemed to have been received by the addressee:

- (a) on the date of receipt from the postmaster; or
- (b) where an official post office receipt form for the document is signed by the addressee or his representative; on the date of such signing.

**Eligible Crops**

52 Eligible crops under the revenue insurance program are hard red spring wheat, durum wheat, barley, oats, flax, canola, fall rye, sunflowers, utility wheat, mustard, field peas, lentils, canary seed, soft white spring wheat, spring rye, triticale, winter wheat, fababeans, Canada prairie spring wheat, buckwheat and safflower.

53 If crop insurance is not available for an eligible crop, revenue insurance premiums and indemnities for those crops will be calculated on the basis of the average revenue insurance premium and indemnity for all other acres of eligible crops grown by the producer in that year.

**Action Against the Corporation**

54 Every action or proceeding in respect to any indemnity payment under this contract shall be commenced within one year after the final determination of market price.

**Outstanding Financial Obligations**

55 A producer must repay or make arrangements to repay all outstanding prior financial obligations under the Western Grain Stabilization Act, the Agriculture Stabilization Act, and the Canada-Saskatchewan Crop Insurance program before being eligible for a contract of revenue insurance.

**Federal-Provincial Agreement**

56 It is understood that all terms and conditions established under the federal-provincial agreement between Canada and Saskatchewan respecting the Gross Revenue Insurance Plan shall apply to the administration of this contract and that any inconsistency between any other information provided to the insured and the terms of the agreement will be resolved in favour of the agreement.

## Appendix B

[Subsections 6(2) and (3)]

### REVENUE INSURANCE CONTRACT

#### Parties to contract

1 The parties to this contract are the Saskatchewan Crop Insurance Corporation and the farmer.

#### Interpretation

##### 2 Definitions

(1) Unless otherwise expressly stated in this contract, any expression or word used in this contract that is defined in the Act or the regulations has the meaning given to it by the Act or the regulations.

(2) In this contract, the following words and phrases have the meanings set forth below:

- (a) “**Act**” means *The Agricultural Safety Net Act*, as amended from time to time;
- (b) “**contract**” means this revenue insurance contract;
- (c) “**corporation**” means the Saskatchewan Crop Insurance Corporation continued pursuant to *The Crop Insurance Act*, as amended from time to time;
- (d) “**crop year**” means the period commencing on August 1 in one year and ending on July 31 in the following year;
- (e) “**eligible crop**” means any crop that is listed in the GRIP agreement as an eligible crop in Saskatchewan;
- (f) “**enrolment deadline**” means the date in each calendar year established by the corporation in accordance with the terms of the Plan on or before which a farmer wishing to enrol in the revenue insurance program for the next crop year must file a revenue insurance application with the corporation;
- (g) “**farmer**” means a producer who is deemed to have entered into this contract pursuant to the provisions of the Act;
- (h) “**indemnity payment**” means the amount calculated and payable to the farmer by the corporation for each crop year in accordance with the Plan and this contract;
- (i) “**GRIP agreement**” means the National Agreement Establishing A Tripartite Gross Revenue Insurance Plan for Crops entered into on or about September 18, 1991 by the Government of Canada with the Government of Saskatchewan and certain other provinces of Canada, as amended from time to time;
- (j) “**Plan**” means the GRIP agreement, the Act and the regulations;
- (k) “**premium**” means the amount calculated and payable by the farmer to the corporation for each crop year in accordance with the Plan and this contract;

(l) “**regulations**” means *The Agricultural Safety Net Regulations*, as amended from time to time, excluding Appendices A and B of those regulations;

(m) “**seeded acreage**” means, with respect to any crop year, the total number of acres that are operated by the farmer and are seeded to eligible crops for that crop year, as determined by the corporation.

### **Revenue insurance coverage**

**3** The corporation agrees to insure the seeded acreage of the farmer against revenue loss due to market risks and agrees to pay indemnity payments to the farmer in accordance with the Plan and this contract.

