

SERFF Tracking Number: CNAC-125913337 State: Arkansas
Filing Company: Continental Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: 08-F2248
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Accountants NetProtect Program
Project Name/Number: Accountants NetProtect Program /08-F2248

Filing at a Glance

Company: Continental Casualty Company
Product Name: Accountants NetProtect Program
TOI: 17.0 Other Liability - Claims Made/Occurrence
Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Filing Type: Form

SERFF Tr Num: CNAC-125913337 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: 08-F2248 State Status: Fees verified and received
Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: Robert Alonzo Disposition Date: 11/21/2008
Date Submitted: 11/20/2008 Disposition Status: Approved
Effective Date Requested (New): 01/01/2009 Effective Date (New):
Effective Date Requested (Renewal): 01/01/2009 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Accountants NetProtect Program
Project Number: 08-F2248
Reference Organization:
Reference Title:
Filing Status Changed: 11/21/2008
State Status Changed: 11/21/2008
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:
Deemer Date:

On behalf of Continental Casualty Company, we hereby submit for your review and approval the attached new forms and updated manual rates & rules for use with our approved Accountants Professional Liability Program currently on file with your department.

Attached for your review is:

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- the forms filing memorandum which provides further details regarding the new forms included in this filing;
- copies of the all new forms.

Company and Contact

Filing Contact Information

Robert Alonzo, State Filing Analyst robert.alonzo@cna.com
 40 Wall Street (212) 440-3478 [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	Group Name:	State ID Number:
(212) 440-3478 ext. [Phone]	FEIN Number: 36-2114545	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Casualty Company	\$50.00	11/20/2008	24065579

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/21/2008	11/21/2008

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Disposition

Disposition Date: 11/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	FOrms Memo	Approved	Yes
Form	CPA NetProtect Endorsement	Approved	Yes
Form	Minimum Required Practices Endorsement	Approved	Yes
Form	CPA NetProtect Application	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CPA NetProtect Endorsement	GSL2403	10-08	Endorsement/Amendment/Conditions	New	0.00	GSL2403_102008_CPA NetProtect Endorsement.pdf
Approved	Minimum Required Practices Endorsement	GSL1160211/08		Endorsement/Amendment/Conditions	New	0.00	GSL1160211_112008_MINIMUM REQUIRED PRACTICES END.pdf
Approved	CPA NetProtect Application	GSL1148910-08		Application/Binder/Enrollment	New	0.00	GSL1148910_102008_Net Protect Application.pdf



CPA NetProtect for Accountants Endorsement

In consideration of an additional premium of _____, it is agreed that the Accountants Professional Liability Policy is amended as follows:

Table with 2 columns: Description and Amount. Row 1: MAXIMUM AGGREGATE LIMIT OF LIABILITY FOR ALL NETWORK DAMAGE CLAIMS AND PRIVACY EVENT EXPENSES. Row 2: All Network Damage Claims and Privacy Event Expenses in the Aggregate \$ _____

Table with 2 columns: Description and Amount. Section: SCHEDULE OF ADDITIONAL INSURING AGREEMENT. Rows: Network Damage Claims, Limit applicable to Each Network Damage Claim \$ _____, Limit applicable to all Network Damage Claims in the Aggregate \$ _____, Deductible applicable to each Network Damage Claim \$ _____

Table with 2 columns: Description and Amount. Section: PRIVACY EVENT EXPENSE SCHEDULE. Rows: Limit applicable to all Privacy Event Expenses \$ _____, Deductible applicable to each Privacy Event \$ _____, Coinsurance Percentage _____ %

Table with 2 columns: Description and Amount. Section: OUTSOURCED CLAIMS SUBLIMIT. Row: Each Outsourced Claims Sublimit \$ _____

Table with 2 columns: Description and Amount. Section: CPA NetProtect for Accountants Prior Acts Date. Row: Prior Acts Date Applicable to all of you: _____

