



AmTrust E&S Insurance Services

An AmTrust Financial Company

## Professional Liability Loss Warranty

Name of Applicant: Bell, Nunnally & Martin LLP

Corporate Name: \_\_\_\_\_

The above **Applicant** ("**Applicant**" means: all entities and individuals proposed for coverage, individually and collectively) is requesting Professional Liability coverage from Associated Industries Insurance Company or Security National Insurance Company (herein after collectively referred to as "Company").

### WARRANTY

The **Applicant / Insured** ("**Insured**" means any Insured as defined by the Policy) declares and warrants that after diligent inquiry including, an inquiry of all individuals or entities proposed for coverage, that no claims or suits have been made against the **Applicant / Insured**, or against the corporate entity, or any predecessor corporate entity, that have not been previously reported to the former or current insurance carrier. In addition, the **Applicant / Insured** declares and warrants that no **Applicant / Insured** or corporate entity has any knowledge of any incident, circumstance, act, error, omission or personal injury which might give rise to a claim being made against the **Applicant / Insured**, or against the corporate entity, or any predecessor corporate entity.

The **Applicant / Insured** declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. All of the statements made in this letter and any Applications are true as of the date of this letter and there have been no material changes to the information provided in the Applications since they were signed. The **Applicant / Insured** has an affirmative obligation to provide the Company with any changes to the information and responses contained in this Warranty letter prior to inception of any possible policy that may be issued in reliance of this letter. The **Applicant / Insured** further declares and recognizes that this warranty and declaration is material to acceptance of the risk; and that the insurer reserves the right to rescind coverage of any policy that is issued if the statements set forth herein are erroneous for any reason. Further in the event the declarations in the preceding paragraph are not true in respect to a particular fact, error, or omission, then any claim arising out of or circumstance, incident, act, relating to such fact, circumstance, incident, relating to such fact, circumstance, incident, act, error or omission shall not be covered by the insurer. The **Applicant / Insured** understands and agree that this Warranty Letter, all attachments and replies to the Company's inquiries are part of and incorporated into any policy issued, which is issued in reliance by the Company on the truth, accuracy and completeness of the representations, particulars and statements made in this letter, all attachments and the Applications.

The signatory declares and warrants that he / she has the authority to sign this letter on behalf of the **Applicant / Insured**.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_