### **Term of contract**

**4** This contract is effective on and from the day on which the farmer is deemed to have entered into this contract pursuant to the Act. Revenue insurance coverage under this contract commences with the first crop year that begins on the day on which this contract is effective. This contract continues in effect for every crop year until terminated in accordance with the terms and conditions of this contract.

### **Conflicts with Plan**

**5** In the event of a conflict between the provisions of the Plan and the provisions of this contract, the provisions of the Plan shall take precedence and prevail over the provisions of this contract.

### **Scope of Coverage**

#### **6 Indemnity Payments**

(a) For each crop year, the corporation shall determine whether an indemnity payment is payable to the farmer and the manner in which any indemnity payment will be paid to the farmer, all in accordance with the terms of the Plan.

(b) If interim payments are made on an estimated indemnity payment and an overpayment to the farmer results, then the farmer shall repay the overpayment to the corporation in accordance with the terms specified by the corporation which may include a requirement to pay interest on any delinquent payments.

(c) Any indemnity payment payable to the farmer shall be calculated in accordance with the CALCULATION SCHEDULE contained in Schedule A to this contract.

#### **7 Assignment of Indemnity Payments**

The farmer may assign any indemnity payment to a third party. An assignment of an indemnity payment by a farmer shall be in the form specified by the corporation and no assignment is binding on the corporation until accepted in writing by the corporation.

## **8 Improper Farming Practices**

If the corporation is of the opinion that the farmer has failed to use proper and appropriate farming practices in operating the farmer's seeded acreage, the corporation may refuse to pay all or any portion of an indemnity payment to the farmer. Unless otherwise determined by the corporation, the premium payable by the farmer for the crop year concerned shall not in such circumstances be adjusted and the farmer shall not be entitled to the return of any premiums paid nor be relieved from liability for any unpaid premium.

### **Premiums**

**9** For each crop year, the corporation shall, in accordance with the terms of the Plan, calculate and determine the premium payable by the farmer for that crop year in accordance with the CALCULATION SCHEDULE contained in Schedule A to this contract. The farmer shall pay all premiums assessed at the times and in the manner specified by the corporation. The corporation is entitled to deduct outstanding premiums from any payment to the farmer under the Plan. Delinquent premium payments shall bear interest at the rate prescribed by the corporation.

### **Reports, Records and Access to Information**

**10 Seeded Acreage Reports** The farmer shall each year complete and file with the corporation on or before June 25th, or such later date as the corporation may specify, a seeded acreage report in the form prescribed by the corporation. If the farmer's crop is seeded in the fall, the seeded acreage report shall be filed with the corporation on or before November 15th, or such later date as the corporation may specify. Every seeded acreage report filed with the corporation shall be binding on the farmer and shall not be amended without the prior written consent of the corporation. The corporation, in its discretion, may correct any error or omission in a seeded acreage report. The corporation shall notify the farmer of any correction that is made to a seeded acreage report by the corporation.

**11 Failure to File Seeded Acreage Report** If the farmer fails to file a seeded acreage report in respect of any acreage operated by the farmer, the corporation may in respect of such acreage:

- (a) determine the number of seeded acres on behalf of the farmer for the purpose of determining coverage under this contract in which case such determination shall be binding upon the farmer, and the farmer shall pay a premium based upon the number of seeded acres so determined by the corporation together with any penalty that the corporation may assess to the farmer; or
- (b) declare the number of seeded acres to be zero for the purpose of determining coverage under this contract in which case such determination shall be binding upon the farmer, and the corporation may assess a penalty to the farmer in an amount that it may in its discretion determine having regard for the premium that would have been payable by the farmer had a seeded acreage report been filed, and in such event the farmer shall pay the penalty in accordance with the terms specified by the corporation, inclusive of interest on any delinquent payments.

**12 Farmer's Records and Information** The farmer shall keep and maintain all records pertaining to the farmer's farm operations that the corporation may from time to time request. The farmer shall make available to the corporation, or any person designated by the corporation, such farm records at all reasonable times upon request by the corporation. The farmer shall file with the corporation personal information of the farmer and information relating to the farm operations of the farmer in the form and at the times requested by the corporation for the purpose of administering the Plan. The corporation, and agents of the corporation, shall have the right to inspect all lands and facilities pertaining to the farm operations of the farmer at all reasonable times.

