

SERFF Tracking Number: CNAB-125930453 State: Arkansas  
First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$300  
Company Tracking Number: 08-F3310  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Property  
Project Name/Number: New Endorsements /08-F/R3310

## Filing at a Glance

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

Product Name: Property	SERFF Tr Num: CNAB-125930453	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$300
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 08-F3310	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Roberta Cooper, Ruby McGhee	Disposition Date: 12/08/2008
	Date Submitted: 12/06/2008	Disposition Status: Approved
Effective Date Requested (New): 03/01/2009		Effective Date (New): 03/01/2009
Effective Date Requested (Renewal): 03/01/2009		Effective Date (Renewal): 03/01/2009

State Filing Description:

## General Information

Project Name: New Endorsements	Status of Filing in Domicile:
Project Number: 08-F/R3310	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 12/08/2008	
State Status Changed: 12/08/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The new endorsements are being filed along with their accompanying rate factors and rules described in the filing memorandum. None of these endorsements are mandatory and can only be added with the agreement of the insured. These endorsements are designed for mid-sized commercial insurance users, not for personal or homeowner insureds.

<i>SERFF Tracking Number:</i>	<i>CNAB-125930453</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$300</i>
<i>Company Tracking Number:</i>	<i>08-F3310</i>		
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Some of these endorsements require additional premium charges. However there is no impact to currently filed base property rates, loss cost multipliers, company deviations or package modifications.

## Company and Contact

### Filing Contact Information

Roberta F. Cooper, State Filing Consultant	roberta.cooper@cna.com
333 S. Wabash	(312) 822-4292 [Phone]
Chicago, IL 60685	(312) 755-2394[FAX]

### Filing Company Information

Continental Insurance Company	CoCode: 35289	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 13-5010440	
(312) 822-4292 ext. [Phone]	-----	

American Casualty Company of Reading PA	CoCode: 20427	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 23-0342560	
(312) 822-4292 ext. [Phone]	-----	

National Fire Insurance Company of Hartford	CoCode: 20478	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 06-0464510	
(312) 822-4292 ext. [Phone]	-----	

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Transportation Insurance Company 333 South Wabash  37th Floor Chicago, IL 60604  (312) 822-4292 ext. [Phone]	CoCode: 20494 Group Code: 218  Group Name: CNA Insurance Companies FEIN Number: 36-1877247 -----	State of Domicile: Illinois Company Type: Property and Casualty  State ID Number:
Valley Forge Insurance Company 333 South Wabash  37th Floor Chicago, IL 60604  (312) 822-4292 ext. [Phone]	CoCode: 20508 Group Code: 218  Group Name: CNA Insurance Companies FEIN Number: 23-1620527 -----	State of Domicile: Pennsylvania Company Type: Property and Casualty  State ID Number:
Continental Casualty Company 333 South Wabash  Chicago , IL 60604  (312) 822-4292 ext. [Phone]	CoCode: 20443 Group Code: 218  Group Name: CNA Insurance Companies FEIN Number: 36-2114545 -----	State of Domicile: Illinois Company Type: Property and Casualty  State ID Number:

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## Filing Fees

Fee Required?      Yes  
 Fee Amount:      \$300.00  
 Retaliatory?      No  
 Fee Explanation:      We are the sending the required fee of \$50 per submission. We are filing 6 companies  
 Per Company:      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Insurance Company	\$300.00	12/06/2008	24378483
American Casualty Company of Reading PA	\$0.00	12/06/2008	
National Fire Insurance Company of Hartford	\$0.00	12/06/2008	
Transportation Insurance Company	\$0.00	12/06/2008	
Valley Forge Insurance Company	\$0.00	12/06/2008	
Continental Casualty Company	\$0.00	12/06/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/08/2008	12/08/2008

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## Disposition

Disposition Date: 12/08/2008  
Effective Date (New): 03/01/2009  
Effective Date (Renewal): 03/01/2009  
Status: Approved  
Comment:

