

SERFF Tracking Number: CNAC-125603586 State: Arkansas  
Filing Company: Continental Casualty Company State Tracking Number: #229926 \$50  
Company Tracking Number: 08-F2211  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: E-Pack Program Revision  
Project Name/Number: E-Pack/2008F2211

## Filing at a Glance

Company: Continental Casualty Company

Product Name: E-Pack Program Revision

TOI: 17.0 Other Liability - Claims  
Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI  
Combinations

Filing Type: Form

SERFF Tr Num: CNAC-125603586 State: Arkansas

SERFF Status: Closed

State Tr Num: #229926 \$50

Co Tr Num: 08-F2211

State Status: Fees received

Co Status:

Reviewer(s): Betty Montesi, Edith  
Roberts, Brittany Yielding

Author: John Lockhart

Disposition Date: 04/30/2008

Date Submitted: 04/16/2008

Disposition Status: Approved

Effective Date Requested (New): 05/16/2008

Effective Date (New):

Effective Date Requested (Renewal): 05/16/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: E-Pack

Project Number: 2008F2211

Reference Organization:

Reference Title:

Filing Status Changed: 04/30/2008

State Status Changed: 04/23/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Attached for your review and approval are copies of two new forms:

1. GSL8775XX (9-07) Hospital Regulatory Claim Coverage Endorsement (Including Fines & Penalties)

This is an optional form that will be used for hospitals only (healthcare SIC codes 8062, 8063 and 8069).

2. GSL3926XX (3-08) Epack EZ Retail Enhancement Endorsement

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This new form is mandatory to attach to all Epack EZ Risks from one of the following retail classes: 52; 53; 54; 56; 57; 59. There is another mandatory endorsement GSL8256 that was previously filed and approved for Epack EZ accounts under filing id # 06-2140. Please note that the GSL8256 form remains mandatory for all Epack EZ risks other than the retail classes shown above.

## Company and Contact

### Filing Contact Information

John Lockhart, Regulatory Filings Technician john.lockhart@cna.com  
 40 Wall Street (877) 269-3277 [Phone]  
 New York, NY 10005 (212) 440-2877[FAX]

### Filing Company Information

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

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Casualty Company	\$0.00	04/16/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000229926	\$50.00	04/15/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/30/2008	04/30/2008

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## Disposition

Disposition Date: 04/30/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Contingent upon use of AR Amendatory Claims Made Endorsement.

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
Form	Hospital Regulatory Claim Coverage	Approved	Yes
Form	Epack EZ Retail Enhancement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Hospital Regulatory Claim Coverage	GSL8775 XX	09/2007	Endorsement/Amendment/Conditions		0.00	gsl8775XX-9-07.pdf
Approved	Epack EZ Retail Enhancement	GSL3926 XX	03/2008	Endorsement/Amendment/Conditions		0.00	gsl3926XX-3-08.pdf



**HOSPITAL REGULATORY CLAIM COVERAGE ENDORSEMENT  
(INCLUDING FINES & PENALTIES)**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

The Directors & Officers and Entity Liability Coverage Parts are each amended as follows:

1. The Section marked **DEFINITIONS**, is amended by adding the following new Definitions:
  - **Governmental Entity** means the United States or any federal, state or local governmental, regulatory or administrative agency or entity.
  - **Regulatory Claim** means a **Claim** (other than criminal proceedings), brought by a **Governmental Entity**, arising out of a **Regulatory Wrongful Act**.
  - **Regulatory Wrongful Act** means a **Wrongful Act** arising out of the **Insured's** violation of the Federal False Claims Act or any similar federal, state or local statutory law or any similar common law.

2. The Section marked **DEFINITIONS**, the Definition of **Loss**, paragraph (i) is deleted and replaced as follows:

**Loss** shall not include: (i) criminal or civil fines or penalties imposed by law, other than fines and penalties arising out of a **Regulatory Wrongful Act**, provided however that such **Regulatory Wrongful Act** fines and penalties shall always be subject to the Exclusions Section, the personal profit exclusion and the fraudulent and criminal acts exclusion.

The General Terms & Conditions, Section **V. LIMIT OF LIABILITY/RETENIONS** is amended to add the following new language:

**Regulatory Claims Retention and Limit of Liability**

Solely with respect to each **Regulatory Claim**, the Retention Amount shall be \$\_\_\_\_\_. The Retention Amount specified in Item 5. of the Declarations shall continue to apply with respect to each **Claim** other than a **Regulatory Claim**.

The amount of \$\_\_\_\_\_ shall be the maximum aggregate sublimit of liability of the Insurer for all **Loss** incurred under the Policy in connection with any and all **Regulatory Claims**, regardless of the number of Coverage Parts purchased. Such sublimit shall be included within, and not in addition to, the Limits of Liability set forth in Item 5 of the Declarations.

