

SERFF Tracking Number: CNAC-125979082 State: Arkansas
Filing Company: Continental Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: 08-F2256
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: E-Pack EPL Wage and Hour Filing
Project Name/Number: E-Pack EPL Wage and Hour Filing /10005

Filing at a Glance

Company: Continental Casualty Company

Product Name: E-Pack EPL Wage and Hour Filing SERFF Tr Num: CNAC-125979082 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: 08-F2256 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Sharon Robinson Disposition Date: 01/13/2009

Date Submitted: 01/08/2009 Disposition Status: Approved

Effective Date Requested (New): 02/15/2009

Effective Date (New):

Effective Date Requested (Renewal): 02/15/2009

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: E-Pack EPL Wage and Hour Filing

Status of Filing in Domicile: Pending

Project Number: 10005

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/13/2009

Deemer Date:

State Status Changed: 01/13/2009

Corresponding Filing Tracking Number:

Filing Description:

Continental Casualty Company, a member of the CNA Group of Insurance Companies, hereby submits for your review and approval the attached revised form GSL4968XXC (12-08) 2007 E-Pack Enhancement Directors & Officers Coverage Part for use with the E-Pack policy program and new form GSL11160XX (8-08) Wage and Hour Law Claims Defense Costs Coverage Endorsement for use with the E-Pack policy program and the E-Pack EZ program both currently on file with your department.

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Company and Contact

Filing Contact Information

Sharon Robinson, Regulatory Filings Technician sharon.robinson2@cna.com
 40 Wall Street (212) 440-7302 [Phone]
 New York, NY 10005 (212) 440-2877[FAX]

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Casualty Company	\$50.00	01/08/2009	24900102

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/13/2009	01/13/2009

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Disposition

Disposition Date: 01/13/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter / Form Filing Memorandum	Approved	Yes
Form	2007 EPACK ENHANCEMENT ENDORSEMENT	Approved	Yes
Form	WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	2007 EPACK ENHANCEMENT XX ENDORSEMENT	GSL4968	12-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GSL4968XX Previous Filing #: AR-PC-06-018624		GSL4968XX_122008_2007 EPACK ENHANCEMENT ENDORSEMENT DIRECTORS OFFICERS COVERAGE PART.pdf
Approved	WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT	GSL1116008-08 XX		Endorsement/New Amendment/Conditions		0.00	GSL1116008-082008_WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT.pdf



**2007 EPACK ENHANCEMENT ENDORSEMENT
DIRECTORS & OFFICERS COVERAGE PART**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Directors & Officers Liability Coverage Part is amended as follows:

1. The following new Sections are added:

SUPPLEMENTARY PAYMENTS

The Insurer shall reimburse the **Named Company Insured**, subject to the aggregate Limit of Liability, up to \$250,000.00 **Investigative Costs**, which any **Insured Person** becomes legally obligated to pay pursuant to a **Securities Claim** during the **Policy Period**. This supplementary payment is part of and not in addition to the Limit of Liability for the Directors & Officers Liability Coverage Part stated in Item 5 of the Declarations, plus the Additional Limit of Liability noted below.

ADDITIONAL LIMIT OF LIABILITY

There shall be an additional Limit of Liability available only for that part of **Loss** which the **Named Company** or any **Subsidiary** thereof are not required, or have determined that they are not permitted by law, to indemnify the **Insured Persons** for such **Loss**, provided that

- Such Additional Limit shall not exceed \$1,000,000;
- Such additional Limit of Liability is in addition to and not part of the Directors and Officers Liability Coverage Part Limit of Liability as set forth in the Schedule in Item 5. of the Declarations Page; and
- The Additional Limit of Liability shall be specifically excess of the Limits of Liability under the Directors and Officers Liability Coverage Part Limit of Liability and shall not be available unless and until such D&O Limit is exhausted.

2. **Section II, DEFINITIONS** is amended as follows:

- The following new definition is added:

Investigative Costs means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** or employees) incurred by the **Named Company** or **Subsidiary** in connection with the **Named Company's** or a **Subsidiary's** investigation or evaluation of any **Securities Claim**.

The definition of **Claim** is deleted in its entirety and replaced with the following:

- **Claim** means:
 - a. a written demand for monetary damages or non-monetary relief,
 - b. a civil or criminal adjudicatory proceeding or arbitration,
 - c. a formal administrative or regulatory adjudicatory proceeding,
 - d. a formal civil, criminal, administrative or regulatory investigation,
 - e. a written request received by the **Named Company** or any **Subsidiary** to toll or waive a statute of limitations.

against an **Insured Person**, alleging a **Wrongful Act**, including any appeal therefrom;