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
Supporting Document	Filing Memo	Approved	Yes
Form	Business Income-Seasonal Increase Endorsement	Approved	Yes
Form	Business Personal Property -Seasonal Increase Endorsement	Approved	Yes
Form	Contingent Building Coverage	Approved	Yes
Form	Disease & Contamination Endorsement	Approved	Yes
Form	Emergency Management Coverage	Approved	Yes
Form	Enhanced Building Valuation	Approved	Yes
Form	Ordinance or Law-Amended Loss Payment Endorsement	Approved	Yes
Form	Peak Season Limit of Insurance - Business Income	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Income-Seasonal Increase Endorsement	G-300671-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300671-A.pdf
Approved	Business Personal Property - Seasonal Increase Endorsement	G-300670-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300670-A.pdf
Approved	Contingent Building Coverage	G-300669-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300669-A.pdf
Approved	Disease & Contamination Endorsement	G-300662-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300662-A.pdf
Approved	Emergency Management Coverage	G-300672-A-	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300672-A.pdf
Approved	Enhanced Building Valuation	G-300673-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300673-A.pdf
Approved	Ordinance or Law-Amended Loss Payment Endorsement	G-300663-A	11/08	Endorsement/Amendment/Conditions	New	0.00	G-300663A.pdf
Approved	Peak Season Limit of Insurance	G-300675-A	11/08	Endorsement/Amendment	New	0.00	G-300675-A.pdf

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- Business ent/Condi  
Income ons





**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS INCOME – SEASONAL INCREASE ENDORSEMENT**

This endorsement amends coverage under the following:

**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

**SCHEDULE\***

**Premises No.**

**Building No.**

\* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

Subject to the Exclusions, Conditions and Limitations of this policy, you may extend this insurance as indicated below.

1. The Limits of Insurance for Business Income shown in the Declarations for the locations described on the schedule of this endorsement will be automatically increased to account for any seasonal increase in sales or receipts. The amount of this increase will be up to 25% of the applicable Limit of Insurance in the Declarations, up to a maximum of \$250,000.

This coverage does not apply if the Business Income coverage is subject to a blanket limit or to any value reporting provisions.

2. If coinsurance applies under this policy, the Limit of Insurance for Business Income referenced under the coinsurance condition will be increased by 25%, up to a maximum of \$250,000 to determine compliance with the coinsurance percentage shown in the Declarations.



**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS PERSONAL PROPERTY – SEASONAL INCREASE  
ENDORSEMENT**

This endorsement amends coverage under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**SCHEDULE\***

**Premises No.**

**Building No.**

\* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

Subject to the Exclusions, Conditions and Limitations of this policy, you may extend this insurance as indicated below.

1. The Limits of Insurance for "Stock" or Business Personal Property in the Declarations for the locations described on the schedule of this endorsement will be automatically increased to account for any seasonal increase in values. The amount of this increase will be up to 25% of the applicable Limit of Insurance in the Declarations, up to a maximum of \$250,000.

This coverage does not apply if the "Stock" or Business Personal Property coverage is subject to a blanket limit or to any value reporting provisions.

2. This increase will apply only if the Limit of Insurance shown for Business Personal Property or "Stock" in the Declarations is at least 100% of your average monthly values during the lesser of:
  - a. The 12 months immediately preceding the date the loss or damage occurs; or
  - b. The period of time you have been in business at the location where the loss or damage occurs, on the date the loss or damage occurs.
3. If coinsurance applies under this policy, the Limit of Insurance for the property referenced under the coinsurance condition will be increased by 25%, up to a maximum of \$250,000 to determine compliance with the coinsurance percentage shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTINGENT BUILDING COVERAGE**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**SCHEDULE\***

<u>Prem. No.</u>	<u>Building No.</u>	<u>Limit of Insurance</u>
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\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Contingent Building Coverage**

**A.** The buildings covered at the locations described in the above schedule of this endorsement are buildings you own and lease to others where the lessee is required to provide the building insurance under a written agreement (the agreement) to cover your interest in the property (also called a triple net lease). Coverage for these buildings is on a contingent basis only.

