

SERFF Tracking Number: NAVG-125250953 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026337  
Company Tracking Number: UM-F-907-AR  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2021 Personal Umbrella & Excess  
Product Name: Personal - Business Owner's Umbrella Liability  
Project Name/Number: Commercial/Personal Umbrella Liability Form Revision/UM-F-907-AR

## Filing at a Glance

Company: Navigators Insurance Company

Product Name: Personal - Business Owner's Umbrella Liability SERFF Tr Num: NAVG-125250953 State: Arkansas

Umbrella Liability

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-026337

Sub-TOI: 17.2021 Personal Umbrella & Excess Co Tr Num: UM-F-907-AR

Filing Type: Form

Co Status:

State Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Valerie Brink

Disposition Date: 10/10/2007

Date Submitted: 10/04/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

## General Information

Project Name: Commercial/Personal Umbrella Liability Form Revision

Status of Filing in Domicile: Not Filed

Project Number: UM-F-907-AR

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/10/2007

State Status Changed: 10/05/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Navigators Insurance Company currently has a Personal Other Liability - Umbrella Program filed and approved in Arkansas effective April 22, 2004 under company filing numbers PU-F-AR-04-04 and PU-R-AR-04-04.

At this time we would like to revise the forms portion of the program by filing the attached new policy, PUP-101 (02/07) and Arkansas Changes endorsement, ENA-147 (02/07). Please note that this policy is similar to the policy currently approved, PUP-101 (8/02). Some of the differences between the forms are as follows:

- The Terrorism wording, which was previously included in the Arkansas Changes endorsement, ENA-147 (04/2004), is now within policy sections 7. on page 2 and section 19. c. on page 3.

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- As previously silent we now define and provide following form coverage for:
  - Impaired Property within section 9. on page 2 and section h.on page 6. of the policy.
  - Your Product within section 23 on page 4 and section h.on page 6. of the policy.
  - Your Work within section 24 on page 4 and section h.on page 6 of the policy.
- To reinforce our intent the words following in italic were added to section 1.a. on page 10 of the policy: "a. You agree that all primary insurance described in this Policy or Schedule, is in force for any all covered persons:"

No changes have been made to the rates/rules which are currently on file with your Department.

Please note, once the new policy and amendatory endorsement are approved and implemented in our system, we will withdraw the currently approved policy, PUP-101 (8/02), and Arkansas Changes endorsement, ENA-147 (04/2004).

## Company and Contact

### Filing Contact Information

Valerie Brink, Compliance Analyst vbrink@navg.com  
 1375 E. WOODFIELD RD (847) 285-9044 [Phone]  
 SCHAUMBURG, IL 60173 (847) 230-1934[FAX]

### Filing Company Information

Navigators Insurance Company CoCode: 42307 State of Domicile: New York  
 1375 E. Woodfield Rd. Group Code: 510 Company Type: P&C  
 Schaumburg, IL 60173 Group Name: Navigators Group, State ID Number:  
 Inc.  
 (847) 285-9006 ext. [Phone] FEIN Number: 13-3138390  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No

*SERFF Tracking Number:* NAVG-125250953      *State:* Arkansas  
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**Fee Explanation:**  
**Per Company:** No

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
22212	\$50.00	09/28/2007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/10/2007	10/10/2007

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## **Disposition**

Disposition Date: 10/10/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Explanatory Memorandum	Approved	Yes
<b>Form</b>	Personal - Business Owner's Umbrella Liability Policy	Approved	Yes
<b>Form</b>	Arkansas - Changes	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal - Business Owner's Umbrella Liability Policy	PUP 101	02/07	Policy/Coverage Form		0.00	Personal-Business Owner's Umbrella Liability Policy (PUP 101 02 07).pdf
Approved	Arkansas - Changes	ENA-147	02/07	Endorsement/Amendment/Conditions		0.00	Arkansas - Changes - AR-ENA-147 (02-07).pdf

## Personal - Business Owner's Umbrella Liability Policy

Various provisions in this policy may restrict coverage. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **We** will not pay sums or perform acts or services unless specially provided for in this policy.

As used in this policy, the words **you** and **your** mean any person or organization who is shown as the Named Insured on the Declarations of this policy. Other persons or organizations may also be **covered persons** within this policy. **We, us, and our** refer to Navigators Insurance Company.

Other words or phrases that are **boldfaced** in this policy or that are **boldfaced** in endorsements to this policy have special meaning. These are explained in the Definitions section of this policy or in the endorsement if necessary.

If **you** have any concerns about this policy, ask **your** agent or broker who will be happy to answer your questions.

### AGREEMENT

**We** agree to provide the insurance described in this policy in return for the premium paid. **You** agree to comply with all terms and conditions of this policy.

### DEFINITIONS

Certain words in **your** policy and its endorsements are printed in **bold** type. This is to let **you** know these words have a defined meaning. Read these definitions below or in the endorsement if one is included carefully.

