

SERFF Tracking Number: CNAC-125349138 State: Arkansas
First Filing Company: Continental Casualty Company, ... State Tracking Number: #? \$300
Company Tracking Number: 07-F3360
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Auto Coverage Endorsement
Project Name/Number: Auto Deductible/2007F3360

Filing at a Glance

Companies: Continental Casualty Company, Continental Insurance Company, American Casualty Company of Reading - PA, Transportation Insurance Company, Valley Forge Insurance Company, National Fire Insurance Company of Hartford

Product Name: Auto Coverage Endorsement SERFF Tr Num: CNAC-125349138 State: Arkansas
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: #? \$300
Sub-TOI: 20.0001 Business Auto Co Tr Num: 07-F3360 State Status: Fees verified
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: John Lockhart Disposition Date: 11/21/2007
Date Submitted: 11/20/2007 Disposition Status: Approved
Effective Date Requested (New): 01/01/2008 Effective Date (New): 01/01/2008
Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal):
01/01/2008

General Information

Project Name: Auto Deductible Status of Filing in Domicile: Pending
Project Number: 2007F3360 Domicile Status Comments: Being filed
simultaneously
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/21/2007
State Status Changed: 11/21/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Three endorsements that modify the insurance coverage provided under the Business Auto Coverage Form

Company and Contact

Filing Contact Information

John Lockhart, Regulatory Filings Technician john.lockhart@cna.com
40 Wall Street (877) 269-3277 [Phone]

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New York, NY 10005 (212) 440-2877[FAX]

Filing Company Information

Continental Casualty Company CoCode: 20443 State of Domicile: Illinois
 40 Wall Street Group Code: 218 Company Type:
 9th Floor
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 36-2114545

Continental Insurance Company CoCode: 35289 State of Domicile: New Hampshire
 40 Wall Street Group Code: 218 Company Type:
 9th Floor
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 135010440

American Casualty Company of Reading - PA CoCode: 20427 State of Domicile: Pennsylvania
 40 Wall Street Group Code: 218 Company Type:
 8th Floor
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 23-0342560

Transportation Insurance Company CoCode: 20494 State of Domicile: Illinois
 40 Wall Street Group Code: 218 Company Type:
 8th Floor
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 36-1877247

Valley Forge Insurance Company CoCode: 20508 State of Domicile: Pennsylvania
 40 Wall Street Group Code: 218 Company Type:
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 23-1620527

National Fire Insurance Company of Hartford CoCode: 20478 State of Domicile: Illinois
 40 Wall Street Group Code: 218 Company Type:
 New York, NY 10005 Group Name: State ID Number:
 (212) 440-3478 ext. [Phone] FEIN Number: 06-0464510

<i>SERFF Tracking Number:</i>	<i>CNAC-125349138</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$300</i>
<i>Company Tracking Number:</i>	<i>07-F3360</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
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Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Casualty Company of Reading - PA	\$0.00	11/20/2007	
Continental Casualty Company	\$0.00	11/20/2007	
National Fire Insurance Company of Hartford	\$0.00	11/20/2007	
Transportation Insurance Company	\$0.00	11/20/2007	
Valley Forge Insurance Company	\$0.00	11/20/2007	
Continental Insurance Company	\$0.00	11/20/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000212011	\$300.00	11/07/2007

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Product Name: Auto Coverage Endorsement
Project Name/Number: Auto Deductible/2007F3360

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/21/2007	11/21/2007

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Product Name: Auto Coverage Endorsement
Project Name/Number: Auto Deductible/2007F3360

Disposition

Disposition Date: 11/21/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment: I have been notified that the \$300 is an overpayment and incorrect amount.

Form filings are \$50 and it does not matter how many companies you have.