Coverage will only apply if the locations of the buildings are shown in the above schedule of this endorsement and if Building coverage applies for the same described premises in the Declarations of the policy. Coverage applies if, at the time of loss or damage, your financial interest in the buildings was not protected because the lessee:

- a) Did not actually purchase the required insurance or had allowed the required insurance to lapse.
- b) Did not meet a condition of the required insurance so the insurance was uncollectible.
- c) Purchased insurance that did not cover or did not fully cover the loss or damage because the coverage or Limits of Insurance were less than required under the terms of the written agreement.

Coverage under this endorsement will only apply to the difference between the lessee's building insurance and the insurance required to be provided under the agreement. This coverage will not exceed the lesser of the insurance required under the agreement or the Building coverage provided by this policy for the described premises. However, loss or damage resulting directly or indirectly from earth movement or flood are not covered under this endorsement, even if these causes of loss are otherwise required under the agreement.

**B. Limits of Insurance**

The coverage provided by this endorsement will cover the difference between the limits, terms and conditions of the lessee's building insurance and the limits, terms and conditions of the building insurance required under the agreement. However, we will pay no more for all covered loss or damage in any one occurrence than the Limit of Insurance shown in the above Schedule of this endorsement.

**C. Deductible**

We will not pay for loss or damage covered by this endorsement in any one occurrence until the amount of covered loss or damage exceeds the greater of the deductible:

- a) applicable for Building coverage under this policy as shown in the Declarations for the described premises.
- b) Applicable for Building coverage, as required by the agreement to be provided by the lessee's building insurance policy.

**D. Valuation**

For any loss covered by this endorsement, if there is a difference between the valuation method required under the agreement and the valuation applicable for the Building coverage provided by this policy, the lesser of the two valuations will be used in settling the covered loss.

**E. The Additional Coverages and Coverage Extensions provided elsewhere under the Building and Personal Property Coverage Form do not apply to the coverage provided under this endorsement with the exception of the following:**

The limit applicable for "Newly Acquired or Constructed Property – Buildings" applies for your newly leased Buildings where the lessee is required to provide building insurance under the terms of a written agreement. In addition, the reporting requirements for newly leased property will be as described under the "Period of Coverage" portion of this Coverage Extension and will apply to property newly leased rather than property newly acquired or constructed.

**F. Other Terms and Conditions**

- a) Coinsurance does not apply to coverage provided by this endorsement.
- b) If any other insurance applies to the same loss or damage covered by this endorsement, we will only pay the covered loss or damage that is excess of the amount due from the other insurance, whether collectible or not, up to the applicable Limit of Insurance shown in the above Schedule.
- c) The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

At the time this policy is issued, you must verify the lessee has actually purchased and maintained the required insurance, in accordance with the terms of the agreement. This verification must take the form of a Certificate of Insurance that includes the address of the property and descriptions of the coverage and limits applicable for the property, all as in accordance with the terms of the agreement.

You must also verify that you have been named as a loss payee under the required insurance policy. You must notify us immediately if you find that the required insurance has lapsed or is inadequate according to the terms of the agreement.

You must keep current, ongoing and accurate records, as required by us, of all property that are subject to a written agreement requiring lessees to provide Building insurance. This record must be immediately available and provided to us upon our request.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DISEASE AND CONTAMINATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
- BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

**SCHEDULE\***

**Limit of Insurance:**        \$ \_\_\_\_\_

\*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the following is added to Section A. COVERAGE, Part 4. Additional Coverages:**

**DISEASE & CONTAMINATION COVERAGE**

We will pay for loss to your covered property caused by or resulting from an occurrence where a public health authority (federal, state or local) has ordered the evacuation or decontamination of a described premises.

The evacuation or decontamination order must be due to:

- Contamination of covered property.
- Sickness or disease spread between or among people or animals at the premises.

This contamination, sickness or disease must result from the transmission of:

- a foreign substance;
- biological agent;
- organism or virus.

We will also pay or reimburse the resulting costs you incur to:

1. Evacuate the described premises that has been contaminated, if required.
2. Clean, replace and to safely and legally remove (if necessary) the contaminated property.
3. Test to ensure that the disease or contamination has been removed or reduced to a safe level after the premises has been cleaned.

