

Subrogation Agreement

This Subrogation Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between:

Insured Party	Insurer
Name: _____	Name: _____
Address: _____	Address: _____
Policy No.: _____	Claim No.: _____

1. Recitals

WHEREAS, the Insurer has paid or has agreed to pay a loss to the Insured Party under the above-referenced policy arising from an incident that occurred on or about _____ (the "Loss");

WHEREAS, the Loss may give rise to a right of recovery against third parties legally responsible for said Loss.

2. Assignment of Rights

The Insured Party hereby assigns, transfers, and subrogates to the Insurer all rights, claims, and causes of action which the Insured Party may have against any party liable for the Loss, to the extent of the amount paid or to be paid by the Insurer.

3. Cooperation

The Insured Party agrees to cooperate fully with the Insurer in the recovery efforts, including but not limited to executing documents, providing testimony, and assisting in any legal proceedings as may reasonably be required by the Insurer.

4. No Release Without Consent

The Insured Party shall not release or discharge any party liable for the Loss without the written consent of the Insurer.

5. Recovered Amounts

Any amounts recovered through subrogation shall be applied first to reimburse the Insurer up to the amount paid on behalf of the Insured Party. Any balance remaining shall be paid to the Insured Party, unless otherwise provided by law or the insurance policy.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

7. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral, relating to its subject matter.

Insured Party

Date: __/__/__

Insurer

Date: __/__/__