1. Section II. COVERAGE AGREEMENTS is amended to add the following new Insuring Agreement:

• Network Damage Claims

We will pay on your behalf all sums in excess of the deductible, up to the applicable limit of liability, that you become legally obligated to pay as damages and claim expenses because of a Network Damage Claim by reason of a wrongful act by you or by any person for whom you are legally liable, provided that:

- 1. such claim is both first made against you and reported in writing to us during the policy period;
2. you did not give notice to a prior insurer of any such wrongful act or interrelated wrongful act;
3. prior to the effective date of this Policy, none of you had a basis to believe that any such wrongful act, or interrelated wrongful act, might reasonably be expected to be the basis of a claim;
4. such wrongful act happened subsequent to the prior acts date, if any, and before the end of the policy period;
5. you did not give notice to a prior insurer of an interrelated claim.

2. The following new Section is added:

• Privacy Event Response:

We will:

- a) reimburse the Named Insured for privacy event expenses, or



b) provide the **Named Insured**, at such entity's written request, privacy event services in lieu of such reimbursement under 2. a., above.,

for a **privacy event** that occurs during the **Policy Period**, provided that such **privacy event expenses** shall be:

1. subject to the **privacy event expense** limit of liability and any applicable co-insurance;
2. in excess of the **privacy event expense** deductible as provided in the schedule above;
3. limited to such amounts that are incurred within twelve months of the date that the **Named Insured** reports the **privacy event** to us;
4. limited to such amounts consented to by us or, if services are provided by us or any entity or person retained by us, such services consented to by the **Named Insured** (such consent not to be unreasonably withheld); and
5. reported to us within three days of the privacy event.

3. Solely with respect to **network damage claims**, Section **II. COVERAGE AGREEMENTS**, Paragraph B. is amended to add the following new provision:

Subject to the limit of liability provided in the schedule above, should **you** be unwilling to settle a **Claim** that the claimant and the Insurer are willing to settle, the Insurer shall continue to be liable for any such **damages** and **claim expenses** in connection with such **claim**, but not in excess of the amount for which the **claim** could have been settled, plus all **claim expenses** incurred up to the date of **your** refusal to consent to such settlement.

4. Solely with respect to **network damage claims**, section **III. LIMITS OF LIABILITY** is amended to add the following new paragraphs:

- **Each Network Damage Claim**

Subject to the **network damage** Aggregate Limit, as set forth herein, the limit of liability for **damages** and **claim expenses** for each **network damage claim** shall not exceed the amount set forth in the Coverage Schedule.

- **Network Damage Claims Aggregate**

Subject to the above paragraph, the limit of our liability for **damages** and **claim expenses** for all **network damage claims** combined shall not exceed the amount set forth in the Coverage Schedule. This amount is a sublimit of liability which further reduces, and in no way increases the Maximum Aggregate Limit of Liability of this endorsement as stated in the Coverage Schedule above.

- **Network Damage Deductible**

Notwithstanding the Deductible Amount specified in the Declarations, the amount set forth in the Coverage Schedule shall be the Deductible Amount applicable to each **network damage claim**. The Deductible Amount specified in the Declarations shall continue to apply with respect to each **claim** other than a **network damage claim**.

- **Outsourced Claim Limits**

Subject to the Each **network damage claim** limit of liability as set forth above, the **Outsourced Network Claim** Limit set forth in the Coverage Schedule is the most we will pay for all **damages** and **claim expenses** for all **outsourced network claims** in the aggregate. Such limit is a sublimit included within and not in addition to the each **network damage claim** limits.

5. Solely with respect to **Privacy Event Expenses**, section **III. LIMITS OF LIABILITY**, is amended to add new paragraphs as follows:



- Supplementary Payments for **Privacy Event Expenses**

All Privacy Event Expenses in the Aggregate

The amount set forth above as the **privacy event limit** is the total amount we will reimburse you for all covered **privacy event expenses**. This payment is a sublimit and is part of and not in addition to the Maximum Aggregate Limit of Liability as stated in the Coverage Schedule above.

- **Privacy Event Expenses Deductible/Coinsurance Percentage**

Notwithstanding the Deductible Amount specified in the Declarations, the deductible amount set forth above as the **privacy event expenses deductible** shall be the Deductible Amount applicable to all **privacy event expenses**.

