

NON-WAIVER AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the Insured, _____, under Policy No(s). _____ and the Insurer or Insurers, _____, who are the signing parties to this Non-Waiver Agreement, hereinafter referred to as Agreement, that any action taken by the insurer(s) or their authorized representative to investigate the cause of loss, investigate or ascertain the amount of sound value, or the amount of loss and damage which occurred on _____, 200_, shall not waive or invalidate any of the terms or conditions of Policy No(s). _____ or any other policy the insured may have with the insurer that provides coverage for this loss, and shall not waive or invalidate any rights whatsoever of any kind of either of the parties to this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the examination of the insured or any other person, the examination of the books of account, bills, invoices, or other records of the insured or any other person, the request of any information, or the furnishing thereof, or the incurring of any expense by the insured shall waive or invalidate any of the terms and conditions of the Policy No.(s) _____ or any defense thereunder.

The intent of this Agreement is to preserve the rights of the parties hereto, and to permit an investigation of the cause of said loss, the investigation and ascertainment of the amount of sound value, or the amount of loss and damage, or any of them together without regard to the liability of the named insurer or insurers.

Witness our hands this _____, day of _____ 200 _.

_____ L.S. _____ L.S.