**13 Release of Information by corporation** The corporation may provide the Government of Canada and the Government of Saskatchewan with access to all of the information and records pertaining to the farmer in the possession of the corporation on a confidential basis for administration purposes of the Plan. The farmer authorizes and consents to this release of such information and records by the corporation.

**14 Third Party Information** The corporation may from time to time request the Canadian Wheat Board and any other person, corporation, organization or governmental body to provide to the corporation information respecting the acreage of eligible crops, crop deliveries and other details pertaining to the farm operations of the farmer. The farmer authorizes and consents to the release of such information to the corporation.

#### **Termination of Contract**

**15 Three Year Termination** After the end of the calendar year in which this contract comes into force, the farmer may at any time give written notice to the corporation terminating this contract on the terms set forth in this section. The notice of termination shall, irrespective of the time it is given, be deemed to have been given as of the enrolment deadline immediately following or coinciding with the date the notice is delivered and this contract shall terminate after the third crop year immediately following the crop year in which the notice of termination is deemed to have been given. A notice of termination given by the farmer shall be revocable up to the enrolment deadline on which it is deemed to be given, and thereafter it shall be irrevocable. After notice of termination is given and until this contract ends as set forth above, this contract shall continue in full force and effect in accordance with its terms and the farmer shall continue to comply with all of the terms and conditions of this contract, including without restriction the payment of all premiums. If the farmer terminates this contract pursuant to this section, the farmer shall not be eligible to re-enter the Plan until the expiration of two crop years following termination of this contract, and the farmer's re-entry into the Plan will be subject to the late-entry provisions of the Plan.

**16 Deceased Farmers** In the event of the death of the farmer, the personal representatives of the farmer shall have the option to terminate this contract:

- (a) after the crop year in which death occurs; or
- (b) after the crop year immediately following the crop year in which death occurs;

on the terms set forth in this section. A notice of termination pursuant to this section may be given to the corporation at any time prior to the enrolment deadline occurring in the crop year after which this contract is to terminate. After notice of termination is given and until this contract ends in accordance with the notice of termination, this contract shall continue in full force and effect in accordance with its terms and the personal representatives of the farmer shall continue to comply with all of the terms and conditions of this contract, including without restriction the payment of all premiums. If this contract is not terminated in accordance with the terms of this section by the personal representatives of the farmer, then this contract shall remain in full force and effect in accordance with its terms and shall continue to be binding on the heirs and personal representatives of the farmer.

**17 Immediate Termination** The farmer may at any time give written notice to the corporation terminating this contract on the terms set forth in this section. The notice of termination shall, irrespective of the time it is given, be deemed to have been given as of the enrolment deadline immediately following or coinciding with the date the notice is delivered, and this contract shall terminate after the crop year in which notice of termination is deemed to have been given. The farmer shall repay to the corporation an amount equal to all indemnity payments paid or payable to the farmer for the crop year in which notice of the termination is given and all indemnity payments paid or payable in respect of the preceding four crop years less the amount of all premiums personally paid or payable by the farmer in respect of the aforementioned five crop years. The farmer shall pay to the corporation the foregoing amount in accordance with the terms specified by the corporation, and any delinquent amount shall bear interest at the rate prescribed by the corporation. The farmer shall not be eligible to re-enter the Plan until the expiration of two crop years following termination of this contract, and the farmer's re-entry into the Plan will be subject to the late-entry provisions contained of the Plan.