If the payment check has not been mailed please send a revised check of \$50

In the future please send only \$50 per form filing fee.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Deductible (Plus Proportional Expenses) Endorsement	Approved	Yes
Form	Deductible (Including Allocated Expenses) Endorsement	Approved	Yes
Form	Deductible (Excluding Allocated Expenses) Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Deductible (Plus Proportional Expenses) Endorsement	G-300497 -A	09-07	Endorsement/Amendment/Conditions	New	0.00	G300497A_092007_Ded plus Prop Exp End.pdf
Approved	Deductible (Including Allocated Expenses) Endorsement	G-300498 -A	09-07	Endorsement/Amendment/Conditions	New	0.00	G300498A_092007_Ded inc. All Exp. End.pdf
Approved	Deductible (Excluding Allocated Expenses) Endorsement	G-300499 -A	09-07	Endorsement/Amendment/Conditions	New	0.00	G300499A_092007_Ded Exc. All Exp. End.pdf

DEDUCTIBLE (PLUS PROPORTIONAL EXPENSES) ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Each Accident or Loss Deductible	\$_____ Plus Your Share of Allocated Loss Adjustment Expense and Other Supplementary Payments
Stop Loss Aggregate Deductible [Not applicable if no entry appears]	\$_____ Including Your Share of Allocated Loss Adjustment Expense and Other Supplementary Payments

I. Deductible Amount

A. Our obligation under this policy for damages shall be computed by subtracting from the amount of damages, "covered pollution cost or expense" or "loss", or the "Each Accident", "Each Loss" or other applicable Limit of Liability, whichever is less, the applicable Each Accident or Loss Deductible stated in the Schedule.

Provided, however, nothing in this endorsement shall obligate us to pay for damages, "covered pollution cost or expense" or "loss" after the applicable Limit of Insurance has been used up in the payment of settlements or judgments.

B. The Each Accident or Loss Deductible applies to (1) all damages because of all "bodily injury" or "property damage", (2) all "covered pollution cost or expense" and (3) all "loss" to covered "autos" caused by any one "accident" or "loss".

C. This provision C. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. The Stop Loss Aggregate Deductible is the most you pay or reimburse us for the total of (1) all Each Accident or Loss Deductibles, Supplementary Payments and Allocated Loss Adjustment Expense under this policy and (2) all deductible amounts under policy(ies) numbered _____ for each policy period. The Stop Loss Aggregate Deductible amount stated in the Schedule is an estimate based on _____. The actual Stop Loss Aggregate Deductible amount shall be determined at audit based on a rate of \$___ per _____ but in no event shall be less than \$_____.

The Stop Loss Aggregate Deductible will not be reduced if:

1. This endorsement or the policy to which it is attached is issued for a period of less than one year;
2. This endorsement or the policy is canceled for any reason by you; or

3. We cancel the policy due to your failure to:
 - a. Pay premium when due; or
 - b. Reimburse us or otherwise pay for deductible amounts, Allocated Loss Adjustment Expenses or Supplementary Payments for which you are responsible under the terms of this endorsement or any Claim Service Agreement for the handling of claims under this policy; or
 - c. Maintain security in the amount or manner provided for in any Finance Agreement related to this policy.
- E. The terms of the policy, including those with respect to your duties in the event of any "accident", claim, "suit" or "loss" apply irrespective of the application of the deductible amount.

II. Reimbursement

We may pay any part or all of the applicable deductible amount or your share of Allocated Loss Adjustment Expense or Supplementary Payments to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse for such part of the deductible amount, expense and/or payments as have been paid by us.

III. Reduction of Limits

It is further agreed that with respect to the Limits of Insurance of this policy, any damages paid under the Each Accident or Loss Deductible amount, excluding Allocated Loss Adjustment Expense and Supplementary Payments, shall reduce the "Each Accident" Limit, "Each Loss" Limit, or other applicable limit of liability.

IV. Allocation of Costs of Defense, Investigation and Settlement

- A. When the total of amounts paid for (a) all claims or "suits" as a result of any one "accident" or "loss" does not exceed the applicable Each Accident or Loss Deductible, we have no obligation to pay or contribute to any Allocated Loss Adjustment Expenses or Supplementary Payments. Rather, you will pay all such expenses or payments.
- B. When the total of amounts paid for (a) all claims or "suits" as a result of any one "accident" or "loss" does exceed the applicable Each Accident or Loss Deductible:
 1. You will be obligated to pay, in addition to the deductible amount, your share of associated Allocated Loss Adjustment Expense and all other Supplementary Payments calculated as the total of such expenses multiplied by the ratio of the deductible amount to the total damages; and
 2. We will be obligated to pay that part of the damages that exceeds the Each Accident or Loss Deductible and our proportionate share of associated Allocated Loss Adjustment Expense and all other Supplementary Payments calculated as the total of such expenses and payments less your share (as calculated under paragraph 1. above).

