

Form – TL – 4

(To be executed on Stamp Paper of Rs.20/- or above by the Insured & Duly witnessed by the Notary)

DEED OF INDEMNITY & SUBROGATION

The New India Assurance Co. Ltd.

CBU – 311401

505 – 507, 5th Floor, Arunachal Building,

19, Barakhamba Road,

New Delhi – 110 001

Re : ClaimNo. _____

Policy No. _____

Interest Covered: Mobile Handset/ Tablet / Laptop

THIS deed of indemnity made at _____ on this _____ day of _____ 20____
Between

Mr./Ms./M/s. _____ hereinafter referred to as the INSURED which expression shall unless it be repugnant to the context be deemed to include its successors and assignees) of the First part

And

The New India Assurance Company Limited, a Public Limited Company incorporated under the Indian Companies Act, 1913 and having its registered office at Mahatma Gandhi Road, Fort, Mumbai – 400 001 hereinafter referred to as 'COMPANY' (which expression shall wherever the context so requires or permits includes its successors and assignees) of the Second Part.

WHEREAS the Company had insured IMEI No. _____ (description of the property involved) belonging to the Insured under its Policy No. _____ dated _____ and whereas the insured reported that the said (Property) Mobile Handset/ Tablet/ Laptop was STOLEN (cause of loss) on _____ and whereas a claim of Rs. _____ (Rupees _____ only) under the said policy has been lodged with the Company AND WHEREAS the company has agreed to pay the claim for Rs. _____ (Rupees _____ only) provided the insured agree and undertake to indemnify the Company against any liability/dues/compensation/awards/penalties etc. under any act or acts for time being in force or under the Policy and refund of claim paid.

AND WHEREAS the insured has agreed to indemnify the Company as aforesaid AND WHEREAS the Company has agreed to make payment of Rs. _____ (Rupees _____ only) Subject to the stipulation contained hereinabove.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. _____ (Rupees _____ only) to be paid to the insured by the Company the party of the First part hereby absolutely unconditionally and fully indemnify and will at all times hereinafter keep indemnified, saved, defended and harmless the Company, their servants and Agents in respect of and against all losses, payment, damages, costs, charges, expenses, liabilities and prejudices of whatever kind and nature and whomsoever and whenever may suffer, sustained by the Company or which the Company. However or whenever may suffer, sustained, incurred or be exposed against the Company in connection with the said property by the Govt. under any acts for the time being in force.

We hereby acknowledge receipt of a sum of Rs. _____ (Rupees _____ only) which you have paid to us and which we have accepted in full & final settlement of our claim in respect of a claim preferred by us for loss of property occurred due to _____ on _____.

We further declare and agree that by virtue of the aforesaid payment the underwriter concerned became subrogated to all our rights, interest and remedies in respect of the aforesaid subject matter in accordance with the laws governing the contract of insurance. We also declare and agreed that the said New India Assurance Co. Ltd. shall have unequivocal rights and authority to use our name to the extent as may be necessary to effectively exercise all or any such rights and or remedies that we will furnish them with any assistance they may reasonable require of us when exercising such rights and whilst on their part they will indemnify us against liability for costs, charges, expenses arising out of and in connection with any proceedings which they may initiate in our name in exercise of such rights and remedies.

IN WITNESSESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

DATED THIS _____ DAY OF _____ 20____ AT _____.

SIGNED SEALED AND DELIVERED BY INSURED
(SIGNATURE OF CLAIMANT)

In the presence of Witness:

Name:

Address:

SIGNED SEALED AND DELIVERED BY (NOTARY)

(COLLECTION OF THIS DOCUMENT DOES NOT CONFIRM ADMISSION OF LIABILITY)