1. **Covered person** means:

- a. **Individual.** If this policy is in **your** name as an individual: **you**, any **business** described on the Declarations and Schedule of which **you** are a sole proprietor, **your** spouse if a resident of the same household, any relative, ward or foster child who lives in **your** household, or any person under the age of 21 who lives in **your** household and who is under **your** care or the care of a relative who lives in **your** household;
- b. **Partnership-joint venture.** If this policy is in the name of a partnership or joint venture: that organization, any individual partners or co-ventures and their spouses, but only for their liability as members of the named organization and with respect to the conduct of such partnership or joint venture.
- c. **Corporation.** If this policy is in the name of a corporation or other type of **business** organization: the organization, its executive officers, directors and stockholders while acting within the scope of their duties for the named organization;
- d. **Employees.** **Your** employees while they are acting within the scope of their employment by **you** or while performing duties related to the conduct of **your business**;
- e. **Real estate manager.** Any person or organization, other than **your** employees, while acting as a real estate manager for **you**;
- f. **Limited Liability Company.** **You**, if this policy is in the name of a Limited Liability Company. It also means **your** members but only with respect to the conduct of **your** business and **your** managers but only with respect to their duties as **your** managers;
- g. **Trust.** **You**, if this policy is in the name of a Trust. It also means **your** trustees but only with respect to their duties as **your** trustees;
- h. Those covered under **your primary insurance.** Any other person or organization who is covered, other than a person or organization that is a named insured, under **your primary insurance**, subject to the same coverage limitations contained in **your primary insurance.**

2. **Advertising injury** means the following offenses committed in the course of **your** advertising activities and while **your** policy is in effect:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing **business**;
  - d. Infringement of copyright, title or slogan.
3. **Auto** means a motorized land vehicle, which requires motor vehicle registration and/or operator licensing, including attached trailers, travel trailers, motor homes and motorcycles.
4. **Bodily Injury** means bodily injury, sickness or disease sustained by a person. This includes resulting death from any of these at any time.
5. **Business** includes any trade, profession or occupation. It does not include a farm.
6. **Business** property includes:
  - a. Property on which a **business** is conducted;
  - b. Property (other than residential premises covered under **your** personal liability policy, or the liability section of **your** homeowner's policy), which is rented or held to be rented to others.
7. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a **certified act of terrorism**:
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
8. **Fungus** includes, but is not limited to, any form or type of mold, mushroom or mildew.
9. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less than useful because:
  - a. It incorporates **your product** or **your work**, that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. **You** have failed to fulfill the terms of a contract or agreement;
 If such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
  - b. **You** are fulfilling the terms of the contract or agreement.
10. **Loss** means:
  - a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** during the policy period;
  - b. An offense, including a series of similar or related offenses, committed during the policy period, which results in **personal injury** or **advertising injury**.
11. **Net loss** means:
  - a. The amount the **covered person** is legally obligated to pay as damages as a result of a **loss**; and
  - b. All reasonable expenses the **covered person** incurs in the investigation, settlement, and defense of any claim or **suit** at **our** request. This does not include expenses covered by **primary insurance** or **other insurance**, expenses **we** incur under the Defense and Settlement Section of this policy, or salaries of employees of the **covered person**.
  - c. As used in this definition, damages include **prejudgment interest** awarded against the **covered person**.
12. **Other insurance** means insurance available to any **covered person** that covers a **loss** to which this policy applies, other than either **primary insurance** or insurance specifically purchased by **you** to be excess of the insurance afforded by this policy.
13. **Personal injury** means injury arising out of one or more of the following offenses:
  - a. False arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention or malicious prosecution;