- The definition of **Insured Persons** is deleted in its entirety and replaced with the following:
 - **Insured Persons** means:
 - a. all past, present or future duly elected or appointed directors and/or officers of **Named Company** or any **Subsidiary** and managers in the event the **Named Company** or such **Subsidiary** is a limited liability company or, with respect to a **Subsidiary** incorporated outside the United States, their functional equivalent; and
 - b. all past, present or future full-time or part-time employees of **Named Company** or any **Subsidiary**, including seasonal and temporary employees and employees leased or loaned to **Named Company** or any **Subsidiary**; except **Insured Person** shall not include employees solely with respect to exclusion 1(h).
3. Section **III. OUTSIDE POSITIONS COVERAGE**, paragraph 1. is deleted in its entirety and replaced with the following:
1. **Not-For-Profit Outside Entity** means any organization exempt from federal income taxation pursuant to 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended.
4. **Section IV. EXCLUSIONS**, Subsection 1. Exclusions Applicable to All Loss,
- Exclusion c. is deleted in its entirety and replaced as follows:
 - c. based upon, directly or indirectly arising out of, or in any way involving:
 - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy for which this is a renewal or replacement in whole or in part,
 - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
 - Exclusion g. is deleted in its entirety and replaced as follows:
 - g. by or on behalf of any of the other **Insured Persons** in any capacity, except and to the extent that:
 - (1) such **Claim** is by an employee or officer who is not a director of **Named Company** for any employment-related **Wrongful Act**; or
 - (2) such **Claim** is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Coverage Part;
 - (3) such **Claim** is brought by a former director or officer of **Named Company**; for purposes of this section, former director or officer shall mean any natural person who previously served as, but is currently not, nor has not been a director or officer of **Named Company** for at least four (4) years; or
 - (4) such **Claim** is a **Securities Claim**, brought by an **Insured Person** employee who is not a past or present duly elected or appointed director or officer of **Named Company** or any **Subsidiary**, or manager in the event the **Named Company** or any **Subsidiary** is a



limited liability company, or with respect to a **Subsidiary** incorporated outside the U.S., their functional equivalent; and such **Claim** is brought and maintained without the assistance, participation or solicitation of any other **Insured Person**.

- Exclusion h. is deleted in its entirety and replaced as follows:
 - h. by, on behalf of, or for the benefit of **Named Company** or any **Subsidiary**, or by any security holder of **Named Company** or any **Subsidiary**, whether it be an individual, class or derivative action, except and to the extent that:
 - (i) such **Claim** is brought and maintained solely by persons acting totally independently of and totally without the solicitation, assistance, participation or intervention of **Named Company**, any **Subsidiary** or any of the **Insured Persons** (or the solicitation, assistance, participation, or intervention of such **Insured Person** is protected under a federal or state whistleblower statute or any regulation promulgated thereunder); or
 - (ii) such **Claim** is brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner or receiver for **Named Company** or any **Subsidiary** or any assignee of such trustee, examiner or receiver;
- Exclusion j. is amended to add the following new language:
 - It is further provided that the foregoing exclusion shall not apply to the extent that such **Claim** is made by a security holder of the **Named Company** for the failure of the **Named Company** to undertake or complete the initial public offering or sale of securities of the **Named Company**. Nor shall this exclusion apply to any offer, purchase or sale of securities, whether debt or equity, in a transaction that is exempt from registration under the Securities Act of 1933;

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)



WAGE AND HOUR LAW CLAIMS DEFENSE COSTS COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The Employment Practices Liability Coverage Part is amended as follows:

A. Section II., **DEFINITIONS**, is amended to add a new definition as follows:

Wage and Hour Law Claim means any **Claim** alleging violation of a **Wage and Hour Law**.

Wage and Hour Law means those provisions of a state or local law or any federal law (including the applicable provisions of the Fair Labor Standards Act other than the Equal Pay Act) or any state, local or federal regulations governing the payment of wages (including but not limited to the payment of overtime, on-call time, rest periods minimum wages) or the classification of employees for the purpose of determining employees' eligibility for compensation or other benefits.

B. Exclusion h. in paragraph 1. Exclusions Applicable to All Loss in Section III. **EXCLUSIONS** is amended to delete subparagraph (iv).

C. Paragraph 2. Exclusions Applicable to a Portion of Loss in Section III. **EXCLUSIONS** is amended to add a new exclusion as follows:

The Insurer shall not be liable under this Coverage Part to pay that portion of **Loss**, other than **Defense Costs**, which constitutes damages based upon or arising out of any **Wage and Hour Law**. The Insurer will pay all **Defense Costs** associated with any **Wage and Hour Law Claim** subject to the **Wage and Hour Law Claim** Limit of Liability set forth in paragraph 2 of this Endorsement, and the Insurer shall provide the **Insured** with a defense of such **Wage and Hour Law Claims**. Such defense will not waive any of our rights under this Policy. Notwithstanding anything to the contrary herein, there is no coverage under this **Coverage Part** for any actual or alleged violation of a **Wage and Hour Law** if any director, officer, supervisory **Employee** or an **Employee** within the Human Resources or Risk Management department was aware of the violations of the **Wage and Hour Law** prior to the inception date of this Policy.

