

REFINITIV

DELTA REPORT

10-K

CNA - CNA FINANCIAL CORP

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 4835

█ **CHANGES** 638

█ **DELETIONS** 3227

█ **ADDITIONS** 970

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2023** **December 31, 2024**
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission File Number **1-5823**

CNA FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware **36-6169860**

(State or other jurisdiction of
incorporation or organization) (I.R.S. Employer
Identification No.)

151 N. Franklin **60606**

Chicago, Illinois (Zip Code)

(Address of principal executive offices)

(312) 822-5000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par value \$2.50	"CNA"	New York Stock Exchange
		Chicago Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of **February 2, 2024** **February 7, 2025**, **270,896,945** **270,861,659** shares of common stock were outstanding. The aggregate market value of the common stock held by non-affiliates of the registrant as of **June 30, 2023** **June 30, 2024** was approximately **\$1,013** **\$1,001** million based on the closing price of **\$38.62** **\$46.07** per share of the common stock on the New York Stock Exchange on **June 30, 2023** **June 30, 2024**.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the CNA Financial Corporation Proxy Statement prepared for the **2024** **2025** annual meeting of shareholders, pursuant to Regulation 14A, are incorporated by reference into Part III of this report.

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PART I

ITEM 1. BUSINESS

CNA Financial Corporation (CNAF) was incorporated in 1967 and is an insurance holding company. References to "CNA," "the Company," "we," "our," "us" or like terms refer to the business of CNAF and its subsidiaries. CNA's property and casualty and remaining life and group insurance operations are primarily conducted by Continental Casualty Company (CCC), The Continental Insurance Company, Western Surety Company, CNA Insurance Company Limited, Hardy Underwriting Bermuda Limited and its subsidiaries (Hardy), and CNA Insurance Company (Europe) S.A. Loews Corporation (Loews) owned approximately 92% of our outstanding common stock as of [December 31, 2023](#) [December 31, 2024](#).

Our insurance products primarily include commercial property and casualty coverages, including surety. Our services include warranty, risk management information services and claims administration. Our products and services are primarily marketed through independent agents, brokers and managing general underwriters to a wide variety of customers, including small, medium and large businesses, insurance companies, associations, professionals and other groups. The property and casualty insurance industry is highly competitive, both as it relates to rate and service. We compete with a large number of stock and mutual insurance companies, as well as other entities, for both distributors and customers.

Our commercial property and casualty underwriting presence in the United States of America (U.S.) consists of field underwriting locations and centralized processing operations which handle policy processing, billing and collection activities and also act as call centers to optimize service. Our claim operations in the U.S. consists of primary locations where we handle multiple claim types and key business functions, as well as regional claim offices which are aligned with our underwriting field structure. We also have property and casualty underwriting operations in Canada, the United Kingdom (U.K.) and Continental Europe, as well as access to business placed at Lloyd's of London through Syndicate 382.

Our commercial property and casualty insurance operations are managed and reported in three business segments: Specialty, Commercial and International, which we refer to collectively as Property & Casualty Operations. Our operations outside of Property & Casualty Operations are managed and reported in two business segments: Life & Group and Corporate & Other. Discussion of each segment, including the products offered, customers served and distribution channels used, is set forth in the Management's Discussion and Analysis (MD&A) included under Item 7 and in Note P to the Consolidated Financial Statements included under Item 8.

Current Regulation

The insurance industry is subject to comprehensive and detailed regulation and supervision. Regulatory oversight by applicable agencies is exercised through review of submitted filings and information, examinations (both financial and market conduct), direct inquiries and interviews. Each domestic and foreign jurisdiction has established supervisory agencies with broad administrative powers relative to licensing insurers and agents, approving policy forms, establishing reserve requirements, prescribing the form and content of statutory financial reports and regulating capital adequacy and the type, quality and amount of investments permitted. Such regulatory powers also extend to premium rate regulations requiring rates not be excessive, inadequate or unfairly discriminatory. In addition to regulation of dividends by insurance subsidiaries, intercompany transfers of assets or payments may be subject to prior notice or approval by insurance regulators, depending on the size of such transfers and payments in relation to the financial position of the insurance subsidiaries making the transfer or payments.

As our insurance operations are conducted in both domestic and foreign jurisdictions, we are subject to a number of regulatory agency requirements applicable to a portion, or all, of our operations. These include but are not limited to, the State of Illinois Department of Insurance (which is our global group-wide supervisor), the U.K. Prudential Regulatory Authority and Financial Conduct Authority, the Office of Superintendent of Financial Institutions in Canada, the Luxembourg insurance regulator Commissariat aux Assurances (the CAA) and the Bermuda Monetary Authority.

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Domestic insurers are also required by state insurance regulators to provide coverage to certain insureds who would not otherwise be considered eligible by the insurers. Each state dictates the types of insurance and the level of coverage that must be provided to such involuntary risks. Our share of these involuntary risks is mandatory and generally a function of our respective share of the voluntary market by line of insurance in each state.

Further, domestic insurance companies are subject to state guaranty fund and other insurance-related assessments. Guaranty funds are governed by state insurance guaranty associations which levy assessments to meet the funding needs of insolvent insurer estates. Other insurance-related assessments are generally levied by state agencies to fund various organizations, including disaster relief funds, rating bureaus, insurance departments and workers' compensation second injury funds, and by industry organizations that assist in the statistical analysis and ratemaking process, and we have the ability to recoup certain of these assessments from policyholders.

Although the U.S. federal government does not currently directly regulate the business of insurance, federal legislative and regulatory initiatives can affect the insurance industry. These initiatives and legislation include proposals relating to terrorism and natural catastrophe exposures, federal financial services reforms and certain tax reforms.

Hardy, a specialized Lloyd's of London (Lloyd's) underwriter, is also supervised by the Council of Lloyd's, which is the franchisor for all Lloyd's operations. The Council of Lloyd's has wide discretionary powers to regulate Lloyd's underwriting, such as establishing the capital requirements for syndicate participation. In addition, the annual business plan of each syndicate is subject to the review and approval of the Lloyd's Franchise Board, which is responsible for business planning and monitoring for all syndicates.

Capital adequacy and risk management regulations, referred to as Solvency II, apply to our European operations and are enacted by the European Commission, the executive body of the European Union (E.U.). Additionally, the International Association of Insurance Supervisors (IAIS) continues to develop capital requirements as more fully discussed below.

Regulation Outlook

The IAIS has adopted a Common Framework (ComFrame) for the supervision of Internationally Active Insurance Groups (IAIGs), which is focused on the group-wide supervision of IAIGs, such as CNA. As part of ComFrame the IAIS has developed a global capital standard that, if adopted in the U.S., would be applicable to U.S.-based IAIGs. Certain elements of ComFrame were incorporated into regulatory guidelines issued by the National Association of Insurance Commissioners (NAIC) for application by regulators beginning in 2023, the U.S. These additions were adopted for the purpose of streamlining group-wide supervision, further leveraging existing risk and solvency measures and applying them on a group-wide basis.

The NAIC developed an approach to group capital regulation and solvency-monitoring activities using the Group Capital Calculation (GCC). While historically the U.S. regulatory regime was primarily based on legal entity regulation, the GCC quantifies risk across the insurance group. The GCC was adopted by the NAIC along with model legislative language and attendant regulations, which have been adopted in a number of U.S. states where IAIGs are domiciled, including Illinois. Alongside the GCC, the NAIC has also developed the Aggregation Method (AM) approach to assessing group capital as an alternative to the Insurance Capital Standard (ICS) developed by the IAIS. The AM is influenced by the GCC and calculated in a similar manner. A decision by In 2024, the IAIS on whether concluded that the AM provides comparable outcomes to the ICS is expected in 2024. ICS. While the AM will undergo further refinement as a part of the implementation process, the finding of comparability by the IAIS represents recognition of existing U.S. solvency regulation.

In addition, the U.S. and foreign regulatory environment in which we operate is continuously evolving, with both existing and prospective regulations that implicate aspects of our corporate governance, public disclosures and risk management, practices, public disclosures, environmental, social and governance (ESG) related issues, climate change, artificial intelligence and cybersecurity, cybersecurity practices.

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Human Capital

As of December 31, 2023 December 31, 2024, we had approximately 6,300 6,500 employees. We seek to create a culture of inclusion that engages our employees and offers them opportunities to learn, grow and achieve their career goals. We believe this will facilitate our ability to continue to attract and retain a highly talented workforce.

Talent, Recruitment and Development

We focus on attracting, developing and retaining top-tier talent to reflect the specialist nature of our business.

We aim to continually build on the expertise of our workforce. At entry levels, we have implemented trainee and internship programs and we continue to leverage relationships with colleges to attract new and diverse talent. We seek to promote the development of employees, both to optimize current performance and to develop skills for future career growth. We have implemented programs designed for our employees to grow their technical expertise, collaborate with one another and achieve their career goals. We offer a wide range of learning and development opportunities, including mentorship and reverse mentorship programs, apprenticeship and sponsorship programs, tuition reimbursement, technical training and specialized leadership development programs.

CNA leaders engage regularly with our employees on their performance and professional development. We gather employee feedback through pulse surveys and routine dialogue with our employee resource groups and leaders from across the enterprise. Our annual talent and succession planning process culminates in a review with leadership of key talent retention and promotion, as well as a review of our succession plans. Our performance management cycle seeks to ensure that employees have goals and development plans refreshed at least annually regularly and performance review conversations are held between managers and their direct reports throughout the annual performance period.

We believe that employing individuals with different backgrounds and experiences helps meet the diverse needs of our stakeholders.

Employee Benefits

We offer comprehensive compensation and benefits packages to eligible employees including a 401k plan, healthcare and insurance benefits, health savings and flexible spending accounts, paid time off and certain family assistance programs, including paid family leave, flexible work arrangements and surrogacy and adoption assistance plans. programs.

We provide certain benefits to eligible employees that are geared toward enhancing physical, mental, financial and social health. These include a holistic well-being incentive program with resources for both employees and their families, employee mental health assistance programs, and stress management and resilience programs. **CNA also offers remote working options and a hybrid-working environment for eligible employees.**

Diversity, Equity and Inclusion

Diversity, Equity and Inclusion (DEI) is a strategic imperative. Our DEI Vision is to cultivate an inclusive culture grounded in equity that celebrates individuals' differences, attracts diverse talent, and fosters an environment that enables employees to do their best work.

To act on our DEI Vision, CNA has appointed senior leaders to an executive DEI Council, and our Chairman and CEO serves as the Executive Sponsor. The DEI Council works closely with internal DEI subject matter experts and with our eight employee resource groups to create and drive strategic DEI initiatives.

Critical components of our DEI Vision include:

- **Skill building.** CNA offers DEI learning programs to all employees. After expanding our focus on allyship and equity, we refreshed our new hire onboarding, manager training and leadership development programs, and launched interactive workshops designed to provide opportunities to learn and practice new skills.
- **Leadership training.** CNA requires every people leader and officer to complete inclusive leadership training. We also provide additional networking and learning opportunities for leaders to support the critical role they play in creating an inclusive workplace culture.
- **Talent development.** CNA has a talent sponsorship program that seeks to accelerate the development of high performing diverse employees, diversify our leadership ranks and broadly build inclusive leadership skills. In addition, we offer mentoring and reverse mentoring program opportunities to employees.
- **Representation.** We seek to increase the representation of diverse talent throughout the organization. We monitor our representation of diverse talent and review our trends in relation to the labor market

and industry to understand how we can increase it. We also report this information regularly to our Board of Directors.

- **Partnerships.** CNA has established new partnerships, and expanded several existing partnerships, with organizations whose DEI values and objectives align with our own. Through these partnerships, we uncover new sources of talent, support minority owned businesses, contribute to the development of students from underserved communities and provide opportunities for our employees to volunteer in their local communities.
- **Policies and benefits.** We regularly review our workplace policies and employee benefits and seek to adapt them to the changing needs of our employees.

We also have a corporate social responsibility strategy with a focus on four core areas: DEI, protecting the environment, science, technology, engineering and mathematics (STEM) education, and disaster preparedness and recovery. Our employees are encouraged to participate in a wide array of volunteer activities and we support their charitable giving by matching employee contributions to qualified nonprofit organizations.

Available Information

We file annual, quarterly and current reports, proxy statements and other documents with the Securities and Exchange Commission (SEC) under the Securities Exchange Act of 1934 (Exchange Act). The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers, including CNA. The public can obtain any documents that we file with the SEC at www.sec.gov.

We also make available free of charge on or through our internet website at www.cna.com our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC.

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ITEM 1A. RISK FACTORS

Our business faces many risks and uncertainties. These risks and uncertainties could lead to events or circumstances that have a material adverse effect on our results of operations, equity, business and insurer financial strength and corporate debt ratings. We have described below material risks that we face. There may be additional risks that we do not yet know of or that we do not currently perceive to be material that may also affect our business. You should carefully consider and evaluate all of the information included in this report and any subsequent reports we may file with the SEC or make available to the public before investing in any securities we issue.

Insurance Risks

If we determine that our recorded insurance reserves are insufficient to cover our estimated ultimate unpaid liability for claim and claim adjustment expenses, we may need to increase our insurance reserves which would result in a charge to our earnings.

We maintain insurance reserves to cover our estimated ultimate unpaid liability for claim and claim adjustment expenses, including the estimated cost of the claims adjudication process, for reported and unreported claims. Insurance reserves are not an exact calculation of liability but instead are complex management estimates developed utilizing a variety of actuarial reserve estimation techniques as of a given reporting date. The reserve estimation process involves a high degree of judgment and variability and is subject to a number of factors which are highly uncertain. These factors can be affected by both changes in internal processes and external events. Key variables include frequency of claims, claim

severity, mortality, morbidity, discount rates, economic, social and medical inflation, claim handling policies and procedures, case reserving approach, underwriting and pricing policies, changes in the legal and regulatory environment and the lag time between the occurrence of an insured event and the time of its ultimate settlement. Mortality is the relative incidence of death. Morbidity is the frequency and severity of injury, illness, sickness and diseases contracted.

There is generally a higher degree of variability in estimating required reserves for long-tail coverages, such as long-term care, workers' compensation, general liability and professional liability, as they require a relatively longer period of time for claims to be reported and settled. The impact of changes in economic and social inflation, and medical costs are also more pronounced for long-tail coverages due to the longer settlement period. Certain risks and uncertainties associated with our insurance reserves are outlined in the Critical Accounting Estimates and the Reserves - Estimates and Uncertainties sections of MD&A in Item 7.

We are subject to the uncertain effects of emerging and potential claims and coverage issues that arise as industry practices and legal, judicial, geopolitical, social, economic and other environmental conditions change. Further, the impact of social inflation continues to be significant and the trajectory of its future impact remains uncertain. Any imposition of significant tariffs by the U.S., as well as any related retaliatory tariffs, may result in considerable increases in certain costs that would increase the cost of claims. In addition, passage of reviver statutes that extend, or eliminate, the statute of limitations for the reporting of claims, including statutes passed in certain states with respect to sexual molestation and sexual abuse, increase the uncertainty of the frequency of claims, and the impact of social inflation has, and may continue to, increase the severity of these claims. These issues, have had, and may continue to have, a negative effect on our business, results of operations and financial condition by either extending coverage beyond the original underwriting intent or by increasing the number or size of claims, resulting in further increases in our reserves. The effects of unforeseen emerging or potential claim and coverage issues are extremely difficult to predict and may be material.

In light of the many uncertainties associated with establishing the estimates and making the judgments necessary to establish reserve levels, we continually review and change our reserve estimates in a regular and ongoing process as experience develops from the actual reporting and settlement of claims and as the legal, regulatory and economic environment evolves. When our recorded reserves are insufficient for any reason, the required increase in reserves is recorded as a charge against our earnings in the period in which reserves are determined to be insufficient. These charges have been and in the future could be substantial.

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Our actual experience could vary from the key assumptions used to determine future policy benefit reserves for long-term care policies.

Our future policy benefit reserves for long-term care policies are based on our best estimate actuarial assumptions, which are assessed quarterly and updated at least annually. Key actuarial assumptions include morbidity, persistency, (inclusive of mortality), anticipated future premium rate increases and expenses. The adequacy of the reserves is contingent upon actual experience and our future expectations related to these key assumptions. If actual or expected future experience differs from these assumptions, the reserves may not be adequate, requiring us to increase reserves. The required increase in reserves is recorded as a charge against our earnings in the period in which reserves are determined to be insufficient. These charges have been and in the future could be substantial. The reserves are discounted using upper-medium grade fixed income instrument yields as of each reporting date. Discount rates are subject to interest rate and market volatility. See the Life & Group Policyholder Reserves portion of Reserves - Estimates and Uncertainties section of MD&A in Item 7 for more information.

Morbidity and persistency experience inclusive of mortality, can be volatile and may be negatively affected by many factors including but not limited to, policyholder behavior, judicial decisions regarding policy terms, socioeconomic factors, cost of care inflation, changes in health trends and advances in medical care.

A prolonged period during which investment returns remain at low levels could result in shortfalls in investment income on assets supporting our obligations under long-term care policies. This risk is may be more significant for our long-term care products because when the long potential duration of the policy obligations exceeds the duration of the supporting investment assets. In addition, we may not receive regulatory approval for the level of premium rate increases we request. Any adverse deviation between the level of future premium rate increases approved and the level included in our reserving assumptions may require an increase to our reserves.

We are vulnerable to material losses from natural and man-made disasters.

Catastrophe losses are an inevitable part of our business. Various events can cause catastrophe losses. These events can be natural or man-made, and may include hurricanes, tornadoes, windstorms, earthquakes, hail, severe winter weather, droughts, fires, floods, riots, strikes, civil unrest, cyber-attacks, pandemics and acts of terrorism. The frequency and severity of these catastrophe events are inherently unpredictable. Exposure to cyber risk is increasing systematically due to greater digital dependence, which increases the potential for, and the potential losses due to, a catastrophic cyber event. Catastrophic cyber-attack scenarios are not bound by time or geographic limitations and cyber-related catastrophic perils don't have well-established definitions or fundamental physical properties. In addition, longer-term natural catastrophe trends may be changing and new types of catastrophe losses may be developing due to climate change, its associated extreme weather events linked to rising temperatures and its effects on global weather patterns, greenhouse gases, sea, land and air temperatures, sea levels, rain, drought, hail and snow. Climate studies by government agencies, academic institutions, catastrophe modeling organizations and other groups indicate that climate change may be altering the frequency and/or severity of catastrophic weather events, such as hurricanes, tornadoes, windstorms, floods, earthquakes, hail, severe winter weather, droughts, fires and other natural disasters, floods.

The extent of our losses from catastrophes is a function of the total amount of our insured exposures in the affected areas, the frequency and severity of the events themselves, the level of our reinsurance coverage, reinsurance reinstatement premiums and state residual market assessments, if any. It can take a long time for the ultimate cost of any catastrophe losses to us to be finally determined, as a multitude of factors contribute to such costs, including evaluation of general liability and pollution exposures, infrastructure disruption, business interruption and reinsurance collectibility. Further, significant catastrophic events or a series of catastrophic events have the potential to impose financial stress on the reinsurance industry, which could impact our ability to collect amounts owed to us by reinsurers, thereby resulting in higher net incurred losses.

Reinsurance coverage for "unconventional" terrorism events (such as nuclear, biological, chemical or radiological attacks) is provided only in limited circumstances. Our principal reinsurance protection against these large-scale terrorist attacks is the coverage currently provided through the Terrorism Risk Insurance Program Reauthorization Act of 2019 (TRIPRA) through December 31, 2027. However, such coverage is subject to a mandatory deductible and other limitations. It is also possible that future legislation could change

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or eliminate the program, which could adversely affect our business by increasing our exposure to terrorism losses, or by lowering our business volume through efforts to avoid that exposure. For a further discussion of TRIPRA, see Part II, Item 7, MD&A - Catastrophes and Related Reinsurance.

As a result of the items discussed above, catastrophe losses are particularly difficult to estimate, could cause us to exhaust our available reinsurance limits, could lead to large losses and could adversely affect the cost and availability of reinsurance. Accordingly, catastrophic events could have a material adverse effect on our business, results of operations, financial condition and liquidity.

The COVID-19 pandemic, including new or emerging variants, other potential pandemics and related measures to mitigate the spread of the foregoing may continue to have adverse impacts on our business, results of operations and financial condition and could be material.

We have experienced, and may continue to experience, increased claim submissions and litigation related to denial of claims based on policy coverage or the facts of the claim, in certain lines of business that are implicated by the COVID-19 pandemic and mitigating actions taken by our customers and governmental authorities in response to its spread. These lines include primarily healthcare professional liability, workers' compensation, commercial property related business interruption coverage, healthcare professional liability, management liability (directors and officers, employment practices and professional liability lines) and trade credit, workers' compensation. We recorded significant losses during 2020, a significant portion of which remain classified as incurred but not reported (IBNR) reserves, in these areas and may experience continued losses, which could be material.

Increased frequency or severity in any or all of the foregoing lines, or others where the exposure has yet to emerge, relating to long-term effects of COVID-19, new or emerging variants, or other potential pandemics, and related measures to mitigate the spread of the foregoing, may have a material impact on our business, results of operations and financial condition.

We have incurred and may continue to incur substantial expenses related to litigation activity in connection with COVID-related legal claims. These actions primarily relate to denial of claims submitted as a result of the pandemic and the mitigating actions taken, including lockdowns and closing of certain businesses. The significance of such litigation or any other litigation relating to new or emerging variants of COVID-19 or other potential pandemics and related measures to mitigate the spread of the foregoing, both in substance and volume, and the resultant Company-initiated activities, including external counsel engagement, and the costs related thereto, may have a material impact on our business, results of operations and financial condition.

We have exposures related to asbestos and environmental pollution (A&EP) claims, which could result in material losses.

Our property and casualty insurance subsidiaries have exposures related to A&EP claims. Our experience has been that establishing claim and claim adjustment expense reserves for casualty coverages relating to A&EP claims is subject to uncertainties that are greater than those presented by more traditional property and casualty claims. Additionally, traditional actuarial methods and techniques employed to estimate the ultimate cost of claims for more traditional property and casualty exposures are less precise in estimating claim and claim adjustment expense reserves for A&EP. As a result, estimating the ultimate cost of both reported and unreported A&EP claims is subject to a higher degree of variability. On August 31, 2010, we completed a retroactive reinsurance transaction under which substantially all of our legacy A&EP liabilities were ceded to National Indemnity Company (NICO), a subsidiary of Berkshire Hathaway Inc., subject to an aggregate limit of \$4 billion (Loss Portfolio Transfer). The cumulative amount ceded under the Loss Portfolio Transfer as of December 31, 2023 December 31, 2024 was \$3.6 billion \$3.7 billion. If the other parties to the Loss Portfolio Transfer do not fully perform their obligations, net losses incurred on A&EP claims covered by the Loss Portfolio Transfer exceed the aggregate limit of \$4 billion, or we determine we have exposures to A&EP claims not covered by the Loss Portfolio Transfer, we may need to increase our recorded net reserves which would result in a charge against our earnings. These charges could be substantial. Additionally, if the A&EP claims exceed the limit of the Loss Portfolio Transfer, we will need to assess whether to purchase additional limit or to reassume claim handling responsibility for A&EP claims from an affiliate of NICO. Any additional reinsurance premium or future claim handling costs would also reduce our earnings.

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We are exposed to, and may face adverse developments related to, mass tort claims that could arise from,

among other things, our insureds' sale or use of potentially harmful products or substances, changes to the social and legal environment, such as those related to abuse reviver statutes, issues related to altered interpretation of coverage and other new and emerging claim theories.

We face potential exposure to various types of existing, new and emerging mass tort claims, including those related to exposure to potentially harmful products or substances, such as glyphosate, lead paint, per- and polyfluoroalkyl substances (PFAS) and opioids; opioids, sexual abuse and molestation claims, claims arising from changes that expand the right to sue, remove limitations on recovery, extend the statutes of limitations or otherwise repeal or weaken tort reforms, such as those related to abuse reviver statutes, including New York reviver statutes; and claims related to new and emerging theories of liability, such as those related to global warming and climate change. Evolving judicial interpretations and new legislation regarding the application of various tort theories and defenses, including application of various theories of joint and several liability, as well as the application of insurance coverage to these claims, give rise to new and potentially more severe claim activity. For example, we have recorded, and may continue to record, increases in our mass

tort reserves, driven substantially by abuse reviver statutes that have resulted in increased claims. Similar and continuing mass tort claim activity, including activity based on changing judicial interpretations and recent and proposed legislation, could have a material adverse effect on our business, results of operations and financial condition.

Strategic Risks

We face intense competition in our industry; we may be adversely affected by the cyclical nature of the property and casualty business and by the evolving landscape of our distribution network.

All aspects of the insurance industry are highly competitive and we must continuously allocate resources to refine and improve our insurance products and services to remain competitive. We compete with a large number of stock and mutual insurance companies and other entities, some of which may be larger or have greater financial or other resources than we do, for both distributors and customers. This includes agents, brokers and managing general underwriters who may increasingly compete with us, **to the extent that including as a result of markets continue continuing** to provide them with direct access to providers of capital seeking exposure to insurance risk. Insurers compete on the basis of many factors, including products, price, services, ratings and financial strength. The competitor landscape has evolved substantially in recent years, with significant consolidation and new market entrants, such as insurtech firms, resulting in increased pressures on our ability to remain competitive, particularly in obtaining pricing that is both attractive to our customer base and risk-appropriate to us.

In addition, the property and casualty market is cyclical and has experienced periods characterized by relatively high levels of price competition, resulting in less restrictive underwriting standards and relatively low premium rates, followed by periods of relatively lower levels of competition, more selective underwriting standards and relatively high premium rates. We may lose business to competitors offering competitive insurance products at lower prices. As a result, our premium levels and expense ratio could be materially adversely impacted.

We market our insurance products worldwide primarily through independent insurance agents, insurance brokers, and managing general underwriters who also promote and distribute the products of our **competitors**, **competitors**, and in certain cases **their own products**. Any change in our relationships with our distribution network agents, brokers or managing general underwriters, including as a result of consolidation or their increased promotion and distribution of our competitors' or **their own products**, could adversely affect our ability to sell our products. As a result, our business volume and results of operations could be materially adversely impacted.

Our underwriting strategies currently rely on the effectiveness of reinsurance arrangements and we accordingly face risks relating to reinsurance, including obtaining reinsurance at a cost or on terms and conditions we deem acceptable, reinsurance counterparty risk and ineffective reinsurance coverage.

A primary reason we purchase reinsurance is to manage our exposure to risk, thereby facilitating our underwriting strategies in certain key areas. Under our ceded reinsurance arrangements, a reinsurer assumes a specified portion of our exposure in exchange for a specified portion of policy premiums. The availability and cost of the reinsurance protection we purchase, which affects the volatility and profitability of our business, as well as the level and types of risk we retain, is determined by many factors, including general economic

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conditions and conditions in the reinsurance market, such as the occurrence of significant reinsured events or unexpected adverse trends, including those associated with climate change. If we are unable to obtain sufficient reinsurance at a cost or on terms and conditions we deem acceptable, our risk exposure will not be mitigated to the degree desired or we may forego such increased risk, thereby adversely impacting our underwriting strategies. In addition, use of reinsurance exposes us to credit risk of the reinsurers, as the reinsurance arrangements do not relieve us of the liability to the customer. If a reinsurer is unable to meet its financial obligations under a reinsurance arrangement, we will remain obligated under the original policies issued to our customers. Furthermore, while we use various risk management methods, including the use of reinsurance, to effectively manage risk, there is the possibility that one or more natural catastrophes and/or terrorism or other events could result in claims substantially exceeding expectations, thereby making the reinsurance strategy significantly less effective. Such reinsurance-related risks could have a material adverse effect on our business, results of operations and financial condition and adversely affect our underwriting strategies in certain lines of business.

We may be adversely affected by technological changes or disruptions in the insurance marketplace.

Technological changes in the way insurance transactions are completed in the marketplace, and our ability to react effectively to such change, may present significant competitive risks. For example, more insurers are utilizing **or may begin utilizing** "big data" analytics **or artificial intelligence** to make underwriting **and/or** other decisions that impact product design and pricing. If such utilization is more effective than how we use our data and information, we will be at a competitive disadvantage. There can be no assurance that we will continue to compete effectively with our industry peers due to technological changes; accordingly, this may have a material adverse effect on our business, results of operations and financial condition.

In addition, agents and brokers, technology companies, or other third parties may create alternate distribution channels for commercial business that may adversely impact product differentiation and pricing. For example, they may create a digitally enabled distribution channel that may adversely impact our competitive position. Our efforts or the efforts of agents and brokers with respect to new products or alternate distribution channels, as well as changes in the way agents and brokers utilize greater levels of data and technology, **including artificial intelligence**, could adversely impact our business relationship with independent agents and brokers who currently market our products, resulting in a lower volume and/or profitability of business generated from these sources.

We face considerable competition within our industry for qualified, specialized talent and any significant inability to attract and retain talent may adversely affect the execution of our business strategies.

The successful execution of our business strategies depends on our ability to attract and retain qualified talent. Due to the intense competition in our industry and from businesses outside the industry for qualified employees, especially those in key positions and those possessing highly specialized knowledge and industry experience in areas such as underwriting, data and analytics and technology, we may encounter obstacles to our ability to attract and retain such employees, which could materially adversely affect our business, results of operations and financial condition.

We are controlled by a single stockholder which could result in potential conflicts of interest.

Loews beneficially owned approximately 92% of our outstanding shares of common stock as of **December 31, 2023** **December 31, 2024**, and is in a position to control actions that require the consent of stockholders, including the election of directors, amendment of our Restated Certificate of Incorporation and any merger or sale of substantially all of our

assets. In addition, **four** and as of January 1, 2025 three officers of Loews, including the CEO of Loews (who is also a director of Loews), along with **one additional director of Loews (who is also the Co-Chairman Chairman of the Board of Loews)** and **one director emeritus** of Loews, serve on our Board of Directors. We have also entered into services agreements and a registration rights agreement with Loews, and we may in the future enter into other agreements with Loews. It is possible that potential conflicts of interest could arise in the future for our directors who are also officers and/or directors of Loews with respect to a number of areas relating to the past and ongoing relationships of Loews and us, including tax and insurance matters, financial commitments and sales of common stock pursuant to registration rights or otherwise.

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Financial Risks

We may incur significant realized and unrealized investment losses and volatility in net investment income arising from changes in the financial markets.

Our investment portfolio is exposed to various risks, such as interest rate, credit spread, issuer default, equity prices and foreign currency, which are unpredictable. Financial markets are highly sensitive to changes in economic conditions, monetary policies, tax policies, interest rates, domestic and international geopolitical issues and many other factors. **Any imposition of significant tariffs by the U.S., as well as any related retaliatory tariffs, may adversely impact the general economy and the financial markets, and adversely affect the valuation of our investments.** Changes in financial markets, including fluctuations in interest rates, credit, equity prices and foreign currency prices, and many other factors beyond our control can adversely affect the value of our investments, the realization of investment income and the rate at which we discount certain liabilities. Our investment portfolio is also subject to increased valuation uncertainties when investment markets are illiquid. The valuation of investments is more subjective when markets are illiquid, thereby increasing the risk that the estimated fair value (i.e., the carrying amount) of the portion of our investment portfolio that is carried at fair value in our financial statements is not reflective of the prices at which actual transactions could occur.

We have significant holdings in fixed maturity investments that are sensitive to changes in interest rates. A decline in interest rates may reduce the returns earned on new fixed maturity investments, thereby reducing our net investment income, while an increase in interest rates may reduce the value of our existing fixed maturity investments, which could increase our net unrealized losses or reduce our net unrealized gains included in Accumulated other comprehensive income (AOCI). The value of our fixed maturity investments is also subject to risk that certain investments may default or become impaired due to deterioration in the financial condition of issuers of the investments we hold or in the underlying collateral of the security.

In addition, we invest a portion of our assets in limited partnerships and common stock which are subject to greater market volatility than our fixed maturity investments. Limited partnership investments generally provide a lower level of liquidity than fixed maturity or equity investments, which may also limit our ability to withdraw funds from these investments. The timing and amount of income or losses on such investments is inherently variable and can contribute to volatility in reported earnings.

Further, we hold a portfolio of commercial mortgage loans. We are subject to risk related to the recoverability of loan balances, which is influenced by declines in the estimated cash flows from underlying property leases, fair value of collateral, refinancing risk and the creditworthiness of tenants of credit tenant loan properties, where lease payments directly service the loan. Any changes in actual or expected collections would result in a charge to earnings.

As a result of these factors, we may not earn an adequate return on our investments, may be required to write down the value of our investments and may incur losses on the disposition of our investments all of which could materially adversely affect our business, results of operations and financial condition.

Operational Risks

We use analytical models to assist our decision making in key areas such as pricing, reserving, catastrophe risks and capital modeling and may be adversely affected if actual results differ materially from the model outputs and related analyses.

We use various modeling techniques and data analytics (e.g. scenarios, predictive, stochastic and forecasting) to analyze and estimate exposures, loss trends and other risks associated with our assets and liabilities. This includes both proprietary and third-party modeled outputs and related analyses to assist us in decision-making related to underwriting, pricing, capital allocation, reserving, investing, reinsurance and catastrophe risk, among other things. We incorporate numerous assumptions and forecasts about the future level and variability of policyholder behavior, loss frequency and severity, interest rates, equity markets, inflation, capital requirements, and currency exchange rates, among others. The modeled outputs and related analyses from both proprietary models and third parties are subject to various assumptions, uncertainties, model design errors and the inherent

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limitations of any statistical analysis. Further, climate change may make modeled outcomes less certain or produce new, non-modeled risks.

In addition, the effectiveness of any model can be degraded by operational risks, including the improper use of the model, input errors, data errors and human error. As a result, actual results may differ materially from our modeled results. Our profitability and financial condition substantially depends on the extent to which our actual experience is consistent with assumptions we use in our models and ultimate model outputs. If, based upon these models or other factors, we misprice our products or fail to appropriately estimate the risks we are exposed to, our business, results of operations and financial condition may be materially adversely affected.

Any significant interruption in the operation of our business functions, facilities and/or systems or our vendors' facilities and/or systems could result in a materially adverse effect on our operations.

Our business is highly dependent upon our ability to perform, in an efficient and uninterrupted manner, through our employees or vendor relationships and using our and their facilities and systems, necessary business functions, such as providing internet support and 24-hour call centers, processing new and renewal business, providing customer service, processing and paying claims and other obligations and issuing financial statements.

Our, or our vendors', facilities and systems could become unavailable, inoperable, or otherwise impaired from a variety of causes, including natural events, such as hurricanes, tornadoes, windstorms, earthquakes, severe winter weather and fires, or other events, such as explosions, terrorist attacks, computer security breaches or cyber-attacks, riots, hazardous material releases, medical epidemics or pandemics, utility outages, interruptions of data processing and storage systems or unavailability of communications facilities, facilities or systems. An interruption in our system availability occurred in March 2021 as a result of a cybersecurity attack we sustained. Please refer to the immediately following risk factor for further information regarding this incident. Likewise, we could experience a significant failure, interruption or corruption of one or more of our or our vendors' information technology, telecommunications, or other systems for various reasons, including significant failures or interruptions that might occur as existing systems are replaced or upgraded. The shut-down or unavailability of one or more of our or our vendors' systems or facilities for these or any other reasons could significantly impair our ability to perform critical business functions in a timely basis.

In addition, because our and our vendors' information technology and telecommunications systems interface with and depend on third-party systems, we could experience service denials if demand for such service exceeds capacity or a third-party system fails or experiences an interruption. If sustained or repeated, such events could result in a deterioration of our ability to perform necessary business functions.

The foregoing risks could expose us to monetary and reputational damages. Potential additional exposures relating to significant interruptions to our operations may include substantially increased compliance costs, as well as increased costs relating to investments in computer system and security-related upgrades, and such costs may not be recoverable under our relevant insurance coverage. We have made, and continue to make, investments to improve our security and infrastructure. Some of these investments are a direct result of the March 2021 cybersecurity attack, described in the immediately following risk factor, which are not recoverable under existing insurance coverage.

If our business continuity plans or system security do not sufficiently address these risks, they could have a material adverse effect on our business, results of operations and financial condition.

Any significant breach in our data security infrastructure or our vendors' facilities and/or systems could disrupt business, cause financial losses and damage our reputation, and insurance coverage may not be available for claims related to a breach.

A significant breach of our data security infrastructure may result from actions by our employees, vendors, third-party administrators, or unknown third parties or through cyber-attacks. The risk of a breach can exist whether software services are in our or third party administered data centers or are cloud-based software services. The sophistication of cybersecurity threats continues to escalate, and the measures we take to mitigate the risk of cyber incidents and to safeguard our systems and data may be insufficient. Further, the increasing use of artificial intelligence, both within our systems to achieve operational efficiencies and within threat actors' attack strategies, may further expose our systems to the risk of cyber-attacks. Breaches have occurred, and may occur again, in our systems and in the systems of our vendors and third-party administrators, administrators, both current and

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former, in that past vendors and third-party administrators may still retain certain confidential and sensitive information in their systems. During the third quarter of 2024, we were notified of a data breach resulting from a ransomware attack that impacted a former vendor. This incident resulted in required breach notifications to our impacted long term care policyholders, with such notifications made by the subject vendor. In the same quarter, we were notified of a data breach resulting from a ransomware attack that impacted a current vendor. This incident resulted in required breach notifications to impacted individuals, which included insurance claimants and their representatives, with such notifications made by the subject vendor.

Breaches could affect our data framework or cause a failure to protect the personal information of our customers, claimants or employees, or sensitive and confidential information regarding our business or policyholders and may result in operational impairments and financial losses, significant harm to our reputation and the loss of business with existing or potential customers. The breach of confidential information also could give rise to legal liability and regulatory action under data protection and privacy laws, as well as evolving regulation in this regard. During the second quarter of 2023, we were notified of a breach in the file transfer software, MOVEit Transfer, used by a vendor of one of our third-party administrators. This incident resulted in required breach notifications to the Company's long-term care policyholders, with such notifications made by the subject vendor. While we do not believe such notifications breaches that have occurred and resultant actions will have a material adverse effect on our business, this these or similar incidents, or any other such breach of our or our vendors' data security infrastructure could have a material adverse effect on our business, results of operations and financial condition.

As previously disclosed, we sustained a sophisticated cybersecurity attack in March 2021 involving ransomware that caused a network disruption and impacted certain of our systems. Our investigation into the incident revealed that an unauthorized third party copied some personal information relating to certain current and former employees, contract workers and their dependents and certain other persons, including some policyholders. Although we currently have no indication that the impacted data has been misused, or that CNA or its policyholder data was specifically targeted by the unauthorized third party, we may be subject to subsequent investigations, claims or actions in addition to other costs, fines, penalties, or other obligations related to impacted data, whether or not such data is misused. In addition, the misuse, or perceived misuse, of sensitive or confidential information regarding our business or policyholders could cause harm to our reputation and result in the loss of business with existing or potential customers, which could adversely impact our business, results of operations and financial condition.

Although we maintain cybersecurity insurance coverage insuring against costs resulting from cyber-attacks (including the March 2021 attack), we do not expect the amount available under our coverage policy to cover all losses from cyber-attacks. In addition, potential disputes with our insurers about the availability of insurance coverage could occur.

Further, should we experience future cyber incidents, or should industry trends drive rate increases resulting from growth in volume and significance of cyber incidents broadly, we may incur higher costs for cybersecurity insurance coverage.

The risks relating to future breaches in our, or our vendors', data security infrastructure or systems, including in connection with cyber incidents, could have a material adverse effect on our business, results of operations or financial condition or may result in significant operational impairments and financial losses, as well as significant harm to our reputation.

Inability to detect and prevent significant employee or third-party service provider misconduct, inadvertent errors and omissions, or exposure relating to functions performed on our behalf could result in a materially adverse effect on our business, results of operations and financial condition.

We may incur losses which arise from employees or third-party service providers engaging in intentional, negligent or inadvertent misconduct, fraud, errors and omissions, failure to comply with internal guidelines, including with respect to underwriting authority, or failure to comply with regulatory requirements. Our or our third-party service providers' controls may not be able to detect all possible circumstances of such noncompliant activity and the internal structures in place to prevent this activity may not be effective in all cases. Any losses relating to such non-compliant activity could materially adversely affect our business, results of operations and financial condition.

Portions of our insurance business is underwritten and serviced by third parties. With respect to underwriting, our contractual arrangements with third parties will typically grant them limited rights to write new and renewal policies, subject to contractual restrictions and obligations, including requiring them to underwrite within the

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terms of our licenses. Should these third parties issue policies that exceed these contractual restrictions, we could be deemed liable for such policies and subject to regulatory fines and penalties for any breach of licensing requirements. It is possible that in such circumstance we might not be fully indemnified for such third parties' contractual breaches.

Additionally, we rely on certain third-party claims administrators, including the administrator of our long-term care claims, to handle policyholder services and perform significant claim administration and claim adjudication functions. Any failure by such administrator to properly perform service functions may result in losses as a result of over-payment of claims, legal claims against us and adverse regulatory enforcement exposure.

We have also licensed certain systems from third parties. We cannot be certain that we will have access to these systems or that our information technology or application systems will continue to operate as intended.

These risks could adversely impact our reputation and client relationships and have a material adverse effect on our business, results of operations and financial condition.

Loss of key vendor relationships and issues relating to the transitioning of vendor relationships could compromise our ability to conduct business.

In the event that one or more of our vendors suffers a bankruptcy, is sold to another entity, sustains a significant business interruption or otherwise becomes unable to continue to provide products or services at the requisite level, we may be adversely affected. We may suffer operational impairments and financial losses associated with failure by vendors to properly perform service functions, transferring business to a new vendor, assisting a vendor with rectifying operational difficulties failure by vendors to properly perform service functions or assuming previously outsourced operations ourselves. Our inability to provide for appropriate servicing if a vendor becomes unable to fulfill its contractual obligations to us, either through transitioning to another service provider temporarily or permanently or assuming servicing internally, may have a materially adverse effect on our business, results of operations and financial condition.

We are subject to capital adequacy requirements and, if we are unable to maintain or raise sufficient capital to meet these requirements, regulatory agencies may restrict or prohibit us from operating our business.

Insurance companies such as ours are subject to capital adequacy standards set by regulators to help identify companies that merit further regulatory attention. In the U.S., these standards apply specified risk factors to various asset, premium and reserve components of our legal entity statutory basis of accounting financial statements. For IAIGs, such as CNA, the standards also seek to quantify risk across the insurance group in order to assess group capital. Current rules, including those promulgated by insurance regulators and specialized markets, such as Lloyd's, require companies to maintain statutory capital and surplus at a specified minimum level determined using the applicable jurisdiction's regulatory capital adequacy formula. If we do not meet these minimum requirements, we may be restricted or prohibited from operating our business in the applicable jurisdictions and specialized markets. If we are required to record a material charge against earnings in connection with a change in estimated insurance reserves, or the occurrence of a catastrophic event or otherwise, or if we incur significant losses related to our investment portfolio, which severely deteriorates our capital position, we may violate these minimum capital adequacy requirements unless we are able to raise sufficient additional capital. We may be limited in our ability to raise significant amounts of capital on favorable terms or at all.

The IAIS has adopted a ComFrame for the supervision of IAIGs and has developed a global capital standard that, if adopted in the U.S., would be applicable to U.S.-based IAIGs. The NAIC also developed the GCC and AM approach to assessing group capital as an alternative to the ICS developed by the IAIS. The development and adoption of these capital standards could increase our prescribed capital requirement, the level at which regulatory scrutiny intensifies, as well as significantly increase our cost of regulatory compliance.

Our insurance subsidiaries, upon whom we depend for dividends in order to fund our corporate obligations, are limited by insurance regulators in their ability to pay dividends.

We are a holding company and are dependent upon dividends, loans and other sources of cash from our subsidiaries in order to meet our obligations. Ordinary dividend payments, or dividends that do not require prior approval by the insurance subsidiaries' domiciliary insurance regulator, are generally limited to amounts determined by formulas that vary by jurisdiction. If we are restricted from paying or receiving intercompany dividends, by regulatory rule or otherwise, we may not be able to fund our corporate obligations and debt service requirements or pay our stockholders dividends from available cash. As a result, we would need to pursue other sources of capital which may be more expensive or may not be available at all.

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Rating agencies may downgrade their ratings of us, thereby adversely affecting our ability to write insurance at competitive rates or at all and increasing our cost of capital.

Ratings are an important factor in establishing the competitive position of insurance companies. Our insurance company subsidiaries, as well as our public debt, are rated by rating agencies, including, A.M. Best Company (A.M. Best), Moody's Investors Service, Inc. (Moody's), Standard & Poor's (S&P) and Fitch Ratings, Inc. (Fitch). Ratings reflect the rating agency's opinions of an insurance company's or insurance holding company's financial strength, capital adequacy, enterprise risk management practices, operating performance, strategic position and ability to meet its obligations to policyholders and debt holders, and may also reflect opinions on other areas such as information security and climate risk, as well as ESG matters more broadly. risk.

The rating agencies may take action to lower our ratings in the future as a result of any significant financial loss or changes in the methodology or criteria applied by the rating agencies. The severity of the impact on our business is dependent on the level of downgrade and, for certain products, which rating agency takes the rating action. Among the adverse effects in the event of such downgrades would be the inability to obtain a material volume of business from certain major insurance brokers, the inability to sell a material volume of our insurance products to certain markets and the required collateralization of certain future payment obligations or reserves. Further, if one or more of our corporate debt ratings were downgraded, we may find it more difficult to access the capital markets and we may incur higher borrowing costs.

In addition, it is possible that a significant lowering of the corporate debt ratings of Loews by certain of the rating agencies could result in an adverse effect on our ratings, independent of any change in our circumstances.

For further discussion of our ratings, see the Ratings subsection within the Liquidity and Capital Resources section of MD&A in Item 7.

We are subject to extensive existing state, local, federal and foreign governmental regulations that restrict our ability to do business and generate revenues; additional regulation or significant modification to existing regulations or failure to comply with regulatory requirements may have a materially adverse effect on our business, results of operations and financial condition.

The insurance industry is subject to comprehensive and detailed regulation and supervision. Most insurance regulations are designed to protect the interests of our policyholders and third-party claimants, rather than our investors. Each jurisdiction in which we do business has established supervisory agencies that regulate the manner in which we do business. Any changes in regulation could impose significant burdens on us. In addition, the Lloyd's marketplace sets rules under which its members, including our Hardy syndicate, operate.

These rules and regulations relate to, among other things, the standards of solvency (including risk-based capital measures), government-supported backstops for certain catastrophic events (including terrorism), investment restrictions, accounting and reporting methodology, establishment of reserves and potential assessments of funds to settle covered claims against impaired, insolvent or failed private or quasi-governmental insurers. In addition, rules and regulations have recently been are being introduced, or are being considered, in the areas of artificial intelligence, information security and ESG, climate change, which may also affect our business. We also are subject to numerous regulations governing the protection of personal and confidential information of our clients customers and employees, including medical records, credit card data and financial information. These laws and regulations, including regulations related to cybersecurity protocols (which continue to evolve in breadth, sophistication and maturity in response to an ever-evolving threat landscape), are increasing in complexity and number, change frequently, sometimes conflict, and could expose us to significant monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. In response to climate change, regulators Regulators at the federal, state and international level also have adopted or may adopt new regulations related to, among other matters, climate change and greenhouse emissions, and could impose new regulations requiring disclosure of underwriting or investment in certain industry sectors.

Regulatory powers also extend to premium rate regulations which require that rates not be excessive, inadequate or unfairly discriminatory. State jurisdictions ensure compliance with such regulations through market conduct exams, which may result in losses to the extent non-compliance is ascertained, either as a result of failure to document transactions properly, or failure to comply with internal guidelines or otherwise. The jurisdictions in which we do business may also require us to provide coverage to persons whom we would not otherwise

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consider eligible or restrict us from withdrawing from unprofitable lines of business or unprofitable market areas. Each jurisdiction dictates the types of insurance and the level of coverage that must be provided to such involuntary risks. Our share of these involuntary risks is mandatory and generally a function of our respective share of the voluntary market by line of insurance in each jurisdiction.

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ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

CNA's information security and data privacy programs are designed to protect the confidentiality of nonpublic, sensitive personal and business information and the integrity and security of our information systems. These programs include processes that provide guidance for information security decision-making and risk management, and include standards to promote understanding and compliance with applicable laws and regulations. Administrative and technical safeguards that seek to mitigate cybersecurity threats and secure the Company's information assets are also addressed on a risk-based basis. We have designed our enterprise-wide information security programs consistent with industry standards using the National Institute of Standards and Technology Cybersecurity Framework. These programs include processes implemented within our third-party risk management unit designed to identify, mitigate and monitor cybersecurity risk relating to vendors, suppliers and external partners who have access to our confidential information or our information systems. CNA engages both internal auditors and third-party information security experts in connection with reviewing such foregoing processes.

CNA monitors information security metrics globally. To elevate this information within the organization, our Chief Risk & Reinsurance Officer (CRRO) and Chief Compliance Officer (CCO) present cybersecurity reports and metrics to the Audit Committee of our Board of Directors every quarter. Reports address security events, third-party risk and vulnerabilities, including material risks from cybersecurity threats, and any significant unauthorized occurrences. These discussions are part of our overall enterprise risk management and also take place on at least an annual basis with the full Board of Directors, which is responsible for overseeing material risks, including cybersecurity risk, on an enterprise-wide basis.

At the senior management level, our **Global Chief Information Security Officer (CISO) (CSO)** oversees CNA's information security and data privacy programs and is responsible for establishing and implementing the security strategy alongside the Chief Information Officer (CIO), to whom the **CISO CSO** reports directly. The CIO serves on the Enterprise Risk Committee, which is chaired by the CRRO.

The **CISO CSO** leads the Information Security group within Information Technology, which manages the controls designed to identify, detect, protect against, respond to and recover from cybersecurity threats and cybersecurity incidents. This group includes a cybersecurity operations team that is responsible for information technology security monitoring and incident response activities, the latter covering the response coordination to cyber-attacks under the leadership and pursuant to the direction of the **CISO CSO**. The Company engages in a continuous risk monitoring process that seeks to identify the likelihood and impact of internal and external threats to our information security systems and data, and assesses the sufficiency of the controls in place to mitigate these threats to acceptable levels on a risk-based basis. The **CISO CSO** and CIO together lead efforts to design, implement and operate controls deemed necessary, commensurate with the materiality and criticality of identified risks and the sensitivity of the information assets and systems used throughout the organization. Our current **CISO CSO** has a bachelor's degree in Computer Information Systems and a master's degree in Cybersecurity, and has over 20 years of experience building and executing information and cybersecurity strategies. Prior to joining CNA, our CIO served in a variety of roles at another major U.S. insurance company, both in business and technology, and has over 20 years of experience working with major U.S. Property & Casualty insurers.

Threats of security incidents and the impact of actual security incidents are initially assessed and managed by the **CISO CSO** and CIO as described above. CNA has further implemented response plans that provide the basis for appropriate response to an unauthorized occurrence from a technical perspective, as well as from disclosure and regulatory perspectives.

These response plans also set forth the processes for internal reporting of a substantive unauthorized occurrence. The **CISO CSO** reports such matters to the CIO and CCO, who is responsible for convening a team of cross-enterprise leaders to ensure comprehensive responsiveness to an occurrence. This group also analyzes unauthorized occurrences affecting CNA's or third parties' IT systems or sensitive information, and directs the activities of CNA in responding to such incidents.

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In addition, the group, under the leadership of the CCO, undertakes the appropriate internal notifications of any such occurrence, and responsive activities, to the General Counsel, Chief Executive Officer, Chief Financial Officer and Board of Directors. Directors, with executive management involvement in the same to the extent appropriate in the context of the nature of such occurrence.

To date, no risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect the Company. Please refer to "Any significant interruption in the operation of our business functions, facilities **and/or** systems or our vendors' facilities **and/or** systems could result in a materially adverse effect on our operations" and "Any significant breach in our data security infrastructure or our vendors' facilities **and/or** systems could disrupt business, cause financial losses and damage our reputation, and insurance coverage may not be available for claims related to a breach" under Item 1A Risk Factors.

ITEM 2. PROPERTIES

We lease our principal executive offices in Chicago, Illinois, as well as other offices throughout the **U.S. U.S.**, including in **New York**. We also lease offices in Canada, the U.K., Belgium, Denmark, France, Germany, Italy, Luxembourg and the Netherlands, primarily for branch and insurance business operations in those locations.

We consider our properties to be in generally good condition and suitable to carry on our business.

ITEM 3. LEGAL PROCEEDINGS

Information on our legal proceedings is set forth in Note G to the Consolidated Financial Statements included under Item 8.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

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PART II

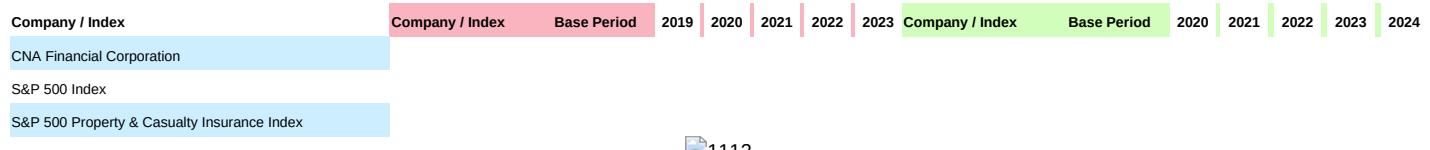
ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange and the Chicago Stock Exchange under the symbol CNA.

As of **February 2, 2024** **February 7, 2025**, we had **270,896,945** **270,861,659** shares of common stock outstanding and approximately 92% of our outstanding common stock was owned by Loews. We had **756** **730** stockholders of record as of **February 2, 2024** **February 7, 2025** according to the records maintained by our transfer agent.

Our Board of Directors has approved an authorization to purchase, in the open market or through privately negotiated transactions, our outstanding common stock, as our management deems appropriate. No repurchases of our common stock were made in the three months ended **December 31, 2023** **December 31, 2024**.

The following graph compares the five-year total return of our common stock, the Standard & Poor's 500 (S&P 500) Index and the S&P 500 Property & Casualty Insurance Index. The graph assumes that the value of the investment in our common stock and each index was \$100 at the base period, **January 1, 2019** **January 1, 2020**, and that dividends, if any, were reinvested in the stock or index.



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ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

2022 **2023** Compared with **2021** **2022**

This section of this Form 10-K generally discusses **2023** **2024** and **2022** **2023** results and year-to-year comparisons between **2023** **2024** and **2022**. With the exception of our Consolidated Operations and Life & Group segment as a result of our adoption of Accounting Standards Update (ASU) 2018-12, Financial Services-Insurance (Topic 944): Targeted Improvements to the Accounting for Long-Duration Contracts (ASU 2018-12; LDTI) using the modified retrospective method applied as of the transition date of January 1, 2021, which required changes to the measurement and disclosure of long-duration contracts, a**2023**. A discussion of changes in our results of operations from **2022** **2023** to **2021** **2022** has been omitted from this Form 10-K, but may be found in "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Form 10-K for the year ended **December 31, 2022** **December 31, 2023**, filed with the SEC on **February 7, 2022** **February 6, 2024**.

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OVERVIEW

The following discussion should be read in conjunction with Part I, Item 1A Risk Factors and Part II, Item 8 Financial Statements and Supplementary Data of this Form 10-K.

CRITICAL ACCOUNTING ESTIMATES

The preparation of Consolidated Financial Statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the amount of revenues and expenses reported during the period. Actual results may differ from those estimates.

Our Consolidated Financial Statements and accompanying notes have been prepared in accordance with GAAP applied on a consistent basis. We continually evaluate the accounting policies and estimates used to prepare the Consolidated Financial Statements. In general, our estimates are based on historical experience, evaluation of current trends, information from third-party professionals and various other assumptions that are believed to be reasonable under the known facts and circumstances.

The accounting estimates discussed below are considered by us to be critical to an understanding of our Consolidated Financial Statements as their application places the most significant demands on our judgment. Note A to the Consolidated Financial Statements included under Item 8 should be read in conjunction with this section to assist with obtaining an understanding of the underlying accounting policies related to these estimates. Due to the inherent uncertainties involved with these types of judgments, actual results could differ significantly from our estimates and may have a material adverse impact on our results of operations, financial condition, equity, business, and insurer financial strength and corporate debt ratings.

Insurance Reserves

Insurance reserves are established for both short and long-duration insurance contracts. Short-duration contracts are primarily related to property and casualty insurance policies where the reserving process is based on actuarial estimates of the amount of loss, including amounts for known and unknown claims. Long-duration contracts are primarily related to long-term care policies and the reserves are recorded as Future policy benefits reserves as discussed below. The reserve for unearned premiums represents the portion of premiums written related to the unexpired terms of coverage. **If our recorded reserves are insufficient to cover our estimated ultimate unpaid liability, we may need to increase our insurance reserves.** The reserving process is discussed in further detail in the Reserves - Estimates and Uncertainties section below.

Long-Term Care Reserves

Future policy benefits reserves for our long-term care policies are based on certain actuarial assumptions, including morbidity, persistency, (inclusive of mortality), anticipated future premium rate increases and expenses. The adequacy of the reserves is contingent upon actual experience and our future expectations related to these key assumptions. If actual or expected future experience differs from these assumptions, the reserves may not be adequate, requiring us to increase reserves. The reserves are discounted using upper-medium grade fixed income instrument yields as of each reporting date. In addition, we may not receive regulatory approval for the level of premium rate increases we request. The reserving process is discussed in further detail in the Reserves - Estimates and Uncertainties section below.

Reinsurance and Insurance Receivables

Exposure exists with respect to the collectibility of ceded property and casualty and life reinsurance to the extent that any reinsurer is unable to meet its obligations or disputes the liabilities we have ceded under reinsurance agreements. An allowance for uncollectible reinsurance is recorded on the basis of periodic evaluations of balances due from reinsurers, reinsurer financial strength rating and solvency, industry experience and current and forecast economic conditions. Further information on our reinsurance receivables is in Note H to the Consolidated Financial Statements included under Item 8.

Additionally, exposure exists with respect to the collectibility of amounts due from policyholders related to insurance contracts, including amounts due from insureds under high deductible policies and retrospectively rated policies. An allowance for uncollectible insurance receivables is recorded on the basis of periodic

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evaluations of balances due from insureds, currently as well as in the future, historical business default data, management's experience and current and forecast economic conditions.

If actual experience differs from the estimates made by management in determining the allowances for uncollectible reinsurance and insurance receivables, net receivables as reflected on our Consolidated Balance Sheets may not be collected. Further information on our process for determining the allowances for uncollectible reinsurance and insurance receivables is in Note A to the Consolidated Financial Statements included under Item 8.

Valuation of Investments and Impairment of Securities

Our fixed maturity and equity securities are carried at fair value on the balance sheet. Fair value represents the price that would be received in a sale of an asset in an orderly transaction between market participants on the measurement date, the determination of which may require us to make a significant number of assumptions and judgments. Securities with the greatest level of subjectivity around valuation are those that rely on inputs that are significant to the estimated fair value and that are not observable in the market or cannot be derived principally from or corroborated by observable market data. These unobservable inputs are based on assumptions consistent with what we believe other market participants would use to price such securities. Further information on our fair value measurements is in Note C to the Consolidated Financial Statements included under Item 8.

Our fixed maturity securities are subject to market declines below amortized cost that may result in the recognition of impairment losses in earnings. Factors considered in the determination of whether or not an impairment loss is recognized in earnings include a current intention or need to sell the security or an indication that a credit loss exists. Significant judgment is required in the determination of whether a credit loss has occurred for a security. We consider all available evidence when determining whether a security requires a credit allowance to be recorded, including the financial condition and expected near-term and long-term prospects of the issuer, whether the issuer is current with interest and principal payments, credit ratings on the security or changes in ratings over time, general market conditions, industry, sector or other specific factors and whether we expect to receive cash flows sufficient to recover the entire amortized cost basis of the security.

Our mortgage loan portfolio is subject to the expected credit loss model, which requires immediate recognition of estimated credit losses over the life of the asset and the presentation of the asset at the net amount expected to be collected. Significant judgment is required in the determination of estimated credit losses and any changes in our expectation of the net amount to be collected are recognized in earnings.

Further information on our process for evaluating impairments and expected credit losses is in Note A to the Consolidated Financial Statements included under Item 8.

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RESERVES - ESTIMATES AND UNCERTAINTIES

The level of reserves we maintain represents our best estimate, as of a particular point in time, of what the ultimate settlement and administration of claims will cost based on our assessment of facts and circumstances known at that time. Reserves are not an exact calculation of liability but instead are complex estimates that we derive, generally utilizing a variety of actuarial reserve estimation techniques, from numerous assumptions and expectations about future events, both internal and external, many of which are highly uncertain. As noted below, we review our reserves for each segment of our business periodically, and any such review could result in the need to increase reserves in amounts which could be material and could adversely affect our results of operations, equity, business and insurer financial strength and corporate debt ratings. Further information on reserves is provided in Note E and F to the Consolidated Financial Statements included under Item 8.