**B. If the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM applies at the described location, we will pay for loss of Business Income during the "period of restoration" resulting from the necessary "suspension" of your "operations". We will also pay the necessary expenses you incur during the "period of restoration" that you would not have incurred had there been no "suspension" of your "operations". This "suspension" must be caused by loss described under Paragraph A.**

If the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM applies at the described location, we will pay for loss of Business Income during the "period of restoration" resulting from the necessary "suspension" of your "operations". This "suspension" must be caused by loss described under Paragraph A.

**C. Contamination, sickness or disease caused by any of the following is not covered.**

1. Improper or faulty:
  - a. Workmanship, design, specifications or materials.
  - b. Monitoring or testing for contaminants.
2. Improper blending of ingredients.
3. Use of already contaminated ingredients.

4. Refrigerants.
5. Mechanical breakdown of any temperature or humidity control apparatus.
6. Discharge, dispersal, seepage, migration, release or escape of "pollutants".

Other exclusions or limitations in this policy that conflict with the terms and conditions of this endorsement do not apply, but only to the extent of the coverage provided.

**D. The following losses to property or costs incurred are not covered under this endorsement.**

1. Covered property rejected or disposed because of quality control standards or public health authority requirements. However, we will pay for loss to the covered property if the reason it is rejected or disposed is because it was contaminated as described in Paragraph A. above.
2. Normal decay or deterioration.
3. Costs and expenses incurred in the normal:
  - a. Maintenance;
  - b. Monitoring; or
  - c. Testingof covered property for disease or contamination.
4. Loss resulting when your described premise is closed or quarantined due to sickness among your employees. However, coverage will apply to the extent the sickness in turn causes the direct contamination of covered property.
5. Any fines or penalties imposed by public health authorities or any civil liabilities. This includes those arising out of a loss covered by this endorsement.

**E. LIMIT OF INSURANCE**

This endorsement is subject to an annual aggregate limit of \$25,000, unless a different limit is shown in the above Schedule. An annual aggregate limit is the most we will pay for the total of all losses occurring under this endorsement in any one policy period. This limit applies no matter the number of losses that are actually subject to the terms of conditions of this endorsement during this period.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMERGENCY MANAGEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

**SCHEDULE\***

**Limit of Insurance:** \$ \_\_\_\_\_

**Aggregate Limit of Insurance:** \$ \_\_\_\_\_

\*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the following is added to SECTION A. COVERAGE, Part 4. Additional Coverages:**

**EMERGENCY MANAGEMENT COVERAGE**

**1. We will pay the following additional expenses you incur as a result of an emergency event occurring at one of your described premises scheduled in the Declarations.**

**a. Funeral or Counseling Expenses**

We will pay the funeral or counseling expenses for:

- (1) You, your partners, officers, managers, staff, employees or volunteers.**
- (2) Your patients, residents, visitors or customers that witnessed or were injured in the event.**

**b. Communications Expenses**

We will pay media or public relations expenses to help manage communications regarding the incident to the public, including customers and employees. These communications include:

- (1) Facts of the incident.**
- (2) Subsequent steps taken for remediation and prevention of future events.**
- (3) Plans for re-opening the building or re-starting operations.**

**c. Business Income**

If the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM or BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM apply at the described premises where the emergency event has occurred, the following is added **Additional Coverages** under **SECTION A. COVERAGE** of these Coverage Forms:

We will also pay your loss of business income resulting from the necessary suspension of your "operations" due to the occurrence of an emergency event at a described premises scheduled in the Declarations.

We will pay your loss of business income for up to 60 days after the occurrence of the emergency event, subject to the applicable Limit of Insurance for this endorsement. Any coverage for extended period of indemnity provided under the policy does not apply to this endorsement. Also, no waiting period deductible applicable to Business Income coverage extends to this endorsement.

**2. An emergency event means one that involves one or more of the following:**

- a. An actual, attempted or threatened felony or act of violence, such as an armed robbery, assault, kidnapping, stalking, or use of a firearm.**
- b. An incident involving an accident, such as a fire or explosion or a construction or workplace accident.**

- c. Accidental and unintentional contamination of covered property, including food or drink, resulting in the spread of sickness, illness or death of person(s) on the premises. The contamination must result from the transmission of a foreign substance, biological agent, disease, organism or virus.