**18 By corporation** The corporation may terminate this contract if the farmer:

- (a) is delinquent in the payment of premiums, or interest thereon, as at any enrolment deadline;
- (b) wilfully misrepresents or fails to disclose any material fact required to be disclosed to the corporation under the terms of this contract; or
- (c) is otherwise in breach of any of the terms and conditions of this contract or of the Plan;

and the termination shall be effective immediately upon written notice being given to the farmer. In the case of a termination by the corporation pursuant to this section, the farmer shall (i) repay to the corporation all amounts prescribed by the Plan; (ii) be expelled from participation in the Plan and any other federal or provincial plans or programs specified in the Plan and be ineligible to re-enter the Plan and such other plans or programs until the expiration of five crop years following termination of this contract; (iii) be subject to the late-entry provisions contained in the Plan; and (iv) be required upon re-entry into the Plan to make advance payment of premiums in the manner prescribed by the Plan.

**19 Termination of GRIP agreement** In the event the GRIP agreement should be terminated for any reason, then the corporation may terminate this contract by giving written notice of termination to the farmer. Termination of this contract pursuant to this section shall take effect on the date specified by the corporation.

**20 Additional Rights of Termination** In addition to the rights and events of termination set forth above in sections 15 to 19 inclusive, the corporation and the farmer shall each have the right to terminate this contract on any other terms and conditions that may be prescribed from time to time under the terms of the Plan. Termination of this contract pursuant to this section shall be made in accordance with the terms and conditions prescribed by the Plan, and the corporation or the farmer, as the case may be, shall give written notice to the other of the termination.

#### **Other Farmer Financial Obligations**

**21** (a) The farmer shall pay to the appropriate authority all delinquent amounts owing by the farmer under:

- (i) the *Western Grain Stabilization Act* (Canada), as amended from time to time;
- (ii) the *Prairie Advance Payments Act* (Canada), as amended from time to time;
- (iii) the *Advance Payments for Crops Act* (Canada), as amended from time to time;
- (iv) the *Agricultural Stabilization Act* (Canada), as amended from time to time;
- (v) The Special Canadian Grains Program I and II, The Canadian Crop Drought Assistance Program and any other program established pursuant to the *Farm Income Protection Act* (Canada), as amended from time to time;
- (vi) *The Crop Insurance Act* (Saskatchewan), as amended from time to time; and
- (vii) the Act.

(b) The corporation is authorized to deduct from any payment to the farmer under the Plan any of the amounts mentioned in clause (a) that are delinquent.

#### **Plan Amendments**

**22** It is understood and acknowledged by the farmer that the terms and conditions of the Plan may be changed from time to time. Notwithstanding that amendments are made to the Plan, this contract shall remain in full force and effect and shall be interpreted and administered in accordance with the amended terms of the Plan. The corporation shall as promptly as possible following any amendment to the Plan give written notice of the amendment to the farmer.

#### **Contract Amendments**

**23** It is understood and acknowledged by the farmer that the terms and conditions of this contract may be amended from time to time in accordance with the provisions of the Act. The corporation shall as promptly as possible following any amendment to this contract give written notice of the amendment to the farmer.

**Notices****24 (a) Method**

Any notice or other communication given by either the corporation or the farmer under this contract shall be in writing and shall be given by personal delivery or by ordinary mail.

**(b) By Farmer**

In the case of a notice of termination of this contract by the farmer, the notice shall be given to the corporation at its head office address, namely:

Saskatchewan Crop Insurance Corporation  
Box 3000  
484 Prince William Drive  
Melville, Saskatchewan  
S0A 2P0

or to such other address that the corporation may designate by notice to the farmer.

All other notices and communications to the corporation shall be given to the corporation at the places of business of either the corporation, or agents of the corporation, as may from time to time be specified by the corporation.

**(c) By corporation**

All notices and other communications given by the corporation to the farmer shall be given to the farmer at the last address of the farmer shown on the records of the corporation.

**(d) Receipt**

All notices and other communications given to either party in the manner provided for in this section shall be deemed to have been received on the following days:

- (i) where given to the corporation, the date of receipt endorsed on the document by the corporation; and
- (ii) where given to the farmer, the day of actual delivery if given by personal delivery, and where delivery is made by ordinary mail, the fifth day after the mailing of the notice or communication.

