

## Filing at a Glance

Companies: Continental Casualty Company, Continental Insurance Company

Product Name: Healthcare Facilities Umbrella SERFF Tr Num: CNAC-125251574 State: Arkansas

Program

TOI: 11.0 Medical Malpractice - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-025679

Made/Occurrence

Sub-TOI: 11.0009 Hospitals

Co Tr Num: 07-F2181

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: John Lockhart

Disposition Date: 08-13-2007

Date Submitted: 08-02-2007

Disposition Status: Approved

Effective Date Requested (New): 09-01-2007

Effective Date (New):

Effective Date Requested (Renewal): 09-01-2007

Effective Date (Renewal):

## General Information

Project Name: Primary Hospital Forms

Status of Filing in Domicile: Pending

Project Number: 2007F2181

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-13-2007

State Status Changed: 08-03-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of the captioned companies we hereby submit for your review and approval the attached forms for use with HealthCare Facilities/Hospitals classes of business. The Healthcare Facilities/Hospitals Forms are already on file for Continental Casualty Company (CCC) under our filing # 03-F2024. With this filing we are proposing to adopt all forms for the Continental Insurance Company (CIC) as well.

## Company and Contact

### Filing Contact Information

John Lockhart, Regulatory Filings Technician john.lockhart@cna.com

40 Wall Street

(877) 269-3277 [Phone]

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  
(212) 440-3478 ext. [Phone]

Group Name:  
FEIN Number: 36-2114545

State ID Number:

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Continental Insurance Company  
40 Wall Street  
9th Floor  
New York, NY 10005  
(212) 440-3478 ext. [Phone]

CoCode: 35289  
Group Code: 218

State of Domicile: New Hampshire  
Company Type:

Group Name:  
FEIN Number: 135010440

State ID Number:

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## Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010384451	\$50.00	07-26-2007

# Correspondence Summary

## Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-13-2007	08-13-2007

## Disposition

Disposition Date: 08-13-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

<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>	Forms Filing Memorandum	Approved	Yes
<b>Supporting Document</b>	Amedatories on file with AR DOI	Approved	Yes
<b>Form</b>	Policy Extension	Approved	Yes
<b>Form</b>	Cancellation	Approved	Yes
<b>Form</b>	Specified Person or Entity	Approved	Yes
<b>Form</b>	Premium Changes	Approved	Yes
<b>Form</b>	Deletion of Named Insured	Approved	Yes
<b>Form</b>	Addition or Deletion	Approved	Yes
<b>Form</b>	Blanket Additional InsuredVicarious Liab	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Policy Extension	HP 2718A	02-2007	Endorsement/Amendment/Conditions	New	0.00	HP2718A_022003_POLICY_EXTENSION_ENDORSEMENT.pdf
Approved	Cancellation	HP 3061A	03-2004	Endorsement/Amendment/Conditions	New	0.00	HP3061A_032004_CANCELLATION_ENDORSEMENT_HEALTHCARE FACILITIES LIABILITY POLICY.pdf
Approved	Specified Person or Entity	GSL-6158XX	10-2006	Endorsement/Amendment/Conditions	New	0.00	GSL6158XX_102006_EXCLUSION SPECIFIED PERSON OR ENTITY.pdf
Approved	Premium Changes	GSL-6285XX	05-2005	Endorsement/Amendment/Conditions	New	0.00	GSL6285XX_052005_Premium Changes Endorsement.pdf
Approved	Deletion of Named Insured	GSL-6463XX	09-2005	Endorsement/Amendment/Conditions	New	0.00	GSL6463XX_092005_Deletion of Named Insured Endorsement.pdf
Approved	Addition or Deletion	GSL-6564XX	02-2006	Endorsement/Amendment/Conditions	New	0.00	GSL6564XX_022006_Addition Deletion of Endorsemen

Approved	Blanket Additional InsuredVicarious Liab	GSL- 9091XX	07-2007	Endorseme New nt/Amendm ent/Condi ons	0.00	t.pdf GSL9091XX _072007_Ad ditional Insured Vicarious Liability .pdf
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**POLICY EXTENSION ENDORSEMENT**