- b. Libel, slander, defamation of character unless the libel, slander or defamation was made in the course of **your** advertising activities.
14. **Prejudgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
15. **Primary insurance** means the policies listed in this policy's Schedule (including renewal or replacement policies thereof).
16. **Primary Insurer** means any insurer that issues a policy of **primary insurance**.
17. **Property damage** means:
- Physical injury to or destruction of tangible property, including all resulting **loss** of use of that property. All such **loss** of use shall be deemed to occur at the time of the physical injury that caused it; or
  - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of accident, defined in part a. of the definition of **loss**, that caused it.
18. **Recreational vehicle** means a motorized land vehicle, which does not require motor vehicle registration or operator licensing and which is not intended for use on public highways. Recreational vehicles include, but are not limited to, snowmobiles, all-terrain vehicles, dirt bikes, and golf carts. A **recreational vehicle** does not include:
- A motor home or travel trailer which requires motor vehicle registration; or
  - An unlicensed motor vehicle not intended for recreational use such as a bulldozer, farm machinery, power crane, or similar equipment.
19. **Retained limit** means the greater of:
- The sum of the applicable limit of liability of **your primary insurance** as it is shown in this policy's Schedule and the actual amount collectible under any **other insurance** which applies; or
  - If this policy applies but **your** required **primary insurance** does not provide coverage for the **loss**, the amount shown on this policy's Declaration Page as the Self Insured Retention.
  - Solely as respects a **certified act of terrorism**, if you elect not to purchase such **primary insurance**, the applicable limit of liability of **your primary insurance** had you purchased such coverage.
20. **Spore** means any reproductive body produced by or arising out of any **fungus**.
21. **Suit** means any civil proceeding which alleges damages because of **loss**. In addition to civil litigation, **suit** includes:
- An arbitration proceeding alleging such damages and to which a **covered person** must submit or submits with our consent; or
  - Any other alternative dispute resolution proceeding alleging such damages and to which the **covered person** submits with our consent.
22. **Terrorism** means activities against persons, organizations or property of any nature:
- That involve the following or preparation for the following:
    - Use or threat of force or violence; or
    - Commission or threat of a dangerous act; or
    - Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - When one or both of the following applies:
    - The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - It appears that the intent of any action or activity described in a., i., ii., or iii. described above is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) any philosophy or ideology of others.
23. **Your product:**
- Means;
    - Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;
      - You**;
      - Others trading under **your** name; or
      - A person or organization whose business or assets **you** have acquired; and



- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes
  - (1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or furnished for the use of others but not sold.

24. **Your work**;

- a. Means;
  - (1) Work or operations performed by **you** or on **your** behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes
  - (1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
  - (2) The providing of or failure to provide warnings or instructions

25. **Watercraft** means a boat or craft for water transport.

### WHAT THIS POLICY COVERS

**Coverage A-** Bodily Injury, Personal Injury, Advertising Injury and Property Damage Liability.

1. This policy covers a **covered person's** legal obligation to pay damages for a covered **loss** over and above the **retained limit**. If a **covered person** is legally obligated to pay damages for a **loss** to which this policy applies, **we** will pay the **net loss** minus the **retained limit**.

2. The **Limit of Liability** as shown in this policy's Declarations for Coverage A is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made or **suits** brought or organizations making claims or bringing **suits**.

3. The **Policy Total Limit** shown in this policy's Declarations for Coverage A is the most **we** will pay for all **losses** during each policy period. This policy total limit applies separately to the policy period shown on the Declarations Page and to each subsequent consecutive annual period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the policy total limit.

**Coverage B-** Excess Uninsured Motorists Insurance,

1. The terms, conditions and exclusions of the Uninsured Motorists Insurance (including Underinsured Motorists) of the Automobile Liability Policy scheduled within this policy also applies to this coverage.

2. We will pay those sums which a **covered person** or their legal representative shall become legally entitled to recover as damages because of **bodily injury** which is covered by the Uninsured Motorists Insurance (including Underinsured Motorists) of the Automobile Liability policy scheduled within this policy, less the applicable limit of liability of such Underinsured Motorists Insurance.

3. The **Limit of Liability** as shown in this policy's Declarations for Coverage B is the most **we** will pay for any one **loss**, regardless of the number of **covered persons**, persons or organizations injured, claims made, **autos** covered under this policy, **autos** involved in an accident, coverages under this policy, exposures or premiums charged in our declarations or persons or organizations making claims or bringing **suits**.

4. The **Policy Total Limit** as shown in this policy's Declarations for Coverage B is the most **we** will pay for all **losses** during each policy period. The policy total limit applies separately to the policy period shown on the Declarations Page and to each subsequent consecutive annual period unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the policy total limit.

### POLICY TERRITORY

1. **Coverage A-** This insurance applies anywhere in the world.



2. **Coverage B-** Applies to **bodily injury** which is sustained during the policy period within the policy territory defined in the Uninsured Motorists Insurance of the Automobile Liability Policy scheduled within this policy.

## DEFENSE AND SETTLEMENT

### **Coverage A-**

1. If a claim is made or a **suit** is brought against a **covered person** for damages because of a **loss** to which this insurance applies:
  - a. At **our** discretion, **we** may investigate any **loss** and settle any claim or **suit**. **We** have a duty to provide a defense at **our** expense by counsel of **our** choice unless the **loss** is covered by **your primary insurance** or **other insurance**.
  - b. **We** have the right but not the duty to join, at **our** expense, with the **covered person** or any **primary insurer** in the investigation, defense, or settlement of any claim or **suit**, which we believe, may require a payment under this policy. When we have no duty to provide a defense, **we** will not contribute to costs and expenses incurred by the **covered person** or any **primary insurer**, or which any **primary insurer** is obligated to provide.
  - c. **Our** duty to defend any claim or **suit** arising out of a single **loss** ends when the applicable limit of liability is exhausted.
  - d. In any country where **we** are prevented from defending a **covered person** because of laws or other reasons, **we** will pay any expense incurred with **our** written consent for that defense.
2. When **we** have the duty to defend a claim or **suit** under this policy, **we** will:
  - a. Pay premiums on bonds to release attachments up to the limit of this policy. **We** will also pay premiums on appeal bonds and the cost of bail bonds but **we** will not apply for or furnish such bonds.
  - b. Pay interest, which accrues after the date of judgment and before **we** pay or tender, or deposit in court, that part of any judgment within this policy's limit of liability.
  - c. Pay all reasonable expenses incurred at **our** request. **We** will pay the **covered person** up to \$200 per day, but not to exceed \$10,000 in total for loss of earnings for attending hearings or trials at **our** request.
  - d. Pay all settlement and defense expenses in any claim **we** defend.
3. When **we** settle a claim, **we** will pay all settlement expenses **we** have agreed to pay.