The event or incident must have involved or been witnessed by one or more of your employees, customers or tenants.

The costs must have been incurred within 60 days after the occurrence of the emergency event, subject to the applicable Limit of Insurance for this endorsement. You must notify us of the event or incident within 48 hours of its occurrence, whether it is later considered to be covered by this endorsement or not.

Coinsurance does not apply to this endorsement.

**B. Under this endorsement, we will not pay for any emergency management expenses arising out of:**

1. Strike, bomb threat or false fire alarm.
2. Planned vacating drill.
3. Funeral or counseling expenses of one or more persons that is due and confined to their individual medical condition.
4. Emergency vacating expenses.
5. Any emergency event precipitated by you, your partners or officers.
6. Earth movement or volcanic action.
7. Flood.
8. Windstorm or hail.
9. Any expenses associated with any third party liability claim that may arise out of the emergency event or incident.
10. Contamination, sickness or disease caused by any of the following is not covered.
  - a. Improper or faulty:
    - (1) Workmanship, design, specifications or materials.
    - (2) Monitoring or testing for contaminants.
  - b. Improper blending of ingredients.
  - c. Use of already contaminated ingredients.
  - d. Refrigerants.
  - e. Mechanical breakdown of any temperature or humidity control apparatus.
  - f. Discharge, dispersal, seepage, migration, release or escape of "pollutants".

In addition, except as otherwise noted, all other exclusions or limitations in your policy will also apply to this Extension.

**D. LIMIT OF INSURANCE**

The most we will pay in any single emergency event occurrence covered under this endorsement is \$25,000 unless a different limit is shown in the above Schedule of this endorsement. This limit applies separately to the Funeral or Counseling Expenses (Section A.1.a.), Communications Expenses (Section A.1.b.) and Business Income (Section A.1.3.) (unless there is no Business Income coverage on the policy, in which case no coverage applies) described above.

The annual aggregate limit is the most we will pay for the total of all losses occurring under this endorsement in any one policy period, no matter the number of losses that are actually subject to the terms of conditions of this endorsement during this period. This annual aggregate limit also applies separately to each coverage described above in Section A. If no aggregate limit is shown in the above Schedule of this endorsement, then no aggregate applies.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## **ENHANCED BUILDING VALUATION ENDORSEMENT**

This endorsement amends coverage under the following:

### **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

#### **SCHEDULE \***

\*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** For building coverage at the location(s) described in the schedule of this endorsement, Paragraphs **(3) & (4)** under SECTION E., **LOSS CONDITIONS**, Part 7. **Valuation**, Paragraph **a.** are deleted in their entirety and replaced by the following:
- (3)** Subject to **(4)** below, we will not pay more for loss or damage than the least of the following amounts:
    - (a)** The cost to replace the lost or damaged property with other property:
      - (i)** Of comparable material and quality; and
      - (ii)** Used for the same purpose; or
    - (b)** The amount actually spent that is necessary to repair or replace the lost or damaged property.
    - (c)** Up to 150% of the Limit of Insurance shown in the Declarations for the building shown in the schedule of this endorsement, if the building is replaced at the same premises. No blanket limits provided under this policy applies to buildings covered by this endorsement.
  - (4)** The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except to the extent provided under any Ordinance or Law Coverage endorsement or additional coverage provided under this policy.
- B.** The following additional conditions also apply to the buildings at the location(s) described in the endorsement:
- 1. Coinsurance does not apply.
  - 2. This coverage does not apply if the Building coverage is subject to a blanket limit or to any value reporting provisions.
  - 3. If the building is not repaired or replaced at the same premises, then none of the terms of this endorsement will apply and the building will be subject to the Limit of Insurance, valuation, coinsurance and other conditions applicable to the lost or damaged property.
  - 4. In the event of partial loss or damage to building(s), the terms and conditions of this endorsement will apply to the repair or replacement.
  - 5. We will pay no more than the Actual Cash Value for loss or damage until actual repair or replacement is completed.

