

*[To be printed on a stamp paper of appropriate face value]*

### **INDEMNITY BOND**

This Indemnity Bond is executed at \_\_\_\_\_, on this \_\_\_\_ day of 20\_\_, by and between:

I, \_\_\_\_\_, S/W/o Shri. \_\_\_\_\_ aged about \_\_\_\_ years, residing at \_\_\_\_\_, hereinafter referred to as the “**Indemnifier**”) which expression shall unless repugnant to the context or meaning thereof, mean and include her successors and assigns of the **ONE PART**.

**AND**

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 112, JC Road, Bangalore and Corporate Office at 2<sup>nd</sup> Floor Augusta Point, DLF Golf Course Road, Sector-53, Gurgaon-122 002, hereinafter referred to as the “**Company**” (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

**WHEREAS:**

- A. Company has issued a policy bearing Policy Number (\_\_\_\_\_) (hereinafter referred to as the “Policy”) to the Indemnifier wherein he/she is the Policyholder.
- B. The Indemnifier represents to the Company that the Original Policy Bond for the aforementioned Policy Number is lost and/or misplaced irrecoverably.
- C. Based on the above representations made by the Indemnifier, the Company is willing to issue a Duplicate Policy Bond, subject to the Indemnifier executing this deed of indemnity on the terms and conditions hereinafter.

**NOW THIS INDEMNITY BOND WITNESSETH AS FOLLOWS:**

1. The Indemnifier confirms that he/she is the Policyholder in respect of the aforementioned Policy.
2. The Indemnifier also confirms that the Original Policy Bond for the aforementioned Policy Number issued to him/her by the Company is lost and/or misplaced irrecoverably and that there is no willful suppression of any material fact.
3. In consideration of the Indemnifier indemnifying the Company as envisaged herein and based on the representations made by the Indemnifier, the Company agrees to issue a duplicate policy bond to the Indemnifier for the said Policy.
4. If the Original Policy Bond is recovered at a later stage, the Indemnifier shall keep the Company indemnified and hold harmless from any claim/demand that may be made by any person claiming interest or right under the Policy as a beneficiary or in any other capacity on the basis of such recovery.
5. Further the Indemnifier agrees to indemnify and always keep the Company indemnified and hold harmless from any penalty, damages, costs, or any other amount/s payable of whatsoever nature including but not limited to any amount payable under a decree or order of a Court or adjudicating authority, legal fees and expenses (including counsel fee) in relation to the prosecution or defense or settlement of any claims/ demands whatsoever arising out of the Policy.
6. This Indemnity is absolute and the Indemnifier agrees to fulfill the same if and when the Company is in any way liable or responsible to pay any amount to any person in respect of the Policy and/or any claim arising out of the Policy in future or at any time on the basis of the recovery of the Original Policy Bond.
7. It is further declared that the Indemnity given by this Deed is irrevocable and will remain in full force and effect.

IN WITNESS WHEREOF THIS INDEMNITY BOND HAS BEEN SIGNED, SEALED AND EXECUTED BY THE PARTIES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

\_\_\_\_\_  
**INDEMNIFIER**  
*(Policy Holder's Signature)*

Witness Name & Signature:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(To be executed before and attested by a Notary Public)*