2. Section V. **LIMIT OF LIABILITY/RETENTION** of the General Terms and Conditions is amended to add the following new paragraphs:

• **Wage and Hour Law Claims Defense Costs Only** Limit of Liability

Subject to the Retentions set forth on the Declarations and subject to the Company's aggregate Limit of Liability for all **Loss** as set forth in Item 5 of the Declarations, the amount of \$_____ shall be the maximum Aggregate Limit of Liability of the Company for all **Defense Costs** under the Policy in connection with **Wage and Hour Law Claims**, regardless of the number of **Wage and Hour Law Claims**, made against the **Named Company Insureds**. This amount is a sublimit of liability which further reduces, and in no way increases, the Scheduled Limit of Liability for the Employment Practices Liability Coverage Part or Single Limit of Liability of this Policy, as applicable, as stated in Item 5. of the Declarations Page. However, this exclusion shall not apply to any **Claim** alleging retaliation or wrongful dismissal or discharge or termination of employment whether actual or constructive, because of a claimant's exercise of a right pursuant to any **Wage and Hour Law**;



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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TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0019 Professional Errors & Omissions
Liability

Product Name: E-Pack EPL Wage and Hour Filing

Project Name/Number: E-Pack EPL Wage and Hour Filing /10005

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 01/13/2009

Comments:

Attachment:

AR transmittal.pdf

Satisfied -Name: Cover Letter / Form Filing Memorandum **Review Status:** Approved 01/13/2009

Comments:

Attachments:

Id Epack 08-2256 cover letter.pdf

Epack FFM 1-6 09-2256.pdf

Property & Casualty Transmittal Document (Revised 1/1/05)

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:
	f. State Filing #:
g. SERFF Filing #: USPH-6N7SPN107/00	

3. Group Name	Group NAIC #
CNA INSURANCE	0218

4. Company Name(s)	Domicile	NAIC #	FEIN #
Continental Casualty Company	IL	20443	36-2114545

5. Company Tracking Number	08-F2256
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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
	Sharon Robinson 40 Wall St, 9 th Fl, New York, NY 10005-1401	Regulatory Filings Technician	877-269-3277 extension 7302	212-440-7302	Sharon.Robinson2@cna.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Sharon Robinson		

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

9. Type of Insurance (TOI)	17.0 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.1000 Other Liability Sub TOI Combinations
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	E-PACK Program
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[] Other (give description)
14. Effective Date(s) Requested	New: Renewal:
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	01/10/2009
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-F2256
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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Continental Casualty Company, a member of the CNA Group of Insurance Companies, hereby submits for your review and approval the attached revised form GSL4968XXC (12-08) 2007 E-Pack Enhancement Directors & Officers Coverage Part for use with the E-Pack policy program and new form GSL11160XX (8-08) Wage and Hour Law Claims Defense Costs Coverage Endorsement for use with the E-Pack policy program and the E-Pack EZ program both currently on file with your department.

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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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.)**

PC TD-1 pg 2 of 2

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

Sharon A. Robinson
Regulatory Filings Technician
P & C State Filing Unit
CNA Global Specialty Lines
Telephone: 877-269-3277 ext. 3270
Facsimile: 212-440-2877
email: sharon.robinson2@cna.com

January 6, 2009

Idaho Department of Insurance
Director of Insurance
P.O. Box 83720
Attn Policy Rates & Forms Division
Boise ID 83720-0043

RE: Continental Casualty Company NAIC No.: 20443 FEIN: 36-2114545
E-Pack Forms Filing
Filing No. 08-F2256

To Whom It May Concern:

Continental Casualty Company, a member of the CNA Group of Insurance Companies, hereby submits for your review and approval the attached revised form GSL4968XXC (12-08) 2007 E-Pack Enhancement Directors & Officers Coverage Part for use with the E-Pack policy program and new form GSL11160XX (8-08) Wage and Hour Law Claims Defense Costs Coverage Endorsement for use with the E-Pack policy program and the E-Pack EZ program both currently on file with your department.

Please refer to the forms filing memorandum for further details regarding the attached forms.

We propose that this filing become applicable to all policies written on or after January 15, 2009 or the earliest date permitted by your state.

Your favorable consideration and approval are respectfully requested.

Sincerely,

Sharon A. Robinson

Sharon A. Robinson

CNA Insurance Companies
Forms Index/Filing Memorandum
Filing Number: 08-F2256
Epack Program Endorsement Filing

FORM NUMBER AND EDITION DATE	COVERAGE PART OR SECTION AMENDED	DESCRIPTION
GSL4968XX (12-08) Revised(previous form edition 10-06)	Directors & Officers Liability Coverage Part	EPACK ENHANCEMENT ENDORSEMENT – DIRECTORS & OFFICERS COVERAGE PART This is a mandatory endorsement applicable to all Epack policies (not Epack EZ), that include the D&O Coverage Part with the exception of accounts within SIC codes 080 - Health Services, and 081 – Legal Services. Exclusion g of the proposed 2008 version of this form has been updated.
GSL11160XX (8-08) New form	Employment Practices Liability Coverage Part	WAGE AND HOUR LAW CLAIMS DEENSE COSTS COVERAGE ENDORSEMENT This is a new optional endorsement that adds defense only coverage for Wage & Hour claims as defined in the endorsement at a sub limit to the EPL coverage under the EPack and Epack EZ Program.