Property and Casualty Claim and Claim Adjustment Expense Reserves

We maintain loss reserves to cover our estimated ultimate unpaid liability for claim and claim adjustment expenses, including the estimated cost of the claims adjudication process, for claims that have been reported but not yet settled (case reserves) and claims that have been incurred but not reported (IBNR). IBNR includes a provision for development on known cases as well as a provision for late reported incurred claims. Claim and claim adjustment expense reserves are reflected as liabilities and are included on the Consolidated Balance Sheets under the heading "Insurance Reserves." Adjustments to prior year reserve estimates, if necessary, are reflected in results of operations in the period that the need

for such adjustments is determined. The carried case and IBNR reserves as of each balance sheet date are provided in the Segment Results section of this MD&A and in Note E to the Consolidated Financial Statements included under Item 8.

As discussed in the Risk Factors discussion within Item 1A, there is a risk that our recorded reserves are insufficient to cover our estimated ultimate unpaid liability for claims and claim adjustment expenses. Unforeseen emerging or potential claims and coverage issues are also difficult to predict and could materially adversely affect the adequacy of our claim and claim adjustment expense reserves and could lead to future reserve increases.

In addition, our property and casualty insurance subsidiaries also have actual and potential exposures related to A&EP claims, which could result in material losses. To mitigate the risks posed by our exposure to A&EP claims and claim adjustment expenses, we completed a transaction with NICO under which substantially all of our legacy A&EP liabilities were ceded to NICO effective January 1, 2010. See Note E to the Consolidated Financial Statements included under Item 8 for further discussion about the transaction with NICO, its impact on our results of operations and the deferred retroactive reinsurance gains and the amount of remaining reinsurance limit.

Establishing Property & Casualty Reserve Estimates

In developing claim and claim adjustment expense reserve estimates, our actuaries perform detailed reserve analyses that are staggered throughout the year. The data is organized at a reserve group level. A reserve group typically can be a line of business covering a subset of insureds such as commercial automobile liability for small or middle market customers or it can be a particular type of claim such as construction defect. Every reserve group is reviewed at least once during the year, but most are reviewed more frequently. The analyses generally review losses gross of ceded reinsurance and apply the ceded reinsurance terms to the gross estimates to establish estimates net of reinsurance. In addition to the detailed analyses, we review actual loss emergence for all products each quarter.

Most of our business can be characterized as long-tail. For long-tail business, it will generally be several years between the time the business is written and the time when all claims are settled. Our long-tail exposures include commercial automobile liability, workers' compensation, general liability, medical professional liability, other professional liability and management liability coverages, assumed reinsurance run-off and products liability. Short-tail exposures include property, commercial automobile physical damage, marine, surety and

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warranty. Specialty, Commercial and International contain both long-tail and short-tail exposures. Corporate & Other contains run-off long-tail exposures.

Various methods are used to project ultimate losses for both long-tail and short-tail exposures.

The paid development method estimates ultimate losses by reviewing paid loss patterns and applying them to accident or policy years with further expected changes in paid losses. Selection of the paid loss pattern may require consideration of several factors, including the impact of economic, social and medical inflation on claim costs, the rate at which claims professionals make claim payments and close claims, the impact of judicial decisions, the impact of underwriting changes, the impact of large claim payments and other factors. Claim cost inflation itself may require evaluation of changes in the cost of repairing or replacing property, changes in the cost of medical care, changes in the cost of wage replacement, judicial decisions, legislative changes and other factors. Because this method assumes that losses are paid at a consistent rate, changes in any of these factors can affect the results. Since the method does not rely on case reserves, it is not directly influenced by changes in their adequacy.

For many reserve groups, paid loss data for recent periods may be too immature or erratic for accurate predictions. This situation often exists for long-tail exposures. In addition, changes in the factors described above may result in inconsistent payment patterns. Finally, estimating the paid loss pattern subsequent to the most mature point available in the data analyzed often involves considerable uncertainty for long-tail products such as workers' compensation.

The incurred development method is similar to the paid development method, but it uses case incurred losses instead of paid losses. Since the method uses more data (case reserves in addition to paid losses) than the paid development method, the incurred development patterns may be less variable than paid patterns. However, selection of the incurred loss pattern typically requires analysis of all of the same factors described above. In addition, the inclusion of case reserves can lead to distortions if changes in case reserving practices have taken place, and the use of case incurred losses may not eliminate the issues associated with estimating the incurred loss pattern subsequent to the most mature point available.

The loss ratio method multiplies earned premiums by an expected loss ratio to produce ultimate loss estimates for each accident or policy year. This method may be useful for immature accident or policy periods or if loss development patterns are inconsistent, losses emerge very slowly or there is relatively little loss history from which to estimate future losses. The selection of the expected loss ratio typically requires analysis of loss ratios from earlier accident or policy years or pricing studies and analysis of inflationary trends, frequency trends, rate changes, underwriting changes and other applicable factors.

The Bornhuetter-Ferguson method using paid loss is a combination of the paid development method and the loss ratio method. This method normally determines expected loss ratios similar to the approach used to estimate the expected loss ratio for the loss ratio method and typically requires analysis of the same factors described above. This method assumes that future losses will develop at the expected loss ratio level. The percent of paid loss to ultimate loss implied from the paid development method is used to determine what percentage of ultimate loss is yet to be paid. The use of the pattern from the paid development method typically requires consideration of the same factors listed in the description of the paid development method. The estimate of losses yet to be paid is added to current paid losses to estimate the ultimate loss for each year. For long-tail lines, this method will react very slowly if actual ultimate loss ratios are different from expectations due to changes not accounted for by the expected loss ratio calculation.

The Bornhuetter-Ferguson method using incurred loss is similar to the Bornhuetter-Ferguson method using paid loss except that it uses case incurred losses. The use of case incurred losses instead of paid losses can result in development patterns that are less variable than paid patterns. However, the inclusion of case reserves can lead to distortions if

changes in case reserving have taken place, and the method typically requires analysis of the same factors that need to be reviewed for the loss ratio and incurred development methods.

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The frequency times severity method multiplies a projected number of ultimate claims by an estimated ultimate average loss for each accident or policy year to produce ultimate loss estimates. Since projections of the ultimate number of claims are often less variable than projections of ultimate loss, this method can provide more reliable results for reserve groups where loss development patterns are inconsistent or too variable to be relied on exclusively. In addition, this method can more directly account for changes in coverage that affect the number and size of claims. However, this method can be difficult to apply to situations where very large claims or a substantial number of unusual claims result in volatile average claim sizes. Projecting the ultimate number of claims may require analysis of several factors, including the rate at which policyholders report claims to us, the impact of judicial decisions, the impact of underwriting changes and other factors. Estimating the ultimate average loss may require analysis of the impact of large losses and claim cost trends based on changes in the cost of repairing or replacing property, changes in the cost of medical care, changes in the cost of wage replacement, judicial decisions, legislative changes and other factors.

Stochastic modeling produces a range of possible outcomes based on varying assumptions related to the particular reserve group being modeled. For some reserve groups, we use models which rely on historical development patterns at an aggregate level, while other reserve groups are modeled using individual claim variability assumptions supplied by the claims department. In either case, multiple simulations using varying assumptions are run and the results are analyzed to produce a range of potential outcomes. The results will typically include a mean and percentiles of the possible reserve distribution which aid in the selection of a point estimate.

For many exposures, especially those that can be considered long-tail, a particular accident or policy year may not have a sufficient volume of paid losses to produce a statistically reliable estimate of ultimate losses. In such a case, our actuaries typically assign more weight to the incurred development method than to the paid development method. As claims continue to settle and the volume of paid loss increases, the actuaries may assign additional weight to the paid development method. For most of our products, even the incurred losses for accident or policy years that are early in the claim settlement process will not be of sufficient volume to produce a reliable estimate of ultimate losses. In these cases, we may not assign much, if any, weight to the paid and incurred development methods. We may use the loss ratio, Bornhuetter-Ferguson and/or frequency times severity methods. For short-tail exposures, the paid and incurred development methods can often be relied on sooner, primarily because our history includes a sufficient number of years to cover the entire period over which paid and incurred losses are expected to change. However, we may also use the loss ratio, Bornhuetter-Ferguson and/or frequency times severity methods for short-tail exposures.

For other more complex reserve groups where the above methods may not produce reliable indications, we use additional methods tailored to the characteristics of the specific situation.

Periodic Reserve Reviews

The reserve analyses performed by our actuaries result in point estimates. Each quarter, the results of the detailed reserve reviews are summarized and discussed with senior management to determine the best estimate of reserves. Senior management considers many factors in making this decision. Our recorded reserves reflect our best estimate as of a particular point in time based upon known facts and circumstances, consideration of the factors cited above and our judgment. The carried reserve differs from the actuarial point estimate as discussed further below.

Currently, our recorded reserves are modestly higher than the actuarial point estimate. For Commercial, Specialty and International, the difference between our reserves and the actuarial point estimate is primarily driven by uncertainty with respect to immature accident years, claim cost inflation, changes in claims handling, changes to the tort environment which may adversely affect claim costs and the effects from the economy. For Corporate & Other, the difference between our reserves and the actuarial point estimate is primarily driven by the potential tail volatility of run-off exposures.

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The key assumptions fundamental to the reserving process are often different for various reserve groups and accident or policy years. Some of these assumptions are explicit assumptions that are required of a particular method, but most of the assumptions are implicit and cannot be precisely quantified. An example of an explicit assumption is the pattern employed in the paid development method. However, the assumed pattern is itself based on several implicit assumptions such as the impact of inflation on medical costs and the rate at which claim professionals close claims. As a result, the effect on reserve estimates of a particular change in assumptions typically cannot be specifically quantified, and changes in these assumptions cannot be tracked over time.

Our recorded reserves are management's best estimate. In order to provide an indication of the variability associated with our net reserves, the following discussion provides a sensitivity analysis that shows the approximate estimated impact of variations in significant factors affecting our reserve estimates for particular types of business. These significant factors are the ones that we believe could most likely materially affect the reserves. This discussion covers the major types of business for which we believe a material deviation to our reserves is reasonably possible. There can be no assurance that actual experience will be consistent with the current assumptions or with the variation indicated by the discussion. In addition, there can be no assurance that other factors and assumptions will not have a material impact on our reserves.

The three areas for which we believe a significant deviation to our net reserves is reasonably possible are (i) professional liability, management liability (including medical professional liability) and surety products; (ii) workers' compensation; and (iii) general liability, and (iv) commercial auto liability.

Professional liability, management liability and surety products include US professional liability coverages provided to various professional firms, including architects, real estate agents, small and mid-sized accounting firms, law firms and other professional firms. They also include directors and officers (D&O), errors and omissions (E&O), employment practices, fiduciary, fidelity, cyber and surety coverages, and medical liability. The most significant factor affecting reserve estimates for these liability coverages is claim severity. Claim severity is driven by the cost of medical care, the cost of wage replacement, legal fees, judicial decisions, legislative changes and other factors. Underwriting and claim handling decisions, such as the classes of business written and individual claim settlement decisions, can also affect claim severity. If the estimated claim severity increases by 9%, we estimate that net reserves would increase by approximately \$500 million. If the estimated claim severity decreases by 3%, we estimate that net reserves would decrease by approximately \$150 million. Our net reserves for these products were approximately \$5.7 billion \$5.8 billion as of December 31, 2023 December 31, 2024.

For workers' compensation, since many years will pass from the time the business is written until all claim payments have been made, the most significant factor affecting workers' compensation reserve estimates is claim cost inflation on claim payments. Workers' compensation claim cost inflation is driven by the cost of medical care, the cost of wage replacement, expected claimant lifetimes, judicial decisions, legislative changes and other factors. If estimated workers' compensation claim cost inflation increases by 100 basis points for the entire period over which claim payments will be made, we estimate that our net reserves would increase by approximately \$250 million. If estimated workers' compensation claim cost inflation decreases by 100 basis points for the entire period over which claim payments will be made, we estimate that our net reserves would decrease by approximately \$250 million. Our net reserves for workers' compensation were approximately \$3.6 billion \$3.5 billion as of December 31, 2023 December 31, 2024.

For general liability, the most significant factor affecting reserve estimates is claim severity. Claim severity is driven by changes in the cost of repairing or replacing property, the cost of medical care, the cost of wage replacement, judicial decisions, legislation and other factors. If the estimated claim severity for general liability increases by 6%, we estimate that our net reserves would increase by approximately \$250 million \$300 million. If the estimated claim severity for general liability decreases by 3%, we estimate that our net reserves would decrease by approximately \$150 million. Our net reserves for general liability were approximately \$4.2 billion \$4.9 billion as of December 31, 2023 December 31, 2024.

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Commercial auto liability is also considered long-tail; however, both the frequency of claims and severity of loss assumptions for the latest few accident years are significantly influenced by social inflation, economic inflation, driving habits and attorney involvement. If these trends accelerate beyond expectations, there may be significant deviation in our net reserves. If the estimated auto liability claim severity were to increase 5% and frequency were to increase 1% on the three most recent accident years, we estimate that our net reserves would increase by approximately \$90 million. Our net reserves for commercial auto were approximately \$1.2 billion as of December 31, 2024.

Given the factors described above, it is not possible to quantify precisely the ultimate exposure represented by claims and related litigation. As a result, we regularly review the adequacy of our reserves and reassess our reserve estimates as historical loss experience develops, additional claims are reported and settled and additional information becomes available in subsequent periods. In reviewing our reserve estimates, we make adjustments in the period that the need for such adjustments is determined. These reviews have resulted in our identification of information and trends that have caused us to change our reserves in prior periods and could lead to our identification of a need for additional material increases or decreases in claim and claim adjustment expense reserves, which could materially affect our results of operations, equity, business and insurer financial strength and corporate debt ratings positively or negatively. See discussion within Note E to the Consolidated Financial Statements included under Item 8 for additional information about reserve development and the Ratings section of this MD&A for further information regarding our financial strength and corporate debt ratings.

Life & Group Policyholder Reserves

Our Life & Group segment includes our run-off long-term care business as well as structured settlement obligations not funded by annuities related to certain property and casualty claimants. Long-term care policies may provide benefits for nursing homes, assisted living facilities and home health care subject to various daily and lifetime caps. Generally, policyholders must continue to make periodic premium payments to keep the policy in force and we have the ability to increase policy premiums, subject to state regulatory approval.

We maintain future policy benefit reserves for our long-term care policies. Future policy benefit reserves for long-term care policies relate to policyholders that are currently receiving benefits, including claims that have been incurred but are not yet reported, as well as policyholders that are not yet receiving benefits. In developing the future policy benefit reserves, our actuaries perform a reserve review on an annual basis. During the annual review, historical policyholder morbidity, persistency, (inclusive of mortality), anticipated future premium rate increases and expense experience is reviewed and compared to the current best estimate actuarial assumption set for potential revision. On a quarterly basis, our actuaries perform experience studies that monitor the appropriateness of best estimate actuarial assumptions against emerging experience to assess whether any updates to those assumptions are warranted. The determination of these reserves requires management to make estimates and assumptions about expected policyholder experience over the remaining life of the policies. Since policies may be in force for several decades, these assumptions are subject to significant estimation risk. Future policy benefit reserves are discounted as discussed in Note A to the Consolidated Financial Statements included under Item 8.

In addition, claim and claim adjustment expense reserves are maintained for our structured settlement obligations. In developing the claim and claim adjustment expense reserve estimates for our structured settlement obligations, our actuaries monitor mortality and expense experience on an annual basis. Our recorded claim and claim adjustment expense reserves reflect management's best estimate after incorporating the results of the most recent reviews. Claim and claim adjustment expense reserves for structured settlement obligations are discounted as discussed in Note A to the Consolidated Financial Statements included under Item 8.

The actuarial assumptions related to future policy benefit reserves for long-term care policies that management believes are subject to the most variability are morbidity, persistency and anticipated future premium rate increases. Morbidity is the frequency and severity of injury, illness, sickness and diseases contracted. Persistency is the percentage of policies remaining in force and can be affected by policy lapses, benefit reductions and death. Future premium rate increases are generally subject to regulatory approval, and therefore the exact timing and size of the approved rate increases are unknown. As a result of this variability, our long-term long-

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term care reserves may be subject to material increases if actual experience develops adversely to our expectations.

The table below summarizes the estimated pretax impact on our results of operations from various hypothetical revisions to our liability for future policyholder benefits (LFPB) reserve assumptions. We have assumed that revisions to such assumptions would occur in each policy type, age and duration within each **policy group**, **long-term care product**. The impact of each sensitivity is discrete and does not reflect the impact one factor may have on another or the mitigating impact from management actions, which may include additional future premium rate increases. Although such hypothetical revisions are not currently required or anticipated, we believe they could occur based on past variances in experience and our expectations of the ranges of future experience that could reasonably occur. Any actual adjustment would be dependent on the specific policies affected and, therefore, may differ from the estimates summarized below. The estimated impacts to results of operations in the table below are after consideration of any net premium ratio impacts.

Hypothetical revisions (In millions)	Estimated reduction to pretax income
Morbidity:	
2.5% increase in morbidity	\$ 275 290
5% increase in morbidity	600 590
Persistency:	
5% decrease in active life mortality and lapse	\$ 150 160
10% decrease in active life mortality and lapse	300 310
Premium Rate Actions:	
25% decrease in anticipated future premium rate increases	\$ 25 10
50% decrease in anticipated future premium rate increases	50 20

As part of the annual reserve review, statutory long-term care reserve adequacy is evaluated via premium deficiency testing, by comparing carried statutory reserves with our best estimate reserves, which incorporates best estimate discount rate and liability assumptions in its determination. Statutory margin is the excess of carried reserves over best estimate reserves. As of **September 30, 2023** **September 30, 2024**, statutory long-term care margin increased to **\$1.3 billion**, **\$1.4 billion** from **\$1.3 billion**, primarily driven by a more favorable interest rate environment resulting in a higher yielding investment portfolio.

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CATASTROPHES AND RELATED REINSURANCE

Various events can cause catastrophe losses. These events can be natural or man-made, including hurricanes, tornadoes, windstorms, earthquakes, hail, severe winter weather, fires, floods, riots, strikes, civil unrest, cyber-attacks, pandemics and acts of terrorism that produce unusually large aggregate losses. In most, but not all cases, our catastrophe losses from these events in the United States of America (U.S.) are defined consistent with the definition of the Property Claims Service (PCS). PCS defines a catastrophe as an event that causes damage of \$25 million or more in direct insured losses to property and affects a significant number of policyholders and insurers. For events outside of the U.S., we define a catastrophe as an industry recognized event that generates an accumulation of claims amounting to more than \$1 million for the International segment.

Catastrophes are an inherent risk of the property and casualty insurance business and have contributed to material period-to-period fluctuations in our results of operations and/or equity. We reported catastrophe losses, net of reinsurance, of **\$236** **\$358** million and **\$247** **\$236** million for the years ended **December 31, 2023** **December 31, 2024** and **2022** **2023**. Catastrophe losses for the years ended **December 31, 2023** **December 31, 2024** and **2022** **2023** were driven by severe weather related events, primarily Winter Storm Elliott including \$71 million for Hurricane Helene and \$33 million for Hurricane Ian for 2022, Milton in 2024.

We use various analyses and methods, including using one of the industry standard natural catastrophe models, to estimate hurricane and earthquake losses at various return periods and to inform underwriting and reinsurance decisions designed to manage our exposure to catastrophic events. We generally seek to manage our exposure through the purchase of catastrophe reinsurance and utilize various reinsurance programs to mitigate catastrophe losses, including excess-of-loss occurrence and aggregate treaties covering property and workers' compensation, a property quota share treaty and the Terrorism Risk Insurance Program Reauthorization Act of 2019 (TRIPRA), as well as individual risk agreements that reinsure from losses from specific classes or lines of business. We conduct an ongoing review of our risk and catastrophe reinsurance coverages and from time to time make changes as we deem appropriate.

The following discussion summarizes our most significant catastrophe reinsurance coverage at **January 1, 2024** **January 1, 2025**.

Group North American Property Treaty

We purchased corporate catastrophe excess-of-loss treaty reinsurance covering our U.S. states and territories and Canadian property exposures underwritten in our North American and European companies. Exposures underwritten through Hardy are excluded and covered under a separate treaty. The treaty has a term of June 1, 2023 June 1, 2024 to June 1, 2024 June 1, 2025 and provides coverage for the accumulation of covered losses from catastrophe occurrences above our per occurrence retention of \$235 \$250 million up to \$1.1 \$1.4 billion for all losses other than earthquakes. Earthquakes are covered up to \$1.2 billion losses. Losses stemming from terrorism events are covered unless they are due to a nuclear, biological or chemical attack. All layers of the treaty provide for one full reinstatement.

Group Workers' Compensation Treaty

We also purchased corporate Workers' Compensation catastrophe excess-of-loss treaty reinsurance for the period January 1, 2024 January 1, 2025 to January 1, 2025 January 1, 2026 providing \$275 million of coverage for the accumulation of covered losses related to natural catastrophes above our per occurrence retention of \$25 million. The treaty also provides \$775 million of coverage for the accumulation of covered losses related to terrorism events above our per occurrence retention of \$25 million. Of the \$775 million in terrorism coverage, \$200 million is provided for nuclear, biological chemical and radiation events. One full reinstatement is available for the first \$275 million above the retention, regardless All layers of the covered peril treaty provide for one full reinstatement.

Terrorism Risk Insurance Program Reauthorization Act of 2019

Our principal reinsurance protection against large-scale terrorist attacks, including nuclear, biological, chemical or radiological attacks, is the coverage currently provided through TRIPRA which runs through the end of 2027. TRIPRA provides a U.S. government backstop for insurance-related losses resulting from any "act of terrorism," which is certified by the Secretary of Treasury in consultation with the Secretary of Homeland Security for losses that exceed a threshold of \$200 million industry-wide for the calendar year 2024, 2025. Under the current provisions of the program, in 2024, 2025, the federal government will reimburse 80% of our covered losses in excess of our applicable deductible up to a total industry program cap of \$100 billion. Our deductible is based on eligible commercial property and casualty earned premiums for the preceding calendar year. Based on 2023, 2024 earned premiums, our estimated deductible under the program is \$1.1 \$1.2 billion for 2024, 2025. If an act of terrorism or

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acts of terrorism result in covered losses exceeding the \$100 billion annual industry aggregate limit, Congress would be responsible for determining how additional losses in excess of \$100 billion will be paid.

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CONSOLIDATED OPERATIONS

Results of Operations

The following table includes the consolidated results of our operations including our financial measure, core income (loss). For more detailed components of our business operations and a discussion of the core income (loss) financial measure, see the Segment Results section within this MD&A. For further discussion of Net investment income and Net investment gains or losses, see the Investments section of this MD&A.

Years ended December 31	2024		2023	
(In millions)				
Operating Revenues				
Net earned premiums	\$	10,211	\$	9,480
Net investment income		2,497		2,264
Non-insurance warranty revenue		1,609		1,624
Other revenues		34		30
Total operating revenues		14,351		13,398
Claims, Benefits and Expenses				
Net incurred claims and benefits (re-measurement loss of \$125 and \$88)		7,704		7,039
Policyholders' dividends		34		29
Amortization of deferred acquisition costs		1,798		1,644
Non-insurance warranty expense		1,547		1,544
Insurance related administrative expenses		1,275		1,251
Interest expense		133		127
Other expenses		197		147
Total claims, benefits and expenses		12,688		11,781

Income tax expense on core income		(347)	(333)
Core income		1,316	1,284
Net investment losses		(81)	(99)
Income tax benefit on net investment losses		17	20
Net investment losses, after tax		(64)	(79)
Pension settlement transaction losses		(371)	—
Income tax benefit on pension settlement transaction losses		78	—
Pension settlement transaction losses, after tax		(293)	—
Net income	\$	959	\$ 1,205

Years ended December 31

(In millions)

Operating Revenues

	2023	2022 (1)	2021 (1)
Net earned premiums	\$ 9,480	\$ 8,667	\$ 8,175
Net investment income	2,264	1,805	2,159
Non-insurance warranty revenue	1,624	1,574	1,430
Other revenues	30	32	24
Total operating revenues	13,398	12,078	11,788

Claims, Benefits and Expenses

Net incurred claims and benefits (re-measurement (loss) of \$(88), \$(214), and \$(8))	7,039	6,628	6,349
Policyholders' dividends	29	25	22
Amortization of deferred acquisition costs	1,644	1,490	1,443
Non-insurance warranty expense	1,544	1,471	1,328
Other insurance related expenses	1,251	1,160	1,062
Other expenses	274	291	242
Total claims, benefits and expenses	11,781	11,065	10,446
Core income before income tax	1,617	1,013	1,342
Income tax expense on core income	(333)	(177)	(254)
Core income	1,284	836	1,088
Net investment (losses) gains	(99)	(199)	120
Income tax benefit (expense) on net investment (losses) gains	20	45	(24)
Net investment (losses) gains, after tax	(79)	(154)	96
Net income	\$ 1,205	\$ 682	\$ 1,184

2024 Compared with 2023

(1) As of January 1, 2023, we adopted ASU 2018-12 using the modified retrospective method applied. Net income was \$959 million for 2024, which includes a \$293 million after-tax loss from pension settlement transactions, as of the transition date of January 1, 2021. Prior period amounts presented compared with \$1,205 million for 2023. Pension settlement transactions are further discussed in the financial statements have been adjusted to reflect application of the new guidance. See Note A J to the Consolidated Financial Statements for additional information.

2023 Compared with 2022

included under Item 8. Core income increased \$448 \$32 million in 2023 2024 as compared with 2022 2023. Core income for our Property & Casualty Operations increased \$265 \$44 million driven by higher net investment income and improved underlying underwriting results. results partially offset by higher catastrophe losses and an unfavorable impact from changes in foreign currency exchange rates. Core loss for our Life & Group segment decreased \$173 million \$25 million, while core loss for our Corporate & Other segment decreased \$10 million increased \$37 million.

Catastrophe losses were \$358 million and \$236 million in 2024 and 2023, primarily driven by severe weather related events. Catastrophe losses were \$247 million events, including \$71 million for Hurricane Helene and \$33 million for Hurricane Milton in 2022, primarily related to Winter Storm Elliott and Hurricane Ian. 2024. Unfavorable net prior year loss reserve development of \$48 million was recorded in 2023 as compared with favorable net prior year loss reserve development each of \$32 million in 2022 2024 and 2023 related to our Specialty, Commercial, International and Corporate & Other segments. Further information on net prior year loss reserve development is in Note E to the Consolidated Financial Statements included under Item 8.

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2022 Compared with 2021

Core income decreased \$252 million in 2022 as compared with 2021. Core income for our Property & Casualty Operations increased \$56 million primarily due to improved underwriting results and higher net investment income from fixed income securities partially offset by lower investment income from limited partnerships and common stock. Core results for our Life & Group segment decreased \$329 million, while core loss for our Corporate & Other segment decreased \$21 million.

Catastrophe losses were \$247 million in 2022 as compared with \$397 million in 2021. Catastrophe losses for the years ended December 31, 2022 and 2021 were driven by severe weather related events, primarily Winter Storm Elliott and Hurricane Ian for 2022 and Hurricane Ida and Winter Storms Uri and Viola for 2021.

Favorable net prior year loss reserve development of \$32 million was recorded in 2022 as compared with unfavorable net prior year loss reserve development of \$11 million in 2021 related to our Specialty, Commercial, International and Corporate & Other segments. Further information on net prior year loss reserve development is in Note E to the Consolidated Financial Statements included under Item 8.

SEGMENT RESULTS

The following discusses the results of operations for our business segments.

Our property and casualty commercial insurance operations are managed and reported in three business segments: Specialty, Commercial and International, which we refer to collectively as Property & Casualty Operations. Specialty provides management and professional liability and other coverages through property and casualty products and services using a network of brokers, independent agencies and managing general underwriters. Commercial works with a network of brokers and independent agents to market a broad range of property and casualty insurance products to all types of insureds targeting small business, construction, middle markets and other commercial customers. The International segment underwrites property and casualty coverages on a global basis through a branch operation in Canada, a European business consisting of insurance companies based in the U.K. and Luxembourg and Hardy, our Lloyd's syndicate.

Our operations outside of Property & Casualty Operations are managed and reported in two segments: Life & Group and Corporate & Other. Life & Group primarily includes the results of our long-term care business that is in run-off. Corporate & Other primarily includes certain corporate expenses, including interest on corporate debt, and the results of certain property and casualty businesses in run-off, including CNA Re, A&EP, a legacy portfolio of excess workers' compensation (EWC) policies and certain legacy mass tort reserves. Intersegment eliminations are also included in this segment.

We utilize the core income (loss) financial measure to monitor our operations. Core income (loss) is calculated by excluding from net income (loss) the after-tax effects of net investment gains or losses. The losses and gains or losses resulting from pension settlement transactions. Net investment gains or losses are excluded from the calculation of core income (loss) excludes net investment gains or losses because net investment gains or losses they are generally driven by economic factors that are not necessarily reflective of our primary operations. Management monitors The calculation of core income (loss) for each business segment excludes gains or losses resulting from pension settlement transactions as they result from decisions regarding our defined benefit pension plans which are unrelated to assess segment performance. our primary operations. Presentation of consolidated core income (loss) is deemed to be a non-GAAP financial measure and management believes some investors may find this measure useful to evaluate our primary operations. See further discussion regarding how we manage our business and in Note P to the Consolidated Financial Statements included under Item 8. For reconciliations of non-GAAP measures to the most comparable GAAP measures and other information, in please see below and Note P to the Consolidated Financial Statements included under Item 8.

In evaluating the results of our Specialty, Commercial and International segments, we utilize the loss ratio, the underlying loss ratio, the expense ratio, the dividend ratio, the combined ratio and the underlying combined ratio. These ratios are calculated using GAAP financial results. The loss ratio is the percentage of net incurred claim and claim adjustment expenses to net earned premiums. The underlying loss ratio excludes the impact of catastrophe losses and development-related items from the loss ratio. Development-related items represents net prior year loss reserve and premium development, and includes the effects of interest accretion and change in allowance for uncollectible reinsurance and deductible amounts. The expense ratio is the percentage of insurance underwriting and acquisition expenses, including the amortization of deferred acquisition costs, to net earned premiums. The dividend ratio is the ratio of policyholders' dividends incurred to net earned premiums. The combined ratio is the sum of the loss ratio, the expense ratio and the dividend ratio. The underlying combined ratio is the sum of the underlying loss ratio, the expense ratio and the dividend ratio. The underlying loss ratio and the underlying combined ratio are deemed to be non-GAAP financial measures, and management believes some investors may find these ratios useful to evaluate our underwriting performance since they remove the impact of catastrophe losses which are unpredictable as to timing and amount, and development-related items as they are not indicative of our current year underwriting performance.

Changes in estimates of claim and claim adjustment expense reserves, net of reinsurance, for prior years are defined as net prior year loss reserve development within this MD&A. These changes can be favorable or unfavorable. Net prior year loss reserve development does not include the effect of any related acquisition expenses. Further information on our reserves is provided in Note E and Note F to the Consolidated Financial Statements included under Item 8.

In addition, we also utilize renewal premium change, rate, retention and new business in evaluating operating trends. Renewal premium change represents the estimated change in average premium on policies that renew, including rate and exposure changes. Rate represents the average change in price on policies that renew excluding exposure change. Exposure represents the measure of risk used in the pricing of the insurance

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product. The change in exposure represents the change in premium dollars on policies that renew as a result of the change in risk of the policy. Retention represents the percentage of premium dollars renewed, excluding rate and exposure changes, in comparison to the expiring premium dollars from policies available to renew. New business represents

premiums from policies written with new customers and additional policies written with existing customers. Gross written premiums, excluding third-party captives, excludes business which is ceded to third-party captives, including business related to large warranty programs.

We use **underwriting gain (loss)** and **underlying underwriting gain (loss)**, calculated using GAAP financial results, to monitor our insurance operations. Underwriting gain (loss) is **pretax** deemed to be a non-GAAP financial measure and is calculated **pretax** as net earned premiums less total insurance expenses, which includes insurance claims and policyholders' benefits, amortization of deferred acquisition costs and **other** insurance related administrative expenses. **Net income (loss)** is the most directly comparable GAAP measure. Management believes some investors may find this measure useful to evaluate the profitability, before tax, derived from our underwriting activities, which are managed separately from our investing activities. Underlying underwriting gain (loss) is also deemed to be a non-GAAP financial measure, and represents **pretax** **underwriting results** **gain (loss)** excluding catastrophe losses and development-related items. Management believes some investors may find this measure useful to evaluate the profitability, before tax, derived from our underwriting activities, excluding the impact of catastrophe losses, which are unpredictable as to timing and amount, and development-related items as they are not indicative of our current year underwriting performance.

Changes in estimates

The following tables present a reconciliation of **claim** net income to underwriting gain (loss) and **claim** adjustment expense reserves, net of reinsurance, for prior years are defined as net prior year loss reserve development within this MD&A. These changes can be favorable or **underlying** underwriting gain (loss):

Year ended December 31, 2024					
(In millions)	Specialty	Commercial	International	Property & Casualty	
Net income (loss)	\$ 663	\$ 658	\$ 153	\$ 1,474	
Net investment losses (gains), after tax	31	44	—	75	
Core income (loss)	\$ 694	\$ 702	\$ 153	\$ 1,549	
Less:					
Net investment income	626	733	131	1,490	
Non-insurance warranty revenue (expense)	62	—	—	62	
Other revenue (expense), including interest expense	(53)	(14)	(10)	(77)	
Income tax (expense) benefit on core income (loss)	(190)	(188)	(44)	(422)	
Underwriting gain (loss)	249	171	76	496	
Effect of catastrophe losses	—	318	40	358	
Effect of favorable development-related items	(8)	—	(6)	(14)	
Underlying underwriting gain	\$ 241	\$ 489	\$ 110	\$ 840	
Year ended December 31, 2023					
(In millions)	Specialty	Commercial	International	Property & Casualty	
Net income (loss)	\$ 666	\$ 594	\$ 147	\$ 1,407	
Net investment losses (gains), after tax	42	58	(2)	98	
Core income (loss)	\$ 708	\$ 652	\$ 145	\$ 1,505	
Less:					
Net investment income	558	645	103	1,306	
Non-insurance warranty revenue (expense)	80	—	—	80	
Other revenue (expense), including interest expense	(52)	(1)	4	(49)	
Income tax (expense) benefit on core income (loss)	(195)	(174)	(48)	(417)	
Underwriting gain (loss)	317	182	86	585	
Effect of catastrophe losses	—	207	29	236	
Effect of (favorable) unfavorable development-related items	(12)	(4)	13	(3)	
Underlying underwriting gain	\$ 305	\$ 385	\$ 128	\$ 818	

unfavorable. Net prior year loss reserve development does not include the effect of any related acquisition expenses. Further information on our reserves is provided in Note E and Note F to the Consolidated Financial Statements included under Item 8.

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Specialty

Specialty provides management and professional liability and other coverages through property and casualty products and services using a network of brokers, independent agencies and managing general underwriters. Specialty includes the following business groups:

Management & Professional Liability consists of the following coverages and products:

- Professional liability coverages and risk management services to various professional firms, including architects, real estate agents, accounting firms and law firms.
- D&O, E&O, employment practices, fiduciary, fidelity and cyber coverages. Specific areas of focus include small and mid-size firms, public as well as privately held firms and not-for-profit organizations.
- Insurance products to serve the healthcare industry, including professional and general liability as well as associated casualty coverages. Key customer groups include aging services, allied medical facilities, dentists, physicians, nurses and other medical practitioners.

Surety offers small, medium and large contract and commercial surety bonds. Surety provides surety and fidelity bonds in all 50 states.

Warranty and Alternative Risks provides extended service contracts and insurance products that provide protection from the financial burden associated with mechanical breakdown and other related losses, primarily for vehicles, portable electronic communication devices and other consumer goods. Service contracts are generally distributed by commission-based independent representatives and sold by auto dealerships and retailers in North America to customers in conjunction with the purchase of a new or used vehicle or new consumer goods. Additionally, our insurance companies may issue contractual liability insurance policies or guaranteed asset protection reimbursement insurance policies to cover the liabilities of these service contracts issued by affiliated entities or third parties.

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The following table details the results of operations for Specialty.

Years ended December 31

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

	2023	2022	2024	2023
--	------	------	------	------

Gross written premiums

2023

Gross written premiums excluding third-party captives

2022

Net written premiums

2024

Net earned premiums

2023

Underwriting gain

Net investment income

Core income

Other performance metrics:

Other performance metrics:

Other performance metrics:

Loss ratio excluding catastrophes and development

58.5 % 58.6 %

Loss ratio excluding catastrophes and development

Loss ratio excluding catastrophes and development

58.6 %

Effect of catastrophe impacts

Effect of development-related items

Loss ratio

Loss ratio

59.5 % 58.2 %

Expense ratio

Dividend ratio

Combined ratio

Combined ratio

90.4 %

Combined ratio excluding catastrophes and development

88.6 %

Less: Effect of catastrophe impacts

Less: Effect of favorable development-related items

Underlying combined ratio

92.9 % 90.7 %

Underlying loss ratio

59.8 % 58.5 %

Rate

Rate

Rate

— % 6 %

1 % — %

Renewal premium change	
Retention	

New business

2023 2024 Compared with 2022 2023

Gross written premiums, excluding third-party captives, for Specialty decreased \$14 million increased \$95 million in 2023 2024 as compared with 2022 2023 driven by lower new business partially offset by strong retention. Net written premiums for Specialty increased \$23 \$116 million in 2023 2024 as compared with 2022 2023. The increase in net earned premiums was consistent with the trend in net written premiums.

Core income increased \$40 decreased \$14 million in 2023 2024 as compared with 2022 2023 primarily due to higher net investment income partially offset by lower favorable net prior year loss reserve development, lower underlying underwriting results and lower income from higher claim costs in our non-insurance auto warranty business, business partially offset by higher net investment income.

The combined ratio of 90.4% 92.6% increased 1.8 point 2.2 points in 2023 2024 as compared with 2022 2023 primarily due to a 1.0 1.3 point increase in the expense loss ratio and a 0.8 point increase in the expense ratio. The increase in the loss ratio was primarily due to an increase in the underlying loss ratio, primarily driven by continued pricing pressure in management liability lines over the last several quarters. The increase in the expense ratio was driven by higher employee related and acquisition costs. The increase in the loss ratio was largely due to lower favorable net prior year loss reserve development, earned premium growth. There were no catastrophe losses for 2023, as compared with \$2 million, or 0.1 points of the loss ratio, for 2022, 2024 and 2023.

Favorable net prior year loss reserve development of \$14 million \$9 million and \$40 \$14 million was recorded in 2023 2024 and 2022, 2023. Further information on net prior year loss reserve development is in Note E to the Consolidated Financial Statements included under Item 8.

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The following table summarizes the gross and net carried reserves for Specialty.

December 31

(In millions)

(In millions)

(In millions)

Gross case reserves

Gross IBNR reserves

Total gross carried claim and claim adjustment expense reserves

Net case reserves

Net IBNR reserves

Total net carried claim and claim adjustment expense reserves

2023

2022

2024

2023

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Commercial

Commercial works with a network of brokers and independent agents to market a broad range of property and casualty insurance products to all types of insureds targeting small business, construction, middle markets and other commercial customers. Property products include standard and excess property, marine and boiler and machinery coverages. Casualty products include standard casualty insurance products such as workers' compensation, general and product liability, commercial auto, umbrella, and excess and surplus coverages. Most insurance programs are provided on a guaranteed cost basis; however, we also offer specialized loss-sensitive insurance programs and total risk management services relating to claim and information services to the large commercial insurance marketplace.

The following table details the results of operations for Commercial.

Years ended December 31

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

2023

2022

2024

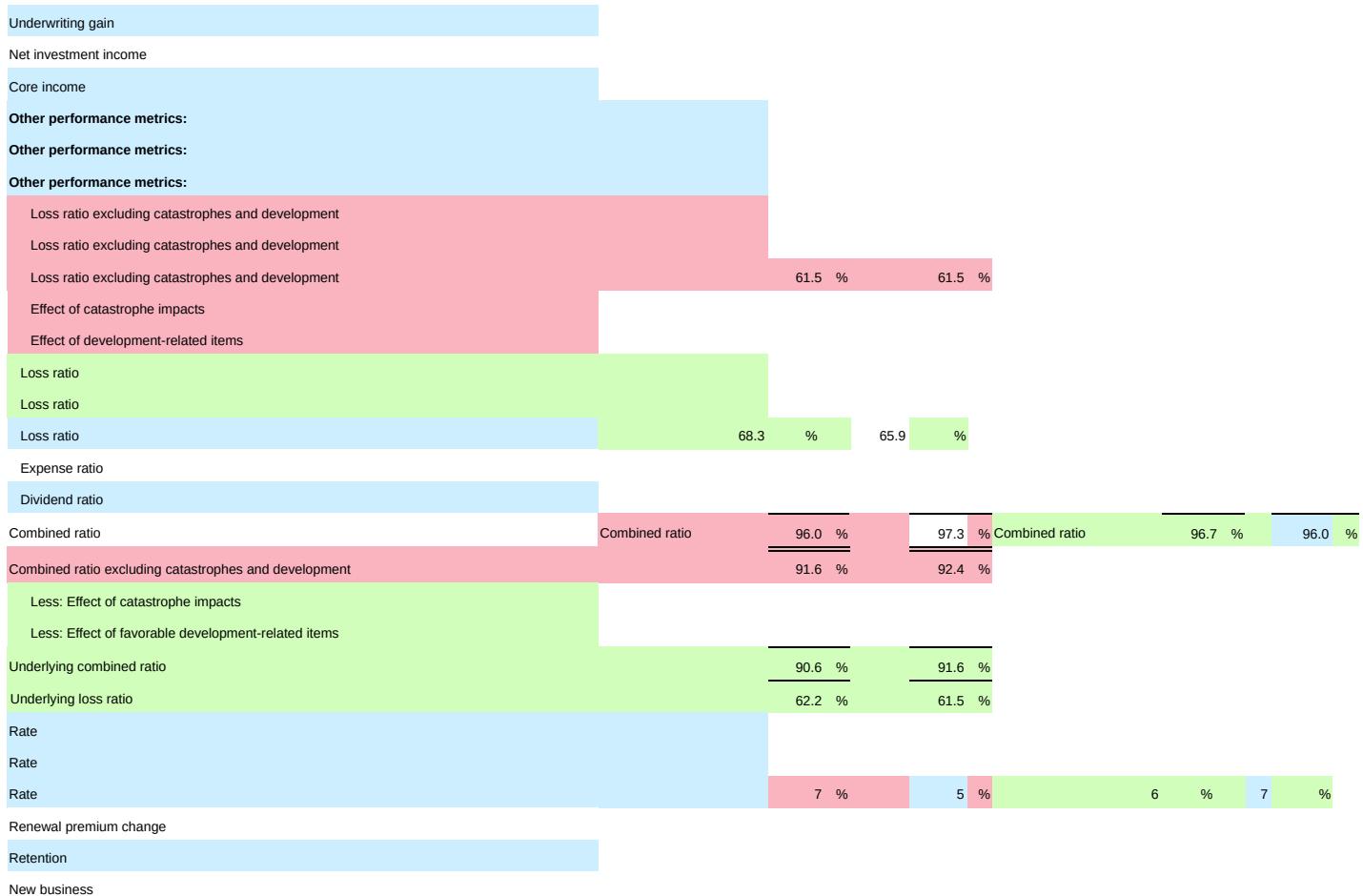
2023

Gross written premiums

Gross written premiums excluding third-party captives

Net written premiums

Net earned premiums



2023 2024 Compared with 2022 2023

Gross written premiums for Commercial increased \$950 million \$844 million in 2023 2024 as compared with 2022 2023 driven by favorable renewal premium change, rate and higher new business and rate. Net written premiums for Commercial increased \$687 million \$589 million in 2023 2024 as compared with 2022 2023. The increase in net earned premiums was consistent with the trend in net written premiums.

Core income increased \$186 million \$50 million in 2023 2024 as compared with 2022 2023, driven by improved underlying underwriting results and higher net investment income and improved current accident year underwriting results partially offset by lower favorable net prior year loss reserve development, higher catastrophe losses.

The combined ratio of 96.0% improved 1.3 96.7% increased 0.7 points in 2023 2024 as compared with 2022 2023 due to a 0.8 2.4 point increase in the loss ratio partially offset by a 1.7 point improvement in the expense ratio and a 0.5 improvement in the loss ratio. The improvement in the expense ratio was driven by higher net earned premiums partially offset by higher employee related costs. The improvement increase in the loss ratio was primarily driven by lower higher catastrophe losses partially offset and an increase in the underlying loss ratio, driven by lower favorable net prior year the continuation of elevated loss reserve development, cost trends in commercial auto and mix of business. Catastrophe losses were \$318 million, or 6.2 points of the loss ratio, for 2024, as compared with \$207 million, or 4.5 points of the loss ratio, for 2023, as compared with \$222 million, or 5.6 points of 2023. The improvement in the loss expense ratio for 2022 was primarily driven by higher net earned premiums.

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Favorable net prior year loss reserve development of \$22 million \$16 million and \$43 \$22 million was recorded in 2023 2024 and 2022 2023. Further information on net prior year loss reserve development is in Note E to the Consolidated Financial Statements included under Item 8.

The following table summarizes the gross and net carried reserves for Commercial.

December 31

(In millions)

(In millions)

(In millions)

2023

2022

2024

2023



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International

The International segment underwrites property and casualty coverages on a global basis through a branch operation in Canada, a European business consisting of insurance companies based in the U.K. and Luxembourg and Hardy, our Lloyd's syndicate.

Canada provides standard commercial and specialty insurance products, primarily in the marine, oil & gas, construction, manufacturing and life science industries.

Europe provides a diverse range of specialty products as well as and commercial insurance products primarily in with a focus on specific areas including the middle market, marine, property, healthcare, financial and professional services and healthcare & technology industries sectors in the U.K. and Continental Europe on both a domestic and cross-border basis.

Hardy operates through Lloyd's Syndicate 382 underwriting energy, marine, property, casualty and specialty lines with risks located in many countries around the world. The capacity and results of the syndicate are 100% attributable to CNA.

The following table details the results of operations for International.

Years ended December 31

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

(In millions, except ratios, rate, renewal premium change and retention)

	2023	2022	2024	2023
--	------	------	------	------

Gross written premiums

Net written premiums

Net earned premiums

Underwriting gain

Net investment income

Core income

Other performance metrics:

Other performance metrics:

Other performance metrics:

Loss ratio excluding catastrophes and development

Loss ratio excluding catastrophes and development

Loss ratio excluding catastrophes and development

Effect of catastrophe impacts

Effect of development-related items

Loss ratio

Loss ratio

Loss ratio

Expense ratio

Combined ratio

Combined ratio

Combined ratio excluding catastrophes and development

Less: Effect of catastrophe impacts

Less: Effect of (favorable) unfavorable development-related items

Underlying combined ratio

Underlying loss ratio

Rate

Rate

Rate	3 %	6 %	(1) %	3 %
Renewal premium change				
Retention				
New business				

2023 2024 Compared with 2022 2023

Gross written premiums for International increased \$91 million decreased \$2 million in 2023 2024 as compared with 2022 2023. Excluding the effect of foreign currency exchange rates, gross written premiums increased \$102 decreased \$14 million driven by favorable renewal premium change, lower new business and rate. Net written premiums for International increased \$73 million \$25 million in 2023 2024 as compared with 2022 2023. Excluding the effect of foreign currency exchange rates, net written premiums increased \$74 \$21 million as compared with 2022 2023 driven by favorable adjustments on prior year reinsurance treaties, in the current year. The increase in net earned premiums was consistent with the trend in net written premiums.

Core income increased \$39 million \$8 million in 2023 2024 as compared with 2022 2023 driven by higher net investment income improved underlying underwriting results and a favorable impact from changes net prior year loss reserve development in foreign currency exchange rates, partially offset by the current year compared with unfavorable net prior year loss reserve development, development in the prior year, partially offset by lower underlying underwriting results and higher catastrophe losses.

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The combined ratio of 92.6% 94.0% increased 0.8 1.4 points in 2023 2024 as compared with 2022 2023 due to a 1.9 point increase in the loss expense ratio partially offset by a 1.1 0.5 point improvement in the expense loss ratio. The increase in the loss expense ratio was driven by higher employee related costs and a favorable reinsurance acquisition related catch-up adjustment recorded in the prior year, partially offset by higher net earned premiums. The improvement in the loss ratio was primarily driven by favorable net prior year loss reserve development partially offset by higher catastrophe losses. Catastrophe losses were \$40 million, or 3.2 points of the loss ratio, for 2024, as compared with \$29 million, or 2.5 points of the loss ratio, for 2023.

Favorable net prior year loss reserve development of \$6 million was recorded in 2024 compared with unfavorable net prior year loss reserve development of \$13 million recorded for 2023 compared to favorable net prior year loss reserve development of \$13 million recorded for 2022. Catastrophe losses were \$29 million, or 2.5 points of the loss ratio, for 2023, as compared with \$23 million, or 2.2 points of the loss ratio, for 2022. The improvement in the expense ratio was driven by higher net earned premiums and a favorable reinsurance acquisition related catch-up adjustment in the third quarter of 2023, partially offset by higher employee related costs.

2023. Further information on net prior year loss reserve development is in Note E to the Consolidated Financial Statements included under Item 8.

The following table summarizes the gross and net carried reserves for International.

December 31	2023	2022	2024	2023
(In millions)				
(In millions)				
(In millions)				
Gross case reserves				
Gross IBNR reserves				
Total gross carried claim and claim adjustment expense reserves				
Net case reserves				
Net IBNR reserves				
Total net carried claim and claim adjustment expense reserves				

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Life & Group

The Life & Group segment includes our run-off long-term care business as well as structured settlement obligations not funded by annuities related to certain property and casualty claimants. Long-term care policies were sold on both an individual and group basis.

The following table summarizes the results of operations for Life & Group.

Years ended December 31	2023	2022 (1)	2021 (1)	2024	2023
(In millions)					
(In millions)					
(In millions)					
Net earned premiums					

Claims, benefits and expenses
Net investment income
Net investment income
Net investment income
Core (loss) income
Core loss
Core (loss) income
Core loss
Core (loss) income
Core loss

(1) As of January 1, 2023, we adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts presented in the financial statements have been adjusted to reflect application of the new guidance. See Note A and Note F to the Consolidated Financial Statements for additional information.

2023 2024 Compared with 2022 2023

Core loss decreased \$173 million \$25 million in 2023 2024 as compared with 2022 2023 primarily due to higher net investment income and an unfavorable pretax impact of \$181 million in the prior year as a result of the annual reserve reviews, partially offset by long-term care policy buyouts in 2023. Policy buyouts generally result in an unfavorable impact on core loss, as the cash payments are linked to higher statutory reserve levels. Excluding the impacts of long-term care policy buyouts, 2023 underwriting results are generally in line with reserving expectations.

income. Both years are inclusive of cash flow assumption updates as a result of the annual reserve review completed in the third quarter of each year. Cash flow assumption updates for 2023 resulted in an \$8 million pretax increase in long-term care reserves. Adjusted to reflect the application of the LDTI accounting standard, the

The cash flow assumption updates from the annual reserve review for 2022 2024 and 2023 resulted in a \$186 million pretax increase in long-term care reserves primarily driven by the unfavorable impact of increased cost of care inflation, partially offset by favorable premium rate assumptions, \$15 million and \$8 million.

The annual structured settlement reserve review resulted in a pretax reduction in claim reserves of \$9 million and \$6 million for 2024 and \$5 million for 2023 and 2022.

2022 Compared with 2021

Results for both years have been adjusted to reflect the application of the LDTI accounting standard.

Core results decreased \$329 million in 2022 as compared with 2021 primarily due to the unfavorable impact of the 2022 annual reserve reviews and lower net investment income.

Cash flow assumption updates, as a result of the annual reserve reviews, for 2022 resulted in an \$186 million pretax increase in long-term care reserves compared to a \$3 million pretax increase in 2021.

The annual structured settlement review resulted in a pretax reduction in claim reserves of \$5 million for 2022 and a pretax increase to claim reserves of \$2 million for 2021.

2023.

The following tables summarize policyholder reserves for Life & Group.

December 31, 2023	Claim and claim adjustment expenses	Future policy benefits	Total	Claim and claim adjustment expenses	Future policy benefits	Total
December 31, 2024						
(In millions)						
(In millions)						
(In millions)						
Long-term care						
Structured settlement annuities and other						
Structured settlement and other						
Total						
Total						
Total						
Ceded reserves						
Ceded reserves						
Ceded reserves						
Total gross reserves						
December 31, 2022						
December 31, 2023						

(In millions)	Claim and claim adjustment expenses	Future policy benefits	Total	Claim and claim adjustment expenses	Future policy benefits	Total
(In millions)						
Long-term care (1) (2)						
Structured settlement annuities and other						
Long-term care						
Structured settlement and other						
Total						
Total						
Total						
Ceded reserves						
Ceded reserves						
Ceded reserves						
Total gross reserves						

(1) As of January 1, 2023, we adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts presented in the financial statements have been adjusted to reflect application of the new guidance. See Note A and Note F to the Consolidated Financial Statements for additional information.

(2) In conjunction with the adoption of ASU 2018-12, at January 1, 2023 we reclassified the long-term care reserves for policyholders currently receiving benefits from Claim and claim adjustment expense to Future policy benefits. This change was applied retrospectively as of January 1, 2021.

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Corporate & Other

Corporate & Other primarily includes certain corporate expenses, including interest on corporate debt, and the results of certain property and casualty business in run-off, including CNA Re, A&EP, a legacy portfolio of EWC policies and certain legacy mass tort reserves.

The following table summarizes the results of operations for the Corporate & Other segment, including intersegment eliminations.

Years ended December 31

Years ended December 31

Years ended December 31

(In millions)

(In millions)

(In millions)

Net investment income

Net investment income

Net investment income

Insurance claims and policyholders' benefits

Insurance claims and policyholders' benefits

Insurance claims and policyholders' benefits

Interest expense

Interest expense

Interest expense

Core loss

Core loss

Core loss

2023 Compared with 2022

Core loss decreased \$10 million for 2023 as compared with 2022. The current year includes higher net investment income, corporate expenses as a \$19 million after-tax charge result of continued investments in technology and an unfavorable non-economic impact related to office consolidation, and the A&EP LPT. The current year also includes a \$56 million after-tax charge related to unfavorable net prior period year loss reserve development for legacy mass tort claims compared with a \$51 million after-tax charge for legacy mass tort claims in the prior year. The charge related to office consolidation is further discussed in Note M and net prior year loss reserve development is further discussed in Note E, to the Consolidated Financial Statements included under Item 8.

The application of retroactive reinsurance accounting to additional cessions to the A&EP LPT resulted in an after-tax charge of \$6 million in 2024 compared to an after-tax benefit of \$6 million and \$3 million in 2023, and 2022, both of which have no economic impact.

Included in 2024 results is \$16 million of after-tax charges related to office consolidation compared with \$19 million of after-tax charges in the prior year.

The A&EP LPT and net prior year loss reserve development is further discussed in Note E to the Consolidated Financial Statements included under Item 8.

The following table summarizes the gross and net carried reserves for Corporate & Other.

December 31	2023	2022
(In millions)		
Gross case reserves	\$ 1,353	\$ 1,428
Gross IBNR reserves	1,333	1,321
Total gross carried claim and claim adjustment expense reserves	\$ 2,686	\$ 2,749
Net case reserves	\$ 129	\$ 137
Net IBNR reserves	239	202
Total net carried claim and claim adjustment expense reserves	\$ 368	\$ 339

Impact of Office Consolidation on 2024 Results

In the first quarter of 2024, we committed to consolidate some of our offices. As a result, we anticipate a charge of approximately \$16 million pretax in 2024 in our Corporate & Other segment.

December 31	2024	2023
(In millions)		
Gross case reserves	\$ 1,241	\$ 1,353
Gross IBNR reserves	1,431	1,333
Total gross carried claim and claim adjustment expense reserves	\$ 2,672	\$ 2,686
Net case reserves	\$ 120	\$ 129
Net IBNR reserves	268	239
Total net carried claim and claim adjustment expense reserves	\$ 388	\$ 368

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INVESTMENTS

Net Investment Income

The significant components of Net investment income are presented in the following table. Fixed income securities, as presented, include both fixed maturity securities and non-redeemable preferred stock.

Years ended December 31

(In millions)

(In millions)

(In millions)

2023	2022	2024	2023
------	------	------	------

Fixed income securities:

Taxable fixed income securities

Taxable fixed income securities

Taxable fixed income securities

Tax-exempt fixed income securities

Total fixed income securities

Limited partnership and common stock investments

Other, net of investment expense

Net investment income

Effective income yield for the fixed income securities portfolio

Effective income yield for the fixed income securities portfolio

Effective income yield for the fixed income securities portfolio

4.7 %	4.4 %	4.8 %	4.7 %
-------	-------	-------	-------

Limited partnership and common stock return	9.4 %	(1.4) %	Limited partnership and common stock return	13.3 %	9.4 %
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Net investment income increased \$459 million \$233 million in 2023 2024 as compared with 2022 2023 driven by favorable limited partnership and common stock returns, and as well as higher income from fixed income securities as a result of the rising interest rate environment, a larger invested asset base and favorable reinvestment rates.

Net Investment (Losses) Gains

The components of Net investment (losses) gains are presented in the following table.

Years ended December 31

(In millions)

(In millions)

(In millions)

	2023	2022	2024	2023
Fixed maturity securities:				
Corporate bonds and other				
Corporate bonds and other				
Corporate bonds and other				
States, municipalities and political subdivisions				
Asset-backed				
Total fixed maturity securities				
Non-redeemable preferred stock				
Derivatives, short term and other				
Derivatives, short-term and other				
Mortgage loans				
Net investment losses				
Income tax benefit on net investment losses				
Net investment losses, after tax				

Pretax net investment losses decreased \$100 million \$18 million for 2023 2024 as compared with 2022 2023 driven by the favorable change in fair value of non-redeemable preferred stock.

Additionally, Derivatives, short term stock and other for 2022 included an \$18 million non-economic lower net gain related to the novation losses on disposals of a coinsurance agreement on our legacy annuity business in our Life & Group segment and the associated funds withheld embedded derivative. The coinsurance agreement was novated in the fourth quarter of 2022, fixed maturity securities, partially offset by higher impairment losses.

Further information on our investment gains and losses as well as on our derivative financial instruments is set forth in Notes A and B to the Consolidated Financial Statements included under Item 8.

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Portfolio Quality

The following table presents the estimated fair value and net unrealized gains (losses) of our fixed maturity securities by rating distribution.

December 31	December			December			2023			
	31	2023	(In millions)	2022	31	(In millions)	2024	(In millions)	Estimated Fair Value	Net Unrealized Gains (Losses)
(In millions)	(In millions)	Estimated Fair Value	Net Unrealized Gains (Losses)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)	Estimated Fair Value	(In millions)	Estimated Fair Value	Net Unrealized Gains (Losses)
U.S. Government, Government agencies and Government-sponsored enterprises										
AAA										
AA										
A										
BBB										
Non-investment grade										
Total										

As of December 31, 2023 December 31, 2024 and 2022, 2023, 1% of our fixed maturity portfolio was rated internally. AAA rated securities included \$0.2 billion and \$0.3 billion of prefunded municipal bonds as of December 31, 2023 December 31, 2024 and 2022, 2023.

The following table presents available-for-sale fixed maturity securities in a gross unrealized loss position by ratings distribution.

(In millions)	(In millions)	December 31, 2023		December 31, 2024	
		Estimated Fair Value	Gross Unrealized Losses (In millions)	Estimated Fair Value	Gross Unrealized Losses
U.S. Government, Government agencies and Government-sponsored enterprises					
AAA					
AA					
A					
BBB					
Non-investment grade					
Total					

The following table presents the maturity profile for these available-for-sale fixed maturity securities. Securities not due to mature on a single date are allocated based on weighted average life.

(In millions)	(In millions)	December 31, 2023		December 31, 2024		
		Estimated Fair Value	Gross Unrealized Losses	(In millions)	Estimated Fair Value	Gross Unrealized Losses
Due in one year or less						
Due after one year through five years						
Due after five years through ten years						
Due after ten years						
Total						

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Commercial Real Estate

Our investment portfolio has exposure to the commercial real estate sector primarily through our fixed maturity securities and mortgage loan portfolios. The performance of these assets is dependent on a number of factors, including the performance of the underlying collateral (which is influenced by cash flows from underlying property leases), changes in the fair value of collateral, refinancing risk, and the creditworthiness of tenants of credit tenant loan properties (where lease payments directly service the loan).

Within our fixed maturity securities portfolio, our exposure is primarily through our commercial mortgage-backed securities portfolio and our corporate and other bonds portfolio, which contains obligations of real estate investment trust (REIT) issuers. Commercial mortgage-backed securities include both single asset, single borrower collateral that is securitized independently and conduit collateral that is securitized in diversified pools.

The following tables present the estimated fair value and net unrealized gains (losses) of our commercial mortgage-backed securities by property type and by ratings distribution.