We agree with you that in consideration of additional premium of \$\_\_\_\_\_, the policy period shown in Healthcare Liability Policy Declarations (G-144115) item 2. "Policy Period" is deleted and replaced with the following:

Policy Period From\_\_\_\_\_ 12:01 A.M. Standard Time to \_\_\_\_\_ 12:01 A.M. Standard Time at your Mailing address shown on the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**CANCELLATION ENDORSEMENT  
HEALTHCARE FACILITIES LIABILITY POLICY**

It is understood and agreed that in consideration of the return premium amount stated below, the Policy referenced below is cancelled in accordance with the terms and conditions of the Policy.

Return Premium was computed as follows

\$ \_\_\_\_\_ Premium

\$ \_\_\_\_\_ State Surcharge (if applicable)

\$ \_\_\_\_\_ Tax (if applicable)

\$ \_\_\_\_\_ Total Earned Premium Amount

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**EXCLUSION–SPECIFIED PERSON OR ENTITY**

The changes set forth below are applicable only to coverage forms included within the scope of this endorsement. The coverage forms included within the scope of this endorsement are indicated by a check mark.

Professional Liability Coverage Form (G-144101)

Commercial General Liability Coverage Form

It is understood and agreed that the following is added to Section II–WHO IS AN INSURED:

- Notwithstanding the above, the person or entity specified below is not an Insured.

**Person or Entity:**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



### Premium Changes Endorsement

It is understood and agreed that Item 5. Premium, of the Healthcare Liability Policy Declarations (G-144115-A) is deleted and replaced by the following:

Professional Liability **premium** \$\_\_\_\_\_.

General Liability **premium** \$\_\_\_\_\_.

**Total Premium** \$\_\_\_\_\_

Reason for Premium change:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**Deletion of Named Insured Endorsement**

It is agreed and understood that the Healthcare Liability Policy is amended as set forth below:

Name of Entity	Termination Date

1. The following paragraph is added to SECTION II–WHO IS AN INSURED in the Professional Liability Coverage Form (G-144101):
  - The entity shown above, having been sold or ownership and control otherwise transferred on the termination date is not insured under this Policy for any act, error or omission in the rendering of “professional services” committed on or after the termination date.
  
2. The following paragraph is added to SECTION II–WHO IS AN INSURED in the Commercial General Liability Coverage Form:
  - The entity shown above, having been sold or ownership and control otherwise transferred on the termination date is not insured under this Policy for any “bodily injury” “property damage” or “personal and advertising injury” based on or arising out of an “occurrence” or offense committed on or after the termination date.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
 (No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**ADDITION OR DELETION OF ENDORSEMENT**

In consideration of:

- The premium paid for this Policy,
- Return Premium in the amount of \$ \_\_\_\_\_
- Additional Premium in the amount of \$ \_\_\_\_\_

It is understood and agreed that Healthcare Liability Policy Declarations (G-144115) Item 6. "Endorsements Attached to This Policy" is amended as indicated below:

- 1.  When indicated by a checkmark, the following endorsement is hereby deleted from the Policy:

**Endorsement No. and Title**

- 2.  When indicated by a checkmark, the following endorsement is added to this policy:

**Endorsement No. and Title**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**BLANKET ADDITIONAL INSURED–VICARIOUS LIABILITY FOR NAMED ENTITY OR PERSON**

It is understood and agreed that:

A. **Section II.–WHO IS AN INSURED** in the Professional Liability Coverage Form (G-144101-A) is amended to include any person or entity that the Named Insured or any “subsidiary” is required by contract to include as an insured for the liability of such person or entity for an insured’s act, error or omission in the rendering of “professional services”. Such person or entity is insured under this Policy but solely to the extent that a “claim” is made against it alleging that it is vicariously liable for an insured’s act, error or omission in the rendering of “professional services” and provided that:

- 1. a “claim” is made against both an Insured and such person or entity; and
- 2. in any ensuing litigation arising out of such “claim”, the Insured and such person or entity are named and maintained as co-defendants;

There shall be no coverage afforded to any person or entity as a result of its independent act, error, or omission in the rendering of “professional services”.

