

SERFF Tracking Number: CNAB-125742733 *State:* Arkansas
First Filing Company: Continental Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 08-F3202
TOI: 01.0 Property *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Commercial Property
Project Name/Number: Flood Coverage Endorsement/08-F3202

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: Commercial Property	SERFF Tr Num: CNAB-125742733	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 08-F3202	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Roberta Cooper, Ruby McGhee	Disposition Date: 07/30/2008
	Date Submitted: 07/25/2008	Disposition Status: Approved
Effective Date Requested (New): 10/01/2008		Effective Date (New): 10/01/2008
Effective Date Requested (Renewal): 10/01/2008		Effective Date (Renewal): 10/01/2008

State Filing Description:

General Information

Project Name: Flood Coverage Endorsement	Status of Filing in Domicile: Pending
Project Number: 08-F3202	Domicile Status Comments: This filing is being submitted simultaneously in all states and the District of Columbia.
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 07/30/2008	
State Status Changed: 07/30/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

SERFF Tracking Number: CNAB-125742733 State: Arkansas
 First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 08-F3202
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Property
 Project Name/Number: Flood Coverage Endorsement/08-F3202

We are filing the attached Flood Coverage Endorsement (G-16348-D) for approval. This D version of the form will replace the C version currently on file with your Department. A marked up version of the form is included to show the changes made. There are no changes to current rates, rules or premiums associated with the amendments to the form.

Company and Contact

Filing Contact Information

Ruby G. McGhee, State Filing Analyst ruby.mcghee@cna.com
 333 S. Wabash (312) 822-4344 [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	State ID Number:
Chicago, IL 60604	Companies	
(312) 822-4292 ext. [Phone]	FEIN Number: 13-5010440	

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	State ID Number:
Chicago, IL 60604	Companies	
(312) 822-4292 ext. [Phone]	FEIN Number: 23-0342560	

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	State ID Number:
Chicago, IL 60604	Companies	
(312) 822-4292 ext. [Phone]	FEIN Number: 06-0464510	

SERFF Tracking Number: CNAB-125742733 *State:* Arkansas
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Product Name: Commercial Property
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Insurance Company	\$50.00	07/25/2008	21597561
American Casualty Company of Reading PA	\$0.00	07/25/2008	
National Fire Insurance Company of Hartford	\$0.00	07/25/2008	
Transportation Insurance Company	\$0.00	07/25/2008	
Valley Forge Insurance Company	\$0.00	07/25/2008	
Continental Casualty Company	\$0.00	07/25/2008	

SERFF Tracking Number: CNAB-125742733 State: Arkansas
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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/30/2008	07/30/2008

SERFF Tracking Number: CNAB-125742733 State: Arkansas
First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-F3202
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
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Disposition

Disposition Date: 07/30/2008
Effective Date (New): 10/01/2008
Effective Date (Renewal): 10/01/2008
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

SERFF Tracking Number: CNAB-125742733 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Filing Memorandum	Approved	Yes
Supporting Document	Forms Comparison	Approved	Yes
Form	Flood Coverage Endorsement	Approved	Yes

SERFF Tracking Number: CNAB-125742733 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Flood Coverage Endorsement	G-16348-D	05/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 G-16348-C Previous Filing #: Approved 08/15/2007		08-F3202 Flood Coverage Endorsement (G-16348-D).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

FLOOD COVERAGE SCHEDULE OF LOCATIONS

Location	Covered Property / Coverage	Limit of Insurance
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Annual Aggregate Limit - Flood Coverage Endorsement \$ _____ **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Except for the locations listed in the Special Flood Deductible Schedule, the following is the deductible applicable in any one occurrence of covered loss under this endorsement:

Flood Deductible _____

SPECIAL FLOOD DEDUCTIBLE SCHEDULE

Location	Covered Property	Deductible Amount
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Other Flood Insurance, if any (identify insurer and policy number):

Primary (NFIP) _____

Other _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** When this endorsement is attached to the STANDARD PROPERTY POLICY, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the location(s), Covered Property or Coverages for which a Flood Limit of Insurance is shown in the Schedule of this endorsement or in the Declarations. If a Flood Limit of Insurance is shown for a location but Covered Property or Coverages are not specified, then Flood Coverage applies to the Covered Property or Coverages described in the Declarations for the location.

