

**IMPORTANT NOTICE:** Your insurance company does not have enough information to make a decision whether or not the loss or occurrence you have reported to it is covered under the insurance policy. The purpose of having you sign this form is to allow the insurance company to continue investigating the loss or occurrence, to make investigations about your coverage under the policy, and to settle and pay any claims against you without giving up its rights to deny that the occurrence or loss is covered under the policy once its investigations are completed. You are not giving up your rights under the policy by signing this form. If the insurance company determines that there is no coverage for the occurrence or loss, it can require you to repay the amount of any settlement or judgment it has paid on your behalf, plus its costs of handling and defending any claim against you.

## NON WAIVER AGREEMENT

IN THE MATTER OF .....  
(Describe Nature of Claim or Loss)

which is reported to have occurred on or about the .....

day of ..... 20 ..... at or near .....  
(Place of Occurrence)

involving the undersigned .....

and claim made by .....

AND IN THE MATTER OF a Policy of Insurance No. ....

issued by ....., hereinafter called the Insurer, under which policy the Insured alleges the insured has coverage, which the insurer does not admit, and whereas the Insurer requires further information to determine if the Insured is entitled to coverage under the policy, whether for defence or indemnity.

The undersigned hereby covenants and agrees with the Insurer, as follows:-

1. The Insurer may make such investigations of the loss or occurrence and claims arising there from as it deems necessary. In the event that issues relating to coverage arise as a result of such investigation, the Insurer will not be estopped from relying on such facts to make a decision on the coverage available to the insured under the terms and conditions of the Policy.
2. The Insurer may appear and defend all actions arising from the occurrence in the name of the undersigned.
3. The Insurer may carry on negotiations toward possible settlement in respect of claims or actions arising from the loss or occurrence without Judgement against the undersigned or without the further consent of the undersigned.
4. The Insurer may negotiate, settle and pay any claims arising from the occurrence or loss without a Judgement having been obtained against the undersigned. The undersigned realizes that this means that he has made himself liable to the Insurer to the extent of the payment made by the Insurer under the policy should the undersigned be found in breach of the policy.
5. Any action taken by the Insurer shall be without prejudice to the respective rights of the Insurer and the undersigned under the designated policy of insurance.

6. In the event of any proceedings between the Insurer and the undersigned to recover the amount of any settlement paid by the Insurer, the undersigned will not plead nor contend (a) that the Insurer has waived any of its rights under the policy by investigation of the occurrence or loss, by defending any action or by negotiating any settlement in respect of the occurrence or loss nor (b) that the settlement was made without a judgement having been obtained against the undersigned.

**SIGNED AT:**..... this .....

day of .....

(Year )

**In the presence of:**

.....  
Witness

insured is not an individual)

..... **SEAL**  
(Include name of Organization and Title of Person signing if the named

.....  
Witness

..... **SEAL**