- C. This paragraph C. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. Notwithstanding the provisions of paragraphs A. and B. above, when the total you pay or reimburse us for (1) all Each Accident or Loss Deductibles, Allocated Loss Adjustment Expense and Supplementary Payments under this policy and (2) all applicable deductible amounts under policy(ies) numbered _____ for each policy period exceeds the Stop Loss Aggregate Deductible, we will be obligated to pay that part of the damages, Allocated Loss Adjustment Expense and Supplementary Payments that exceeds the Stop Loss Aggregate Deductible.
- E. Any Allocated Loss Adjustment Expense or other Supplementary Payments paid by us will be payable in addition to any obligation to pay damages and “covered pollution cost or expense”, but our obligation to pay Allocated Loss Adjustment Expenses and Supplementary Payments ends when the applicable Limit of Insurance has been used up in the payment of judgments or settlements.

V. Allocated Loss Adjustment Expense

- A. The first sentence of paragraph 2.a. Supplementary Payments (SECTION II – LIABILITY COVERAGE) is deleted and replaced by the following:

Subject to the Deductible (Plus Proportional Expenses) Endorsement attached to and forming a part of this policy, we may pay, with respect to any claim we investigate or settle, or any “suit” against an insured we defend:

- B. As used in this endorsement, “Allocated Loss Adjustment Expenses” means the expenses directly allocated to a particular claim, including but not limited to:
1. Fees to attorneys for claims in “suit” and for representation at hearings or pretrial conferences, except those attorneys employed by or on a permanent retainer to you unless approved in advance by us;
 2. Costs and expenses of subrogation when referred to outside attorneys;
 3. Fees to court reporters;
 4. All court costs, court fees and court expenses as well as alternative dispute resolution and/or arbitration costs, fees and expenses;
 5. Pre- & post-judgment interest paid as a result of litigation;
 6. Fees for service process;
 7. Costs of depositions and court reported and/or recorded statements;
 8. Costs of legal transcripts of testimony taken at coroner’s inquests, criminal or civil proceedings;
 9. Fees and expenses payable by us or you to the Central Index Bureau of the American Service Group, Inc. or comparable organization;

10. Costs of copies of any public records and/or medical records;
11. Fees of appraisers used to establish the amount of damage to vehicles and to other property;
12. Costs of independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of your or our liability;
13. Costs of medical bill adjudication and medical management expenses related to medical cost containment efforts;
14. Costs of employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or in the preparation of litigation and/or used to resolve disputes and for the preparation of maps, photographs, accountings, chemical or physical analysis and diagrams;
15. Costs of undercover operatives and detective services; and
16. Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection of your and/or our subrogation rights.

However, "Allocated Loss Adjustment Expenses" do not include any compensation, benefits, or fees for independent or staff claim adjusters involved in the normal handling of a claim to determine the cause of extent of responsibility for the damage or injury, or any expenses required by law to be treated a loss payment.

VI. Subrogation

The following is added to Loss Condition A.5. Transfer of Rights of Recovery Against Others to Us (SECTION IV – BUSINESS AUTO CONDITIONS):

- A. Any recoveries hereunder shall be apportioned in the following order:
 1. To any interest, including the insured, that may have paid any amount in excess of the applicable Limit of Insurance;
 2. To us for amounts paid under this policy; and
 3. To all other interests, including the insured, within the applicable deductible amount with respect to any residue remaining.
- B. When we have elected to participate in the exercise of the person's or organization's rights of recovery, reasonable costs and expenses necessary to the recovery shall be apportioned among all interests in the ratio of their respective recoveries.

DEDUCTIBLE (INCLUDING ALLOCATED EXPENSES) ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Each Accident or Loss Deductible	\$ _____
Stop Loss Aggregate Deductible [Not applicable if no entry appears]	\$ _____

I. Deductible Amount

A. Our obligation under this policy for damages, “covered pollution cost or expense” or “loss” shall be computed by subtracting from the amount of damages, “covered pollution cost or expense” or “loss”, or the “Each Accident”, “Each Loss” or other applicable Limit of Liability, whichever is less, the Each Accident or Loss deductible stated in the Schedule.

Provided, however, nothing in this endorsement shall obligate us to pay for damages, “covered pollution cost or expense” or “loss” after the applicable Limit of Insurance has been used up in the payment of settlements or judgments.