C. ADDITIONAL COVERED CAUSES OF LOSS

The following are added to the Covered Causes of Loss:

- 1.** Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas, whether caused by natural occurrences, acts or omissions of man or any other cause or combination of causes;
- 2.** Mudslides or mudflows which are caused by flooding as defined in **C.1.** above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;
- 3.** Water under the ground surface pressing on, or flowing or seeping through:
 - a.** Foundations, walls, floors, or paved surfaces;
 - b.** Basements, whether paved or not; or
 - c.** Doors, windows or other openings.

All flooding in a continuous or protracted event will constitute a single flood.

D. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

- 1.** The Exclusions and Limitation(s) sections of the Causes of Loss Form (and the Exclusions section of the Mortgageholders Errors and Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.
- 2.** To the extent that a part of the Water Exclusion conflicts with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
- 3.** To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
- 4.** The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

5. The following exclusions and limitations are added and apply to coverage under this endorsement:

- a.** We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

- b.** We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
- c.** Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Schedule of this endorsement or in the Declarations. We will also cover your property in the open that is part of a location where Flood Coverage is provided, as described in the Schedule of this endorsement or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes. In addition, we will not pay for any sewer back-up or overflow loss under this endorsement that has already been covered and paid under coverage provided elsewhere under this policy.

E. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a LIMIT OF INSURANCE clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 - b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.
 3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. COINSURANCE

The Coinsurance Condition, if any, in the applicable Coverage Form does not apply to the coverage provided under this endorsement.

G. LIMIT OF INSURANCE

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is shown in the Schedule of this endorsement or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

If the Limit of Insurance for Flood is shown as "Included" in the Flood Coverage Schedule of Locations of this endorsement or in the Declarations, then the lesser of the Limit applicable to Fire for the location or the Annual Aggregate Limit described below in Paragraph **G.2.** applies to Flood.

2. Application of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Schedule of this endorsement or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss - Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit)

Total Loss Payment is \$800,000.

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. DEDUCTIBLE

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Schedule of this endorsement or in the Declarations.

2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. OTHER INSURANCE

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this provision I.1. does not apply if at the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written.

2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

<i>SERFF Tracking Number:</i>	<i>CNAB-125742733</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-F3202</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property</i>		
<i>Project Name/Number:</i>	<i>Flood Coverage Endorsement/08-F3202</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAB-125742733 State: Arkansas
First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-F3202
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Flood Coverage Endorsement/08-F3202

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/30/2008

Comments:

Attachments:

08-F3202 (AR) Tranmittal.pdf
08-F3202 (AR) Form Filing Schedule.pdf

Satisfied -Name: Form Filing Memorandum **Review Status:** Approved 07/30/2008

Comments:

Attachment:

08-F3202 (Flood Coverage Endorsement Form Filing Memorandum).pdf

Satisfied -Name: Forms Comparison **Review Status:** Approved 07/30/2008

Comments:

Attachment:

08-F3202 Flood Coverage Endorsement (G-16348-D with revision marks).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 50%; text-align: center;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
CNA Insurance	218

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

5. Company Tracking Number	08-F3202
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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
	Ruby G. McGhee	State Filing Analyst	(312) 822-4344	(312) 755-2394	ruby.mcgee@cna.com
	CNA Plaza – 37S Chicago, IL 60685				
7.	Signature of authorized filer		<i>Ruby G. McGhee</i>		
8.	Please print name of authorized filer		Ruby G. McGhee		

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

9. Type of Insurance (TOI)	(01.0) Property
10. Sub-Type of Insurance (Sub-TOI)	1.0001 Commercial Property (Fire & Allied Lines)
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Commercial Property
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" 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: 10/01/2008 written date Renewal: 10/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	07/25/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" 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-F3202
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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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We are filing the enclosed endorsement for use with our Commercial Fire & Allied Lines (Property) coverage. A more detailed description of this filing is set forth in the enclosed Form Filing Memorandum.