(In millions)	December 31, 2023		December 31, 2024		December 31, 2023	
	(In millions)	Estimated Fair Value	Net Unrealized Gains (Losses)	(In millions)	Estimated Fair Value	Net Unrealized Gains (Losses)
Commercial mortgage-backed:						
Single asset, single borrower:						
Single asset, single borrower:						
Single asset, single borrower:						
Office						
Office						
Office						
Lodging						
Retail						
Lodging						
Multifamily						
Industrial						
Multifamily						
Total single asset, single borrower						
Conduits (multi property, multi borrower pools)						
Total commercial mortgage-backed						

(In millions)	December 31, 2023		December 31, 2024		December 31, 2023		December 31, 2024	
	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)
Commercial mortgage-backed:								
AAA								
AAA								
AAA								
AA								
A								
BBB								
Non-investment grade								
Total commercial mortgage-backed								

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The following tables present the estimated fair value and net unrealized gains (losses) of the REIT issuer exposure within our corporate and other bonds portfolio by property type and by ratings distribution.

(In millions)	December 31, 2023		December 31, 2024		December 31, 2023		December 31, 2024	
	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)
Corporate and other bonds - REITs:								
Retail								
Retail								
Retail								
Office								
Self-Storage								
Industrial								
Other (1)								
Total corporate and other bonds - REITs								

(1) Other includes a diversified mix of property type strategies including **self-storage**, healthcare and apartments.

(In millions)	December 31, 2023		December 31, 2024		December 31, 2023		December 31, 2024	
	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)	(In millions)	Estimated Fair Value	(In millions)	Net Unrealized Gains (Losses)
Corporate and other bonds - REITs:								
AA								
AA								
AA								
A								
BBB								
Non-investment grade								
Total corporate and other bonds - REITs								

Mortgage loans are commercial in nature and are carried at unpaid principal balance, net of unamortized fees and an allowance for expected credit losses. The allowance for expected credit losses is developed by assessing the credit quality of pools of mortgage loans in good standing using debt service coverage ratios (DSCR) and loan-to-value ratios (LTV). This assessment utilizes historical credit loss experience adjusted to reflect current conditions and reasonable and supportable forecasts. As of **December 31, 2023** **December 31, 2024** and **2023** the allowance for expected credit losses on our mortgage portfolio was \$35 million, or 3.3% of our amortized cost basis.

The following table presents the amortized cost basis of mortgage loans by property type.

(In millions)	(In millions)	December 31, 2023		December 31, 2024		December 31, 2023		December 31, 2024		Amortized Cost	Percentage of Total
		Amortized Cost	Percentage of Total	(In millions)	Amortized Cost	Percentage of Total	(In millions)	Amortized Cost	Percentage of Total		
Mortgage loans:											
Retail											
Retail		\$ 520	48 %		\$ 527	50 %		\$ 520	48 %		48 %
Office	Office	245	23 %		239	22 %		245	23 %		23 %
Industrial	Industrial	124	12 %		123	12 %		124	12 %		12 %
Other	Other	181	17 %		165	16 %		181	17 %		17 %
Total mortgage loans:		1,070	100 %		1,054	100 %		1,070	100 %		100 %
Less: Allowance for expected credit losses											
Total mortgage loans - net of allowance											
Total mortgage loans - net of allowance											
Total mortgage loans - net of allowance											

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In addition to our mortgage loan portfolio, we invest in securitized credit tenant loans and ground lease financings that are classified as fixed maturity securities and are largely investment grade quality. As of December 31, 2023, December 31, 2024 and 2023, these holdings had an estimated fair value of \$471 million and \$479 million, and net unrealized losses of \$118 million and \$87 million.

We own other fixed maturity securities which have exposure to cell towers, data centers and other collateral types that could be viewed as having real estate characteristics. We view these securities to have risks more akin to operating enterprises that do not share the same risks as the broader commercial real estate market.

We do not hold any direct investments in commercial real estate. Additionally, we do not have significant real estate exposure through our limited partnership portfolio to funds whose primary strategy is real estate focused portfolio.

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Duration

A primary objective in the management of the investment portfolio is to optimize return relative to the corresponding liabilities and respective liquidity needs. Our views on the current interest rate environment, tax regulations, asset class valuations, specific security issuer and broader industry segment conditions as well as domestic and global economic conditions, are some of the factors that enter into an investment decision. We also continually monitor exposure to issuers of securities held and broader industry sector exposures and may from time to time adjust such exposures based on our views of a specific issuer or industry sector.

A further consideration in the management of the investment portfolio is the characteristics of the corresponding liabilities and the ability to align the duration of the portfolio to those liabilities and to meet future liquidity needs, minimize interest rate risk and maintain a level of income sufficient to support the underlying insurance liabilities. For portfolios where future liability cash flows are determinable and typically long term in nature, we segregate investments for asset/liability management purposes. The segregated investments support the long-term care and structured settlement liabilities in the Life & Group segment.

The effective durations of fixed income securities and short-term investments are presented in the following table. Amounts presented are net of payable and receivable amounts for securities purchased and sold, but not yet settled.

December 31	December 31, 2023		2022	December 31		2024	2023		Effective Duration	Effective Duration	
	(In millions)	(In millions)		Estimated Fair Value	(In years)		(In years)	(In millions)	Estimated Fair Value	(In years)	Estimated Fair Value
Investments supporting Life & Group											
Other investments											
Life & Group											

Property & Casualty and Corporate & Other

Total

The investment portfolio is periodically analyzed for changes in duration and related price risk. Certain securities have duration characteristics that are variable based on market interest rates, credit spreads and other factors that may drive variability in the amount and timing of cash flows. Additionally, we periodically review the sensitivity of the portfolio to the level of foreign exchange rates and other factors that contribute to market price changes. A summary of these risks and specific analysis on changes is included in the Quantitative and Qualitative Disclosures About Market Risk included under Item 7A.

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LIQUIDITY AND CAPITAL RESOURCES

Cash Flows

Our primary operating cash flow sources are premiums and investment income. Our primary operating cash flow uses are payments for claims, policy benefits and operating expenses, including interest expense on corporate debt. Additionally, cash may be paid or received for income taxes.

For 2023, 2024, net cash provided by operating activities was \$2,285 million \$2,571 million as compared with \$2,502 million \$2,285 million for 2022, 2023. The decrease increase in cash provided by operating activities was driven by higher net claim payments, which includes long-term care policy buyouts of \$193 million, an increase in premiums collected and higher operating expenses earnings from fixed income securities, partially offset by an increase in premiums collected, net claim payments and higher operating expenses.

Cash flows from investing activities include the purchase and disposition of financial instruments, excluding those held as trading, and may include the purchase and sale of businesses, equipment and other assets not generally held for resale.

For 2023, 2024, net cash used by investing activities was \$1,843 million \$1,317 million as compared with \$1,512 \$1,843 million for 2022, 2023. Net cash used or provided by investing activities is primarily driven by cash available from operations and by other factors, such as financing activities.

Cash flows from financing activities may include proceeds from the issuance of debt and equity securities, and outflows for stockholder dividends, repayment of debt and purchases of our common stock.

For 2023, 2024, net cash used by financing activities was \$577 million \$1,117 million as compared with \$1,032 \$577 million for 2022, 2023. Financing activities for the periods presented include:

- In 2023, 2024, we issued \$500 million of 5.125% notes due February 15, 2034 and repaid the \$550 million outstanding aggregate principal balance of our 3.95% senior notes which came due May 15, 2024.
- In 2024, we paid dividends of \$787 million \$1,025 million and repurchased 550,000 450,000 shares of our common stock at an aggregate cost of \$24 \$20 million.
- In 2023, we issued \$500 million of 5.50% senior notes due June 15, 2033 and repaid the \$243 million outstanding aggregate principal balance of our 7.25% debenture which came due November 15, 2023.
- In 2022, 2023, we paid dividends of \$982 \$787 million and repurchased 890,000 550,000 shares of our common stock at an aggregate cost of \$39 \$24 million.

Liquidity

We believe that our present cash flows from operating, investing and financing activities are sufficient to fund our current and expected working capital and debt obligation needs and we do not expect this to change in the near term. There are currently no amounts outstanding under our \$250 million senior unsecured revolving credit facility which was amended and restated during the fourth quarter of 2023, and no borrowings outstanding through our membership in the Federal Home Loan Bank of Chicago (FHLBC). Further information on our Second Amended and Restated Credit Agreement is in Note I to the Consolidated Financial Statements included under Item 8.

CCC paid dividends of \$1,055 million \$995 million and \$990 million \$1,055 million to CNAF during 2023, 2024 and 2022, 2023.

We have an effective shelf registration statement on file with the Securities and Exchange Commission under which we may publicly issue an unspecified amount of debt, equity or hybrid securities from time to time.

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Common Stock Dividends

Cash dividends of \$2.88 \$3.76 per share on our common stock, including a special cash dividend of \$1.20 \$2.00 per share, were declared and paid in 2023, 2024. On February 2, 2024 February 7, 2025, our Board of Directors declared a quarterly cash dividend of \$0.44 \$0.46 per share and a special cash dividend of \$2.00 per share, payable March 7, 2024 March 13, 2025 to stockholders of record on February 20, 2024 February 24, 2025. The declaration and payment of future dividends to holders of our common stock will be at the discretion of our Board of Directors and will depend on many factors, including our earnings, financial condition, business needs and regulatory constraints.

Our ability to pay dividends and satisfy our credit obligations is significantly dependent on receipt of dividends from our subsidiaries. The payment of dividends to us by our insurance subsidiaries without prior approval of the insurance department of each subsidiary's domiciliary jurisdiction is limited by formula. Dividends in excess of these amounts are subject to prior approval by the respective state insurance departments.

Further information on our dividends from subsidiaries is provided in Note N to the Consolidated Financial Statements included under Item 8.

Commitments, Contingencies and Guarantees

We have various commitments, contingencies and guarantees which arose in the ordinary course of business. The impact of these commitments, contingencies and guarantees should be considered when evaluating our liquidity and capital resources.

A summary of our commitments is presented in the following table.

December 31, 2023	December 31, 2024	(In millions)	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Debt (1)												
Lease obligations (2)												
Claim and claim adjustment expense reserves (3)												
Future policy benefit reserves (4)												
Total (5)												

(1) Includes estimated future interest payments.

(2) The lease obligations reflected above are not discounted and include additional operating lease commitments that have not yet commenced.

(3) The Claim and claim adjustment expense reserves reflected above are not discounted and represent our estimate of the amount and timing of the ultimate settlement and administration of gross claims based on our assessment of facts and circumstances known as of December 31, 2023 December 31, 2024. See the Reserves - Estimates and Uncertainties section of this MD&A for further information.

(4) The Future policy benefit reserves reflected above are not discounted, include maintenance costs, represent our estimate of the ultimate amount and timing of the settlement of benefits net of expected premiums, and are based on our assessment of facts and circumstances known as of December 31, 2023 December 31, 2024. See the Reserves - Estimates and Uncertainties section of this MD&A for further information.

(5) Does not include investment commitments of approximately \$1,555 million \$1,660 million related to future capital calls from various third-party limited partnerships, signed and accepted mortgage loan applications, and obligations related to private placement securities.

Further information on our commitments, contingencies and guarantees is provided in Notes A, B, E, F, G, I and M to the Consolidated Financial Statements included under Item 8.

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Ratings

Ratings are an important factor in establishing the competitive position of insurance companies. Our insurance company subsidiaries are rated by major rating agencies and these ratings reflect the rating agency's opinion of the insurance company's financial strength, operating performance, strategic position and ability to meet its obligations to policyholders. Agency ratings are not a recommendation to buy, sell or hold any security and may be revised or withdrawn at any time by the issuing organization. Each agency's rating should be evaluated independently of any other agency's rating. One or more of these agencies could take action in the future to change the ratings of our insurance subsidiaries.

The table below reflects the Insurer Financial Strength Ratings of CNA's insurance company subsidiaries issued by A.M. Best, Moody's, S&P and Fitch. The table also includes the ratings for CNAF's senior debt.

December 31, 2023 2024	Insurer Financial Strength Ratings	Senior Debt Ratings
A.M. Best	A	bbb+
Moody's	A2	Baa2
S&P	A+	A-
Fitch	A+	BBB+

A.M. Best and Moody's maintain positive outlooks across the Company's Insurer Financial Strength and Senior Debt Ratings. A.M. Best revised its outlook on the Company's ratings to positive from stable in December 2024. Moody's revised its outlook on the Company's ratings to positive from stable in November 2024. S&P and Fitch maintain stable outlooks across the Company's Insurer Financial Strength and Senior Debt Ratings.

CNA Insurance Company Limited and CNA Insurance Company (Europe) S.A. are included within S&P's Insurer Financial Strength Rating for the Company. Syndicate 382 benefits from the Insurer Financial Strength Rating of Lloyd's, which is rated AA- by S&P with a stable outlook and AA+ by A.M. Best with a positive stable outlook.

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ACCOUNTING STANDARDS UPDATE

For a discussion of Accounting Standards, see Note A to the Consolidated Financial Statements included under Item 8.

RECENT TAX LEGISLATION

Corporate Alternative Minimum Tax

The Inflation Reduction Act was enacted on August 16, 2022, and includes, among other provisions, a corporate alternative minimum tax (CAMT) of 15%, effective January 1, 2023, imposed on the adjusted financial statement income (AFSI) of an applicable corporation whose average annual AFSI over three prior years exceeds \$1 billion. Based on interpretations of the CAMT and current guidance, we believe that the CAMT has no impact on our financial results for the year ended December 31, 2023. Along with Loews, we will continue to monitor as additional technical guidance from the U.S. Department of Treasury, including forthcoming proposed regulations, becomes available.

Pillar Two

The Organization for Economic Co-operation and Development/G20 Inclusive Framework on Base Erosion and Profit Shifting has introduced rules to establish a global minimum corporate tax rate of 15%, commonly referred to as the Pillar Two rules. Numerous foreign countries have enacted legislation to implement the Pillar Two rules, effective beginning in 2024, or are expected to enact similar legislation. We are currently evaluating the potential impacts that Pillar Two may have on future periods and will continue to monitor the implementation of the Pillar Two rules in the jurisdictions in which we operate.

FORWARD-LOOKING STATEMENTS

This report contains a number of forward-looking statements which relate to anticipated future events rather than actual present conditions or historical events. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and generally include words such as "believes," "expects," "intends," "anticipates," "estimates" and similar expressions. Forward-looking statements in this report include any and all statements regarding expected developments in our insurance business, including losses and loss reserves (note that loss reserves for long-term care, A&EP and other mass tort claims are more uncertain, and therefore more difficult to estimate than loss reserves respecting traditional property and casualty exposures); the impact of routine ongoing insurance reserve reviews we conduct; our expectations concerning our revenues, earnings, expenses and investment activities; volatility in investment returns; and our proposed actions in response to trends in our business. Forward-looking statements, by their nature, are subject to a variety of inherent risks and uncertainties that could cause actual results to differ materially from the results projected in the forward-looking statements. We cannot control many of these risks and uncertainties. Material risks and uncertainties are addressed in Part I, Item IA Risk Factors and include, but are not limited to, the following:

Company-Specific Factors

- the risks and uncertainties associated with our insurance reserves, as outlined in the Critical Accounting Estimates and the Reserves - Estimates and Uncertainties sections of this report, including the sufficiency of the reserves and the possibility for future increases, which would be reflected in the results of operations in the period that the need for such adjustment is determined;
- the risk that the other parties to the transactions in which, subject to certain limitations, we ceded our legacy A&EP and EWC liabilities, respectively, will not fully perform their respective obligations to CNA, the uncertainty in estimating loss reserves for A&EP and EWC liabilities and the possible continued exposure of CNA to liabilities for A&EP and EWC claims that are not covered under the terms of the respective transactions; and
- the performance of reinsurance companies under reinsurance contracts with us.

Industry and General Market Factors

- general economic and business conditions, including recessionary conditions that may decrease the size and number of our insurance customers and create losses to our lines of business, and inflationary pressures (including with respect to the imposition of significant tariffs and any related retaliatory tariffs) on medical care costs, construction costs and other economic sectors;
- the effects of social inflation, including frequency of nuclear verdicts and increased litigation activity, on the severity of claims;
- the effects on the frequency of claims of reviver statutes that extend, or eliminate, the statute of limitations for the reporting of claims, including statutes passed in certain states with respect to sexual molestation and sexual abuse, on the frequency of claims; abuse;
- the impact of competitive products, policies and pricing and the competitive environment in which we operate, including changes in our book of business;
- product and policy availability and demand and market responses, including the level of ability to obtain rate increases;
- the COVID-19 pandemic, including new or emerging variants, other potential pandemics and related measures to mitigate the spread of the foregoing may continue to result in increased claims and related litigation risk across our enterprise;
- conditions in the capital and credit markets, including uncertainty and instability in these markets, as well as the overall economy (including with respect to the imposition of significant tariffs and any related retaliatory tariffs), and their impact on the returns, types, liquidity and valuation of our investments;

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- conditions in the capital and credit markets that may limit our ability to raise significant amounts of capital on favorable terms; terms or at all; and
- the possibility of changes in our ratings by ratings agencies, including the inability to access certain markets or distribution channels and the required collateralization of future payment obligations as a result of such changes, and changes in rating agency policies and practices.

Regulatory, Legal and Operational Factors

- regulatory and legal initiatives and compliance with governmental regulations and other legal requirements, which are increasing in complexity and number, change frequently, sometimes conflict, and could expose us to significant monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions, including regulations related to cybersecurity protocols (which continue to evolve in breadth, sophistication and maturity in response to an ever-evolving threat landscape), or utilization of artificial intelligence, legal inquiries by state authorities, judicial interpretations within the regulatory framework, including interpretation of policy provisions,

decisions regarding coverage and theories of liability, legislative actions that increase claimant activity, including those revising applicability of statutes of limitations, trends in litigation and the outcome of any litigation involving us and rulings and changes in tax laws and regulations;

- regulatory limitations, impositions and restrictions upon us, including with respect to our ability to increase premium rates, and the effects of assessments and other surcharges for guaranty funds and second-injury funds, other mandatory pooling arrangements and future assessments levied on insurance companies;
- regulatory limitations and restrictions, including limitations upon our ability to receive dividends from our insurance subsidiaries, imposed by regulatory authorities, including regulatory capital adequacy standards;
- breaches of our or our vendors' data security infrastructure resulting in unauthorized access to systems and information, and/or interruption of operations; and
- regulatory and legal implications relating to the sophisticated cyber incident sustained by the Company in March 2021 that may arise.

Impact of Natural and Man-Made Disasters and Mass Tort Claims

- weather and other natural physical events, including the severity and frequency of storms, hail, snowfall and other winter conditions, natural disasters such as hurricanes, tornados and earthquakes, as well as climate change, including effects on global weather patterns, greenhouse gases, sea, land and air temperatures, sea levels, wildfires, rain, hail and snow;
- regulatory requirements imposed by coastal state regulators in the wake of hurricanes or other natural disasters, including limitations on the ability to exit markets or to non-renew, cancel or change terms and

conditions in policies, as well as mandatory assessments to fund any shortfalls arising from the inability of quasi-governmental insurers to pay claims;

- man-made disasters, including the possible occurrence of terrorist attacks, the unpredictability of the nature, targets, severity or frequency of such events, and the effect of the absence or insufficiency of applicable terrorism legislation on coverages;
- the occurrence of epidemics and pandemics; and
- mass tort claims, including those related to exposure to potentially harmful products or substances such as glyphosate, lead paint, per- and polyfluoroalkyl substances (PFAS) and **opioids**; **opioids**, sexual abuse and molestation claims; **claims** and claims arising from changes that repeal or weaken tort reforms.

Our forward-looking statements speak only as of the date of the filing of this Annual Report on Form 10-K and we do not undertake any obligation to update or revise any forward-looking statement to reflect events or circumstances after the date of the filing of this Annual Report on Form 10-K, even if our expectations or any related events or circumstances change.

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ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our financial instruments are exposed to various market risks, such as interest rate risk, equity price risk and foreign currency risk. Due to the level of risk associated with certain invested assets and the level of uncertainty related to changes in the value of these assets, it is possible that changes in these risks in the near term could have a material adverse impact on our results of operations, financial condition or equity.

Discussions herein regarding market risk focus on only one element of market risk, which is price risk. Price risk relates to changes in the level of prices due to changes in interest rates, equity prices, foreign exchange rates or other factors such as credit spreads. The fair value of our financial instruments is generally adversely affected when interest rates rise, equity markets decline or the dollar strengthens against foreign currency.

Active management of market risk is integral to our operations. We may take the following actions to manage our exposure to market risk within defined tolerance ranges: (1) change the character of future investments purchased or sold or (2) use derivatives to offset the market behavior of existing assets and liabilities or assets expected to be purchased and liabilities expected to be incurred.

Sensitivity Analysis

We monitor our sensitivity to interest rate changes by revaluing financial assets and liabilities using a variety of different interest rates. We use duration and convexity at the security level to estimate the change in fair value that would result from a change in each security's yield. Duration measures the price sensitivity of an asset to changes in yield. Convexity measures how the duration of the asset changes with interest rates. The duration and convexity analysis takes into account the unique characteristics (e.g., call and put options and prepayment expectations) of each security in determining the hypothetical change in fair value. The analysis is performed at the security level and aggregated up to the asset category levels for reporting in the tables below.

The evaluation is performed by applying an instantaneous change in yield rates of varying magnitudes on a static balance sheet to determine the effect such a change in rates would have on our fair value at risk and the resulting effect on stockholders' equity. The analysis presents the sensitivity of the fair value of our financial instruments to selected changes in capital market rates and index levels. The range of change chosen reflects our view of changes that are reasonably possible over a one-year period. The selection of the range of values chosen to represent changes in interest rates should not be construed as our prediction of future market events, but rather an illustration of the impact of such events.

The sensitivity analysis estimates the decline in the fair value of our interest sensitive assets and liabilities that were held as of **December 31, 2023** **December 31, 2024** and **2022** **2023** due to an instantaneous change in the yield of the security at the end of the period of 100 and 150 basis points, with all other variables held constant.

The sensitivity analysis also assumes an instantaneous 10% and 20% decline in the foreign currency exchange rates versus the United States dollar from their levels as of **December 31, 2023** **December 31, 2024** and **2022**, **2023**, with all other variables held constant.

Equity price risk was measured assuming an instantaneous 10% and 25% decline in the S&P 500 from its level as of December 31, 2023 December 31, 2024 and 2022, 2023, with all other variables held constant. Our common stock holdings, which are included in equity securities, were assumed to be highly and positively correlated with the S&P 500 index. For our limited partnership holdings, the estimated change in value was largely derived from a beta analysis calculation of historical experience of our portfolio and indices with similar strategies relative to the S&P 500.

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The following tables present the estimated effects on the fair value of our financial instruments as of December 31, 2023 December 31, 2024 and 2022, 2023 due to an increase in yield rates of 100 basis points, a 10% decline in foreign currency exchange rates and a 10% decline in the S&P 500, with all other variables held constant.

Market Risk Scenario 1

December 31, 2023		Increase (Decrease)								
		Increase (Decrease)								
(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk
Assets:										
Fixed maturity securities										
Fixed maturity securities										
Fixed maturity securities										
Equity securities										
Limited partnership investments										
Other invested assets										
Mortgage loans (1)										
Short-term investments										
Total assets										
Derivative financial instruments, included in Other liabilities										
Total										
Short-term debt (2)										
Long-term debt (2)										
Total debt										
December 31, 2022		Increase (Decrease)								
		Increase (Decrease)								
(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk
Assets:										
Fixed maturity securities										
Fixed maturity securities										
Fixed maturity securities										
Equity securities										
Limited partnership investments										
Other invested assets										
Mortgage loans (1)										
Short-term investments										
Total assets										
Derivative financial instruments, included in Other liabilities										
Total										
Short-term debt (2)										
Long-term debt (2)										
Total debt										

(1) Reported at amortized value, less allowance for credit loss, in the Consolidated Balance Sheets included under Item 8 and not adjusted for fair value changes.

(2) Reported at amortized value in the Consolidated Balance Sheets included under Item 8 and not adjusted for fair value changes.

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The following tables present the estimated effects on the fair value of our financial instruments as of **December 31, 2023** **December 31, 2024** and **2022** **2023** due to an increase in yield rates of 150 basis points, a 20% decline in foreign currency exchange rates and a 25% decline in the S&P 500, with all other variables held constant.

Market Risk Scenario 2

December 31, 2023			Increase (Decrease)			December 31, 2024			Increase (Decrease)		
(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk	(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk
Assets:											
Fixed maturity securities											
Fixed maturity securities											
Fixed maturity securities											
Equity securities											
Limited partnership investments											
Other invested assets											
Mortgage loans (1)											
Short-term investments											
Total assets											
Derivative financial instruments, included in Other liabilities											
Total											
Short-term debt (2)											
Long-term debt (2)											
Total debt											
December 31, 2022			Increase (Decrease)			December 31, 2023			Increase (Decrease)		
(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk	(In millions)	(In millions)	Estimated Fair Value	Interest Rate Risk	Foreign Currency Risk	Equity Price Risk
Assets:											
Fixed maturity securities											
Fixed maturity securities											
Fixed maturity securities											
Equity securities											
Limited partnership investments											
Other invested assets											
Mortgage loans (1)											
Short-term investments											
Total assets											
Derivative financial instruments, included in Other liabilities											
Total											
Short-term debt (2)											
Long-term debt (2)											
Total debt											

(1) Reported at amortized value, less allowance for credit loss, in the Consolidated Balance Sheets included under Item 8 and not adjusted for fair value changes.

(2) Reported at amortized value in the Consolidated Balance Sheets included under Item 8 and not adjusted for fair value changes.

Changes in discount rates used to measure our liability for future policyholder benefits (LFPB) would reduce the impact of the decrease in Fixed maturity securities within Other comprehensive income. The carrying value of the LFPB was \$14.0 billion \$13.2 billion and \$13.5 billion \$14.0 billion as of December 31, 2023 December 31, 2024 and 2022, 2023. The estimated decrease in the carrying value of the LFPB as of December 31, 2023 December 31, 2024 and 2022, 2023 due to an increase in yield rates of 100 basis points was \$1.3 billion and \$1.5 billion. The estimated decrease in the carrying value of the LFPB as of December 31, 2023 December 31, 2024 and 2022, 2023 due to an increase in yield rates of 150 basis points was \$1.8 billion and \$2.1 billion. We have estimated the change in the carrying value of the LFPB due to interest rate changes by discounting the expected future cash flows using different interest rate scenarios.

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ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CNA Financial Corporation
Consolidated Statements of Operations

Years ended December 31	2023	2022 (1)	2021 (1)
(In millions, except per share data)			
Revenues			
Net earned premiums	\$ 9,480	\$ 8,667	\$ 8,175
Net investment income	2,264	1,805	2,159
Net investment (losses) gains	(99)	(199)	120
Non-insurance warranty revenue	1,624	1,574	1,430
Other revenues	30	32	24
Total revenues	13,299	11,879	11,908
Claims, Benefits and Expenses			
Insurance claims and policyholders' benefits (re-measurement gain (loss) of \$(88), \$(214), and \$(8))	7,068	6,653	6,371
Amortization of deferred acquisition costs	1,644	1,490	1,443
Non-insurance warranty expense	1,544	1,471	1,328
Other operating expenses	1,398	1,339	1,191
Interest	127	112	113
Total claims, benefits and expenses	11,781	11,065	10,446
Income before income tax	1,518	814	1,462
Income tax expense	(313)	(132)	(278)
Net income	\$ 1,205	\$ 682	\$ 1,184
Basic earnings per share	\$ 4.44	\$ 2.51	\$ 4.36
Diluted earnings per share	\$ 4.43	\$ 2.51	\$ 4.34
Weighted Average Outstanding Common Stock and Common Stock Equivalents			
Basic	271.3	271.6	271.8
Diluted	272.2	272.5	272.8

(1) As of January 1, 2023, the Company adopted ASU 2018-12, Financial Services-Insurance (Topic 944): *Targeted Improvements to the Accounting for Long-Duration Contracts* (ASU 2018-12) using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions, except per share data)			
Revenues			
Net earned premiums	\$ 10,211	\$ 9,480	\$ 8,667
Net investment income	2,497	2,264	1,805
Net investment losses	(81)	(99)	(199)
Non-insurance warranty revenue	1,609	1,624	1,574
Other revenues	34	30	32

Total revenues	14,270	13,299	11,879
Claims, Benefits and Expenses			
Insurance claims and policyholders' benefits (re-measurement loss of \$125, \$88 and \$214)	7,738	7,068	6,653
Amortization of deferred acquisition costs	1,798	1,644	1,490
Non-insurance warranty expense	1,547	1,544	1,471
Other operating expenses	1,843	1,398	1,339
Interest	133	127	112
Total claims, benefits and expenses	13,059	11,781	11,065
Income before income tax	1,211	1,518	814
Income tax expense	(252)	(313)	(132)
Net income	\$ 959	\$ 1,205	\$ 682
Basic earnings per share	\$ 3.53	\$ 4.44	\$ 2.51
Diluted earnings per share	\$ 3.52	\$ 4.43	\$ 2.51
Weighted Average Outstanding Common Stock and Common Stock Equivalents			
Basic	271.5	271.3	271.6
Diluted	272.7	272.2	272.5

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CNA Financial Corporation
Consolidated Statements of Comprehensive Income (Loss)

Years ended December 31	2023	2022 ⁽¹⁾	2021 ⁽¹⁾
(In millions)			
Comprehensive Income (Loss)			
Net income	\$ 1,205	\$ 682	\$ 1,184
Other Comprehensive Income (Loss), net of tax			
Changes in:			
Net unrealized gains and losses on investments with an allowance for credit losses	(5)	(5)	(2)
Net unrealized gains and losses on other investments	1,125	(6,097)	(987)
Net unrealized gains and losses on investments	1,120	(6,102)	(989)
Impact of changes in discount rates used to measure long-duration contract liabilities	(318)	3,959	941
Foreign currency translation adjustment	58	(108)	(19)
Pension and postretirement benefits	66	13	244
Other comprehensive income (loss), net of tax	926	(2,238)	177
Total comprehensive income (loss)	\$ 2,131	\$ (1,556)	\$ 1,361

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Comprehensive Income (Loss)			
Net income	\$ 959	\$ 1,205	\$ 682
Other Comprehensive Income (Loss), net of tax			
Changes in:			
Net unrealized gains and losses on investments with an allowance for credit losses	(1)	(5)	(5)
Net unrealized gains and losses on other investments	(263)	1,125	(6,097)
Net unrealized gains and losses on investments	(264)	1,120	(6,102)
Impact of changes in discount rates used to measure long-duration contract liabilities	712	(318)	3,959
Foreign currency translation adjustment	(101)	58	(108)

Pension and postretirement benefits	334	66	13
Other comprehensive income (loss), net of tax	681	926	(2,238)
Total comprehensive income (loss)	\$ 1,640	\$ 2,131	\$ (1,556)

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CNA Financial Corporation
Consolidated Balance Sheets

December 31

(In millions, except share data)

	2023	2022 (1)
Assets		
Investments:		
Fixed maturity securities at fair value (amortized cost of \$42,414 and \$41,032, less allowance for credit loss of \$16 and \$1)	\$ 40,425	\$ 37,627
Equity securities at fair value (cost of \$686 and \$703)	683	674
Limited partnership investments	2,174	1,926
Other invested assets	80	78
Mortgage loans (less allowance for credit loss of \$35 and \$24)	1,035	1,040
Short-term investments	2,165	1,832
Total investments	46,562	43,177
Cash	345	475
Reinsurance receivables (less allowance for uncollectible receivables of \$22 and \$22)	5,412	5,416
Insurance receivables (less allowance for uncollectible receivables of \$28 and \$29)	3,442	3,158
Accrued investment income	444	402
Deferred acquisition costs	896	806
Deferred income taxes	1,016	1,251
Property and equipment at cost (less accumulated depreciation of \$296 and \$280)	253	226
Goodwill	146	144
Deferred non-insurance warranty acquisition expense	3,661	3,671
Other assets (includes \$23 and \$18 due from Loews Corporation)	2,534	2,274
Total assets	\$ 64,711	\$ 61,000
Liabilities		
Insurance reserves:		
Claim and claim adjustment expenses	\$ 23,304	\$ 22,120
Unearned premiums	6,933	6,374
Future policy benefits	13,959	13,480
Short-term debt	550	243
Long-term debt	2,481	2,538
Deferred non-insurance warranty revenue	4,694	4,714
Other liabilities (includes \$28 and \$26 due to Loews Corporation)	2,897	2,983
Total liabilities	54,818	52,452
Commitments and contingencies (Notes B and G)		
Stockholders' Equity		
Common stock (\$2.50 par value; 500,000,000 shares authorized; 273,040,243 shares issued; 270,881,457 and 270,895,902 shares outstanding)	683	683
Additional paid-in capital	2,221	2,220
Retained earnings	9,755	9,336
Accumulated other comprehensive loss	(2,672)	(3,598)
Treasury stock (2,158,786 and 2,144,341 shares), at cost	(94)	(93)

Total stockholders' equity		9,893		8,548
Total liabilities and stockholders' equity		\$ 64,711		\$ 61,000
(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.				
December 31			2024	2023
(In millions, except share data)				
Assets				
Investments:				
Fixed maturity securities at fair value (amortized cost of \$43,481 and \$42,414, less allowance for credit loss of \$45 and \$16)		\$ 41,111	\$ 40,425	
Equity securities at fair value (cost of \$632 and \$686)		659	683	
Limited partnership investments		2,520	2,174	
Other invested assets		85	80	
Mortgage loans (less allowance for credit loss of \$35 and \$35)		1,019	1,035	
Short-term investments		2,088	2,165	
Total investments		47,482	46,562	
Cash		472	345	
Reinsurance receivables (less allowance for uncollectible receivables of \$21 and \$22)		6,051	5,412	
Insurance receivables (less allowance for uncollectible receivables of \$26 and \$28)		3,671	3,442	
Accrued investment income		451	444	
Deferred acquisition costs		959	896	
Deferred income taxes		850	1,016	
Property and equipment at cost (less accumulated depreciation of \$314 and \$296)		295	253	
Goodwill		145	146	
Deferred non-insurance warranty acquisition expense		3,525	3,661	
Other assets (includes \$— and \$23 due from Loews Corporation)		2,591	2,534	
Total assets		\$ 66,492	\$ 64,711	
Liabilities				
Insurance reserves:				
Claim and claim adjustment expenses		\$ 24,976	\$ 23,304	
Unearned premiums		7,346	6,933	
Future policy benefits		13,158	13,959	
Short-term debt		—	550	
Long-term debt		2,973	2,481	
Deferred non-insurance warranty revenue		4,530	4,694	
Other liabilities (includes \$47 and \$28 due to Loews Corporation)		2,996	2,897	
Total liabilities		55,979	54,818	
Commitments and contingencies (Notes B and G)				
Stockholders' Equity				
Common stock (\$2.50 par value; 500,000,000 shares authorized; 273,040,243 shares issued; 270,844,681 and 270,881,457 shares outstanding)		683	683	
Additional paid-in capital		2,229	2,221	
Retained earnings		9,686	9,755	
Accumulated other comprehensive loss		(1,991)	(2,672)	
Treasury stock (2,195,562 and 2,158,786 shares), at cost		(94)	(94)	
Total stockholders' equity		10,513	9,893	
Total liabilities and stockholders' equity		\$ 66,492	\$ 64,711	

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CNA Financial Corporation Consolidated Statements of Cash Flows

Years ended December 31		2023	2022 (1)	2021 (1)
(In millions)				
Cash Flows from Operating Activities				
Net income		\$ 1,205	\$ 682	\$ 1,184
Adjustments to reconcile net income to net cash flows provided by operating activities:				
Deferred income tax expense (benefit)		2	(89)	43
Trading portfolio activity		1	6	20

Net investment losses (gains)	99	199	(120)
Equity method investees	(8)	250	(127)
Net amortization of investments	(191)	(129)	(81)
Depreciation and amortization	73	51	54
Changes in:			
Receivables, net	(245)	(226)	(1,358)
Accrued investment income	(41)	(29)	3
Deferred acquisition costs	(85)	(79)	(30)
Insurance reserves	1,667	2,058	2,485
Other, net	(192)	(192)	(76)
Net cash flows provided by operating activities	2,285	2,502	1,997
Cash Flows from Investing Activities			
Dispositions:			
Fixed maturity securities - sales	4,029	5,909	3,816
Fixed maturity securities - maturities, calls and redemptions	1,334	2,358	4,464
Equity securities	317	509	316
Limited partnerships	164	138	246
Mortgage loans	122	125	190
Purchases:			
Fixed maturity securities	(6,616)	(9,821)	(9,307)
Equity securities	(293)	(294)	(304)
Limited partnerships	(402)	(337)	(440)
Mortgage loans	(127)	(200)	(95)
Change in other investments	(2)	8	(6)
Change in short-term investments	(274)	155	(83)
Purchases of property and equipment	(90)	(52)	(26)
Other, net	(5)	(10)	1
Net cash flows used by investing activities	(1,843)	(1,512)	(1,228)
Cash Flows from Financing Activities			
Dividends paid to common stockholders	(787)	(982)	(621)
Proceeds from the issuance of debt	491	—	—
Repayment of debt	(243)	—	—
Purchase of treasury stock	(24)	(39)	(18)
Other, net	(14)	(11)	(9)
Net cash flows used by financing activities	(577)	(1,032)	(648)
Effect of foreign exchange rate changes on cash	5	(19)	(4)
Net change in cash	(130)	(61)	117
Cash, beginning of year	475	536	419
Cash, end of year	\$ 345	\$ 475	\$ 536

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Cash Flows from Operating Activities			
Net income	\$ 959	\$ 1,205	\$ 682
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Deferred income tax (benefit) expense	(45)	2	(89)
Trading portfolio activity	—	1	6
Net investment losses	81	99	199
Equity method investees	(101)	(8)	250
Net amortization of investments	(200)	(191)	(129)
Depreciation and amortization	67	73	51
Changes in:			
Receivables, net	(898)	(245)	(226)
Accrued investment income	(8)	(41)	(29)

Deferred acquisition costs	(69)	(85)	(79)
Insurance reserves	2,365	1,667	2,058
Other, net	420	(192)	(192)
Net cash flows provided by operating activities	2,571	2,285	2,502
Cash Flows from Investing Activities			
Dispositions:			
Fixed maturity securities - sales	2,793	4,029	5,909
Fixed maturity securities - maturities, calls and redemptions	2,396	1,334	2,358
Equity securities	523	317	509
Limited partnerships	97	164	138
Mortgage loans	105	122	125
Purchases:			
Fixed maturity securities	(6,404)	(6,616)	(9,821)
Equity securities	(444)	(293)	(294)
Limited partnerships	(335)	(402)	(337)
Mortgage loans	(89)	(127)	(200)
Change in other investments	(11)	(2)	8
Change in short-term investments	147	(274)	155
Purchases of property and equipment	(95)	(90)	(52)
Other, net	—	(5)	(10)
Net cash flows used by investing activities	(1,317)	(1,843)	(1,512)
Cash Flows from Financing Activities			
Dividends paid to common stockholders	(1,025)	(787)	(982)
Proceeds from the issuance of debt	490	491	—
Repayment of debt	(550)	(243)	—
Purchase of treasury stock	(20)	(24)	(39)
Other, net	(12)	(14)	(11)
Net cash flows used by financing activities	(1,117)	(577)	(1,032)
Effect of foreign exchange rate changes on cash	(10)	5	(19)
Net change in cash	127	(130)	(61)
Cash, beginning of year	345	475	536
Cash, end of year	\$ 472	\$ 345	\$ 475

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CNA Financial Corporation Consolidated Statements of Stockholders' Equity

Years ended December 31	2023	2022 ⁽¹⁾	2021 ⁽¹⁾
(In millions)			
Common Stock			
Balance, beginning of year	\$ 683	\$ 683	\$ 683
Balance, end of year	683	683	683
Additional Paid-in Capital			
Balance, beginning of year	2,220	2,215	2,211
Stock-based compensation	1	5	4
Balance, end of year	2,221	2,220	2,215
Retained Earnings			
Balance, beginning of year, as previously reported	9,572	9,663	9,081
Cumulative effect adjustments from changes in accounting guidance, net of tax	(236)	(24)	(6)
Balance, beginning of year, as adjusted	9,336	9,639	9,075
Dividends to common stockholders (\$2.88, \$3.60, and \$2.27 per share)	(786)	(985)	(620)
Net income	1,205	682	1,184
Balance, end of year	9,755	9,336	9,639
Accumulated Other Comprehensive (Loss)			

Balance, beginning of year, as previously reported	(3,557)	320	803
Cumulative effect adjustments from changes in accounting guidance, net of tax	(41)	(1,680)	(2,340)
Balance, beginning of year, as adjusted	(3,598)	(1,360)	(1,537)
Other comprehensive income (loss)	926	(2,238)	177
Balance, end of year	(2,672)	(3,598)	(1,360)
Treasury Stock			
Balance, beginning of year	(93)	(72)	(71)
Stock-based compensation	23	18	17
Purchase of treasury stock	(24)	(39)	(18)
Balance, end of year	(94)	(93)	(72)
Total stockholders' equity	\$ 9,893	\$ 8,548	\$ 11,105

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Common Stock			
Balance, beginning of year	\$ 683	\$ 683	\$ 683
Balance, end of year	683	683	683
Additional Paid-in Capital			
Balance, beginning of year	2,221	2,220	2,215
Stock-based compensation	8	1	5
Balance, end of year	2,229	2,221	2,220
Retained Earnings			
Balance, beginning of year, as previously reported	9,755	9,572	9,663
Cumulative effect adjustments from changes in accounting guidance, net of tax	—	(236)	(24)
Balance, beginning of year, as adjusted	9,755	9,336	9,639
Dividends to common stockholders (\$3.76, \$2.88, and \$3.60 per share)	(1,028)	(786)	(985)
Net income	959	1,205	682
Balance, end of year	9,686	9,755	9,336
Accumulated Other Comprehensive (Loss) Income			
Balance, beginning of year, as previously reported	(2,672)	(3,557)	320
Cumulative effect adjustments from changes in accounting guidance, net of tax	—	(41)	(1,680)
Balance, beginning of year, as adjusted	(2,672)	(3,598)	(1,360)
Other comprehensive income (loss)	681	926	(2,238)
Balance, end of year	(1,991)	(2,672)	(3,598)
Treasury Stock			
Balance, beginning of year	(94)	(93)	(72)
Stock-based compensation	20	23	18
Purchase of treasury stock	(20)	(24)	(39)
Balance, end of year	(94)	(94)	(93)
Total stockholders' equity	\$ 10,513	\$ 9,893	\$ 8,548

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CNA Financial Corporation

Notes to Consolidated Financial Statements

Note A. Summary of Significant Accounting Policies

Basis of Presentation

The Consolidated Financial Statements include the accounts of CNA Financial Corporation (CNAF) and its subsidiaries. Collectively, CNAF and its subsidiaries are referred to as CNA or the Company. Loews Corporation (Loews) owned approximately 92% of the outstanding common stock of CNAF as of **December 31, 2023** **December 31, 2024**.

The accompanying Consolidated Financial Statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP). Intercompany amounts have been eliminated. The preparation of Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Recently Adopted Accounting Standards Updates (ASU)

ASU 2023-07: In November 2023, the Financial Accounting Standards Board (FASB) issued ASU No. 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures*. The updated accounting guidance requires expanded reportable segment disclosures, primarily related to significant segment expenses which are regularly provided to the Company's Chief Operating Decision Maker (CODM). The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within annual periods beginning after December 15, 2024. The Company has adopted the guidance retrospectively, with comparative period segment disclosures adjusted to reflect the change in accounting guidance.

ASU 2018-12: In August 2018, the Financial Accounting Standards Board (FASB) issued ASU 2018-12, *Financial Services-Insurance (Topic 944): Targeted Improvements to the Accounting for Long-Duration Contracts* (ASU 2018-12; LDTI), which requires changes to the measurement and disclosure of long-duration contracts. Entities are required to review, and update if there is a change, cash flow assumptions (including morbidity and persistency) used to measure the liability for future policyholder benefits (LFPB) at least annually. The LFPB must also be updated for actual experience at least annually. The **LFPB is reflected as Insurance reserves: Future policy benefits on the Consolidated Balance Sheet.** The discount rate assumption used to measure the LFPB must be updated quarterly using an upper-medium grade (low credit risk) fixed-income instrument yield, commonly interpreted as a single-A rate. The effect of changes in cash flow assumptions and actual variances from expected experience are recorded in the Company's results of operations within Insurance claims and policyholders' benefits. The effect of changes in discount rate assumptions are recorded in Other comprehensive income (loss). In contrast, under legacy accounting guidance, cash flow and discount rate assumptions were locked-in unless a premium deficiency emerged. The discount rate assumption under legacy accounting guidance was determined using the Company's internal investment portfolio yield, which was generally higher than a single-A yield.

The new guidance eliminates the need to hold shadow reserves associated with the Company's long-term care reserves. Under legacy accounting guidance, to the extent that unrealized gains on fixed maturity securities supporting long-term care reserves would have resulted in a premium deficiency if realized, a related increase to Insurance reserves was recorded, net of tax, as a reduction of net unrealized gains (losses), through Other comprehensive income (loss) (shadow reserves).

The unit of account is the level at which reserves are measured. Under the new guidance, the unit of account used to measure the LFPB is the cohort. Cohorts are comprised of insurance contracts issued no more than one year apart, and must be further disaggregated according to policy benefit and insurance risk characteristics. Under legacy accounting guidance, the LFPB was generally measured at the individual policy level.

Under the new guidance, the Net Premium Ratio (NPR) is capped at 100%. To the extent that NPR would otherwise exceed 100%, the LFPB is increased and a loss is recognized immediately in the Company's results of operations. The NPR cap is applied at the cohort level each quarter when the NPR is updated. In contrast, under legacy accounting guidance, premium deficiency testing was performed annually at the product level. See Note F to the Consolidated Financial Statements for further explanation of the NPR and LFPB calculations.

The Company adopted the **new** guidance effective January 1, 2023, using the modified retrospective method applied as of the transition date of January 1, 2021. The Company's run-off long-term care business is in scope of the **new** guidance. **All prior** periods presented in the financial statements have been adjusted to reflect application of the **new** guidance. **The Company's original locked in discount rate, utilized for purposes of calculating the NPR under the new guidance, was based on the discount rate assumption used to calculate the LFPB immediately prior to the transition date.** While the requirements of the **new** guidance represent a material change from legacy accounting, the new guidance does not impact capital and surplus under statutory accounting practices, cash flows or the underlying economics of the business.

In December 2022, the FASB issued ASU 2022-05, *Financial Services-Insurance (Topic 944): Transition for Sold Contracts* (ASU 2022-05). This guidance permits companies to make an election to exclude from the scope of ASU 2018-12 any insurance contracts that have been de-recognized prior to the effective date of ASU 2018-12, assuming that the company has no significant continuing involvement with the de-recognized contracts. In the fourth quarter of 2022, the Company novated its block of legacy annuity business, which was fully-ceded prior to novation. The Company has elected the ASU 2022-05 transition relief, and has excluded the novated legacy annuity business from the scope of ASU 2018-12.

Explanation of ASU 2018-12 Transition Impacts:

The following table presents a roll-forward of the pre-transition LFPB balance as of January 1, 2021:

(In millions)		
Balance as of December 31, 2020, as previously reported	\$	13,318
Reclassification of reserves for policyholders currently receiving benefits to Future policy benefits ⁽¹⁾		2,844
De-recognition of shadow reserves		(3,293)
Re-measurement using an upper-medium grade fixed income instrument yield discount rate		6,255
Other adjustments		8
Balance as of January 1, 2021, as adjusted	\$	19,132

(1) In conjunction with the adoption of ASU 2018-12, at January 1, 2023, the Company reclassified the long-term care reserves for policyholders currently receiving benefits from Claim and claim adjustment expenses to Future policy benefits. This change was applied retrospectively as of January 1, 2021.

Shadow reserves associated with the Company's long-term care business were de-recognized as of the transition date in Accumulated other comprehensive income (AOCI). The effect of re-measuring the LFPB at the single-A discount rate as of the transition date was similarly recorded in AOCI. The Company did not have any cohorts for which the NPR exceeded 100% at the transition date.

The Company's practice under legacy accounting guidance was to calculate and record premium deficiency reserves at the policy level. Accordingly, an allocation methodology was not required to assign historical premium deficiency reserves to cohorts upon transition to ASU 2018-12.

The following table presents after tax adjustments to the opening balance of Stockholders' equity resulting from adoption of ASU 2018-12:

(In millions)	Accumulated other comprehensive income (loss)		Retained earnings
Balance as of December 31, 2020, as previously reported	\$	803	\$ 9,081
De-recognition of shadow reserves		2,601	—
Re-measurement of LFPB using an upper-medium grade fixed income instrument yield discount rate		(4,941)	—
Other adjustments		—	(6)
Balance as of January 1, 2021, as adjusted	\$	(1,537)	\$ 9,075

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Operations for the year ended December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Insurance claims and policyholders' benefits ⁽¹⁾	\$ 6,386	\$ 267	\$ 6,653
Income (loss) before income tax	1,081	(267)	814
Income tax (expense) benefit	(187)	55	(132)
Net income	894	(212)	682
Basic earnings (loss) per share	3.29	(0.78)	2.51
Diluted earnings (loss) per share	3.28	(0.77)	2.51

(1) The effect of adopting ASU 2018-12 on insurance claims and policyholders' benefits is inclusive of the re-measurement gain (loss) of \$(214) million, which is presented parenthetically on the Consolidated Statement of Operations.

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Operations for the year ended December 31, 2021 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Insurance claims and policyholders' benefits ⁽¹⁾	\$ 6,349	\$ 22	\$ 6,371
Income (loss) before income tax	1,484	(22)	1,462
Income tax (expense) benefit	(282)	4	(278)
Net income	1,202	(18)	1,184
Basic earnings (loss) per share	4.42	(0.06)	4.36
Diluted earnings (loss) per share	4.41	(0.07)	4.34

(1) The effect of adopting ASU 2018-12 on insurance claims and policyholders' benefits is inclusive of the re-measurement gain (loss) of \$(8) million, which is presented parenthetically on the Consolidated Statement of Operations.

The effects of adoption of ASU 2018-12 on the Consolidated Balance Sheet as of December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Deferred income taxes	\$ 1,178	\$ 73	\$ 1,251
Total assets	60,927	73	61,000
Claim and claim adjustment expenses ⁽¹⁾	25,099	(2,979)	22,120
Future policy benefits ⁽¹⁾	10,151	3,329	13,480
Total liabilities	52,102	350	52,452
Retained earnings	9,572	(236)	9,336
Accumulated other comprehensive income (loss)	(3,557)	(41)	(3,598)
Total stockholders' equity	8,825	(277)	8,548

(1) In conjunction with the adoption of ASU 2018-12, at January 1, 2023, the Company reclassified the long-term care reserves for policyholders currently receiving benefits from Claim and claim adjustment expenses to Future policy benefits. This change was applied retrospectively as of January 1, 2021.

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Comprehensive Income (Loss) for the year ended December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Changes in: Net unrealized gains and losses on other investments	\$ (3,777)	\$ (2,320)	\$ (6,097)

Net unrealized gains and losses on investments	(3,782)	(2,320)	(6,102)
Impact of changes in discount rates used to measure long-duration contract liabilities	—	3,959	3,959
Other comprehensive income (loss), net of tax	(3,877)	1,639	(2,238)
Total comprehensive income (loss)	(2,993)	1,427	(1,556)

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Comprehensive Income (Loss) for the year ended December 31, 2021 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Changes in: Net unrealized gains and losses on other investments	\$ (706)	\$ (281)	\$ (987)
Net unrealized gains and losses on investments	(708)	(281)	(989)
Impact of changes in discount rates used to measure long-duration contract liabilities	—	941	941
Other comprehensive income (loss), net of tax	(483)	660	177
Total comprehensive income (loss)	719	642	1,361

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Cash Flows for the year ended December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Net income	\$ 894	\$ (212)	\$ 682
Deferred income tax expense (benefit)	(34)	(55)	(89)
Changes in: Insurance reserves	1,791	267	2,058

The effects of adoption of ASU 2018-12 on the Consolidated Statement of Cash Flows for the year ended December 31, 2021 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Net income	\$ 1,202	\$ (18)	\$ 1,184
Deferred income tax expense (benefit)	47	(4)	43
Changes in: Insurance reserves	2,463	22	2,485

The effects of adoption of ASU 2018-12 on segment results of operations of the Life & Group segment for the year ended December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Net incurred claims and benefits ⁽¹⁾	\$ 1,202	\$ 267	\$ 1,469
Core income (loss) before income tax	(53)	(267)	(320)
Income tax (expense) benefit on core income (loss)	44	55	99
Core income (loss)	(9)	(212)	(221)

(1) The effect of adopting ASU 2018-12 on Net incurred claims and benefits is inclusive of the re-measurement gain (loss) of \$(214) million, which is presented parenthetically on the Consolidated Statement of Operations.

The effects of adoption of ASU 2018-12 on segment results of operations of the Life & Group segment for the year end ended December 31, 2021 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Net incurred claims and benefits ⁽¹⁾	\$ 1,239	\$ 22	\$ 1,261
Core income (loss) before income tax	105	(22)	83
Income tax (expense) benefit on core income (loss)	21	4	25
Core income (loss)	126	(18)	108

(1) The effect of adopting ASU 2018-12 on Net incurred claims and benefits is inclusive of the re-measurement gain (loss) of \$(8) million, which is presented parenthetically on the Consolidated Statement of Operations.

The effects of adoption of ASU 2018-12 on segment results for selected balance sheet lines of the Life & Group segment as of December 31, 2022 were as follows:

(In millions)	Prior to Adoption	Effect of Adoption	As reported
Claim and claim adjustment expenses ⁽¹⁾	\$ 3,674	\$ (2,979)	\$ 695
Future policy benefits ⁽¹⁾	10,151	3,329	13,480

(1) In conjunction with the adoption of ASU 2018-12, at January 1, 2023, the Company reclassified the long-term care reserves for policyholders currently receiving benefits from Claim and claim adjustment expenses to Future policy benefits. This change was applied retrospectively as of January 1, 2021.

Accounting Standards Pending Adoption

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures*. The updated accounting guidance requires expanded reportable segment disclosures, primarily related to significant segment expenses which are regularly provided to the company's Chief Operating Decision Maker. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within annual periods beginning after December 15, 2024. Retrospective application is required. The Company is currently evaluating the effect the updated guidance will have on the Company's financial statement disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*. The updated accounting guidance requires expanded income tax disclosures, including the disaggregation of existing disclosures related to the tax rate reconciliation and income taxes paid. The guidance is effective for annual periods beginning after December 15, 2024. Prospective application is required, with retrospective application permitted. The Company is currently evaluating the effect the updated guidance will have on the Company's financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): *Disaggregation of Income Statement Expenses*. The updated accounting guidance requires disaggregated disclosure of specified expense categories. The guidance also requires disclosure of total selling expenses and how the Company defines selling expenses. The guidance

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is effective for fiscal years beginning after December 15, 2026, and interim periods within annual periods beginning after December 15, 2027. Prospective application is required, with retrospective application permitted. The Company is currently evaluating the effect the updated guidance will have on the Company's financial statement disclosures.

Insurance Operations

Premiums: Insurance premiums on property and casualty insurance contracts are recognized in proportion to the underlying risk insured and are primarily earned ratably over the term of the policies. Premiums on long-term care contracts are earned ratably over the policy year in which they are due. The reserve for unearned premiums represents the portion of premiums written relating to the unexpired terms of coverage.

Property and casualty contracts that are retrospectively rated or subject to audit premiums contain provisions that result in an adjustment to the initial policy premium depending on the contract provisions. These provisions stipulate the adjustment due to loss experience of the insured during the coverage period, or changes in the level of exposure to insurance risk. For such contracts, the Company estimates the amount of ultimate premiums that the Company may earn upon completion of the coverage period and recognizes either an asset or a liability for the difference between the initial policy premium and the estimated ultimate premium. The Company either adjusts such estimated ultimate premium amounts during the course of the coverage period based on actual results to date, or by conducting premium audits after the policy has expired to determine the final exposure to insured risks. The resulting adjustment is recorded as either a reduction of or an increase to the earned premiums for the period.

Insurance receivables include balances due currently or in the future, including amounts due from insureds related to paid losses under high deductible policies, and are presented at unpaid balances, net of an allowance for uncollectible receivables. A loss rate methodology is used to determine expected credit losses for premium receivables. This methodology uses the Company's historical annual credit losses relative to gross premium written to develop a range of credit loss rates for each dollar of gross written premium underwritten. Additionally, an expected credit loss for amounts due from insureds under high deductible and retrospectively rated policies is calculated on a pool basis, informed by historical default rate data obtained from major rating agencies. Changes in the allowance are presented as a component of Other operating expenses on the Consolidated Statements of Operations. Amounts are considered past due based on policy payment terms. Insurance receivables and any related allowance are written off after collection efforts are exhausted or a negotiated settlement is reached. See the *Credit Losses* section of this note for additional information on the Company's allowances for expected credit losses.

Claim and claim adjustment expense reserves: Claim and claim adjustment expense reserves, except reserves for structured settlements not associated with asbestos and environmental pollution (A&EP) and workers' compensation lifetime claims, are not discounted and are based on i) case basis estimates for losses reported on direct business, adjusted in the aggregate for ultimate loss expectations; ii) estimates of incurred but not reported (IBNR) losses; iii) estimates of losses on assumed reinsurance; iv) estimates of future expenses to be incurred in the settlement of claims; v) estimates of salvage and subrogation recoveries and vi) estimates of amounts due from insureds related to losses under high deductible policies. Management considers current conditions and trends as well as past Company and industry experience in establishing these estimates. The effects of inflation, which can be significant, are implicitly considered in the reserving process and are part of the recorded reserve balance. Ceded claim and claim adjustment expense reserves are reported as a component of Reinsurance receivables on the Consolidated Balance Sheets.

Claim and claim adjustment expense reserves are presented net of anticipated amounts due from insureds related to losses under deductible policies of **\$1.2 billion** **\$1.3 billion** and **\$1.1 billion** as of **December 31, 2023** **December 31, 2024** and **2022**. A significant portion of these amounts are supported by collateral. The Company has an allowance for uncollectible deductible amounts, which is presented as a component of the allowance for doubtful accounts included in Insurance receivables on the Consolidated Balance Sheets.

Structured settlements have been negotiated for certain property and casualty insurance claims. Structured settlements are agreements to provide fixed periodic payments to claimants. The Company's obligations for structured settlements not funded by annuities are included in claim and claim adjustment expense reserves and

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are discounted at a weighted average interest rate of 6.6% and 6.4% as of December 31, 2023 December 31, 2024 and 2022, 2023. This interest rate is based on the expected yield of the assets that support the reserves and reinvestment assumptions. As of December 31, 2023 December 31, 2024 and 2022, 2023, the discounted reserves for unfunded structured settlements were \$465 \$444 million and \$485 \$465 million, net of discount of \$559 million \$535 million and \$590 \$559 million. For the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, the amount of interest recognized on the discounted reserves of unfunded structured settlements was \$34 million \$33 million, \$36 \$34 million and \$36 million, respectively. This interest accretion is presented as a component of Insurance claims and policyholders' benefits on the Consolidated Statements of Operations, but is excluded from the Company's disclosure of prior year loss reserve development.

Workers' compensation lifetime claim reserves are calculated using mortality assumptions determined through statutory regulation and economic factors. As of December 31, 2023 December 31, 2024 and 2022, 2023, workers' compensation lifetime claim reserves are discounted at a 3.5% interest rate. As of December 31, 2023 December 31, 2024 and 2022, 2023, the discounted reserves for workers' compensation lifetime claim reserves were \$196 million \$179 million and \$211 \$196 million, net of discount of \$88 million \$80 million and \$93 \$88 million. For the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022, the amount of interest accretion recognized on the discounted reserves of workers' compensation lifetime claim reserves was \$9 million \$6 million, \$9 million and \$12 \$9 million, respectively. This interest accretion is presented as a component of Insurance claims and policyholders' benefits on the Consolidated Statements of Operations, but is excluded from the Company's disclosure of prior year loss reserve development.

Future policy benefit reserves: Future policy benefit reserves are associated with the Company's run-off long-term care business and relate to policyholders that are currently receiving benefits, including claims that have been incurred but are not yet reported, as well as policyholders that are not yet receiving benefits.

The LFPB is computed using the net level premium method, which incorporates cash flow assumptions and discount rate assumptions. Under the net level premium method, the LFPB is equal to the present value of future benefits and claim settlement expenses less the present value of future net premiums. Net premiums are equal to gross premiums multiplied by the NPR. The NPR is generally the ratio of the present value of benefits and expense payments to the present value of gross premiums, expected over the lifetime of the policy. As a result of the modified retrospective adoption of ASU 2018-12, the Company's NPR calculation incorporates the original locked in discount rate and the reserve balance as of the transition date of January 1, 2021.

