



Epac Extra - MPL Short Form Application

(For companies with \$5M and less in revenues)



NOTICE

THIS LIABILITY COVERAGE PART IS WRITTEN ON A CLAIMS MADE BASIS, AND AS SUCH, TO ALL PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. The Applicant to be named in Item 1. of the Declarations (the Named Insured):

Street Address (No P.O. Box): _____

City: _____ State: _____ Zip: _____

Telephone: _____ - _____ Years in Business: _____

Website _____

2. If you currently have professional liability or errors & omissions coverage in place, please provide the following information:

- a. Expiring Carrier: _____
- b. Expiring Policy Period: _____
- c. Expiring Limits: _____
- d. Expiring Retention: _____
- e. Expiring Retrodate: _____

Projected Annual Revenues: _____ \$

3. Estimate the total percentage of revenue derived from Claims Adjusting Services:

- 4. Our Company uses a written contract or engagement letter when providing professional services. True False
- 5. Our senior management has at least 3 years experience within the professional services chosen above. True False
- 6. Our company has no knowledge, information of any circumstance, any allegation or any incident that could give rise to a professional liability claim, nor have we had any professional liability claim(s) made against us with in the past 3 years. True False
- 7. Our company has client complaint resolution policies and procedures in place. True False
- 8. Our company does not consult on or provide any services relating to bankruptcy, mergers & acquisitions, interim management, methods of financing, investment advice, insurance services, medical benefits, mortgage services, healthcare services or real estate services. True False
- 9. Are you currently a member of The National Association of Public Insurance Adjusters (NAPIA)? True False



VIII. APPLICANT REPRESENTATION *(To be completed by Applicant)*

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

Further, Applicant understands and acknowledges that:

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

FRAUD NOTICE - WHERE APPLICABLE UNDER THE LAW OF YOUR STATE

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

This application must be signed by the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President or General Counsel

Signed: _____

Title: _____

Corporation: _____

Date: _____

The undersigned acknowledges that he or she is aware that defense costs reduce and may exhaust the applicable Limits of Liability. The Insurer is not liable for any loss (which includes defense costs) in excess of the applicable Limits of Liability.



Professional Liability Supplemental Application

CLAIMS ADJUSTERS ERRORS & OMISSIONS

1. Name and Address of Applicant: (Please include DBA's, Subsidiaries, etc.)

2. Employee information: EACH PERSON SHOULD BE LISTED ONLY ONCE

	# of Professionals	Date Qualified/ Licensed	# of Years in Practice	# of Years with Applicant
Licensed Adjusters	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ind. Contractors	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Professionals	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. Area of Practice (By Percentages)

FIRE	<input type="text"/>
CASUALTY	<input type="text"/>
SURETY	<input type="text"/>
WORKERS	<input type="text"/>
AVIATION	<input type="text"/>
INLAND	<input type="text"/>
OCEAN	<input type="text"/>
PRODUCTS	<input type="text"/>
PROFESSIONAL	<input type="text"/>
PERSONAL	<input type="text"/>
REINSURANCE	<input type="text"/>
ENVIORNMENTAL	<input type="text"/>
OTHER	<input type="text"/>
TOTAL	100%

4. Is the applicant engaged in any of the following activities?

- a. Safety engineering or inspection services? Yes No
- b. Marine Survey work Yes No
- c. Act as a claim supervisor for any self-insured? Yes No
- d. Auditing services? Yes No



- 5. a. Does the applicant have authority to make any coverage determinations? Yes No
- b. What is the level of authority? _____
- 6. Does the applicant place any Structured Settlements? Yes No
(If "Yes," please attach explanation).
- 7. Does the applicant use any independent contractors? Yes No
- 8. Does the applicant belong to any professional associations? Yes No

APPLICANTS VERIFICATION

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Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: and subjects such a person to criminal or civil penalties.) (For Tennessee and Washington Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)

We, the undersigned, acknowledge that the aforementioned statements and answers are correct and complete. We, the undersigned, also acknowledge that the information submitted herein shall become part of the Epac insurance application attached hereto that the warranty statements contained herein remain true and accurate.

Applicant's Authorized Signature:
Applicant's Title: _____
Date: _____

Professional Liability Highlights

Management Liability

Directors and Officers

Employment Practices

Fiduciary

Professional Liability

Media

Miscellaneous

Network Security and Privacy Injury

Technology and Telecommunications

Crime

Management and Professional Liability

Lorianne DeSilvio
201-356-0125

Epack ExtraSM is a package policy that provides flexibility and key benefits.