**Limitation of Actions**

**25** Any action or proceeding by the farmer against the corporation with respect to an indemnity payment shall be commenced within one year following the end of the crop year that pertains to the indemnity payment.

SCHEDULE A

Calculation Schedule

1 DEFINITIONS

For the purposes of this CALCULATION SCHEDULE, the following terms have the meanings set forth below:

(a) **“aggregate seeded acreage”** means, with respect to any crop year, the total number of acres operated by the farmer that are seeded to eligible crops, improved forage crops or miscellaneous crops for that crop year, as determined by the corporation;

(b) **“Canada-Saskatchewan Crop Insurance Agreement”** means the agreement entered into on or about July 19, 1991 by Her Majesty the Queen in Right of Canada as Represented by the Minister of Agriculture for Canada and Her Majesty the Queen in Right of the Province of Saskatchewan as Represented by the Minister responsible for the Saskatchewan Crop Insurance Corporation, as amended from time to time;

(c) **“crop year”** means the period commencing on August 1 in one year and ending on July 31 in the following year;

(d) **“cropping intensity ratio”** means, with respect to any crop year, the greatest of:

- (i) 50%;
- (ii) the percentage amount calculated as:

$$\left[ \frac{\text{the farmer's aggregate seeded acreage for the crop year 3 years prior to the crop year for which the cropping intensity ratio is being calculated}}{\text{the farmer's cultivated acreage for the crop year 3 years prior to the crop year for which the cropping intensity ratio is being calculated}} + \frac{\text{the farmer's aggregate seeded acreage for the crop year 2 years prior to the crop year for which the cropping intensity ratio is being calculated.}}{\text{the farmer's cultivated acreage for the crop year 2 years prior to the crop year for which the cropping intensity ratio is being calculated.}} + \frac{\text{the farmer's aggregate seeded acreage for the crop year 1 years prior to the crop year for which the cropping intensity ratio is being calculated.}}{\text{the farmer's cultivated acreage for the crop year 1 years prior to the crop year for which the cropping intensity ratio is being calculated.}} \right] \div 3 \times 100;$$

AND

- (iii) the percentage amount calculated as:

$$\left[ \frac{\text{the farmer's aggregate seeded acreage for the crop year 4 years prior to the crop year for which the cropping intensity ratio is being calculated}}{\text{the farmer's cultivated acreage for the crop year 4 years prior to the crop year for which the cropping intensity ratio is being calculated}} + \frac{\text{the farmer's aggregate seeded acreage for the crop year 3 years prior to the crop year for which the cropping intensity ratio is being calculated.}}{\text{the farmer's cultivated acreage for the crop year 3 years prior to the crop year for which the cropping intensity ratio is being calculated.}} + \frac{\text{the farmer's aggregate seeded acreage for the crop year 2 years prior to the crop year for which the cropping intensity ratio is being calculated.}}{\text{the farmer's cultivated acreage for the crop year 2 years prior to the crop year for which the cropping intensity ratio is being calculated.}} + \frac{\text{the farmer's aggregate seeded acreage for the crop year 1 year prior to the crop year for which the cropping intensity ratio is being calculated.}}{\text{the farmer's cultivated acreage for the crop year 1 year prior to the crop year for which the cropping intensity ratio is being calculated.}} \right] \div 4 \times 100;$$

(e) “**cultivated acreage**” means, with respect to any crop year, the number of acres calculated as:

$$\begin{array}{l} \text{the farmer's aggregate seeded} \\ \text{seeded acreage for that crop year} \end{array} + \begin{array}{l} \text{the farmer's summerfallow} \\ \text{acreage for that crop year;} \end{array}$$

(f) “**eligible acreage**” means, with respect to any crop year, the maximum number of acres that a farmer is eligible to insure for that crop year under the revenue insurance program and is equal to the greater of:

$$(i) \quad 110\% \quad \times \quad \begin{array}{l} \text{the farmer's cropping} \\ \text{intensity ratio for} \\ \text{that crop year} \end{array} \quad \times \quad \begin{array}{l} \text{the farmer's} \\ \text{cultivated acreage} \\ \text{for that crop year;} \end{array}$$