The key cash flow assumptions used to estimate the LFPB are morbidity, persistency, (inclusive of mortality), anticipated future premium rate increases and expenses. Morbidity is the frequency and severity of injury, illness, sickness and diseases contracted. Persistency is the percentage of policies remaining in force and can be affected by policy lapses, benefit reductions and death. Future premium rate increases are generally subject to regulatory approval, and therefore the exact timing and size of the approved rate increases are unknown. Expense assumptions relate to claim adjudication. The Company has not elected the practical expedient that allows locking in the expense assumption. The carried LFPB discount rate is determined using the upper-medium grade fixed income instrument yield curve.

The Company has elected to update the NPR and the LFPB for actual experience on a quarterly basis. A quarterly assessment is also made as to whether evidence suggests that cash flow assumptions should be updated. Annually, in the third quarter, actuarial analysis is performed on policyholder morbidity, persistency, premium rate increases increase and expense experience. This analysis, combined with judgment, informs the setting of updated cash flow assumptions used to estimate the LFPB. Actuarial analysis includes predictive modeling, actual to expected experience comparisons and trend analysis. Applicable industry research is also considered. The effect of changes in cash flow assumptions and actual variances from expected experience are recorded in the Company's results of operations within Insurance claims and policyholders' benefits.

Quarterly, to derive the upper-medium grade fixed income instrument yield discount rate assumption, the Company uses a published spot rate curve constructed from single-A rated U.S. dollar denominated corporate bonds. The Company uses linear interpolation to determine yield assumptions for tenors that fall between points for which observable rates are available. For cash flows that are projected to occur beyond the tenor for which market-observable rates are available, the Company applies judgment to estimate a normative rate which the Company grades to over 10 years. The effect of changes in discount rate assumptions are recorded in Other comprehensive income (loss).

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Quarterly, the updated NPR is used to derive an updated LFPB as of the beginning of the current quarter measured at the original locked in discount rate. The updated LFPB is then compared to the existing carrying amount of the liability as of the same date (measured at the original locked in discount rate) to determine the re-measurement gain (loss), which is presented parenthetically within the Insurance claims and policyholders' benefits line on the Consolidated Statements of Operations.

Insurance contracts are grouped into cohorts according to issue year. Contracts assumed through reinsurance are generally included within the same cohorts as contracts issued directly by the Company, according to issue year. The issue year for assumed contracts is defined according to the date that the Company's assumption of insurance risk inception. For assumed contracts that were reinsured concurrently with the issuance of the underlying direct contract, issue year is defined as the year that the underlying policy was issued. For contracts that were already in-force when assumed by the Company, issue year is defined as the year in which the reinsurance agreement inception. For group long-term care business, issue year is defined as the year the individual insurance certificate was issued. Long-term care is the Company's only long-duration product line, therefore, cohorts are not further disaggregated by product.

Insurance-related assessments: Liabilities for insurance-related assessments are accrued when an assessment is probable, when it can be reasonably estimated and when the event obligating the entity to pay an imposed or probable assessment has occurred. Liabilities for insurance-related assessments are not discounted and are included as part of

Other liabilities on the Consolidated Balance Sheets. As of December 31, 2023 December 31, 2024 and 2022, 2023, the liability balances were \$84 million \$86 million and \$74 \$84 million.

Reinsurance: Reinsurance accounting allows for contractual cash flows to be reflected as premiums and losses. To qualify for reinsurance accounting, reinsurance agreements must include risk transfer. To meet risk transfer requirements, a reinsurance contract must include both insurance risk, consisting of underwriting and timing risk, and a reasonable possibility of a significant loss for the assuming entity.

Reinsurance receivables related to paid losses are presented at unpaid balances. Reinsurance receivables related to unpaid losses are estimated in a manner consistent with claim and claim adjustment expense reserves or future policy benefit reserves. Reinsurance receivables are reported net of an allowance for uncollectible amounts on the Consolidated Balance Sheets. The cost of reinsurance is primarily accounted for over the life of the underlying reinsured policies using assumptions consistent with those used to account for the underlying policies or over the reinsurance contract period. The ceding of insurance does not discharge the primary liability of the Company.

The Company has established an allowance for uncollectible reinsurance receivables which relates to both amounts already billed on ceded paid losses as well as ceded reserves that will be billed when losses are paid in the future. For assessing expected credit losses, the Company separates reinsurance receivables into two pools: voluntary reinsurance receivables and involuntary receivables related to mandatory pools. The Company has not recorded an allowance for involuntary pools as there is no perceived credit risk. The principal credit quality indicator used in the valuation of the allowance on voluntary reinsurance receivables is the financial strength rating of the reinsurer sourced from major rating agencies. If the reinsurer is unrated, an internal financial strength rating is assigned based on the Company's historical loss experience and the Company's assessment of the reinsurance counterparty's risk profile, which generally corresponds with a B rating. Reinsurer financial strength ratings are updated and reviewed on an annual basis or sooner if the Company becomes aware of significant changes related to a reinsurer. The allowance for uncollectible reinsurance receivables is estimated on the basis of periodic evaluations of balances due from reinsurers, reinsurer financial strength rating and solvency, industry experience and current and forecast economic conditions. Because billed receivables generally approximate 5% 6% or less of total reinsurance receivables, the age of the reinsurance receivables related to paid losses is not a significant input into the allowance analysis. Changes in the allowance for uncollectible reinsurance receivables are presented as a component of Insurance claims and policyholders' benefits on the Consolidated Statements of Operations. See the *Credit Losses* section of this note for additional information on the Company's allowances for expected credit losses.

Amounts are considered past due based on the reinsurance contract terms. Reinsurance receivables related to paid losses and any related allowance are written off after collection efforts have been exhausted or a negotiated settlement is reached with the reinsurer. Reinsurance receivables from insolvent insurers related to paid losses

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are written off when the settlement due from the estate can be reasonably estimated. At the time reinsurance receivables related to paid losses are written off, any required adjustment to reinsurance receivables related to unpaid losses is recorded as a component of Insurance claims and policyholders' benefits on the Consolidated Statements of Operations.

A loss portfolio transfer is a retroactive reinsurance contract. If the cumulative claim and allocated claim adjustment expenses ceded under a loss portfolio transfer exceed the consideration paid, the resulting gain from such excess is deferred and amortized into earnings in future periods in proportion to actual recoveries under the loss portfolio transfer. In any period in which there is a revised estimate of claim and allocated claim adjustment expenses and the loss portfolio transfer is in a gain position, the deferred gain is recalculated as if the revised estimate was available at the inception date of the loss portfolio transfer and the change in the deferred gain is recognized in earnings.

Deferred acquisition costs: Deferrable acquisition costs include commissions, premium taxes and certain underwriting and policy issuance costs which are incremental direct costs of successful contract acquisitions. Acquisition costs related to property and casualty business are deferred and amortized ratably over the period the related premiums are earned. Deferred acquisition costs are presented net of ceding commissions and other ceded acquisition costs.

The Company evaluates deferred acquisition costs for recoverability. Anticipated investment income is considered in the determination of the recoverability of deferred acquisition costs. Adjustments, if necessary, are recorded in current period results of operations.

Policyholder dividends: Policyholder dividends are paid to participating policyholders within the workers' compensation and surety lines of business. Net written premiums for participating dividend policies were approximately 2%, 2% and 1% of total net written premiums for each of the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Dividends to policyholders are accrued according to the Company's best estimate of the amount to be paid in accordance with contractual provisions and applicable state laws. Dividends to policyholders are presented as a component of Insurance claims & policyholders' benefits on the Consolidated Statements of Operations and Other liabilities on the Consolidated Balance Sheets.

Investments

The Company classifies its fixed maturity securities as either available-for-sale or trading, and as such, they are carried at fair value. Changes in fair value of trading securities are reported within Net investment income on the Consolidated Statements of Operations. Changes in fair value of available-for-sale securities are reported as a component of Other comprehensive income.

The cost of fixed maturity securities classified as available-for-sale is adjusted for amortization of premiums and accretion of discounts, which are included in Net investment income on the Consolidated Statements of Operations. The amortization of premium and accretion of discount for fixed maturity securities takes into consideration call and maturity dates that produce the lowest yield.

For asset-backed securities included in fixed maturity securities, the Company recognizes income using an effective yield based on anticipated prepayments and the estimated economic life of the securities. When estimates of prepayments change, the effective yield is recalculated to reflect actual payments to date and anticipated future payments predominantly using the retrospective method.

Equity securities are carried at fair value. The Company's non-redeemable preferred stock contain characteristics of debt securities, are priced similarly to bonds and are held primarily for income generation through periodic dividends. While recognition of gains and losses on these securities is not discretionary, management does not consider the changes in fair value of non-redeemable preferred stock to be reflective of our primary operations. As such, the changes in the fair value of these securities are recorded through Net investment gains (losses) on the Consolidated Statements of Operations. The Company owns certain common stock with the intention of holding the securities primarily for market appreciation and as such, the changes in the fair value of these securities are recorded through Net investment income.

The Company's carrying value of investments in limited partnerships is its share of the net asset value of each partnership, as determined by the general partner. Certain partnerships for which results are not available on a

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timely basis are reported on a lag, primarily three months or less. Changes in net asset values are accounted for under the equity method and recorded within Net investment income on the Consolidated Statements of Operations.

Mortgage loans are commercial in nature, are carried at unpaid principal balance, net of unamortized fees and an allowance for expected credit losses, and are recorded once funded. The allowance for expected credit losses is developed by assessing the credit quality of pools of mortgage loans in good standing using debt service coverage ratios (DSCR) and loan-to-value ratios (LTV). The DSCR compares a property's net operating income to its debt service payments, including principal and interest. The LTV ratio compares the current unpaid principal balance of the loan to the estimated fair value of the underlying property collateralizing the loan. The pools developed to measure the credit loss allowance use increments of DSCR and LTV to draw distinctions between risk levels. The Company applies expected credit loss rates by pool to the outstanding receivable balances. Changes in the allowance for mortgage loans are presented as a component of Net investment gains (losses) on the Consolidated Statements of Operations. See the *Credit Losses* section of this note for additional information on the Company's allowances for expected credit losses. Interest income from mortgage loans is recognized on an accrual basis using the effective yield method.

Other invested assets include overseas deposits. Overseas deposits are valued using the net asset value per share (or equivalent) practical expedient. They are primarily short-term government securities, agency securities and corporate bonds held in trusts that are managed by Lloyd's of London. These funds are required of Lloyd's syndicates to protect policyholders in overseas markets and may be denominated in local currency.

Short-term investments are carried at fair value, with the exception of cash accounts earning interest, which are carried at cost and approximate fair value. Changes in fair value are reported as a component of Other comprehensive income.

Purchases and sales of all securities are recorded on the trade date, except for private placement securities, including bank loan participations, which are recorded once funded. Net investment gains and losses are determined on the basis of the cost or amortized cost of the specific securities sold.

In the normal course of investing activities, the Company enters into relationships with variable interest entities (VIEs), as both an investor in limited partnerships and asset-backed securities issued by third-party VIEs. The Company is not the primary beneficiary of these VIEs, and therefore does not consolidate them. The Company determines whether it is the primary beneficiary of a VIE based on a qualitative assessment of the relative power and benefits of the Company and the other participants in the VIE. The Company's maximum exposure to loss with respect to these investments is limited to the investment carrying values included in the Company's Consolidated Balance Sheets and any unfunded commitments.

An available-for-sale security is impaired if the fair value of the security is less than its cost adjusted for accretion, amortization and allowance for credit losses. When a security is impaired, it is evaluated to determine whether the Company intends to sell the security before recovery of amortized cost or whether a credit loss exists. Losses on securities that the Company intends to sell are recognized as impairment losses within Net investment gains (losses) on the Consolidated Statements of Operations. If a credit loss exists, an allowance is established and the corresponding amount is recognized as an impairment loss within Net investment gains (losses) on the Consolidated Statements of Operations. The allowance for credit losses related to available-for-sale fixed maturity securities is the difference between the present value of cash flows expected to be collected and the amortized cost basis, limited by the amount that the fair value is less than the amortized cost basis. In subsequent periods, the allowance is reviewed, with any changes in the allowance presented as a component of Net investment gains (losses) on the Consolidated Statements of Operations. Changes in the difference between the amortized cost basis, net of the allowance, and the fair value, are recognized in Other comprehensive income.

Significant judgment is required in the determination of whether an impairment loss has occurred for a security. The Company follows a consistent and systematic process for determining and recording an impairment loss, including the evaluation of securities in an unrealized loss position and securities with an allowance for credit losses on at least a

quarterly basis.

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The Company's assessment of whether an impairment loss has occurred incorporates both quantitative and qualitative information. A credit loss exists if the present value of cash flows expected to be collected is less than the amortized cost basis. Significant assumptions enter into these cash flow projections including delinquency rates, probable risk of default, loss severity upon a default, over collateralization and interest coverage triggers and credit support from lower level tranches. The Company considers all available evidence when determining whether an investment requires a credit loss write-down or allowance to be recorded. Examples of such evidence may include the financial condition and near-term and long-term prospects of the issuer, whether the issuer is current with interest and principal payments, credit ratings on the security or changes in ratings over time, general market conditions and industry, sector or other specific factors and whether it is likely that the Company will recover its amortized cost through the collection of cash flows. See the *Credit Losses* section of this note for additional information on the Company's allowances for expected credit losses.

Credit Losses

The allowances for credit losses on fixed maturity securities, mortgage loans, reinsurance receivables and insurance receivables are valuation accounts that are reported as a reduction of a financial asset's cost basis and are measured on a pool basis when similar risk characteristics exist. Management estimates the allowance using relevant available information from both internal and external sources. Historical credit loss experience provides the basis for the estimation of expected credit losses and adjustments may be made to reflect current conditions and reasonable and supportable forecasts. Adjustments to historical loss information are made for any additional factors that come to the Company's attention. This could include significant shifts in counterparty financial strength ratings, aging of past due receivables, amounts sent to collection agencies, or other underlying portfolio changes. Amounts are considered past due when payments have not been received according to contractual terms. The Company also considers current and forecast economic conditions, using a variety of economic metrics and forecast indices. The sensitivity of expected credit losses relative to changes to these forecast economic conditions can vary by financial asset class. The Company considers a reasonable and supportable forecast period to be up to 24 months from the balance sheet date. After the forecast period, the Company reverts to historical credit experience. The Company uses collateral arrangements such as letters of credit and amounts held in beneficiary trusts to mitigate credit risk, which are considered in the estimate of net amount expected to be collected. Amounts are written off against the allowance when determined to be uncollectible.

The Company has made a policy election to present accrued interest balances separately from the amortized cost basis of assets and has elected the practical expedient to exclude the accrued interest from the tabular disclosures for mortgage loans and available-for-sale securities. The Company has elected not to estimate an allowance for credit losses on accrued interest receivable. The accrual of interest income is discontinued and the asset is placed on nonaccrual status within 90 days of the interest becoming delinquent. Interest accrued but not received for assets on nonaccrual status is reversed through investment income. Interest received for assets that are on nonaccrual status is recognized as payment is received. The asset is returned to accrual status when the principal and interest amounts contractually due are brought current and future payments are expected. Interest receivable is presented as a component of accrued investment income on the Consolidated Balance Sheet.

Deferred Non-Insurance Warranty Revenue and Acquisition Expense

Non-insurance warranty revenue is primarily generated from separately-priced service contracts that provide mechanical breakdown and other coverages to vehicle or consumer goods owners. The warranty contracts generally provide coverage from 1 month to 10 years. For warranty products where the Company acts as the principal in the transaction, Non-insurance warranty revenue is reported on a gross basis, with amounts paid by customers reported as Non-insurance warranty revenue and commissions paid to agents and dealers reported as Non-insurance warranty expense.

Non-insurance warranty revenue is reported net of any premiums related to contractual liability coverage issued by the Company's insurance operations. Additionally, the Company provides warranty administration services for dealer and manufacturer obligor warranty products, which include limited warranties and guaranteed asset protection waivers. The Company recognizes Non-insurance warranty revenue over the service period in

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proportion to the actuarially determined expected claims emergence pattern. Customers predominantly pay in full at the inception of the warranty contract. The liability for deferred revenue represents the unearned portion of revenue in advance of the Company's performance. The deferred revenue balance includes amounts which are refundable on a pro rata basis upon cancellation.

Dealers, retailers and agents earn commission for assisting the Company in obtaining non-insurance warranty contracts. Additionally, the Company utilizes third-parties to perform warranty administrator services for its consumer goods warranties. These costs, which are deferred and recorded as Deferred non-insurance warranty acquisition expense, are amortized to Non-insurance warranty expense consistent with how the related revenue is recognized. The Company evaluates deferred costs for recoverability including consideration of anticipated investment income. Adjustments to deferred costs, if necessary, are recorded in the current period results of operations.

Income Taxes

The Company and its eligible subsidiaries (CNA Tax Group) are included in the consolidated federal income tax return of Loews and its eligible subsidiaries. The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred income taxes are recognized for temporary differences between the financial statement and tax return bases of assets and liabilities, based on enacted tax rates and other provisions of the tax law. The effect of a change in tax laws or rates on deferred tax assets and liabilities is recognized in income in the period in which such change is enacted. Future tax benefits are recognized to the extent that realization of such benefits is more likely than not, and a valuation allowance is established for any portion of a deferred tax asset that management believes will not be realized. The Company releases tax effects from AOCI utilizing the security-by-security approach for Net unrealized gains (losses) on investments with an allowance for credit losses and Net unrealized gains (losses) on other

investments. For Pension and postretirement benefits **and the cumulative impact of changes in discount rates used to measure long duration contracts, tax effects are released from AOCI are released** at enacted tax rates based on the pre-tax adjustments to **pension** the respective liabilities or assets recognized within Other comprehensive income.

Pension and Postretirement Benefits

The Company recognizes the overfunded or underfunded status of its defined benefit plans in Other assets or Other liabilities on the Consolidated Balance Sheets. Changes in funded status related to prior service costs and credits, and actuarial gains and losses arising from differences between actual experience and actuarial assumptions, are recognized in the year in which the changes occur through Other comprehensive income. Unrecognized actuarial gains and losses in excess of 10% of the greater of the beginning of the year projected benefit obligation or fair value of plan assets (the corridor) are amortized as a component of net periodic pension cost (benefit) over the average remaining life expectancy of the plan participants.

Annual service cost, interest cost, expected return on plan assets, amortization of prior service costs and credits and amortization of actuarial gains and losses are recognized on the Consolidated Statements of Operations.

The vested benefit obligation for the CNA Retirement Plan is determined based on eligible compensation and accrued service for previously entitled employees. Effective June 30, 2015, future benefit accruals under the CNA Retirement Plan were eliminated and the benefit obligations were frozen.

Stock-Based Compensation

The Company records compensation expense using the fair value method for all awards it grants, modifies or cancels primarily on a straight-line basis over the requisite service period, generally three years.

Foreign Currency

The Company's foreign subsidiaries' balance sheet accounts are translated at the exchange rates in effect at each reporting date and income statement accounts are either translated at the exchange rates on the date of the transaction or at average exchange rates. Foreign currency translation gains and losses are reflected in Stockholders' equity as a component of AOCI. Foreign currency transaction gains (losses) of **\$9 million, \$(22) \$8 million, \$9 million and less than \$(1) \$22 million** were included in determining Net income for the years ended **December 31, 2023 December 31, 2024, 2023 and 2022, and 2021**, respectively.

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Leases

A lease provides the lessee the right to control the use of an identified asset for a period of time in exchange for consideration. Operating lease right-of-use (ROU) assets and lease liabilities are included in Other assets and Other liabilities on the Company's Consolidated Balance Sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and operating lease liabilities represent the Company's obligation to make lease payments arising from the lease. The Company determines if an arrangement is a lease at inception. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Most operating leases contain renewal options that provide for rent increases based on prevailing market conditions. Certain leases contain options to terminate before maturity. The lease term used to calculate the ROU asset includes any renewal options or lease termination options that the Company expects to exercise. The discount rate used to determine the commencement date present value of lease payments is typically the Company's secured borrowing rate, as most of the Company's leases do not provide an implicit rate. ROU assets include any lease payments required to be made prior to commencement and exclude lease incentives. The Company has elected to account for its lease and non-lease components as a single lease component. The Company's non-lease components consist of variable lease costs not based on an index or rate and are excluded from the measurement of ROU assets and lease liabilities. Variable lease costs not based on an index or rate are treated as period costs, and represent charges for services provided by the landlord and the Company's reimbursement to the landlord for costs such as real estate taxes and insurance.

The Company occupies office facilities under lease agreements that expire at various dates. The Company's lease agreements do not contain significant residual value guarantees, restrictions or covenants. The Company does not have any significant finance leases.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Depreciation is based on the estimated useful lives of the various classes of property and equipment and is determined principally on the straight-line method. Furniture and fixtures are depreciated over seven years. Office equipment is depreciated over five years. The estimated lives for data processing equipment and software generally range from three to five years, but can be as long as ten years. Leasehold improvements are depreciated over the corresponding lease terms not to exceed the underlying asset life.

Goodwill

Goodwill represents the excess of purchase price over the fair value of the net assets of acquired entities and businesses. Goodwill in the International segment may change from period to period as a result of foreign currency translation.

Goodwill is tested for impairment annually or when certain triggering events require such tests. As a result of reviews completed for the year ended **December 31, 2023 December 31, 2024**, the Company determined that the estimated fair value of the reporting units were in excess of their carrying value including Goodwill. Changes in future periods in assumptions about the level of economic capital, business growth, earnings projections or the weighted average cost of capital could result in goodwill impairment.

Other Intangible Assets

Other intangible assets are reported within Other assets on the Consolidated Balance Sheets. Finite-lived intangible assets are amortized over their estimated useful lives. Indefinite-lived other intangible assets are tested for impairment annually or when certain triggering events require such tests.

Earnings (Loss) Per Share Data

Earnings (loss) per share is based on weighted average number of outstanding common shares. Basic earnings (loss) per share excludes the impact of dilutive securities and is computed by dividing Net income (loss) by the weighted average number of common shares outstanding for the period. Diluted earnings (loss) per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

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For each of the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, approximately 1 million potential shares attributable to exercises or conversions into common stock under stock-based employee compensation plans were included in the calculation of diluted earnings per share. Excluded from the calculation of diluted earnings (loss) per share is the impact of potential shares attributable to exercises or conversions into common stock under stock-based employee compensation plans that would have been antidilutive during the respective periods.

Supplementary Cash Flow Information

Cash payments made for interest were \$124 million \$122 million, \$109 \$124 million and \$110 \$109 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Cash payments made for income taxes were \$282 million \$281 million, \$277 \$282 million and \$278 \$277 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022.

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Note B. Investments

The significant components of Net investment income are presented in the following table.

Years ended December 31

(In millions)

(In millions)

(In millions)

2023	2022	2021	2024	2023	2022
------	------	------	------	------	------

Fixed maturity securities

Equity securities

Limited partnership investments

Mortgage loans

Short-term investments

Trading portfolio

Other

Gross investment income

Investment expense

Net investment income

Net investment income (loss) recognized due to the change in fair value of common stock held as of December 31, 2023, 2022 and 2021

Net investment income (loss) recognized due to the change in fair value of common stock held as of December 31, 2024, 2023 and 2022

The Company did not hold any non-income producing fixed maturity securities as of December 31, 2023 and 2022. December 31, 2024 or 2023 that were non-income producing for the preceding twelve month periods. As of December 31, 2023 December 31, 2024 and 2022, the Company held \$20 million and \$7 million of non-income producing mortgage loans, net of the allowance for credit losses. As of December 31, 2023 and 2022 2023, no investments in a single issuer exceeded 10% of stockholders' equity, other than investments in securities issued by the U.S. Treasury and obligations of government-sponsored enterprises.

Net investment gains (losses) are presented in the following table.

Years ended December 31

(In millions)

(In millions)

(In millions)

2023	2022	2021	2024	2023	2022
------	------	------	------	------	------

Net investment gains (losses):
Fixed maturity securities:
Fixed maturity securities:
Fixed maturity securities:
Gross gains
Gross gains
Gross gains
Gross losses
Net investment gains (losses) on fixed maturity securities
Equity securities
Derivatives
Mortgage loans
Short-term investments and other
Net investment gains (losses)
Net investment gains (losses) recognized due to the change in fair value of non-redeemable preferred stock held as of December 31, 2023, 2022 and 2021
Net investment gains (losses) recognized due to the change in fair value of non-redeemable preferred stock held as of December 31, 2024, 2023 and 2022

Net investment gains (losses) for the year ended December 31, 2022 in the table above included an \$18 million net gain related to the novation of a coinsurance agreement on the Company's legacy annuity business, which was transacted on a funds withheld basis and gave rise to an embedded derivative. The net gain of \$18 million was comprised of a \$62 million gain on the associated embedded derivative partially offset by a \$44 million loss on fixed maturity securities supporting the funds withheld liability, transferred with the novation, to recognize unrealized losses which had been included in AOCI since the inception of the coinsurance agreement. Taken together, this net gain was the final recognition of changes in the valuation of the funds held assets and offset previously recognized net investment losses on the associated embedded derivative. The coinsurance agreement was novated in the fourth quarter of 2022.

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The available-for-sale impairment losses (gains) recognized in earnings by asset type are presented in the following table. The table includes losses (gains) on securities with an intention to sell and changes in the allowance for credit losses on securities since acquisition date.

Years ended December 31

(In millions)

(In millions)

(In millions)

2023

2022

2021

2024

2023

2022

Fixed maturity securities available-for-sale:

Corporate and other bonds

Corporate and other bonds

Corporate and other bonds

Asset-backed

Impairment losses (gains) recognized in earnings

There were no losses recognized on mortgage loans during the year ended December 31, 2024. For the years ended December 31, 2023, and 2022, and 2021 the Company also recognized there were \$11 million of losses, and \$8 million of losses and \$10 million of gains related to mortgage loans primarily due to changes in expected credit losses.

The net change in unrealized gains (losses) on fixed maturity securities was \$(352) million, \$1,431 million \$(7,850) million and \$(1,272) \$(7,850) million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022.

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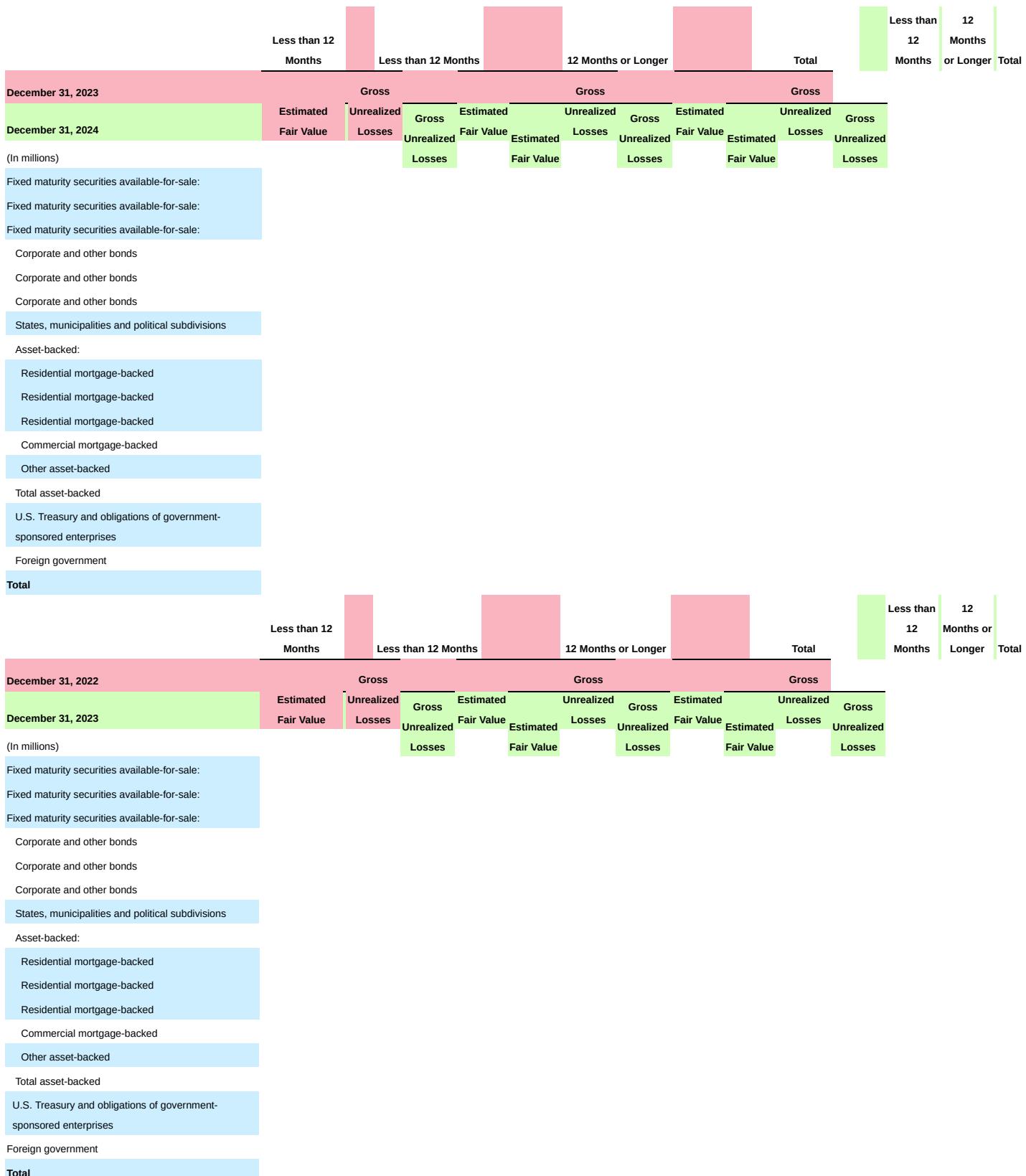
The following tables present a summary of fixed maturity securities.

December 31, 2023	Cost or		Gross		Gross		Estimated
	Amortized	Unrealized	Gross	Unrealized	Gross	Allowance for Credit Losses	
December 31, 2024	Cost	Gains	Unrealized	Losses	Unrealized	Allowance for Credit Losses	Fair Value
(In millions)			Gains		Losses		Allowance for Credit Losses

Fixed maturity securities available-for-sale:					
Fixed maturity securities available-for-sale:					
Fixed maturity securities available-for-sale:					
Corporate and other bonds					
Corporate and other bonds					
Corporate and other bonds					
States, municipalities and political subdivisions					
Asset-backed:					
Residential mortgage-backed					
Residential mortgage-backed					
Residential mortgage-backed					
Commercial mortgage-backed					
Other asset-backed					
Total asset-backed					
U.S. Treasury and obligations of government-sponsored enterprises					
Foreign government					
Redeemable preferred stock					
Total fixed maturity securities available-for-sale					
Total fixed maturity securities trading					
Total fixed maturity securities					
December 31, 2022	Cost or	Gross	Gross		Estimated
	Amortized	Unrealized	Gross	Unrealized	Fair
December 31, 2023	Cost	Gains	Unrealized	Gross	Value
(In millions)			Gains	Losses	Estimated
Fixed maturity securities available-for-sale:					Fair
Fixed maturity securities available-for-sale:					Value
Fixed maturity securities available-for-sale:					
Corporate and other bonds					
Corporate and other bonds					
Corporate and other bonds					
States, municipalities and political subdivisions					
Asset-backed:					
Residential mortgage-backed					
Residential mortgage-backed					
Residential mortgage-backed					
Commercial mortgage-backed					
Other asset-backed					
Total asset-backed					
U.S. Treasury and obligations of government-sponsored enterprises					
Foreign government					
Redeemable preferred stock					
Total fixed maturity securities available-for-sale					
Total fixed maturity securities trading					
Total fixed maturity securities					

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The following tables present the estimated fair value and gross unrealized losses of **available-for-sale** fixed maturity securities in a gross unrealized loss position for which an allowance for credit loss has not been recorded, by the length of time in which the securities have continuously been in that position.



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The following table presents the estimated fair value and gross unrealized losses of **available-for-sale** fixed maturity securities in a gross unrealized loss position for which an allowance for credit loss has not been recorded, by ratings distribution.

(In millions)	December 31, 2023		December 31, 2022		December 31, 2024		December 31, 2023	
	Estimated Fair Value	Gross Unrealized Losses						
	(In millions)	Value	Value	Value	Value	Value	Value	Value
U.S. Government, Government agencies and Government-sponsored enterprises								
AAA								
AA								
A								
BBB								
Non-investment grade								
Total								

Based on current facts and circumstances, the Company believes the unrealized losses presented in the **December 31, 2023** **December 31, 2024** securities in a gross unrealized loss position tables above are not indicative of the ultimate collectability of the current amortized cost of the securities, but rather are primarily attributable to changes in risk-free interest rates. In reaching this determination, the Company considered the volatility in risk-free rates and credit spreads as well as the fact that its unrealized losses are concentrated in investment grade issuers. Additionally, the Company has no current intent to sell securities with unrealized losses, nor is it more likely than not that it will be required to sell prior to recovery of amortized cost; accordingly, the Company has determined that there are no additional impairment losses to be recorded as of **December 31, 2023** **December 31, 2024**.

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The following tables present the activity related to the allowance on available-for-sale securities with credit impairments and purchased credit-deteriorated (PCD) assets. Accrued interest receivable on available-for-sale fixed maturity securities totaled **\$435** **\$442** million and **\$394** **\$435** million as of **December 31, 2023** **December 31, 2024** and **2022** **2023** and is excluded from the estimate of expected credit losses and the amortized cost basis in the table included within this Note.

(In millions)	Corporate and other bonds		Asset-backed	Corporate and other bonds		Asset-backed	Total			
	(In millions)	Total		(In millions)	Total		(In millions)			
Addition to the allowance for credit losses:										
Securities for which credit losses were not previously recorded										
Securities for which credit losses were not previously recorded										
Securities for which credit losses were not previously recorded										
Available-for-sale securities accounted for as PCD assets										
Reduction to the allowance for credit losses:										
Reductions to the allowance for credit losses										
Reductions to the allowance for credit losses										
Securities sold during the period (realized)										
Securities sold during the period (realized)										
Securities sold during the period (realized)										

Intent to sell or more likely than not will be required to sell the security before recovery of its amortized cost basis				
Write-offs charged against the allowance				
Recoveries of amounts previously written off				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Balance as of December 31, 2023				
Balance as of December 31, 2024				
(In millions)				
(In millions)				
(In millions)				
Allowance for credit losses:				
Balance as of January 1, 2022				
Balance as of January 1, 2022				
Balance as of January 1, 2022				
Balance as of January 1, 2023				
Balance as of January 1, 2023				
Balance as of January 1, 2023				
Additions to the allowance for credit losses:				
Securities for which credit losses were not previously recorded				
Securities for which credit losses were not previously recorded				
Securities for which credit losses were not previously recorded				
Available-for-sale securities accounted for as PCD assets				
Reductions to the allowance for credit losses:				
Reductions to the allowance for credit losses:				
Reductions to the allowance for credit losses:				
Securities sold during the period (realized)				
Securities sold during the period (realized)				
Securities sold during the period (realized)				
Intent to sell or more likely than not will be required to sell the security before recovery of its amortized cost basis				
Write-offs charged against the allowance				
Recoveries of amounts previously written off				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Additional increases or (decreases) to the allowance for credit losses on securities that had an allowance recorded in a previous period				
Balance as of December 31, 2022				
Balance as of December 31, 2023				

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Contractual Maturity

The following table presents available-for-sale fixed maturity securities by contractual maturity.

December 31	December 31	2023	2022	December 31	2024	2023
-------------	-------------	------	------	-------------	------	------

(In millions)	(In millions)	Cost or Amortized Cost	Estimated Fair Value	Cost or Amortized Cost	Estimated Fair Value	(In millions)	Cost or Amortized Cost	Estimated Fair Value	Cost or Amortized Cost	Estimated Fair Value
Due in one year or less										
Due after one year through five years										
Due after five years through ten years										
Due after ten years										
Total										

Actual maturities may differ from contractual maturities because certain securities may be called or prepaid. Securities not due at a single date are allocated based on weighted average life.

Limited Partnerships

The carrying value of limited partnerships as of **December 31, 2023** **December 31, 2024** and **2022** **2023** was **\$2,174 million** **\$2,520 million** and **\$1,926 million** **\$2,174 million**, which includes net undistributed earnings of **\$250 million** **\$334 million** and **\$176 million** **\$250 million**. Limited partnerships comprising **17%** **14%** of the total carrying value are reported on a current basis through **December 31, 2023** **December 31, 2024** with no reporting lag, **4%** **3%** are reported on a one month lag and the remainder are reported on more than a one month lag. The number of limited partnerships held and the strategies employed provide diversification to the limited partnership portfolio and the overall invested asset portfolio.

Limited partnerships comprising **85%** **86%** and **76%** **85%** of the carrying value as of **December 31, 2023** **December 31, 2024** and **2022** **2023** were invested in private debt and equity. Limited partnerships comprising **15%** **14%** and **24%** **15%** of the carrying value as of **December 31, 2023** **December 31, 2024** and **2022** **2023** employ hedge fund strategies. Private debt and equity funds cover a broad range of investment strategies including buyout, co-investment, private credit, growth capital, distressed investing and real estate. Hedge fund strategies include both long and short positions in fixed income, equity and derivative instruments.

The ten largest limited partnership positions held totaled **\$622 million** **\$648 million** and **\$633 million** **\$622 million** as of **December 31, 2023** **December 31, 2024** and **2022** **2023**. Based on the most recent information available regarding the Company's percentage ownership of the individual limited partnerships, the carrying value reflected on the Consolidated Balance Sheets represents approximately 1% of the aggregate partnership equity as of **December 31, 2023** **December 31, 2024** and **2022** **2023**, and the related income reflected on the Consolidated Statements of Operations represents approximately 1%, **2%** **1%** and 2% of the changes in aggregate partnership equity for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021** **2022**.

There are risks inherent in limited partnership investments which may result in losses due to short-selling, derivatives or other speculative investment practices. The use of leverage increases volatility generated by the underlying investment strategies.

The Company's private debt, private equity and other non-hedge fund limited partnership investments generally do not permit voluntary withdrawals. The Company's hedge fund limited partnership investments contain withdrawal provisions that generally limit liquidity for a period of thirty days up to one year or longer. Typically, hedge fund withdrawals require advance written notice of up to 90 days.

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Derivative Financial Instruments

The Company may use derivatives in the normal course of business, primarily in an attempt to reduce its exposure to market risk (principally interest rate risk and foreign currency risk) stemming from various assets and liabilities. The Company's principal objective under such strategies is to achieve the desired reduction in economic risk, even if the position does not receive hedge accounting treatment.

The Company may enter into interest rate swaps, futures and forward commitments to purchase securities to manage interest rate risk. The Company may use foreign currency forward contracts to manage foreign currency risk.

Credit exposure associated with non-performance by the counterparties to derivative instruments is generally limited to the uncollateralized fair value of the asset related to the instruments recognized on the Consolidated Balance Sheets. The Company generally requires that all over-the-counter derivative contracts be governed by an International Swaps and Derivatives Association Master Agreement, and exchanges collateral under the terms of these agreements with its derivative investment counterparties depending on the amount of the exposure and the credit rating of the counterparty. Gross estimated fair values of derivative positions are presented in Other invested assets and Other liabilities on the Consolidated Balance Sheets. The Company does not offset derivative positions against the fair value of collateral provided or positions subject to netting arrangements. There would be no significant difference in the balance included in such accounts if the estimated fair values were presented net as of **December 31, 2023** **December 31, 2024** and **2022** **2023**.

There was no cash collateral provided by the Company or cash collateral received from counterparties as of December 31, 2024. There was less than \$1 million of cash collateral provided by the Company and no cash collateral received from counterparties as of December 31, 2023 and 2022.

During the year ended December 31, 2022, the Company held an embedded derivative on a funds withheld liability related to a coinsurance agreement on its legacy annuity business. The Company novated the coinsurance agreement during 2022 resulting in the transfer of \$224 million of fixed maturity securities, \$4 million of short-term investments and \$2 million of accrued investment income in settlement of the \$216 million funds withheld liability and associated \$14 million embedded derivative.

Investment Commitments

As part of its overall investment strategy, the Company invests in various assets which require future purchase, sale or funding commitments. These investments are recorded once funded, and the related commitments may include future capital calls from various third-party limited partnerships, signed and accepted mortgage loan applications, and obligations related to private placement securities. As of **December 31, 2023** **December 31, 2024**, the Company had commitments to purchase or fund approximately **\$1,555 million** **\$1,660 million** and sell approximately **\$35 million** **\$30 million** under the terms of these investments.

Investments on Deposit

Cash and securities with carrying values of approximately \$3.1 billion and \$2.8 billion were deposited by the Company's insurance subsidiaries under requirements of regulatory authorities and others as of December 31, 2023 December 31, 2024 and 2022 2023.

Cash and securities with carrying values of approximately \$0.7 billion and \$0.9 billion were deposited with financial institutions in trust accounts or as collateral for letters of credit to secure obligations with various third parties as of December 31, 2023 December 31, 2024 and 2022 2023.

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Mortgage Loans

The following table presents the amortized cost basis of mortgage loans for each credit quality indicator by year of origination. The primary credit quality indicators utilized are debt service coverage ratios (DSCR) and loan-to-value ratios (LTV).

	Mortgage Loans Amortized Cost Basis by						(In millions)	2024	(In millions)						2023	2022	2021	2020	Prior	Total
	Origination Year (1)								2023	2022	2021	2020	2019	Prior	Total	2023	2022	2021	2020	Prior
DSCR																				
≥1.6x																				
LTV less than 55%																				
LTV greater than 65%																				
LTV 55% to 65%																				
LTV greater than 65%																				
DSCR 1.2x																				
-1.6x																				
LTV less than 55%																				
LTV greater than 65%																				
LTV 55% to 65%																				
LTV greater than 65%																				
DSCR ≤1.2																				
LTV less than 55%																				
LTV greater than 65%																				
LTV 55% to 65%																				
LTV greater than 65%																				
LTV less than 55%																				
LTV greater than 65%																				
LTV 55% to 65%																				
LTV greater than 65%																				
Total																				

(1) The values in the table above reflect DSCR on a standardized amortization period and LTV based on the most recent appraised values trended forward using changes in a commercial real estate price index.

As of December 31, 2023 December 31, 2024, accrued interest receivable on mortgage loans totaled \$4 million and is excluded from the amortized cost basis disclosed in the table above and the estimate of expected credit losses.

As of December 31, 2024, the Company held mortgage loans with an amortized cost of \$48 million and an allowance for credit loss of \$14 million that were on nonaccrual status. These loans were all past due by more than 180 days and were non-income producing for the preceding twelve month period. Recovery of loans on nonaccrual status is expected to

be provided through the refinancing, operation or sale of the commercial real estate that collateralizes each loan. As of December 31, 2023, the Company held \$20 million of mortgage loans, net of the allowance for credit losses, that were non-income producing for the preceding twelve month period.

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Note C. Fair Value

Fair value is the price that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The following fair value hierarchy is used in selecting inputs, with the highest priority given to Level 1, as these are the most transparent or reliable.

Level 1 - Quoted prices for identical instruments in active markets.

Level 2 - Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets.

Level 3 - Valuations derived from valuation techniques in which one or more significant inputs are not observable.

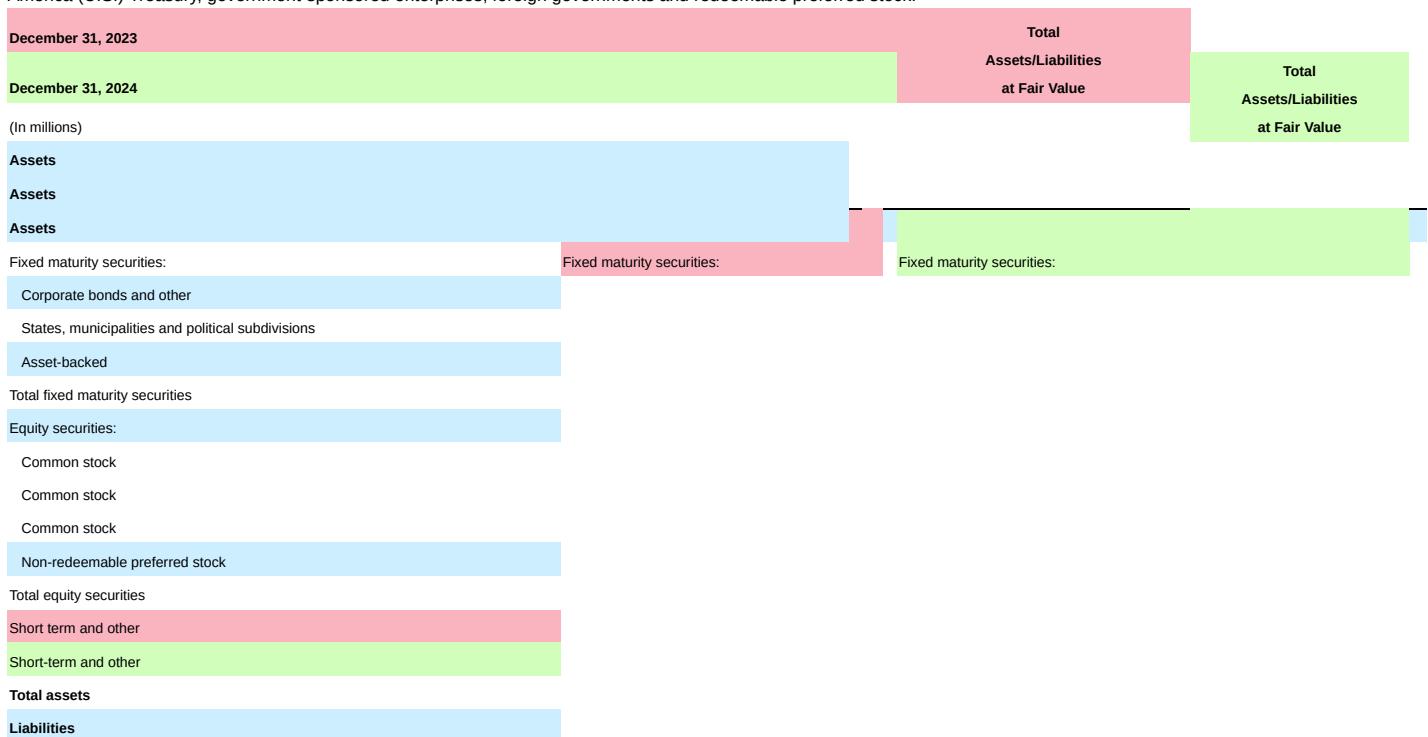
Prices may fall within Level 1, 2 or 3 depending upon the methodology and inputs used to estimate fair value for each specific security. In general, the Company seeks to price securities using third-party pricing services. Securities not priced by pricing services are submitted to independent brokers for valuation and, if those are not available, internally developed pricing models are used to value assets using a methodology and inputs the Company believes market participants would use to value the assets. Prices obtained from third-party pricing services or brokers are not adjusted by the Company.

The Company performs control procedures over information obtained from pricing services and brokers to ensure prices received represent a reasonable estimate of fair value and to confirm representations regarding whether inputs are observable or unobservable. Procedures may include i) the review of pricing service methodologies or broker pricing qualifications, ii) back-testing, where past fair value estimates are compared to actual transactions executed in the market on similar dates, iii) exception reporting, where period-over-period changes in price are reviewed and challenged with the pricing service or broker based on exception criteria, and iv) deep dives, where the Company performs an independent analysis of the inputs and assumptions used to price individual securities.

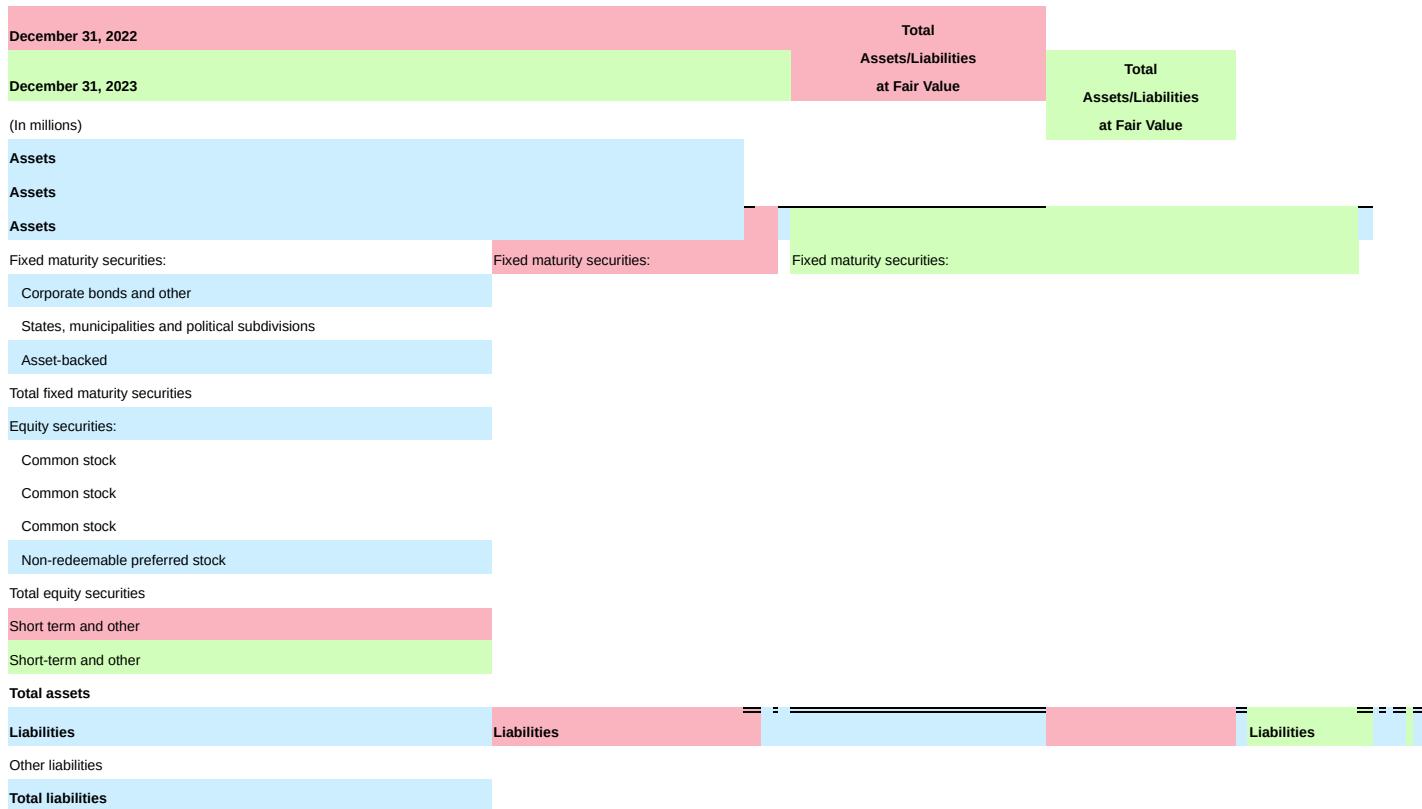
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Assets and Liabilities Measured at Fair Value

Assets and liabilities measured at fair value on a recurring basis are presented in the following tables. Corporate bonds and other includes obligations of the United States of America (U.S.) Treasury, government-sponsored enterprises, foreign governments and redeemable preferred stock.



Other liabilities
Other liabilities
Other liabilities
Total liabilities



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The tables below present a reconciliation for all assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3).

Level 3
(In millions)

Level 3
(In millions)

Level 3 (In millions)	Corporate bonds and other	States, municipalities and political subdivisions	Asset-backed	Equity securities	Total	Corporate bonds and other	States, municipalities and political subdivisions	Asset-backed	Equity securities	Total
Balance as of January 1, 2023										
Balance as of January 1, 2024										
Total realized and unrealized investment gains (losses):										
Reported in Net investment gains (losses)										
Reported in Net investment gains (losses)										
Reported in Net investment gains (losses)										
Reported in Net investment income										
Reported in Other comprehensive income (loss)										
Total realized and unrealized investment gains (losses)										
Purchases										
Sales										

Settlements
Transfers into Level 3
Transfers out of Level 3
Balance as of December 31, 2023
Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2023 recognized in Net income (loss) in the period
Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2023 recognized in Other comprehensive income (loss) in the period
Balance as of December 31, 2024
Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2024 recognized in Net income (loss) in the period
Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2024 recognized in Other comprehensive income (loss) in the period

Level 3
(In millions)

Level 3
(In millions)

Level 3
(In millions)

Balance as of January 1, 2022
Balance as of January 1, 2023

Total realized and unrealized investment gains (losses):

Reported in Net investment gains (losses)

Reported in Net investment gains (losses)

Reported in Net investment gains (losses)

Reported in Net investment income

Reported in Other comprehensive income (loss)

Total realized and unrealized investment gains (losses)

Purchases

Sales

Settlements

Transfers into Level 3

Transfers out of Level 3

Balance as of December 31, 2022

Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2022 recognized in Net income (loss) in the period

Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2022 recognized in Other comprehensive income (loss) in the period

Balance as of December 31, 2023

Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2023 recognized in Net income (loss) in the period

Unrealized gains (losses) on Level 3 assets and liabilities held as of December 31, 2023 recognized in Other comprehensive income (loss) in the period

Securities may be transferred in or out of levels within the fair value hierarchy based on the availability of observable market information and quoted prices used to determine the fair value of the security. The availability of observable market information and quoted prices varies based on market conditions and trading volume.

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Valuation Methodologies and Inputs

The following section describes the valuation methodologies and relevant inputs used to measure different financial instruments at fair value, including an indication of the level in the fair value hierarchy in which the instruments are generally classified.

Fixed Maturity Securities

Level 1 securities include highly liquid government securities and exchange traded bonds, valued using quoted market prices. Level 2 securities include most other fixed maturity securities as the significant inputs are observable in the marketplace. All classes of Level 2 fixed maturity securities are valued using a methodology based on information generated by market transactions involving identical or comparable assets, a discounted cash flow methodology, or a combination of both when necessary. Common inputs for all classes of fixed maturity securities include prices from recently executed transactions of similar securities, marketplace quotes, benchmark yields, spreads off benchmark yields, interest rates and U.S. Treasury or swap curves. Specifically for asset-backed securities, key inputs include prepayment and default projections based on past performance of the underlying collateral and current market data. Fixed maturity securities are primarily assigned to Level 3 in cases where broker/dealer quotes are significant inputs to the valuation and there is a lack of transparency as to whether these quotes are based on information that is observable in the marketplace. Level 3 securities also include private placement debt securities whose fair value is determined using internal models with some inputs that are not market observable.

Equity Securities

Level 1 equity securities include publicly traded securities valued using quoted market prices. Level 2 securities are primarily valued using pricing for similar securities, recently executed transactions and other pricing models utilizing market observable inputs. Level 3 securities are primarily priced using broker/dealer quotes and internal models with some inputs that are not market observable.

Short Term Short-Term and Other Invested Assets

Securities that are actively traded or have quoted prices are classified as Level 1. These securities include money market funds and treasury bills. Level 2 primarily includes non-U.S. government securities for which all inputs are market observable. Fixed maturity securities purchased within one year of maturity are classified consistent with fixed maturity securities discussed above. Short-term investments as presented in the tables above differ from the amounts presented on the Consolidated Balance Sheets because certain short-term investments, such as time deposits, are not measured at fair value.

As of December 31, 2023 December 31, 2024 and December 31, 2022 December 31, 2023, there were \$75 \$79 million and \$72 million \$75 million of overseas deposits within Other invested assets, which can be redeemed at net asset value in 90 days or less. Overseas deposits are excluded from the fair value hierarchy because their fair value is recorded using the net asset value per share (or equivalent) practical expedient.

Other Liabilities

Level 2 securities include currency forward contracts valued using observable market forward rates.

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Significant Unobservable Inputs

The following tables present quantitative information about the significant unobservable inputs utilized by the Company in the fair value measurements of Level 3 assets. Valuations for assets and liabilities not presented in the tables below are primarily based on broker/dealer quotes for which there is a lack of transparency as to inputs used to develop the valuations. The quantitative detail of these unobservable inputs is neither provided nor reasonably available to the Company. The weighted average rate is calculated based on fair value.

December 31, 2024	Estimated Fair Value		Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
	(In millions)				
Fixed maturity securities	\$ 1,724		Discounted cash flow	Credit spread	1% - 6% (2%)
December 31, 2023	Estimated Fair Value		Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
	(In millions)				
Fixed maturity securities	\$ 1,495		Discounted cash flow	Credit spread	1% - 7% (2%)
December 31, 2022	Estimated Fair Value		Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
	(In millions)				
Fixed maturity securities	\$ 1,177		Discounted cash flow	Credit spread	1% - 8% (2%)

For fixed maturity securities, an increase to the credit spread assumptions would result in a lower fair value measurement.

Financial Assets and Liabilities Not Measured at Fair Value

The carrying amount and estimated fair value of the Company's financial assets and liabilities which are not measured at fair value on the Consolidated Balance Sheets are presented in the following tables.

December 31, 2023	Carrying Amount (In millions)	Estimated Fair Value				Carrying Amount (In millions)	Level 1 Level 2 Level 3 Total		
		Estimated Fair Value							
		Level 1	Level 2	Level 3	Total				
Assets	Carrying Amount (In millions)					Carrying Amount (In millions)	Level 1 Level 2 Level 3 Total		
Mortgage loans									
Mortgage loans									
Mortgage loans									
Liabilities									

Short-term debt												
Short-term debt												
Short-term debt												
Long-term debt												
December 31, 2022	Carrying Amount	Estimated Fair Value										
December 31, 2023	Carrying Amount	Estimated Fair Value										
(In millions)	(In millions)	Carrying Amount	Level 1	Level 2	Level 3	Total	(In millions)	Carrying Amount	Level 1	Level 2	Level 3	Total
Assets												
Mortgage loans												
Mortgage loans												
Mortgage loans												
Liabilities												
Liabilities												
Liabilities												
Short-term debt												
Short-term debt												
Short-term debt												
Long-term debt												

The carrying amounts reported on the Consolidated Balance Sheets for Cash, Short-term investments not carried at fair value, Accrued investment income and certain Other assets and Other liabilities approximate fair value due to the short term short-term nature of these items. These assets and liabilities are not listed in the tables above.

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Note D. Income Taxes

The CNA Tax Group is included in the consolidated federal income tax return of Loews and its eligible subsidiaries. Loews and the Company have agreed that for each taxable year, the Company will 1) be paid by Loews the amount, if any, by which the Loews consolidated federal income tax liability is reduced by virtue of the inclusion of the CNA Tax Group in the Loews consolidated federal income tax return, or 2) pay to Loews an amount, if any, equal to the federal income tax that would have been payable by the CNA Tax Group filing a separate consolidated tax return. In the event that Loews should have a net operating loss in the future computed on the basis of filing a separate consolidated tax return without the CNA Tax Group, the Company may be required to repay tax recoveries previously received from Loews. This agreement may be canceled by either party upon 30 days written notice.

For the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, the Company paid \$186 million, \$263 million \$254 million and \$238 \$254 million to Loews related to federal income taxes.

For 2021 2022 through 2023, 2024, Loews and the Company participate in the Internal Revenue Service (IRS) Compliance Assurance Process (CAP), which is a voluntary program for large corporations. Under CAP, the IRS conducts a real-time audit and works contemporaneously with the Company to resolve any issues prior to the filing of the tax return. For 2021 and 2023, the Company was selected to participate in the phase of CAP reserved for taxpayers whose risk of noncompliance does did not warrant support use of IRS resources. The Company believes that this approach participation in CAP should reduce tax-related uncertainties, if any.

As of December 31, 2023 December 31, 2024 and 2022, 2023, there were no unrecognized tax benefits.

The Company recognizes interest accrued related to unrecognized tax benefits and tax refund claims in Income tax (expense) benefit on the Consolidated Statements of Operations. The Company recognizes penalties (if any) in Income tax (expense) benefit on the Consolidated Statements of Operations. During 2024, 2023 2022 and 2021 2022 the Company recognized no interest and no penalties. There were no amounts accrued for interest or penalties as of December 31, 2023 December 31, 2024 or 2022, 2023.

The following table presents a reconciliation between the Company's income tax expense at statutory rates and the recorded income tax expense.

Years ended December 31	2023	2022 (1)	2021 (1)
(In millions)			
Income tax expense at statutory rates	\$ (319)	\$ (172)	\$ (308)
Tax benefit from tax exempt income	30	41	51
Foreign taxes and credits	(5)	15	(3)
State income tax expense	(13)	(10)	(13)
Other tax expense	(6)	(6)	(5)
Income tax expense	\$ (313)	\$ (132)	\$ (278)

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Income tax expense at statutory rates	\$ (254)	\$ (319)	\$ (172)
Tax benefit from tax exempt income	25	30	41
Foreign taxes and credits	(3)	(5)	15
State income tax expense	(12)	(13)	(10)
Other tax expense	(8)	(6)	(6)
Income tax expense	\$ (252)	\$ (313)	\$ (132)

As of December 31, 2023 December 31, 2024, no deferred taxes are required on the undistributed earnings of subsidiaries subject to tax.

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The following table presents the current and deferred components of the Company's income tax expense.