6. For buildings with unique features of historic or artistic significance, comparable material and quality will include use of nearly identical or special materials and use of special craftsmanship, including specialized contractors or artisans, to satisfactorily restore the building and reproduce its unique features.
7. You will notify us within 90 days from the start of any alteration, addition or repair to the building(s), scheduled in this endorsement, which will increase the replacement cost of the building by \$100,000 or 5 percent of the limit of liability whichever is less, and;
  - a. Any such alteration, addition or repair may not extend to change the basic function, purpose or use of the structure; and
  - b. The policy will be endorsed to reflect the increase in value, and additional premium will be computed from the date construction begins.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ORDINANCE OR LAW - AMENDED LOSS PAYMENT**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**SCHEDULE\***

**Premises No.      Building No.**

\* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations. The building(s) at the premises described in the Schedule of this endorsement and shown as a described premises in the Declarations is subject to an ordinance or law that:

- (i) Regulates demolition, construction or repair of buildings; or
- (ii) Establishes zoning or land use requirements.

As a result, the ordinance or law limits the size or height of any building that is re-built at the scheduled premises.

Accordingly, the following loss payment provision applies if a covered loss occurs to the building scheduled above and if that building is subject to any Ordinance or Law coverage provided under this policy:

If the building is repaired or replaced at the same premises, we will pay no more for loss to the building, including Coverage for Loss to the Undamaged Portion of the Building, than the lesser of:

- (i) The amount you actually spend to repair, rebuild or reconstruct the covered building to the reduced size or height permitted by the applicable ordinance or law. We will also pay the actual cash value of any portion of the building not permitted to be repaired or rebuilt due to the enforcement of such ordinance or law. The total amount paid cannot exceed the cost to restore the building on the same site and to the same height, floor area, style and comparable quality of the original property insured.
- (ii) The Limit of Insurance applicable to the covered building property shown in the Declarations.

If coinsurance applies to the buildings at the described locations, the value of this Covered Property for coinsurance purposes will also be adjusted to:

- The valuation indicated in the Declarations for the described locations for the portion of the building that is repaired, rebuilt or reconstructed.
- Actual cash value for the portion of the building not permitted to be repaired or rebuilt.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **PEAK SEASON LIMIT OF INSURANCE – BUSINESS INCOME**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

### **SCHEDULE\***

<u>Prem No.</u>	<u>Bldg. No.</u>	<u>Peak Season Additional Limit of Insurance</u>	<u>Peak Season Period:</u>	
			<u>From</u>	<u>To</u>

The Limit of Insurance on business income is increased to include the amount shown in the Schedule:

- A. At the described location(s); and
- B. Only from 12:01 A.M. Standard Time of the first day to 12:01 A.M. Standard Time of the last day of the applicable period(s) shown in the Schedule.

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

*SERFF Tracking Number:* CNAB-125930453      *State:* Arkansas  
*First Filing Company:* Continental Insurance Company, ...      *State Tracking Number:* EFT \$300  
*Company Tracking Number:* 08-F3310  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)  
*Product Name:* Property  
*Project Name/Number:* New Endorsements /08-F/R3310

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAB-125930453 State: Arkansas  
First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$300  
Company Tracking Number: 08-F3310  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Property  
Project Name/Number: New Endorsements /08-F/R3310

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/08/2008

**Comments:**

**Attachment:**

08-FR3310 NM Form Transmittal0001.pdf

**Satisfied -Name:** Filing Memo **Review Status:** Approved 12/08/2008

**Comments:**

**Attachment:**

08-FR3310 Filing Memo0001.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	<input type="checkbox"/> New Business	
	<input type="checkbox"/> Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
CNA Insurance Companies	218

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Continental Casualty Company	IL	20443	36-2114545	IL:
National Fire Insurance Company of Hartford	IL	20478	06-0464510	IL
American Casualty Company of Reading, PA	PA	20427	23-0342560	PA
Transportation Insurance Company	IL	20494	36-1877247	IL
Valley Forge Insurance Company	PA	20508	23-1620527	PA
The Continental Insurance Company	PA	35289	13-5010440	PA

