

## General Insurance Council of Saskatchewan

### 2021 List of Appraisers

Council facilitates the payment of the appraisal costs that have been agreed to by the appraiser and the insured. See Payment Pre-Authorization Form at the end of this document.

Appraiser's Name	Locale	Contact #	The appraiser does the majority of their hail adjusting for the insurer shown
<b>Bahrey, Al</b>	Cochin	Cell 306.490.7630	Palliser Insurance Company Limited
<b>Bray, Teresa</b>	McLean	Res 306.669.2581 Cell 306.540.0446	Northbridge General Insurance Corporation Canadian Hail Agencies Inc.
<b>Bymoan, Clark</b>	Saskatoon	Cell 306.281.4912	Palliser Insurance Company Limited
<b>Dyer, Lloyd</b>	Regina	Cell 306.570.6064	Rain and Hail Insurance Service, Ltd. Chubb Insurance
<b>Figora, Syd</b>	Saskatoon	Cell 306.241.4703	Palliser Insurance Company Limited
<b>Froehlich, Wade</b>	Moose Jaw	Cell 306.631.4721	Palliser Insurance Company Limited
<b>Hindle, Don</b>	Indian Head	Res 306.695.2686	Co-operative Hail Insurance Company Limited
<b>Kuz, Terry</b>	Regina	Cell 306.550.3300	Ag Direct Hail Insurance Ltd.
<b>Leontowich, Glenn</b>	Ituna	Cell 306.795.5335	Saskatchewan Municipal Hail Insurance Association
<b>Meier, Curtis</b>	Saskatoon	Cell 306.242.6652 Cell 306.717.7858	Palliser Insurance Company Limited
<b>Polupski, Lorne</b>	Moose Jaw	Cell 306.631.8250	Rain and Hail Insurance Service, Ltd. Chubb Insurance
<b>Prpick, Rocky</b>	Biggar	Cell 306.948.8061	Co-operative Hail Insurance Company Limited
<b>Robertson, Tom</b>	Indian Head	Cell 306.695.0339	Co-operative Hail Insurance Company Limited
<b>Sapergia, Ron</b>	Moose Jaw	Cell 306.630.7999	Saskatchewan Municipal Hail Insurance Association

<b>Appraiser's Name</b>	<b>Locale</b>	<b>Contact #</b>	<b>The appraiser does the majority of their hail adjusting for the insurer shown</b>
<b>Schwartz, Garry</b>	Regina	Res 306.924.4331	Palliser Insurance Company Limited
<b>Shaw, Jim</b>	White City	Res 306.771.2695 Bus 306.949.2254 Cell 306.526.8239	Northbridge General Insurance Corporation Canadian Hail Agencies Inc.
<b>Stroh, Peter</b>	Saskatoon	Cell 306.374.3543	Ag Direct Hail Insurance Ltd.
<b>Willoughby, Tim</b>	Lloydminster	Res 306.825.4419 Cell 306.821.0544	Palliser Insurance Company Limited

July 2, 2021

## **NOTIFICATION OF IMPORTANT INFORMATION**

This list of Crop Hail Appraisers is maintained by the General Insurance Council of Saskatchewan (Council) and is intended to be a resource for persons who may need the services of an appraiser to assist them in the settlement of a crop hail loss dispute.

The appraisers on the list are persons that Council believes have the training and experience necessary to assess hail losses. A listed appraiser may be one of the following:

1. A licensed Crop Hail Adjuster (act as an independent contractor);
2. A licensed Crop Hail Adjuster Representative representing one hail insurance company;
3. An employee of a crop hail insurance company; or
4. A person who, in the opinion of the crop hail insurance industry, has the knowledge and skill to act as an appraiser.

The list of appraisers identifies the following:

1. The name, contact information and location of the appraiser; and
2. The name of crop hail insurance companies for whom the adjuster does the majority of crop hail loss adjusting and, therefore, may be precluded from acting as an appraiser if the crop hail loss dispute involves that insurance company.

If you choose to employ the services of a listed appraiser be advised that you understand and agree to all of the following conditions:

- Council is not liable for any act or omission of the appraiser you hire;
- Council does not guarantee a favourable outcome of the crop hail loss dispute and is not a party to any agreement between you and a listed appraiser that you contract to represent you in a crop hail loss dispute;
- A listed appraiser has agreed to act as an appraiser on the strict understanding that you will hold the appraiser and their employer, if applicable, harmless and will not subject the appraiser or their employer to any legal action as long as the appraiser is acting in good faith on your behalf;
- The fees charged by an appraiser are not regulated by Council, and you should determine in advance what the total fees will be; and
- Any written or oral agreement for the services for the services of the appraiser between you and the appraiser is not regulated by Council.