### **Coverage B-**

1. **We** have no duty or obligation to assume the responsibility for the investigation, settlement or defense of any claim made or any suit brought by or on behalf of any **covered person**,
2. But **we** shall have the right and shall be given the opportunity to investigate and to be associated in the control of any claim or suit, which may, in **our** opinion, create liability on **our** part under the terms of this policy.

## WHAT IS EXCLUDED UNDER COVERAGE A

1. **WE DO NOT PROVIDE COVERAGE UNLESS COVERED BY YOUR PRIMARY INSURANCE LISTED IN THE SCHEDULE OF PRIMARY INSURANCE FOR:**
  - a. **Loss** arising out of **business** operations or **business property**, which are not described in the Schedule.
  - b. **Loss** arising out of:
    - i. **Autos** which are owned by or leased to or rented to or provided for the regular use of a **covered person** that are not described in the Schedule; or
    - ii. **Recreational vehicles** which are owned by or leased to or rented to or provided for the regular use of a **covered person** that are not described in the Schedule; or
    - iii. **Watercraft** of the following types if under 27 feet in overall length;
      - Without motors,
      - Rented inboard and inboard/outdrive of 50 horsepower or less,
      - Owned of 25 horsepower or less, and
      - Owned or rented sailboats; or



- iv. **Watercraft** other than those stated above which are owned by or leased to or rented to or provided for the regular use of a **covered person** that are not described in the Schedule; or
- v. Residential property (including occasional residences) which are not described in the Schedule.

This exclusion does not apply if they are newly acquired or leased or rented during the policy period and are covered by the **primary insurance** listed in the Schedule.

c. **Personal Injury or Advertising injury**

- d. Vicarious parental liability whether or not statutorily imposed, for the actions of a child or minor.
- e. **Loss** that results because **you** or any **covered person** is engaged in the **business** of manufacturing, distribution, selling or serving alcoholic beverages if liability is imposed by reason of:
  - i. Causing or contributing to the intoxication of any person; or
  - ii. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - iii. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- f. **Loss** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages, which would have been covered in the absence of the contract or agreement.
- g. **Loss** arising out of, resulting from, caused by or contributed to by any animal.
- h. **Loss** arising out of, resulting from, caused by or contributed to by **impaired property, your product or your work.**

2. **WE DO NOT PROVIDE COVERAGE EXCEPT UNDER EXPLICITLY STATED CONDITIONS FOR:**

- a. **Loss** or resulting damage either expected or intended by the **covered person**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- b. **Loss** arising out of any **covered person's** act, error or omission as a member of an organization's board of directors or as an officer of an organization. This exclusion does not apply if **you** are an individual and the organization:
  - i. Was formed as a not-for-profit organization;
  - ii. Does not involve the **business** of any **covered person**; and
  - iii. Such **covered person** serves without remuneration.
- c. **Loss** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants or any **loss**, cost or expense arising out of any:
  - i. Request, demand or order that any **covered person** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
  - ii. Claim or **suit** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion does not apply to **loss** arising out of heat, smoke, or fumes from a hostile fire if such **loss** is covered by **your primary insurance**. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- d. **Loss** arising out of the use, sale, manufacture, delivery, transfer or possession of a controlled substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. sections 811 and 812. Controlled substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

3. **WE NEVER PROVIDE COVERAGE OR DEFENSE FOR:**

- a. Liability that is payable or must be provided under:
  - i. Any workers' or unemployment compensation, disability benefits or similar law; or
  - ii. The Employees Retirement Income Security Act (ERISA) of 1974 as now written or as it may be amended in the future.