Years ended December 31	2023	2022 (1)	2021 (1)
(In millions)			
Current tax expense	\$ (311)	\$ (221)	\$ (235)
Deferred tax (expense) benefit	(2)	89	(43)
Total income tax expense	\$ (313)	\$ (132)	\$ (278)

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Current tax expense	\$ (297)	\$ (311)	\$ (221)
Deferred tax benefit (expense)	45	(2)	89
Total income tax expense	\$ (252)	\$ (313)	\$ (132)

Total income tax presented above includes foreign tax expense of approximately \$63 million, \$52 million \$1 million and \$18 \$1 million related to pretax income from foreign operations of approximately \$202 million, \$198 million \$141 million and \$124 \$141 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Foreign tax expense for the year ended December 31, 2022 included a \$10 million tax benefit for the revaluation of net deferred tax assets related to a U.K. tax rate change.

The deferred tax effects of the significant components of the Company's deferred tax assets and liabilities are presented in the following table.

December 31	2023	2022 (1)
(In millions)		
Deferred Tax Assets:		
Insurance reserves:		
Property and casualty claim and claim adjustment expense reserves	\$ 202	\$ 178
Unearned premium reserves	213	198
Policyholder reserves	160	75
Deferred Revenue	62	64
Employee benefits	23	35
Deferred retroactive reinsurance benefit	88	89
Net unrealized losses	418	706
Other assets	111	116
Gross deferred tax assets	1,277	1,461
Deferred Tax Liabilities:		
Investment valuation differences	83	59
Deferred acquisition costs	126	113
Net unrealized gains	—	—
Software and hardware	18	21
Other liabilities	34	17
Gross deferred tax liabilities	261	210

Net deferred tax asset	\$	1,016	\$	1,251
(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.				
December 31				
(In millions)				
Deferred Tax Assets:				
Insurance reserves:				
Property and casualty claim and claim adjustment expense reserves	\$	234	\$	202
Unearned premium reserves		225		213
Policyholder reserves		—		160
Deferred revenue		59		62
Employee benefits		13		23
Deferred retroactive reinsurance benefit		89		88
Net unrealized losses		494		418
Other assets		107		111
Gross deferred tax assets		1,221		1,277
Deferred Tax Liabilities:				
Investment valuation differences		130		83
Deferred acquisition costs		140		126
Policyholder reserves		48		—
Software and hardware		17		18
Other liabilities		36		34
Gross deferred tax liabilities		371		261
Net deferred tax asset	\$	850	\$	1,016

As of December 31, 2023 December 31, 2024, the CNA Tax Group had no loss carryforwards and a tax credit carryforward of \$2 million \$8 million which expires in 2033 2034. The foreign operations had loss carryforwards of \$169 \$138 million, which have no expiration. The foreign operations had a tax credit carryforward of \$9 \$10 million, which has no expiration.

Although realization of deferred tax assets is not assured, management believes it is more likely than not that the recognized net deferred tax asset will be realized through recoupment of ordinary and capital taxes paid in prior carryback years and through future earnings, reversal of existing temporary differences and available tax planning strategies. As a result, no valuation allowance was recorded as of December 31, 2023 December 31, 2024 or 2022, 2023.

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Note E. Claim and Claim Adjustment Expense Reserves

Claim and claim adjustment expense reserves represent the estimated amounts necessary to resolve all outstanding claims, including incurred but not reported (IBNR) claims as of the reporting date. The Company's reserve projections are based primarily on detailed analysis of the facts in each case, the Company's experience with similar cases and various historical development patterns. Consideration is given to historical patterns such as claim reserving trends and settlement practices, loss payments, pending levels of unpaid claims and product mix, economic, medical and social inflation, and public attitudes. All of these factors can affect the estimation of claim and claim adjustment expense reserves.

Establishing claim and claim adjustment expense reserves, including claim and claim adjustment expense reserves for catastrophic events that have occurred, is an estimation process. Many factors can ultimately affect the final settlement of a claim and, therefore, the necessary reserve. Changes in the law, results of litigation, medical costs, the cost of repair materials and labor rates can affect ultimate claim costs. In addition, time can be a critical part of reserving determinations since the longer the span between the incidence of a loss and the payment or settlement of the claim, the more variable the ultimate settlement amount can be. Accordingly, short-tail claims, such as property damage claims, tend to be more reasonably estimable than long-tail claims, such as workers' compensation, general liability and professional liability claims. Claim and claim adjustment expense reserves are also maintained for the Company's structured settlement obligations. In developing the claim and claim adjustment expense reserve estimates for structured settlement obligations, the Company's actuaries review mortality experience on an annual basis. Adjustments to prior year reserve estimates, if necessary, are reflected in the results of operations in the period that the need for such adjustments is determined. There can be no assurance that the Company's ultimate cost for insurance losses will not exceed current estimates.

Liability for Unpaid Claim and Claim Adjustment Expenses

The table below reconciles the net liability for unpaid claim and claim adjustment expenses to the amount presented on the Consolidated Balance Sheets.

As of December 31

(In millions)

		2023	2024
Net liability for unpaid claim and claim adjustment expenses:			
Specialty		\$ 5,916	5,979
Commercial		9,021	9,939
International		2,276	2,416
Life & Group ⁽¹⁾		582	541
Corporate & Other		368	388
Total net claim and claim adjustment expenses		18,163	19,263
Reinsurance receivables: ⁽²⁾			
Specialty		1,215	1,447
Commercial		1,082	1,397
International		433	504
Life & Group		93	81
Corporate & Other ⁽³⁾		2,318	2,284
Total reinsurance receivables		5,141	5,713
Total gross liability for unpaid claim and claim adjustment expenses		\$ 23,304	24,976

(1) The Life & Group segment amounts are related to unfunded structured settlements arising from short-duration contracts.

(2) Reinsurance receivables presented are gross of the allowance for uncollectible reinsurance and do not include reinsurance receivables related to paid losses.

(3) The Corporate & Other Reinsurance receivables are primarily related to A&EP claims covered under the A&EP Loss Portfolio Transfer (LPT).

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The following table presents a reconciliation between beginning and ending claim and claim adjustment expense reserves.

As of or for the years ended December 31

(In millions)

(In millions)

(In millions)

	2023	2022 ⁽¹⁾	2021 ⁽¹⁾	2024	2023	2022
Reserves, beginning of year:						
Gross						
Gross						
Gross						
Ceded						
Net reserves, beginning of year						
Reduction of net reserves due to Excess Workers' Compensation Loss Portfolio Transfer						
Net incurred claim and claim adjustment expenses:						
Provision for insured events of current year						
Provision for insured events of current year						
Provision for insured events of current year						
Increase (decrease) in provision for insured events of prior years						
Amortization of discount						
Total net incurred ⁽²⁾						
Total net incurred ⁽¹⁾						
Net payments attributable to:						
Current year events						
Current year events						
Current year events						
Prior year events						
Total net payments						
Foreign currency translation adjustment and other						

Net reserves, end of year

Ceded reserves, end of year

Gross reserves, end of year

(1) In conjunction with the Company's adoption of ASU 2018-12, at January 1, 2023, long-term care reserves for policyholders currently receiving benefits were reclassified from Claim and claim adjustment expenses into Future policy benefits and this change was applied retrospectively as of January 1, 2021. See Note A to the Consolidated Financial Statements for additional information.

(2) Total net incurred does not agree to Insurance claims and policyholders' benefits as reflected on the Consolidated Statements of Operations due to amounts related to retroactive reinsurance deferred gain accounting the loss on the Excess Workers' Compensation LPT (EWC LPT) and uncollectible reinsurance, which are not reflected in the table above.

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Reserving Methodology

In developing claim and claim adjustment expense reserve estimates, the Company's actuaries perform detailed reserve analyses that are staggered throughout the year. The data is organized at a reserve group level. Every reserve group is reviewed at least once during the year, but most are reviewed more frequently. The analyses generally review losses gross of ceded reinsurance and apply the ceded reinsurance terms to the gross estimates to establish estimates net of reinsurance. Factors considered include, but are not limited to, the historical pattern and volatility of the actuarial indications, the sensitivity of the actuarial indications to changes in paid and incurred loss patterns, the consistency of claims handling processes, the consistency of case reserving practices, changes in the Company's pricing and underwriting, pricing and underwriting trends in the insurance market and legal, judicial, geopolitical, social and economic trends. In addition to the detailed analyses, the Company reviews actual loss emergence for all products each quarter.

In developing the loss reserve estimates for property and casualty contracts, the Company generally projects ultimate losses using several common actuarial methods as listed below. The Company reviews the indications from the various methods and applies judgment to select an actuarial point estimate. The carried reserve may differ from the actuarial point estimate as a result of the Company's consideration of the factors noted above as well as the potential volatility of the projections associated with the specific product being analyzed and other factors affecting claims costs that may not be quantifiable through traditional actuarial analysis. The indicated required reserve is the difference between the selected ultimate loss and the inception-to-date paid losses. The difference between the selected ultimate loss and the case incurred or reported loss is IBNR. IBNR includes a provision for development on known cases as well as a provision for late reported incurred claims.

The most frequently utilized methods to project ultimate losses include the following:

- **Paid development:** The paid development method estimates ultimate losses by reviewing paid loss patterns and applying them to accident years with further expected changes in paid loss.
- **Incurred development:** The incurred development method is similar to the paid development method, but it uses case incurred losses instead of paid losses.
- **Loss ratio:** The loss ratio method multiplies premiums by an expected loss ratio to produce ultimate loss estimates for each accident year.
- **Bornhuetter-Ferguson paid loss:** The Bornhuetter-Ferguson paid loss method is a combination of the paid development approach and the loss ratio approach. This method normally determines expected loss ratios similar to the approach used to estimate the expected loss ratio for the loss ratio method.
- **Bornhuetter-Ferguson incurred loss:** The Bornhuetter-Ferguson incurred loss method is similar to the Bornhuetter-Ferguson using premiums and paid loss method except that it uses case incurred losses.
- **Frequency times severity:** The frequency times severity method multiplies a projected number of ultimate claims by an estimated ultimate average loss for each accident year to produce ultimate loss estimates.
- **Stochastic modeling:** The stochastic modeling method produces a range of possible outcomes based on varying assumptions related to the particular product being modeled.

For many exposures, especially those that can be considered long-tail, a particular accident or policy year may not have a sufficient volume of paid losses to produce a statistically reliable estimate of ultimate losses. In such a case, the Company's actuaries typically assign more weight to the incurred development method than to the paid development method. As claims continue to settle and the volume of paid loss increases, the actuaries may assign additional weight to the paid development method. For most of the Company's products, even the incurred losses for accident or policy years that are early in the claim settlement process will not be of sufficient volume to produce a reliable estimate of ultimate losses. In these cases, the Company may not assign much, if any weight to the paid and incurred development methods. The Company may use the loss ratio, Bornhuetter-Ferguson and/or frequency times severity methods. For short-tail exposures, the paid and incurred development methods can often be relied on sooner, primarily because the Company's history includes a sufficient number of years to cover the entire period over which paid and incurred losses are expected to change. However, the Company may also use the loss ratio, Bornhuetter-Ferguson and/or frequency times severity methods for short-

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tail exposures. For other more complex reserve groups where the above methods may not produce reliable indications, the Company uses additional methods tailored to the characteristics of the specific situation.

The Company's reserving methodologies for mass tort and A&EP are similar as both are based on detailed reviews of large accounts with estimates of ultimate payments based on the facts in each case and the Company's view of applicable law and coverage litigation.

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Gross and Net Carried Reserves

The following tables present the gross and net carried reserves.

December 31, 2023		Specialty	Commercial	International	Life & Group	Corporate & Other	Total
December 31, 2024		(In millions)	Commercial	International	Life & Group	Corporate & Other	Total
Gross Case Reserves							
Gross Case Reserves							
Gross Case Reserves							
Gross IBNR Reserves							
Total Gross Carried Claim and Claim Adjustment Expense Reserves							
Net Case Reserves							
Net IBNR Reserves							
Total Net Carried Claim and Claim Adjustment Expense Reserves							
December 31, 2022							
(In millions)		Specialty	Commercial	International	Life & Group ⁽¹⁾	Corporate & Other	Total
Gross Case Reserves	\$ 1,529	\$ 3,156	\$ 817	\$ 647	\$ 1,428	\$ 7,577	
Gross IBNR Reserves	5,349	6,239	1,586	48	1,321	14,543	
Total Gross Carried Claim and Claim Adjustment Expense Reserves	\$ 6,878	\$ 9,395	\$ 2,403	\$ 695	\$ 2,749	\$ 22,120	
Net Case Reserves	\$ 1,310	\$ 2,809	\$ 686	\$ 567	\$ 137	5,509	
Net IBNR Reserves	4,253	5,621	1,317	27	202	11,420	
Total Net Carried Claim and Claim Adjustment Expense Reserves	\$ 5,563	\$ 8,430	\$ 2,003	\$ 594	\$ 339	\$ 16,929	

(1) In conjunction with the Company's adoption of ASU 2018-12, at January 1, 2023, long-term care reserves for policyholders currently receiving benefits were reclassified from Claim and claim adjustment expenses into Future policy benefits and this change was applied retrospectively as of January 1, 2021. See Note A to the Consolidated Financial Statements for additional information.

December 31, 2023		Specialty	Commercial	International	Life & Group	Corporate & Other	Total
(In millions)							
Gross Case Reserves	\$ 1,604	\$ 3,291	\$ 864	\$ 626	\$ 1,353	\$ 7,738	
Gross IBNR Reserves	5,527	6,812	1,845	49	1,333	15,566	
Total Gross Carried Claim and Claim Adjustment Expense Reserves	\$ 7,131	\$ 10,103	\$ 2,709	\$ 675	\$ 2,686	\$ 23,304	
Net Case Reserves	\$ 1,392	\$ 2,878	\$ 708	\$ 556	\$ 129	5,663	
Net IBNR Reserves	4,524	6,143	1,568	26	239	12,500	
Total Net Carried Claim and Claim Adjustment Expense Reserves	\$ 5,916	\$ 9,021	\$ 2,276	\$ 582	\$ 368	\$ 18,163	

Net Prior Year Development

Changes in estimates of claim and claim adjustment expense reserves, net of reinsurance, for prior years are defined as net prior year loss reserve development (development). These changes can be favorable or unfavorable. The following table presents development recorded for the Specialty, Commercial, International and Corporate & Other segments.

Years ended December 31

(In millions)	2023	2022	2021	2024	2023	2022
Pretax (favorable) unfavorable development:						
Specialty						
Specialty						
Specialty						
Commercial						
International						
Corporate & Other						
Total pretax (favorable) unfavorable development						

Unfavorable development of \$79 million, \$71 million, \$64 million, and \$60 million was recorded within the Corporate & Other segment for the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022 largely associated with legacy mass tort abuse claims. The 2022 unfavorable development also included the Diocese of Rochester proposed settlement.

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Segment Development Tables

For the Specialty, Commercial and International segments, the following tables present further detail and commentary on the development reflected in the financial statements for each of the periods presented. Also presented are loss reserve development tables that illustrate the change over time of reserves established for claim and allocated claim adjustment expenses arising from short-duration insurance contracts for certain lines of business within each of these segments. Not all lines of business or segments are presented based on their context to the Company's overall loss reserves, calendar year reserve development, or calendar year net earned premiums. Insurance contracts are considered to be short-duration contracts when the contracts are not expected to remain in force for an extended period of time.

The Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses tables, reading across, show the cumulative net incurred claim and allocated claim adjustment expenses relating to each accident year at the end of the stated calendar year. Changes in the cumulative amount across time are the result of the Company's expanded awareness of additional facts and circumstances that pertain to the unsettled claims. The Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses tables, reading across, show the cumulative amount paid for claims for each accident year as of the end of the stated calendar year. The Net Strengthening or (Releases) of Prior Accident Year Reserves tables, reading across, show the net increase or decrease in the cumulative net incurred accident year claim and allocated claim adjustment expenses during each stated calendar year and indicates whether the reserves for that accident year were strengthened or released.

The information in the tables is reported on a net basis after reinsurance and does not include the effects of discounting. The information contained in calendar years 2022 2023 and prior is unaudited. Information contained in the tables pertaining to the Company's International segment has been presented at the year-end 2023 2024 foreign currency exchange rates for all periods presented to remove the effects of foreign currency exchange rate changes between calendar years. The Company has presented development information for the Hardy business, the Company's Lloyd's syndicate, prospectively from the date of acquisition and is presented as a separate table within the Company's International segment. To the extent the Company enters into a commutation, the transaction is reported on a prospective basis. To the extent that the Company enters into a disposition, the effects of the disposition are reported on a retrospective basis by removing the balances associated with the disposed of business.

The amounts reported for the cumulative number of reported claims include direct and assumed open and closed claims by accident year at the claimant level. The number excludes claim counts for claims within a policy deductible where the insured is responsible for payment of losses in the deductible layer. Claim count data for certain assumed reinsurance contracts is unavailable.

IBNR includes reserves for incurred but not reported losses and expected development on case reserves. The Company does not establish case reserves for allocated loss adjusted expenses (ALAE), therefore ALAE reserves are also included in the estimate of IBNR.

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Specialty

The following table presents further detail of the development recorded for the Specialty segment.

Years ended December 31

(In millions)

(In millions)

(In millions)

Pretax (favorable) unfavorable development:

Medical Professional Liability

Medical Professional Liability

Medical Professional Liability

Other Professional Liability and Management Liability

Surety

Warranty

Other

Total pretax (favorable) unfavorable development

2024

Unfavorable development in other professional liability and management liability was primarily due to higher than expected claim severity and frequency in the Company's professional errors and omissions (E&O) and cyber businesses.

Favorable development in surety was primarily due to lower than expected frequency and lack of systemic activity in multiple accident years.

Unfavorable development in warranty was primarily due to higher than expected frequency and severity in a recent accident year.

2023

Unfavorable development in other professional liability and management liability was primarily due to higher than expected claim severity and frequency in the Company's professional errors and omissions (E&O) E&O businesses in multiple accident years.

Favorable development in surety was primarily due to lower than expected frequency and lack of systemic activity in multiple accident years.

Favorable development in warranty was due to lower than expected loss emergence in a recent accident year.

2022

Unfavorable development in medical professional liability was due to higher than expected large loss activity in multiple accident years.

Unfavorable development in other professional liability and management liability was due to higher than expected claim severity and frequency in the Company's cyber and professional E&O businesses in multiple accident years.

Favorable development in surety was primarily due to lower than expected frequency and lack of systemic activity in recent accident years.

Favorable development in warranty was due to lower than expected loss emergence in a recent accident year.

2021

Unfavorable development in medical professional liability was due to higher than expected large loss activity in recent accident years.

Unfavorable development in other professional liability and management liability was due to higher than expected frequency of large losses in multiple accident years, and higher than expected claim severity and frequency in the Company's cyber business in recent accident years.

Favorable development in surety was primarily due to lower than expected frequency and lack of systemic activity in recent accident years.

Favorable development in warranty was due to lower than expected loss emergence in a recent accident year.

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Specialty - Line of Business Composition

The table below provides the line of business composition of the net liability for unpaid claim and claim adjustment expenses for the Specialty segment.

As of December 31

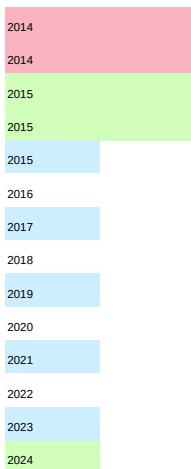
(In millions)

Net liability for unpaid claim and claim adjustment expenses:		
Medical Professional Liability	\$ 1,460	1,425
Other Professional Liability and Management Liability	\$ 3,897	3,967
Surety	\$ 468	493
Warranty	\$ 28	46
Other	\$ 63	48
Total net liability for unpaid claim and claim adjustment expenses	\$ 5,916	5,979

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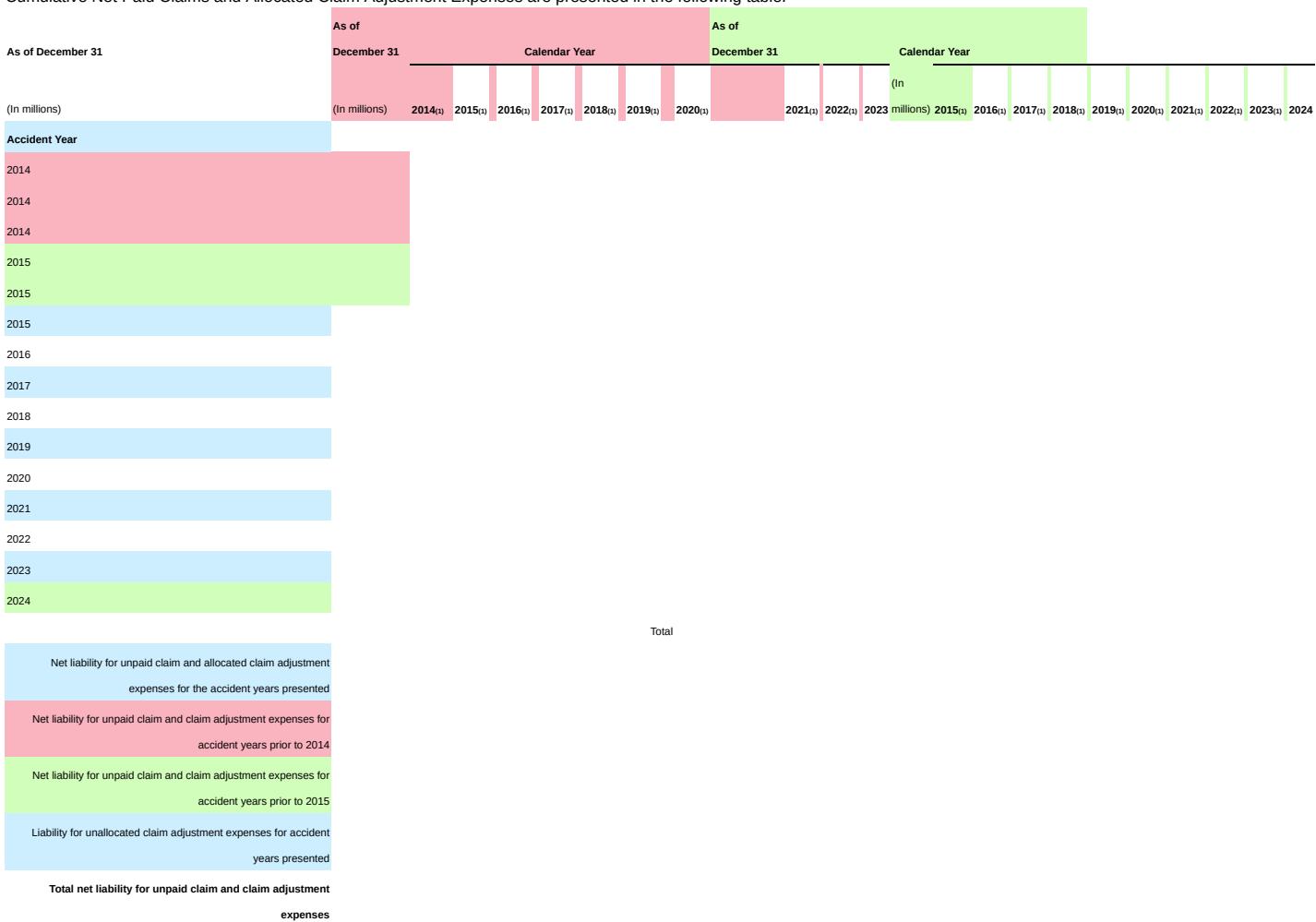
Specialty - Medical Professional Liability

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.



Total

Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31

(In millions)

(In millions)

(In millions)





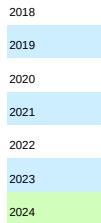
(1) Data presented for these calendar years is required supplemental information, which is unaudited.

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Specialty - Other Professional Liability and Management Liability

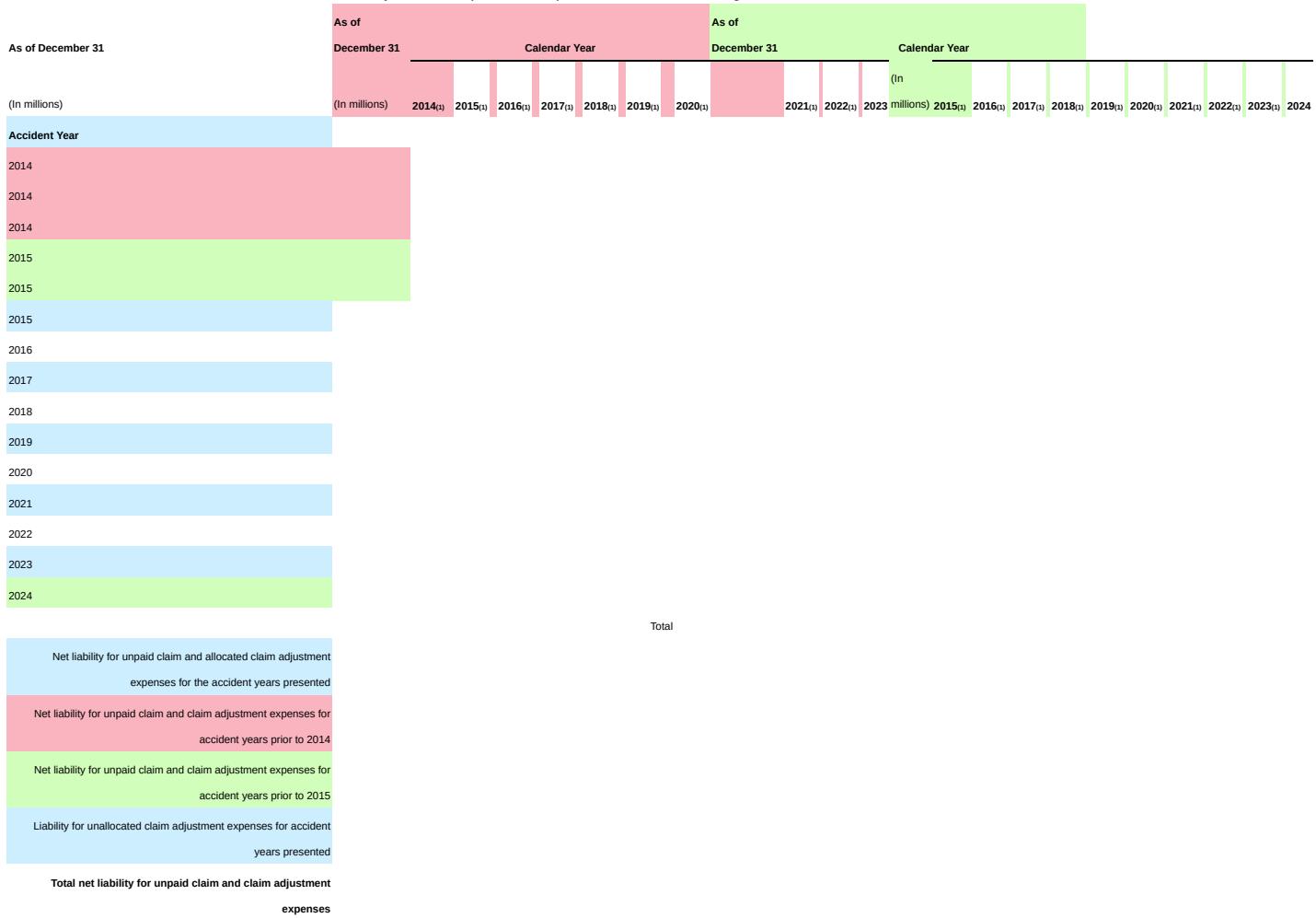
Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.

As of December	As of December	As of December										As of December														
		Calendar Year					31, 2023	31	Calendar Year				31, 2024													
(in millions, except reported claims data)	(in millions, except reported claims data)	2014 ⁽¹⁾	2015 ⁽¹⁾	2016 ⁽¹⁾	2017 ⁽¹⁾	2018 ⁽¹⁾	2019 ⁽¹⁾	2020 ⁽¹⁾	2021 ⁽¹⁾	2022 ⁽¹⁾	2023	IBNR	Cumulative Number of Claims	(in millions, except reported claims data)	2015 ⁽¹⁾	2016 ⁽¹⁾	2017 ⁽¹⁾	2018 ⁽¹⁾	2019 ⁽¹⁾	2020 ⁽¹⁾	2021 ⁽¹⁾	2022 ⁽¹⁾	2023 ⁽¹⁾	2024	IBNR	Cumulative Number of Claims
Accident Year																										
2014																										
2014																										
2014																										
2015																										
2015																										
2015																										
2016																										
2017																										



Total

Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31

(in millions)

(in millions)

(in millions)

Accident Year

2014

2014

2014

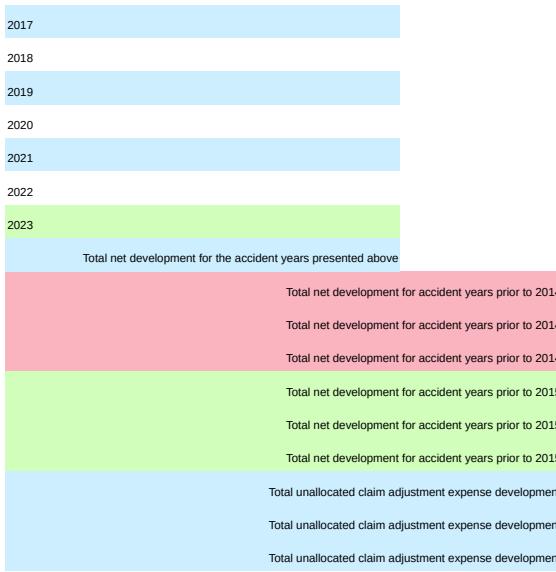
2015

2015

2015

2016

2015⁽¹⁾ 2016⁽¹⁾ 2017⁽¹⁾ 2018⁽¹⁾ 2019⁽¹⁾ 2020⁽¹⁾ 2021⁽¹⁾ 2022⁽¹⁾ 2023 Total 2016⁽¹⁾ 2017⁽¹⁾ 2018⁽¹⁾ 2019⁽¹⁾ 2020⁽¹⁾ 2021⁽¹⁾ 2022⁽¹⁾ 2023 Total



Total

Total

Total

(1) Data presented for these calendar years is required supplemental information, which is unaudited.

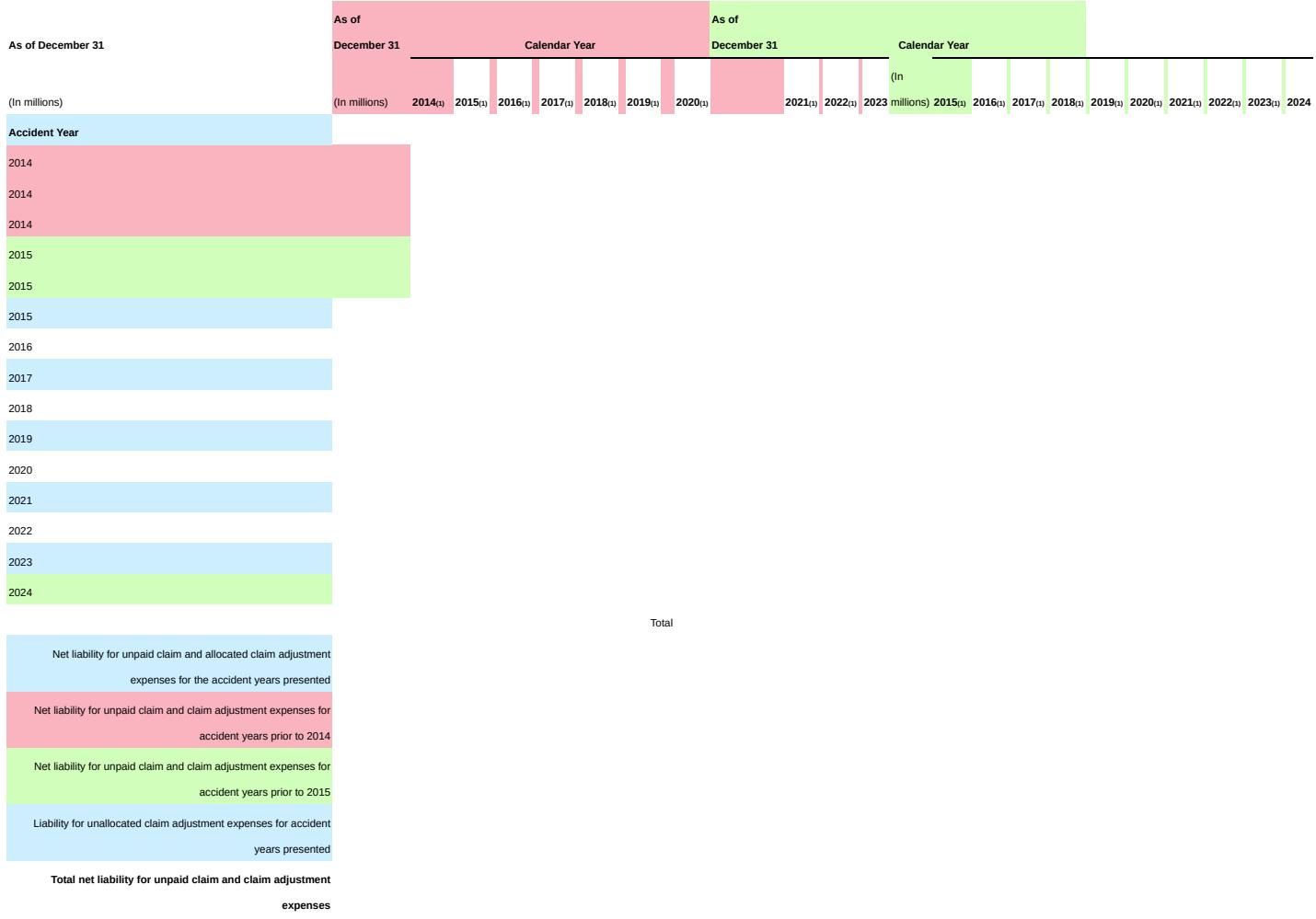
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Specialty - Surety

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.

As of December	As of December	Calendar Year										As of December	As of December	As of December	
		31	31	31	31	31	31	31	31	31	31				
(In millions, except reported claims data)	(In millions, except reported claims data)	2014 ⁽¹⁾	2015 ⁽¹⁾	2016 ⁽¹⁾	2017 ⁽¹⁾	2018 ⁽¹⁾	2019 ⁽¹⁾	2020 ⁽¹⁾	2021 ⁽¹⁾	2022 ⁽¹⁾	2023 ⁽¹⁾	IBNR	Cumulative Number of Claims	(In millions, except reported claims data)	2015 ⁽¹⁾
Accident Year															2016 ⁽¹⁾
2014															2017 ⁽¹⁾
2014															2018 ⁽¹⁾
2014															2019 ⁽¹⁾
2015															2020 ⁽¹⁾
2015															2021 ⁽¹⁾
2015															2022 ⁽¹⁾
2016															2023 ⁽¹⁾
2016															2024
2017															
2018															
2019															
2020															
2021															
2022															
2023															
2024															
														Total	

Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31

(In millions)

(In millions)

(In millions)

Accident Year

2014

2014

2014

2015

2015

2015

2016

2017

2018

2019

2020

2021

2022

2023

Total net development for the accident years presented above

Total net development for accident years prior to 2014
Total net development for accident years prior to 2014
Total net development for accident years prior to 2014
Total net development for accident years prior to 2015
Total net development for accident years prior to 2015
Total net development for accident years prior to 2015
Total unallocated claim adjustment expense development
Total unallocated claim adjustment expense development
Total unallocated claim adjustment expense development
Total
Total
Total

(1) Data presented for these calendar years is required supplemental information, which is unaudited.

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Commercial

The following table presents further detail of the development recorded for the Commercial segment.

Years ended December 31

(In millions)

(In millions)

(In millions)

Pretax (favorable) unfavorable development:

Commercial Auto

Commercial Auto

Commercial Auto

General Liability

Workers' Compensation

Property and Other

Total pretax (favorable) unfavorable development

2024

Unfavorable development in commercial auto was due to higher than expected claim severity in recent accident years.

Unfavorable development in general liability was due to higher than expected claim severity in multiple accident years going back to 2015.

Favorable development in workers' compensation was due to favorable medical trends driving lower than expected severity in multiple accident years.

2023

Unfavorable development in commercial auto was due to higher than expected claim severity in the Company's construction business in a recent accident year.

Unfavorable development in general liability was due to higher than expected claim severity in the Company's construction and middle market businesses across multiple accident years.

Favorable development in workers' compensation was due to favorable medical trends driving lower than expected severity in multiple accident years.

2022

Unfavorable development in commercial auto and general liability was due to higher than expected claim severity across multiple accident years.

Favorable development in workers' compensation was due to favorable medical trends driving lower than expected severity in multiple accident years.

2021

Unfavorable development in commercial auto was due to higher than expected claim severity in the Company's middle market and construction businesses in multiple accident years.

Unfavorable development in general liability was due to higher than expected claim severity in the Company's construction and umbrella businesses in multiple accident years.

Favorable development in workers' compensation was due to favorable medical trends driving lower than expected severity in multiple accident years.

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Commercial - Line of Business Composition

The table below provides the line of business composition of the net liability for unpaid claim and claim adjustment expenses for the Commercial segment.

As of December 31

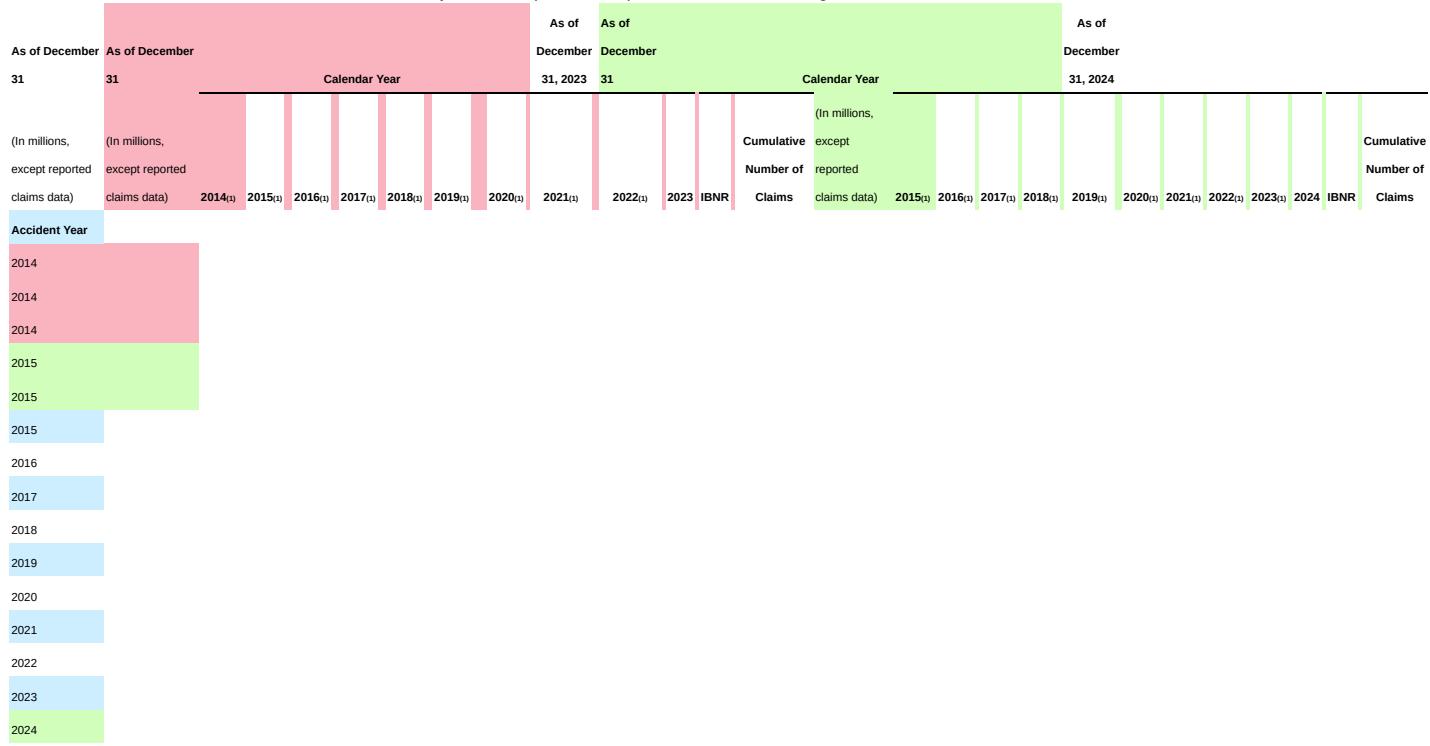
(In millions)

Net Claim and claim adjustment expenses:		
Commercial Auto	\$	926 1,247
General Liability		3,780 4,356
Workers' Compensation		3,645 3,543
Property and Other		670 793
Total net liability for claim and claim adjustment expenses	\$	9,021 9,939

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Commercial - Commercial Auto

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.



Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



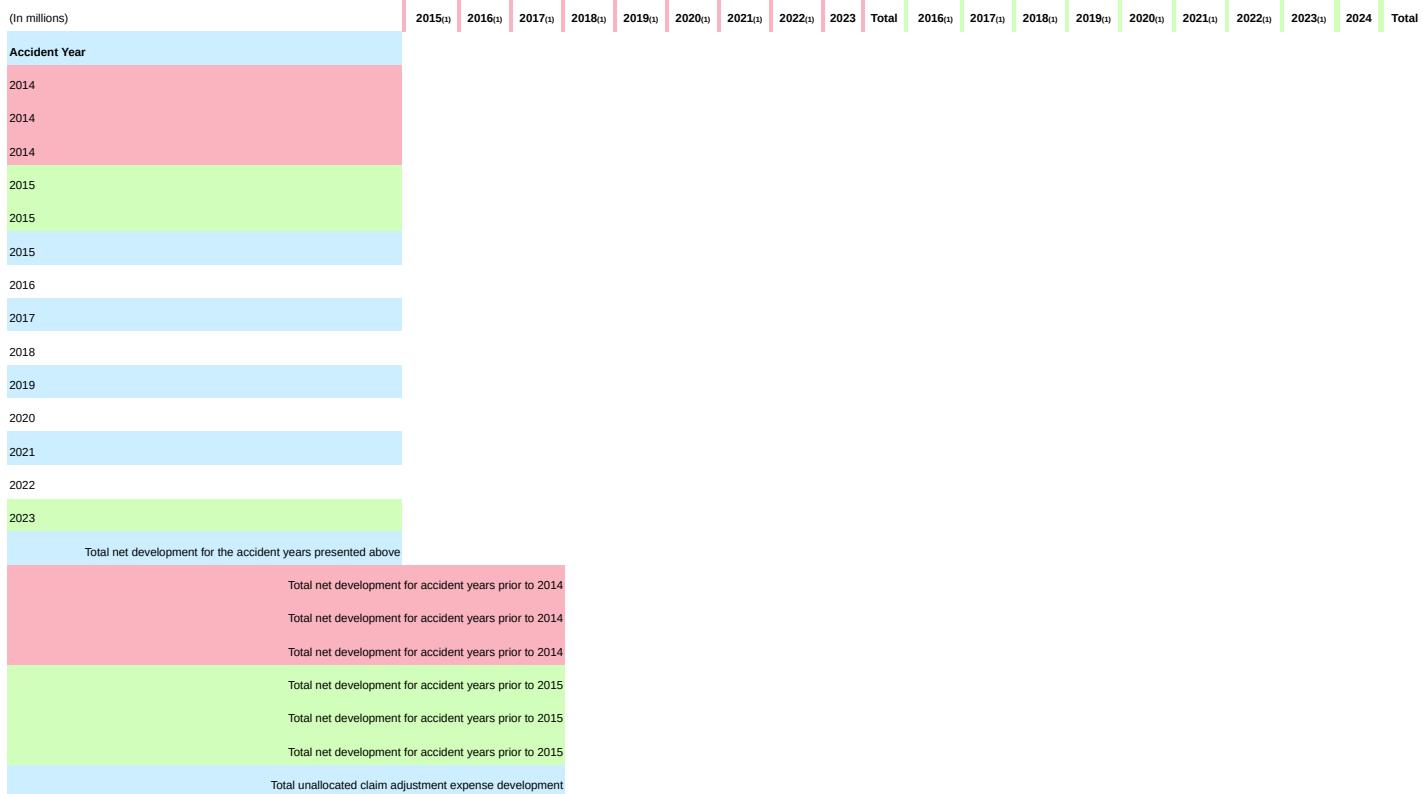


Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31

(In millions)

(In millions)



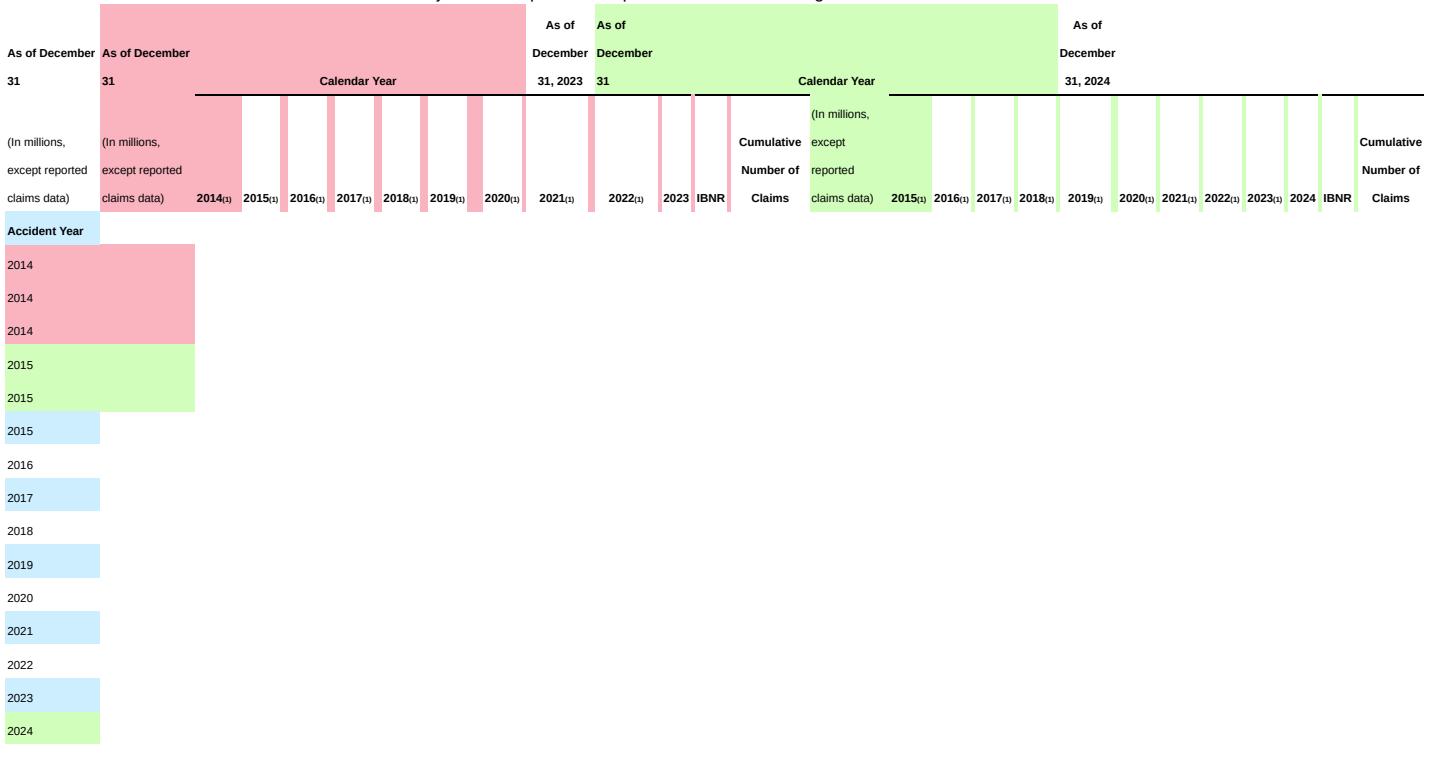
Total unallocated claim adjustment expense development	
Total unallocated claim adjustment expense development	
	Total

(1) Data presented for these calendar years is required supplemental information, which is unaudited.

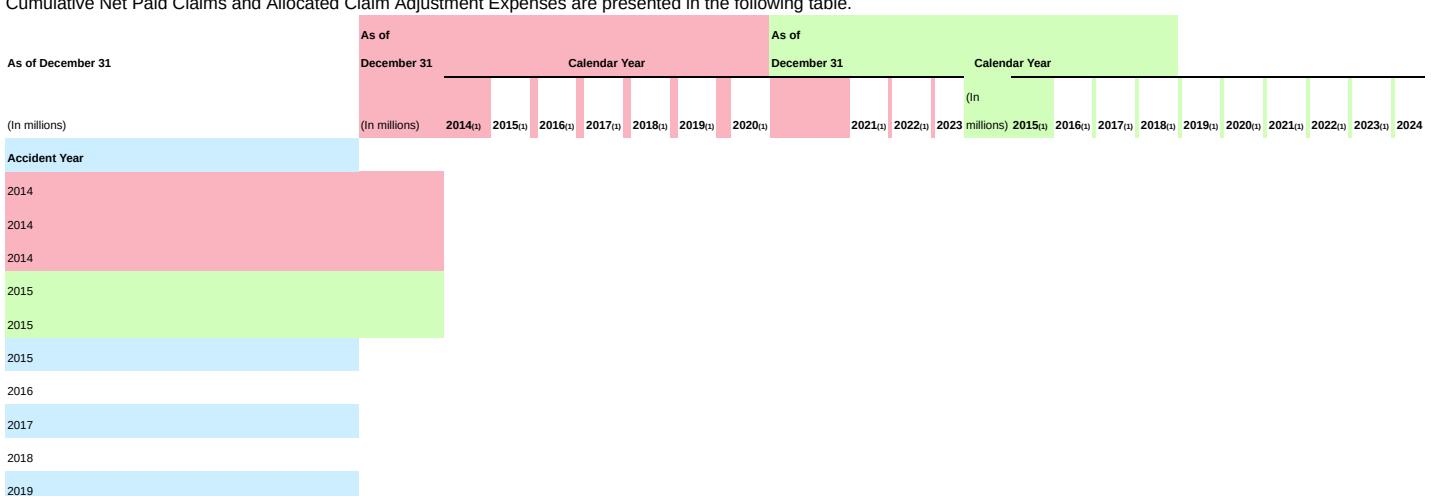
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Commercial - General Liability

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table:



Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



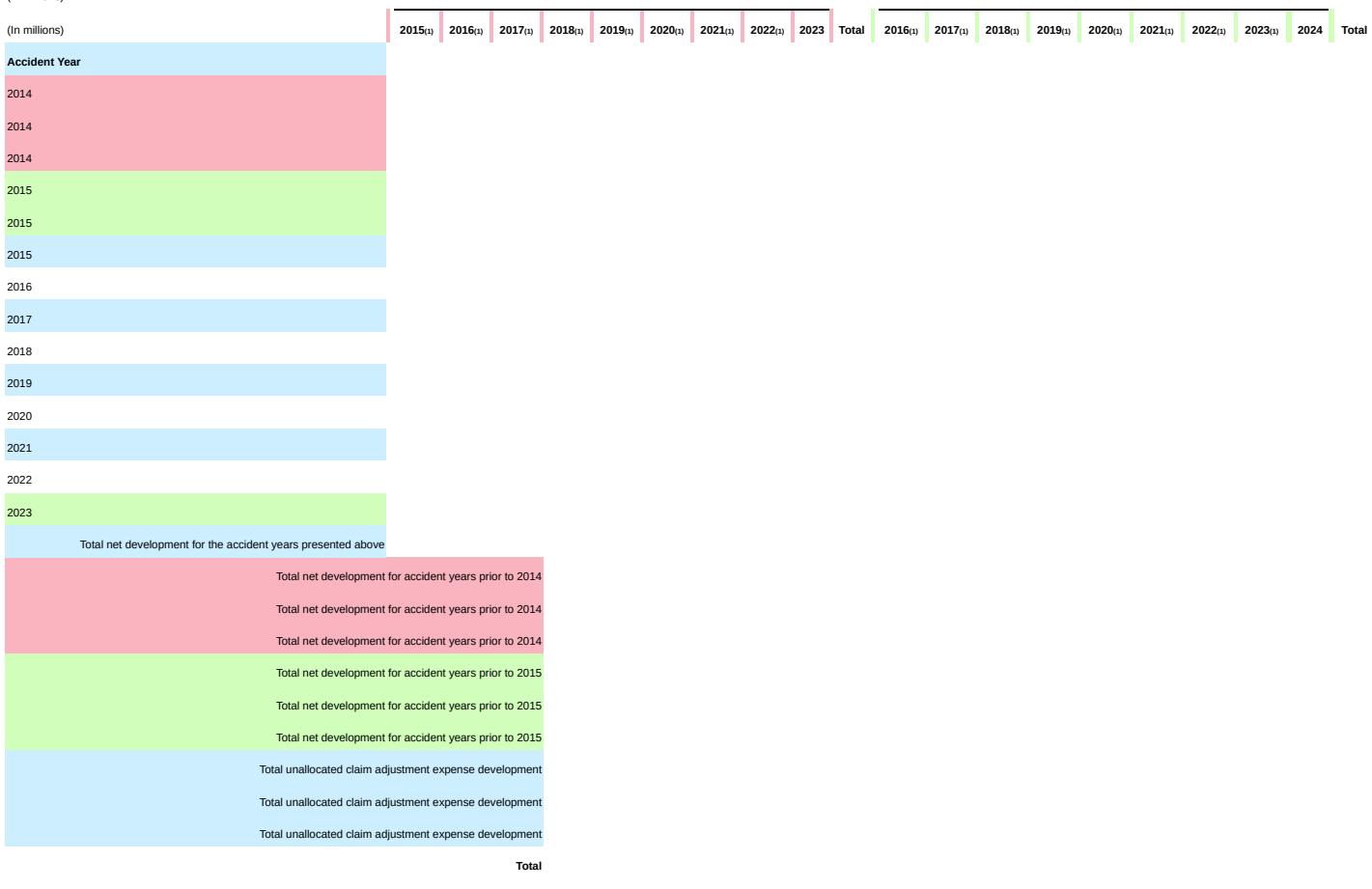
Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31

(In millions)

(In millions)

(In millions)

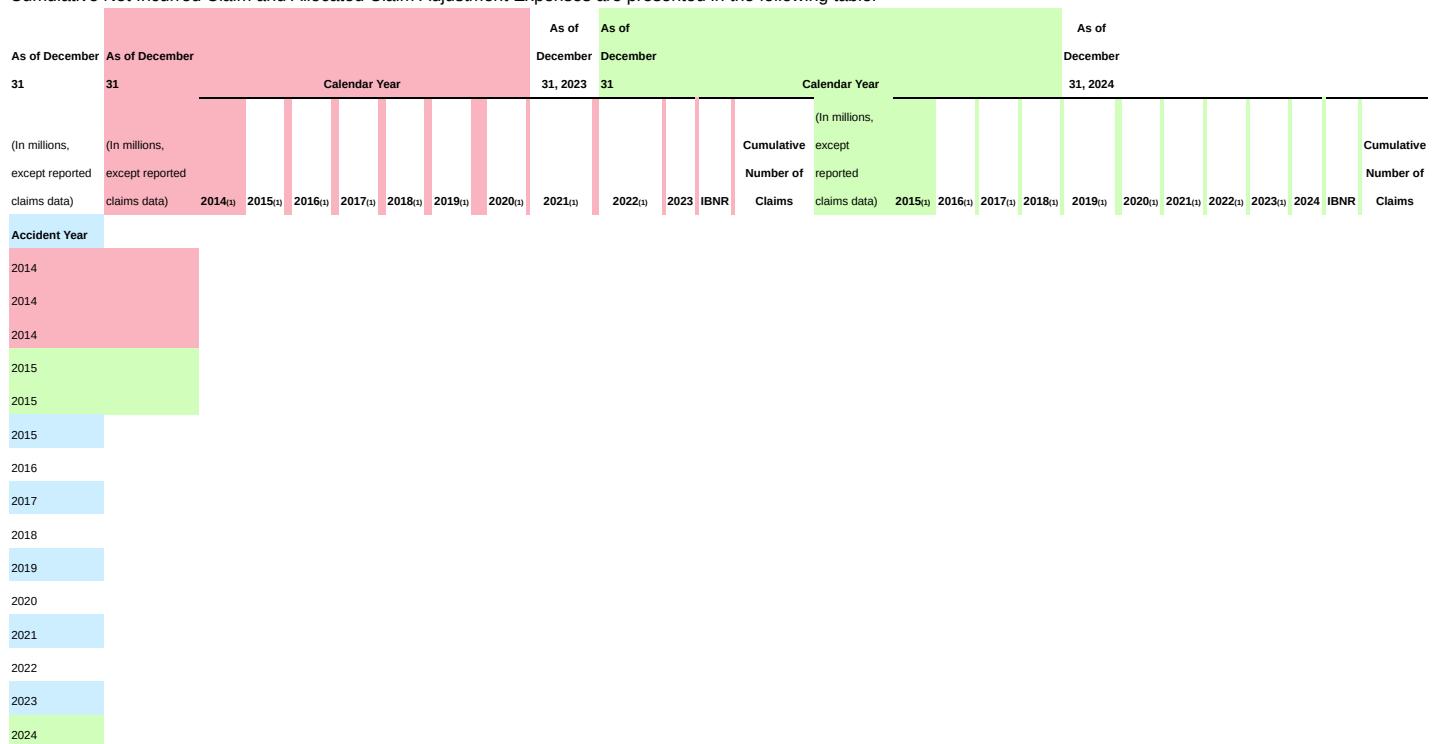


(1) Data presented for these calendar years is required supplemental information, which is unaudited.

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Commercial - Workers' Compensation

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.



Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



(1) Data presented for these calendar years is required supplemental information, which is unaudited.
(2) Other includes the effect of discounting lifetime claim reserves.

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The following table presents further detail of the development recorded for the International segment.

Years ended December 31

(In millions)

(In millions)

(In millions)

Pretax (favorable) unfavorable development:

Commercial

Commercial

Commercial

Specialty

Other

Total pretax (favorable) unfavorable development

2023

2022

2021

2024

2023

2022

2024

Favorable development in commercial was due to lower than expected loss emergence across multiple accident years in the Company's marine and property businesses.

2023

Favorable development in **Commercial** was due to lower than expected loss emergence across multiple accident years.

Unfavorable development in **Specialty** was due to higher than expected large loss emergence in the Company's medical treatment and professional liability businesses in multiple accident years.

2022

Favorable development in commercial was due to lower than expected loss emergence across multiple accident years.

2021

Favorable development in commercial was due to lower than expected loss emergence across multiple accident years.

Unfavorable development in specialty was due to higher than expected claim severity in the Company's medical treatment and professional liability businesses in multiple accident years.

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International - Line of Business Composition

The table below provides the composition of the net liability for unpaid claim and claim adjustment expenses for the International segment.

