

General Field Crop Insurance Plans Regulations

made under Section 6 of the
Crop and Livestock Insurance Act
R.S.N.S. 1989, c. 113

O.I.C. 2012-6 (January 10, 2012), N.S. Reg. 7/2012

as amended to O.I.C. 2016-73 (March 29, 2016), N.S. Reg. 52/2016

Citation

1 These regulations may be cited as the General Field Crop Insurance Plans Regulations.

Regulations apply to all plans

2 (1) These regulations, including the terms and conditions set out in the Contract of Insurance in Form 1, apply generally to all plans.

(2) If a plan is inconsistent with these regulations, including the terms and conditions set out in the Contract of Insurance in Form 1, these regulations prevail, unless expressly stated otherwise in these regulations.

Designation of insurable persons

3 A person who owns and operates or leases and operates a farm in the Province and who produces an insurable crop on the farm is designated as an insurable person for the purpose of a plan established for the insurable crop.

Application for insurance

4 (1) To enter into a contract of insurance under a plan or plans, an insurable person must apply to the Commission on a contract of insurance application form provided by the Commission.

(2) An application for a contract of insurance must be

(a) accompanied by a premium deposit of at least \$50 for each plan under which the applicant is seeking insurance, or payment in the amount otherwise specified in the plan or plans; and

(b) filed with the Commission

(i) before the 1st day of the 1st crop year for which the contract of insurance is to be in force; or

(ii) no later than the date specified in the applicable plan.

Commission may refuse to make contract

5 (1) The Commission may refuse to make a contract of insurance with an applicant for crop insurance.

(2) If the Commission refuses to make a contract of insurance, it must refund to the applicant the premium deposit or payment that accompanied the application.

Form and delivery of contract of insurance

6 (1) On accepting an insurable person's application for crop insurance, the Commission must deliver a copy of the contract of insurance to the insured person, and the insured person is then deemed to have notice of and be bound by the terms and conditions of the contract.

(2) A contract of insurance consists of all of the following:

- (a) a Contract of Insurance in Form 1;
- (b) a completed application form filed under Section 4;
- (c) a copy of the applicable plan or plans;
- (d) a copy of these regulations.

(3) A Contract of Insurance in Form 1 must be signed on behalf of the Commission by the Executive Secretary or an authorized member of the Commission, and countersigned by an authorized representative of the Commission.

(4) If a document referred to in subsection (2) is subsequently amended while the contract of insurance is still in force, the contract of insurance remains in force as amended, and a copy of the amendment must be delivered to the insured person.

Arbitration

7 (1) If the Commission and an insured person fail to resolve a dispute arising out of a loss adjustment under a contract of insurance, and the insured person has filed a proof of loss form as required by their contract of insurance, either party may request that the dispute be determined by arbitration in accordance with the Arbitration Proceedings Regulations made under the Crop and Livestock Insurance Act.

(2) A request for arbitration must be made by notice in writing to the other party and to the Crop and Livestock Insurance Arbitration Board no later than 90 days after the end of the crop year in which the loss occurred.

Application to Crop Insurance Plan for Acreage Loss

8 (1) In this Section, "Crop Insurance Plan for Acreage Loss" means the Crop Insurance Plan for Acreage Loss made under the Act.

(2) Subsections 9(4) and 12(4) of the Contract of Insurance in Form 1 do not apply to coverage under the Crop Insurance Plan for Acreage Loss.

(3) In an inconsistency between the Contract of Insurance in Form 1 and the Crop Insurance Plan for Acreage Loss with respect to calculating premiums or adjusting losses, the Crop Insurance Plan for Acreage Loss prevails.

Section 8 added: O.I.C. 2016-73, N.S. Reg. 52/2016.

Form 1: Contract of Insurance

Crop and Livestock Insurance Act, clause 6(1)(d)

General Field Crop Insurance Plans Regulations, clause 6(2)(a)

Contract of Insurance ("Contract")

Contract #:

Between:

The Nova Scotia Crop and Livestock Insurance Commission
(the "Commission")

of the first part

- and -

, of , in the County of ,
Nova Scotia, (the "Insured Person")

of the second part

Whereas the Crop and Livestock Insurance Act (the “Act”) gives the Commission the power to administer insurance plans established by regulation for designated insurable crops;

And whereas the plan for an insurable crop (the “Plan”) provides for insurance against a loss in the production of that crop resulting from one or more of the perils designated in the Plan;

And whereas the Commission and the Insured Person have entered into this Contract of Insurance to insure the crops offered by the Insured Person and accepted by the Commission for insurance (the “Insured Crops”) in each crop year while this Contract is in force, in accordance with the applicable Plan or Plans and the General Field Crop Insurance Plans Regulations made under the Act (the “General Regulations”);

Now therefore, subject to the Act, the General Regulations, the applicable Plan or Plans, and the conditions set forth in this Contract, if in a crop year the Insured Person suffers loss of or damage to an Insured Crop from one or more of the perils designated in the applicable Plan or Plans, the Commission agrees to indemnify the Insured Person in respect of the loss.