- b. Claims for **personal injury** or **bodily injury** to a **covered person**, except that this exclusion does not apply to **bodily injury** to an employee of a **covered person** who is injured in the course of his or her employment by such **covered person**.
- c. Any person or organization for their liability arising from membership in a **partnership** or **joint venture** or **limited liability company** or **trust** which is not named as an insured on the Declarations or Schedule Pages.
- d. **Property damage** to any:
  - i. Property owned by, rented to or occupied by any **covered person**; or
  - ii. Property which a **covered person** uses, has custody of, controls or manages; or
  - iii. Premises any **covered person** sells, gives away, or abandons, if the **property damage** arises out of any part of those premises.
- e. Ownership, chartering, renting or leasing, maintenance, use, operation (including loading or unloading), entrustment or supervision of any aircraft.
- f. Providing or failing to provide any professional service by or on behalf of any **covered person**.
- g. **Loss** which is covered by a nuclear energy liability policy issued by a group such as one of those listed below, or would have been covered by such a policy, if such policy had been acquired or if its limits had not been exhausted:
  - i. The American Nuclear Insurers; or
  - ii. The Mutual Atomic Energy Liability Underwriters; or
  - iii. The Nuclear Insurance Association of Canada
- h. **Losses** arising out of:
  - i. The toxic or pathological properties of lead, lead compounds or lead contained in any materials; or
  - ii. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead; or
  - iii. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with i or ii above; or
  - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i, ii or iii above.
- i. **Losses** arising out of:
  - i. The toxic or pathological properties of asbestos, asbestos compounds or asbestos contained in any materials; or
  - ii. Any cost or expense to abate, mitigate, remove or dispose of asbestos, asbestos compounds or materials containing asbestos; or
  - iii. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with i or ii above; or
  - iv. Any obligation to share damages with or repay someone else who must pay damages in connection with i, ii or iii above.
- j. **Loss** arising, directly or indirectly, out of:
  - i. War, including undeclared or civil war; or
  - ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
  - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
  - iv. **Terrorism**, including any action taken in hindering or defending against an actual or expected incident of **terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to **terrorism**, this exclusion only applies if one or more of the following are attributable to an incident of **terrorism**:

- i. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- ii. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:



- (a) Physical injury that involves a substantial risk of death; or
- (b) Protracted and obvious physical disfigurement; or
- (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- iii. The **terrorism** involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- iv. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- v. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

Paragraphs immediately preceding, describe the thresholds used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of **terrorism**, there is no coverage under this policy.

In the event of any incident of **terrorism** that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

Multiple incidents of **terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

This does not apply to a **certified act of terrorism** or to an act which meets the criteria set forth in Paragraph b. of the definition of **certified act of terrorism**, when such act resulted in aggregate losses of \$5 million or less.

With respect to any one of more **certified acts of terrorism**, we will not pay any amount for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for losses.

Such coverage as is afforded by this policy for a **certified act of terrorism** will terminate when the Federal Risk Insurance Program, established by the Terrorism Risk Insurance Act, has terminated with respect to umbrella liability or a renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you.

- k. **Loss** arising out of discrimination including, but not limited to sexual preference, pregnancy, marital status, color, race, sex, age, disability, religion or national origin.
- l. **Loss** arising out of employment related practices, policies, acts or omissions, such as coercion, demotion, termination, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination.
- m. Transmission or alleged transmission by any **covered person** of a communicable sickness or disease.
- n. Actual or threatened abuse or molestation including, but not limited to mental, physical or sexual abuse or molestation of any person while in the care, custody or control of any **covered person**.
- o. Ownership or operation of a farm.
- p. Any **covered person's** share of any loss assessments charged against all members of an association, corporation, or community of property owners.
- q. **Loss** arising out of any contracting or property development operations of vacant land by or on behalf of any **covered person**.
- r. Fines, penalties, punitive or exemplary damages of any kind.
- s. **Loss** arising out of any:
  - i. First party automobile personal injury protection or no-fault automobile coverage or any similar coverage.
  - ii. Medical payments as provided under any **primary insurance**.
  - iii. Uninsured or underinsured motorists coverage or any similar coverage.



- t. **Loss** sustained by an **employee**, prospective **employee**, former **employee** (or the beneficiaries or legal representatives of any of them) of any **covered person** caused by or arising out of improperly administering or failing to administer any employee benefit program.
- u. **Loss** arising out of, resulting from, caused or contributed to, directly or indirectly by:
  - i. Any **fungus** or **spore**;
  - ii. Any substance, vapor or gas produced by or arising out of any **fungus** or **spore**. This includes, but is not limited to, any metabolite such as a mycotoxin or a volatile organic compound; or
  - iii. Any:
    - 1. Material, product, building or structure, including components thereof; or
    - 2. Concentration of water, moisture, humidity or other liquids on or within such items in iii. (1) above that contains, harbors, nurtures or acts as a medium for growth of any **fungus** or **spore**. This only applies to the extent that any of the items in iii.(1) or iii.(2) above result in, cause or contribute concurrently or in any sequence to such injury or damage described in i. or ii above;

Costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any of the items described in above;

Other cause or event to the extent that it contributed concurrently or in any sequence to such injury, damage or costs described in items above;

Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items above; and

Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion does not apply to **bodily injury** as the result of the ingestion of goods intended for human consumption.
- v. Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us** if:
  - i. Such **bodily injury** or **property damage** first occurred prior to the inception date of this policy; or
  - ii. Such **bodily injury** or **property damage** is, or is alleged to be, in the process of occurring as of the inception date of this policy.
- w. Any **loss** or claim for damages arising out of or related to **bodily injury** or **property damage**, whether known or unknown by any **covered person**, any claimant or **us**, which is in the process of settlement, adjustment or a civil proceeding in which damages because of **bodily injury** or **property damage** to which this policy applies are alleged.