B. **Section II.–WHO IS AN INSURED** in the Commercial General Liability Coverage Form is amended to include any person or entity the Named Insured or any “subsidiary” is required by contract to include as an insured for the liability of such person or entity for “bodily injury”, “property damage” or “personal and advertising injury” based on or arising out of an “occurrence” or offense committed by an insured. Such person or entity is insured under this Policy but solely to the extent that a “claim” is made against it alleging that it is vicariously liable for “bodily injury” “property damage” or “personal and advertising injury” based on or arising out of an “occurrence” or offense committed by an Insured and provided that:

- 1. a claim is made against both an Insured and such person or entity; and
- 2. in any ensuing litigation arising out of such “claim”, the Insured and such person or entity are named and maintained as co-defendants;

There shall be no coverage afforded to any person or entity as a result of “bodily injury” property damage” or personal and advertising injury” as a result of its independent “occurrence” or “offense”.

Nothing herein shall serve to confer any rights or duties to \_\_\_\_\_ under this Policy, other than as provided herein.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	08-13-2007
<b>Comments:</b>		
<b>Attachment:</b> NAIC P&C Transmittal AR.pdf		
<b>Satisfied -Name:</b> Forms Filing Memorandum	<b>Review Status:</b> Approved	08-13-2007
<b>Comments:</b>		
<b>Attachment:</b> 07F2181_072007_AR-Facilities-FFM.pdf		
<b>Satisfied -Name:</b> Amedatories on file with AR DOI	<b>Review Status:</b> Approved	08-13-2007
<b>Comments:</b>		
<b>Attachments:</b> G144116A03_012004_Defense Inside Limits - AR.pdf G144120A03_102003_Cancellation Nonrenewal - AR.pdf G145565A03_012004_HPL Amendatory - AR.pdf		

## Property & Casualty Transmittal Document

<p><b>1. Reserved for Insurance Dept. Use Only</b></p>	<p><b>2. Insurance Department Use only</b></p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

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

<b>5. Company Tracking Number</b>	
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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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
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.)**

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

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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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)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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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

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

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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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	

**Continental Casualty Company  
The Continental Insurance Company  
Healthcare Facilities Policy  
Forms Filing Memorandum**

**ARKANSAS  
NEW FORMS**

- HP 2718A                    Policy Extension Endorsement**  
The Policy Extension Endorsement extends, by mutual agreement, the policy period shown in Declarations Page item 2. for the period of time shown in the endorsement.
- HP 3061A                    Cancellation Endorsement**  
This endorsement provides final premium, tax or state surcharge (if applicable) information.
- GSL-6158XX                Exclusion Specified Person or Entity**  
This endorsement provides a means of excluding specified person or entities from the Policy.
- GSL-6285XX                Premium Changes Endorsement**  
Mid-term Premium changes are displayed in this endorsement
- GSL-6463XX                Deletion of Named Insured Endorsement**  
A Named Insured entity may be deleted from the Policy upon sale or transfer of ownership and control of the entity.
- GSL-6564XX                Addition or Deletion of Endorsement**  
The Declarations may be amended to reflect changes in endorsements attached to the Policy as shown in Declarations item 6.
- GSL-9091XX                Blanket Additional Insured–Vicarious Liability Required by Contract**  
Provides a means of providing additional insured status when required by contract for vicarious liability based on or arising out of an insured’s act, error or omission in the rendering of professional services or when indicated, the additional insured’s vicarious liability based on or arising out of “bodily injury”, “property damage” or “personal and advertising injury” committed by an insured under the General Liability coverage

**\*\*\* Note the following forms are already on file for Continental Casualty Program. With this filing we wish to adopt these forms for use with The Continental Insurance Company.**

- G- 144101-A                Allied Healthcare Facilities Professional Liability Coverage Form – Claims Made**  
This coverage form provides professional liability coverage on a claims-made basis to the covered Insureds.
- G-144102-A                Allied Healthcare Liability Policy Common Conditions**  
The common conditions are applicable to the occurrence and claims made version of the Commercial Liability Coverage Forms and the Professional Liability Coverage Form, subject to the terms and conditions stated therein.