As of December 31

(In millions)

2023 2024

Net Claim and claim adjustment expenses:

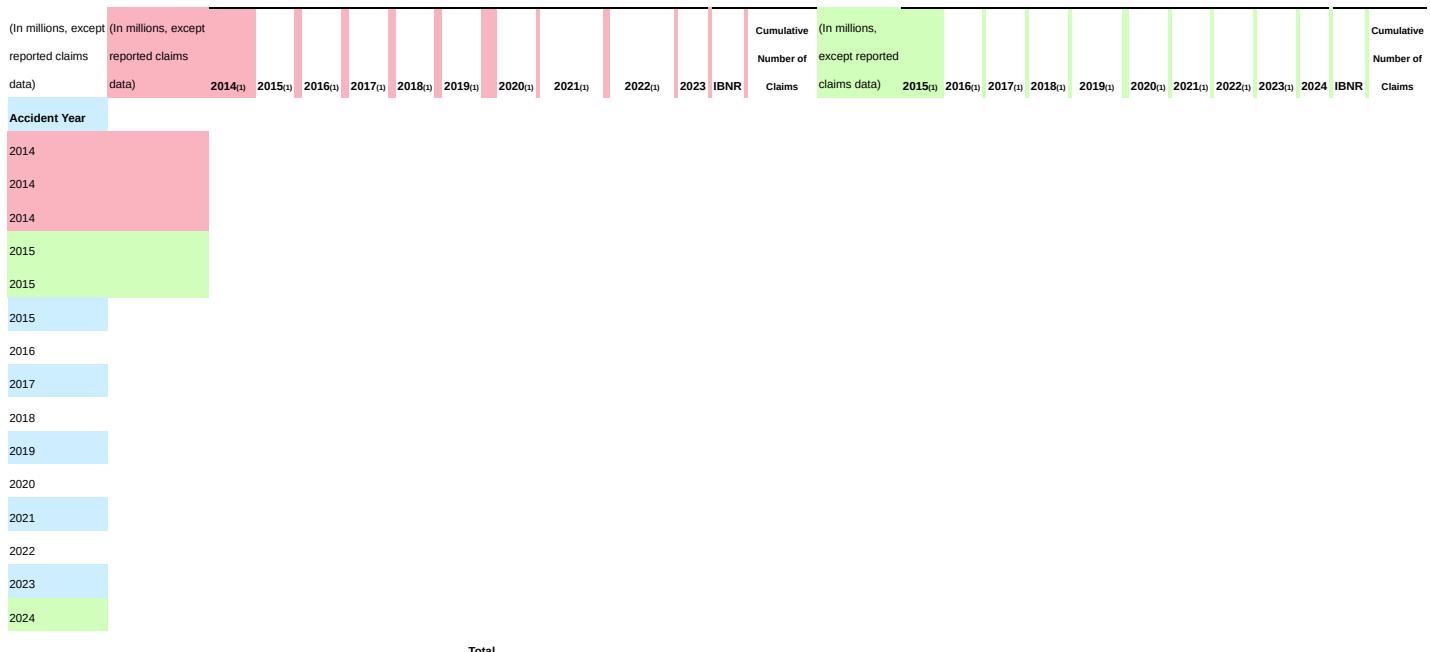
International excluding Hardy	\$	1,655	1,754
Hardy		621	662
Total net liability for claim and claim adjustment expenses	\$	2,276	2,416

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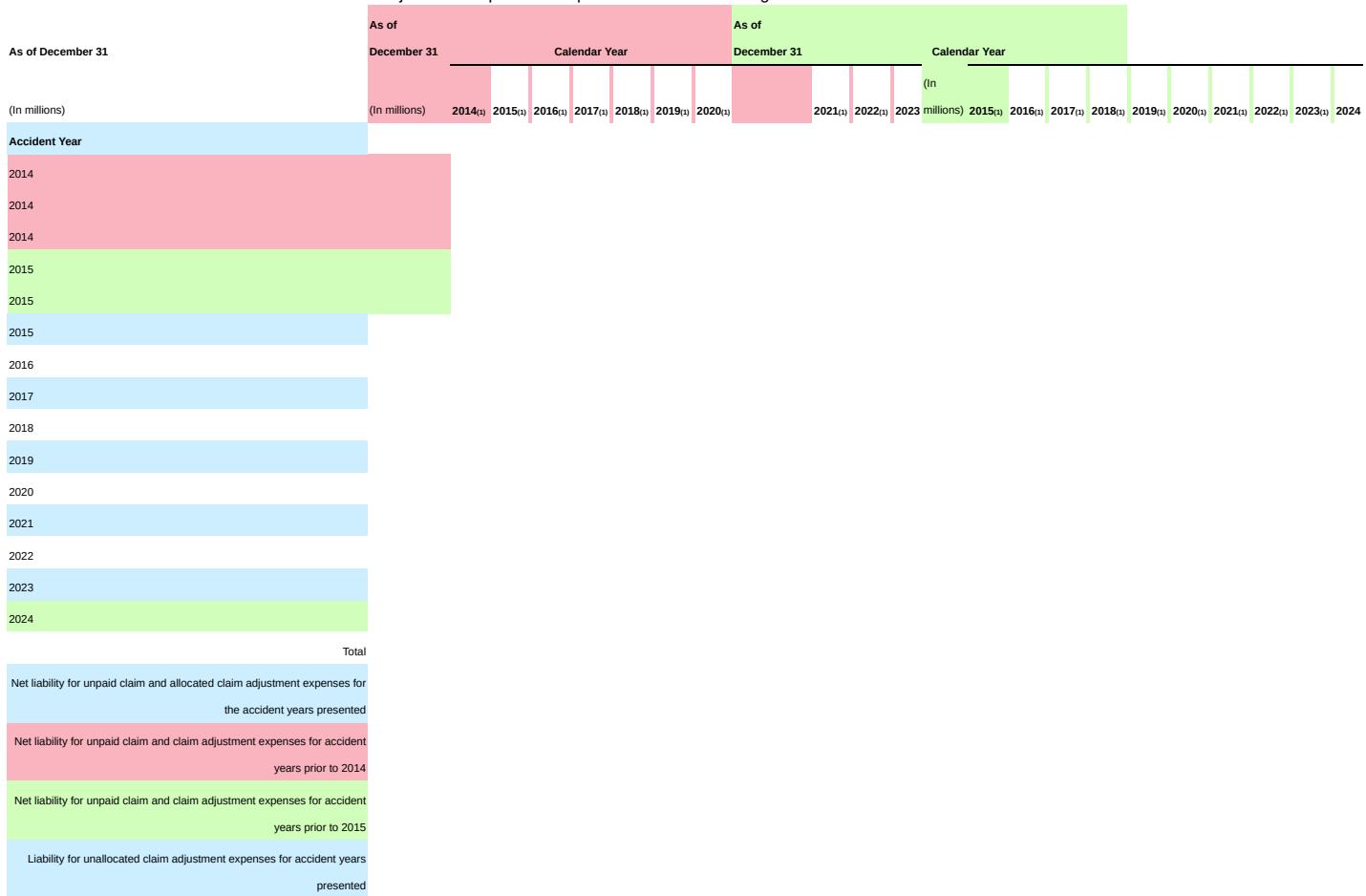
International, Excluding Hardy

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.

As of December	As of December	As of	As of	As of
		December	December	December
31	31	31, 2023	31	31, 2024



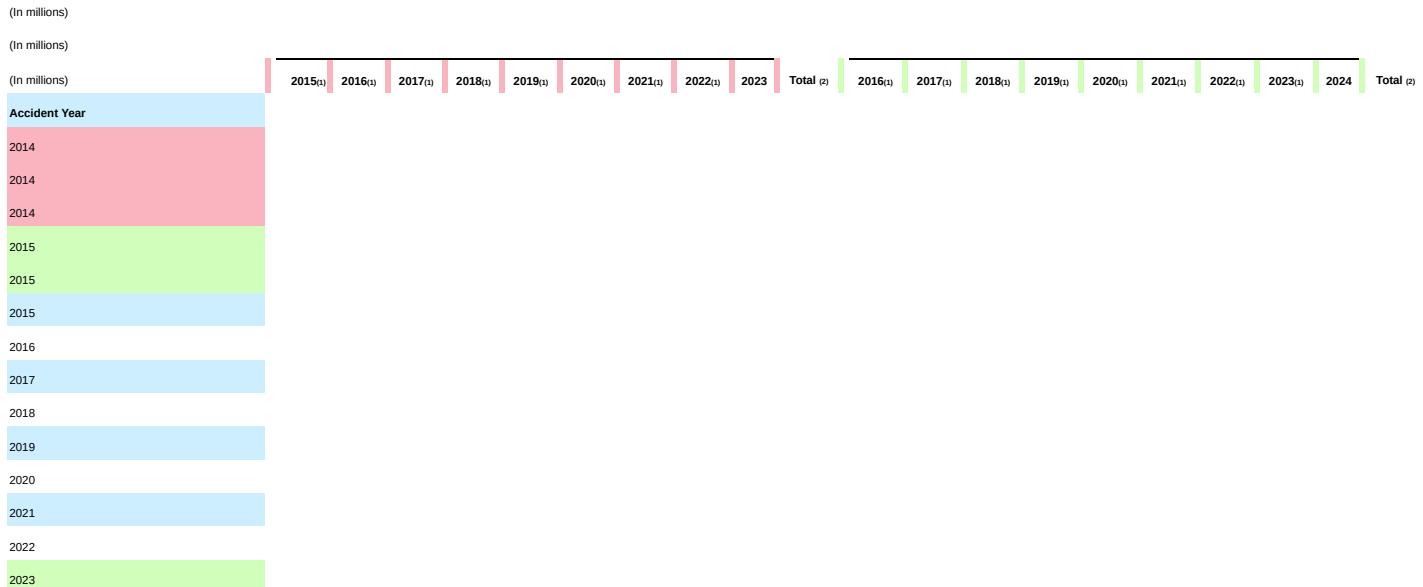
Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



Total net liability for unpaid claim and claim adjustment expenses

Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31



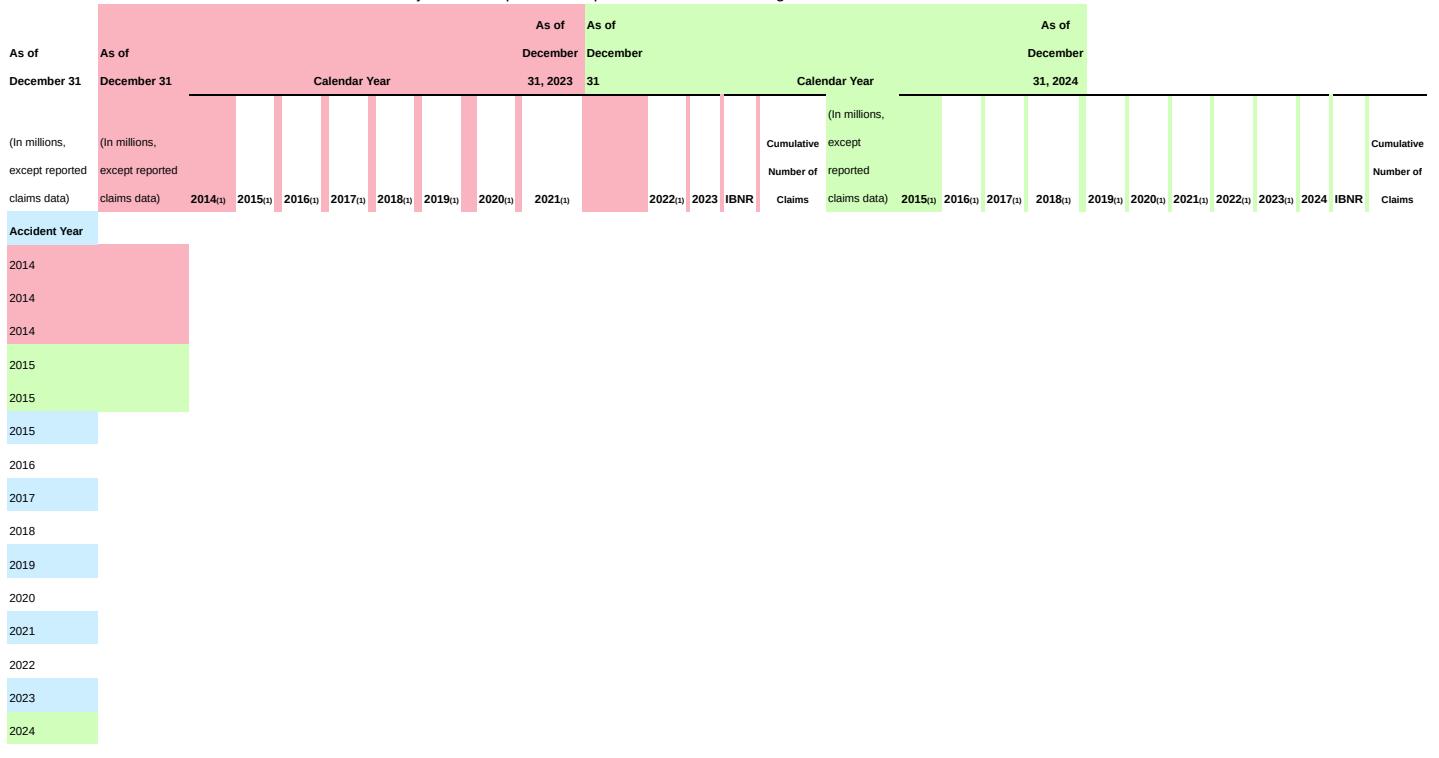
(1) Data presented for these calendar years is required supplemental information, which is unaudited.

(2) The amounts included in the loss reserve development tables above are presented at the year-end 2023 2024 foreign currency exchange rates for all periods presented to remove the effects of foreign currency exchange rate fluctuations between calendar years. The amounts included within the table on page 110 105 presenting the detail of the development recorded within the International segment include the impact of fluctuations in foreign currency exchange rates.

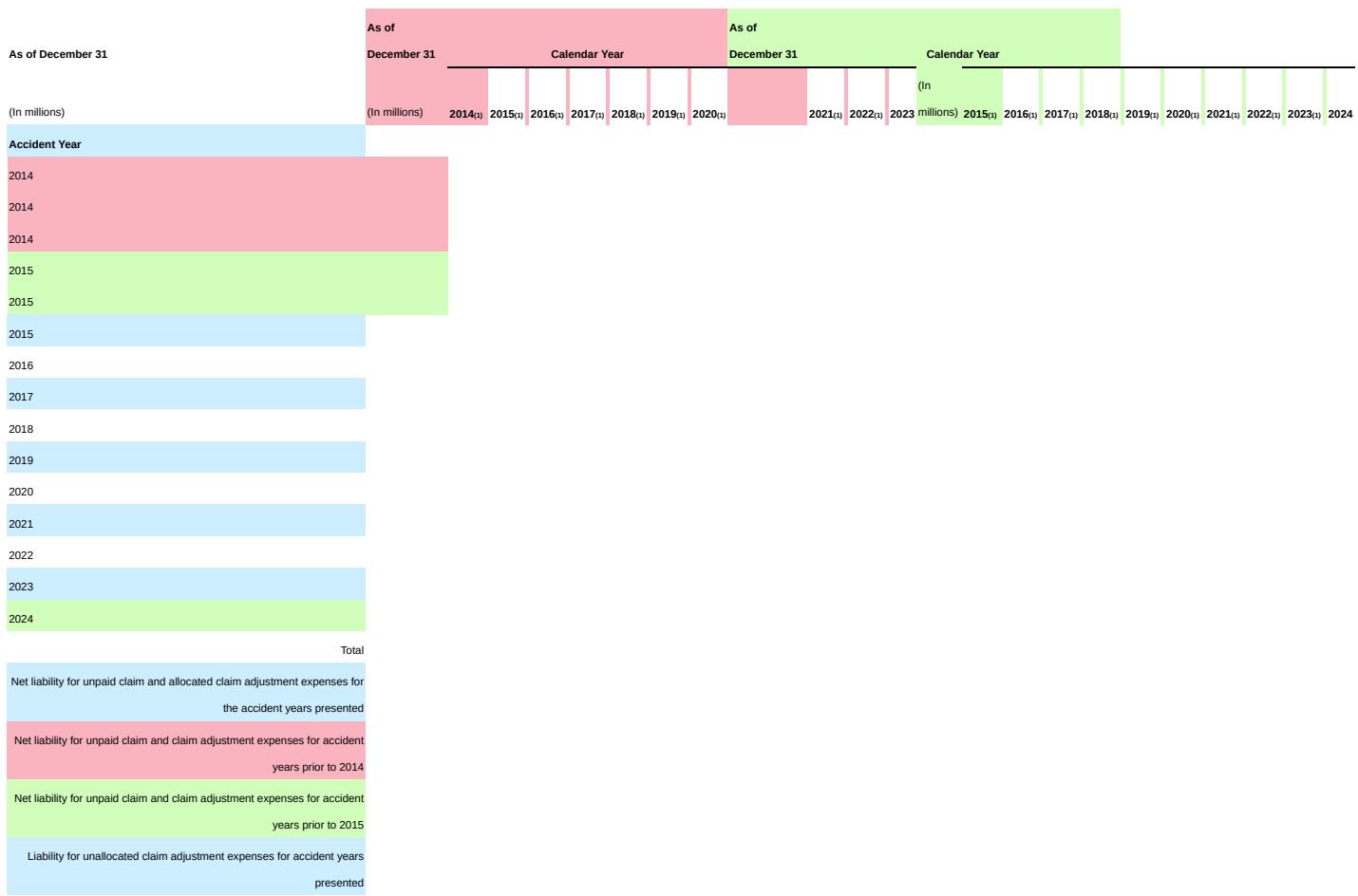
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International - Hardy

Cumulative Net Incurred Claim and Allocated Claim Adjustment Expenses are presented in the following table.

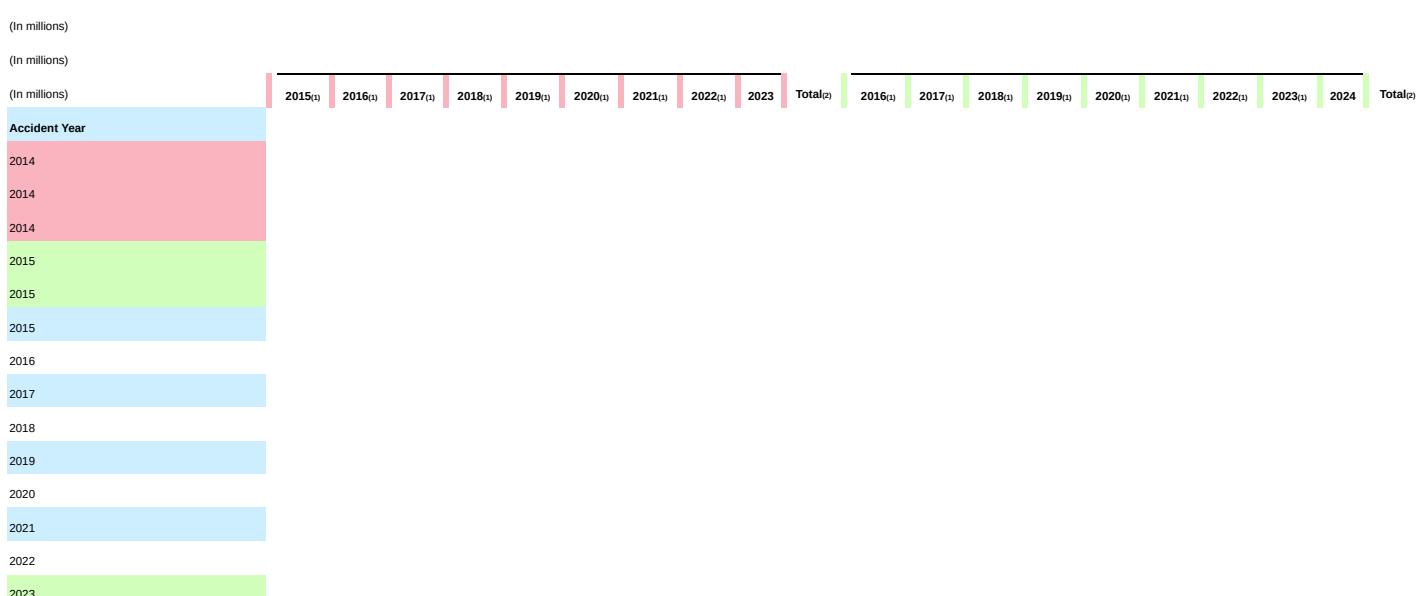


Cumulative Net Paid Claims and Allocated Claim Adjustment Expenses are presented in the following table.



Net strengthening (releases) of prior accident year reserves is presented in the following table.

For the years ended December 31



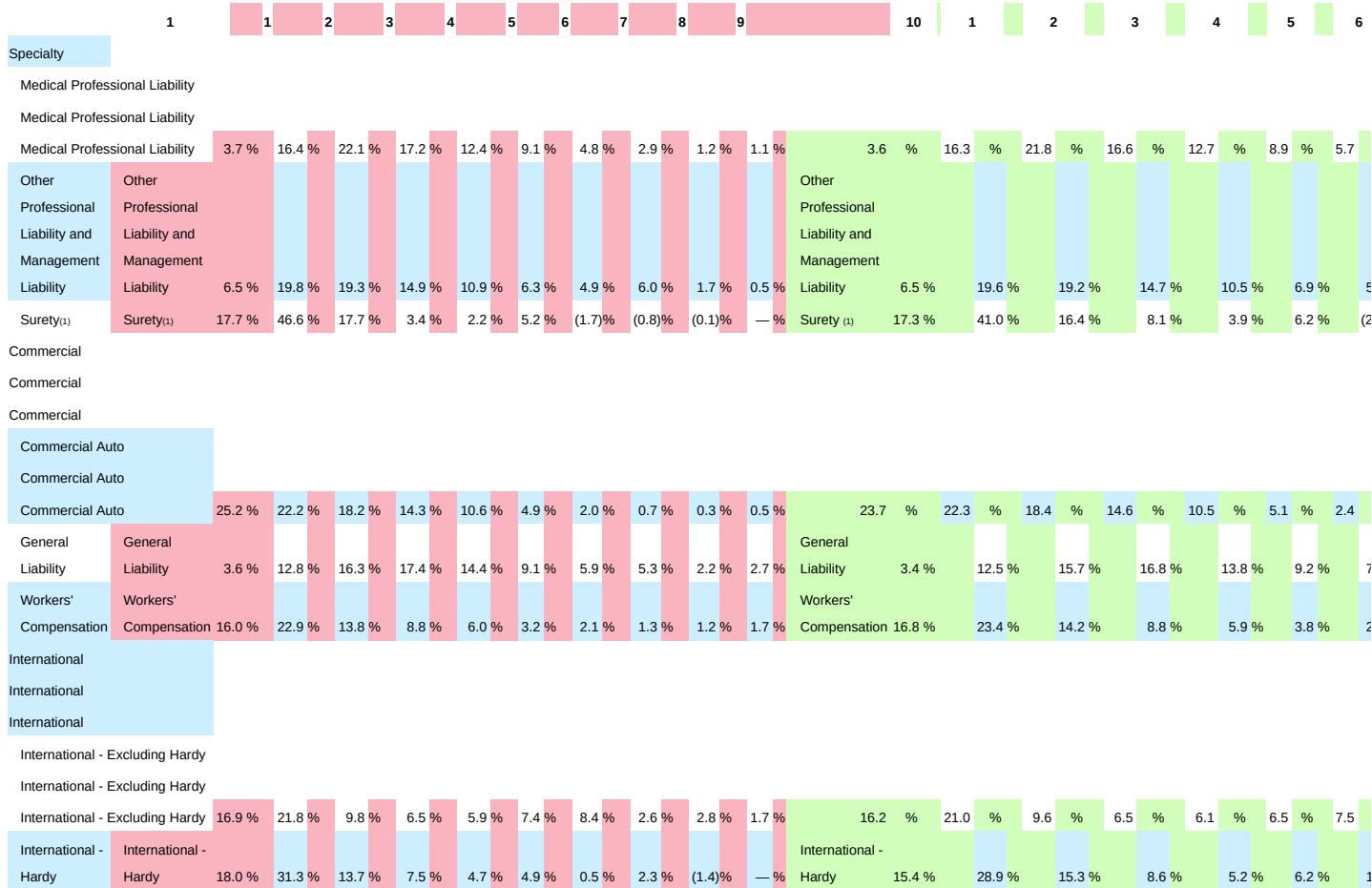
(1) Data presented for these calendar years is required supplemental information, which is unaudited.

(2) The amounts included in the loss reserve development tables above are presented at the year-end 2023 2024 foreign currency exchange rates for all periods presented to remove the effects of foreign currency exchange rate fluctuations between calendar years. The amounts included within the table on page 110 105 presenting the detail of the development recorded within the International segment include the impact of fluctuations in foreign currency exchange rates.

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The table below presents information about average historical claims duration as of **December 31, 2023** **December 31, 2024** and is presented as required supplementary information, which is unaudited.

Average Annual Percentage Payout of Ultimate Net Incurred Claim and Allocated Claim Adjustment Expenses in Year:



(1) Due to the nature of the Surety business, average annual percentage payout of ultimate net incurred claim and allocated claim adjustment expenses has been calculated using only the payouts of mature accident years presented in the loss reserve development tables.

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A&EP Reserves

In 2010, Continental Casualty Company (CCC) together with several of the Company's insurance subsidiaries completed a transaction with National Indemnity Company (NICO), a subsidiary of Berkshire Hathaway Inc., under which substantially all of the Company's legacy A&EP liabilities were ceded to NICO through a LPT. At the effective date of the transaction, the Company ceded approximately \$1.6 billion of net A&EP claim and allocated claim adjustment expense reserves to NICO under a retroactive reinsurance agreement with an aggregate limit of \$4 billion. The \$1.6 billion of claim and allocated claim adjustment expense reserves ceded to NICO was net of \$1.2 billion of ceded claim and allocated claim adjustment expense reserves under existing third-party reinsurance contracts. The NICO LPT aggregate reinsurance limit also covers credit risk on the existing third-party reinsurance related to these liabilities. The Company paid NICO a reinsurance premium of \$2 billion and transferred to NICO billed third-party reinsurance receivables related to A&EP claims with a net book value of \$215 million, resulting in total consideration of \$2.2 billion.

In years subsequent to the effective date of the LPT, the Company recognized adverse prior year development on its A&EP reserves resulting in additional amounts ceded under the LPT. As a result, the cumulative amounts ceded under the LPT have exceeded the \$2.2 billion consideration paid, resulting in the NICO LPT moving into a gain position, requiring retroactive reinsurance accounting. Under retroactive reinsurance accounting, this gain is deferred and only recognized in earnings in proportion to actual paid recoveries under the LPT. Over the life of the contract, there is no economic impact as long as any additional losses incurred are within the limit of the LPT. In a period in which the Company recognizes

a change in the estimate of A&EP reserves that increases or decreases the amounts ceded under the LPT, the proportion of actual paid recoveries to total ceded losses is affected and the change in the deferred gain is recognized in earnings as if the revised estimate of ceded losses was available at the effective date of the LPT. The effect of the deferred retroactive reinsurance benefit is recorded in Insurance claims and policyholders' benefits in the Consolidated Statements of Operations.

The following table presents the impact of the Loss Portfolio Transfer on the Consolidated Statements of Operations.

Years ended December 31	2023	2022	2021	2024	2023	2022
(In millions)						
(In millions)						
(In millions)						
Additional amounts ceded under LPT:						
Net A&EP adverse development before consideration of LPT						
Net A&EP adverse development before consideration of LPT						
Net A&EP adverse development before consideration of LPT						
Provision for uncollectible third-party reinsurance on A&EP						
Total additional amounts ceded under LPT						
Retroactive reinsurance benefit recognized						
Pretax impact of deferred retroactive reinsurance						

Net unfavorable prior year development of \$103 million, \$86 million \$92 million and \$143 \$92 million was recognized before consideration of cessions to the LPT for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. The unfavorable development in 2024, 2023 2022 and 2021 2022 was primarily driven by higher than anticipated defense and indemnity costs on known direct asbestos and environmental accounts and a reduction in estimated reinsurance recoverable accounts. Additionally, in both 2022, and 2021, the Company released \$5 million of its provision for uncollectible third-party reinsurance. The Company did not release any of its provision for uncollectible third-party reinsurance in 2024 or 2023.

As of December 31, 2023 December 31, 2024 and 2022, 2023, the cumulative amounts ceded under the LPT were \$3.6 billion \$3.7 billion and \$3.5 billion \$3.6 billion. The unrecognized deferred retroactive reinsurance benefit was \$417 million \$425 million and \$425 million \$417 million as of December 31, 2023 December 31, 2024 and 2022 2023 and is included within Other liabilities on the Consolidated Balance Sheets.

NICO established a collateral trust account as security for its obligations to the Company. The fair value of the collateral trust account was \$2.5 billion \$2.3 billion as of December 31, 2023 December 31, 2024. In addition, Berkshire Hathaway Inc. guaranteed the payment obligations of NICO up to the aggregate reinsurance limit as well as certain of NICO's performance obligations under the trust agreement. NICO is responsible for claims handling and billing and collection from third-party reinsurers related to the majority of the Company's A&EP claims.

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Excess Workers' Compensation LPT

On February 5, 2021, CCC completed a transaction with Cavello Bay Reinsurance Limited (Cavello), a subsidiary of Enstar Group Limited, under which certain legacy excess workers' compensation (EWC) liabilities were ceded to Cavello. Under the terms of the transaction, based on reserves in place as of January 1, 2020, the Company ceded approximately \$690 million of net EWC claim and allocated claim adjustment expense reserves to Cavello under an LPT with an aggregate limit of \$1 billion. The Company paid Cavello a reinsurance premium of \$697 million, less claims paid between January 1, 2020 and the closing date of the agreement of \$64 million. After transaction costs, the Company recognized an after-tax loss of approximately \$12 million in the Corporate & Other segment in the first quarter of 2021 related to the EWC LPT.

As of December 31, 2023 December 31, 2024, the cumulative amount ceded under the EWC LPT was \$690 million.

Cavello established a collateral trust as security for its obligations to the Company. The fair value of the collateral trust was \$440 \$298 million as of December 31, 2023 December 31, 2024.

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Note F. Future Policy Benefits Reserves

Future policy benefits reserves are associated with the Company's run-off long-term care business, which is included in the Life & Group segment, and relate to policyholders that are currently receiving benefits, including claims that have been incurred but are not yet reported, as well as policyholders that are not yet receiving benefits. Future policy benefits reserves are comprised of the LFPB which is reflected as insurance reserves: Future policy benefits on the Consolidated Balance Sheets.

The determination of Future policy benefits reserves requires management to make estimates and assumptions about expected policyholder experience over the remaining life of the policy. Since policies may be in force for several decades, these assumptions are subject to significant estimation risk. As a result of this variability, the Company's future policy benefits reserves may be subject to material increases if actual experience develops adversely to the Company's expectations.

The LFPB is computed using the net level premium method, which incorporates cash flow assumptions and discount rate assumptions. As a result of the modified retrospective adoption of ASU 2018-12, the Company's NPR calculation incorporates the original locked in discount rate and the reserve balance as of the transition date of January 1, 2021. The

key cash flow assumptions used to estimate the LFPB are morbidity, persistency (inclusive of mortality), anticipated future premium rate increases and expenses. The carried LFPB discount rate is determined using the upper-medium grade fixed income instrument yield curve.

The Company has elected to update the NPR and the LFPB for actual experience on a quarterly basis. A quarterly assessment is also made as to whether evidence suggests that cash flow assumptions should be updated. Annually in the third quarter, actuarial analysis is performed on policyholder morbidity, persistency, premium rate increases increase and expense experience, which, experience. This analysis, combined with judgment, judgement, informs the setting of updated cash flow assumptions used to estimate the LFPB. Actuarial analysis includes predictive modeling, actual to expected experience comparisons and trend analysis. Applicable industry research is also considered.

The cash flow assumption updates completed in the third quarter of 2024 resulted in a \$15 million pretax increase in the LFPB. Included in the assumption updates was a favorable impact from outperformance on premium rate assumptions and unfavorable impact from higher cost of care inflation.

The cash flow assumption updates completed in the third quarter of 2023 resulted in an \$8 million pretax increase in the LFPB. Persistency updates were unfavorable due to revisions to lapse rates. Morbidity updates were favorable driven by claim severity assumption updates, and there was a favorable impact from outperformance on premium rate assumptions. Adjusted to reflect the application of the LDTI accounting standard, the cash flow assumption updates completed in the third quarter of 2022 resulted in a \$186 million pretax increase to the LFPB, primarily driven by the unfavorable impact of increased cost of care inflation offset by favorable premium rate assumptions.

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The following table summarizes balances and changes in the LFPB.

(In millions)	2023	2022	2021	2024	2023	2022
Present value of future net premiums						
Balance, January 1						
Balance, January 1						
Balance, January 1						
Effect of changes in discount rate						
Balance, January 1, at original locked in discount rate						
Effect of changes in cash flow assumptions ⁽¹⁾						
Effect of actual variances from expected experience ⁽¹⁾						
Adjusted balance, January 1						
Interest accrual						
Net premiums: earned during period						
Balance, end of period at original locked in discount rate						
Effect of changes in discount rate						
Balance, December 31						
Present value of future benefits & expenses						
Present value of future benefits & expenses						
Present value of future benefits & expenses						
Balance, January 1						
Balance, January 1						
Balance, January 1						
Effect of changes in discount rate						
Balance, January 1, at original locked in discount rate						
Effect of changes in cash flow assumptions ⁽¹⁾						
Effect of actual variances from expected experience ⁽¹⁾						
Adjusted balance, January 1						
Interest accrual						
Benefit & expense payments						
Balance, end of period at original locked in discount rate						
Effect of changes in discount rate						

Balance, December 31							
Net LFPB							
Net LFPB							
Net LFPB							
(1) As of December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022 the re-measurement gain (loss) of \$(125) million, \$(88) million \$(214) million and \$(8) \$(214) million presented parenthetically on the Consolidated Statement of Operations is comprised of the effect of changes in cash flow assumptions and the effect of actual variances from expected experience.							

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The following table presents earned premiums and interest expense associated with the Company's long-term care business recognized on the Consolidated Statement of Operations.

Years ended December 31

Years ended December 31

Years ended December 31

(In millions)

(In millions)

(In millions)

Earned premiums

2023

2022

2021

2024

2023

2022

Interest expense

The following table presents undiscounted expected future benefit and expense payments, and undiscounted expected future gross premiums.

(In millions)	(In millions)	As of December 31		(In millions)	2024	2023
		2023	2022			
Expected future benefit and expense payments						

Expected future gross premiums

Discounted expected future gross premiums at the upper-medium grade fixed income instrument yield discount rate were \$3,824 \$3,573 million and \$4,070 \$3,824 million as of December 31, 2023 December 31, 2024 and 2022, 2023.

The weighted average effective duration of the LFPB calculated using the original locked in discount rate was 11 years and 12 years as of December 31, 2023 December 31, 2024 and 2022, 2023.

The weighted average interest rates in the table below are calculated based on the rate used to discount all future cash flows.

Original locked in discount rate	As of December 31		As of December 31		As of December 31	
			2023		2022	
	2024	2023	2024	2023	2024	2023
Original locked in discount rate	Original locked in discount rate	5.22 %	Original locked in discount rate	5.27 %	Original locked in discount rate	5.20 % 5.22 %

Upper-medium grade fixed income instrument discount rate

For the years ended December 31, 2023 December 31, 2024 and 2022, 2023, immediate charges to net income resulting from adverse development that caused in certain cohorts where the NPR to exceed exceeded 100% for certain cohorts were \$164 \$159 million and \$178 million \$164 million. For the years ended December 31, 2023 December 31, 2024 and 2022, 2023, the portion of losses recognized in a prior period due to NPR exceeding 100% for certain cohorts which, due to favorable development, was reversed through net income was \$42 \$29 million and \$12 \$42 million.

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Note G. Legal Proceedings, Contingencies and Guarantees

The Company is a party to various claims and litigation incidental to its business, which, based on the facts and circumstances currently known, are not material to the Company's results of operations or financial position.

Guarantees

The Company has provided guarantees, if the primary obligor fails to perform, to holders of structured settlement annuities issued by a previously owned subsidiary. As of **December 31, 2023** **December 31, 2024**, the potential amount of future payments the Company could be required to pay under these guarantees was approximately **\$1.5 billion** **\$1.4 billion**, which will be paid over the lifetime of the annuitants. The Company does not believe any payment is likely under these guarantees, as the Company is the beneficiary of a trust that must be maintained at a level that approximates the discounted reserves for these annuities.

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Note H. Reinsurance

The Company cedes insurance to reinsurers to limit its maximum loss, provide greater diversification of risk, minimize exposures on larger risks and to exit certain lines of business. The ceding of insurance does not discharge the primary liability of the Company. A credit exposure exists with respect to reinsurance ceded to the extent that any reinsurer is unable to meet its obligations. A collectibility exposure also exists to the extent that the reinsurer disputes the liabilities assumed under reinsurance agreements. Property and casualty reinsurance coverages are tailored to the specific risk characteristics of each product line and the Company's retained amount varies by type of coverage. Reinsurance contracts are purchased to protect specific lines of business such as property and workers' compensation. Corporate catastrophe reinsurance is also purchased for property and workers' compensation exposure. The Company also utilizes facultative reinsurance in certain lines. In addition, the Company assumes reinsurance primarily through Hardy and as a member of various reinsurance pools and associations.

The following table presents the amounts receivable from reinsurers.

December 31	2023	2022	2024	2023
(In millions)				
(In millions)				
(In millions)				
Reinsurance receivables related to insurance reserves:				
Ceded claim and claim adjustment expenses				
Ceded claim and claim adjustment expenses				
Ceded claim and claim adjustment expenses				
Reinsurance receivables related to paid losses				
Reinsurance receivables related to paid losses				
Reinsurance receivables related to paid losses				
Reinsurance receivables				
Allowance for uncollectible reinsurance				
Reinsurance receivables, net of allowance for uncollectible reinsurance				

The Company has established an allowance for uncollectible voluntary reinsurance receivables which relates to both amounts already billed on ceded paid losses as well as ceded reserves that will be billed when losses are paid in the future. The following table summarizes the outstanding amount of voluntary reinsurance receivables, gross of any collateral arrangements, by financial strength rating.

(In millions)	December 31, 2023	2024
A- to A++	\$ 4,047	4,585
B- to B++		769 892
Insolvent		7 14
Total voluntary reinsurance outstanding balance (1)	\$ 4,823	5,491

(1) Expected credit losses for legacy A&EP receivables are ceded to NICO and the reinsurance limit on the LPT has not been exhausted, therefore no allowance is recorded for these receivables and they are excluded from the table above. Refer to Note E to the Consolidated Financial Statements for information regarding the LPT. The Company has also excluded receivables from involuntary pools.

The Company attempts to mitigate its credit risk related to reinsurance by entering into reinsurance arrangements with reinsurers that have credit ratings above certain levels and by obtaining collateral. On a limited basis, the Company may enter into reinsurance agreements with reinsurers that are not rated, primarily captive reinsurers. Receivables from captive reinsurers are backed by collateral arrangements and comprise the majority of the voluntary reinsurance receivables within the B- to B++ rating distribution in the table above. The primary methods of obtaining collateral are through reinsurance trusts, letters of credit and funds withheld balances. Such collateral, limited by the balance of open recoverables, was approximately **\$3.6 billion** **\$3.4 billion** and **\$3.7 billion** as of **December 31, 2023** **December 31, 2024** and **2022**, **2023**.

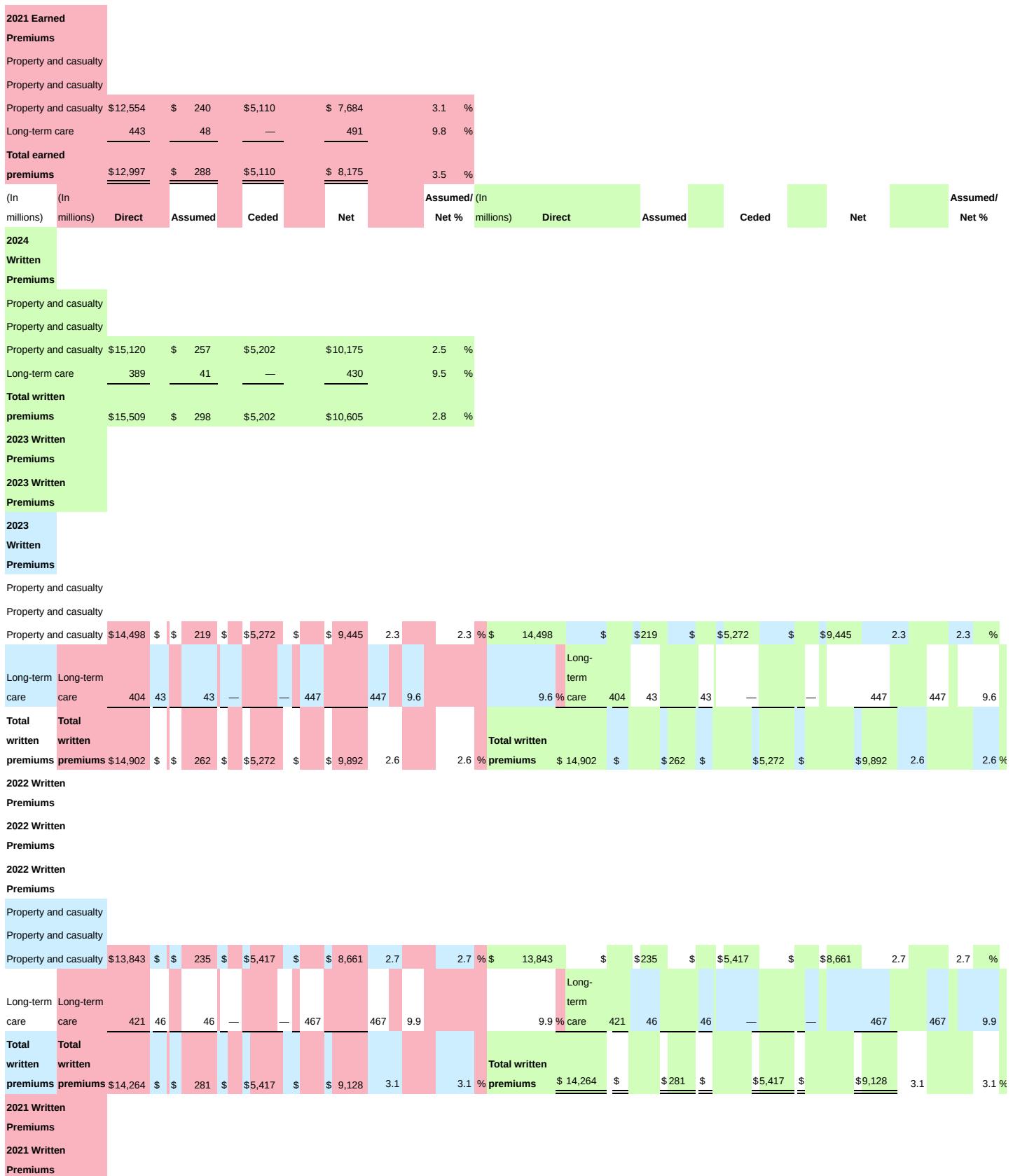
The Company's largest recoverables from a single reinsurer as of **December 31, 2023** **December 31, 2024**, including ceded unearned premium reserves, were approximately \$1.8 billion from subsidiaries of the Berkshire Hathaway Insurance Group, **\$576 million** **\$559 million** from Cavello Bay Reinsurance Limited and **\$410 million** **\$371 million** from the Swiss Reinsurance Group. These amounts are substantially collateralized or otherwise secured. The recoverable from subsidiaries of the Berkshire Hathaway Insurance Group includes amounts related to third-party reinsurance for which

NICO has assumed the credit risk under the terms of the LPT as discussed in Note E to the Consolidated Financial Statements.

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The effects of reinsurance on earned premiums and written premiums are presented in the following tables.

(In millions)	(In millions)	Direct	Assumed	Ceded	Net	Assumed/ (In millions)	Direct	Assumed	Ceded	Net	Assumed/ (In millions)
2024											
Earned Premiums											
Property and casualty											
Property and casualty											
Property and casualty	\$ 14,629	\$ 252	\$ 5,107	\$ 9,774	2.6 %						
Long-term care	396	41	—	437	9.4 %						
Total earned premiums	\$ 15,025	\$ 293	\$ 5,107	\$ 10,211	2.9 %						
2023 Earned Premiums											
2023 Earned Premiums											
2023											
Earned Premiums											
Property and casualty											
Property and casualty											
Property and casualty	\$ 13,908	\$ 223	\$ 5,102	\$ 9,029	2.5 %	\$ 13,908	\$ 223	\$ 5,102	\$ 9,029	2.5 %	
Long-term care	407	44	44	451	9.8	Long-term care	407	44	44	451	9.8
Total earned premiums	\$ 14,315	\$ 267	\$ 5,102	\$ 9,480	2.8 %	Total earned premiums	\$ 14,315	\$ 267	\$ 5,102	\$ 9,480	2.8 %
2022 Earned Premiums											
2022 Earned Premiums											
2022											
Earned Premiums											
Property and casualty											
Property and casualty											
Property and casualty	\$ 13,097	\$ 231	\$ 5,134	\$ 8,194	2.8 %	\$ 13,097	\$ 231	\$ 5,134	\$ 8,194	2.8 %	
Long-term care	427	46	46	473	9.7	Long-term care	427	46	46	473	9.7
Total earned premiums	\$ 13,524	\$ 277	\$ 5,134	\$ 8,667	3.2 %	Total earned premiums	\$ 13,524	\$ 277	\$ 5,134	\$ 8,667	3.2 %
2021 Earned Premiums											
2021 Earned Premiums											



2021 Written Premiums						
Property and casualty						
Property and casualty						
Property and casualty	\$ 13,150	\$ 255	\$ 5,485	\$ 7,920	3.2	%
Long-term care	437	48	—	485	9.9	%
Total written premiums	\$ 13,587	\$ 303	\$ 5,485	\$ 8,405	3.6	%

Included in the direct and ceded earned premiums for the years ended December 31, 2023 December 31, 2024, 2023 and 2022 and 2021 are \$2,907 million \$2,653 million, \$3,270 \$2,907 million and \$3,638 \$3,270 million related to property business that is 100% reinsured under a significant third-party captive program. The third-party captives that participate in this program are affiliated with the non-insurance company policyholders, therefore this program provides a means for the policyholders to self-insure this property risk. The Company receives and retains a ceding commission.

Insurance claims and policyholders' benefits reported on the Consolidated Statements of Operations are net of estimated reinsurance recoveries of \$2,772 million \$3,450 million, \$2,631 \$2,772 million and \$3,058 \$2,631 million for the years ended December 31, 2023 December 31, 2024, 2023 and 2022, and 2021, including \$1,512 million \$1,730 million, \$1,796 \$1,512 million and \$2,003 \$1,796 million, respectively, related to the significant third-party captive program discussed above.

Long-term care premiums are from long-duration contracts; property and casualty premiums are from short-duration contracts.

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Note I. Debt

Debt is composed of the following long-term obligations.

December 31

(In millions)

(In millions)

(In millions)

Short-term debt:

Debenture of CNAF, 7.250%, face amount of \$243, due November 15, 2023
 Debenture of CNAF, 7.250%, face amount of \$243, due November 15, 2023
 Debenture of CNAF, 7.250%, face amount of \$243, due November 15, 2023

Senior notes of CNAF:

3.950%, face amount of \$550, due May 15, 2024
 3.950%, face amount of \$550, due May 15, 2024
 3.950%, face amount of \$550, due May 15, 2024

Total short-term debt

Senior notes of CNAF: 3.950%, face amount of \$550, due May 15, 2024
 Senior notes of CNAF: 3.950%, face amount of \$550, due May 15, 2024
 Senior notes of CNAF: 3.950%, face amount of \$550, due May 15, 2024

Long-term debt:

Long-term debt:

Long-term debt:

Senior notes of CNAF:

Senior notes of CNAF:

Senior notes of CNAF:

3.950%, face amount of \$550, due May 15, 2024
 3.950%, face amount of \$550, due May 15, 2024
 3.950%, face amount of \$550, due May 15, 2024

4.500%, face amount of \$500, due March 1, 2026

4.500%, face amount of \$500, due March 1, 2026

4.500%, face amount of \$500, due March 1, 2026

3.450%, face amount of \$500, due August 15, 2027

3.900%, face amount of \$500, due May 1, 2029

2.050%, face amount of \$500, due August 15, 2030

5.500%, face amount of \$500, due June 15, 2033

5.125%, face amount of \$500, due February 15, 2034

Total long-term debt

2023 2022 2024 2023

Total debt

CCC is a member of the Federal Home Loan Bank of Chicago (FHLBC). FHLBC membership provides participants with access to additional sources of liquidity through various programs and services. As a requirement of membership in the FHLBC, CCC held \$5 million of FHLBC stock as of December 31, 2023 December 31, 2024 giving it immediate access to approximately \$106 \$108 million of additional liquidity. As of December 31, 2023 December 31, 2024 and 2022, 2023, CCC had no outstanding borrowings from the FHLBC.

During 2023, the Company amended and restated its existing credit agreement with a syndicate of banks. The agreement provides a five-year \$250 million senior unsecured revolving credit facility which is intended to be used for general corporate purposes. At the Company's election, the commitments under the agreement may be increased from time to time up to an additional aggregate amount of \$100 million, and two one-year extensions are available prior to any anniversary of the closing date, each subject to applicable consents. Under the agreement, the Company is required to pay a facility fee which would adjust in the event of a change in the Company's ratio of consolidated indebtedness to consolidated total capitalization, calculated in accordance with the agreement. The agreement includes several covenants, including maintenance of a minimum consolidated net worth and a specified ratio of consolidated indebtedness to consolidated total capitalization. The minimum consolidated net worth, as defined, at December 31, 2023 December 31, 2024, was \$8.7 billion. The calculation of minimum consolidated net worth excludes AOCI. As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company had no outstanding borrowings under the credit agreement.

The Company's debt obligations contain customary covenants for investment grade issuers. The Company was in compliance with all covenants as of and for the years ended December 31, 2023 December 31, 2024 and 2022, 2023.

The combined aggregate maturities for debt as of December 31, 2023 December 31, 2024 are presented in the following table.

(In millions)

2024	
2024	
2024	
2025	
2025	
2025	
2025	
2026	
2027	
2028	
2029	
Thereafter	
Less: discount	
Total	

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Note J. Benefit Plans

Pension and Postretirement Health Care Benefit Plans

CNA sponsors noncontributory defined benefit pension plans, primarily through the CNA Retirement Plan, covering certain eligible employees. These plans are closed to new entrants. CNA's funding policy for defined benefit pension plans is to make contributions in accordance with applicable governmental regulatory requirements with consideration of the funded status of the plans.

Effective January 1, 2000, the CNA Retirement Plan was closed to new participants. Existing participants at that time were given a choice to either continue to accrue benefits under the CNA Retirement Plan or to cease accruals effective December 31, 1999. Employees who chose to continue to accrue benefits under the plan received benefits in accordance with plan provisions through June 30, 2015 as discussed further below. Participants who elected to cease accruals at December 31, 1999 received the present value of their accrued benefit in an accrued pension account that is credited with interest based on the annual rate of interest on 30-year Treasury securities. These employees also receive certain enhanced employer contributions in the CNA 401k Plan.

Effective June 30, 2015, the Company eliminated future benefit accruals associated with the CNA Retirement Plan. Participants who were continuing to accrue benefits under the CNA Retirement Plan up until that date are entitled to an accrued benefit payable based on their eligible compensation and accrued service through June 30, 2015. These affected participants now also receive enhanced employer contributions in the CNA 401k Plan similar to participants who elected to cease accruals effective December 31, 1999. Employees who elected to cease accruals effective December 31, 1999 were not affected by this curtailment.

In 2024, the CNA Retirement Plan paid \$1,034 million to purchase a nonparticipating single premium group annuity contract from Metropolitan Life Insurance Company (the Insurer) under which the CNA Retirement Plan transferred \$1,045 million of its defined benefit pension obligations. The group annuity contract covers approximately 7,600 CNA Retirement Plan participants and beneficiaries (the Transferred Participants), representing approximately 60% of the CNA Retirement Plan's obligations. Under the group annuity contract, the Insurer has made an irrevocable commitment, and will be solely responsible, to pay the pension benefits of each Transferred Participant that are due on and after January 1, 2025. The purchase of the group annuity contract was funded directly by assets of the CNA Retirement Plan and required no cash or asset contributions by the Company. As a result of the transaction, the Company recognized a one-time, non-cash, pretax pension settlement charge of \$367 million (\$290 million after-tax).

Additionally in 2024, a subsidiary of CNAF, as a sponsor of the CNA Canada Employee Pension Plan (the Canada Plan), purchased a nonparticipating single premium group annuity contract, under which the defined benefit pension obligation of the Canada Plan was transferred in full to an insurance company counterparty. As a result of the transaction,

the Company recognized a one-time, non-cash, pretax pension settlement charge of \$4 million (\$3 million after-tax).

The 2024 charges were largely driven by the accelerated recognition of the Company's actuarial pension loss from accumulated other comprehensive income into net income, which does not impact stockholder's equity. These charges did not impact the Company's core income or cash flow.

In 2023, the CNA Retirement Plan paid \$80 million to settle its obligation to certain retirees through the purchase of a group annuity contract from a third party insurance company (group annuity purchase). The company. This group annuity purchase reduced the plan's projected benefit obligation by \$86 million.

CNA provides certain postretirement health care benefits to eligible retired employees, their covered dependents and their beneficiaries primarily through the CNA Health and Group Benefits Program. These postretirement benefits have largely been eliminated for active employees.

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The following table presents a reconciliation of benefit obligations and plan assets.



Other assets	
Other assets	
Other liabilities	
Net amount recognized	
Amounts recognized in Accumulated other comprehensive income, not yet recognized in net periodic cost (benefit):	
Net actuarial (gain) loss	
Net actuarial (gain) loss	
Net actuarial (gain) loss	

Net amount recognized

The accumulated benefit obligation for all defined benefit pension plans was **\$1,807 million** **\$681 million** and **\$1,931 million** **\$1,807 million** as of **December 31, 2023** **December 31, 2024** and **2022**. Changes for the **years** **year** ended **December 31, 2023** **December 31, 2024** include the impact of the pension settlement transactions discussed above and **2022** an actuarial gain of **\$24 million** primarily driven by changes in the discount rate used to determine the defined benefit pension obligations. Changes for the year ended December 31, 2023 include an actuarial loss of **\$27 million** and a gain of **\$514 million** primarily driven by changes in the discount rate used to determine the defined benefit pension obligations.

For pension plans with a benefit obligation in excess of plan assets, the benefit obligation was **\$46 million** **\$41 million** and **\$49 million** **\$46 million** and the aggregate plan assets were \$0 at **December 31, 2023** **December 31, 2024** and **2022**.

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The components of net periodic pension cost (benefit) are presented in the following table.

Years ended December 31

(In millions)

(In millions)

(In millions)

Net periodic pension cost (benefit)

Interest cost on projected benefit obligation

Interest cost on projected benefit obligation

Interest cost on projected benefit obligation

Expected return on plan assets

Amortization of net actuarial loss (gain)

Settlement loss

Pension settlement transaction loss

2023

2022

2021

2024

2023

2022

Total net periodic pension cost (benefit)

The following table indicates the line items in which the non-service cost (benefit) is presented in the Consolidated Statements of Operations.

Years ended December 31

(In millions)

(In millions)

(In millions)

Non-Service Cost (benefit):

Insurance claims and policyholder's benefits

Insurance claims and policyholder's benefits

Insurance claims and policyholder's benefits

Other operating expenses

2023

2022

2021

2024

2023

2022

Total net periodic pension cost (benefit)

The amounts recognized in Other comprehensive income are presented in the following table.

Years ended December 31

(In millions)

(In millions)

(In millions)

2023

2022

2021

2024

2023

2022

Pension and postretirement benefits

Amounts arising during the period	
Amounts arising during the period	
Amounts arising during the period	
Settlement	
Pension settlement transaction loss	
Reclassification adjustment relating to prior service credit	
Reclassification adjustment relating to actuarial loss	
Total increase (decrease) in Other comprehensive income	

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Actuarial assumptions used for the CNA Retirement Plan and CNA Health and Group Benefits Program to determine benefit obligations are presented in the following table. The interest crediting rate is the weighted average interest rate applied to the individual pension balances for employees who elected to cease accruals effective December 31, 1999.

December 31	December 31	2023	2022	December 31	2024	2023
Pension benefits						
Discount rate						
Discount rate						
Discount rate		5.100 %		5.350 %		5.500 %
Interest crediting rate						
Postretirement benefits						
Discount rate						
Discount rate						
Discount rate		5.100 %		5.250 %		5.400 %

Actuarial assumptions used for the CNA Retirement Plan and CNA Health and Group Benefits Program to determine net cost or benefit are presented in the following table.

Years ended December 31	Years ended December 31	2023	2022	2021	Years ended December 31	2024	2023	2022
Pension benefits								
Discount rate								
Discount rate								
Discount rate		5.350 %	2.750 %	2.350 %		5.100 %	5.350 %	2.750 %
Expected long-term rate of return								
Interest crediting rate								
Postretirement benefits								
Discount rate								
Discount rate								
Discount rate		5.250 %	2.250 %	1.600 %		5.100 %	5.250 %	2.250 %

To determine the discount rate assumption as of the year-end measurement date for the CNA Retirement Plan and CNA Health and Group Benefits Program, the Company considered the estimated timing of plan benefit payments and available yields on high quality fixed income debt securities. For this purpose, high quality is considered a rating of Aa or better by Moody's Investors Service, Inc. (Moody's) or a rating of AA or better from Standard & Poor's (S&P). The Company reviewed several yield curves constructed using the cash flow characteristics of the plans as well as bond indices as of the measurement date. The trend of those data points was also considered.

In determining the expected long-term rate of return on plan assets assumption for the CNA Retirement Plan, CNA considered the historical performance of the benefit plan investment portfolio as well as long-term market return expectations based on the investment mix of the portfolio and the expected investment horizon.

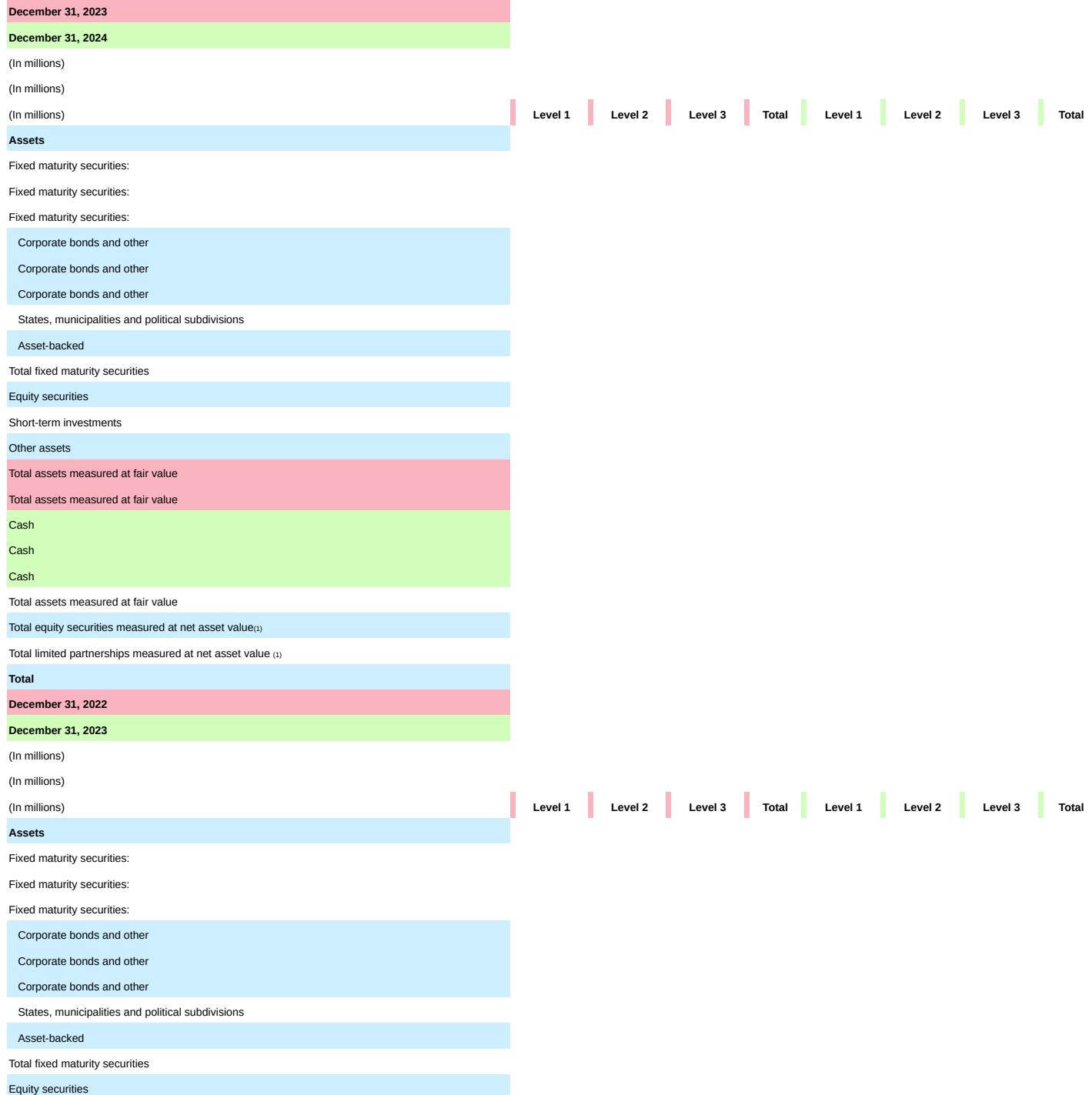
The CNA Health and Group Benefits Program has limited its share of the health care trend rate to a cost-of-living adjustment of 4% per year. For all participants, the employer subsidy on health care costs will not increase by more than 4% per year. As a result, the assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligation for the CNA Health and Group Benefits Program was 4% per year in 2024, 2023 2022 and 2021 2022.

CNA employs a total return approach whereby a mix of equity, limited partnerships and fixed maturity securities are used to maximize the long-term return of retirement plan assets for a prudent level of risk and to manage cash flows according to plan requirements. The target allocation of plan assets is 0% to 40% invested in equity securities and limited partnerships, with the remainder primarily invested in fixed maturity securities. Alternative investments, including limited partnerships, are used to enhance risk adjusted long-term returns while improving portfolio diversification. The intent of this strategy is to minimize the Company's expense related to funding the plan by generating investment returns that exceed the growth of the plan liabilities over the long run. Risk tolerance is established after careful consideration of the plan liabilities, plan funded status and corporate financial conditions.

As of December 31, 2023 December 31, 2024, the Plan had committed approximately \$100 \$90 million to future capital calls from various third-party limited partnership investments in exchange for an ownership interest in the related partnerships. Derivatives may be used to gain market exposure in an efficient and timely manner. Investment risk is measured and monitored on an ongoing basis through annual liability measurements, periodic asset/liability studies and quarterly investment portfolio reviews.

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Pension plan assets measured at fair value on a recurring basis are presented in the following tables.



