

SERFF Tracking Number: NAVG-125507451 State: Arkansas
Filing Company: Navigators Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: EPL-F-0208-AR
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: Form Filing/EPL-F-0208-AR

Filing at a Glance

Company: Navigators Insurance Company

Product Name: Employment Practices Liability SERFF Tr Num: NAVG-125507451 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.1010 Employment Practices Liability Co Tr Num: EPL-F-0208-AR State Status: Fees verified and received
Liability Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Filing Type: Form Author: Sean Hayes Disposition Date: 03/13/2008
Date Submitted: 02/27/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Form Filing Status of Filing in Domicile: Not Filed
Project Number: EPL-F-0208-AR Domicile Status Comments: Not Filed
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/13/2008 Deemer Date:
State Status Changed: 03/13/2008
Corresponding Filing Tracking Number:
Filing Description:
Revising EPLI Program to include two additional endorsements, Form Numbers NAV-EPL-043 and NAV -EPL-044.

Company and Contact

Filing Contact Information

Valerie Brink, Compliance Analyst vbrink@navg.com
1375 E. WOODFIELD RD (847) 285-9044 [Phone]

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SCHAUMBURG, IL 60173

(847) 230-1934[FAX]

Filing Company Information

Navigators Insurance Company
1375 E. Woodfield Rd.
Schaumburg, IL 60173

CoCode: 42307
Group Code: 510
Group Name: Navigators Group,
Inc.

State of Domicile: New York
Company Type: P&C
State ID Number:

(847) 285-9006 ext. [Phone]

FEIN Number: 13-3138390

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Navigators Insurance Company	\$50.00	02/27/2008	18185774

<i>SERFF Tracking Number:</i>	<i>NAV-125507451</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>EPL-F-0208-AR</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Employment Practices Liability</i>		
<i>Project Name/Number:</i>	<i>Form Filing/EPL-F-0208-AR</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/13/2008	03/13/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
NAV- EPL_045	Form	Sean Hayes	03/04/2008	03/04/2008

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Disposition

Disposition Date: 03/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125507451 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Willis Omnibus Endorsement	Approved	Yes
Form	Extended Reporting Period	Approved	Yes
Form	NAV-EPL_045	Approved	Yes

SERFF Tracking Number: NAVG-125507451 State: Arkansas
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Amendment Letter

Amendment Date:
 Submitted Date: 03/04/2008

Comments:

Amending with addition of Form number NAV-EPL-045 Specific Situation Exclusion for your approval.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
NAV-EPL_045	Specific Situation Exclusion	03/08	Endorsement/Amendment/Conditions	New			0	NAV-EPL-045 Specific Situation Exclusion.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Willis Omnibus Endorsement	NAV-EPL-043	02/08	Endorsement/Amendment/Conditions		0.00	NAV-EPL-043 Willis Omnibus (changes in conditions plus).pdf
Approved	Extended Reporting Period	NAV-EPL_044	02/08	Endorsement/Amendment/Conditions		0.00	NAV-EPL-044 Extended Reporting Period.pdf
Approved	NAV-EPL_045	Specific Situation Exclusion	03/08	Endorsement/Amendment/Conditions		0.00	NAV-EPL-045 Specific Situation Exclusion.pdf

Policy Number: <<>>
Endorsement No.:

Willis Omnibus Endorsement **(changes in conditions plus)**

- 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 INSURED 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.

7) 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.

8) 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) with the consent of the INSURED, make settlement within the available Limit of Liability (whether above or below the applicable Retention).

9) Section VI. DEFENSE COSTS AND SETTLEMENTS is amended to include the following:

D. Settlement Opportunity

If the INSURER recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant ("Settlement Opportunity"), and the INSURED's consent to such settlement, then the INSURED's applicable retention amount shall be retroactively reduced by ten percent (10%) for such LOSS. It shall be a condition to such reduction that the INSURED must consent to such settlement within thirty (30) days of the date the INSURED is first made aware of such settlement opportunity.

E. The Retention shall be waived for any CLAIM and the INSURER shall reimburse such Retention amount paid by the INSURED if:

(1) an adjudication with or without prejudice is obtained pursuant to a trial, motion to dismiss or motion for summary judgment in such CLAIM, or

(2) a complete and final settlement of such CLAIM with prejudice,

establishes that no INSURED is liable for any LOSS other than DEFENSE COSTS; provided, however, subject to a written undertaking by the COMPANY in a form acceptable to the INSURER, any DEFENSE COSTS advanced by virtue of a waiver of the Retention shall be paid back by the COMPANY to the INSURER in the event the CLAIM is re-brought or any CLAIM is brought which is subject to the same Retention pursuant to Section V. LIMIT OF LIABILITY C.

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.:

EXTENDED REPORTING PERIOD ENDORSEMENT

It is understood and agreed that Item 7. Premium for EXTENDED REPORTING PERIOD of the Declarations is deleted in its entirety and replaced with the following:

For one year 75% of the Premium in Item 6. above, as provided in Section III, to be paid only if the eligibility requirements are met and the EXTENDED REPORTING PERIOD option is properly exercised.

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.

SPECIFIC SITUATION EXCLUSION

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 **Loss** 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 circumstance(s):

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

All other terms and conditions of this Policy remain unchanged.

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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 03/13/2008

Comments:

Attachment:

[viewScheduleItemAttachment.pdf](#)

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

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 #:
Amount:

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.)

PC TD-1 pg 2 of 2

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 #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	