Terms and Conditions

Extent of coverage

1 (1) This Contract applies to the area of each Insured Crop, as specified in the Certificate of Insurance issued by the Commission to the Insured Person in each crop year.

(2) This Contract does not apply to acreage

(a) that has not been adequately prepared or managed for cropping purposes;

(b) that was seeded or planted after the final date specified for that purpose in the applicable Plan;

(c) that was seeded or planted to a variety of crop that is not accepted by the Commission;

(d) on which the crop is a volunteer crop; or

(e) that in the Commission’s opinion is not insurable.

Crop Insurance Plan for Acreage Loss

1A (1) Subsections 9(4) and 12(4) of this Contract do not apply to coverage under the Crop Insurance Plan for Acreage Loss.

(2) In an inconsistency between the Contract of Insurance in Form 1 and the Crop Insurance Plan for Acreage Loss with respect to calculating premiums or adjusting losses, the Crop Insurance Plan for Acreage Loss prevails.

Section 1A added: O.I.C. 2016-73, N.S. Reg. 52/2016.

Causes of loss or damage not insured against

2 (1) This Contract does not insure against, and no indemnity is payable in respect of, loss or damage to an Insured Crop if the Commission determines that the damage or loss resulted from

(a) the negligence or misconduct of the Insured Person or an agent or employee of the Insured Person; or

(b) a peril other than a peril designated in the applicable Plan.

(2) Unless provided in the applicable Plan, no indemnity is payable for storage losses after harvest.

Duration of contract

3 Unless otherwise provided in the applicable Plan, this Contract is in force for the crop year for which it is made and continues in force for each crop year after that, until it is cancelled or terminated in accordance with Section 4 or 5.

Cancelling insurance

4 (1) Insurance under this Contract may be cancelled

(a) by the Insured Person or the Commission by notice in writing to the other party no later than the date specified in the applicable Plan for the crop year for which the cancellation is to be effective; or

(b) as otherwise provided in the applicable Plan.

(2) The Commission may cancel insurance under this Contract at any time by notice in writing to the Insured Person if the Insured Person is in arrears in paying any premium required for that insurance.

(3) If the Insured Person is covered under more than one Plan by this Contract,

(a) insurance under one or more of those Plans may be cancelled in accordance with this Section;

(b) if the insurance under any of those Plans is cancelled, the insurance not cancelled remains in effect under this Contract; and

(c) if the insurance under all of those Plans is cancelled, this Contract is also cancelled.

Contract terminates on bankruptcy or death

5 (1) This Contract terminates at the end of any crop year in which the Insured Person makes an authorized assignment under the Bankruptcy Act (Canada).

(2) This Contract terminates at the end of the crop year in which the Insured Person dies, but the Commission may extend this Contract to the estate of the Insured Person at the request of a person who is a personal representative of the Insured Person within the meaning of the Probate Act.

Actions that will invalidate claim

6 A claim by the Insured Person under this Contract will be invalid and their right to recover the indemnity forfeited if the Insured Person does any of the following:

(a) in their application for insurance and any information provided to the Commission,

(i) gives false particulars to the prejudice of the Commission, or

(ii) knowingly misrepresents or fails to disclose information required by the Commission;

(b) contravenes a term or condition of this Contract;

(c) commits a fraud;

(d) willfully makes a false statement in respect of the claim.

Interest of insured person deemed to be full value of coverage

7 Even if a person other than the Insured Person holds an interest of any kind in an Insured Crop, for the purposes of this Contract,

(a) the interest of the Insured Person is deemed to be the full value of the total coverage provided; and

(b) unless the Insured Person makes an assignment under Section 8, no indemnity will be paid to any person other than the Insured Person.

Insured Person may assign right to be indemnified

8 The Insured Person may assign all or part of their right to be indemnified under this Contract, but an assignment is not binding on the Commission and no payment of indemnity will be made to an assignee unless

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents to the assignment in writing.

Notice of loss or damage

9 (1) Subject to any specific provisions in the applicable Plan, if there is loss of or damage to an Insured Crop and the Insured Person intends to abandon or destroy the Insured Crop, or to reseed or use the seeded acreage for another purpose, the Insured Person must notify the Commission in writing of their intention and must take no further action without the consent in writing of the Commission.

(2) If loss of or damage to an Insured Crop occurs at a readily ascertainable time in the field or, if provided for in the applicable Plan, in storage, the Insured Person must notify the Commission in writing within 5 days of that time or as otherwise provided in the applicable Plan.

