

# RESERVATION OF RIGHTS AGREEMENT

It is hereby agreed between \_\_\_\_\_ hereinafter called the Insured, and \_\_\_\_\_ Insurance Company hereinafter called the Company, which has heretofore issued to the Insured their policy No. \_\_\_\_\_, that any action taken by the Company in investigating a certain accident alleged to have occurred on or about the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, and all facts pertaining thereto including the cause, injuries, loss and damages, shall not in any way change, waive, invalidate, or forfeit any of the terms, conditions and requirements of said policy or any of the rights of either of the parties hereto under sold policy; and in the event any suit has been or shall be filed against the Insured growing out of said accident, should the Company elect to defend said suit or participate therein, said defense or participation therein by it shall not be construed to change, waive, invalidate or forfeit any of the terms and conditions of said policy or any of its rights thereunder. No act of the Company done by way of said investigation or defense shall be construed as any admission of coverage under said policy.

It is the intention of this agreement to permit a full investigation of said accident and a defense of any suit brought on account of said accident, should the Company elect to defend, without in any way affecting, impairing or waiving any of the rights of either party hereto except that the Insured waives the right to insist that such investigation or defense by the Company shall constitute an admission of liability under said policy.

EXECUTED IN DUPLICATE the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**Witness:**

\_\_\_\_\_  
Assured

\_\_\_\_\_  
Assured

\_\_\_\_\_  
Company