Solely with respect to **privacy event expense**, you shall share ratably in the amount of any such **privacy event expense** where your ratable share shall be the coinsurance percentage set forth above as a percentage of **privacy event expenses**. This percentage shall be applied to all **privacy event expenses**. The Insurer's liability shall apply only to the remaining percent (100% minus the Coinsurance percent set forth above) of all such **privacy event expenses**.

6. Solely with respect to the coverage provided by this endorsement, the following Section is added:

- **Maximum Limit of Liability**

Notwithstanding Section 3. and 4. above, the maximum Limit of Liability for all **privacy event expenses** and **network damage claims** shall be the limit stated in the Coverage Schedule above labeled: All **Network Damage Claims** and **Privacy Event Expenses** in the Aggregate.

7. Solely with respect to the coverage provided by this endorsement, Section **I. DEFINITIONS** is amended to add the following terms:

Computer virus means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

1. computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a **network**.

Confidential Commercial Information means information that has been provided to **you** by another, or created by **you** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating **you** to protect such information on behalf of another.

Denial of service attack means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

Electronic infection means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from **your network**.

Electronic information damage means the destruction, deletion or alteration of any information residing on the **network** of any third party.

Executive means any of the **Named Insured** duly elected or appointed directors, officers, managing partners, general partners, trustees, or managing members if such entity is a Limited Liability Company.

Internet means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include **your network**.



Interrelated events mean all events that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Interrelated wrongful acts mean all **wrongful acts** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Network means a party's local or wide area **network** owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, telephone company **networks**, or other public infrastructure **network**.

Network Damage means:

1. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
2. **electronic information damage**; or
3. the suspension or interruption of any **network**;

Network Damage Claim means a **claim** alleging **network damage** that is brought by a person or entity who is not **your** client.

Non-public personal information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Outsourced network claim means a **network damage claim** arising out of a **wrongful act** by any third party for whom **you** may be liable. An **outsourced network claim** shall be subject to the outsourced network claim sublimit of liability as provided in the schedule above.

Privacy Event means any event or series of **interrelated events** which in the reasonable opinion of an **Executive** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Nonpublic Personal Information** or **Commercial Confidential Information**.

Privacy Event Expenses means all reasonable and necessary fees, costs and expenses incurred:

1. to minimize or respond to unfavorable publicity or media attention arising out of a **privacy event**;
2. to effect compliance with a **privacy breach notice law**;
3. to implement credit monitoring of changes to credit bureau records associated with any individual whose **non-public personal information** may have been disclosed or used in an unauthorized manner while in **your** care and custody;
4. to assist the **Named Insured** in correcting any risk control deficiencies that may have contributed to a **privacy event**; or,
5. to assist the **Named Insured** in managing relationships with privacy regulatory authorities or law enforcement authorities.

Privacy breach notice law means any statute or regulation that requires an entity who is the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82-1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

Security breach means the failure of **your network** hardware, software, firmware, the function or purpose of which is to:

1. identify and authenticate parties prior to accessing **your network**;
2. control access to **your network** and monitor and audit such access;
3. protect against **computer viruses**;
4. defend against **denial of service attacks** upon **you** or unauthorized use of **your network** to perpetrate a **denial of service attack**;
5. ensure confidentiality, integrity and authenticity of information on **your network**.



Wrongful act means any actual or alleged error, omission, neglect or breach of duty that results in a **electronic infection** or a **security breach**.

8. Solely with respect to the coverage provided by this endorsement, section **I. DEFINITIONS**, the term **interrelated claims** and **prior acts date** are deleted in their entirety and replaced as follows:

Prior acts date, if any, is indicated at the top of this endorsement. This Policy excludes from coverage all **claims** by reason of acts or omissions that happened before the **prior acts date**.

Interrelated claims are all **claims** arising out of a single **wrongful act** or arising out of **interrelated wrongful acts**.