B. The Each Accident or Loss Deductible applies to:

1. All damages because of all “bodily injury” or “property damage”, “covered pollution cost or expense” and “loss” to covered “autos” caused by any one “accident” or “loss”; and
2. All associated Allocated Loss Adjustment Expenses and Supplementary Payments.

C. This provision C. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. The Stop Loss Aggregate Deductible is the most you pay or reimburse us for the total of (1) all Each Accident or Loss Deductibles under this policy and (2) all deductible amounts under policy(ies) numbered _____ for each policy period. The Stop Loss Aggregate Deductible amount stated in the Schedule is an estimate based on _____. The actual Stop Loss Aggregate Deductible amount shall be determined at audit based on a rate of \$___ per _____ but in no event shall be less than \$_____.

The Stop Loss Aggregate Deductible will not be reduced if:

1. This endorsement or the policy to which it is attached is issued for a period of less than one year;
 2. This endorsement or the policy is canceled for any reason by you; or
 3. We cancel the policy due to your failure to:
 - a. Pay premium when due; or
 - b. Reimburse us or otherwise pay for deductible amounts, Allocated Loss Adjustment Expenses or Supplementary Payments for which you are responsible under the terms of this endorsement or any Claim Service Agreement for the handling of claims under this policy ; or
 - c. Maintain security in the amount or manner provided for in any Finance Agreement related to this policy.
- D. The terms of the policy, including those with respect to your duties in the event of any "accident", claim, "suit" or "loss" apply irrespective of the application of the deductible amount.

II. Reimbursement

We may pay any part or all of the applicable deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse for such part of the deductible amount as has been paid by us.

III. Reduction of Limits

It is further agreed that with respect to the Limits of Insurance of this policy, any damages, "covered pollution cost or expense" and "loss" paid under the Each Accident or Loss deductible amount, excluding Allocated Loss Adjustment Expense and Supplementary Payments, shall reduce the "Each Accident" Limit, "Each Loss" Limit or other applicable limit of liability.

IV. Allocation of Costs of Defense, Investigation and Settlement

- A. When the total of amounts incurred for all claims or "suits" as a result of any one "accident" or "loss" does not exceed the Each Accident or Loss Deductible, we have no obligation to pay or contribute to any Allocated Loss Adjustment Expenses or Supplementary Payments. Rather, you will pay all such expenses or payments.
- B. When the total of amounts incurred for all claims or "suits" as a result of any one "accident" or "loss" does exceed the Each Accident or Loss Deductible, we will be obligated to pay that part of the damages, "covered pollution cost or expense", "loss", Allocated Loss Adjustment Expenses and Supplementary Payments that exceeds the Each Accident or Loss Deductible.
- C. This paragraph C. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. Notwithstanding the provisions of paragraphs

- A. and B. above, when the total you pay or reimburse us for (1) all Each Accident or Loss Deductibles under this policy and (2) all applicable deductible amounts under policy(ies) numbered _____ for each policy period exceeds the Stop Loss Aggregate Deductible, we will be obligated to pay that part of the damages, "covered pollution cost or expense", "loss", Allocated Loss Adjustment Expenses and Supplementary Payments that exceeds the Stop Loss Aggregate Deductible.
- D. Any Allocated Loss Adjustment Expenses and Supplementary Payments you pay will be applied to the Each Accident or Loss Deductible and the Stop Loss Aggregate Deductible, if applicable, stated in the Schedule above.
- E. Any Allocated Loss Adjustment Expenses and Supplementary Payments paid by as provided for in paragraphs B. or C. above will be payable in addition to any obligation we have to pay damages, "covered pollution cost or expense" or "loss" but our obligation to pay Allocated Loss Adjustment Expenses and Supplementary Payments ends when the applicable Limit of Insurance has been used up in the payment of judgments or settlements.