## **Frequently Asked Questions**

**Q** Why was a list of appraisers created?

**A.** The time frame in which a farmer needs to find an appraiser when there is a disagreement as to the percentage of damage by hail to any insured crops is only three days and Council has been asked on a number of occasions if Council could recommend an appraiser.

**Q.** How did Council determine who should be on the list of appraisers?

**A.** The crop hail insurance industry was asked to recommend licensed adjusters or other persons that, in the opinion of the industry, are sufficiently skilled to act as an appraiser for a farmer or a crop hail insurance company.

**Q.** Do I have to use one of the listed appraisers?

**A.** No, *The Insurance Act* (The Act) says that you can choose any one to act as your appraiser.

**Q.** I have contacted an appraiser from the Council list and have been told that I should contact Council to make arrangements to pre-pay the appraiser's costs. Why has this process been put in place?

**A.** The pre-payment process is similar to the Umpire pre-payment process that is required for crop hail loss disputes.

Council believes it is in both the farmer's and the insurance company's interests that individuals trained to adjust crop hail losses are involved as a farmer's appraiser. The appraisers on Council's list have voluntarily allowed their names to be placed on the list to assist farmers in this process.

Council has established this payment process to facilitate the payment of the appraiser's fees and expenses and allow the farmer and the appraiser the opportunity to focus on the appraisal of the disputed crop hail loss.

**Q.** What will it cost me if I decide to use a listed appraiser?

**A.** The costs will depend on the circumstances of the crop hail dispute and the time it will take. Expect to pay a daily rate for the appraiser, plus mileage and meal expenses. It is strongly recommended that you and the appraiser agree on the costs up front so that there are no surprises.

**Q.** Does Council set the fees that an appraiser may charge?

**A.** No, Council does not regulate the fees that an appraiser can charge.

**Q.** Is there any guarantee that by using an appraiser I will get a better settlement?

**A.** No, neither Council nor the appraiser can guarantee the outcome of the dispute.

**Q.** Will Council take a complaint in the event of a dispute between myself and an appraiser if I believe the appraiser has not done a proper job of representing my hail claim?

**A.** No, Council will not mediate any dispute as Council does not regulate an appraiser even though the appraiser may be a licensed crop hail adjuster.

**Q.** I have been asked to sign an agreement that protects the appraiser. What is this?

**A.** An appraiser may ask you to sign an agreement that contains a general disclaimer that if you choose to use the appraiser you will absolve the appraiser from legal action providing the appraiser acts on your behalf in good faith.

**Q.** Why should I consider using one of the appraisers?

**A.** Council recommends the use of one of the listed appraiser as they have the training and access to crop hail loss information that simply is not available anywhere else and they know the process that needs to be followed.

- Q.** Why not get my neighbour or someone else to act for me as my appraiser and it won't cost me anything?
- A.** As long as that person has the skill to do proper plant counts, recognizes the difference between insect damage, plant disease, other weather related damage and hail damage, you may be well served.
- Q.** I have just had another insurance company adjust the same field for a hail loss, so why not ask my neighbour to act as my appraiser and just have him ask for the same loss adjustment?
- A.** That might work as long as the insurance company's appraiser and your appraiser agree.

However, this may not be the norm and has frequently put the neighbour in a difficult spot. The reason for this is if the two appraisers do not agree, the dispute must then go to the umpire stage.

The umpire will choose the damage assessment that is closest to the umpire's estimate of the loss.

Council has seen in some umpire cases where only two loss counts were done, that of the insurance company's appraiser and the umpire. The reason for only two counts being done was the neighbour did not have the skill or knowledge to do proper counts.

When that happens the umpire must follow the adjustment procedures set out in The Act and he must choose the only hail loss estimate that the umpire has that is closest to that of the umpire.

- Q.** How do I know an appraiser is qualified?
- A.** Each appraiser on the appraisal list has been involved in the settlement of hail loss claims for a number of years and has the knowledge and experience expected of an appraiser.
- Q.** How do I know if an appraiser will be unbiased?
- A.** On the list of appraisers each appraiser has disclosed the insurer for which they adjust the most hail losses for and, therefore, should not be your first choice for an appraiser if your hail dispute involves that named insurer. You should ask your appraiser whether they adjust claims for the insurer with which you have a dispute.
- Q.** What is the best way to choose an appraiser?
- A.** Unless you know one of the listed appraisers, start by eliminating those that have disclosed they represent the insurer you are having the dispute with.