Short-term investments
Other assets
Total assets measured at fair value
Total assets measured at fair value
Total assets measured at fair value
Total equity securities measured at net asset value (1)
Total limited partnerships measured at net asset value (1)

Total
(1) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table for these investments are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the Plan's Statement of Financial Position.

The limited partnership investments held within the plan are recorded at fair value, which represents the plan's share of net asset value of each partnership, as determined by each limited partnership's general partner. Limited partnerships comprising 94% more than 99% and 62% 94% of the carrying value as of December 31, 2022 December 31, 2024 and 2021 2023 were invested in private debt and equity. Limited partnerships comprising 6% less than 1% and 38% 6% of the carrying value as of December 31, 2023 December 31, 2024 and 2022 2023 employ hedge fund strategies. Private debt and equity funds cover a broad range of investment strategies including buyout, private credit, growth capital and distressed investing. Hedge fund strategies include both long and short positions in fixed income, equity and derivative investments.

For a discussion of the fair value levels and the valuation methodologies used to measure fixed maturity securities, equities, derivatives and short-term investments, see Note C to the Consolidated Financial Statements.

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The table below presents the estimated future minimum benefit payments to participants as of December 31, 2023 December 31, 2024.

(In millions)	(In millions)	Pension Benefits	Postretirement Benefits	(In millions)	Pension Benefits	Postretirement Benefits
2024						
2025						
2026						
2027						
2028						
2029-2033						
2029						
2030-2034						

In 2024, 2025, CNA expects to contribute \$6 million \$5 million to its pension plans and \$1 million to its postretirement health care benefit plans.

Savings Plans

CNA sponsors savings plans, which are generally contributory plans that allow eligible employees to contribute a maximum of 50% of their eligible compensation, subject to certain limitations prescribed by the IRS. The Company contributes matching amounts to participants amounting to 100% of the first 6% of annual eligible compensation contributed by the employee. In addition, eligible employees also receive a Company contribution of 5% of their annual eligible compensation, referred to as a basic contribution. Company contributions vest ratably over participants first five years of service.

Benefit expense for the Company's savings plans was \$88 million, \$82 million, \$71 million and \$65 \$71 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022.

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Note K. Stock-Based Compensation

The CNAF Incentive Compensation Plan (the Plan) authorizes the grant of stock-based compensation to certain management personnel for up to 16 million shares of CNAF common stock. The Plan provides for awards of stock options, stock appreciation rights (SARs), restricted shares, restricted stock units (RSUs), performance-based RSUs and performance share units. Grants to employees are not designed to be spring-loaded. The number of remaining shares available for the granting of stock-based compensation under the Plan as of December 31, 2023 December 31, 2024 was approximately 3.6 million 2.7 million.

Substantially all of the Company's stock-based compensation is awarded under the Annual Performance Share Plan (PSP). The PSP provides officers with an opportunity to earn an award based upon attainment of specific performance goals achieved over a one-year performance period. Awards are granted in the form of performance share units at the beginning of each performance year and are generally subject to a two-year cliff vesting period after the Company's annual performance has been determined. The performance share units become payable within a range of 0% to 200% of the number of performance share units initially granted.

Additionally, the Company may grant RSUs under the Plan in certain circumstances. These awards generally vest over a one to three-year service period following the grant date. Stock-based compensation that is not fully vested prior to termination is generally forfeited upon termination, except in cases of retirement, death or disability, and as otherwise provided by contractual obligations. The fair value of stock-based compensation awards is based on the market value of the Company's common stock as of the date of grant, except for awards made to foreign participants, which is based on the current market value of the Company's common stock. Payments made under the PSP are made entirely in shares of common stock granted under the Plan, except for awards made to foreign participants, which are paid in cash.

The Company recorded stock-based compensation expense related to the Plan of \$38 million \$42 million, \$36.38 million and \$32.36 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022. The related income tax benefit recognized was \$8 million \$9 million, \$8 million and \$6.8 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022. The compensation cost not yet recognized was \$44 million \$45 million, and the weighted average period over which it is expected to be recognized is 1.8 1.7 years as of December 31, 2023 December 31, 2024.

The total fair value of RSUs and performance share units that vested during the years ended December 31, 2023 December 31, 2024, 2023 and 2022 was \$33 million, \$34 million \$35 million and \$36 \$35 million, respectively.

The weighted average grant date fair value for RSUs and performance share units granted during the years ended December 31, 2023 December 31, 2024, 2023 and 2022 was \$44.28, \$37.06 and 2021 was \$37.06, \$46.78, and \$45.82, respectively.

The following table presents activity for non-vested RSUs and performance share units under the Plan in 2023 2024.

Number of Awards	Number of Awards	Weighted Average Grant Date Fair Value	Number of Awards	Weighted Average Grant Date Fair Value
Balance as of January 1, 2023				
Balance as of January 1, 2024				
Awards granted				
Awards vested				
Awards forfeited, canceled or expired				
Performance-based adjustment				
Balance as of December 31, 2023				
Balance as of December 31, 2024				

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Note L. Other Intangible Assets

Other intangible assets are presented in the following table.

December 31	December		2023	2022	December 31		(In millions)	Economic Useful Life	Gross Carrying Amount	Accumulated Amortization	2024		(In millions)	Economic Useful Life	Gross Carrying Amount	Accumulated Amortization	2023		
	31	(In millions)	Useful Life	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	(In millions)	Economic Useful Life	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	(In millions)	Economic Useful Life	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Finite-lived intangible assets:																			
Distribution channel																			
Distribution channel																			
Distribution channel																			
Indefinite-lived intangible assets:																			
Indefinite-lived intangible assets:																			
Indefinite-lived intangible assets:																			
Syndicate capacity																			
Syndicate capacity																			
Syndicate capacity																			
Agency force																			
Agency force																			
Agency force																			
Insurance licenses																			
Insurance licenses																			

Insurance licenses
Total indefinite-lived intangible assets
Total indefinite-lived intangible assets
Total indefinite-lived intangible assets
Total other intangible assets
Total other intangible assets
Total other intangible assets

The Company's other intangible assets primarily relate to the acquisitions of Hardy, Inverin Insurance Company and Bantry Insurance Company. The amortization of the finite-lived intangible assets is included in the Statement of Operations for the International segment. The gross carrying amounts and accumulated amortization in the table above may change from period to period as a result of foreign currency translation.

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Note M. Leases

Total lease expense was \$55 million \$49 million, \$59 \$55 million and \$57 \$59 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Total lease expense includes operating lease expense of \$34 million \$29 million, \$36 \$34 million and \$38 \$36 million and variable lease expense of \$21 million \$20 million, \$23 \$21 million and \$19 \$23 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Cash paid for amounts included in operating lease liabilities was \$38 million \$55 million, \$42 \$38 million and \$44 \$42 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022. Operating lease ROU assets obtained in exchange for lease obligations was \$28 million \$54 million, \$20 \$28 million and \$11 \$20 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021.

In the fourth quarter of 2023, the Company committed to consolidate some of its offices, which resulted in a \$24 million charge within Other operating expense on the Consolidated Statement of Operations, recorded in the Corporate & Other Segment. The charge primarily relates to the abandonment of certain fixed assets and operating lease ROU assets that are no longer in use. 2022.

The following table presents operating lease ROU assets and lease liabilities.

(In millions)	(In millions)	December 31, 2023	December 31, 2022	(In millions)	December 31, 2024	December 31, 2023
Operating lease ROU assets						
Operating lease liabilities						

The following table presents the maturities of operating lease liabilities.

(In millions)	(In millions)	December 31, 2023	(In millions)	December 31, 2024
2024				
2025				
2026	2026	30		
2027	2027	32		
2028	2028	25		
2029		29		
Thereafter				
Total lease payments				
Less: Discount				
Total operating lease liabilities				

As of December 31, 2023 December 31, 2024, the Company had \$12 \$5 million of additional operating lease commitments that have not yet commenced. These leases will commence in 2024 2025 with lease terms ranging from 3.5 to 10.11 years.

The following table presents the weighted average remaining lease term for operating leases and weighted average discount rate used in calculating operating lease ROU assets.

	December 31, 2023		December 31, 2022	
	December 31, 2024	December 31, 2023	December 31, 2023	December 31, 2022
Weighted average remaining lease term	8.4 years	9.2 years	Weighted average remaining lease term	8.8 years
Weighted average discount rate	3.7 %	3.4 %	Weighted average discount rate	3.7 %

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Note N. Stockholders' Equity and Statutory Accounting Practices

Common Stock Dividends

There are no restrictions on the retained earnings or net income of CNAF with regard to payment of dividends to its stockholders. However, given the holding company nature of CNAF, its ability to pay a dividend is dependent on the receipt of dividends from its subsidiaries, particularly CCC, which directly or indirectly owns the vast majority of all significant subsidiaries. See the *Statutory Accounting Practices* section below for a discussion of the regulatory restrictions on CCC's availability to pay dividends.

CNAF's ability to pay dividends may be indirectly limited by the minimum consolidated net worth covenant in the Company's line of credit agreement. See Note I to the Consolidated Financial Statements for further discussion of the Company's debt obligations.

Statutory Accounting Practices

CNAF's insurance subsidiaries are domiciled in various jurisdictions. These subsidiaries prepare statutory financial statements in accordance with accounting practices prescribed or permitted by the respective jurisdictions' insurance regulators. Domestic prescribed statutory accounting practices are set forth in a variety of publications of the National Association of Insurance Commissioners (NAIC) as well as state laws, regulations and general administrative rules. These statutory accounting principles vary in certain respects from GAAP. In converting from statutory accounting principles to GAAP, the more significant adjustments include deferral of policy acquisition costs and the inclusion of net unrealized holding gains or losses in stockholders' equity relating to certain fixed maturity securities.

The Company has a prescribed practice as it relates to the accounting under Statement of Statutory Accounting Principles No. 62R, *Property and Casualty Reinsurance*, paragraphs 87 and 88 in conjunction with the 2010 LPT with NICO which is further discussed in Note E to the Consolidated Financial Statements. The prescribed practice allows the Company to aggregate all third-party A&EP reinsurance balances administered by NICO in Schedule F and to utilize the LPT as collateral for the underlying third-party reinsurance balances for purposes of calculating the statutory reinsurance penalty. This prescribed practice increased statutory capital and surplus by ~~\$92~~ ~~\$55~~ million and ~~\$74~~ million ~~\$92~~ million at December 31, 2023 December 31, 2024 and 2022, 2023.

The payment of dividends by CNAF's insurance subsidiaries without prior approval of the insurance department of each subsidiary's domiciliary jurisdiction is generally limited by formula. Dividends in excess of these amounts are subject to prior approval by the respective insurance regulator.

Dividends from CCC are subject to the insurance holding company laws of the State of Illinois, the domiciliary state of CCC. Under these laws, ordinary dividends, or dividends that do not require prior approval by the Illinois Department of Insurance (the Department), are determined based on the greater of the prior year's statutory net income or 10% of statutory surplus as of the end of the prior year, as well as the timing and amount of dividends paid in the preceding twelve months. Additionally, ordinary dividends may only be paid from earned surplus, which is calculated by removing unrealized gains from unassigned surplus. As of December 31, 2023 December 31, 2024, CCC is in a positive earned surplus position. The maximum allowable dividend CCC could pay during 2024 2025 that would not be subject to the Department's prior approval is ~~\$1,105~~ ~~\$1,116~~ million, less dividends paid during the preceding twelve months measured at that point in time. CCC paid dividends of ~~\$1,055~~ million ~~\$995~~ million in 2023, 2024. The actual level of dividends paid in any year is determined after an assessment of available dividend capacity, holding company liquidity and cash needs as well as the impact the dividends will have on the statutory surplus of the applicable insurance company.

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Combined statutory capital and surplus and statutory net income (loss) for the Combined Continental Casualty Companies are presented in the table below, determined in accordance with accounting practices prescribed or permitted by insurance and/or other regulatory authorities.

	Statutory Capital and Surplus		Statutory Capital and Surplus		Statutory Net Income (Loss)		Statutory Capital and Surplus		Statutory Net Income (Loss)	
	December 31	2023 (1)	December 31	2022	Years ended December 31	2022 2021 (In millions)	December 31	2023	2024 (1) (2)	2023 2022
(In millions)	(In millions)	2023 (1)	2022	2023 (1)	2022 2021 (In millions)	(1)	2023	2024 (1) (2)	2023 2022	
Combined Continental Casualty Companies										

(1) Information derived from the statutory-basis financial statements to be filed with insurance regulators.

(2) Includes a \$293 million after-tax loss from pension settlement transactions. Pension settlement transactions are further discussed in Note J to the Consolidated Financial Statements included under Item 8.

CNAF's domestic insurance subsidiaries are subject to risk-based capital (RBC) requirements. RBC is a method developed by the NAIC to determine the minimum amount of statutory capital appropriate for an insurance company to support its overall business operations in consideration of its size and risk profile. The formula for determining the amount of RBC specifies various factors, weighted based on the perceived degree of risk, which are applied to certain financial balances and financial activity. The adequacy of a company's actual capital is evaluated by a comparison to the RBC results, as determined by the formula. Companies below minimum RBC requirements are classified within certain levels, each of which requires specified corrective action.

The statutory capital and surplus presented above for CCC was approximately 225% and 238% of company action level RBC as of December 31, 2023 December 31, 2024 and 2022. Company action level RBC is 2023 was significantly above the level of at which any RBC which triggers a heightened level of regulatory supervision. action would occur. The statutory capital and surplus of the Company's foreign insurance subsidiaries, which is not significant to the overall statutory capital and surplus, also met or exceeded their respective regulatory and other capital requirements.

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Note O. Accumulated Other Comprehensive Income (Loss) by Component

The tables below display the changes in Accumulated other comprehensive income (loss) by component.

(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Net unrealized gains (losses) on other investments ⁽¹⁾		Pension and postretirement benefits		Cumulative impact of changes in discount rates used to measure long duration contracts ⁽¹⁾		Cumulative foreign currency translation adjustment		Total
	losses											
Balance as of January 1, 2023, as previously reported	\$ (7)			\$ (2,738)		\$ (591)		\$ —		\$ (221)		\$ (3,557)
Cumulative effect adjustment from accounting change for adoption of ASU 2018-12 ⁽¹⁾ net of tax (expense) benefit of \$—, \$—, \$—, \$11, \$— and \$11	—			—		—		(41)		—		(41)
Balance as of January 1, 2023	(7)			(2,738)		(591)		(41)		(221)		(3,598)
Other comprehensive income (loss) before reclassifications	(24)			1,072		39		(318)		58		827
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$5, \$14, \$7, \$—, \$— and \$26	(19)			(53)		(27)		—		—		(99)
Other comprehensive income (loss) net of tax (expense) benefit of \$1, \$304, \$17, \$85, \$— and \$235	(5)			1,125		66		(318)		58		926
Balance as of December 31, 2023	\$ (12)			\$ (1,613)		\$ (525)		\$ (359)		\$ (163)		\$ (2,672)

(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Net unrealized gains (losses) on other investments		Pension and postretirement benefits		Cumulative impact of changes in discount rates used to measure long duration contracts		Cumulative foreign currency translation adjustment		Total
	losses											
Balance as of January 1, 2024	\$ (12)			\$ (1,613)		\$ (525)		\$ (359)		\$ (163)		\$ (2,672)
Other comprehensive income (loss) before reclassifications	(34)			(310)		17		712		(101)		284
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$9, \$13, \$84, \$—, \$— and \$106	(33)			(47)		(317)		—		—		(397)
Other comprehensive income (loss) net of tax (expense) benefit of \$—, \$68, \$89, \$189, \$— and \$210	(1)			(263)		334		712		(101)		681
Balance as of December 31, 2024	\$ (13)			\$ (1,876)		\$ (191)		\$ 353		\$ (264)		\$ (1,991)

(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Net unrealized gains (losses) on other investments ⁽¹⁾		Pension and postretirement benefits		Cumulative impact of changes in discount rates used to measure long duration contracts ⁽¹⁾		Cumulative foreign currency translation adjustment		Total
	losses											
Balance as of January 1, 2022, as previously reported	\$ (2)			\$ 1,039		\$ (604)		\$ —		\$ (113)		\$ 320
Cumulative effect adjustment from accounting change for adoption of ASU 2018-12 ⁽¹⁾ net of tax (expense) benefit of \$—, \$(617), \$—, \$1,063, \$— and \$446	—			2,320		—		(4,000)		—		(1,680)
Balance as of January 1, 2022, as adjusted	(2)			3,359		(604)		(4,000)		(113)		(1,360)
Other comprehensive income (loss) before reclassifications	—			(6,223)		(11)		3,959		(108)		(2,383)
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$(1), \$21, \$6, \$—, \$— and \$26	5			(126)		(24)		—		—		(145)
Other comprehensive income (loss) net of tax (expense) benefit of \$1, \$1,622, \$(3), \$(1,052), \$— and \$568	(5)			(6,097)		13		3,959		(108)		(2,238)
Balance as of December 31, 2022	\$ (7)			\$ (2,738)		\$ (591)		\$ (41)		\$ (221)		\$ (3,598)

(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Cumulative impact of changes in discount rates used to measure long duration contracts			Cumulative foreign currency translation adjustment		Total
	losses	Net unrealized gains (losses) on other investments	Pension and postretirement benefits	—	—	—	—	—	
Balance as of January 1, 2023, as previously reported	\$ (7)	\$ (2,738)	\$ (591)	\$ —	\$ (41)	\$ (221)	\$ (3,557)		
Cumulative effect adjustment from changes in accounting guidance, net of tax (expense) benefit of \$—, \$—, \$—, \$11, \$— and \$11	—	—	—	—	(41)	—	—	(41)	
Balance as of January 1, 2023, as adjusted	(7)	(2,738)	(591)	(41)	(318)	(221)	(3,598)		
Other comprehensive income (loss) before reclassifications	(24)	1,072	39	(318)	58	827			
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$5, \$14, \$7, \$—, \$— and \$26	(19)	(53)	(27)	—	—	—	(99)		
Other comprehensive income (loss) net of tax (expense) benefit of \$1, \$(304), \$(17), \$85, \$— and \$(235)	(5)	1,125	66	(318)	58	926			
Balance as of December 31, 2023	\$ (12)	\$ (1,613)	\$ (525)	\$ (359)	\$ (163)	\$ (2,672)			

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(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Cumulative impact of changes in discount rates used to measure long duration contracts			Cumulative foreign currency translation adjustment		Total
	losses	Net unrealized gains (losses) on other investments ⁽¹⁾	Pension and postretirement benefits	—	—	—	—	—	
Balance as of January 1, 2021, as previously reported	\$ —	\$ 1,745	\$ (848)	\$ —	\$ (4,941)	\$ (94)	\$ 803		
Cumulative effect adjustment from accounting change for adoption of ASU 2018-12 ⁽¹⁾ net of tax (expense) benefit of \$—, \$(691), \$—, \$1,313, \$— and \$622	—	2,601	—	(4,941)	—	—	(2,340)		
Balance as of January 1, 2021, as adjusted	—	4,346	(848)	(4,941)	(94)	(1,537)			
Other comprehensive income (loss) before reclassifications	(7)	(906)	207	941	(19)	216			
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$1, \$(21), \$10, \$—, \$— and \$(10)	(5)	81	(37)	—	—	39			
Other comprehensive income (loss) net of tax (expense) benefit of \$1, \$263, \$(65), \$(250), \$— and \$(51)	(2)	(987)	244	941	(19)	177			
Balance as of December 31, 2021	\$ (2)	\$ 3,359	\$ (604)	\$ (4,000)	\$ (113)	\$ (1,360)			

¹) See Note A to the Consolidated Financial Statements for additional information.

(In millions)	Net unrealized gains (losses) on investments with an allowance for credit			Cumulative impact of changes in discount rates used to measure long duration contracts			Cumulative foreign currency translation adjustment		Total
	losses	Net unrealized gains (losses) on other investments ⁽¹⁾	Pension and postretirement benefits	—	—	—	—	—	
Balance as of January 1, 2022, as previously reported	\$ (2)	\$ 1,039	\$ (604)	\$ —	\$ (4,000)	\$ (113)	\$ 320		
Cumulative effect adjustment from changes in accounting guidance, net of tax (expense) benefit of \$—, \$(617), \$—, \$1,063, \$— and \$446	—	2,320	—	(4,000)	—	—	(1,680)		
Balance as of January 1, 2022, as adjusted	(2)	3,359	(604)	(4,000)	(113)	(1,360)			
Other comprehensive income (loss) before reclassifications	—	(6,223)	(11)	3,959	(108)	(2,383)			
Amounts reclassified from accumulated other comprehensive income (loss) net of tax (expense) benefit of \$(1), \$21, \$6, \$—, \$— and \$26	5	(126)	(24)	—	—	(145)			
Other comprehensive income (loss) net of tax (expense) benefit of \$1, \$1,622, \$(3), \$(1,052), \$— and \$568	(5)	(6,097)	13	3,959	(108)	(2,238)			
Balance as of December 31, 2022	\$ (7)	\$ (2,738)	\$ (591)	\$ (41)	\$ (221)	\$ (3,598)			

Amounts reclassified from Accumulated other comprehensive income (loss) shown above are reported in Net income (loss) as follows:

Component of AOCI	Consolidated Statements of Operations Line Item Affected by Reclassifications
Net unrealized gains (losses) on investments with an allowance for credit losses and Net unrealized gains (losses) on other investments	Net investment gains (losses)
Pension and postretirement benefits	Other operating expenses and insurance claims and policyholders' benefits

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Note P. Business Segments

The Company's property and casualty commercial insurance operations are managed and reported in three business segments: Specialty, Commercial and International. These three segments are collectively referred to as Property & Casualty Operations. Specialty provides management and professional liability and other coverages through property and casualty products and services using a network of brokers, independent agencies and managing general underwriters. Commercial works with a network of brokers and independent agents to market a broad range of property and casualty insurance products to all types of insureds targeting small business, construction, middle markets and other commercial customers. The International segment underwrites property and casualty coverages on a global basis through a branch operation in Canada, a European business consisting of insurance companies based in the U.K. and Luxembourg and Hardy, the Company's Lloyd's syndicate.

The Company's operations outside of Property & Casualty Operations are managed and reported in two segments: Life & Group and Corporate & Other. Life & Group primarily includes the results of the long-term care business that is in run-off. Corporate & Other primarily includes certain corporate expenses, including interest on corporate debt, and the results of certain property and casualty business in run-off, including CNA Re, A&EP, a legacy portfolio of EWC policies and certain legacy mass tort reserves.

The accounting policies of the segments are the same as those described in Note A to the Consolidated Financial Statements. The Company manages most of its assets on a legal entity basis, while segment operations are generally conducted across legal entities. As such, only Insurance and Reinsurance receivables, Insurance reserves, Deferred acquisition costs, Goodwill and Deferred non-insurance warranty acquisition expense and revenue are readily identifiable for individual segments. Distinct investment portfolios are not maintained for every individual segment; accordingly, allocation of assets to each segment is not performed. Therefore, a significant portion of Net investment income and Net investment gains or losses are allocated primarily based on each segment's net carried insurance reserves, as adjusted. All significant intersegment income and expense have been eliminated. Income taxes have been allocated on the basis of the taxable income of the segments.

Approximately 11% 10%, 10% 11% and 10% of the Company's direct written premiums were derived from outside the United States for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022.

In the following tables, certain financial measures are presented to provide information used by management to monitor the Company's operating performance. Management utilizes these financial measures to monitor the Company's insurance operations and investment portfolio.

The performance of the Company's insurance operations is monitored by management through core income (loss). The Company's Chief Operating Decision Maker (CODM) is the Chief Executive Officer. For all segments, the CODM uses a multi-year trend of core income (loss) to assess the segments' operating performance and make decisions regarding the allocation of resources to each segment.

Core income (loss) is calculated by excluding from net income (loss) the after-tax effects of net investment gains or losses and gains or losses resulting from pension settlement transactions. Net investment gains or losses are excluded from the calculation of core income (loss) because they are generally driven by economic factors that are not necessarily reflective of the Company's primary operations. The calculation of core income (loss) excludes gains or losses resulting from pension settlement transactions as they result from decisions regarding the Company's defined benefit pension plans which is derived from certain income statement amounts, are unrelated to the Company's primary operations.

The Company's investment portfolio is monitored by management through analysis of various factors including unrealized gains and losses on securities, portfolio duration and exposure to market and credit risk.

Core income (loss) is calculated by excluding from net income (loss) the after-tax effects of net investment gains or losses. The calculation of core income (loss) excludes net investment gains or losses because net investment gains or losses are generally driven by economic factors that are not necessarily reflective of our primary operations.

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The Company's results of operations and selected balance sheet items by segment are presented in the following tables.

Year ended December 31, 2023 (In millions)	Specialty	Commercial	International	Group	& Other	Eliminations	Total
Net written premiums	\$ 3,329	\$ 4,880	\$ 1,237	\$ 447	\$ —	\$ (1)	\$ 9,892
Operating revenues							
Net earned premiums	\$ 3,307	\$ 4,547	\$ 1,176	\$ 451	\$ —	\$ (1)	\$ 9,480
Net investment income	558	645	103	896	62	—	2,264
Non-insurance warranty revenue	1,624	—	—	—	—	—	1,624
Other revenues	1	29	—	(1)	11	(10)	30

Total operating revenues	5,490	5,221	1,279	1,346	73	(11)	13,398
Claims, benefits and expenses							
Net incurred claims and benefits	1,923	2,995	722	1,317	82	—	7,039
Policyholders' dividends	8	21	—	—	—	—	29
Amortization of deferred acquisition costs	686	729	229	—	—	—	1,644
Non-insurance warranty expense	1,544	—	—	—	—	—	1,544
Other insurance related expenses	373	620	139	118	2	(1)	1,251
Other expenses	53	30	(4)	1	204	(10)	274
Total claims, benefits and expenses	4,587	4,395	1,086	1,436	288	(11)	11,781
Core income (loss) before income tax	903	826	193	(90)	(215)	—	1,617
Income tax (expense) benefit on core income (loss)	(195)	(174)	(48)	42	42	—	(333)
Core income (loss)	\$ 708	\$ 652	\$ 145	\$ (48)	\$ (173)	\$ —	\$ 1,284
Net investment gains (losses)							(99)
Income tax (expense) benefit on net investment gains (losses)							20
Net investment gains (losses), after tax							(79)
Net income (loss)							\$ 1,205
December 31, 2023							
(In millions)							
Reinsurance receivables	\$ 1,281	\$ 1,218	\$ 468	\$ 93	\$ 2,374	\$ —	\$ 5,434
Insurance receivables	1,053	2,024	388	5	—	—	3,470
Deferred acquisition costs	392	371	133	—	—	—	896
Goodwill	117	—	29	—	—	—	146
Deferred non-insurance warranty acquisition expense	3,661	—	—	—	—	—	3,661
Insurance reserves							
Claim and claim adjustment expenses	7,131	10,103	2,709	675	2,686	—	23,304
Unearned premiums	3,227	2,858	749	99	—	—	6,933
Future policy benefits	—	—	—	13,959	—	—	13,959
Deferred non-insurance warranty revenue	4,694	—	—	—	—	—	4,694

	Year ended December 31, 2022						
	Life & Corporate						
(In millions)	Specialty	Commercial	International	Group (1)	& Other	Eliminations	Total (1)
Net written premiums	\$ 3,306	\$ 4,193	\$ 1,164	\$ 467	\$ (1)	\$ (1)	\$ 9,128
Operating revenues							
Net earned premiums	\$ 3,203	\$ 3,923	\$ 1,070	\$ 473	\$ (1)	\$ (1)	\$ 8,667
Net investment income	431	488	63	804	19	—	1,805
Non-insurance warranty revenue	1,574	—	—	—	—	—	1,574
Other revenues	1	30	1	(1)	6	(5)	32
Total operating revenues	5,209	4,441	1,134	1,276	24	(6)	12,078
Claims, benefits and expenses							
Net incurred claims and benefits	1,839	2,607	637	1,469	76	—	6,628
Policyholders' dividends	6	19	—	—	—	—	25
Amortization of deferred acquisition costs	656	634	200	—	—	—	1,490
Non-insurance warranty expense	1,471	—	—	—	—	—	1,471
Other insurance related expenses	336	557	146	118	4	(1)	1,160
Other expenses	51	36	26	9	174	(5)	291
Total claims, benefits and expenses	4,359	3,853	1,009	1,596	254	(6)	11,065
Core income (loss) before income tax	850	588	125	(320)	(230)	—	1,013

Income tax (expense) benefit on core income (loss)	(182)	(122)	(19)	99	47	—	(177)
Core income (loss)	\$ 668	\$ 466	\$ 106	\$ (221)	\$ (183)	\$ —	\$ 836
Net investment gains (losses)							(199)
Income tax (expense) benefit on net investment gains (losses)							45
Net investment gains (losses), after tax							(154)
Net income (loss)						\$ 682	
December 31, 2022							
(In millions)							
Reinsurance receivables	\$ 1,384	\$ 1,062	\$ 414	\$ 101	\$ 2,477	\$ —	\$ 5,438
Insurance receivables	1,082	1,728	369	8	—	—	3,187
Deferred acquisition costs	381	321	104	—	—	—	806
Goodwill	117	—	27	—	—	—	144
Deferred non-insurance warranty acquisition expense	3,671	—	—	—	—	—	3,671
Insurance reserves							
Claim and claim adjustment expenses	6,878	9,395	2,403	695	2,749	—	22,120
Unearned premiums	3,193	2,425	653	103	—	—	6,374
Future policy benefits	—	—	—	13,480	—	—	13,480
Deferred non-insurance warranty revenue	4,714	—	—	—	—	—	4,714

Year ended December 31, 2024							
(In millions)	Specialty	Commercial	International	Life & Group	Corporate & Other	Eliminations	Total
Net written premiums	\$ 3,445	\$ 5,469	\$ 1,262	\$ 430	\$ —	\$ (1)	\$ 10,605
Operating revenues							
Net earned premiums	\$ 3,361	\$ 5,158	\$ 1,256	\$ 437	\$ —	\$ (1)	\$ 10,211
Net investment income	626	733	131	940	67	—	2,497
Non-insurance warranty revenue	1,609	—	—	—	—	—	1,609
Other revenues	2	29	—	—	13	(10)	34
Total operating revenues	5,598	5,920	1,387	1,377	80	(11)	14,351
Claims, benefits and expenses							
Net incurred claims and benefits	2,001	3,525	764	1,308	106	—	7,704
Policyholders' dividends	9	25	—	—	—	—	34
Amortization of deferred acquisition costs	740	824	234	—	—	—	1,798
Non-insurance warranty expense	1,547	—	—	—	—	—	1,547
Insurance related administrative expenses	362	613	182	119	—	(1)	1,275
Interest expense	—	—	—	—	133	—	133
Other expenses ⁽¹⁾	55	43	10	2	97	(10)	197
Total claims, benefits and expenses ⁽²⁾	4,714	5,030	1,190	1,429	336	(11)	12,688
Income tax (expense) benefit on core income (loss)	(190)	(188)	(44)	29	46	—	(347)
Core income (loss)	\$ 694	\$ 702	\$ 153	\$ (23)	\$ (210)	\$ —	\$ 1,316
Net investment gains (losses)							(81)
Income tax (expense) benefit on net investment gains (losses)							17
Net investment gains (losses), after tax							(64)
Pension settlement transaction gains (losses)							(371)
Income tax (expense) benefit on pension settlement transaction gains (losses)							78
Pension settlement transaction gains (losses), after tax							(293)
Net income (loss)						\$ 959	

(1) As Other expenses for the Company's property and casualty commercial insurance segments reflects expenses not directly related to the Company's insurance operations, including certain expenses related to the Company's non-insurance warranty business within Specialty, claims services offerings within Commercial and foreign currency transaction gains and losses within International. Other expenses for the Corporate & Other

segment reflects certain corporate expenses not attributable to the Company's ongoing property and casualty insurance operations.

(2) Excludes the impact of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021 pension settlement transaction gains (losses). Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

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Year ended December 31, 2021	Life & Corporate						
(In millions)	Specialty	Commercial	International	Group (1)	& Other	Eliminations	Total (1)
Net written premiums	\$ 3,225	\$ 3,595	\$ 1,101	\$ 485	\$ —	\$ (1)	\$ 8,405
Operating revenues							
Net earned premiums	\$ 3,076	\$ 3,552	\$ 1,057	\$ 491	\$ —	\$ (1)	\$ 8,175
Net investment income	497	624	57	966	15	—	2,159
Non-insurance warranty revenue	1,430	—	—	—	—	—	1,430
Other revenues	1	23	—	—	6	(6)	24
Total operating revenues	5,004	4,199	1,114	1,457	21	(7)	11,788
Claims, benefits and expenses							
Net incurred claims and benefits	1,787	2,540	652	1,261	109	—	6,349
Policyholders' dividends	3	19	—	—	—	—	22
Amortization of deferred acquisition costs	643	594	206	—	—	—	1,443
Non-insurance warranty expense	1,328	—	—	—	—	—	1,328
Other insurance related expenses	296	511	144	103	9	(1)	1,062
Other expenses	47	38	(2)	10	155	(6)	242
Total claims, benefits and expenses	4,104	3,702	1,000	1,374	273	(7)	10,446
Core income (loss) before income tax	900	497	114	83	(252)	—	1,342
Income tax (expense) benefit on core income (loss)	(196)	(103)	(28)	25	48	—	(254)
Core income (loss)	\$ 704	\$ 394	\$ 86	\$ 108	\$ (204)	\$ —	\$ 1,088
Net investment gains (losses)							120
Income tax (expense) benefit on net investment gains (losses)							(24)
Net investment gains (losses), after tax							96
Net income (loss)	\$ 704	\$ 394	\$ 86	\$ 108	\$ (204)	\$ —	\$ 1,184

Year ended December 31, 2021	Life & Corporate						
(In millions)	Specialty	Commercial	International	Group (1)	& Other	Eliminations	Total (1)
Reinsurance receivables	\$ 1,200	\$ 923	\$ 381	\$ 401	\$ 2,579	\$ —	\$ 5,484
Insurance receivables							
Insurance receivables	1,136	1,488	340	6	4	—	2,974
Deferred acquisition costs	363	278	96	—	—	—	737
Goodwill	117	—	31	—	—	—	148
Deferred non-insurance warranty acquisition expense	3,476	—	—	—	—	—	3,476
Insurance reserves							
Claim and claim adjustment expenses	6,433	8,890	2,280	848	2,817	—	21,268
Unearned premiums	3,001	2,066	585	109	—	—	5,761
Future policy benefits	—	—	—	18,298	—	—	18,298
Deferred non-insurance warranty revenue	4,503	—	—	—	—	—	4,503

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

December 31, 2024	Life & Corporate						
(In millions)	Specialty	Commercial	International	Group (1)	& Other	Eliminations	Total
Reinsurance receivables	\$ 1,405	\$ 1,710	\$ 539	\$ 82	\$ 2,336	\$ —	\$ 6,072
Insurance receivables							
Insurance receivables	1,062	2,219	410	4	2	—	3,697
Deferred acquisition costs	427	405	127	—	—	—	959
Goodwill	117	—	28	—	—	—	145
Deferred non-insurance warranty acquisition expense	3,525	—	—	—	—	—	3,525
Insurance reserves							
Claim and claim adjustment expenses	7,426	11,336	2,920	622	2,672	—	24,976

Unearned premiums	3,275	3,252	727	92	—	—	7,346
Future policy benefits	—	—	—	13,158	—	—	13,158
Deferred non-insurance warranty revenue	4,530	—	—	—	—	—	4,530

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Year ended December 31, 2023	Specialty	Commercial	International	Life & Group	Corporate & Other	Eliminations	Total
(In millions)	\$ 3,329	\$ 4,880	\$ 1,237	\$ 447	\$ —	\$ (1)	\$ 9,892
Net written premiums	\$ 3,329	\$ 4,880	\$ 1,237	\$ 447	\$ —	\$ (1)	\$ 9,892
Operating revenues							
Net earned premiums	\$ 3,307	\$ 4,547	\$ 1,176	\$ 451	\$ —	\$ (1)	\$ 9,480
Net investment income	558	645	103	896	62	—	2,264
Non-insurance warranty revenue	1,624	—	—	—	—	—	1,624
Other revenues	1	29	—	(1)	11	(10)	30
Total operating revenues	5,490	5,221	1,279	1,346	73	(11)	13,398
Claims, benefits and expenses							
Net incurred claims and benefits	1,923	2,995	722	1,317	82	—	7,039
Policyholders' dividends	8	21	—	—	—	—	29
Amortization of deferred acquisition costs	686	729	229	—	—	—	1,644
Non-insurance warranty expense	1,544	—	—	—	—	—	1,544
Insurance related administrative expenses	373	620	139	118	2	(1)	1,251
Interest expense	1	—	—	—	126	—	127
Other expenses (1)	52	30	(4)	1	78	(10)	147
Total claims, benefits and expenses	4,587	4,395	1,086	1,436	288	(11)	11,781
Income tax (expense) benefit on core income (loss)	(195)	(174)	(48)	42	42	—	(333)
Core income (loss)	\$ 708	\$ 652	\$ 145	\$ (48)	\$ (173)	\$ —	\$ 1,284
Net investment gains (losses)							(99)
Income tax (expense) benefit on net investment gains (losses)							20
Net investment gains (losses), after tax							(79)
Net income (loss)							\$ 1,205

(1) Other expenses for the Company's property and casualty commercial insurance segments reflects expenses not directly related to the Company's insurance operations, including certain expenses related to the Company's non-insurance warranty business within Specialty, claims services offerings within Commercial and foreign currency transaction gains and losses within International. Other expenses for the Corporate & Other segment reflects certain corporate expenses not attributable to the Company's ongoing property and casualty insurance operations.

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December 31, 2023	Specialty	Commercial	International	Life & Group	Corporate & Other	Eliminations	Total
(In millions)	\$ 1,281	\$ 1,218	\$ 468	\$ 93	\$ 2,374	\$ —	\$ 5,434
Reinsurance receivables	\$ 1,281	\$ 1,218	\$ 468	\$ 93	\$ 2,374	\$ —	\$ 5,434
Insurance receivables	1,053	2,024	388	5	—	—	3,470
Deferred acquisition costs	392	371	133	—	—	—	896
Goodwill	117	—	29	—	—	—	146
Deferred non-insurance warranty acquisition expense	3,661	—	—	—	—	—	3,661
Insurance reserves							
Claim and claim adjustment expenses	7,131	10,103	2,709	675	2,686	—	23,304
Unearned premiums	3,227	2,858	749	99	—	—	6,933
Future policy benefits	—	—	—	13,959	—	—	13,959

Deferred non-insurance warranty revenue	4,694	—	—	—	—	—	—	4,694
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Year ended December 31, 2022 (In millions)	Specialty	Commercial	International	Life & Group	Corporate & Other	Eliminations	Total
Net written premiums	\$ 3,306	\$ 4,193	\$ 1,164	\$ 467	\$ (1)	\$ (1)	\$ 9,128
Operating revenues							
Net earned premiums	\$ 3,203	\$ 3,923	\$ 1,070	\$ 473	\$ (1)	\$ (1)	\$ 8,667
Net investment income	431	488	63	804	19	—	1,805
Non-insurance warranty revenue	1,574	—	—	—	—	—	1,574
Other revenues	1	30	1	(1)	6	(5)	32
Total operating revenues	5,209	4,441	1,134	1,276	24	(6)	12,078
Claims, benefits and expenses							
Net incurred claims and benefits	1,839	2,607	637	1,469	76	—	6,628
Policyholders' dividends	6	19	—	—	—	—	25
Amortization of deferred acquisition costs	656	634	200	—	—	—	1,490
Non-insurance warranty expense	1,471	—	—	—	—	—	1,471
Insurance related administrative expenses	336	557	146	118	4	(1)	1,160
Interest expense	—	—	—	—	112	—	112
Other expenses (1)	51	36	26	9	62	(5)	179
Total claims, benefits and expenses	4,359	3,853	1,009	1,596	254	(6)	11,065
Income tax (expense) benefit on core income (loss)	(182)	(122)	(19)	99	47	—	(177)
Core income (loss)	\$ 668	\$ 466	\$ 106	\$ (221)	\$ (183)	\$ —	\$ 836
Net investment gains (losses)							(199)
Income tax (expense) benefit on net investment gains (losses)							45
Net investment gains (losses), after tax							(154)
Net income (loss)	\$ 682						

(1) Other expenses for the Company's property and casualty commercial insurance segments reflects expenses not directly related to the Company's insurance operations, including certain expenses related to the Company's non-insurance warranty business within Specialty, claims services offerings within Commercial and foreign currency transaction gains and losses within International. Other expenses for the Corporate & Other segment reflects certain corporate expenses not attributable to the Company's ongoing property and casualty insurance operations.

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Year ended December 31, 2022 (In millions)	Specialty	Commercial	International	Life & Group	Corporate & Other	Eliminations	Total
Reinsurance receivables	\$ 1,384	\$ 1,062	\$ 414	\$ 101	\$ 2,477	\$ —	\$ 5,438
Insurance receivables	1,082	1,728	369	8	—	—	3,187
Deferred acquisition costs	381	321	104	—	—	—	806
Goodwill	117	—	27	—	—	—	144
Deferred non-insurance warranty acquisition expense	3,671	—	—	—	—	—	3,671
Insurance reserves							
Claim and claim adjustment expenses	6,878	9,395	2,403	695	2,749	—	22,120
Unearned premiums	3,193	2,425	653	103	—	—	6,374
Future policy benefits	—	—	—	13,480	—	—	13,480
Deferred non-insurance warranty revenue	4,714	—	—	—	—	—	4,714

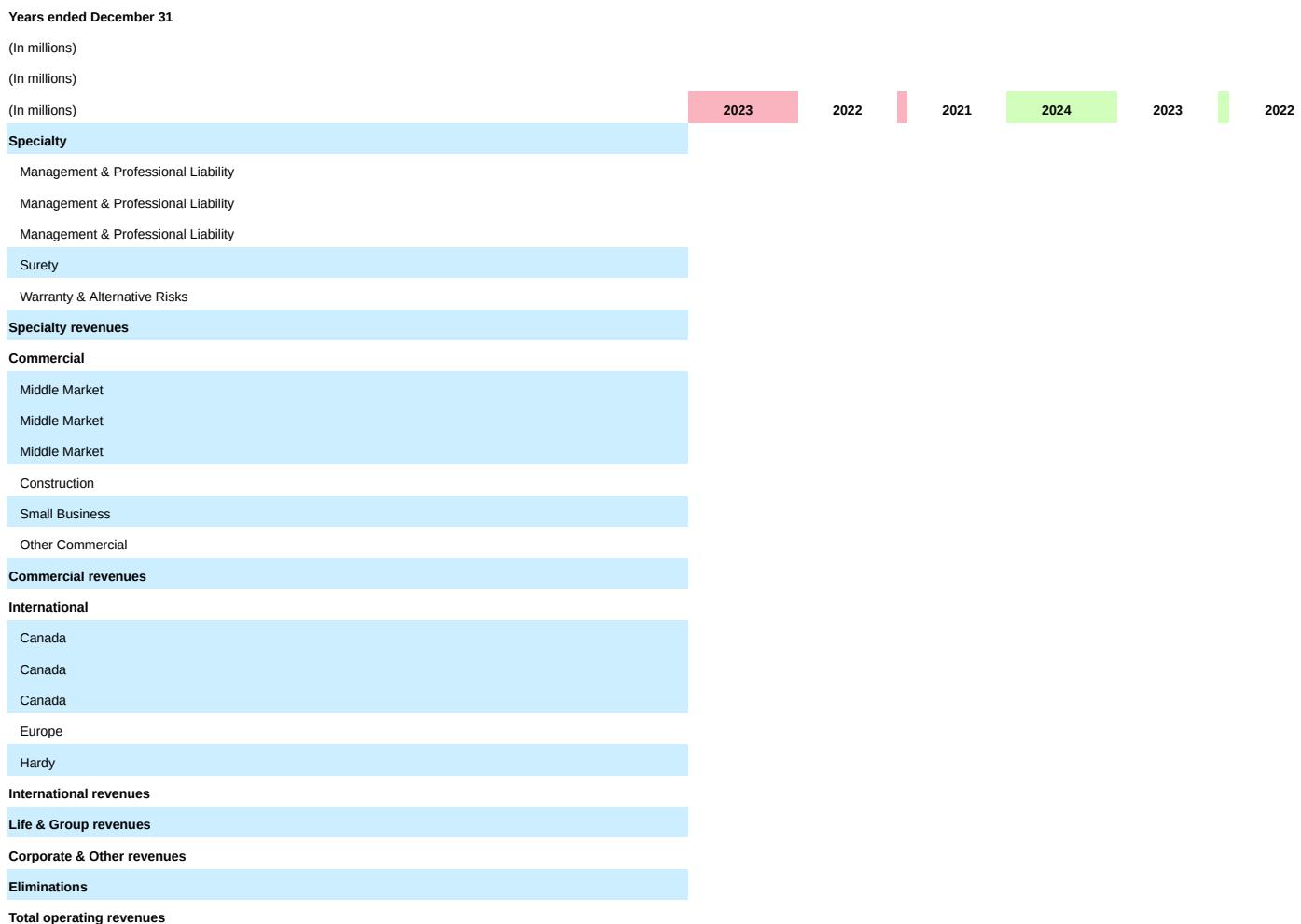
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The following table presents further detail of significant segment expenses included within Net incurred claims and benefits for the Property & Casualty segments.

Years ended December 31	2024	2023	2022
(In millions)			
Specialty			
Net incurred claim and claim adjustment expenses related to current year	\$ 2,010	\$ 1,937	\$ 1,877
Catastrophe losses	—	—	2
(Favorable) unfavorable development ⁽¹⁾	(9)	(14)	(40)
Commercial			
Net incurred claim and claim adjustment expenses related to current year	\$ 3,217	\$ 2,801	\$ 2,419
Catastrophe losses	318	207	222
(Favorable) unfavorable development ⁽¹⁾	(16)	(22)	(43)
International			
Net incurred claim and claim adjustment expenses related to current year	\$ 730	\$ 680	\$ 627
Catastrophe losses	40	29	23
(Favorable) unfavorable development ⁽¹⁾	(6)	13	(13)

(1) (Favorable) unfavorable development does not include the effects of interest accretion and change in allowance for uncollectible reinsurance and deductible amounts.

The following table presents operating revenues by line of business for each reportable segment.



Net investment gains (losses)**Total revenues**[Table of Contents](#)**Note Q. Quarterly Financial Data (Unaudited)**

The following table presents the effect of adoption of ASU 2018-12 on selected 2022 financial data.

	2022						
	Q1	Q2	Q3	Q4	Full Year		
(In millions, except per share data)							
Components of Income (Loss)							
Core income (loss)							
Prior to adoption	\$ 316	\$ 245	\$ 213	\$ 274	\$ 1,048		
Effect of adoption	(18)	(15)	(170)	(9)	(212)		
As reported	<u><u>\$ 298</u></u>	<u><u>\$ 230</u></u>	<u><u>\$ 43</u></u>	<u><u>\$ 265</u></u>	<u><u>\$ 836</u></u>		
Net income (loss)							
Prior to adoption	\$ 313	\$ 205	\$ 128	\$ 248	\$ 894		
Effect of adoption	(18)	(15)	(170)	(9)	(212)		
As reported	<u><u>\$ 295</u></u>	<u><u>\$ 190</u></u>	<u><u>\$ (42)</u></u>	<u><u>\$ 239</u></u>	<u><u>\$ 682</u></u>		
Other comprehensive income (loss), net of tax							
Prior to adoption	\$ (1,623)	\$ (1,410)	\$ (1,426)	\$ 582	\$ (3,877)		
Effect of adoption	603	627	586	(177)	1,639		
As reported	<u><u>\$ (1,020)</u></u>	<u><u>\$ (783)</u></u>	<u><u>\$ (840)</u></u>	<u><u>\$ 405</u></u>	<u><u>\$ (2,238)</u></u>		
Diluted Earnings (Loss) Per Common Share							
Core income (loss)							
Prior to adoption	\$ 1.16	\$ 0.90	\$ 0.78	\$ 1.01			
Effect of adoption	(0.07)	(0.06)	(0.62)	(0.04)			
As reported	<u><u>\$ 1.09</u></u>	<u><u>\$ 0.84</u></u>	<u><u>\$ 0.16</u></u>	<u><u>\$ 0.97</u></u>			
Net income (loss)							
Prior to adoption	\$ 1.15	\$ 0.75	\$ 0.47	\$ 0.91			
Effect of adoption	(0.07)	(0.06)	(0.62)	(0.04)			
As reported	<u><u>\$ 1.08</u></u>	<u><u>\$ 0.69</u></u>	<u><u>\$ (0.15)</u></u>	<u><u>\$ 0.87</u></u>			

As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Core income (loss) and Net income (loss) for 2022 decreased from what was previously reported under legacy accounting guidance generally driven by the cumulative effect of assumption differences and differences in reserving methodologies between legacy and new accounting guidance.

Core income (loss) and Net income (loss) for the third quarter of 2022 decreased \$170 million from what was previously reported under legacy accounting guidance, primarily related to the third quarter 2022 annual review of cash flow reserving assumptions. Under legacy accounting guidance, the third quarter 2022 gross premium valuation assessment indicated a pretax margin of \$125 million and no unlocking event occurred. Under the new guidance favorable changes to the upper-medium grade fixed income instrument discount rate were recorded through Accumulated other comprehensive income quarterly, while the net unfavorable impact of increased cost of care inflation offset by favorable premium rate action assumptions was recorded in income.

Other comprehensive income (loss), net of tax, for 2022 decreased from what was previously reported under legacy accounting guidance driven by increases in the upper-medium grade fixed-income instrument yield, which was used as the discount rate to re-measure the LFPB.

Note R. Related Party Transactions

The Company reimburses Loews for, or pays directly, fees and expenses of investment facilities and services provided to the Company. Additionally, the Company provides investment-related processing services to Loews and charges Loews for these services. The net amounts incurred by the Company for these fees, expenses and services were **\$55 million** **\$60 million**, **\$51 million** and **\$47 million** **\$51 million** for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021**, **2022**. Net amounts due to Loews related to these services, included in Other liabilities and payable in the first quarter of the subsequent year, were **\$28 million** **\$30 million** and **\$26 million** as of **December 31, 2023** **December 31, 2024** and **2022**, **2023**. In addition, the Company reimbursed Loews for general corporate services and related travel expenses of \$1 million for the years ended **December 31, 2023** **December 31, 2024** and **2022**, **2023**. The CNA Tax Group is included in the consolidated federal income tax return of Loews and its eligible subsidiaries. The related payable due to Loews, included in Other liabilities, was **\$17 million** for the year ended **December 31, 2024**. The related receivable from Loews, included in Other assets, was **\$23 million** and **\$18 million** for the **years** **year** ended **December 31, 2023** and **2022**. For a detailed description of the income tax agreement with Loews see Note D to the Consolidated Financial Statements.

In 2024, the Company invested in a commercial mortgage-backed securitization whose underlying mortgage loan is an obligation of an affiliate of Loews that matures in September of 2034. The Company purchased \$50 million of par at issuance across three separate investment grade tranches of the \$305 million securitization. The Company's position in this commercial mortgage-backed securitization is included in the Fixed maturity securities at fair value line on the Consolidated Balance Sheets and was \$50 million as of December 31, 2024. The Company recognized \$1 million of income in Net investment income related to this investment during the year ended December 31, 2024.

In 2021, the Company wrote an appeal bond for Loews at standard rates, which was increased in 2022, resulting in additional premium from Loews. The aforementioned appeal bond expired in December 2022. In addition, the Company writes, at standard rates, a limited amount of insurance for Loews and its subsidiaries. The earned premiums for each of the years ended **December 31, 2023** **December 31, 2024**, **2022**, **2023** and **2021**, **2022** were \$2 million, **\$3 million**, and **\$2 million**.

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Note S. R. Non-Insurance Revenues from Contracts with Customers

Non-Insurance revenue is recognized when obligations under the terms of a contract with a customer are satisfied; generally this occurs over time as obligations are fulfilled. Revenue is measured as the amount of consideration the Company expects to receive in exchange for providing services.

Deferred Non-Insurance Warranty Revenue

The Company had a deferred non-insurance warranty revenue balance balances of **\$4.7 billion** **\$4.5 billion** and **\$4.7 billion** reported in Deferred non-insurance warranty revenue as of **December 31, 2023** **December 31, 2024** and **2022**, **2023**. The decrease in the deferred revenue balance for the year ended December 31, 2024 was primarily driven by recognized revenue from prior periods outpacing new growth in the business. For the year ended December 31, 2024, the Company recognized \$1.4 billion of revenues that were included in the deferred revenue balance as of January 1, 2024. For the year ended December 31, 2023, the Company recognized \$1.4 billion of revenues that were included in the deferred revenue balance as of January 1, 2023. For the year ended December 31, 2022, the Company recognized \$1.3 billion of revenues that were included in the deferred revenue balance as of January 1, 2022. For the years ended **December 31, 2023** **December 31, 2024** and **2022**, **2023**, Non-insurance warranty revenue recognized from performance obligations related to prior periods due to a change in estimate was not material. The Company expects to recognize approximately \$1.4 billion of the deferred revenue in 2024, \$1.1 billion in 2025, \$1.0 billion in 2025, 2026, \$0.8 billion in 2026, 2027 and \$1.4 billion \$1.3 billion thereafter.

Cost to Obtain and Fulfill Non-Insurance Warranty Contracts with Customers

For each of the years ended **December 31, 2023** **December 31, 2024** and **2022**, **2023**, capitalized commission costs were **\$3.6 billion** **\$3.5 billion** and **\$3.6 billion** and capitalized administrator service costs were **\$62 million** **\$68 million** and **\$53 million**. For each of the years ended **December 31, 2023** **December 31, 2024** and **2022**, **2023**, the amount of amortization of capitalized costs was \$1.2 billion and there were no impairment losses related to the costs capitalized. There were no adjustments to deferred costs recorded for the years ended **December 31, 2023** **December 31, 2024** and **2022**, **2023**.

Note S. Subsequent Event

First Quarter 2025 California Wildfires Estimates

Pretax net catastrophe losses related to the California wildfires that occurred in January of 2025 are currently estimated between approximately \$40 million to \$70 million, and are anticipated to be reflected in the Company's first quarter 2025 results.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
CNA Financial Corporation
Chicago, Illinois

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of CNA Financial Corporation (an affiliate of Loews Corporation) and subsidiaries (the "Company") as of **December 31, 2023** **December 31, 2024** and **2022**, **2023**, the related consolidated statements of operations, comprehensive income (loss), cash flows, and stockholders' equity, for each of the

three years in the period ended **December 31, 2023** **December 31, 2024**, and the related notes and the schedules listed in the Index at Item 15 (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of **December 31, 2023** **December 31, 2024**, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of **December 31, 2023** **December 31, 2024** and **2022**, and the results of its operations and its cash flows for each of the three years in the period ended **December 31, 2023** **December 31, 2024**, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of **December 31, 2023** **December 31, 2024**, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Change in Accounting Principle

As discussed in Note A to the financial statements, the Company has changed its method of accounting for measurement and disclosure of long-duration contracts effective January 1, 2023, using the modified retrospective method applied as of the transition date of January 1, 2021, due to adoption of ASU 2018-12, Financial Services-Insurance (Topic 944): *Targeted Improvements to the Accounting For Long-Duration Contracts*.

Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

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Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Claim and claim adjustment expense reserves - Property & Casualty - Refer to Notes A and E to the financial statements.

Critical Audit Matter Description

The estimation of property and casualty claim and claim adjustment expense reserves ("P&C claim and claim adjustment expense reserves"), including those claims that are incurred but not reported, requires significant judgment. Estimating P&C claim and claim adjustment expense reserves is subject to a high degree of variability as it involves complex estimates that are generally derived using a variety of actuarial estimation techniques and numerous assumptions and expectations about future events, many of which are highly uncertain. Modest changes in judgments and assumptions can materially impact the valuation of these liabilities, particularly for claims with longer-tailed exposures such as workers' compensation, general liability and professional liability claims and certain shorter-tailed exposures, such as surety.

Given the significant judgments made by management in estimating P&C claim and claim adjustment expense reserves, auditing P&C claim and claim adjustment expense reserves required a high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to P&C claim and claim adjustment expense reserves included the following, among others:

- We tested the effectiveness of controls related to the determination of P&C claim and claim adjustment expense reserves, including those controls related to the estimation of and management's review of P&C claim and claim adjustment expense reserves.
- We tested the underlying data, including historical claims, that served as the basis for the actuarial analyses, to test that the inputs to the actuarial estimates were accurate and complete.
- With the assistance of our actuarial specialists:
 - We developed a range of independent estimates of P&C claim and claim adjustment expense reserves and compared the recorded reserves to our range of estimates.
 - We performed a retrospective review which involved comparing our prior year estimates of expected incurred losses to actual experience during the most recent year to identify potential bias in the Company's determination of P&C claim and claim adjustment expense reserves.

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- We developed a range of independent estimates of P&C claim and claim adjustment expense reserves and compared the recorded reserves to our range of estimates.
- We performed a retrospective review which involved comparing our prior year estimates of expected incurred losses to actual experience during the most recent year to identify potential bias in the Company's determination of P&C claim and claim adjustment expense reserves.

Future policy benefit reserves - Long-Term Care - Refer to Notes A and F to the financial statements.

Critical Audit Matter Description

The estimation of long-term care future policy benefit reserves ("LTC future policy benefit reserves") requires significant judgment in the selection of key assumptions, including morbidity and persistency (inclusive of mortality), persistency. Estimating future experience for long term care policies is subject to significant estimation risk as the required projection period spans several decades. Morbidity and persistency experience can be volatile and modest changes in each of these assumptions can materially impact the valuation of these liabilities.

Given the significant judgments made by management in estimating LTC future policy benefit reserves, auditing LTC future policy benefit reserves required a high degree of auditor judgment and an increased extent of effort, including the involvement of our actuarial specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to LTC future policy benefit reserves included the following, among others:

- We tested the effectiveness of controls related to the determination of LTC future policy benefit reserves, including those controls related to the estimation of and management's review of LTC future policy benefit reserves and determination of key assumptions.
- We tested the underlying data, including demographic and historical claims data, that served as the basis for the actuarial analyses, to test that the inputs to the actuarial estimates were accurate and complete.
- With the assistance of our actuarial specialists:
 - We independently recalculated cohort level LTC future policy benefit reserves and compared our estimates to the recorded reserves.
 - We evaluated the judgments made by management in setting assumptions, including comparing those assumptions to the Company's historical experience used as the basis for setting those assumptions.
 - For a sample of policies, we evaluated management's estimate of future cash flows. This included confirming that assumptions were applied as intended.

/s/ DELOITTE & TOUCHE LLP

Chicago, Illinois

February 6, 2024 11, 2025

We have served as the Company's auditor since 1976.

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MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of CNA Financial Corporation (CNAF or the Company) is responsible for establishing and maintaining adequate internal control over financial reporting. CNAF's internal control system was designed to provide reasonable assurance to the Company's management, its Audit Committee and Board of Directors regarding the preparation and fair presentation of published financial statements.

There are inherent limitations to the effectiveness of any internal control or system of control, however well designed, including the possibility of human error and the possible circumvention or overriding of such controls or systems. Moreover, because of changing conditions the reliability of internal controls may vary over time. As a result even effective internal controls can provide no more than reasonable assurance with respect to the accuracy and completeness of financial statements and their process of preparation.

CNAF management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023 December 31, 2024. In making this assessment, it has used the criteria set forth by the 2013 Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework. Based on

those criteria and our assessment we believe that, as of **December 31, 2023** **December 31, 2024**, the Company's internal control over financial reporting was effective. CNAF's independent registered public accountant, Deloitte & Touche LLP, has issued an audit report on the Company's internal control over financial reporting. This report appears on page **145** **141**.

CNA Financial Corporation
Chicago, Illinois
February **6, 2024** **11, 2025**

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ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

As of **December 31, 2023** **December 31, 2024**, the Company's management, including the Company's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), conducted an evaluation of the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based on this evaluation, the CEO and CFO have concluded that the Company's disclosure controls and procedures are effective.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, and the implementing rules of the Securities and Exchange Commission, the Company included a report of management's assessment of the design and effectiveness of its internal controls as part of this Annual Report on Form 10-K for the year ended **December 31, 2023** **December 31, 2024**. Management's report and the independent registered public accounting firm's attestation report are included in Part II, Item 8 under the captions entitled "Management's Report on Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm" and are incorporated herein by reference.

