

STATUTORY CONDITIONS

Misdescription, Misrepresentation or Omission 1. Where an applicant in his application falsely describes the location and acreage of the crop, to the prejudice of the insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein, the insurance shall be void as to the item of the application in respect of which the misdescription, misrepresentation or omission is made.

Waiver of Condition 2. No term or condition of the policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by or on behalf of the insurer at his head or branch office or general agency from which the policy was issued.

Officers of Insurer Deemed Agents 3. Any officer or general agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed, prima facie, to be the agent of the insurer for the purpose.

Minimum Amount of Damage 4. No claimant shall be entitled to indemnity under the policy for any loss or damage which is found to be less than 5% of the crop upon the hailed acreage or any portion thereof and in no case for less than ten dollars, except where the acreage insured is forty acres or less.

Injury by Causes Other Than Hail 5. No claimant shall be entitled to indemnity under the policy:

- a. when the crop is wholly destroyed by any agency other than hail: or
- b. when the crop is overripe: or
- c. when the crop or any portion thereof has been so injured by causes other than hail that the crop or such portion as the case may be, would not yield profit over and above the actual cost of cutting, threshing and marketing it.

Notice of Claim 6. Any person claiming under the policy shall give notice of claim in writing to the head or branch office or the general agency of the insurer from which the policy was issued within three days of the occurrence of loss, stating the number of the policy, the day and hour of the storm, the estimated damage to each portion of the insured crop and the names of other insurers carrying insurance on the hailed area: Provided that failure to give notice within such time shall, subject to Condition Nine, not invalidate the claim if it is shown that it was not reasonably possible to give notice within such time and that notice was given as soon as was reasonably possible.

Right of Access of Insurer 7. After any loss or damage to the insured crop, the insurer shall have immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the crop and to make an estimate of the loss or damage.

Ascertainment of Damage 8. Within 30 days after the receipt of notice of loss or damage the insurer and the insured or their accredited representatives shall together ascertain and agree upon the percentage of loss or damage sustained on the acreage of the crop or any portion thereof insured under any item of the policy. The amount of indemnity shall be ascertained on the agreed percentage of the insurance on each acre of acreage sustaining loss or damage by hail, subject to any partial payment of loss clause contained in the policy or subject to the determination of the amount of the loss or damage by appraisal as hereinafter provided. No account shall be taken of the cost of cutting or threshing the portion not destroyed or damaged. The determination of the percentage of loss or damage may be deferred to a later date agreed upon by the insurer and the insured.

Proof of Loss 9. A person making a claim under the policy shall, within 30 days after the occurrence of a loss or within 30 days of the deferred adjustment date, unless such time is extended in writing by the insurer, furnish a statutory declaration, hereinafter called proof of loss, on a form furnished by the insurer, setting forth the date and the number of the policy, the date of the occurrence of the loss or damage, the location and acreage of the crop damaged, the estimated percentage of loss or damage sustained on the acreage of the crop or any portion thereof insured under any item of the policy and whether the crop was damaged by hail prior to the time of the application. If the claimant fails to furnish proof of loss he shall forfeit any claim under the policy;

Provided that if the insurer, within the said 30 days or at the time of the deferred adjustment, has ascertained the loss acceptably to the claimant or if the amount of loss has been determined by appraisal as hereinafter provided, the insurer shall be deemed to have waived proof of loss, unless proof of loss is requested by the insurer in writing.

Proof to be Made by Insured Personally 10. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Fraud or False Statement Vitiates Claim 11. Any fraud or willfully false statement in a proof of loss shall vitiate the claim of the person making such proof of loss.

Payment of Loss 12. The insurer shall pay the insurance money for which it is liable under the policy within sixty days after the proof of loss has been received by it or, where an appraisal is had under Condition 15 within 30 days after the award is rendered by the appraiser.

When Insured Liable for Expenses of Adjustment 13. If the insured claims for loss or damage under the policy and it is found that he is not entitled to indemnity under the conditions of the policy, the insured shall be liable for the expenses incurred in the adjustment of his claim.

Cancellation of Policy 14. A policy may be cancelled at any time by the insured named therein by giving written notice to that effect to the head or branch office or the general agency of the insurer from which the policy was issued and the insurer shall, upon surrender of the policy, refund the excess of paid premium above the customary short rate premium for the time the policy has been in force. If a note or other undertaking was accepted as payment of the premium the insured shall pay the insurer the earned portion of the premium and on payment or tender of such amount the insurer shall return such note or undertaking to pay, or if the insured does not pay or tender the amount, the insurer shall endorse on the note or other undertaking a credit of the amount of the unearned portion of the premium.

Appraisal in Case of Disagreement 15. In the event of a disagreement to the percentage of damage by hail to any of the crops insured, whether the right to recover on the policy is disputed or not, such percentage shall, when so required by either party, be ascertained by an appraisal which shall be conducted as follows:

- a. the party desiring appraisal shall within three days of such disagreement deliver or cause to be delivered by mail or otherwise to the other party a notice in writing requiring an appraisal to be made and appointing an appraiser who is a taxpayer in the province, who shall act either alone or with an appraiser chosen by the other party to estimate the percentage of the damage;
- b. not later than three days after receipt of such notice the other party shall, if he so desires, appoint an appraiser to represent him, and, within the said period, shall notify the first party of such appointment by notice in writing delivered by mail or otherwise;
- c. in the latter case the appraisers shall together estimate the percentage of damage, and failing to agree shall submit their differences to an umpire, and the award in writing of any two shall determine the percentage of the damage. Such umpire shall be chosen by the appraisers, or in case they cannot agree, then on the application of either appraiser by the Superintendent of Insurance;
- d. if only one appraiser has been chosen, both parties shall share equally his expenses; if two, each party shall pay the expense of the appraiser chosen by him; both parties shall bear equally the expense of the umpire if an umpire is required;
- e. should either party after receipt of written notice from the other, neglect or refuse to choose an appraiser within the time above specified, the percentage of damage shall be estimated and determined by the appraiser chosen by the party giving notice;
- f. the actual appraisal of such damage shall be commenced within two days after both appraisers have been chosen, or after the expiration of the time herein allowed by such choice;
- g. the periods of time specified in this condition may on application be extended at the discretion of the Superintendent of Insurance.

Limitation of Action 16. For Saskatchewan: Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered. (S.S. 2004, c.L-16.1)
For Manitoba: Every action or proceeding against the insurer in respect of loss or damage to the crops insured under the policy shall be commenced within one year after the occurrence of the loss or damage and not afterwards.

Assignment or Change of Property 17. If the crop insured or the interest of the insured in such crop is assigned without the written permission of the head or branch office or general agency of the insurer from which the policy was issued, such assignment shall not be binding on the insurer; but this condition does not apply to change of title by succession or by operation of the law, or by reason of death.