AND

(ii) the farmer's summerfallow acreage for the previous crop year;

(g) “**eligible crop**” means any crop that is listed in the GRIP agreement as an eligible crop in Saskatchewan;

(h) “**IMAP**” means, with respect to any eligible crop, the indexed moving average price for that crop as determined by the corporation pursuant to the GRIP agreement;

(i) “**improved forage crop**” means any tame legume, or any tame grass grown for harvest or for use as pasture, as determined by the corporation;

(j) “**Long Term Individual Yield**” means, with respect to any eligible crop, the farmer's long term average yield for the eligible crop for the crop year as determined by the corporation in accordance with the Canada-Saskatchewan Crop Insurance Agreement;

(k) “**Long Term Risk Area Yield**” means, with respect to any eligible crop, the weighted average of the Long Term Individual Yields of all farmers in the risk area for the eligible crop for the crop year as determined by the corporation;

(l) “**miscellaneous crop**” means any agricultural crop that is not an eligible crop or an improved forage crop, as determined by the corporation;

(m) “**Prorata Factor**” means, with respect to any crop year, the ratio calculated as:

$$\frac{\begin{array}{l} \text{the farmer's} \\ \text{eligible acreage} \\ \text{for that crop year} \end{array} - \left( \begin{array}{l} \text{the number of acres that} \\ \text{the farmer seeded to} \\ \text{improved forage crops} \\ \text{for that crop year} \end{array} + \begin{array}{l} \text{the number of acres that} \\ \text{the farmer seeded to} \\ \text{miscellaneous crops for} \\ \text{that crop year} \end{array} \right)}{\begin{array}{l} \text{the farmer's} \\ \text{aggregate seeded} \\ \text{acreage for that} \\ \text{crop year} \end{array} - \left( \begin{array}{l} \text{the number of acres that} \\ \text{the farmer seeded to} \\ \text{improved forage crops} \\ \text{for that crop year} \end{array} + \begin{array}{l} \text{the number of acres that} \\ \text{the farmer seeded to} \\ \text{miscellaneous crops for} \\ \text{that crop year} \end{array} \right)};$$

(n) “**risk area**” means any geographic area of Saskatchewan that is established as a risk area by the corporation;

(o) “**seeded acreage**” means, with respect to any crop year, the total number of acres that are operated by the farmer and are seeded to eligible crops for that crop year, as determined by the corporation;

(p) “**summerfallow acreage**” means, with respect to any crop year, the number of acres operated by the farmer, as determined by the corporation:

(i) which did not produce a crop for that crop year; and

(ii) on which, in the opinion of the corporation, an adequate and accepted method of weed and other plant growth control was practised by July 11 of the previous crop year.

## 2 INDEMNITY PAYMENTS

(a) If the farmer’s seeded acreage is less than or equal to the farmer’s eligible acreage for the crop year, any indemnity payment payable to the farmer shall be the amount calculated as the farmer’s Aggregate Payment.

(b) If the farmer’s seeded acreage exceeds the farmer’s eligible acreage for the crop year, any indemnity payment payable to the farmer shall be prorated and shall be the amount calculated as:

$$\text{Aggregate Payment} \quad \times \quad \text{Prorata Factor}$$

(c) For the purpose of calculating any indemnity payment, the following terms have the meanings set forth below:

(i) “**Aggregate Payment**” means, with respect to any crop year, the sum of all of the farmer’s Crop Payments for that crop year;

(ii) “**Crop Payment**” means, for each eligible crop in each risk area, the amount, as determined by the corporation to be payable to the farmer for the crop year for that eligible crop in that risk area, that is calculated as:

$$\text{Crop Payment} \quad = \quad \frac{\text{Insured Crop Acreage} \times \text{Risk Area Acreage Payment} \times \text{Long Term Individual Yield}}{\text{Long Term Risk Area Yield}}$$

(iii) “**Insured Crop Acreage**” means the number of acres operated in the risk area by the farmer that are seeded to the eligible crop for the crop year, as determined by the corporation;