Then look for an appraiser in your area as it will save you the travel costs that an appraiser is entitled to charge.

# PAYMENT PRE-AUTHORIZATION

## General Insurance Council of Saskatchewan

INVOICE # 1  
DATE:

310 – 2631 – 28<sup>th</sup> Avenue, Regina SK S4S 6X3  
Phone 306.347.0862 Fax 306.347.0525  
Email: [annette.graff@skcouncil.sk.ca](mailto:annette.graff@skcouncil.sk.ca)

The term appraiser(s), as used in this agreement, means the dispute resolution representative(s) as referred to in section 8-95(1), statutory condition 15(d) of *The Insurance Act*.

**Dispute Resolution Representative 1 (Appraiser 1)**  
**Name and Address**

**Dispute Resolution Representative 2 (Appraiser 2)**  
**Name and Address**

### REQUEST FOR APPOINTMENT OF HAIL UMPIRE

The General Insurance Council of Saskatchewan has received a request for the Appointment of a Hail Umpire.

The Statutory Conditions of the insurance policy outline the specific loss settlement provisions. These conditions are shown on the insurance policy.

#### Stage 1 - Adjustment Process

The insurer and insured (or their representatives) will together determine and agree upon the percentage of loss or damage sustained by hail on the acreage of the crop or any portions thereof, insured under any item of the policy.

If the insurer and insured cannot agree upon the percentage of loss on each insured crop, the dispute will advance to the dispute resolution process.

#### Stage 2 - Dispute Resolution Process

If a disagreement as to the percentage of damage by hail to any of the crops occurs, either the insurer or the insured may submit a written request for dispute resolution.

Time restrictions for notifying and appointing an appraiser exist. It is therefore critical that you familiarize yourself with statutory condition 15 relating to the dispute resolution process.

The insurer and insured are removed from the dispute resolution process once the appraiser(s) are appointed.

If only one appraiser is appointed, the percentage of hail damage will be calculated and determined by that appraiser. It is the duty of the appraiser to provide a written record of the assessment for each item on the policy that is in dispute. This record will include the appraiser's actual count of the damage, the appraiser's assessment of the loss and the reasons for the assessment.

The appraiser(s) expenses are incurred by the insurer and the insured respectively. If only one appraiser is appointed, then the expenses will be incurred equally by the insurer and insured.

In the event the appraisers cannot agree on the percentage of damage, an umpire will be appointed.

#### Stage 3 - Umpire Process

The appraisers may choose an umpire, however, if an agreement cannot be reached, an umpire will be appointed by the Superintendent of Insurance.

For each item of dispute, the appraisers and the umpire will each perform their own counts and will make a written assessment of the percentage of damage. The appraisers will provide their written assessments to the umpire and the finding in writing of any 2 of them determines the percentage of the damage. If the numbers are not close, the umpire shall select and award the assessment that is closest to the umpire's own, or, in the umpire's sole discretion, the umpire may determine the percentage of damage where a selection of one party's assessment over the other would result in unfairness to the insured party.

The umpire's decision will be final.

Both the insurer and the insured are equally responsible for paying the expenses of the umpire.

### PRE-AUTHORIZED CREDIT CARD PAYMENT

In order to facilitate the umpire process, the General Insurance Council of Saskatchewan will require the filing of a pre-authorized payment in the form of a credit card. The umpire is requested to attend to the following:

Policy Number \_\_\_\_\_

Claim Number \_\_\_\_\_

List of ALL insurers on the risk: \_\_\_\_\_

Location of Disputed Crop	Acres	Type of Crop	
Per Diem	\$400 per day	Mileage	\$.50/km
Meal expenses	\$50 per day	Reasonable Accommodations	as required

**Attestation:**

I have reviewed this form, including the list of all other insurers on the risk, and declare the information to be accurate.

I understand that failure to list all other insurers on the risk may result in disqualifying an umpire and further being assessed any expenses the disqualified umpire may have incurred.

The completed form must be returned to the General Insurance Council of Saskatchewan's office in a timely fashion to ensure that an umpire is appointed.

\_\_\_\_\_  
Signature of insurer

\_\_\_\_\_  
Signature of insured

Insurer Credit Card Information	Insured Credit Card Information
Name on credit card	Name on credit card
MasterCard or Visa #	MasterCard or Visa #
Expiry Date	Expiry Date
Authorized signature	Authorized Signature

An invoice will be provided to both the insurer and the insured identifying the actual expenses submitted by the Umpire. The credit card of both the insurer and insured will be expensed for equal portions.

