

WARRANTY STATEMENT ("WARRANTY") For Accepting Other Carriers' Applications

Name of Applicant:
NOTICE TO APPLICANT: PLEASE READ CAREFULLY
It is understood and agreed that all information contained in Application(s) submitted to NAS in connection with the insurance being applied for will be relied upon by Underwriters in issuing the policy. It is warranted that the particulars and statements contained in said Application(s) for the proposed policy and any materials submitted therewith (which shall be retained on files by underwriters and which shall be deemed attached hereto, as if physically attached hereto), are the basis for the proposed policy and are to be considered as incorporated into and constituting a part of the proposed policy.
The Policy, for which this Warranty and the Application are made subject to its terms, applies only to any Claim made against any of the Insureds during the Policy Period. Unless Defense in Addition to the Limits of Liability is elected by the Applicant, the Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by amounts incurred as Claims Expenses, and Claims Expenses shall be applied to the deductible.
The Applicant confirms that after inquiry with all principals, partners and officers, the Applicant is not aware of any dispute, error, omission, act or circumstance that is, or could reasonably be expected to become, a claim under the policy for which the Application is submitted to the Underwriters.
The undersigned declares that to the best of his/her knowledge the information herein is true and current. Signing of the Application and Warranty does not bind the undersigned to complete the insurance, but it is agreed that this Warranty along with the Application shall be the basis of the contract should a policy be issued, and both the Warranty and Application will be attached and become a part of such policy, if issued. Underwriters hereby are authorized to make any investigation and inquiry in connection with the Application and this Warranty, as they deem necessary.
It is agreed that in the event there is any material change in the answers to the questions contained in the Application prior to the effective date of the policy, the Applicant will notify underwriters and, at the sole discretion of underwriters, any outstanding quotations may be modified or withdrawn.
For purposes of creating a binding contract of insurance by this Warranty or in determining the rights and obligations under such a contract in any court of law, the parties acknowledge that a signature reproduced by either facsimile or photocopy shall be the same force and effect as an original signature and that the original and any such copies shall be deemed one and the same document.
Print Name of Insured, Owner, Partner or Principal Title

Signature

Date