(3) If there is loss of or damage to an Insured Crop and it appears to the Insured Person that the potential production of the Insured Crop will be less than the total guaranteed production, the Insured Person must notify the Commission in writing early enough before the harvesting of the Insured Crop to enable the Commission to make a pre-harvest inspection of the Insured Crop.

(4) Despite any notice given by the Insured Person under this Section, the Insured Person must notify the Commission in writing within 5 days of completing the harvesting of an Insured Crop if, on completing the harvesting

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss in production resulted from one or more of the perils insured against.

Abandonment, destruction or alternate use

10 Subject to any specific provisions in the applicable Plan,

(a) no acreage seeded to an Insured Crop may be put to another use and no Insured Crop may be abandoned or destroyed until the Commission has appraised the potential production of the acreage; and

(b) an appraisal made under clause (a) will not be taken into account in the final adjustment of loss if the Insured Person harvests the appraised acreage.

Notice of claim

11 (1) A claim for indemnity under this Contract must be filed with the Commission on a proof of loss form provided by the Commission.

(2) A proof of loss form must be filed no later than

- (a) 30 days after the earlier of
 - (i) the completion of harvesting of the Insured Crop, and
 - (ii) the end of the crop year in which the loss occurred; or

(b) the date specified in the applicable Plan.

(3) Except as provided in subsection (4), a claim for indemnity must be made by the Insured Person.

(4) A claim for indemnity may be made

(a) in the absence or inability of the Insured Person, by their agent; or

(b) in the absence or inability of the Insured Person, or on their failure or refusal to do so, by an assignee under an assignment made in accordance with Section 7[8].

Adjustment of loss

12 (1) The indemnity payable for loss of or damage to an Insured Crop will be determined in the manner specified in the applicable Plan.

(2) The Commission may cause the actual production and any loss to be appraised by any method it considers proper.

(3) The Commission reserves the right to not pay an indemnity in respect of an Insured Crop until the loss or damage has been seen and confirmed by a field agent or other person designated by the Commission.

(4) No indemnity will be paid for a loss in respect of an Insured Crop unless the Insured Person establishes

(a) the actual production obtained from the Insured Crop for the crop year; and

(b) that the loss in production in the crop year resulted directly from one or more of the perils insured against.

(5) The loss of any Insured Crop and the amount of indemnity payable will be determined separately for each Insured Crop unless otherwise provided in the applicable Plan.

Other compensation payments

13 If a claim is made under this Contract, the Commission is liable only to the extent of the indemnity payable under the applicable Plan and is not liable for any additional compensation or reimbursement that may be claimed by the Insured Person or any other person with respect to the Insured Crop, including reimbursement for salvage expenses.

Payment of indemnity

14 (1) No indemnity under this Contract becomes due and payable until the end of the crop year in which the loss or damage occurred.

(2) If an indemnity becomes due and payable under this Contract and the Insured Person has not yet paid a premium or other outstanding sum owed to the Commission, the Commission may deduct the amount of that premium or other sum from the indemnity to be paid to the Insured Person.

(3) Before the Commission pays an indemnity under this Contract, the Insured Person must file a claim release with the Commission, on a claim release form provided by the Commission.

Subrogation

15 If the Commission pays an indemnity to the Insured Person or their assignee, all rights of the Insured Person or their assignee to claim against any other party responsible for the loss or damage to the extent of the amount of the indemnity paid are hereby assigned to the Commission, and the Commission may claim against that party for the full amount paid in the name of the Insured Person.

Access to records

16 At any time, the Commission may require the Insured Person to keep or cause to be kept any records of crop production and crop sales and other crop uses that the Commission specifies, and the Insured Person must make the records available to the Commission on demand.

Right of entry

17 (1) The Commission has a right of entry to the premises of the Insured Person that may be exercised by agents of the Commission at any reasonable time for any purpose related to this Contract.

(2) The Insured Person must allow the Commission to enter their premises when the Commission exercises its right of entry under this Section.

Notice

18 (1) Written notice to the Commission must be given by personal delivery or by mail to the Commission.

(2) Written notice to the Insured Person must be given by personal delivery or by mail addressed to the Insured Person at the most recent mailing address shown in the Commission's records for the Insured Person.

Waiver or alteration

19 No term or condition of this Contract will be considered waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing and signed by the Commission or a representative authorized for that purpose by the Commission.

IN WITNESS WHEREOF, the Nova Scotia Crop and Livestock Insurance Commission has caused this Contract of Insurance to be signed by the Executive Secretary/an authorized member of the Commission and countersigned by a duly authorized representative of the Commission.

Signed, countersigned and dated at _____ on _____, 20____.

Countersigned

(name of authorized representative)
(title)

Nova Scotia Crop and Livestock Insurance Commission

per: _____
(name)
(title)