

FACSIMILE/E-MAIL INSTRUCTIONS

AUTHORITY AND INDEMNITY

CS 263

To: Guardian Life Limited

It would be convenient and in my/our interests if I/we could at any time and from time to time send instructions by means of facsimile transmission (meaning the sending of transmissions between fax machines via the telephone network) and/or electronic mail (meaning the sending of transmissions electronically between computers via the telephone network) to Guardian Life Limited (GLL) in relation to any and all my/our existing policy/policies with GLL and any policy/policies which I/we may now or in the future have with GLL (instructions sent by such transmissions being hereinafter referred to as "fax/email instructions").

In consideration of GLL agreeing to accept fax/e-mail instructions from me/us aforesaid, I/we agree:

- 1. THAT GLL may act on any fax/e-mail instructions given by me/us from time to time, and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith;
2. THAT once fax/e-mail instructions have been sent to GLL purportedly by me/us, GLL shall have no obligation to check or verify the authenticity or accuracy of such fax/e-mail instructions purporting to have been sent by me/us and may act thereon as if same had been duly given by me/us;
3. THAT in acting on fax/e-mail instructions GLL shall be deemed to have acted properly and to have fully performed all obligations owed to me/us, notwithstanding that such fax/e-mail instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by any fax/e-mail instructions on which GLL may act if GLL has in good faith acted in the belief that such fax/e-mail instructions were given by me/us;
4. THAT GLL may, in its absolute discretion, decline to act on or in accordance with the whole or any part of fax/e-mail instructions pending further enquiry to or further confirmation (whether written or otherwise) by me /us, so however that GLL shall not be under any obligation to so decline in any case, and GLL shall in no event or circumstances be liable in any respect for so declining; and
5. TO release GLL from and indemnify GLL against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to GLL having acted in accordance with the whole or any part of any fax/e-mail instructions or having exercised (or failed to exercise) the discretion conferred upon GLL in Clause 4 above.

Dated this.....date of20.....

EXECUTED AS A DEED BY:

Insured Person's Full Name Insured Person's Signature

Insured Person's Full Name Insured Person's Signature

Irrevocable Beneficiary's/Trustee's Name Irrevocable Beneficiary's/Trustee's Signature

Policy Number(s)

TRN (Life Insured) E-mail Address

In presence of: (Print Name of Witness)

Signature of Witness

NOTE:

- This document may be completed and witnessed at any of Guardian Life's offices along with our Electronic Funds Transfer (EFT) Settlement form, where applicable.
If not signed at Guardian Life's Offices, this form must be signed in the presence of a Justice of the Peace, Minister of Religion or Attorney-at-Law or if completed outside of Jamaica, this form must be signed in the presence of a Notary Public. (N.B. Appropriate stamp or seal must be affixed.)