

SERFF Tracking Number: NAVG-125387993 State: Arkansas
Filing Company: Navigators Insurance Company State Tracking Number: #22436 \$50
Company Tracking Number: EPL-F-1107-AR
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Employment Practices Liability Form Filing/EPL-F-1107-AR

Filing at a Glance

Company: Navigators Insurance Company

Product Name: Employment Practices Liability SERFF Tr Num: NAVG-125387993 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: #22436 \$50
Sub-TOI: 17.1010 Employment Practices Co Tr Num: EPL-F-1107-AR State Status: Fees verified and received
Liability Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Filing Type: Form Author: Valerie Brink Disposition Date: 12/27/2007
Date Submitted: 12/14/2007 Disposition Status: Approved
Effective Date Requested (New): 01/14/2008 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Employment Practices Liability Form Filing
Project Number: EPL-F-1107-AR
Reference Organization:
Reference Title:
Filing Status Changed: 12/27/2007
State Status Changed: 12/27/2007
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile: Not Filed
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:
Deemer Date:

We are submitting the attached new forms for your review and approval. Upon approval, these forms will be used with our Employment Practices Liability Program which was approved by your Department on 5/25/2006 via Our File Number EPL-F-AR-506. The endorsements amend our approved Employment Practices Liability Insurance Policy, NAV-EPL-001 (4/06) and there is no additional premium charge for these endorsements. We reserve the right to change fonts and layouts.

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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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
22436	\$50.00	11/13/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/27/2007	12/27/2007

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Disposition

Disposition Date: 12/27/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125387993 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes
Form	Wage and Hour Endorsement	Approved	Yes
Form	Amend Section IV. Exclusions., A. (for wording)	Approved	Yes
Form	Difference in Conditions Endorsement	Approved	Yes
Form	Changes in Conditions Endorsement	Approved	Yes
Form	Third Party Endorsement	Approved	Yes
Form	Changes in Conditions Endorsement (Law Firms)	Approved	Yes
Form	Amend Definition of Insured (past, present, future wording)	Approved	Yes
Form	Delete Settlement Claus	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Specific Litigation Exclusion	NAV-EPL-030	(6/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-030 Specific Litigation X.pdf
Approved	Wage and Hour Endorsement	NAV-EPL-031	(8/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-031 Wage and Hour Endorsement.pdf
Approved	Amend Section IV. Exclusions., A. (for wording)	NAV-EPL-032	(8/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-032 BI-PD Endorsement_for wording_.pdf
Approved	Difference in Conditions Endorsement	NAV-EPL-033	(8/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-033 Difference in Conditions Endorsement.pdf
Approved	Changes in Conditions Endorsement	NAV-EPL-034	(8/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-034 Changes in Conditions Endorsement.pdf
Approved	Third Party Endorsement	NAV-EPL-035	(8/07)	Endorsement/Amendment/Conditions	New	0.00	NAV-EPL-035 Third Party Endorsement.pdf
Approved	Changes in Conditions	NAV-EPL-036	(8/07)	Endorsement/Amendment	New	0.00	NAV-EPL-036

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	Endorsement (Law Firms)		ent/Condi ons		Changes in Conditions Endorsemen t_law firm_.pdf
Approved	Amend Definition of Insured (past, present, future wording)	NAV-EPL- (10/07) 037	Endorsement/Amendment/Conditions	0.00	NAV-EPL-037 Amend Definition of Insured _past, present, fu....pdf
Approved	Delete Settlement Clause	NAV-EPL- (10/07) 038	Endorsement/Amendment/Conditions	0.00	NAV-EPL-038 Delete Settlement Clause.pdf

SPECIFIC LITIGATION EXCLUSION

Policy Number:
Endorsement No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that the Insurer shall not be liable to make any payment for **Damages** in connection with any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from, or in consequence of, or in any way involving the following proceeding(s):

or the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such proceeding(s).

Authorized Representative

Date

All other terms and conditions of this Policy remain unchanged.

Policy Number:
Endorsement No.

Wage and Hour Endorsement

It is hereby understood and agreed that Section IV. EXCLUSIONS, is amended as follows:

H. is deleted in its entirety and replaced with:

- H. Based upon, arising from or attributable to directly or indirectly, in connection with , related to, or in any way involving any Claims alleging violations of any federal, state or local wage and hour law.

This policy however will provide a \$100,000 aggregate sub-limit only for Defense Costs incurred with respect to any Claims alleging violations of any federal, state or local wage and hour law. This sub-limit is part of and not in addition to the aggregate limit of liability stated on the declarations page of this policy.

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Endorsement No.