**Please fax the completed form to Council at 306.347.0525  
OR email to info@skcouncil.sk.ca**

## Statutory Conditions

### Misdescription or misrepresentation

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

### Waiver of conditions

2 No term or condition of the contract is 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.

### Officer presumed an agent

3 Any officer or managing 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 is deemed to be the agent of the insurer for the purpose.

### Indemnity limitation

4 No claimant is entitled to indemnity under the contract for any loss or damage that is found to be less than 5% of the crop on the acreage damaged by hail.

### Conditions of indemnity

5 No claimant is entitled to indemnity under the contract:

(a) when the crop is wholly destroyed by any cause other than:

(i) hail; or

(ii) a cause that is set out in the endorsement and that is approved by the Superintendent to be set out in the endorsement;

(b) when the crop is over-ripe unless the crop has not been harvested due to circumstances beyond the control of the insured; or

(c) when the crop or any portion of the crop has been so injured by causes other than hail that the crop or any portion of the crop, as the case may be, would not yield profit over and above the actual cost of harvesting and marketing it.

### Notice of claim of loss

6(1) Any person claiming under the contract must give notice of claim of loss or damage in writing to the insurer or at the location designated by the insurer within 3 days after 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 area damaged by hail.

(2) Notwithstanding subsection (1) of this condition, failure to give notice within the time referred to in that subsection does not, subject to Statutory Condition 9, invalidate the claim if it is shown that it was not reasonably possible to give notice within that 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 has an 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.

### Insurer and insured to ascertain percentage

8(1) Within 30 days after the receipt of notice of claim of loss or damage, the insurer and the insured or their accredited representatives must together ascertain and agree on the percentage of loss or damage sustained on the acreage of the crop or any portion of the crop insured under any item of the policy.

(2) The amount of indemnity must be ascertained on the agreed percentage of the insurance on the acreage sustaining loss or damage by hail, subject to the terms of the policy or subject to the determination of the amount of the loss or damage by a dispute resolution process as provided in Statutory Condition 15.

(3) No account is to be taken of the cost of cutting or threshing the portion of the crop not destroyed or damaged.

(4) The determination of the percentage of loss or damage may be deferred to a later date agreed on in writing between the insurer and the insured.

#### **Proof of loss**

**9(1)** A person making a claim under the contract must, within 30 days after the occurrence of a loss or within 30 days after the deferred adjustment date, unless that time is extended by the insurer with notification to the insured, provide a statutory declaration (in these conditions called the "proof of loss") on a form provided by the insurer, setting out the date and 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 of the crop insured under any item of the policy and whether the crop was damaged by hail before the time of the application.

(2) If the claimant fails to provide proof of loss, the claimant forfeits any claim under the contract.

(3) If the insurer, within 30 days after the occurrence of a loss referred to in subsection (1) of this condition, 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 a dispute resolution process as provided in Statutory Condition 15, the insurer is deemed to have waived proof of loss unless proof of loss is requested by the insurer in writing.

#### **Proof of loss may be made by a representative of insured**

**10** Proof of loss must be made by the insured even if the loss is payable to a third person, except that, in the case of the absence of the insured or the insured's inability or refusal to make proof of loss, proof of loss may be made by the insured's representative or by a person to whom any part of the insurance money is payable.

#### **Fraud or false statement**

**11** Any fraud or wilfully false statement in a proof of loss invalidates the claim of the person making proof of loss.

#### **Payment of money within period**

**12** The insurer must pay the insurance money for which it is liable under the contract within 60 days after proof of loss has been received by it or, when a dispute resolution process is conducted under Statutory Condition 15, within 30 days after the percentage of damage is determined by the representatives or umpire.

#### **Insured liable for expenses incurred**

**13** If the insured claims for loss or damage under the contract and it is found that the insured is not entitled to indemnity under the conditions of the contract, the insured is liable for the expenses incurred in the adjustment of the insured's claim.

#### **Cancellation of contract**

**14(1)** The contract may be cancelled at any time by the insured by giving notice to that effect to the insurer and the insurer must refund within 15 days from the date of notice the excess of paid premium above the customary short rate premium for the time the contract has been in force.

(2) If a note or other undertaking was accepted as payment of the premium, the insured shall pay the insurer the earned portion as payment of the premium and on payment or tender of that amount the insurer shall return that 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.

