

INDEMNITY BOND

This indemnity executed at Surendranagar on 3rd Jun 2019, by Mrs Prabhaben Hareshbha Rathod, the late insured vehicle occupant Mr Hareshbhai Palabhai Rathod, Residing at Nani Moldi, Surendranagar, Gujarat, herein referred to as the "Nominee of the insured which includes all heirs legatees and trustees of the part in favor of HDFC ERGO General Insurance Company Limited, herein after referred to as 'the Company' (which expression shall whenever the context so requires or permits include its successors and assignees) of the second part.

Whereas the Company has insured a motor vehicle no GJ03JC5221 Hyundai I20 belonging to the Insured the policy No 2311 2014 3793 8602 000 herein referred to as policy and whereas the insured vehicle occupant Mr Hareshbhai Palabhai Rathod, is reported to have expired due to an accident to the said vehicle on 07/04/2019 and whereas a claim for **Rs 2,00,000/- (Two Lakh Rs only)** under the said policy has been lodged with the company and Whereas the Company has agreed to pay the claim of **Rs 2,00,000/- (Two Lakh Rs only)** to the nominee of the insured occupant who is the only claim legal heir of the insured vehicle occupant.

In consideration of the said settlement of the claim by the Company the nominee of the insured vehicle occupant agrees to absolutely and unconditionally, protect, defend, bold

harmless. And indemnify the Company, its employees, servant and agent from and against any liability, claim, demands, or cost expense. The may be caused to suffered by or occasioned to or sustained by the Company or which the Company however may suffer, sustain, insure or be exposes to, due to the occurrence of one or more of the following.

- a) Any breach by the Insured of the terms of the policy.
- b) Any tax or levy imposed by any statutory or local authority, including the Regional Transport Office, under the provisions of the Motor Vehicle Act 1988, the relevant motor vehicle tax act or the rules made there under or any other applicable law, rule of regulation, in connection which the subject matter or insurance.
- c) Any defect or claims exist or which may arise in future in relation the title of the nominee of the Insured as the only legal heir of the insured owner driver deceased passenger.
- d) Any fraudulent act or misrepresentation by the nominee of the insured owner driver deceased passenger.
- e) Any failure by the nominee of the insured to comply with any applicable law. Regulation, judgment or decree including but not limited to the provisions of the Motor Vehicle Act 1988, the relevant motor vehicle tax act or the rules made there under.
- f) Any failure/delay or omission by the nominee of the Insured to fulfill his/her obligations contained herein.

Whereas the nominee of the insured has also agreed to indemnify and keep indemnified the Company against any and all claims, demands, action, consequences losses, damages, expenses, or proceeding that may be brought or compressed against the Company any executive, quasi judicial or judicial forum including central, state or local authority/body and for any payment or liability which the company have to bear, suffer, incur directly or indirectly as a result of making payment to nominee of the Insured under the policy pursuant to the decision in such authority or body including any interest fine penalty, losses, damages, recoveries, judgment, costs charges and expenses in respect of such payment to nominee of the Insured under the policy and whereas the nominee of Insured has agreed to indemnify the company as aforesaid, the company has agreed to make payment of Rs 2,00,000/- (Two Lakh Rs Only) subject to the aipulations contained herein above.

In witness whereof, the nominee of the insured as aforesaid, the company above named has set and subscribed his/her hand the day year first herein above written.

Signed and delivered by the

Within named nominee of the Insured vehicle occupant

In presence of Witness