## **WHAT IS EXCLUDED UNDER COVERAGE B**

### **WE NEVER PROVIDE COVERAGE FOR:**

1. **Loss** occurring at any time during which **you** do not maintain uninsured motorists **primary insurance**.
2. **Loss**, which is not covered or collectible for any reason under **your** uninsured motorists **primary insurance**.
3. Fines, penalties, punitive damages or exemplary damages of any kind.
4. **Loss** arising out of any:
  - a. First party automobile personal injury protection or no-fault automobile coverage or any similar coverage.
  - b. Medical payments as described in your **primary insurance**.

## **YOUR RESPONSIBILITIES**

1. **Primary insurance** requirements:
  - a. **You** agree that all **primary insurance** described in this Policy or Schedule, is in force for all covered persons:
    - i. Personal residence or rental property owned, rented or leased by **you** or any **covered person**.
    - ii. **Business** operations or **business property** owned, rented or leased by **you** or any **covered person**; and
    - iii. **Auto, watercraft** or **recreational vehicle** owned, leased, rented or provided for the regular use of any **covered person**.
  - b. **You** agree that all **your primary insurance** will be maintained with the coverages and at the limits declared and described in the Schedule for all **covered persons**. If **your primary insurance** does not provide the limits indicated, the **covered person** will be responsible for the amount of the **net loss** up to the indicated limits of the **primary insurance** as described in the Schedule.



- c. If the insurer of such required **primary insurance** becomes bankrupt or insolvent, or is placed in receivership, the **covered person** will also be responsible for the amount of **net loss** up to the **retained limit**.
2. After a **loss**:
- a. If a **loss** seems likely to involve this policy, **you** and any involved **covered person** must:
    - i. Notify **your** broker, **your** agent or **us** as soon as possible. **We** may subsequently require a detailed written notice of **loss**. **We** should be given a full description of the **loss**, including the names and addresses of any persons injured and any witnesses.
    - ii. Promptly send **us** copies of any notices, legal papers or other documents received or sent in connection with the **loss**.
    - iii. Cooperate with **us** in the investigation, settlement and defense of any claim or **suit**. **We** do not have to provide coverage if **you** or any **covered person** involved refuses to assist **us**.
    - iv. Obtain **our** written consent before making any payments, assuming any obligations or incurring any expenses with respect to a **loss** covered by this policy. Any **covered person** who makes any payment, assumes any obligation or incurs any expense with respect to a **loss** covered by this policy without **our** prior written consent undertakes such actions voluntarily and at such **covered person's** own cost.
  - b. If the insurer of any **primary insurance** denies coverage for any reason, the **covered person** must immediately notify **us** in writing and tell **us** the reason for such denial as stated by the primary insurer. Before making a claim under this policy, if **we** request it, the **covered person** must start legal proceedings at **our** expense against the primary insurer to determine, by final judgment, the legality of its position.
  - c. If the **covered person** breaches a **primary insurance** policy condition, and if such breach is not a breach of a condition of this policy, the insurance afforded by this policy shall apply as if the **primary insurance** had not been breached.

## GENERAL CONDITONS

1. Changing Your Policy: Any change to this policy must be made by endorsement issued by **us**. **We** will adjust the premium if necessary. If **we** broaden the coverage in **our** umbrella liability program without increasing the premium, **we** will also apply the broadened coverage to **your** policy. The broadened coverage will apply only to **loss** that occurs after the date the coverage is added.
2. Premium: The premium for this policy is a flat charge determined in advance and is based on the exposures declared in the application. Changes which occur after the inception of the policy in driving records or the number of drivers, **autos**, **recreational vehicles**, **watercraft** or residential premises covered by the policy will not affect the premium.
3. Cancelling Your Policy:
  - a. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. **We** may cancel this policy by mailing written notice to **you** by certified mail or United States post office certificate of mailing at **your** mailing address shown in the Declarations or at **your** last address known to **us**. Proof of mailing will be sufficient proof of notice.
    1. When **you** have not paid the premium **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.
    2. When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason other than nonpayment of premium by letting **you** know at least 30 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.
    3. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
      - (a) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the policy;
      - (b) If the risk has changed substantially since the policy was issued;;
      - (c) When motor vehicle insurance is provided, if **your** driver's license or that of:
        - (1) Any driver who lives with **you**; or
        - (2) Any driver who customarily uses any **auto we** insure; has been suspended or revoked.  
This must have occurred:
          - i. During the policy period if this is not a renewal; or
          - ii. If this is a renewal, during the policy period or the 180 days immediately preceding this policy's effective date.
      - (d) For fraud or material representation affecting this policy or in the presentation of a claim; or
      - (e) Substantial breach of contractual duties, conditions or warranties.  
This can be done by letting **you** know at least 30 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.