(3) An insurer may only cancel a contract if the insured has failed to pay the premium in whole or part pursuant to the terms and conditions of the contract.

(4) When an insurer elects to cancel a contract pursuant to subsection (3), the insurer must:

(a) give the insured at least 15 days' notice by registered mail or personal service on the insured of cancellation of the contract for non-payment of premium; and

(b) allow the insured to avoid cancellation of the contract by payment of the outstanding premium to the insurer or the insurer's representative on or before the expiration of the 15 days.

(5) Where an insured has failed to pay the premium in whole or part pursuant to the terms and conditions of the contract, the insurer may elect to keep the contract in force and:

(a) deduct the unpaid premium from any amount the insurer is obligated to pay to the insured under the contract; or

(b) sue the insured for the unpaid premium.

## **Dispute resolution**

**15(1)** In the event of a disagreement as to the percentage of damage by hail to any of the insured growing crops, whether the right to recover on the contract is disputed or not, the percentage must, when so required by either party, be ascertained by a dispute resolution process, which must be conducted as follows:

(a) the party desiring the dispute resolution process must, within 3 days after the disagreement, deliver or cause to be delivered to the other party a notice in writing requiring a dispute resolution process to be conducted and appointing a dispute resolution representative, who must act either alone or with a dispute resolution representative appointed by the other party to estimate the percentage of the damage;

(b) not later than 3 days after receipt of a notice under clause (a) the other party may appoint a dispute resolution representative and, within that period, must notify the first party of the appointment by notice in writing;

(c) if a party, after receipt of written notice from the other party under clause (a), fails or refuses to appoint a dispute resolution representative within the time set out in clause (b), the percentage of damage must be estimated and determined by the representative appointed by the party giving notice;

(d) where each party has appointed a dispute resolution representative, the representatives must together estimate the percentage of damage and if they fail to agree must submit their differences to an umpire, and subject to clause (e), the finding in writing of any 2 of them determines the percentage of the damage;

(e) notwithstanding clause (d), an umpire, in the umpire's sole discretion, may determine the percentage of damage where a finding pursuant to clause (d) would result in unfairness to the insured;

(f) the Superintendent shall appoint an umpire on the application of either representative if:

(i) the dispute resolution representatives fail to agree on an umpire within 15 days after their appointment; or

(ii) the umpire fails or refuses to act or is incapable of acting or dies;

(g) the Superintendent must, as soon as is practicable, after receiving an application under clause (f) appoint an umpire from a list of eligible umpires compiled and maintained by the Superintendent;

(h) if only one dispute resolution representative has been appointed, the parties must share equally the representative's expenses;

(i) if 2 dispute resolution representatives have been appointed, each party must pay the expenses of the representative appointed by the party;

(j) if an umpire is required, the parties must share equally the umpire's expenses;

(k) the assessment of damage must be conducted within 2 days after the date on which:

(i) a dispute resolution representative is appointed under clause (b); or

(ii) if no dispute resolution representative is appointed under clause (b), the time for appointing a dispute resolution representative under clause (b) expires, or at a later date as agreed on by the 2 dispute resolution representatives, if 2 representatives have been appointed;

(l) if the dispute resolution representatives cannot agree on an extension of time under clause (k), the Superintendent may extend the time on the application of either representative.

(2) An umpire is bound by the rules of procedural fairness in carrying out the umpire's functions under this Statutory Condition.

## **Limitation of actions**

**16** An action or proceeding against the insurer is subject to *The Limitations Act*.

## **Assignment or change of property**

**17** If the insured crop or the insurable interest of the insured in the insured crop is assigned without the permission of the insurer, the assignment is not binding on the insurer, but this condition does not apply to change of title by succession, by operation of law or by death.

**Substitution for Statutory Condition 12 and variation of Statutory Condition 15**

**8-96(1)** In the case of a contract undertaken by a provincial mutual company that is a provincial crop hail company, the following condition must be printed on the policy in substitution for Statutory Condition 12 set out in section 8-95:

**Payment of loss**

**12** The insurer shall not later than November 1 in the year in which the policy is issued pay the insurance money for which it is liable, but, if the assets and the total actual and estimated revenue of the insurer may not be sufficient to pay in full all losses incurred during the year, the insurer shall pay the losses prorated in accordance with the provisions of *The Insurance Act* that apply to provincial mutual companies.

(2) Statutory Condition 15 may be varied but if, by reason of the variation, the contract is, in the opinion of the insured, less favourable to the insured than it would be if the condition had not been varied, the condition is deemed to be printed on the policy in the form in which it appears in section 8-95.