- The following coverages can be combined on one policy form:

- **Management Liability**

- Directors and Officers Liability
- Employment Practices Liability
- Fiduciary Liability

- **Professional Liability**

- Miscellaneous Professional Liability
- Media Liability
- Technology and Telecommunications E&O
- Network Security and Privacy Liability

- **Crime (Employee Theft)**

- Policy limits can be shared among coverages or provided on a scheduled limit basis

Epack ExtraSM provides broad policy language including:

- Duty to Defend policy
- Claims made form with a 90 day post-policy reporting window (Media Liability is available as claims made or as an occurrence form)
- Mediation Provision, which could reduce the policy retention by 50% or \$10,000, whichever is less
- Worldwide Coverage - claims can be brought anywhere in the world
- Spousal Coverage including Domestic Partner
- No threshold for coverage for newly created or acquired entities or plans
- Pre-Claim Assistance for investigation costs related to reported circumstances
- Punitive Damages coverage (most favorable venue)
- Predetermined Extended Reporting Period percentages for 1, 2 and 3 years
- Supplemental Payments: \$250 per day per person up to \$2,500 per claim per policy year for attending trials, hearings, arbitrations, or mediation at the Insurer's request
- Broad definition of Claim, Loss and Insured Persons

Refer to the individual product summary sheets for more detail on each Professional Liability coverage and capabilities.

Qualifying risks may also be eligible for the following additional features:

- Automatic renewal
- Two year policy term with annual installments and fresh aggregate limit for the second year
- Capped defense outside the limit of liability
- Dedicated claims hotline for Professional Liability policyholders
- A Multi-Coverage Discount is available when more than one coverage is purchased within a coverage group (e.g. Miscellaneous Professional Liability and Technology and Telecommunications E&O)
- A Package Discount is available when more than one coverage group is purchased (e.g. Professional Liability and Crime)



Miscellaneous Professional Liability

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www.cnapro.com

Odds are, if you are a professional, one day you could be sued.

- As client expectations of performance increase, lawsuits against professionals are becoming more common. Defense costs alone can quickly erode a company's bottom line. A professional organization can experience a significant financial set back if not adequately covered in the event of a professional liability claim or lawsuit.
- Not only can a company be sued by its clients, it can be sued by any third-party that suffers economic damages as a result of acts, errors or omissions in its performance of professional services.
- Miscellaneous Professional Liability Insurance provides coverage that is generally not included under a General Liability policy. In many cases, the standard General Liability policy does not cover claims stemming from professional services leaving a potential gap in coverage.
- Regardless of the size of their company, professionals have potential exposure to miscellaneous professional liability claims.

CNA's Miscellaneous Professional Liability Insurance provides:

- Coverage for companies and individuals against economic loss that may result from errors or omissions in their performance of professional services.
- Coverage for claims alleging an act, error, omission, neglect, breach of duty or personal/proprietary injury in the performance of professional services.

CNA's appetite covers many different professional service providers:

- | | | | |
|-------------------------|-------------------------|--------------------------|----------------------------------|
| • Advertising Agents | • Custom House Brokers | • Franchisors | • Notaries |
| • Answering Services | • Direct Mail Companies | • Freight Forwarders | • Payroll Processing |
| • Arbitrators/Mediators | • Document Destruction | • Fulfillment Services | • Permanent Placement Firms |
| • Bookkeepers | • Document Storage | • Hotel Managers | • Printers (non-financial) |
| • Business Brokers | • Drug Testing | • HR Consultants | • Telemarketing Firms |
| • Call Center Services | • Educational Testing | • Litigation Support | • Temporary Firms |
| • Claims Adjusters | • Employment Screening | • Management Consultants | • Travel Agents |
| • Collection Agents | • Executive Coaches | • Mapping Services | • Trustees |
| • Courier Services | • Expert Witnesses | • Marketing Consultants | • ... we will consider many more |
| • Court Reporters | • Foreclosure Agents | • Meeting Planners | |

MPL Coverage Highlights:

