



 CANADIAN
AGRICULTURAL
PARTNERSHIP

Contract of Crop Insurance 2022

SCIC
SASKATCHEWAN CROP
INSURANCE CORPORATION 

Canada 

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 AgrilInsurance 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; or
 - (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) faba beans, 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 7mm;
- (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 of 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 (1)(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.