9. Solely with respect to the coverage provided by this endorsement, section **V. EXCLUSIONS** is amended to add the following new exclusions:

- any **claim** based on or arising out of:
 1. war, including undeclared or civil war;
 2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- any **claim** based on or arising out of:
 1. unauthorized access, **electronic infection** or a **denial of service attack** or other attack of **your network** by a domestic or foreign governmental authority; or
 2. action or order by any domestic or foreign law enforcement, administrative, regulatory or judicial bodies or other governmental authority, to ban, limit or restrict access to intercept, confiscate, monitor or analyze **your network** or any data, software or other information stored or processed on, or transmitted to or from, **your network**, whether authorized by **you** or not, including without limitation, interception, monitoring, or analysis by the NSA, CIA or FBI, or the Foreign Service Intelligence Act, the USA Patriot Act or any other domestic or foreign law, regulation or order;
- any **claim** based on or arising out of price discounts, prizes, awards, coupons or any other valuable consideration given in excess of the total contracted or expected amount;
- any **claim** based on or arising out of the inaccurate, inadequate or incomplete description of the price of goods, products or services or failure of goods, products or services to conform with an advertised quality or performance, or **your** cost guarantees, cost representations, contract price, estimates of probable costs or cost estimates being exceeded, intentional misrepresentation in advertising, false advertising or unfair or deceptive business practices;
- any **claim** based on or arising out of project planning, including but not limited to, mistakes in determining capacity needs;
- any **claim** based on or arising out of the failure to implement, maintain, enforce or follow, in whole or part, any Risk Control identified in the Risk Control Self Assessment questions set forth in the Application;
- any **claim** based on or arising out of any activity identified as a prohibited activity in the Application;
- any **claim** based on or arising out of the inability to use or lack of performance of software programs:
 1. due to expiration, cancellation, withdrawal or failure to maintain or support;
 2. that have not yet been released from their development stage, passed all test runs or proven successful in applicable daily operations; or



3. that result from **your** modification of software programs in violation of any software license agreement, including but not limited to, violation of license provisions regarding modification that invalidate a warranty;
- any **claim** based on or arising out of any theft of computer or video game points, earnings, awards or other intangible property related to computer or video games;
 - any **claim** based on or arising out of:
 1. service interruption by or of any entity that provides third parties with access to the **Internet** any telecommunications service provider or any application service provider; or
 2. partial or total electrical failure including electrical power interruption, surge, brownout or blackout; or interruptions or outages to any other utilities or elements of infrastructure, including gas, water, telephone (on-line, wireless or other), cable or satellite services;including, but not limited to, planned outages or reductions in service involving items identified in subsections 1. and 2. above.
 - any **claim** based on or arising out of: any false arrest, detention, imprisonment, malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
 - any **claim** based on or arising out of breach of any duty which a director or officer owes to a corporation or other legal entity for which such director or officer serves or by which he is employed;
 - any **claim** by or on behalf of or for the benefit of any entity:
 1. which is operated, managed, or controlled by the **Named Insured**;
 2. in which the **Named Insured** has an ownership interest in excess of 10%;
 3. which wholly or partly owns, operates, or manages the **Named Insured**;
 4. that is listed as a **you** or **your** under the policy.
 - any **claim** by or on behalf of or for the benefit of or for the benefit of or involving any licensing organization, including but not limited to ASCAP, SESAC or BMI;
 - any **claim** by or on behalf of or for the benefit of any of **you** in any capacity except and to the extent that such **claim** is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **claim** which is not otherwise excluded under this policy;
 - any **claim** based upon, directly or indirectly arising out of, or in any way involving wireless networks or components thereof unless:
 1. all transmitters and receivers in such networks are under **your** direct physical control;
 2. all information exchanged over such wireless networks is encrypted using security protocols at least as robust as Wi-Fi Protected Access (WPA); and
 3. all cryptographic keys for encryption are distributed in a manner that precludes compromise of such keys;
 4. all such wireless networks operate externally to **your network** perimeter defenses, including firewalls;
 5. all wireless access to **your network** requires at least 2 factor authentication prior to granting access,