- Broad definition of Professional Services
- Definition of Claim includes (a) a written demand for monetary or non-monetary relief, (b) a written request to toll or waive a statute of limitations, and (c) a civil proceeding or any alternative dispute resolution proceeding, any administrative or regulatory proceeding or investigation.
- Definition of Wrongful Act includes personal/proprietary injury committed in the conduct of professional services including copyright or trademark infringement, libel, slander and misappropriation of ideas, including advertising ideas.
- Definition of Loss includes punitive and exemplary damages, and the multiplied portion of multiplied awards (where insurable by law that most favors coverage).
- Capped Defense Costs outside the limit available by endorsement for qualified insureds.
- Defense for claims involving allegations of fraud or intentional wrongdoing, including the misappropriation of trade secrets until final adjudication. Acts of an insured person will not be imputed to any other insured person
- Owned entity exclusion applies only if owned corporation is 50% or more owned (if privately held) or 10% or more owned (if publicly traded).
- Definition of Insured Person includes seasonal, temporary, leased or loaned employees and independent contractors.
- Additional insured language included when required by

Broad coverage for Miscellaneous Professional Liability is provided as one part of the Epack ExtraSM policy. Epack ExtraSM allows insureds to package multiple coverages on one policy form.

Miscellaneous Professional Liability

Coverage Scenarios

Business Consultant

The Facts: A foreign company wanted to establish a manufacturing facility in the United States. Having no experience in this country, the company's board of directors retained a business consulting firm. The company requested that the firm provide recommendations concerning all aspects of the proposed facility, including plant locations, suppliers and employees. The firm provided its recommendations, which were followed by the company. The facility began to experience problems shortly after it opened. The facility was located in an area which lacked a skilled labor force. Costs associated with labor also exceeded the consultant's projections. In addition, many suppliers identified by the consultant could not fulfill the company's needs. The company retained counsel and demanded that the consultant pay compensation for its allegedly inaccurate advice. The consultant responded by blaming the company for providing inaccurate information concerning its proposed facility. Litigation was thereafter commenced in which the company alleged that the consultant had made numerous misrepresentations and was negligent in its provision of recommendations.

The Bottom Line: After incurring \$60,000 in defense costs, settlement was reached shortly before trial in the amount of \$475,000 which represented a portion of the financial losses the plaintiff suffered as a result of the consultant's recommendations.

Executive Search Firm

The Facts: The CEO of a corporation retired. The corporation retained an executive search firm to assist with finding a replacement. The firm was provided with a list of qualifications for the new CEO. The corporation insisted that all candidates for the position have knowledge about its type of business, which was the manufacturer of component parts for aviation communication equipment. The firm began to seek candidates. Thereafter, the firm supplied the corporation with a list of candidates. The corporation eventually hired one of the candidates from the firm's list. The candidate stated that he had experience with the corporation's line of business. After he was hired, the corporation learned that the CEO knew nothing about aviation communications. The new CEO was terminated and litigation ensued. The corporation alleged that the firm was negligent in providing candidates for the CEO position and did not check their backgrounds. The firm asserted that, based on the information supplied to them, each candidate, including the one eventually hired, was qualified for the position. Discovery revealed that the firm had checked the candidate's background and that they had found he was on the board of a company which manufactured aviation equipment.

The Bottom Line: The case was resolved at a court ordered settlement conference for \$50,000 which represented the amount likely to be further expended in defending the case as well as a portion of the damages the plaintiff suffered in having to search for and retain a new CEO. Defense costs incurred by the firm totaled \$40,000.

Collection Agency

The Facts: A collection agent was retained by a client to collect outstanding debts on their behalf. The collection agent contacted a debtor in an effort to collect an outstanding debt of \$6,500. Through the course of providing their professional services, the collection agent contacted the debtor several times at home and even at work. The debtor felt that he was harassed by the collection agent and filed suit alleging that the collection agent had violated the Fair Debt Collection Practices Act.

The Bottom Line: The case settled for \$2,500 with defense costs totaling \$10,000 for a total of \$12,500.

To learn more about CNA's Management and Professional Liability offerings, contact your agent or broker.

Network Security and Privacy Injury

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Network security and privacy risks are becoming commonplace.

- As businesses of all types increase their reliance on technology to store their data or their clients' data on computers, they face increased computer attacks, viruses and security breaches.
- Traditional coverage forms alone typically fall short of covering network security and privacy injury risks.

CNA provides broad insurance coverage to address those risks.

- We offer the underwriting and risk management expertise to help build effective risk strategies.
- We offer various options to address your cyber-risk exposures or needs.

CNA's appetite includes:

- | | | |
|-------------------------|----------------|-----------------------------------|
| • Agricultural/Forestry | • Mining | • Manufacturing |
| • Health Care | • Oil & Gas | • Transportation Services |
| • Retail | • Construction | • Wholesale Trade |
| • Telecommunications | • Technology | • Miscellaneous Service Providers |
- ... we will consider many more

Basic Coverage Highlights

• Network Security Liability

- Provides coverage for a claim of network damage alleging a wrongful act that results in a security breach of the insured entity's network.
- Network Damage includes the inability to gain access to the network, and destruction or alteration of a third party's information residing on the network.