- b. **You** can cancel this policy at any time by returning it to **us** or **your** agent or broker, telling **us**, in writing, at what future time **you** want coverage to end.
- c. If **we** cancel this policy, **we** will compute unearned premium due **you** as soon as possible following cancellation of **your** policy. If **you** cancel this policy, **we** will compute unearned premium at 90% of pro-rata and return any premium due **you** as soon as possible following cancellation of **your** policy. If the result of computing unearned premium shows that **you** owe **us** unpaid premium, **you** agree to pay **us** as soon as **you** receive **our** bill for premium due.
4. **Non-Renewal of Your Policy:**  
**We** may elect not to renew this policy. If **we** do not renew, **we** will deliver or mail to **you** by certified mail post office certificate of mailing at **your** mailing address shown in the Declarations or at the last mailing address known to us, written notice of non-renewal at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. **We** will provide the reason for nonrenewal within **our** notice to **you**.
5. **Transferring Your Policy:** **You** agree not to transfer or assign any of **your** rights under this policy without **our** written approval.
6. **Bankruptcy, Insolvency or Death:** This policy's coverage is not affected by **your** bankruptcy or insolvency. If **you** die or are declared bankrupt or insolvent, **your** estate and **your** legal representatives will be covered until the end of the policy period.
7. **Legal Action Against Us:** No **covered person** may bring legal action against **us** concerning this policy unless such **covered person** has fully complied with all of its terms and conditions. No legal action may be brought against **us** until judgment against such **covered person** has been finally determined after trial or by agreement between the claimant or the claimant's legal representative and **us**. This policy does not give anyone the right to make **us** a party to any action to determine the liability of a **covered person**.
8. **Our Right to Recover from Others:** After **we** have made payment under this policy, **we** have the right to recover the payment from anyone, other than **you** who may be held responsible for the **loss**. A **covered person** will be required to sign any papers and do whatever else is necessary to transfer this right to **us**. Neither **you** nor anyone else **we** insure in this policy has the right to do anything after a **loss** to prejudice **our** right.
9. **Sole Agent:** The named insured first shown of the Declarations Page is authorized to act on behalf of all **covered persons** with respect to giving notice of cancellation or non-renewal, receiving refunds and agreeing to any changes in this policy.
10. **Other Insurance:** If **other insurance** applies to a **loss** covered by this policy, the insurance under this policy is excess and **we** will not make any payments until such **other insurance** is used up. This condition does not apply if the **other insurance** is specifically written to be excess over this policy.
11. **Representations:** By accepting this policy, **you** agree that the statements made in the application for the policy and on the Declarations and Schedule pages are accurate and complete and those statements are based upon representations **you** made to **us** through **your** agent or brokers, and **we** have issued this policy in reliance upon **your** representations.

In Witness Whereof, **we** have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.



Bradley D. Wiley, Secretary



Stanley A. Galanski, President



**The Navigators Group, Inc.**

**Privacy Notice**

We at The Navigators Group, which includes Navigators Insurance Company, and our affiliated companies and subsidiaries, are required to protect our customer's nonpublic personal financial information.

We collect your nonpublic personal financial information from the following sources:

- Information obtained from you, including information from your application, such as name, address, telephone number, social security number, drivers license number, assets and income.
- Information about transactions and experiences, such as your premium payment and claims history.
- Information from a consumer-reporting agency, such as your credit history.

**WE DO NOT DISCLOSE THE NONPUBLIC PERSONAL FINANCIAL INFORMATION OF OUR CUSTOMERS OR FORMER CUSTOMERS, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED.**

We maintain electronic, physical and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees and agents who need to know that information to perform their job responsibilities.



**THIS ENDORSEMENT CHANGES THE POLICY- PLEASE READ IT CAREFULLY**

**ARKANSAS-CHANGES**

**This endorsement modifies insurance provided under the following:**

**PERSONAL-BUSINESS OWNER'S UMBRELLA LIABILITY POLICY**

I. Paragraphs 3. Cancelling Your Policy and 4. Non-Renewal of Your Policy of GENERAL CONDITIONS are deleted and replaced by the following:

3. Cancelling Your Policy:

a. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. **We** may cancel this policy by mail or by delivering written notice to **you** at **your** mailing address shown in the Declarations or at **your** last address known to **us**. Proof of mailing will be sufficient proof of notice.

(1) When **you** have not paid the premium **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.