This exclusion shall not apply to:

1. a natural person **Insured's** negligent circumvention of controls; or
2. a natural person **Insured's** intentional circumvention of controls where such circumvention was not authorized by **you**;

10. Solely with respect to the coverage provided by this endorsement, Section **VI. POLICY CONDITIONS** is amended to add a new condition as follows:

Notice of Material Change



The **Named Insured** agrees to notify us as soon as possible, but in no event later than 30 days after a material change, of any such material change to **your** business or **network**, including without limitation, any material change with respect to its answers in the application, the nature, volume, value or sensitivity of the information stored, processed or transmitted on its **network**, its ability to maintain, implement, follow and enforce any Risk Control identified in the Risk Control Self Assessment questions set forth in the Application, or the nature or scope of its business activities. We reserve the right to re-underwrite this Endorsement and re-price premiums based on these changes. In the event that the **Named Insured** fails to notify us of a material change as set forth above, and a **claim** results from that material change, we reserve the right to deny coverage of any such **claim**.

11. Solely with respect to a **privacy event** and **network damage claims**, the following new section is added:

- NOTICE OF POTENTIAL EVENT OR CLAIM

If **you** become aware of any **claim** facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event expense**, including an **electronic infection**, the **Named Insured** must do the following:

1. provide notice to us by telephone at the CNA NetProtect Claim Hotline number provided below, as soon as practical following the date upon which any of the following, their equivalents or their direct reports, becomes aware of any facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event expense**: Partners, Managing Members of an LLC, Directors, CEO, COO, CFO, CIO, IT or Network Manager, General Counsel, Chief Compliance Officer, Privacy Officer, Chief Security Officer, IT Security Manager, provided that the preceding individuals undertake reasonable measures to ensure that any such facts, situations or events, are surfaced and reported to them by their subordinates with due celerity;
2. such notice should include particular details as to the nature of the facts, situation or event; and
3. immediately forward to us all information the **Named Insured** possesses or receives in connection with the facts situation or event.

If a **privacy event** takes place, **Named Insured** must notify Insurer in accordance with item 1 above **no later than 3 days following Insured Entity's discovery of the privacy event at the following phone number:**

CNA NetProtect Claim Hotline: 631-912-7260

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)



MINIMUM REQUIRED PRACTICES ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed as follows:

The following listed requirements are deemed material to this Policy and any change must be reported in accordance with paragraph 10. of the *CPA NetProtect* endorsement:

Requirement

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)

CPA NetProtectSM - Application

THIS APPLICATION IS NEITHER AN OFFERING NOR A BINDER OF COVERAGE. ALSO, YOUR COMPLETION OF THIS APPLICATION DOES NOT OBLIGATE THE COMPANY TO OFFER COVERAGE TO YOU.

THE POLICY YOU ARE APPLYING FOR IS A CLAIMS MADE AND REPORTED POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS, AS WELL AS ANY DAMAGES AS REFERENCED IN EACH APPLICABLE COVERAGE PART, REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY WITH YOUR INSURANCE AGENT OR BROKER.

1. For how many individuals do you maintain records containing private information? _____
2. What is the maximum number of private records stored in any one location? _____
(e.g. on one laptop, disk, server, off-site storage)

3a. Please describe your outsourced services	Hosting	Financial Services & Payments	Billing or Payment Service	Back-up & Data Recovery	Shredding & Data Destruction	Records Management or Archive Service	ISP
	Enter vendor name below	Enter vendor name below	Enter vendor name below	Enter vendor name below	Enter vendor name below	Enter vendor name below	Enter vendor name below
Predominant Vendor							
Other Vendor Used							

3b. Please list and describe any other 3rd parties to whom you entrust sensitive information or on whom you rely to operate your network:

