

# Authority and Indemnity

**FOR ELECTRONIC  
MAIL and FACSIMILE  
INSTRUCTIONS**

**THIS DEED OF AUTHORITY AND INDEMNITY** is made the ..... day of ....., 20 .....

**BETWEEN** ..... **of/with registered office situated at** .....

in the parish of ..... (hereinafter called “the Customer”) of the FIRST PART, and

**NCB INSURANCE COMPANY LIMITED**, with registered office situated at “The Atrium”, 32 Trafalgar Road, Kingston 10, in the parish of Saint Andrew, (hereinafter called “the Insurance Company”) of the OTHER PART.

**WHEREAS:**

- A.** The Customer has requested that the Insurance Company honour instructions from the Customer sent by means of electronic mail and facsimile transmission to the Insurance Company from time to time in relation to any and all policies, accounts, facilities and other arrangements with the Insurance Company which the Customer currently has or may have in the future with the Insurance Company (instructions sent by such transmissions being hereinafter referred to as “electronic mail or facsimile instructions”).
- B.** The Customer recognizes that there are often higher risks associated with sending electronic mail or facsimile instructions but agrees to accept those risks. These risks include (but are not limited to) (a) the decreased ability of the Insurance Company to verify that the instruction has not been fabricated through using signature(s) closing approximating that/those of the Customer; and (b) the increased likelihood of unauthorized persons gaining access to and misusing the Customer’s electronic mail account without either the Customer or the Insurance Company being aware (a risk that escalates even further with the use of many internet mail accounts).

**IN CONSIDERATION** of the Insurance Company agreeing to accept electronic mail or facsimile instructions from the Customer as aforesaid, the Customer agrees:

- 1.** that the Insurance Company may act on any electronic mail or facsimile instructions given by the Customer from time to time and the Customer voluntarily and with full knowledge takes and assumes any and all risks, associated therewith;
- 2.** that once electronic mail or facsimile instructions has been sent to the Insurance Company purportedly by the person (or by any of the persons, if more than one) specified below, the Insurance Company shall have no obligation to check or verify the authenticity or accuracy of such electronic mail or facsimile instructions purporting to have been sent by the Customer regardless of whether the Insurance Company may have or may in the future choose to so check or verify and the Insurance Company may act thereon as if same had been duly given by Customer;
- 3.** that in acting on electronic mail or facsimile instructions from the Customer, the Insurance Company, its correspondents and agents shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such electronic mail or facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by electronic mail or facsimile instructions on which the Insurance Company may act if the Insurance Company, its correspondents and agents have, in good faith, acted in the belief that such electronic mail or facsimile instructions were given by the Customer;

4. the Customer shall not provide the Company with written instructions bearing original signature(s) where prior instructions to effect the same transaction have been sent to the Insurance Company by electronic mail or facsimile. The Customer acknowledges that where electronic mail or facsimile instructions are followed by subsequent written instructions bearing original signature(s), effect may be given to the written instructions which may result in duplication of the result or giving effect to contrary instructions. The Customer acknowledges and agrees to bear the risk of such duplication and shall indemnify and hold the Insurance Company harmless against all losses, liabilities, claims or damages that may arise as a result of the Insurance Company acting on duplicated instructions;
5. that the Insurance Company may, in its absolute discretion, decline to act on or in accordance with the whole or any part of electronic mail or facsimile instructions pending further enquiry to or further confirmation (whether written or otherwise) by the Customer, so however that the Insurance Company shall not be under any obligation to so decline in any case, and the Insurance Company shall in no event or circumstances be liable in any respect for not so declining; and
6. to release the Insurance Company, its correspondents and agents from and indemnify the Insurance Company against all claims, losses, damages, costs and expenses howsoever arising (including, if applicable, those arising from our correspondents' failure to identify beneficiaries named in your instructions or retaining funds pending confirmation of identity or your instructions) in consequence of, or in any way related to, the Insurance Company having acted in accordance with the whole or any part of any electronic mail or facsimile instructions or having exercised (or failed to exercise) the discretion conferred upon the Insurance Company in Clause 5 above.

**FOR INDIVIDUAL**

**FOR COMPANY**

Signed by:

	The Common seal of	)	
		<b>Limited</b> )	Director
	was affixed by	)	
	Director and	)	
Owner	Director/Secretary	)	Director/Secretary
Owner's Name			

**I, the undersigned, being the person irrevocably designated as beneficiary under the policy/ies of insurance owned by the Customer hereby acknowledge and agree that the Insurance Company may honour instructions from the Customer sent by means of electronic mail and facsimile transmission as above provided that the Insurance Company has received my consent for such transactions, which consent may be sent by me by electronic mail or facsimile transmission and I agree to release the Insurance Company, its correspondents and agents from and indemnify the Insurance Company against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, the Insurance Company having acted in accordance with such consent.**

Signed by:

In the Presence of:

.....  
Beneficiary

.....  
Justice of the Peace/Notary Public

Signed by:

In the Presence of:

.....  
Beneficiary

.....  
Justice of the Peace/Notary Public