<b>5. Company Tracking Number</b>	<b>08-F3310</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
Roberta F. Cooper	State Filing Consultant	312-822-4292	312-755-2394	<a href="mailto:roberta.cooper@cna.com">roberta.cooper@cna.com</a>
333 South Wabash Chicago, IL 60604				
7. Signature of authorized filer		<i>Roberta F. Cooper</i>		
8. Please print name of authorized filer		Roberta F. Cooper		

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

9. Type of Insurance (TOI)	Property
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)	Property-Fire and Allied Lines
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> <b>Forms</b> <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03-01-2009                      Renewal: 03-01-2009
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	12-04-2008

<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
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## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	08-F3310
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The attached new endorsements are being filed , along with their accompanying rate factors and rules. None of these endorsements are mandatory and can only be added with the agreement of the insured. These endorsements are designed for mid-sized commercial insurance users, not for personal or homeowner insureds. Some of these endorsements require addition premium charges. However, there is no impact to currently filed base property rates, loss cost multipliers, company deviations or package modifications.

<b>22. Filing Fees</b> (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.)**

## 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>		<b>08-F3310</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
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	Business Income-Seasonal Increase Endorsement	G-300671-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Business Personal Property- Seasonal Increase Endorsement	G-300670-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contingent Building Insurance	G-300699-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Disease & Contamination Endt.	G-300662-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Emergency Management Coverage	G-300672-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Enhanced Building Valuation	G-300673-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Ordinance or Law- Amended Loss Payment Endorsment	G-300663-A(Ed 11/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Peak Season Limit of Insurance -Business Income	G-300675-A(Ed 11/08)	<input checked="" 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		

## **FORMS, RATES & RULES FILING MEMORANDUM 08-F3310**

The following new endorsements are being filed, along with their accompanying rate factors and rules, as described below. None of these endorsements are mandatory and can only be added with the agreement of the insured. These endorsements are designed for mid-sized commercial insurance users, not for personal or homeowner insureds. Some of these endorsements require additional premium charges. However, there is no impact to currently filed base property rates, loss cost multipliers, company deviations or package modifications.

### **Business Income – Seasonal Increase Endorsement - G-300671**

**Form:** This endorsement increases the Business Income limit for the described locations by 25%, up to a maximum of \$250,000 to account for seasonal increases in sales or receipts. This endorsement does not apply to Business Income subject to a blanket limit or value reporting provisions. Coinsurance provisions are adjusted to account for this potential increase in limits.

**Rule:** A rate factor of 1.05 will be applied to the Business Income rates at the locations subject to the seasonal increase. This was set based off of half of the agreed value factor of 1.10 applicable for Business Income. The agreed value coverage suspends coinsurance – this endorsement does not suspend coinsurance but only allows for the seasonal adjustment of limits for unexpected seasonal variation in sales. As a result, the rate factor is not as significant as for agreed value.

### **Business Personal Property – Seasonal Increase Endorsement - G-300670**

**Form:** This endorsement increases the Business Personal Property limit for the described locations by 25%, up to a maximum of \$250,000 to account for seasonal increases in values. This endorsement does not apply to Business Personal Property subject to a blanket limit or value reporting provisions. Coinsurance provisions are adjusted to account for this potential increase in limits.

**Rule:** A rate factor of 1.025 will be applied to the Business Personal Property rates at the locations subject to the seasonal increase. This was set based off of half of the agreed value factor of 1.05 applicable for Business Personal Property. The agreed value coverage suspends coinsurance – this endorsement does not suspend coinsurance but only allows for the seasonal adjustment of limits for unexpected seasonal variation in values. As a result, the rate factor is not as significant as for agreed value.

### **Contingent Building Insurance, G-300669**

**Form:** This endorsement amends building coverage to apply only to the extent that insurance on the building was required to be provided by another party but, at the time of loss, this insurance is not in effect for the coverages and limits required, such as a triple net lease arrangement.