4. After inquiry of all owners, partners, officers and professionals of the firm and the firm affiliates, within the last five years:
 - A. have any past or present personnel received any complaints, claims or been subject to litigation involving matters of content injury, privacy injury, identity theft, Denial of Service attacks, computer virus infections, theft of others' information, damage to others' networks or others' ability to rely on your network or similar, or
 - B. have you sustained a privacy breach, loss or unauthorized disclosure of private or sensitive information? Yes No
If Yes, how many in the past 5 years? _____
5. Have you filed any claims under any predecessor, Professional Liability, General Liability, Crime or other policy for liability coverage similar to the coverage for which you are applying? Yes No
6. Are any individuals or organizations to be insured under this policy responsible for or aware of any prior incident, circumstance, event, complaint or litigation that could reasonably give rise to a claim under this Policy? Yes No

If you answered "yes" to questions 4, 5, or 6 above, please use a separate attachment to describe the date, location, nature, circumstance, loss and any subsequent preventive measures taken by you in association with the incident.

It is agreed by all concerned that if any of the individuals or organizations proposed for coverage under this Policy are responsible for or have knowledge of any incident, circumstance, event or litigation which could reasonably give rise to a claim, whether or not described above, any claim subsequently emanating there from shall be excluded from coverage.

CNA NetProtect List of Prohibited Activities

We agree not to engage in any of the following activities:

- a) Activities involving: adult or “mature” content, gambling and online or interstate sales of alcohol, tobacco products, firearms or weaponry.
- b) Retail securities transactions with consumers or small businesses (e.g. day trading) unless: (1) they are incidental to applicant’s other consumer or small business oriented financial services such as banking, and (2) they are governed by a trading agreement or similar contract that disclaims all of applicant’s responsibility or liability for failed transactions.
- c) Collecting or retaining others’ Social Security Numbers for any purpose other than for (1) tax reporting to governmental authorities, (2) administration of benefits plans or related individual benefits, or (3) providing financial services or insurance to your clients.
- d) Retaining credit card information after settlement of any related credit card transaction unless applicant encrypts it for storage or masks all but the last 4 digits of the credit card number.
- e) In conjunction with a credit card transaction; the recording of any personally identifiable information (e.g. phone number, address, etc.) other than the information appearing on the card unless: (1) the information is required for shipping, delivery, servicing or installation, (2) the transaction is for a security deposit, or (3) the transaction is for a cash advance.
- f) Printing any credit card information at point of sale other than either the last four digits of a customer credit card number or their credit card expiration date but not both.
- g) Sale of anyone’s private or confidential information without their written permission.
- h) Soliciting or collecting private information on minors without consent of parent or legal guardian, including “Non-public Personal Information”.
- i) Delivering unsolicited content or material to others that could be construed as “spam” or something similar (including “pop-ups”).
- j) Employing techniques to redirect others’ web searches away from their desired destination and to a URL or URI of your choice (e.g. hijack web searches or similar).
- k) Distributing or installing software or other executable files on others’ computers or networks without their written permission (installs that could be construed as spy-ware, ad-ware or something similar).
- l) Re-use private or confidential information for any purpose other than the original purpose for which it was collected as stated in your privacy policy.

I accept these terms

I decline these terms

Please answer questions 1-22 below:

		YES	NO	N/A
1	Do you enforce a company policy governing security, privacy and acceptable use of company property that must be followed by anyone who accesses your network or sensitive information in your care?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Do you prominently disclose your privacy policy and always honor it?	<input type="checkbox"/>	<input type="checkbox"/>	
3	Do you implement virus controls and filtering on all systems?	<input type="checkbox"/>	<input type="checkbox"/>	
4	Do you check for security patches to your systems at least weekly and implement them within 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	
5	Do you replace factory default settings to ensure your information security systems are securely configured?	<input type="checkbox"/>	<input type="checkbox"/>	
6	Do you re-assess your exposure to information security and privacy threats at least yearly, and enhance your risk controls in response to changes?	<input type="checkbox"/>	<input type="checkbox"/>	
7	Do you authenticate and encrypt all remote access to your network and require all such access to be from systems at least as secure as your own? (Check N/A ONLY if you do not allow remote access to your systems)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Do you physically and electronically limit access to sensitive information on a need to know basis and revoke access privileges upon a reduction in an individual’s need to know?	<input type="checkbox"/>	<input type="checkbox"/>	
9	Do you enforce a “clean desk” policy in which sensitive information must not be accessible or visible when left unattended?	<input type="checkbox"/>	<input type="checkbox"/>	
10	Do you enforce a “clear screen” policy that includes clearing computer screens and requiring user logon and password authentication to re-access the device after a period of inactivity?	<input type="checkbox"/>	<input type="checkbox"/>	
11	Do you outsource your information security management to a qualified firm specializing in security or have staff responsible for and trained in information security?	<input type="checkbox"/>	<input type="checkbox"/>	