V. Allocated Loss Adjustment Expense

- A. The first sentence of paragraph 2. a. Supplementary Payments (SECTION II - LIABILITY COVERAGE) is deleted and replaced by the following:

Subject to the Deductible (Including Allocated Expenses) Endorsement attached to and forming a part of this policy, we may pay for the "insured":

- B. As used in this endorsement, "Allocated Loss Adjustment Expenses" means the expenses directly allocated to a particular claim, including but not limited to:
1. All governmental administrative agency, alternative dispute resolution, arbitration and court costs, fees and expenses;
 2. Fees, costs and expenses for legal services, whether by outside or our staff counsel;
 3. Photographic costs, materials and labor;
 4. Experts' fees or costs;
 5. Costs of documents or records;
 6. Medical cost containment expenses;
 7. Cost of autopsies;
 8. Cost of medical examinations of a claimant to determine our liability, or the degree of permanency or length of disability; and

9. All other compensation, fees, costs and expenses chargeable to the investigation or defense of a claim or the investigation or prosecution of fraud or criminal conduct involving a claim.

“Allocated Loss Adjustment Expense” does not include any compensation for independent or staff claim adjusters involved in the normal handling of a claim to determine the cause or extent of responsibility for the damage or injury, or any expenses required by law to be treated as a loss payment.

VI. Subrogation

The following is added to Loss Condition A.5. Transfer of Rights of Recovery Against Others to Us (SECTION IV - BUSINESS AUTO CONDITIONS):

- A. Any recoveries hereunder shall be apportioned in the following order:
 1. To any interest, including the insured, that may have paid any amount in excess of the applicable Limit of Insurance;
 2. To us for amounts paid under this policy; and
 3. To all other interests, including the insured, within the applicable deductible amount with respect to any residue remaining.
- B. When we have elected to participate in the exercise of the person's or organization's rights of recovery, reasonable costs and expenses necessary to the recovery shall be apportioned among all interests in the ratio of their respective recoveries.

DEDUCTIBLE (EXCLUDING ALLOCATED EXPENSES) ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Each Accident or Loss Deductible	\$ _____
Stop Loss Aggregate Deductible [Not applicable if no entry appears]	\$ _____

I. Deductible Amount

A. Our obligation under this policy for damages, "covered pollution cost or expense" or "loss" shall be computed by subtracting from the amount of damages, "covered pollution cost or expense" or "loss", or the "Each Accident", "Each Loss" or other applicable Limit of Liability, whichever is less, the Each Accident or Loss deductible stated in the Schedule.

Provided, however, nothing in this endorsement shall obligate us to pay for damages, "covered pollution cost or expense" or "loss" after the applicable Limit of Insurance has been used up in the payment of settlements or judgments.

B. The Each Accident or Loss Deductible applies to (1) all damages because of all "bodily injury" or "property damage", (2) all "covered pollution cost or expense, and (3) all "loss" to covered "autos" caused by any one "accident" or "loss".

C. This provision C. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. The Stop Loss Aggregate Deductible is the most you pay or reimburse us for the total of (1) all Each Accident or Loss Deductibles under this policy;(2) all deductible amounts under policy(ies) numbered _____; and (3) all Allocated Loss Adjustment Expense and Supplementary Payments under these policies for each policy period. The Stop Loss Aggregate Deductible amount stated in the Schedule is an estimate based on _____. The actual Stop Loss Aggregate Deductible amount shall be determined at audit based on a rate of \$___ per _____ but in no event shall be less than \$_____.

The Stop Loss Aggregate Deductible will not be reduced if:

1. This endorsement or the policy to which it is attached is issued for a period of less than one year;
2. This endorsement or the policy is canceled for any reason by you; or

3. We cancel the policy due to your failure to:
 - a. Pay premium when due; or
 - b. Reimburse us or otherwise pay for deductible amounts, Allocated Loss Adjustment Expenses or Supplementary Payments for which you are responsible under the terms of this endorsement or any Claim Service Agreement for the handling of claims under this policy ; or
 - c. Maintain security in the amount or manner provided for in any Finance Agreement related to this policy.
- D. The terms of the policy, including those with respect to your duties in the event of any "accident", claim, "suit" or "loss" apply irrespective of the application of the deductible amount.

II. Reimbursement

We may pay any part or all of the applicable deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse for such part of the deductible amount as has been paid by us.

III. Reduction of Limits

It is further agreed that with respect to the Limits of Insurance of this policy, any damages, "covered pollution cost or expense" and "loss" paid under the Each Accident or Loss deductible amount, excluding Allocated Loss Adjustment Expense and Supplementary Payments, shall reduce the "Each Accident" Limit, "Each Loss" Limit or other applicable limit of liability.