• Basic Privacy Injury Liability

- Provides coverage for a claim of privacy injury alleging a wrongful act that results in a security breach of the insured entity's network.
- Privacy injury includes unauthorized disclosure or the insured's failure to prevent unauthorized access to nonpublic personal information or to nonpublic corporate information residing on the insured's network.

Optional Coverages Available

- Laptop Computer Breach Privacy Liability
 - Covers claims for privacy injury as a result of the loss or theft of an insured's laptop or removable storage device.
- Broad Form Privacy Injury Liability
 - Covers information in printed form and in the insured's care, custody or control.
 - Coverage also includes Rogue Employee for whose wrongful act the insured is legally responsible.
- Privacy Regulatory Proceedings
 - Covers loss due to Privacy Regulation Proceedings alleging a violation of any Security Breach Notice Law.
 - Covers civil fines, sanctions or penalties imposed under a Privacy Regulation Proceeding for a violation of a Security Breach Notice Law.
 - Coverage also includes Rogue Employee for whose wrongful act the insured is legally responsible.
- Privacy Event Expense
 - Reimbursement for reasonable expenses incurred by the insured entity to comply with a Security Breach Notice Law or respond to a Privacy Event (including setting up a call center and providing credit monitoring services).
- Network Extortion Expense
 - Reimbursement for reasonable expenses incurred by the insured entity to respond to a network extortion or demand.

Broad coverage for Technology and Telecommunications Professional Liability is provided as one part of the Epack ExtraSM policy. Epack ExtraSM allows insureds to package multiple coverages on one policy form.



Network Security and Privacy Injury

Coverage Scenarios

Manufacturing

The Facts: A contract manufacturer stores its customer's designs on its network. The designs are used in the production of custom assemblies in accordance with customer specifications. The manufacturer's network is infected with a virus which corrupts the customer's design specifications, resulting in damage to information in the manufacturer's care. The customer sues the manufacturer seeking recovery of late delivery penalties imposed by its downstream customer.

The Bottom Line: Defense costs totaled \$500,000 and \$250,000 for indemnity, customer damages.

Retail

The Facts: A hacker penetrates a retailer's network security and steals credit card information from a database containing stored transaction data. The hacker uses the harvested information to make purchases and to fraudulently obtain loans in each cardholder's name. Cardholders sue the retailer to recover their cost to repair credit and discharge fraudulent loans and seek damages for emotional distress. The banks who issued the cards compromised in the attack also sue the retailer to recover card re-issuance and cardholder notification costs.

The Bottom Line: Defense costs totaled \$750,000 and \$1.75M to repay banks and cardholders for the damages they incurred.

Healthcare

The Facts: A doctor's practice sustains a network security breach. The attacker steals patient records including financial information and health benefits account data. Data is re-sold to individuals who use benefits information to fraudulently obtain medical services. Legitimate patients sue seeking compensation for emotional distress in addition to other consequential damages. The legitimate patients' health insurance carriers sue the doctor's practice to recover reimbursements made for fraudulently obtained health services.

The Bottom Line: Defense costs totaled \$300,000 and \$500,000 to reimburse the health insurance carriers.

Construction

The Facts: A small construction firm maintains employee and 1099 contractor records on their network. The records contain private personally identifiable information for tax reporting, including social security numbers/tax payer IDs. The firm's network security is breached. The attacker steals personal records. The firm must notify all affected individuals in writing. It also purchases one year's worth of credit monitoring services on their behalf to detect unauthorized activity in their credit accounts. Later, the attacker sells the stolen information to an ID theft ring. The ID thieves age the information for a year (after credit monitoring stops). They then begin using it to fraudulently obtain credit in the name of the compromised individuals. The affected individuals sue the firm for breach of privacy and seek consequential damages.

The Bottom Line: Defense costs totaled \$500,000, privacy expenses were \$100,000 and customer damages were \$900,000.

Technology

The Facts: A mid-sized technology company hosts web sites for retailers. Retailers rely on web site availability to generate e-commerce income. The technology company's site is disrupted by a virus. Their customers' ability to generate income is disrupted. Customers sue the company to recover lost income.

The Bottom Line: Defense costs totaled \$100,000 and \$500,000 for indemnity and customer damages.

To learn more about CNA's Management and Professional Liability offerings, contact your agent or broker.