All other terms and conditions of the Policy remain unchanged.

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

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



## EPACK EZ RETAIL ENHANCEMENT ENDORSEMENT

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

I. The General Terms and Conditions are amended as follows:

A. Section II. **DEFINITIONS** is amended to include the following new definitions:

- **Domestic Partner** means any person qualifying as such under any federal, state or local laws or under **Named Company** or any **Subsidiary's** employee benefit plans.
- **Policy Year** means the period of one year following the effective date of the **Policy Period** or any subsequent one-year anniversary thereof.

B. Section II. **DEFINITIONS**, the definition of **Policy Period** is amended to add the following new sentence:

- If the length of the **Policy Period** is the same as the **Policy Year**, the terms **Policy Period** and **Policy Year** are used interchangeably herein.

C. Section IV. **ESTATES/LEGAL REPRESENTATIVES/SPOUSES** is deleted in its entirety and replaced with the following:

The estates, heirs, legal representatives, assigns, spouses and any **Domestic Partner** of **Insured Persons** shall be considered **Named Company Insureds** under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partner** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this Policy, including without limitation the retention, applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

D. Section VI. **DEFENSE/SETTLEMENT/ALLOCATION**, Paragraph 2. Settlement, Sub-paragraph a. Consent, is deleted in its entirety and replaced with the following:

a. Consent

The Insurer shall not settle a **Claim** without the written consent of the **Named Company**. If the **Named Company** refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the **Claim** could have been settled plus 70% of all **Defense Costs** incurred up to the time the Insurer made its recommendation. This reduction in the limit of liability for such **Claim** does not apply to a settlement or compromise proposed by a mediator pursuant to paragraph b. below but rejected by the **Named Company**.

E. Section V. **LIMITS OF LIABILITY/RETENTIONS**, paragraphs 1 through 5 are deleted in their entirety and replaced as follows:

1. **Policy Year** Aggregate

The **Policy Year** Aggregate limit of liability set forth above shall be the maximum aggregate limit of liability of the Insurer for **Loss**, for all **Claims** made against the **Named Company Insureds** and reported to the Insurer during each **Policy Year** regardless of the number of **Coverage Parts**



purchased or **Claims** made against or **Loss** incurred by, the **Named Company Insureds**. This **Policy Year** Aggregate limit of liability shall be reduced by **Defense Costs**.

- 2. The **Policy Year** Aggregate limit of insurance as set forth above may not be aggregated or transferred, in whole or in part, so as to provide any additional coverage with respect to **Claims** first made or deemed made during any other **Policy Year**.
- 3. The Insurer is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **Claim** or pay any **Loss**, if the **Policy Year** Aggregate limit of liability has been exhausted by the payment of **Loss**. In such case, the Insurer shall have the right to withdraw from the further investigation, defense or settlement of such **Claim** by tendering control of such investigation, defense or settlement to the **Named Company Insureds**.
- 4. The Insurer shall pay **Loss** as it becomes due and payable to the **Named Company Insureds**.

F. Section **III. EXTENDED REPORTING PERIOD** is amended as follows:

- 1. A new paragraph is added as follows:  
If, during the **Policy Period** or any Extended Reporting Period, if applicable, any **Claim** is first made against the **Named Company Insureds**, they shall, as a condition precedent to the Insurer's obligations under this Policy give written notice to it as soon as practicable but in no event later than thirty days after the **Policy Year** in which the **Claim** is made or the Extended Reporting Period, if applicable.
- 2. Paragraph 4. is amended to add a new sentence as follows:  
The remaining Limit of Liability applicable to the **Policy Year** in effect at the end of the **Policy Period** shall also apply to all **Claims** reported during the Extended Reporting Period.

II. The Employment Practices Liability Coverage Part, Section I. **Insuring Agreement** is deleted in its entirety and replaced with the following:

The Insurer shall pay on behalf of **Named Company**, any **Subsidiary** or any **Insured Person Loss** resulting from any **Claim** first made against the **Named Company Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, by or on behalf of:

- A. a natural person who is an **Employee** or applicant for employment for a **Wrongful Employment Practice**;
- B. any other, natural person, but solely for a **Wrongful Employment Practice** as described in paragraph c. and d. of the definition of **Wrongful Employment Practice**.

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)

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## Rate Information

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 04/30/2008

**Comments:**

**Attachment:**

ar forms pc trans doc.pdf

## Property & 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

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

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

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

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

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

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

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

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

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

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

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## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

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

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

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

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

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

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

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