**Amend Section IV. Exclusions., A.
(for wording)**

It is hereby understood and agreed that Section IV. EXCLUSIONS, is amended as follows:

- A. The phrase “arising from, or in any way involving, actual or alleged” is deleted and replace with “for”.

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Endorsement No.

Difference in Conditions Endorsement

It is hereby understood and agreed that Section VIII. GENERAL CONDITIONS, is amended by the addition of the following:

O. DIFFERENCE IN CONDITIONS

This policy is a renewal of NY_____. For purposes of determining coverage, if any provision in policy _____ is broader than this policy, the coverage provision of policy _____ shall govern coverage.

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Endorsement No.

Changes in Conditions Endorsement

It is hereby understood and agreed that:

- 1) Section II. B. DEFINITIONS, “CLAIM” is deleted in its entirety and replaced with the following:
 - B. “CLAIM” shall mean a written demand for monetary damages or non-monetary relief (including any request to waive or toll any statute of limitation, the service of suit or the institution of arbitration proceedings) received by an INSURED from any current or former EMPLOYEE or applicant for employment if, in such demand, there is an allegation that a WRONGFUL EMPLOYMENT ACT has been committed. CLAIM includes a civil, criminal or other legal proceeding, or an arbitration or administrative proceeding, including but not limited to a proceeding before the Equal Employment Opportunity Commission (EEOC), the Office of Federal Contract Compliance Programs (OFCCP) or a similar federal, state or other governmental agency, commenced by the receipt of a notice of charges, formal investigative order or similar document in which there is an allegation that a WRONGFUL EMPLOYMENT ACT has been committed. CLAIM shall not include any labor or grievance arbitration or proceeding that is subject to a collective bargaining agreement.

- 2) Section II. DEFINITIONS E. “EMPLOYEE” is deleted in its entirety and replaced with the following:
 - E. “EMPLOYEE” shall mean any person who receives wages or a salary, and/or commissions from the COMPANY for work that is directed and controlled by the COMPANY. EMPLOYEE includes any part-time, seasonal or temporary worker whose labor or service is directed and controlled by the COMPANY, and any volunteer, intern, individual independent contractor or leased employee working solely for the COMPANY and solely in his or her capacity as such within the scope of his or her duties for the COMPANY.

- 3) The coverage available under this Policy to any individual INSURED will also be available to any spouse or domestic partner of such INSURED to the extent such spouse or domestic partner is a party to a CLAIM solely in his or her capacity as such INSURED’s spouse or domestic partner, and only for the purposes of any CLAIM seeking damages for such INSURED’s WRONGFUL EMPLOYMENT ACT recoverable from community property, from property jointly held by such

INSURED and his or her spouse or domestic partner, or from property transferred by such INSURED to his or her spouse or domestic partner.

- 4) Section II. J. LOSS, is deleted and replaced with the following:

"LOSS" shall mean any amount which the INSUREDS are legally obligated to pay for any CLAIM or CLAIMS made against the INSUREDS for WRONGFUL EMPLOYMENT ACTS and shall include judgments, pre-judgment and post-judgment interest, settlements, DEFENSE COSTS, back pay, front pay, damages for mental anguish or emotional distress, compensatory damages, punitive damages if insurable under the law pursuant to which this Policy is construed, liquidated damages under the Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA) and the Family and Medical Leave Act (FMLA), all as amended and the multiple portion of any multiplied damage award. LOSS shall not include:

- (1) civil or criminal fines, penalties, taxes imposed by law, or non-monetary relief;
- (2) unpaid salary, wages, bonus, overtime pay, severance pay, or damages determined to be owed under an express contract of employment or an express obligation to make such payments in the event of the termination of employment, including but not limited to payments for stock option or stock appreciation rights;
- (3) the payment of any insurance plan benefits, retirement benefits, vacation and fringe benefits;
- (4) damages, costs or expenses incurred by an INSURED in making physical changes, modifications, alterations, or improvements as part of an accommodation of any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state, or local law; or
- (5) other matters which may be deemed uninsurable pursuant to the law under which this Policy shall be interpreted.

With respect to insurability, INSURER will not contest for any reason, unless appropriate to do so as a matter of law, regulation or public policy, that such damages are insurable, and the insurability of such damages shall be governed by the laws of any applicable jurisdiction which permits coverage of such damages.