**Continental Casualty Company  
The Continental Insurance Company  
Healthcare Facilities Policy  
Forms Filing Memorandum**

**ARKANSAS**

**G-145566-A            Allied Healthcare Facilities Commercial General Liability Coverage Form –  
Claims Made**

This coverage form provides Commercial General Liability Coverage on a claims-made basis for bodily injury, property damage, personal injury and advertising injury liability to the covered Insureds.

**G-145567-A            Healthcare Facilities Commercial General Liability Coverage Form –  
Occurrence**

This coverage form provides Commercial General Liability Coverage on a claims-made basis for bodily injury, property damage, personal injury and advertising injury liability to the covered Insureds.

**G-144106-A            Sexual Misconduct Sublimit Endorsement**

This endorsement provides a sublimit of liability for claims or circumstances arising out of or relating to sexual misconduct for the Professional Liability Coverage Form and the Commercial General Liability Coverage Forms.

**G-144107-A            Self-Insured Retention Endorsement (Damages and Claims)**

This endorsement amends all Coverage Forms to add a self-insured retention.

**G-144108-A            Named Insured Endorsement**

This endorsement adds additional named insureds to the Policy.

**G-144110-A            Independent Contractor Endorsement**

This endorsement amends the definition of Employee to add independent contractors to the Professional Liability Coverage Form.

**G-144111-A            Individual Limits Endorsement**

This endorsement amends all Coverage Forms to provide individual limits of liability for specified entities.

**G-144113-A            Optional Extended Reporting Period with Reinstatement of Limits  
Endorsement**

This endorsement amends all coverage forms and is used for application of the Optional Extended Reporting Period when the policy expires or is cancelled.

**G-144114-A            Optional Extended Reporting Period with No Reinstatement of Limits  
Endorsement**

This endorsement amends all coverage forms and is used for application of the Optional Extended Reporting Period when the policy expires or is cancelled.

**G- 144115-A            Declarations Page**

This is the policy declarations page.

**Continental Casualty Company  
The Continental Insurance Company  
Healthcare Facilities Policy  
Forms Filing Memorandum**

**ARKANSAS**

- G-144116-A03**      **Supplementary Payments Inside Limits Endorsement - Arkansas (Defense Inside Limits)**  
This endorsement amends the Professional Liability Coverage Form to include Supplementary Payments inside the Limits of Liability.
- G-144117-A**      **Definition of Employee Endorsement**  
This endorsement amends the definition of Employee of the Professional Liability Coverage Form to add additional classes of individuals as Employees.
- G-144118-A**      **Deductible Endorsement**  
This endorsement amends all Coverage Forms to add a deductible.
- G-144120-A03**      **Cancellation and Nonrenewal Endorsement - Arkansas**  
This endorsement amends the HealthCare Liability Policy Common Conditions to provide the cancellation and nonrenewal provisions.
- G-144121-A**      **Audit Endorsement**  
This endorsement amends all selected Coverage Forms to state that the actual premium is computed when an audit is completed.
- G-144122-A**      **Amendatory Endorsement – Deletion of Medical Payments Coverage Part C**  
This endorsement removes Coverage Part C MEDICAL PAYMENTS of the Commercial General Liability Coverage Forms.
- G-144124A**      **Aggregate Limit of Insurance Endorsement**  
This endorsement amends all selected Coverage Forms to add a Policy Aggregate Limit of Insurance.
- G-144130-A**      **Newly Acquired Organization Endorsement**  
This endorsement amends all selected Coverage Forms to provide for retroactive dates for newly acquired organizations.
- G-43316-C**      **Asbestos Exclusion**  
This endorsement amends the Commercial General Liability Coverage Forms to exclude all claims arising out of or in any way relating to asbestos.
- G-144119-A**      **Damages Only Deductible**  
This endorsement adds amends all selected Coverage Forms to add a deductible applicable to damages only.
- G-145565-A03**      **Amendatory Endorsement - Arkansas**  
This endorsement amends the HealthCare Liability Policy Common Conditions to bring them into compliance with state guidelines.