IV. Allocation of Costs of Defense, Investigation and Settlement

- A. This provision A. applies if no amount is shown in the Schedule as the Stop Loss Aggregate Deductible. We have no obligation to pay or contribute to any Allocated Loss Adjustment Expenses or Supplementary Payments. Rather, you will pay all such expenses or payments.
- B. This provision B. applies only if an amount is shown in the Schedule as the Stop Loss Aggregate Deductible. When the total you pay for (1) all Each Accident or Loss Deductibles under this policy, (2) all applicable deductible amounts under policy(ies) numbered _____, and (3) all Allocated Loss Adjustment Expenses and Supplementary Payments under these policies for each policy period:
 1. Does not exceed the Stop Loss Aggregate Deductible, we have no obligation to pay or contribute to any Allocated Loss Adjustment Expenses or Supplementary Payments. Rather, you will pay all such expenses or payments.
 2. Does exceed the Stop Loss Aggregate Deductible, we will be obligated to pay that part of damages, "covered pollution cost or expense", "loss",

Allocated Loss Adjustment Expenses and Supplementary Payments that exceeds the Stop Loss Aggregate Deductible.

- C. Any Allocated Loss Adjustment Expenses and Supplementary Payments you pay will not be applied to the Each Accident or Loss Deductible but will be applied to the Stop Loss Aggregate Deductible, if applicable, stated in the Schedule above.
- D. Any Allocated Loss Adjustment Expenses and Supplementary Payments paid by us as provided for in provision IV.B.2. above will be payable in addition to any obligation we have to pay damages, "covered pollution cost or expense" or "loss" but our obligation to pay Allocated Loss Adjustment Expenses and Supplementary Payments ends when the applicable Limit of Insurance has been used up in the payment of judgments or settlements.

V. Allocated Loss Adjustment Expense

- A. The first sentence of paragraph 2. a. Supplementary Payments (SECTION II - LIABILITY COVERAGE) is deleted and replaced by the following:

Subject to the Deductible (Excluding Allocated Expenses) Endorsement attached to and forming a part of this policy, you will pay:

- B. As used in this endorsement, "Allocated Loss Adjustment Expenses" means the expenses directly allocated to a particular claim, including but not limited to:
 - 1. All governmental administrative agency, alternative dispute resolution, arbitration and court costs, fees and expenses;
 - 2. Fees, costs and expenses for legal services, whether by outside or our staff counsel;
 - 3. Photographic costs, materials and labor;
 - 4. Experts' fees or costs;
 - 5. Costs of documents or records;
 - 6. Medical cost containment expenses;
 - 7. Cost of autopsies;
 - 8. Cost of medical examinations of a claimant to determine our liability, or the degree of permanency or length of disability; and
 - 9. All other compensation, fees, costs and expenses chargeable to the investigation or defense of a claim or the investigation or prosecution of fraud or criminal conduct involving a claim.

"Allocated Loss Adjustment Expense" does not include any compensation for independent or staff claim adjusters involved in the normal handling of a claim to determine the cause or extent of responsibility for the damage or injury, or any expenses required by law to treated as a loss payment.

VI. Subrogation

The following is added to Loss Condition A.5. Transfer of Rights of Recovery Against Others to Us (SECTION IV - BUSINESS AUTO CONDITIONS):

- A. Any recoveries hereunder shall be apportioned in the following order:
 - 1. To any interest, including the insured, that may have paid any amount in excess of the applicable Limit of Insurance;
 - 2. To us for amounts paid under this policy; and
 - 3. To all other interests, including the insured, within the applicable deductible amount with respect to any residue remaining.
- B. When we have elected to participate in the exercise of the person's or organization's rights of recovery, reasonable costs and expenses necessary to the recovery shall be apportioned among all interests in the ratio of their respective recoveries.

<i>SERFF Tracking Number:</i>	<i>CNAC-125349138</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$300</i>
<i>Company Tracking Number:</i>	<i>07-F3360</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Auto Coverage Endorsement</i>		
<i>Project Name/Number:</i>	<i>Auto Deductible/2007F3360</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125349138 State: Arkansas
First Filing Company: Continental Casualty Company, ... State Tracking Number: #? \$300
Company Tracking Number: 07-F3360
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Auto Coverage Endorsement
Project Name/Number: Auto Deductible/2007F3360

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 11/21/2007

Comments:

Attachment:

AR NAIC_PC TD.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: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

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 #	
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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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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	