(2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting you know at least 20 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:

(a) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(b) When motor vehicle insurance is provided, if **your** driver's license or that of:

(1) Any driver who lives with **you**; or

(2) Any driver who customarily uses any **auto we** insure;

has been suspended or revoked. This must have occurred:

(1) During the policy period if this is not a renewal; or

(2) If this is a renewal, during the policy period or the 180 days immediately preceding this policy's effective date.

However, **we** may not cancel under Paragraph B.(3)(c) solely because of the administrative suspension or revocation of the **covered person's** driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

(c) Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy; ; or

(d) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or

(e) A material violation of a material provision of the policy.

This can be done by letting **you** know at least 20 days before the date cancellation takes effect. **We** will provide the reason for cancellation within **our** notice to **you**.

- b. **You** can cancel this policy at any time by returning it to **us** or **your** agent or broker, telling **us**, in writing, at what future time **you** want coverage to end.
  - c. If **we** cancel this policy, **we** will compute unearned premium due **you** as soon as possible following cancellation of **your** policy. If **you** cancel this policy, **we** will compute unearned premium at 90% of pro-rata and return any premium due **you** as soon as possible following cancellation of **your** policy. If the result of computing unearned premium shows that **you** owe **us** unpaid premium, **you** agree to pay **us** as soon as **you** receive **our** bill for premium due.
4. Non-Renewal of **Your** Policy:  
**We** may elect not to renew this policy. If **we** do not renew, **we** will deliver to **you**, or mail to **you** at **your** mailing address shown in the Declarations or at the last mailing address known to **us**, written notice of non-renewal at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. **We** will provide the reason for non-renewal within **our** notice to **you**.

**ARKANSAS POLICYHOLDER NOTICE**

IMPORTANT NOTICE

In the event You need to contact the Arkansas Insurance Division, the address and telephone number are as follows:

Arkansas Insurance Department  
Consumer Services Division  
1200 West 3<sup>rd</sup> Street  
Little Rock AR 72201-1904

1-800-852-5494 or 501-371-2640

**Statutory Regulatory Warning:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison

*SERFF Tracking Number:* NAVG-125250953      *State:* Arkansas  
*Filing Company:* Navigators Insurance Company      *State Tracking Number:* AR-PC-07-026337  
*Company Tracking Number:* UM-F-907-AR  
*TOI:* 17.2 Other Liability - Occurrence Only      *Sub-TOI:* 17.2021 Personal Umbrella & Excess  
*Product Name:* Personal - Business Owner's Umbrella Liability  
*Project Name/Number:* Commercial/Personal Umbrella Liability Form Revision/UM-F-907-AR

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125250953 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026337  
Company Tracking Number: UM-F-907-AR  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2021 Personal Umbrella & Excess  
Product Name: Personal - Business Owner's Umbrella Liability  
Project Name/Number: Commercial/Personal Umbrella Liability Form Revision/UM-F-907-AR

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document-  
Property & Casualty **Approved** 10/10/2007  
**Bypass Reason:** N/A - Information included in the General Tab  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Explanatory Memorandum **Approved** 10/10/2007  
**Comments:**  
**Attachment:**  
Explanatory Memorandum - AR.pdf

**NAVIGATORS INSURANCE COMPANY  
PERSONAL/COMMERCIAL UMBRELLA LIABILITY PROGRAM  
EXPLANATORY MEMORANDUM  
ARKANSAS**

Navigators Insurance Company currently has a Personal Other Liability - Umbrella Program filed and approved in Arkansas effective April 22, 2004 under company filing numbers PU-F-AR-04-04 and PU-R-AR-04-04.

At this time we would like to revise the forms portion of the program by filing the attached new policy, PUP-101 (02/07) and Arkansas Change endorsement, ENA-147 (02/07). Please note that this policy is similar to the policy currently approved, PUP-101 (8/02). Some of the differences between the forms are as follows:

- The Terrorism wording, which was previously included in the Arkansas Changes endorsement, ENA-147 (04/2004), is now within policy sections 7. on page 2 and section 19. c. on page 3.
- As previously silent we now define and provide following form coverage for:
  - Impaired Property within section 9. on page 2 and section h.on page 6. of the policy.
  - Your Product within section 23 on page 4 and section h.on page 6. of the policy.
  - Your Work within section 24 on page 4 and section h.on page 6 of the policy.
- To reinforce our intent the words following in *italic* were added to section 1.a. on page 10 of the policy: "a. **You** agree that all **primary insurance** described in this Policy or Schedule, is in force for ~~any~~ *all covered persons*:"

No changes have been made to the rates/rules which are currently on file with your Department.

Please note, once the new policy and amendatory endorsement are approved and implemented in our system, we will withdraw the currently approved policy, PUP-101 (8/02), and Arkansas Changes endorsement, ENA-147 (04/2004).