03/31/2013 Update

CNA is the 7th largest U.S. commercial property and casualty insurance company.¹ Founded in 1897, CNA has approximately 7,500 employees, serving businesses and professionals in the U.S., Canada, Europe and Asia. CNA products and services are sold by highly regarded independent agents and brokers.

Financial Strength Ratings - CNA P&C Insurance Group

A.M. Best: **A (Excellent)**; Standard & Poor's: **A- (Strong)**; Moody's: **A3 (Good)**. The Standard & Poor's and Moody's rating outlooks are positive. The A.M. Best rating outlook is stable. **CNA Europe**, through CNA Insurance Company Limited, has an S&P rating of **A- (Strong)** with a positive outlook. **CNA Canada**, through Continental Casualty Company's Canadian Branch, has an A.M. Best rating of **A (Excellent)** with a stable outlook.

Q1 2013 Financial Highlights (in millions, except ratios and book values per share)

	Q1 2012	Q1 2013	
Net operating income	\$226	\$231	• Strong first quarter earnings, consistent with last year's first quarter
Net income	\$250	\$250	• Top-line growth of 10% largely driven by rate increases
P&C Operations net written premium	\$1,608	\$1,776	• Further progress on strategies to drive margin improvement
P&C Operations combined ratio	102.0%	101.5%	• Solid underwriting results in Specialty businesses with a first quarter combined ratio of 95.0%. Improving results in Commercial businesses with 1.3 points of improvement in the loss ratio before prior year development and catastrophes.
Book value per share	\$44.48	\$46.00	• Book value per share increased 3% from 3/31/12

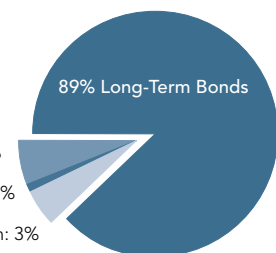
Balance Sheet Strength & Stability at 03/31/2013

- Invested assets - \$47.6B
- GAAP equity - \$12.4B
- Statutory surplus - \$10.0B²
- Total capital - \$15.0B
- Debt-to-capital ratio - 17.2%

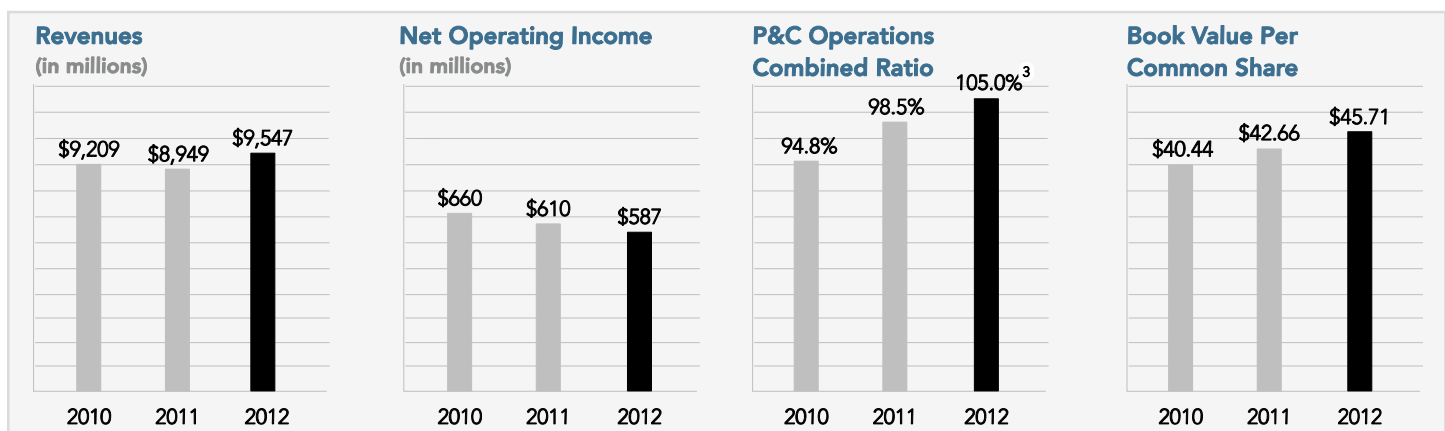
Investment Portfolio

Average credit quality rating of A

Limited Partnerships and Other: 7%
Equities: 1%
Short Term: 3%



Three-Year Financial Performance



1. Based on 2011 net written premium, A.M. Best
2. Continental Casualty Company
3. Includes 6.4-point impact from Storm Sandy and other catastrophes