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]
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Check #: N/A, 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-F3202			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Flood Coverage Endorsement	G-16348-D (Ed. 05/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	G-16348-C (Ed. 07/07)	Approved 08/15/2007
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		

FORM FILING MEMORANDUM

The following is a description and explanation of the endorsements included under this filing:

FORMS ONLY

Flood Coverage Endorsement, G-16348-D

Amends the currently filed and approved 'C' edition of this form (previously filed under CNA Filing #07-F3236). The following changes will apply:

- Endorsement Schedule moved to the front of the form; references schedule of the endorsement instead of separate Flood Coverage Schedule.
- Specifies that flood coverage will apply to the Covered Property / Coverages shown in the Declarations, if not otherwise specified.
- Coverage is provided for property in the open that is also part of a location otherwise covered for Flood.
- Clarifies that Backup of Sewers losses paid elsewhere in the policy will not also be paid under the Flood Coverage endorsement.
- Removes coinsurance clause.
- Describes applicability of 'Included' limits of insurance.
- Provides for coverage excess of losses covered under existing NFIP policies in effect; no longer requires underlying insurance waiver in situations where a property is simply eligible for NFIP coverage.

'Marked up' version of this form is included to specifically show changes compared to current 'C' edition.

The Flesch Score for this form is 45. Also please note that this form is designed to be used by commercial business entities and more informed buyers of insurance.

No change to current rates, rules or premiums associated with this change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

FLOOD COVERAGE SCHEDULE OF LOCATIONS

Location	Covered Property / Coverage	Limit of Insurance
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Annual Aggregate Limit - Flood Coverage Endorsement \$ _____ **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Except for the locations listed in the Special Flood Deductible Schedule, the following is the deductible applicable in any one occurrence of covered loss under this endorsement:

Flood Deductible _____

SPECIAL FLOOD DEDUCTIBLE SCHEDULE

Location	Covered Property	Deductible Amount
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~~**No Coinsurance Option** — Applies if Flood Coverage is written at a lower Limit of Insurance than which applies to other Covered Causes of Loss.~~

Other Flood Insurance, if any (identify insurer and policy number):

Primary (NFIP) _____
Other _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B. This endorsement applies to the location(s), Covered Property or Coverages for which a Flood Limit of Insurance is shown in the ~~Flood Coverage Schedule~~ of this endorsement or in the Declarations. If a Flood Limit of Insurance is shown for a location but Covered Property or Coverages are not specified, then Flood Coverage applies to the Covered Property or Coverages described in the Declarations for the location.

C. ADDITIONAL COVERED CAUSES OF LOSS

The following are added to the Covered Causes of Loss:

- 1. Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas, whether caused by natural occurrences, acts or omissions of man or any other cause or combination of causes;
- 2. Mudslides or mudflows which are caused by flooding as defined in C.1. above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;
- 3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings.

All flooding in a continuous or protracted event will constitute a single flood.

D. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

- 1. The Exclusions and Limitation(s) sections of the Causes of Loss Form (and the Exclusions section of the Mortgageholders Errors and Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.
- 2. To the extent that a part of the Water Exclusion conflicts with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
- 3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
- 4. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
- 5. The following exclusions and limitations are added and apply to coverage under this endorsement:
 - a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.
 - b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
 - c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule of this endorsement or in the Declarations. We will also cover your property in the open that is part of a location where Flood Coverage is provided, as described in the Schedule of this endorsement or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes. In addition, we will not pay for any sewer back-up or overflow loss under this endorsement that has already been covered and paid under coverage provided elsewhere under this policy.

E. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a LIMIT OF INSURANCE clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 - b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.
 3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. COINSURANCE

- ~~1. The Coinsurance Condition, if any, in the applicable Coverage Form does not apply to the coverage provided under this endorsement, unless the No Coinsurance Option, in the Flood Coverage Schedule of this endorsement or in the Declarations, is specified as being applicable.~~

- ~~2. Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. If the No-Coinsurance Option applies, then the coinsurance requirement for such Coverage Extensions.~~

G. LIMIT OF INSURANCE

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is shown in the Flood Coverage Schedule of this endorsement or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

If the Limit of Insurance for Flood is shown as "Included" in the Flood Coverage Schedule of Locations of this endorsement or in the Declarations, then the lesser of the Limit applicable to Fire for the location or the Annual Aggregate Limit described below in Paragraph G.2. applies to Flood.

2. Application of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Flood Coverage Schedule of this endorsement or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss - Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit)

Total Loss Payment is \$800,000.

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. DEDUCTIBLE

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the ~~Flood Coverage~~ Schedule of this endorsement or in the Declarations.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. OTHER INSURANCE

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, ~~or if the property is eligible to be written under an NFIP policy but there is no such policy in effect~~, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this provision I.1. does not apply ~~if at~~ under the following circumstances:

- ~~a.~~ At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written. ~~or~~
 - ~~b.~~ An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.