		YES	NO	N/A
12	Whenever you entrust sensitive information to 3rd parties do you (Check N/A ONLY if you never entrust sensitive information to 3rd parties):			
	a. contractually require all such 3rd parties to protect this information with safeguards at least as good as your own?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. perform due diligence on each such 3rd parties to ensure that their safeguards for protecting sensitive information meet your standards (e.g. conduct security/privacy audits or review findings of independent security/privacy auditors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c. audit all such 3rd parties at least once per year to ensure that they continuously satisfy your standards for safeguarding sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d. contractually require them to defend and indemnify you if they contribute to a confidentiality or privacy breach?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e. require them to either have sufficient liquid assets or maintain enough insurance to cover their liability arising from a breach of privacy or confidentiality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Do you have a way to detect unauthorized access or attempts to access sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Do you retain Non-public Personal Information and others' sensitive information only for as long as needed and when no longer needed irreversibly erase or destroy same using a technique that leaves no residual information?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Do you know what sensitive or private information is in your custody along with whose info it is, where it is and how to contact individuals if their information is breached?	<input type="checkbox"/>	<input type="checkbox"/>	
16	At least once a year, do you provide security awareness training for everyone who accesses your network or sensitive information in your care?	<input type="checkbox"/>	<input type="checkbox"/>	
17	On your wireless networks: do you use security at least as strong as WPA authentication and encryption, and do you require two factor authentication (e.g. Some combination of VPN or Access token, and password/account logon) before allowing wireless connections to your network? (Check NA ONLY if you do not use wireless networks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	When transporting devices that contain sensitive information, do you always either: 1) encrypt the information on the device, or 2) ensure that the device is always under the direct physical control of an individual who has authorized access to the stored information (e.g. device is never left unattended anywhere)? (Check NA ONLY if you never allow devices containing sensitive information to be removed from your premises)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Similar to item 18 above, when transporting sensitive written records, do you ensure that the records are always under the direct physical control of an individual who has authorized access to the record (e.g. record is never left unattended anywhere)? (Check NA ONLY if you never allow sensitive records to be removed from your premises)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	On your website, do you prominently display disclaimers & warnings on 3rd party privacy policies which may differ from your own wherever you provide links to such third party sites? (Check NA if you do not link to 3rd party sites)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Do you back-up your network data and configuration files daily and store back-up files in a secure location, and rehearse your procedure for restoring from back-ups at least yearly?	<input type="checkbox"/>	<input type="checkbox"/>	
22	Do you have a written procedure that you rehearse at least yearly to ensure that you are proficient in responding to and recovering from network disruptions, intrusions, data loss and breaches of the following types:			
	a. network attacks & incidents (including malicious code, hacking, spy-ware)?	<input type="checkbox"/>	<input type="checkbox"/>	
	b. privacy/confidentiality breaches?	<input type="checkbox"/>	<input type="checkbox"/>	
	c. denial of service attacks?	<input type="checkbox"/>	<input type="checkbox"/>	
	If your annual revenue is \$10 million or greater, please answer questions 23 and 24 below:			
23	Do you control and track all changes to your network to ensure that it remains secure?	<input type="checkbox"/>	<input type="checkbox"/>	
24	Do you disallow all development activity (e.g. programming) and tools (e.g. compilers, linkers, assemblers and other development tools) on your production network?	<input type="checkbox"/>	<input type="checkbox"/>	

Do you agree to continuously implement all of these controls throughout the policy period? Yes No

Applicant hereby declares, after inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made (“the Company”) as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant’s failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant or any Subsidiary or Predecessor Firm listed in this application. Application must be signed by duly authorized partner, officer or director of the Applicant.