(iv) “**Risk Area Acreage Payment**” means the projected average revenue loss per acre with respect to all eligible crops in the risk area for the crop year that is calculated as:

$$\text{Risk Area Acreage Payment} \quad = \quad \frac{\text{Risk Area Shortfall}}{\text{Risk Area Seeded Acreage}}$$

(v) “**Risk Area Shortfall**” means the sum of all of the Risk Area Crop Shortfalls that are calculated for all eligible crops grown in the risk area for the crop year;

(vi) **“Risk Area Crop Shortfall”** means, for each eligible crop grown in the risk area, the projected revenue loss for the crop year for the risk area with respect to the eligible crop and is any positive or negative amount calculated as:

$$\text{Risk Area Crop Shortfall} = \frac{\text{Risk Area Crop Seeded Acreage}}{\text{Long Term Risk Area Yield}} \times (70\% \times \text{IMAP}) - \text{Market Price};$$

(vii) **“Risk Area Crop Seeded Acreage”** means the total number of acres in the risk area that are operated by farmers and are seeded to the eligible crop, as determined by the corporation;

(viii) **“Market Price”** means the market price for the eligible crop as determined by the corporation pursuant to the GRIP Agreement;

(ix) **“Risk Area Seeded Acreage”** means the total number of acres in the risk area that are operated by farmers and are seeded to eligible crops, as determined by the corporation.

**3 PREMIUMS**

(a) If the farmer’s seeded acreage is less than or equal to the farmer’s eligible acreage for the crop year, the premium payable by the farmer to the corporation shall be the amount calculated as the farmer’s Aggregate Premium.

(b) If the farmer’s seeded acreage exceeds the farmer’s eligible acreage for the crop year, the premium payable by the farmer to the corporation shall be prorated and shall be the amount calculated as:

$$\text{Aggregate Premium} \times \text{Prorata Factor}$$

(c) For the purpose of calculating any premium, the following terms have the meanings set forth below:

(i) **“Aggregate Premium”** means, with respect to any crop year, the sum of all of the farmer’s Crop Premiums for that crop year;

(ii) **“Crop Premium”** means, for each eligible crop in each risk area, the amount, as determined by the corporation to be payable by the farmer for the crop year for that eligible crop in that risk area, that is calculated as:

$$\text{Crop Premium} = \frac{\text{Insured Crop Acreage}}{\text{Risk Area Acreage Premium}} \times \frac{\text{Long Term Individual Yield}}{\text{Long Term Risk Area Yield}};$$

(iii) **“Insured Crop Acreage”** means the number of acres operated in the risk area by the farmer that are seeded to the eligible crop for the crop year, as determined by the corporation;

(iv) **“Risk Area Acreage Premium”** means the average premium per acre with respect to all eligible crops in the risk area for the crop year that is calculated as:

$$\text{Risk Area Acreage Premium} = \frac{\text{Risk Area Premium}}{\text{Risk Area Seeded Acreage;}}$$

(v) **“Risk Area Premium”** means the sum of all of the Risk Area Crop Premiums that are calculated for all eligible crops grown in the risk area for the crop year;

(vi) **“Risk Area Crop Premium”** means, for each eligible crop grown in the risk area, the amount which is the total of all premiums with respect to the eligible crop for the crop year for the risk area that is calculated as:

$$\text{Risk Area Crop Premium} = \frac{\text{Risk Area Crop Seeded Acreage}}{\text{Long Term Risk Area Yield}} \times (70\% \times \text{IMAP}) \times \text{Premium Rate;}$$

(vii) **“Risk Area Crop Seeded Acreage”** means the total number of acres in the risk area that are operated by farmers and are seeded to the eligible crop, as determined by the corporation;

(viii) **“Premium Rate”** means the premium rate for the eligible crop as determined by the corporation pursuant to the GRIP agreement;

(ix) **“Risk Area Seeded Acreage”** means the total number of acres in the risk area that are operated by farmers and are seeded to eligible crops, as determined by the corporation.