- 5) Section IV. EXCLUSIONS, is amended as follows:

D. is deleted in its entirety.

- 6) Section VIII. GENERAL CONDITIONS is amended as follows:
- a. Section VIII. GENERAL CONDITIONS A.(2) is deleted in its entirety and replaced with the following:
 - (2) This Policy may not be canceled by the INSURER except for non-payment of premium.
 - b. Section VIII. GENERAL CONDITIONS B.(2) is deleted in its entirety.
 - c. The second paragraph of Section VIII. GENERAL CONDITIONS (D) is deleted in its entirety and replaced with the following:

The COMPANY shall give written notice of such acquisition, creation, merger or consolidation to the INSURER as soon as practicable, complete an application and provide such information as the INSURER may require within ninety (90) days after the effective date of such acquisition, creation, merger or consolidation, and pay any additional premium required by the INSURER.

If the COMPANY acquires or creates a SUBSIDIARY during the POLICY PERIOD whose total employee count is less than twenty percent (20%) of the total employee count of the COMPANY and its SUBSIDIARIES as of the commencement of the POLICY PERIOD, up to a maximum of 500 employees, such entity and its directors, officers and EMPLOYEES will automatically become INSUREDS under this coverage section, but only with respect to WRONGFUL EMPLOYMENT ACTS committed, attempted or allegedly committed or attempted after the effective date of such acquisition or creation.

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Endorsement No.

Third Party Endorsement

It is understood and agreed that Section II. DEFINITIONS O. "WRONGFUL EMPLOYMENT ACT" is amended by the addition of the following:

- (5) Actual or alleged THIRD PARTY WRONGFUL ACT.

It is further understood and agreed that Section II. DEFINITIONS is amended by the addition of the following:

- (Q) THIRD PARTY WRONGFUL ACT shall mean any discrimination, sexual harassment, humiliation or offensive, hostile or non-sexual harassment of a client or customer of the COMPANY by any INSURED.

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Endorsement No.

Changes in Conditions Endorsement (Law firms)

It is hereby understood and agreed that:

- 1) Section II. B. DEFINITIONS, “CLAIM” is deleted in its entirety and replaced with the following:
 - B. “CLAIM” shall mean a written demand for monetary damages or non-monetary relief (including any request to waive or toll any statute of limitation, the service of suit or the institution of arbitration proceedings) received by an INSURED from any current or former EMPLOYEE or applicant for employment if, in such demand, there is an allegation that a WRONGFUL EMPLOYMENT ACT has been committed. CLAIM includes a civil, criminal or other legal proceeding, or an arbitration or administrative proceeding, including but not limited to a proceeding before the Equal Employment Opportunity Commission (EEOC), the Office of Federal Contract Compliance Programs (OFCCP) or a similar federal, state or other governmental agency, commenced by the receipt of a notice of charges, formal investigative order or similar document in which there is an allegation that a WRONGFUL EMPLOYMENT ACT has been committed. CLAIM shall not include any labor or grievance arbitration or proceeding that is subject to a collective bargaining agreement.

- 2) Section II. DEFINITIONS E. “EMPLOYEE” is deleted in its entirety and replaced with the following:
 - E. “EMPLOYEE” shall mean any person who receives wages, a salary, or distributions of profits or other compensation from the COMPANY for work that is directed and controlled by the COMPANY. EMPLOYEE includes any part-time, seasonal or temporary worker whose labor or service is directed and controlled by the COMPANY, and any volunteer, intern, individual independent contractor or leased employee working solely for the COMPANY and solely in his or her capacity as such within the scope of his or her duties for the COMPANY. EMPLOYEE also includes any manager, member, partner, principal, supervisor or shareholder of the COMPANY.

3) The coverage available under this Policy to any individual INSURED will also be available to any spouse or domestic partner of such INSURED to the extent such spouse or domestic partner is a party to a CLAIM solely in his or her capacity as such INSURED's spouse or domestic partner, and only for the purposes of any CLAIM seeking damages for such INSURED's WRONGFUL EMPLOYMENT ACT recoverable from community property, from property jointly held by such INSURED and his or her spouse or domestic partner, or from property transferred by such INSURED to his or her spouse or domestic partner.

4) Section II. J. LOSS, is deleted and replaced with the following:

"LOSS" shall mean any amount which the INSUREDS are legally obligated to pay for any CLAIM or CLAIMS made against the INSUREDS for WRONGFUL EMPLOYMENT ACTS and shall include judgments, pre-judgment and post-judgment interest, settlements, DEFENSE COSTS, back pay, front pay, damages for mental anguish or emotional distress, compensatory damages, punitive damages if insurable under the law pursuant to which this Policy is construed, liquidated damages under the Age Discrimination in Employment Act (ADEA), Equal Pay Act (EPA) and the Family and Medical Leave Act (FMLA), all as amended and the multiple portion of any multiplied damage award. LOSS shall not include:

- (1) civil or criminal fines, penalties, taxes imposed by law, or non-monetary relief;
- (2) unpaid salary, wages, bonus, overtime pay, severance pay, or damages determined to be owed under an express contract of employment or an express obligation to make such payments in the event of the termination of employment, including but not limited to payments for stock option or stock appreciation rights;
- (3) the payment of any insurance plan benefits, retirement benefits, vacation and fringe benefits;
- (4) damages, costs or expenses incurred by an INSURED in making physical changes, modifications, alterations, or improvements as part of an accommodation of any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state, or local law; or
- (5) other matters which may be deemed uninsurable pursuant to the law under which this Policy shall be interpreted.