Applicant’s Signature: _____

Applicant’s Printed Name: _____

Title: _____ Date: _____

FRAUD NOTICE – Where Applicable Under The Law of Your State

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties (For DC residents only: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by applicant.) (For FL residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.) (For LA residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.) (For ME residents only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.) (For NY residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For PA residents only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.) (For TN & WA residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For VT residents only: any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.)



SERFF Tracking Number: CNAC-125913337 *State:* Arkansas
Filing Company: Continental Casualty Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-F2248
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions
Liability

Product Name: Accountants NetProtect Program
Project Name/Number: Accountants NetProtect Program /08-F2248

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125913337 State: Arkansas
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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Accountants NetProtect Program
Project Name/Number: Accountants NetProtect Program /08-F2248

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	11/21/2008
Comments:		
Attachments: AR PC TD .pdf PC FF.pdf		
Satisfied -Name: Cover Letter	Review Status: Approved	11/21/2008
Comments:		
Attachment: AR 08-F2248 Forms Cover let .pdf		
Satisfied -Name: FOrms Memo	Review Status: Approved	11/21/2008
Comments:		
Attachment: 08-2248_102008_FORMS MEMORANDUM .pdf		

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 #	08-F2248
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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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On behalf of Continental Casualty Company, we hereby submit for your review and approval the attached new forms and updated manual rates & rules for use with our approved Accountants Professional Liability Program currently on file with your department.

Attached for your review is:

- the forms filing memorandum which provides further details regarding the new forms included in this filing;
- copies of the all new forms.

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 #: EFT
Amount: 50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	08-F2248			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	08-R2248			
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	CPA NetProtect Endorsement	GSL2403 (10/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Minimum Required Practices Endorsement	GSL11602XX (11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	CPA NetProtect Application	GSL11489 (10/08)	<input checked="" 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		



40 Wall Street – 9th Floor
New York, New York 10005

Robert Alonzo

State Filing Analyst
P & C State Filing Unit
CNA Global Specialty Lines

November 20, 2008

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Toll Free 877-269-3277 x 3478
Internet robert.alonzo@cna.com

ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: CONTINENTAL CASUALTY COMPANY NAIC #: 218-20443 FEIN#: 36-2114545
Accountants Professional Liability Program
Forms
Our File #: 08-F2248

On behalf of Continental Casualty Company, we hereby submit for your review and approval the attached new forms and updated manual rates & rules for use with our approved Accountants Professional Liability Program currently on file with your department.

Attached for your review is:

- the forms filing memorandum which provides further details regarding the new forms included in this filing;
- copies of the all new forms.

Please note that the corresponding rates/rules are being submitted simultaneously under separate cover,

We propose that this filing become applicable to all policies written on or after January 1, 2009, or the earliest date permitted by your state.

Sincerely,

Robert Alonzo

Robert Alonzo
State Filing Analyst

**FORMS FILING MEMORANDUM
ACCOUNTANTS PROFESSIONAL LIABILITY PROGRAM
FILING # 08-F2248
COUNTRYWIDE**

GSL2403 (10/08)

CPA NetProtect Endorsement

This endorsement broadens coverage to the Named Insured and any “you” and “your” as defined in the policy by providing Privacy Event Expense coverage which provides reimbursement of an insured’s reasonable and necessary costs incurred if a privacy breach is sustained. The endorsement further provides Network Damage Claim coverage if the insured is sued because their network is used to attack or damage another’s network

GSL11602XX (11/08)

Minimum Required Practices Endorsement

This endorsement is attached when an applicant firm does not meet the minimum acceptable practices to receive the CPA NetProtect coverage. Rather than declining the firm we will advise the firm of the required practice they must agree to obtain coverage, this endorsement will list that minimum required practice.

GSL11489 (10/08)

CPA NetProtect Application