**Rule:** Coverage will apply to building insurance at the location(s) described the schedule of the endorsement.

Since coverage is on a contingent basis to the extent required, premium for the building insurance will be reduced. If the limits required to be provided by others are the same as the limits for the building on the policy, a 75% credit will apply to the rates charged for the building. This credit was based off the 0.25 factor that is applied to building insurance for Fire Legal Liability coverage, which applies only when the insured is legally liable for the loss (See ISO Rule. 66.E.1. under Division Five – Fire and Allied Lines).

When the limits required to be provided by others are less than the limits of insurance for the applicable buildings on the policy, this credit will be reduced proportionately by the amount the required limits bear to the limits on the policy.

#### **Disease & Contamination Endorsement, G-300662**

**Form:** This endorsement covers the insured's loss or property, reimbursement of expenses and loss of business income that results from an occurrence where the insured's property is determined to be contaminated by a public health authority, requiring the cleaning and evacuation of the described premises. Coverage is provided for \$25,000 annual aggregate with the capability of increasing this limit.

**Rate & Rule:** This endorsement will be added to the policy for a flat charge of \$75 and the rate for increasing this limit is \$0.35 per \$100 of increase. The rate is the same rate that applies under CNA's Medical Technology endorsement (G-118996) for increasing Bio-Contamination limits – the \$0.35 rate applies to National Institutes of Health Class P2 biocontaminants. The flat premium charge was determined by multiplying the \$25,000 included limit (per \$100) times the the \$0.35 rate. This actually comes to \$87.50, which we reduced to \$75.

#### **Emergency Management Coverage, G-300672**

**Form:** This endorsement amends the Business Income coverages for loss of income due to suspension of operations resulting from the occurrence of an emergency on the described premises. Coverage is also included to reimburse expenses incurred for funeral and counseling expenses, as well as media and public relations. The limit of insurance for this coverage is \$25,000 for any one emergency, unless a higher limit is shown on the Dec.

**Rate & Rule:** This endorsement will be added to the policy for a flat charge of \$60 per location and the rate for increasing this limit is \$0.20 per \$100 of increase. This premium and rate was based from competitive information. These competitors charge different premiums by industry or segment. We totaled the premiums for \$25,000 for each segment and averaged them to come up with the \$60 flat charge. For increasing the limits, we reviewed the increase in premiums for each of these segments in going from \$25,000 up to \$100,000, and then divided the average increase by \$100 to come up an average rate or approximately \$0.20.

#### **Enhanced Building Valuation - G-300673**

**Form:** This endorsement amends building loss payment conditions so that the Limit of Insurance shown in the Property Declarations for the locations scheduled in the endorsement are increased to 150% of the specified limit. Also adds specific provisions for covering additional costs of restoring special architectural or historical building features and waives coinsurance.

**Rule:** A rate factor of 1.005 will be applied to the Building rates at the locations subject to the seasonal increase. This is half of the factor of 1.01 that is used on CNA's Guaranteed Replacement Cost endorsement, where there is no specified cap on the amount the Limit of Insurance for the Building may be increased. However, when rating these buildings, the 100% replacement valuation for the building will be used as the limit of insurance and multiplied by the 80% coinsurance rate.

#### **Ordinance or Law – Amended Loss Payment Endorsement, G-300663**

**Form:** This endorsement applies when a building ordinance does not allow the insured to replace their building to the same size or height as their current building, but with one that is smaller. This endorsement addresses the adjustment of loss payment conditions for this situation so that the insured is paid for replacement cost for the portion of the building that is replaced and ACV for the portion of the building not allowed to be replaced.

**Rule:** No premium or rate change applies with this endorsement. However, the applicable limit of insurance must be adjusted to accommodate the amended loss payment provisions.

**Peak Season Limit of Insurance – Business Income - G-300675**

**Form:** This endorsement increases for specified periods the limit of insurance for business income to take care of seasonal increases in values.

**Rule:** No rate change applies with this endorsement. However, the applicable limit of insurance rated must be adjusted to accommodate the amended limit applicable during the peak season. Rules are very much the same as the Peak Season rules applicable for Business Personal Property, as per ISO Rule 38. M. in Division Five – Fire & Allied Lines.