This endorsement amends the Professional Liability Coverage Form.

**SUPPLEMENTARY PAYMENTS INSIDE LIMITS ENDORSEMENT - ARKANSAS**

- A. In the Professional Liability Coverage Form, the introductory clause of Paragraph 3 **Supplementary Payments**, of Section 1, **COVERAGES** is deleted in its entirety and replaced as follows:

Payments made under this Section are included within and not in addition to the Limits of Insurance set forth in Section III.

- B. In the Professional Liability Coverage Form, Paragraphs 1, 2, 3 and 4, of Section **III, LIMITS OF INSURANCE**, whenever the defined term "damages" is used, it shall be deemed to include those payments listed in paragraph 3, **Supplementary Payments** of **Section I, COVERAGES**.

All other terms and conditions of the policy remain the same.

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**POLICY NO.** \_\_\_\_\_

THIS ENDORSEMENT FORMS A PART OF THE ABOVE REFERENCED POLICY, AND TAKES EFFECT ON THE EFFECTIVE DATE AND HOUR OF SAID POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW, AND EXPIRES CONCURRENTLY WITH SAID POLICY.

**ISSUED TO:** \_\_\_\_\_ **EFFECTIVE DATE OF THIS ENDORSEMENT** \_\_\_\_\_

*Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy*

Countersigned by \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

## Cancellation and Nonrenewal Endorsement - Arkansas

This endorsement amends the HealthCare Liability Policy Common Conditions [Form G-144102-A]

### A. Cancellation

This policy can be cancelled by either the first Named Insured or us.

1. Only the first Named Insured may cancel this policy at any time. To do so, the first Named Insured must:
  - a. return the policy to us or any of our authorized representatives, indicating the effective date of cancellation; or
  - b. provide a written notice to us, stating when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

#### 2. Cancellation by us

- a. We have the right to cancel this policy at any time and for any reason within the first 60 days by mailing notice of cancellation at least 20 days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least 10 days prior to the effective date of such cancellation.
- b. After this policy has been in effect for 61 days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Fraud or material misrepresentation;
- (3) Any Insured violated the terms and conditions of this policy;
- (4) The risk originally accepted has measurably increased;
- (5) Violation of code or laws that increases any hazard insured against.

We must mail notice of cancellation at least 20 days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least 10 days prior to the effective date of such cancellation.

- c. If we cancel for non-payment of premium, the notice shall state the reason for cancellation.
  - d. All notices shall be mailed to the first Named Insured at the last mailing address known to us.
3. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
  4. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
  5. Proof of mailing will be sufficient proof of notice.

### B. Non-renewal

We can non-renew this policy by mailing mail written notice to the first Named Insured, at its last known address, at least 60 days before the expiration date. Proof of mailing will be sufficient proof of notice.

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**ISSUED TO:** \_\_\_\_\_ **EFFECTIVE DATE OF THIS ENDORSEMENT** \_\_\_\_\_

*Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy*  
Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**AMENDATORY ENDORSEMENT - ARKANSAS**

This endorsement modifies insurance provided under the following:  
**HEALTHCARE LIABILITY POLICY COMMON CONDITIONS**

1. Section XXI. Extended Reporting Period, paragraph 2. Optional Extended Reporting Period is amended by the addition of the following:

We will advise you in writing, no earlier than the termination date nor later than the expiration of the automatic extended reporting period of the availability of, the premium for, and the importance of purchasing an optional extended reporting period.

2. Section XXI. Extended Reporting Period, paragraph 4. is deleted in its entirety and replaced with the following:

The optional "extended reporting period", if any, will commence at the end of the automatic "extended reporting period". If purchased optional "extended reporting period" coverage may not be cancelled.

All other terms and conditions of the policy remain the same.

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**ISSUED TO:** \_\_\_\_\_ **EFFECTIVE DATE OF THIS ENDORSEMENT** \_\_\_\_\_

*Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy*

Countersigned by \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE