

PROOF OF LOSS **SETTLEMENT AND SUBROGATION AGREEMENT**

To _____
 (the Insurer)

The Undersigned hereby declares:

That the Insurer issued to _____ (hereinafter called the Insured),
 its policy, number _____, insuring against loss by _____, as specifically provided
 in said policy, the following described automobile and equipment,

KIND	Year	Trade Name	Style of Body	Model	NUMBERS		Registration
					Motor	Serial	
Auto-mobile							
Trailer							

That a loss by _____ occurred on the _____ day of _____ 19____ at about
 the hour of _____ o'clock _____ M. the items and extent of which loss are truly and accurately described in the
 schedule or invoices hereto attached or described on the reverse side of this Agreement;

That no person other than the Insured has or had any title, interest, lien, or encumbrance in or upon the insured
 property except _____;

That said loss did not occur by the design, procurement, or fraud of the Insured, nor of any agent of the Insured;
 that no violation of the terms of said policy has or will be done; that there is no other insurance in force as to this loss.

It is expressly understood and agreed that the signing of this Proof of Claim by the Insured, or the preparing of Proof
 by an adjuster, or any agent of the Insurer named herein, is not a waiver of any rights of said Insurer.

The actual cash value of the property described by aforesaid Policy, actual loss and damage sustained, and the amount
 claimed under this Policy are as follows:

Actual Cash Value	Actual Damage	Amount Deductible	Amount Claimed
\$ _____	\$ _____	\$ _____	\$ _____

NOW, THEREFORE, in consideration of the matters related herein, it is agreed as follows:

1. The Insured does hereby release and discharge the Insurer of and from any and all claims and demands under the
 said policy resulting from the occurrence of the loss above described;

2. A. The Insured hereby acknowledges the receipt of the sum of _____
 _____ Dollars, (\$ _____), in full satisfaction and compromise settlement of the said loss;

B. The Insured hereby acknowledges repair or replacement of the loss and damage to the Insured's entire satis-
 faction and agrees that the payment of the sum of _____
 _____ Dollars, (\$ _____), by the Insurer to _____,
 the person or firm making the repair or replacement, shall constitute a full performance of the obligation of the
 Insurer under its said policy;

3. The Insured hereby assigns, transfers, and sets over to the Insurer any and all claims or causes of action of what-
 soever kind and nature which the Insured now has, or may hereafter have, to recover against any person or persons as
 the result of said occurrence and loss above described, to the extent of the payment above made; the Insured agrees that
 the Insurer may enforce the same in such manner as shall be necessary or appropriate for the use and benefit of the In-
 surer, either in its own name or in the name of the Insured; that the Insured will furnish such papers, information, or
 evidence as shall be within the Insured's possession or control for the purpose of enforcing such claim, demand, or cause
 of action; and

4. The Insured covenants that no release or settlement of any such claim, demand, or cause of action has been made.

I (we) affirm that the statements herein made are true.

WITNESS _____ hand at _____ } _____
 this _____ day of _____, 19____ } _____ Insured.

State of _____ }
 County of _____ } ss. _____, 19____

Personally appeared _____ Signer of the foregoing
 statement who made solemn oath to the truth of the same, and that no material fact is withheld of which the said Insurer
 should be advised. Subscribed and sworn to before me, the day and date above written.

My commission expires _____, 19____ (Seal)
 Notary Public

(Strike Out A or B)