With respect to insurability, INSURER will not contest for any reason, unless appropriate to do so as a matter of law, regulation or public policy, that such damages are insurable, and the insurability of such damages shall be governed by the laws of any applicable jurisdiction which permits coverage of such damages.

5) Section IV. EXCLUSIONS is amended as follows:

The following EXCLUSIONS are added:

- J. Brought by or on behalf of, or in the name or right of or for the benefit of, any individual INSURED arising out of a partnership agreement, allocation of shares or ownership interests in the COMPANY, distribution of profits or capital or any similar financial agreement among two or more of the INSUREDS.
- K. For any actual or alleged WRONGFUL TERMINATION or demotion of, or failure or refusal to promote, any individual INSURED which is an actual or alleged breach of an express written employment agreement.

6) Section VIII. GENERAL CONDITIONS is amended as follows:

- a. Section VIII. GENERAL CONDITIONS A.(2) is deleted in its entirety and replaced with the following:

(2) This Policy may not be canceled by the INSURER except for non-payment of premium.

- b. Section VIII. GENERAL CONDITIONS B.(2) is deleted in its entirety.

- c. The second paragraph of Section VIII. GENERAL CONDITIONS (D) is deleted in its entirety and replaced with the following:

The COMPANY shall give written notice of such acquisition, creation, merger or consolidation to the INSURER as soon as practicable, complete an application and provide such information as the INSURER may require within ninety (90) days after the effective date of such acquisition, creation, merger or consolidation, and pay any additional premium required by the INSURER.

If the COMPANY acquires or creates a SUBSIDIARY during the POLICY PERIOD whose total employee count is less than twenty percent (20%) of the total employee count of the COMPANY and its SUBSIDIARIES as of the commencement of the POLICY PERIOD, up to a maximum of 500 employees, such entity and its directors, officers and EMPLOYEES will automatically become INSUREDS under this coverage section, but only with respect to WRONGFUL EMPLOYMENT ACTS committed, attempted or allegedly committed or attempted after the effective date of such acquisition or creation.

All other terms and conditions of this Policy remain unchanged.

Policy Number:
Endorsement No.

**AMEND DEFINITION OF INSURED
(past, present, future wording)**

It is hereby understood and agreed that Policy Section II., DEFINITIONS, H. is deleted entirely and replaced with the following:

“INSURED” shall mean the COMPANY and all of its past, present, and future Directors, Officers, and EMPLOYEES and their foreign equivalent titles.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Policy Number:
Endorsement No.

DELETE SETTLEMENT CLAUS

It is hereby understood and agreed that Policy Section VII., NOTICE OF CLAIM, D. is deleted entirely and replaced with the following:

The INSURER shall have the right but not the obligation to make (1) any investigation it deems expedient and with the consent of the INSURED against whom the CLAIM has been made or the COMPANY on behalf of the INSURED, and (2) make settlement within the available Limit of Liability (whether above or below the applicable Retention).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/27/2007

Comments:

Attachment:

P&C Transmittal - AR Forms.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	EPL-F-1107-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are submitting the attached new forms for your review and approval. Upon approval, these forms will be used with our Employment Practices Liability Program which was approved by your Department on 5/25/2006 via Our File Number EPL-F-AR-506. The endorsements amend our approved Employment Practices Liability Insurance Policy, NAV-EPL-001 (4/06) and there is no additional premium charge for these endorsements. We reserve the right to change fonts and layouts.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 22436
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	EPL-F-1107-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	EPL-R-1107-AR			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Specific Litigation Exclusion	NAV-EPL-030 (6/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Wage and Hour Endorsement	NAV-EPL-031 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Section IV. Exclusions., A. (for wording)	NAV-EPL-032 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Difference in Conditions Endorsement	NAV-EPL-033 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Changes in Conditions Endorsement	NAV-EPL-034 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Third Party Endorsement	NAV-EPL-035 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Changes in Conditions Endorsement (Law Firms)	NAV-EPL-036 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Definition of Insured (past, present, future wording)	NAV-EPL-037 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Delete Settlement Claus	NAV-EPL-038 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		