There has been no change in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended **December 31, 2023** **December 31, 2024** that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None. Insider Trading Arrangements

On November 15, 2024, Dino E. Robusto, the Company's then Chairman and Chief Executive Officer and now Executive Chairman of the Board, adopted a trading plan intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Securities Exchange Act of 1934. The plan provides for the sale of up to 75,000 shares of the Company's common stock. Mr. Robusto's trading plan is scheduled to terminate on February 27, 2026, subject to early termination in accordance with the terms of the plan.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

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PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information about our Executive Officers

NAME	NAME	REGISTRANT	AGE	OF CNA	POSITION AND OFFICES HELD WITH	FIRST BECAME EXECUTIVE OFFICER	PRINCIPAL OCCUPATION DURING PAST FIVE YEARS	NAME	REGISTRANT	AGE	OF CNA	POSITION AND OFFICES HELD WITH	FIRST BECAME EXECUTIVE OFFICER	PRINCIPAL OCCUPATION DURING PAST FIVE YEARS
Dino E. Robusto (1)	Dino E. Robusto (1)	Chief Executive Officer	65	2016	Chairman of the Board and Chief Executive Officer of CNA Financial Corporation since November 2016.			Dino E. Robusto (1)	Chief Executive Officer	66	2016	Chairman of the Board and Chief Executive Officer of CNA Financial Corporation since November 2016.		
Douglas M. Worman (1)	Executive Vice President & Global Head of Underwriting of the CNA Insurance Companies since March 2017.	Executive Vice President & Global Head of Underwriting	57	2017										

Scott R. Lindquist	Scott R. Lindquist	Executive Vice President & Chief Financial Officer of CNA Financial Corporation since February 2022. Executive Vice President of CNA Financial Corporation from January 2022 to February 2022. Retired from September 2021 to January 2022. Senior Advisor to the Chief Executive Officer of Farmers Group, Inc. from April 2021 through September 2021. Chief Financial Officer of Farmers Group, Inc. from February 2008 through April 2021.	Scott R. Lindquist	Executive Vice President & Chief Financial Officer of CNA Financial Corporation since February 2022. Executive Vice President of CNA Financial Corporation from January 2022 to February 2022. Retired from September 2021 to January 2022. Senior Advisor to the Chief Executive Officer of Farmers Group, Inc. from April 2021 through September 2021. Chief Financial Officer of Farmers Group, Inc. from February 2008 through April 2021.
Elizabeth A. Aguinaga	Elizabeth A. Aguinaga	Executive Vice President & Chief Human Resources Officer of the CNA Insurance Companies since February 2018.	Elizabeth A. Aguinaga	Executive Vice President & Chief Human Resources Officer of the CNA Insurance Companies since February 2018.
Nick Creatura	Nick Creatura	Nick Creatura	President & Chief Executive Officer, Canada of the CNA Insurance Companies since May 2017.	President & Chief Executive Officer, Canada
Daniel P. Franzetti	Daniel P. Franzetti	Executive Vice President & Chief Administrative Officer of the CNA Insurance Companies since June 2023. Executive Vice President, Worldwide Claims of the CNA Insurance Companies from April 2020 to June 2023. Chief Operating Officer, QBE North America from January 2018 through April 2020.	Daniel P. Franzetti	Executive Vice President & Chief Administrative Officer of the CNA Insurance Companies since June 2023. Executive Vice President, Worldwide Claims of the CNA Insurance Companies from April 2020 to June 2023. Chief Operating Officer, QBE North America from January 2018 through April 2020.
Robert J. Hopper	Robert J. Hopper	Executive Vice President & Chief Actuary of the CNA Insurance Companies since August 2020. Executive Vice President, Actuary of the CNA Insurance Companies from February 2020 through August 2020. Senior Vice President and Actuary for Chubb Commercial Insurance from 2005 through February 2020.	Robert J. Hopper	Executive Vice President & Chief Actuary of the CNA Insurance Companies since August 2020. Executive Vice President, Actuary of the CNA Insurance Companies from February 2020 through August 2020. Senior Vice President and Actuary for Chubb Commercial Insurance from 2005 through February 2020.
Mark James	Mark James	Executive Vice President, Chief Risk & Reinsurance Officer of the CNA Insurance Companies since July 2022. Senior Vice President, Global Chief Risk and Reinsurance Officer of the CNA Insurance Companies from October 2019 through July 2022. Senior Vice President, Global Reinsurance and Risk Management of the CNA Insurance Companies from April 2018 through October 2019.	Mark James	Executive Vice President, Chief Risk & Reinsurance Officer of the CNA Insurance Companies since July 2022. Senior Vice President, Global Chief Risk and Reinsurance Officer of the CNA Insurance Companies from October 2019 through July 2022.
Jane Possell	Jane Possell	Executive Vice President & Chief Information Officer, Analytics, Operations of the CNA Insurance Companies since January 2023. Senior Vice President & Chief Information Officer of the CNA Insurance Companies from September 2019 to January 2023. Senior Director, Technology/ Manager Systems and Operations - Digital and Business Insurance for Liberty Mutual Insurance from March 2019 to August 2019. Senior Director, Technology/Manager Systems and Operations for Liberty Mutual Insurance from March 2017 to March 2019.	Jane Possell	Executive Vice President & Chief Information Officer, Analytics, Operations of the CNA Insurance Companies since January 2023. Senior Vice President & Chief Information Officer, Analytics, Operations

Jalil Rehman	Jalil Rehman	President & Chief Executive Officer, U.K. & Europe	59	2020	President & Chief Executive Officer, U.K. & Europe of the CNA Insurance Companies since September 2020. Senior Vice President and Chief Operating Officer, U.K. & Europe of the CNA Insurance Companies from October 2018 to September 2020.	Jalil Rehman	President & Chief Executive Officer, U.K. & Europe	60	2020	President & Chief Executive Officer, U.K. & Europe of the CNA Insurance Companies since September 2020. Senior Vice President and Chief Operating Officer, U.K. & Europe of the CNA Insurance Companies from October 2018 to September 2020.
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Susan A. Stone	Executive Vice President & General Counsel of CNA Financial Corporation	63	2021	Executive Vice President & General Counsel of CNA Financial Corporation since June 2021. General Counsel, Marsh LLC, from February 2017 through May 2021.
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(1) As of January 1, 2025, Douglas M. Worman succeeded Dino E. Robusto as Chief Executive Officer of the Company and Mr. Robusto was appointed Executive Chairman of the Board of the Company.

NAME	POSITION AND OFFICES HELD WITH REGISTRANT		FIRST BECAME EXECUTIVE OFFICER OF CNA		PRINCIPAL OCCUPATION DURING PAST FIVE YEARS
	REGISTRANT	AGE	OFFICER OF CNA		
Susan A. Stone	Executive Vice President & General Counsel	62	2021		Executive Vice President & General Counsel of CNA Financial Corporation since June 2021. General Counsel, Marsh LLC, from February 2017 through May 2021.
Douglas M. Worman	Executive Vice President & Global Head of Underwriting	56	2017		Executive Vice President & Global Head of Underwriting of the CNA Insurance Companies since March 2017.

Officers are elected annually and hold office until their successors are elected and qualified, and are subject to removal by the Board of Directors.

The Company has adopted an insider trading policy governing the purchase, sale and other dispositions of the Company's securities by the Company's directors, officer and employees, as well as by the Company itself. The Company believes its insider trading policy is reasonably designed to promote compliance with insider trading laws, rules and regulations, and listing standards applicable to the Company. The Company's insider trading policy is filed as Exhibit 19.1 to this Form 10-K.

Additional information required in Part III, Item 10 has been omitted as we intend is incorporated by reference to include such information in our the sections "Corporate Governance-Director Nominees' Biographical Information and Business Experience", "Corporate Governance-Audit Committee" and "Corporate Governance-Code of Business Conduct and Ethics" of the definitive proxy statement for the 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2023 December 31, 2024.

ITEM 11. EXECUTIVE COMPENSATION

Information required in Part III, Item 11 has been omitted as we intend is incorporated by reference to include such information in our the sections "Corporate Governance-Director Compensation", "Executive Compensation-Compensation Discussion and Analysis (CD&A)", "Executive Compensation-Compensation Committee Report on Executive Compensation", "Executive Compensation-Compensation of Executive Officers" and "Executive Compensation-2024 Pay Ratio Disclosure" of the definitive proxy statement for the 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2023 December 31, 2024. Information disclosed in the proxy statement pursuant to the Item 402(v) of Regulation S-K is expressly not incorporated by reference herein.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Equity Compensation Plan

The table below presents the securities authorized for issuance under equity compensation plans. Performance share units are included at the maximum potential payout percentage.

Plan Category	Plan Category	(a)	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	(b)	(c)	Plan Category (a) (b) (c)
Equity compensation plans approved by security holders								
Equity compensation plans not approved by security holders								
Total								

Additional information required in Part III, Item 12 has been omitted as we intend is incorporated by reference to include such information in our the section "Stock Ownership of the Company" of the definitive proxy statement for the 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2023 December 31, 2024.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required in Part III, Item 13 has been omitted as we intend is incorporated by reference to include such information in our the sections "Corporate Governance-Director Independence" and "Corporate Governance-Related Party Transactions" of the definitive proxy statement for the 2025 Annual Meeting of the Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2023 December 31, 2024.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Our independent registered public accounting firm is Deloitte & Touche LLP (PCAOB No. 34).

Information required in Part III, Item 14 about aggregate fees billed is incorporated by reference to us by our principal accountant, the section "Ratification of Deloitte & Touche LLP (PCAOB ID No. 34) has been omitted as we intend to include such information in our Independent Registered Public Accountants for CNA for 2025" of the definitive proxy statement for the 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2023 December 31, 2024.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(1) FINANCIAL STATEMENTS:

	Page Number
Consolidated Statements of Operations - Years ended December 31, 2023, 2022, 2021 and 2020	60 57
Consolidated Statements of Comprehensive Income (Loss) - Years ended December 31, 2023, December 31, 2024, 2022, 2023 and 2021, 2022	61 58
Consolidated Balance Sheets - December 31, 2023, 2022 and 2021	62 59
Consolidated Statements of Cash Flows - Years ended December 31, 2023, 2022, 2021 and 2020	63 60
Consolidated Statements of Stockholders' Equity - Years ended December 31, 2023, 2022, 2021 and 2020	64 61
Notes to Consolidated Financial Statements	65 62
Report of Independent Registered Public Accounting Firm	145 141
Management's Report on Internal Control Over Financial Reporting	148 144

(2) FINANCIAL STATEMENT SCHEDULES:

Schedule I	Summary of Investments	157 153
Schedule II	Condensed Financial Information of Registrant (Parent Company)	157 153
Schedule III	Supplementary Insurance Information	161 157
Schedule IV	Reinsurance	161 157
Schedule V	Valuation and Qualifying Accounts	161 157
Schedule VI	Supplemental Information Concerning Property and Casualty Insurance Operations	162 158

(3) EXHIBITS:

	<u>Description of Exhibit</u>	<u>Exhibit Number</u>
(3) Articles of incorporation and by-laws:		
	Certificate of Incorporation of CNA Financial Corporation, as amended May 6, 1987 (Exhibit 3.1 to Form S-8 filed October 9, 1998 incorporated herein by reference)	3.1
	Certificate of Amendment of Certificate of Incorporation, dated May 14, 1998 (Exhibit 3.1a to 2006 Form 10-K incorporated herein by reference)	3.1.1
	Certificate of Amendment of Certificate of Incorporation, dated May 10, 1999 (Exhibit 3.1 to 1999 Form 10-K incorporated herein by reference)	3.1.2 P
	Certificate of Amendment of Certificate of Incorporation dated, May 1, 2024 (Exhibit 3.1.3 to June 30, 2024 Form 10-Q incorporated herein by reference)	3.1.3
	By-Laws of CNA Financial Corporation, as amended October 25, 2017 and restated effective October 30, 2024 (Exhibit 3.1 to Form 8-K filed October 25, 2017 October 30, 2024 incorporated herein by reference)	3.2

(4) Instruments defining the rights of security holders, including indentures:*

Registration Rights Agreement, dated August 8, 2006, between CNA Financial Corporation and Loews Corporation (Exhibit 10.1 to August 8, 2006 Form 8-K incorporated herein by reference)	4.1
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Description of Registered Securities (Exhibit 4.2 to 2019 Form 10-K incorporated herein by reference)	4.2
(10) Material contracts:	
Second Amended and Restated Credit Agreement dated December 6, 2023 among the registrant, Wells Fargo Bank, National Association, J.P. Morgan Chase Bank, N.A., Associated Bank, National Association, Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., The Northern Trust Company, and U.S. Bank National Association, Association (Exhibit 10.1 to 2023 Form 10-K incorporated herein by reference)	10.1
Federal Income Tax Allocation Agreement, dated February 29, 1980 between CNA Financial Corporation and Loews Corporation (Exhibit 10.2 to 1987 Form 10-K incorporated herein by reference)	10.2 P
Investment Facilities and Services Agreement, dated January 1, 2006, by and among Loews/CNA Holdings, Inc., CNA Financial Corporation and the Participating Subsidiaries (Exhibit 10.3 to 2007 Form 10-K incorporated herein by reference)	10.3
Amendment to Investment Facilities and Services Agreement, dated January 1, 2007, by and among Loews/CNA Holdings, Inc. and CNA Financial Corporation (Exhibit 10.3.1 to 2007 Form 10-K incorporated herein by reference)	10.3.1
CNA Financial Corporation Incentive Compensation Plan, as amended and restated, effective as of January 1, 2020 (Exhibit A to Form DEF 14A, filed March 20, 2020)	10.4
CNA Supplemental Executive Retirement Plan, restated as of January 1, 2015 (Exhibit 10.5 to June 30, 2015 Form 10-Q incorporated herein by reference)	10.5
CNA Deferred Compensation and Savings Plan, restated as of January 1, 2022 (Exhibit 10.6 to December 31, 2021 Form 10-K incorporated herein by reference)	10.6
Form of Award Letter to Executive Officers, along with Form of Award Terms, for the Annual Performance Share Plan (Exhibit 10.1 to March 31, 2017 Form 10-Q incorporated herein by reference)	10.7
Employment Agreement, dated August 10, 2020 June 5, 2024, between CNA Financial Corporation and Dino E. Robusto (Exhibit 10.1 to June 30, 2024 Form 8-K filed August 10, 2020 10-Q incorporated herein by reference)	10.8
Employment Agreement, dated June 5, 2024, between CNA Financial Corporate and Douglas M. Worman (Exhibit 10.2 to June 30, 2024 Form 10-Q incorporated herein by reference)	10.9
General Release and Separation Agreement, dated July 7, 2023 between CNA Financial Corporation and Gary Haase (Exhibit 10.2 to June 30, 2023 Form 10-Q incorporated herein by reference)	10.9
General Release and Separation Agreement, dated March 15, 2022 between CNA Financial Corporation and Kevin Smith (Exhibit 10.1 to March 31, 2022 Form 10-Q incorporated herein by reference)	10.10
10.11	
Master Transaction Agreement, dated July 14, 2010, among Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd., CNA Insurance Company Limited, National Indemnity Company and, solely for purposes of Sections 5.19 and 7.3(b) thereof, Berkshire Hathaway Inc. (Exhibit 10.1 to Form 8-K filed July 16, 2010 incorporated herein by reference)	10.12

Administrative Services Agreement, dated August 31, 2010, among Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd., CNA Insurance Company Limited and National Indemnity Company (Exhibit 10.1 to Form 8-K filed September 1, 2010 incorporated herein by reference)	10.13
Collateral Trust Agreement, dated August 31, 2010, among Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd., CNA Insurance Company Limited, National Indemnity Company and Wells Fargo Bank, National Association (Exhibit 10.2 to Form 8-K filed September 1, 2010 incorporated herein by reference)	10.14
Loss Portfolio Transfer Reinsurance Agreement, dated August 31, 2010, among Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd., CNA Insurance Company Limited and National Indemnity Company (Exhibit 10.3 to Form 8-K filed September 1, 2010 incorporated herein by reference)	10.15
Amendment No. 1 to the Master Transaction Agreement, dated August 31, 2010, among Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd., CNA Insurance Company Limited and National Indemnity Company (Exhibit 10.4 to Form 8-K filed September 1, 2010 incorporated herein by reference)	10.16
Parental Guarantee Agreement, dated August 31, 2010, made by Berkshire Hathaway Inc. in favor of Continental Casualty Company, The Continental Insurance Company, Continental Reinsurance Corporation International, Ltd. and CNA Insurance Company Limited (Exhibit 10.5 to Form 8-K filed September 1, 2010 incorporated herein by reference)	10.17
Master Transaction Agreement, dated as of December 30, 2020, by and between Continental Casualty Company and Cavello Bay Reinsurance Limited (including the forms of the Reinsurance Agreement and Trust Agreement) (Exhibit 10.1 to Form 8-K filed December 31, 2020 incorporated herein by reference)	10.18
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(21) Subsidiaries of the Registrant	
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(32)	
Written Statement of the Chief Executive Officer of CNA Financial Corporation Pursuant to 18 U.S.C. Section 1350 (As adopted by Section 906 of the Sarbanes-Oxley Act of 2002)	
Written Statement of the Chief Executive Officer of CNA Financial Corporation Pursuant to 18 U.S.C. Section 1350 (As adopted by Section 906 of the Sarbanes-Oxley Act of 2002)	
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[Written Statement of the Chief Financial Officer of CNA Financial Corporation Pursuant to 18 U.S.C. Section 1350 \(As adopted by Section 906 of the Sarbanes-Oxley Act of 2002\)](#)

[Written Statement of the Chief Financial Officer of CNA Financial Corporation Pursuant to 18 U.S.C. Section 1350 \(As adopted by Section 906 of the Sarbanes-Oxley Act of 2002\)](#)

[Written Statement of the Chief Financial Officer of CNA Financial Corporation Pursuant to 18 U.S.C. Section 1350 \(As adopted by Section 906 of the Sarbanes-Oxley Act of 2002\)](#)

(97)

(97)

(97)

[CNA Financial Corporation Clawback Policy \(Exhibit 97.1 to December 31, 2023 Form 10-K incorporated herein by reference\)](#)

[CNA Financial Corporation Clawback Policy \(Exhibit 97.1 to December 31, 2023 Form 10-K incorporated herein by reference\)](#)

[CNA Financial Corporation Clawback Policy \(Exhibit 97.1 to December 31, 2023 Form 10-K incorporated herein by reference\)](#)

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XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

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Inline XBRL Taxonomy Extension Schema

Inline XBRL Taxonomy Extension Schema

Inline XBRL Taxonomy Extension Schema

Inline XBRL Taxonomy Extension Calculation Linkbase

Inline XBRL Taxonomy Extension Calculation Linkbase

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(104)

* CNA Financial Corporation hereby agrees to furnish to the Commission upon request copies of instruments with respect to long-term debt, pursuant to Item 601(b)(4) (iii) of Regulation S-K.

* CNA Financial Corporation hereby agrees to furnish to the Commission upon request copies of instruments with respect to long-term debt, pursuant to Item 601(b)(4) (iii) of Regulation S-K.

* CNA Financial Corporation hereby agrees to furnish to the Commission upon request copies of instruments with respect to long-term debt, pursuant to Item 601(b)(4) (iii) of Regulation S-K.

P - Per Item 102(d) of Regulation S-T [17CFR 232.102(d)], these exhibits do not need to be hyperlinked.

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P - Per Item 102(d) of Regulation S-T [17CFR 232.102(d)], these exhibits do not need to be hyperlinked.

+ Management contract or compensatory plan or arrangement.

+ Management contract or compensatory plan or arrangement.

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Except for Exhibits 10.1, 21.1, 23.1, 31.1, 31.2, 32.1, 32.2, 97.1 and the XBRL documents as discussed in the note above, the exhibits above are not included in this report, but are on file with the SEC.

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Except for Exhibits 10.1, 21.1, 23.1, 31.1, 31.2, 32.1, 32.2, 97.1 and the XBRL documents as discussed in the note above, the exhibits above are not included in this report, but are on file with the SEC.
Except for Exhibits 10.1, 19.1, 21.1, 23.1, 31.1, 31.2, 32.1, 32.2, 97.1 and the XBRL documents as discussed in the note above, the exhibits above are not included in this report, but are on file with the SEC.

SCHEDULE I. SUMMARY OF INVESTMENTS - OTHER THAN INVESTMENTS IN RELATED PARTIES

Incorporated herein by reference to Note B to the Consolidated Financial Statements included under Item 8.

SCHEDULE II. CONDENSED FINANCIAL INFORMATION OF REGISTRANT (PARENT COMPANY)

CNA Financial Corporation
Statements of Operations and Comprehensive Income

Years ended December 31	2023	2022 (1)	2021 (1)
(In millions)			
Revenues			
Net investment income	\$ 41	\$ 8	\$ —
Total revenues	41	8	—
Expenses			
Administrative and general	2	1	1
Interest	126	112	112
Total expenses	128	113	113
Loss from operations before income taxes and equity in net income of subsidiaries	(87)	(105)	(113)
Income tax benefit	4	6	11
Loss before equity in net income of subsidiaries	(83)	(99)	(102)
Equity in net income of subsidiaries	1,288	781	1,286
Net income	1,205	682	1,184
Equity in other comprehensive income (loss) of subsidiaries	926	(2,238)	177
Total comprehensive income (loss)	\$ 2,131	\$ (1,556)	\$ 1,361

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Revenues			
Net investment income	\$ 42	\$ 41	\$ 8
Total revenues	42	41	8
Expenses			
Administrative and general	2	2	1
Interest	132	126	112
Total expenses	134	128	113
Loss from operations before income taxes and equity in net income of subsidiaries	(92)	(87)	(105)
Income tax benefit	7	4	6
Loss before equity in net income of subsidiaries	(85)	(83)	(99)
Equity in net income of subsidiaries	1,044	1,288	781
Net income	959	1,205	682
Equity in other comprehensive income (loss) of subsidiaries	681	926	(2,238)
Total comprehensive income (loss)	\$ 1,640	\$ 2,131	\$ (1,556)

See accompanying Notes to Condensed Financial Information as well as the Consolidated Financial Statements and accompanying Notes.

CNA Financial Corporation
Balance Sheets

December 31

(In millions, except share data)

	2023	2022 (1)
Assets		
Investment in subsidiaries	\$ 11,948	\$ 10,786
Cash	1	2
Short-term investments	1,009	578
Amounts due from affiliates	4	4
Other assets	1	—
Total assets	\$ 12,963	\$ 11,370
Liabilities		
Short-term debt	\$ 550	\$ 243
Long-term debt	2,481	2,538
Other liabilities	39	41
Total liabilities	3,070	2,822
Stockholders' Equity		
Common stock (\$2.50 par value; 500,000,000 shares authorized; 273,040,243 shares issued; 270,881,457 and 270,895,902 shares outstanding)	683	683
Additional paid-in capital	2,221	2,220
Retained earnings	9,755	9,336
Accumulated other comprehensive loss	(2,672)	(3,598)
Treasury stock (2,158,786 and 2,144,341 shares), at cost	(94)	(93)
Total stockholders' equity	9,893	8,548
Total liabilities and stockholders' equity	\$ 12,963	\$ 11,370

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

December 31

(In millions, except share data)

	2024	2023
Assets		
Investment in subsidiaries	\$ 12,684	\$ 11,948
Cash	1	1
Short-term investments	846	1,009
Amounts due from affiliates	4	4
Other assets	1	1
Total assets	\$ 13,536	\$ 12,963
Liabilities		
Short-term debt	\$ —	\$ 550
Long-term debt	2,973	2,481
Other liabilities	50	39
Total liabilities	3,023	3,070
Stockholders' Equity		
Common stock (\$2.50 par value; 500,000,000 shares authorized; 273,040,243 shares issued; 270,844,681 and 270,881,457 shares outstanding)	683	683
Additional paid-in capital	2,229	2,221
Retained earnings	9,686	9,755
Accumulated other comprehensive loss	(1,991)	(2,672)
Treasury stock (2,195,562 and 2,158,786 shares), at cost	(94)	(93)
Total stockholders' equity	10,513	9,893
Total liabilities and stockholders' equity	\$ 13,536	\$ 12,963

See accompanying Notes to Condensed Financial Information as well as the
Consolidated Financial Statements and accompanying Notes.

CNA Financial Corporation
Statements of Cash Flows

Years ended December 31	2023	2022 (1)	2021 (1)
(In millions)			
Cash Flows from Operating Activities			
Net income	\$ 1,205	\$ 682	\$ 1,184
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Equity in net income of subsidiaries	(1,288)	(781)	(1,286)
Dividends received from subsidiaries	1,055	990	880
Other, net	2	28	33
Net cash flows provided by operating activities	974	919	811
Cash Flows from Investing Activities			
Change in short-term investments	(395)	114	(163)
Capital contributions to subsidiaries	(3)	—	—
Net cash flows (used) provided by investing activities	(398)	114	(163)
Cash Flows from Financing Activities			
Dividends paid to common stockholders	(787)	(982)	(621)
Proceeds from the issuance of debt	491	—	—
Repayment of debt	(243)	—	—
Purchase of treasury stock	(24)	(39)	(18)
Other, net	(14)	(11)	(8)
Net cash flows used by financing activities	(577)	(1,032)	(647)
Net change in cash	(1)	1	1
Cash, beginning of year	2	1	—
Cash, end of year	\$ 1	\$ 2	\$ 1

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

Years ended December 31	2024	2023	2022
(In millions)			
Cash Flows from Operating Activities			
Net income	\$ 959	\$ 1,205	\$ 682
Adjustments to reconcile net income to net cash flows provided by operating activities:			
Equity in net income of subsidiaries	(1,044)	(1,288)	(781)
Dividends received from subsidiaries	995	1,055	990
Other, net	9	2	28
Net cash flows provided by operating activities	919	974	919
Cash Flows from Investing Activities			
Change in short-term investments	204	(395)	114
Capital contributions to subsidiaries	(6)	(3)	—
Net cash flows provided (used) by investing activities	198	(398)	114
Cash Flows from Financing Activities			
Dividends paid to common stockholders	(1,025)	(787)	(982)
Proceeds from the issuance of debt	490	491	—
Repayment of debt	(550)	(243)	—
Purchase of treasury stock	(20)	(24)	(39)
Other, net	(12)	(14)	(11)
Net cash flows used by financing activities	(1,117)	(577)	(1,032)
Net change in cash	—	(1)	1
Cash, beginning of year	1	2	1
Cash, end of year	\$ 1	\$ 1	\$ 2

See accompanying Notes to Condensed Financial Information as well as the Consolidated Financial Statements and accompanying Notes.

Notes to Condensed Financial Information

A. Summary of Significant Accounting Policies

Basis of Presentation

The condensed financial information of CNA Financial Corporation (CNAF or the Parent Company) should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in Item 8 of this Form 10-K. CNAF's subsidiaries are accounted for using the equity method of accounting. Equity in net income of these subsidiaries is presented on the Condensed Statements of Operations as Equity in net income of subsidiaries. Loews owned approximately 92% of the outstanding common stock of CNAF as of December 31, 2023 December 31, 2024.

SCHEDULE III. SUPPLEMENTARY INSURANCE INFORMATION

Incorporated herein by reference to Note P to the Consolidated Financial Statements included under Item 8.

SCHEDULE IV. REINSURANCE

Incorporated herein by reference to Note H to the Consolidated Financial Statements included under Item 8.

SCHEDULE V. VALUATION AND QUALIFYING ACCOUNTS

(In millions)	Balance at Beginning of Period (In millions)	Charged to Costs and Expenses	Charged to Other Accounts	Balance at End of Period (In millions)	Charged to Costs and Expenses	Charged to Other Accounts	Balance at End of Period
Year ended December 31, 2024							
Allowance for uncollectible:							
Allowance for uncollectible:							
Allowance for uncollectible:							
Insurance and reinsurance receivables							
Insurance and reinsurance receivables							
Insurance and reinsurance receivables							
Allowance for credit losses:							
Mortgage loan receivables							
Mortgage loan receivables							
Mortgage loan receivables							
Fixed maturity securities							
Year ended December 31, 2023							
Allowance for uncollectible:							
Allowance for uncollectible:							
Allowance for uncollectible:							
Insurance and reinsurance receivables							
Insurance and reinsurance receivables							
Insurance and reinsurance receivables							
Allowance for credit losses:							
Mortgage loan receivables							
Mortgage loan receivables							

Mortgage loan receivables

Insurance and
reinsurance
receivables

Allowance for credit
losses:

 Fixed maturity securities
 Fixed maturity securities
 Fixed maturity securities

**Year ended December 31,
2022**

Allowance for uncollectible:

Allowance for uncollectible:

Allowance for uncollectible:

 Insurance and reinsurance
 receivables
 Insurance and reinsurance
 receivables
 Insurance and reinsurance
 receivables

Allowance for credit
losses:

 Mortgage loan receivables
 Mortgage loan receivables
 Mortgage loan receivables

 Insurance and
 reinsurance
 receivables

Allowance for credit
losses:

 Fixed maturity securities
 Fixed maturity securities
 Fixed maturity securities

**Year ended December 31,
2021**

Allowance for uncollectible:

Allowance for uncollectible:

Allowance for uncollectible:

 Mortgage loan receivables
 Mortgage loan receivables
 Mortgage loan receivables

 Insurance and
 reinsurance
 receivables

Allowance for credit
losses:

 Fixed maturity securities
 Fixed maturity securities
 Fixed maturity securities

Effects of foreign currency translation, changes in the estimate of the allowance for **uncollectible credit losses on** mortgage loan receivables, increases in the estimate of the allowance for credit losses on fixed maturity securities and allowances established with respect to assets purchased with credit deterioration are presented within the *Charged to Other Accounts* column in the table above. Write-offs of uncollectible amounts and reductions to the allowance for credit losses due to securities sold during the period or the reversal for securities that had an allowance recorded in a previous period are presented within the *Deductions* column in the table above.

SCHEDULE VI. SUPPLEMENTAL INFORMATION CONCERNING PROPERTY AND CASUALTY INSURANCE OPERATIONS

As of and for the years ended December 31	As of and for the years ended December 31	As of and for the years ended December 31		As of and for the years ended December 31	As of and for the years ended December 31		Consolidated Property and Casualty Operations
		2023	2022		2021 (1)	2024 (In millions)	
(In millions)	(In millions)						
Balance Sheet Data							
Deferred acquisition costs							
Deferred acquisition costs							
Deferred acquisition costs		\$ 959	\$ 896				
Reserves for unpaid claim and claim adjustment expenses		24,976	23,304	23,304			
Reserves for unpaid claim and claim adjustment expenses							
Reserves for unpaid claim and claim adjustment expenses							
Discount deducted from claim and claim adjustment expense reserves above (based on interest rates ranging from 3.5% to 6.4%)							
Discount deducted from claim and claim adjustment expense reserves above (based on interest rates ranging from 3.5% to 6.4%)							
Discount deducted from claim and claim adjustment expense reserves above (based on interest rates ranging from 3.5% to 6.4%)							
Discount deducted from claim and claim adjustment expense reserves above (based on interest rates ranging from 3.5% to 6.6%)		615	647				
Unearned premiums	Unearned premiums	7,346	6,933	6,933			
Unearned premiums							
Unearned premiums							
Statement of Operations Data							
Statement of Operations Data							
Net written premiums							
Net written premiums							
Net written premiums							
Net earned premiums							
Net investment income							
Incurred claim and claim adjustment expenses related to current year							
Incurred claim and claim adjustment expenses related to prior years							
Amortization of deferred acquisition costs							
Paid claim and claim adjustment expenses							

(1) As of January 1, 2023, the Company adopted ASU 2018-12 using the modified retrospective method applied as of the transition date of January 1, 2021. Prior period amounts in the financial statements have been adjusted to reflect application of the new guidance. See Note A to the Consolidated Financial Statements for additional information.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CNA Financial Corporation

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Dino E. Robusto** **Douglas M. Worman**
Dino E. Robusto **Douglas M. Worman**
President and Chief Executive Officer
(Principal Executive Officer)

Dated: **February 6, 2024** February 11, 2025

By

/s/ Scott R. Lindquist
Scott R. Lindquist
Chief Financial Officer
(Principal Financial Officer)

Dated: **February 6, 2024** February 11, 2025

By

/s/ Amy M. Smith
Amy M. Smith
Chief Accounting Officer
(Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Dino E. Robusto**
(Dino E. Robusto, Chief Executive Officer and Chairman of the Board of Directors)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Douglas M. Worman**
(Douglas M. Worman, Director, President and Chief Executive Officer)

Dated: February 11, 2025

By

/s/ **Michael A. Bless**
(Michael A. Bless, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Jose O. Montemayor**
(Jose O. Montemayor, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Don M. Randel**
(Don M. Randel, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Andre Rice**
(Andre Rice, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Kenneth I. Siegel**
(Kenneth I. Siegel, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Andrew H. Tisch**
(Andrew H. Tisch, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Benjamin J. Tisch**
(Benjamin J. Tisch, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **James S. Tisch**
(James S. Tisch, Director)

Dated: **February 6, 2024** February 11, 2025

By

/s/ **Jane Wang**
(Jane Wang, Director)

163 159

Execution Version

CNA Financial Corporation
Insider Trading Policy

Purpose

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REFINITIV 

This Insider Trading Policy ("Policy") requires compliance by directors, officers and employees of CNA Financial Corporation (together with its subsidiaries, "CNA") with the prohibitions under the federal securities laws against "insider trading". This area of law is complex and we urge you to contact the Financial Support & Transactions Division of the legal department if you have any questions.

Published Deal CUSIP #: 12611QAJ7 Scope

Published Revolving Facility CUSIP #: 12611QAK4

This policy applies to all directors, officers and employees of CNA.

SECOND AMENDED AND RESTATED Policy Statement

REVOLVING CREDIT AGREEMENT A. Insider Trading

Dated as Section 10(b) and Rule 10b-5 of December 6, 2023

among

CNA FINANCIAL CORPORATION,
as Borrower

The LENDERS Party Hereto,

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent

and

ASSOCIATED BANK, NATIONAL ASSOCIATION
BANK OF AMERICA, N.A.
BARCLAYS BANK PLC
CITIBANK, N.A.,
THE NORTHERN TRUST COMPANY, and
U.S. BANK NATIONAL ASSOCIATION
as Co-Documentation Agents

WELLS FARGO SECURITIES, LLC and JPMORGAN CHASE BANK, N.A.
Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES

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Exhibit C	- [RESERVED]
Exhibit D	- Form of Compliance Certificate of Borrower
Exhibit E	- Form of Promissory Note
Exhibit F-1	- Form of U.S. Tax Compliance Certificate
Exhibit F-2	- Form of U.S. Tax Compliance Certificate
Exhibit F-3	- Form of U.S. Tax Compliance Certificate
Exhibit F-4	- Form of U.S. Tax Compliance Certificate

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THIS SECOND AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of December 6, 2023 (this "Agreement") is among CNA FINANCIAL CORPORATION, a corporation organized under the laws of Delaware (the "Borrower"); the LENDERS from time to time party hereto; and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent.

Reference is made to that certain Amended and Restated Revolving Credit Agreement, dated as of December 19, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among the Borrower, the lenders party thereto and the Administrative Agent.

The Borrower has requested that the Lenders (as defined below) amend and restate the Existing Credit Agreement in its entirety in order to, among other things, extend the maturity of such credit facility. The Lenders are prepared to amend and restate the Existing Credit Agreement upon the terms and subject to the conditions set forth herein. This Agreement constitutes a continuation, and not a novation, of the Existing Credit Agreement as amended and restated hereby. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Certain Defined Terms As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" means any transaction, or any series of related transactions, consummated after the date of this Agreement, by which the Borrower and/or any of its Subsidiaries (i) acquires any Person or all or substantially all of the assets of any Person, whether through the purchase of assets, merger or otherwise, (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) control of at least a majority of Voting Stock of another Person or (iii) directly or indirectly acquires control of a more than 50% ownership interest in any partnership, joint venture or other entity, or of any general partnership (or equivalent) interest in any such entity.

"Additional Commitment Lender" has the meaning specified in Section 2.04(b)(iv).

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than zero, then Adjusted Term SOFR shall be deemed to be zero for purposes of this Agreement.

"Administrative Agent" means Wells Fargo, in its capacity as administrative agent for the Lenders hereunder or any successor in such capacity.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Advance" means an advance by a Lender to the Borrower as part of a Borrowing and refers to a Base Rate Advance or a SOFR Advance.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.

"Aggregate Specified Indebtedness" means the aggregate Specified Indebtedness of the Borrower and its Subsidiaries determined on a Consolidated basis in accordance with GAAP, subject to the provisos of the definition of Specified Indebtedness.

"Agreement" has the meaning given such term in the Preamble.

"Anniversary Date" has the meaning specified in Section 2.04(b)(i).

"Annual Statement" means the annual statutory financial statement of any Material Insurance Subsidiary required to be filed with the insurance commissioner (or similar authority) of its jurisdiction of incorporation (or, with respect to any Lloyd's syndicate in which any Material Insurance Subsidiary has a membership interest, an equivalent annual financial statement of such Lloyd's syndicate), which statement shall be in the form required by such Material Insurance Subsidiary's jurisdiction of incorporation (or Lloyd's, as applicable) or, if no specific form is so required, in the form of financial statements recommended by the NAIC (or Lloyd's, as applicable) to be used for filing annual statutory financial statements and shall contain the type of information recommended by the NAIC (or Lloyd's, as applicable) to be disclosed therein, together with all exhibits or schedules filed therewith.

"Anti-Corruption Laws" has the meaning specified in Section 4.01(n).

"Anti-Terrorism Laws" means all applicable laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules related to terrorism financing, money laundering, any predicate crime to money laundering or any financial record keeping, including any applicable provision of the PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Lending Office" means, with respect to any Lender, the office of such Lender specified as its "Lending Office" in the Administrative Questionnaire of such Lender or in the Assignment and Acceptance pursuant to

which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate.

"Applicable Rate" means, for any day, with respect to the Facility Fee, any SOFR Advance or any Base Rate Advance, the applicable rate per annum set forth below under the caption "Facility Fee", "SOFR Spread", or "Base Rate Spread", as the case may be, based upon the Borrower's Consolidated Capitalization Ratio in accordance with the following grid:

Pricing Levels	Consolidated Capitalization Ratio	Facility Fee	Applicable SOFR Loan Margin	All-In Drawn (SOFR Loans)	Applicable Base Rate Margin
I	≤ 0.15:1.0	0.125%	1.000%	1.125%	0.000%
II	≤ 0.25:1.0	0.150%	1.100%	1.250%	0.100%
III	≤ 0.30:1.0	0.175%	1.200%	1.375%	0.200%
IV	> 0.30:1.0	0.225%	1.400%	1.625%	0.400%

The Applicable Rate shall be determined and adjusted quarterly on the date five (5) Business Days after the day on which the Borrower provides a Compliance Certificate pursuant to Section 5.01(a)(iii) for the most recently completed fiscal quarter of the Borrower (each such date, a "Calculation Date"); provided that (a) the Applicable Rate shall be based on Pricing Level II until the first Calculation Date occurring after the Closing Date and, thereafter the Pricing Level shall be determined by reference to the Consolidated Capitalization Ratio as of the last day of the most recently completed fiscal quarter of the Borrower preceding the applicable Calculation Date, and (b) if the Borrower fails to provide a Compliance Certificate when due as required by Section 5.01(a)(iii) for the most recently completed fiscal quarter of the Borrower preceding the applicable Calculation Date, the Applicable Rate from the date on which such Compliance Certificate was required to have been delivered shall be based on Pricing Level IV until such time as such Compliance Certificate is delivered, at which time the Pricing Level shall be determined by reference to the Consolidated Capitalization Ratio as of the last day of the most recently completed fiscal quarter of the Borrower preceding such Calculation Date. The applicable Pricing Level shall be effective from one Calculation Date until the next Calculation Date. Any adjustment in the Pricing Level shall be applicable to all Advances then existing or subsequently made or issued.

Notwithstanding the foregoing, in the event that any financial statement or Compliance Certificate delivered pursuant to Section 5.01(a) is shown to be inaccurate (regardless of whether (i) this Agreement is in effect, (ii) any Commitments are in effect, or (iii) any Advance is outstanding when such inaccuracy is discovered or such financial statement or Compliance Certificate was delivered), and such inaccuracy, if corrected, would have led to the

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application of a higher Applicable Rate for any period (an "Applicable Period") than the Applicable Rate applied for such Applicable Period, then (A) the Borrower shall promptly (and in any case within five (5) Business Days) deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period, (B) the Applicable Rate for such Applicable Period shall be determined as if the Consolidated Capitalization Ratio in the corrected Compliance Certificate were applicable for such Applicable Period, and (C) the Borrower shall promptly (and in any case within five (5) Business Days) and retroactively be obligated to pay to the Administrative Agent the accrued additional interest and fees owing as a result of such increased Applicable Rate for such Applicable Period, which payment shall be *promptly* applied by the Administrative Agent in accordance with Section 2.06. Nothing in this paragraph shall limit the rights of the Administrative Agent and Lenders with respect to Section 2.07(b) and Section 6.01 nor any of their other rights under this Agreement. The Borrower's obligations under this paragraph shall survive the termination of the Commitments and the repayment of all other obligations hereunder.

"Approved Fund" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its activities that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means each of Wells Fargo Securities, LLC and JPMorgan Chase Bank, N.A., in each case in its capacity as a Joint Lead Arranger and Joint Bookrunner for the credit facility established hereby.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of Exhibit B, or any other form approved by the Administrative Agent.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.08(c)(iv).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

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"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Balance Sheet Indebtedness" means Indebtedness of any Person that would appear on a balance sheet of such Person prepared in accordance with GAAP.

"Base Rate" means for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 1/2 of 1% and (c) Adjusted Term SOFR for a one-month tenor in effect on such day plus 1%. The Base Rate for any day that is not a Business Day shall be the Base Rate as in effect on the immediately preceding Business Day. If on any day any rate described in clause (a), (b) or (c) above is not available for any reason, then the Base Rate shall be determined based upon the other rate or rates. Notwithstanding the foregoing, if the Base Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Base Rate Advance" means an Advance which bears interest at rates based upon the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(c)(i).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than zero, such Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

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"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or

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publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with Section 2.08(c)(i), and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with Section 2.08(c)(i).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

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"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of Section 3(42) of ERISA) the assets of any such "employee benefit plan" or "plan".

"Borrower" has the meaning specified in the Preamble.

"Borrowing" means a borrowing consisting of simultaneous Advances of the same Type made by each of the Lenders pursuant to Section 2.01.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Capitalized Lease Obligations" of a Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as finance leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Change in Control" means Loews shall cease to own beneficially and of record, free and clear of all Liens, other encumbrances, or voting agreements, restrictions or trusts of any kind at least 51% of the outstanding shares of capital stock of the Borrower on a fully diluted basis and shares representing the right to elect a majority of the Borrower's Board of Directors; provided, however, that a Change in Control shall not be deemed to have occurred at any time (a) Loews owns more of the capital stock of the Borrower than any other Person (including Persons acting in concert with such Person), (b) Loews owns beneficially and of record, free and clear of all Liens, other encumbrances or voting agreements, restrictions or trusts of any kind at least 35% of the outstanding shares of capital stock of the Borrower on a fully diluted basis and (c) a majority of the members of the Borrower's Board of Directors are officers or designees of Loews or the Borrower or any Significant Subsidiary.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall

Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision

(or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall, in the case of both clause (i) and (ii) be deemed to be a "Change in Law" regardless of the date enacted, adopted or issued.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" has the meaning specified in Section 2.01(a).

"Commitment Termination Date" means December 6, 2028 or, in the case of any Lender whose Commitment is extended pursuant to Section 2.04(b), the date to which such Commitment is extended; provided in each case that if any such date is not a Business Day, the relevant Commitment Termination Date of such Lender shall be the immediately preceding Business Day. When the term "Commitment Termination Date" is used herein without reference to any particular Lender, such term shall, in such instance, be deemed to be a reference to the latest Commitment Termination Date of any of the Lenders then in effect hereunder.

"Compliance Certificate" means a certificate of the chief financial officer or the treasurer of the Borrower substantially in the form attached as Exhibit D.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of Borrowing requests or prepayment, Conversion or Continuation notices, the applicability and length of lookback periods, the applicability of Section 8.04(d) and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated" refers to the consolidation of accounts of the Borrower and its Subsidiaries in accordance with GAAP (subject, when referring to unaudited

financial statements, to the absence of footnotes and normal year-end adjustments).

"Consolidated Capitalization Ratio" means, as of any date of determination, the ratio of (a) Aggregate Specified Indebtedness to (b) the sum of (i) Aggregate Specified Indebtedness plus (ii) Consolidated Net Worth.

"Consolidated Net Worth" means, at any date of determination, the amount of Consolidated common and preferred shareholders' equity of the Borrower and its Subsidiaries as at such date; provided, however, that accumulated other comprehensive income/loss will be excluded for purposes of calculating Consolidated Net Worth.

"Continuation", "Continue" and "Continued" each refers to a continuation of SOFR Advances from one Interest Period to the next Interest Period pursuant to Section 2.10(b).

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

"Convert", "Conversion" and "Converted" each refers to a conversion of Advances of one Type into Advances of the other Type pursuant to Section 2.08 or Section 2.10(a).

"Covered Party" has the meaning assigned thereto in Section 8.17(a).

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means an event that, with notice or lapse of time or both, would become an Event of Default.

"Defaulting Lender" means, subject to Section 2.20(e), any Lender that has (a) failed to fund any portion of any Advance within two Business Days of the date such Advance was required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) notified the Borrower, the Administrative Agent or any other Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund an Advance hereunder and states that such position is based on such Lender's determination that a condition precedent

to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with the terms of this Agreement relating to its obligations to fund its prospective Advances (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent), (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, (e) either itself or a direct or indirect parent company (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of any proceeding under any Debtor Relief Law, or has had a receiver, conservator, trustee or custodian appointed for it or has a parent company that has become the subject of any proceeding under any Debtor Relief Law, or has had a receiver, conservator, trustee or custodian appointed for it or (f) become the subject of a Bail-in Action; provided that a Lender shall not become a Defaulting Lender solely as the result of the acquisition or maintenance of an ownership interest in such Lender or any Person controlling such Lender or the exercise of control over such Lender or such controlling Person by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contract or agreement made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more

of clauses (a) through (e) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.20(e)) upon delivery of written notice of such determination to the Borrower and each Lender (or, if earlier, in the case of any Lender that gives notice pursuant to clause (a) or (b) above that any of the conditions to funding have not been or cannot be satisfied when, in fact, such conditions precedent have been or can be satisfied, on the date that such Lender failed to fund (in the case of clause (a)) or the date of the applicable notice or public statement (in the case of clause (b))).

“Designated Jurisdiction” means any country, region or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement that so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

“Disqualified Institution” means (a) any Person designated by the Borrower as a “Disqualified Institution” by written notice delivered to the Administrative Agent on or prior to the Effective Date, provided that the Borrower, by notice to the Administrative Agent and the Lenders after the Effective Date (including by posting such notice to the Platform) not less than five (5) Business Days prior to the effective date of such notice, shall be permitted to

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supplement from time to time in writing by name the list of Persons that are Disqualified Institutions to the extent that the Persons added by such supplements are competitors of the Borrower or any of its Subsidiaries, (b) those Persons primarily engaged in the insurance or mutual fund business, (c) those Persons primarily engaged in hedge fund business identified by the Borrower by written notice to the Administrative Agent from time to time after the Effective Date and (d) Affiliates of any Person referred to in clauses (a), (b) or (c) above that are clearly identifiable as being Affiliates of any such Person based on the name of such Affiliate and are not bona fide debt investment funds; providedhowever that “Disqualified Institutions” shall exclude any Person that the Borrower has designated as no longer being a “Disqualified Institution” by written notice delivered to the Administrative Agent from time to time.

“Dollar” and **“\$”** mean lawful money of the United States.

“DQ Trade Date” has the meaning specified in Section 8.06(i).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the earliest date as of which the conditions precedent to effectiveness set forth in Section 3.01 shall have been satisfied or waived, which shall be the date of this Agreement.

“Electronic Record” has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

“Electronic Signature” has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

“Eligible Assignee” means:

(a) a Lender and any Affiliate of such Lender (excluding any such Affiliate primarily engaged in the insurance or mutual fund business);

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(b) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$1,000,000,000;

(c) a savings bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$500,000,000;

(d) a commercial bank organized under the laws of any other country which is a member of the OECD or a political subdivision of any such country, and having total assets in excess of \$1,000,000,000; and

(e) a finance company or other financial institution or fund (whether a corporation, partnership or other Person, but excluding any corporation, partnership or other Person primarily engaged in the insurance or mutual fund business) which is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business, and having total assets in excess of \$500,000,000.

For the avoidance of doubt, each Disqualified Institution is subject to Section 8.06(i).

Notwithstanding the foregoing, an Eligible Assignee shall not include (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), (C) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person) or (D) Disqualified Institutions.

"Environmental Law" means any federal, state or local governmental law, rule, regulation, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or the treatment, storage, disposal, release, threatened release or handling of Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Clean Air Act, the Safe Drinking Water Act, the Atomic Energy Act and the Federal Insecticide, Fungicide and Rodenticide Act.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Erroneous Payment" has the meaning assigned thereto in Section 7.11(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned thereto in Section 7.11(d).

"Erroneous Payment Return Deficiency" has the meaning assigned thereto in Section 7.11(d).

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Events of Default" has the meaning specified in Section 6.01.

"Exchange Act" means the Securities Exchange Act of 1934 ("Exchange Act") prohibit anyone in possession of material nonpublic information about a company from engaging in transactions involving its securities. This also applies to a company itself, which may not engage in trading of its own securities (e.g., stock buy backs) when material information is known internally but not yet publicly disclosed. Further, "insiders" such as directors, executive officers (i.e., officers who set the strategy or make the policy for the company), controlling shareholders and others, including employees, with access to material nonpublic information owe a duty to all of the company's shareholders not to trade on the information. Even if an insider relied on factors other than inside information in trading, the mere possession of inside information may result in liability.

"Excluded Representations" means the representations and warranties set forth Therefore this Policy requires that if in clause (iii) your role as an employee, officer or director of Section 4.01(e) and in Section 4.01(f).

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in an Advance or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Advance or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.17) or (ii) such Lender changes its Applicable Lending Office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.15(g), Section 2.15(h), or Section 2.15(k) and (d) any withholding Taxes imposed pursuant to FATCA.

"Existing Agreement" means the Amended and Restated Revolving Credit Agreement dated as of December 19, 2019 among the Borrower, various lenders and Wells Fargo, as administrative agent.

"Existing Commitment Termination Date" has the meaning specified in Section 2.04(b)(i).

"Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Advances.

"Facility Fee" has the meaning specified in Section 2.03(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or

future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into between the United States and any other Governmental Authority in connection with the implementation of the foregoing, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement, or any treaty or convention among Governmental Authorities and implementing the foregoing.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority" means any federal government, any state, province or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government including any board of insurance, insurance department or insurance commissioner (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any such obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital CNA you have material nonpublic information about CNA or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such

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Indebtedness or (d) as an account party in respect of any Letter of Credit or letter of guaranty issued to support such Indebtedness, provided that the terms Guarantee shall not include (i) endorsements for collection or deposit in the ordinary course of business and (ii) obligations incurred by any Insurance Subsidiary in the ordinary course of its financial guaranty or other business.

"Hazardous Materials" means (a) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, and radon gas, (b) any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants" or "pollutants", or words of similar meaning and regulatory effect, under any Environmental Law and (c) any other substance exposure to which is regulated under any Environmental Law.

"Hostile Acquisition" means an Acquisition that has not been approved by the board of directors of the target company prior to the commencement of a tender offer, proxy contest or the like in respect thereof.

"Illegality Notice" has the meaning specified in Section 2.08(b).

"Increasing Lender" has the meaning specified in Section 2.05.

"Indebtedness" of a Person means, without duplication, such Person's (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of Property or services (excluding accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, acceptances, or similar instruments, (e) Capitalized Lease Obligations, (f) Net Hedging Obligations, (g) Guarantees, (h) all obligations, contingent or otherwise, of such Person relative to the face amount of drawn Letters of Credit and (i) repurchase obligations or liabilities of such Person with respect to accounts, notes receivable or securities sold by such Person (but excluding the obligations of any Insurance Subsidiary in respect of the repurchase of securities pursuant to Repurchase Agreements or the lending of securities pursuant to securities lending arrangements, in each case, entered into in the ordinary course of business).

"Indemnified Party" has the meaning specified in Section 8.04(b).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under this Agreement and (b) Other Taxes to the extent not otherwise described in the preceding clause (a).

"Insurance Regulatory Authority" means, for the Borrower or any Insurance Subsidiary, (a) the insurance department or similar administrative

authority or agency located in the state or other jurisdiction in which the Borrower or such Insurance Subsidiary is domiciled; and (b) if the Borrower or such Insurance Subsidiary is a member of a syndicate at Lloyd's, the Society and Corporation of Lloyd's.

"Insurance Subsidiary" means a Subsidiary of the Borrower which is engaged primarily in any insurance or reinsurance business.

"Interest Period" means, with respect to any SOFR Advance, the period beginning on the date such SOFR Advance is made or Continued, or Converted from a Base Rate Advance, and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each Interest Period shall be (subject to availability) one, three or six months, as the Borrower may, upon notice received by the Administrative Agent not later than 12:00 P.M. on the third U.S. Government Securities Business Day prior to the first day of such Interest Period, select; provided that:

(i) the Borrower may not select any Interest Period for any Lender that ends after the Commitment Termination Date in effect for such Lender;

(ii) each Interest Period that begins on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month;

(iii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day; and

(iv) no tenor that has been removed from this definition pursuant to Section 2.08(c)(iv) shall be available for specification in any Notice of Borrowing, notice of Conversion or notice of Continuation.

"Invested Assets" means, as of the end of any calendar year, the sum of total investments, cash and cash equivalents, accrued investment income and receivables for securities sold, all calculated consistently with the calculation of such items in the audited Consolidated balance sheet of the Borrower and its Subsidiaries for such calendar year.

"IRS" means the United States Internal Revenue Service.

"Lenders" means the lenders listed on the signature pages hereof and each Person that shall become a party hereto pursuant to Sections 2.05 and 8.06.

"Letter of Credit" of a Person means a letter of credit or similar instrument (excluding surety bonds issued in the ordinary course of its business) which is issued upon the application of such Person.

"License" means any license, certificate of authority, permit or other authorization which is required to be obtained from the Governmental Authority in connection with the operation, ownership or transaction of insurance business.

"Lien" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement having substantially the same effect as a lien, including the lien or retained security title of a conditional vendor.

"Loews" means Loews Corporation, a Delaware corporation.

"Majority Lenders" means, at any time, Lenders having Exposures and unused Commitments representing more than 50% of the sum of the total Exposures and unused Commitments at such time; provided that the Exposure and unused Commitment of any Defaulting Lender shall be disregarded in any determination of Majority Lenders.

"Margin Stock" means margin stock within the meaning of Regulation U.

"Material Adverse Effect" means a material adverse effect on (i) the business, condition (financial or otherwise) or results of operations of the Borrower and its Subsidiaries, taken as a whole, (ii) the legality, validity or enforceability of this Agreement or (iii) the ability of the Borrower to pay and perform its obligations hereunder.

"Material Insurance Subsidiary" means any Insurance Subsidiary that qualifies as a Significant Subsidiary without giving effect to the proviso to the first sentence of the definition of "Significant Subsidiary"; provided that if at any time the aggregate amount of the revenues or assets of all Subsidiaries that are not Significant Subsidiaries for or at the end of any period of four fiscal quarters exceeds 20% of the Borrower's Consolidated revenues for such period or 20% of the Borrower's Consolidated assets as of the end of such period, the Borrower shall (or, in the event the Borrower has failed to do so within 10 days, the Administrative Agent may) designate sufficient Subsidiaries as "Significant Subsidiaries" in writing to the Administrative Agent to eliminate such excess, and any Insurance Subsidiary so designated shall for all purposes of this Agreement constitute a Material Insurance Subsidiary. Any Insurance Subsidiary that is designated as a "Material Insurance Subsidiary" pursuant to the proviso to the foregoing sentence shall cease to be a Material Insurance Subsidiary (subject to re-designation at a subsequent date) if, within 10 days after delivery of the Borrower's financial statements for any subsequent period pursuant to Section

5.01(a), (i) the Borrower notifies the Administrative Agent that such Subsidiary shall no longer be a "Material Insurance Subsidiary" and (ii) after giving effect to such notice (and any concurrent designation of another Subsidiary as a "Significant Subsidiary"), there is no excess of the type described in such proviso. For purposes of making the determinations required by this definition, revenues and assets of foreign Subsidiaries shall be converted into Dollars at the rates used in preparing the Consolidated balance sheet of the Borrower included in the applicable financial statements.

"Multiemployer Plan" means a "Multiemployer Plan" within the meaning of Section 3(37) of ERISA.

"NAIC" means the National Association of Insurance Commissioners or any successor thereto, or in lieu thereof, any other association, agency or other organization performing advisory, coordination or other like functions among insurance departments, insurance commissions and similar Governmental Authorities of the various states of the United States of America toward the promotion of uniformity in the practices of such Governmental Authorities.

"Net Hedging Obligations" of a Person means the net termination obligations of such Person, calculated as of any date as if such agreements, devices or arrangements were terminated as of such date, under (a) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates or forward rates applicable to such party's assets, liabilities or exchange transactions, or fluctuations of prices of equity securities or equity security indexes, including dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, or equity or equity index swaps or options, and (b) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 8.01 and (ii) has been approved by the Majority Lenders.

"Non-Extending Lender" has the meaning specified in Section 2.04(b)(ii).

"Note" has the meaning specified in Section 2.19(d).

"Notice Date" has the meaning specified in Section 2.04(b)(ii).

"Notice of Borrowing" has the meaning specified in Section 2.02(a)(ii).

"OECD" means the Organization for Economic Cooperation and Development.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, or sold or assigned an interest in any Advance or this Agreement).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise **refrain** from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, except any such Taxes **transaction**, including gifting, in that **are** Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.17).

"Overnight Rate" means, for any day, the greater of (a) the Federal Funds Rate and (b) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning specified in Section 8.06(e).

"Participant Register" has the meaning specified in Section 8.06(e).

"Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Recipient" has the meaning assigned thereto in Section 7.11(a).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor.

"Permitted Securitization Transaction" means any Securitization Transaction, but only to the extent that the aggregate "capital", facility limit or other principal equivalent amount of such Securitization Transactions which the Borrower and its Subsidiaries may enter into (measured in the case of revolving Securitization Transactions by the maximum capital, facility limit or other principal equivalent amount which may be outstanding at any time) shall not exceed at any time 10% of the Invested Assets of the Borrower and its Subsidiaries on a Consolidated basis as of the end of the preceding calendar year.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust,

unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Plan” means an employee pension benefit plan, as defined in Section 3(2) of ERISA, maintained, sponsored or contributed to by the Borrower or any of its Subsidiaries or, with respect to such a plan that is subject to Title IV of ERISA, by any member of the Controlled Group.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by Wells Fargo as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from the date such change is publicly announced as being effective.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“QFC Credit Support” has the meaning specified in Section 8.17.

“Quarterly Statement” means the quarterly statutory financial statement of any Material Insurance Subsidiary required to be filed with the insurance commissioner (or similar authority) of its jurisdiction of incorporation (or, with respect to any Lloyd’s syndicate in which any Material Insurance Subsidiary has a membership interest, an equivalent quarterly financial statement of such Lloyd’s syndicate), which statement shall be in the form required by such Material Insurance Subsidiary’s jurisdiction of incorporation (or Lloyd’s, as applicable) or, if no specific form is so required, in the form of financial statements recommended by the NAIC (or Lloyd’s, as applicable) to be used for filing quarterly statutory financial statements and shall contain the type of information recommended by the NAIC (or Lloyd’s, as applicable) to be disclosed therein, together with all exhibits or schedules filed therewith.

“Receivables” means accounts receivable, premiums, reinsurance payments or other present or future rights to payment.

“Receivables Related Assets” shall mean in connection with any Securitization Transaction the collective reference to (a) any rights arising under the documentation governing or relating to such Receivables covered by such Securitization Transaction (including rights in respect of Liens securing such Receivables and other credit support in respect of such Receivables), (b) any proceeds of such Receivables and any lockboxes or accounts in which such proceeds are deposited, (c) spread accounts and other similar accounts (and any amounts on deposit therein) established in connection with such securitization or asset-backed financing and (d) any warranty, indemnity, dilution and other

intercompany claim arising out of the documentation evidencing such securitization or asset-backed financing.

“Recipient” means the Administrative Agent or any Lender, as applicable.

“Register” has the meaning specified in Section 8.06(d).

“Regulation T, U or X” means Regulation T, U or X issued by the FRB.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Released Person" has the meaning specified in **Section 8.04(b)**.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Removal Effective Date" has the meaning specified in **Section 7.06(b)**.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, **provided, however,** that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with Section 4043(a) of ERISA.

"Repurchase Agreements" means reverse repurchase arrangements with respect to securities and financial instruments.

"Resignation Effective Date" has the meaning specified in **Section 7.06(a)**.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the Chief Executive Officer, the Treasurer, the Secretary, any Executive Vice President, any Senior Vice President, any Vice President or any Director of the Borrower.

"Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the United Nations Security Council,

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the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority with jurisdiction over any party to this Agreement.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (including OFAC's Specially Designated Nationals and Blocked Persons List and OFAC's Consolidated Non-SDN List), the U.S. Department of State, the United Nations Security Council, the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority with jurisdiction over any party to this Agreement, (b) any Person organized or resident in a Designated Jurisdiction, (c) any Person owned or controlled by, or acting or purporting to act for or on behalf of, directly or indirectly, any such Person or Persons described in clauses (a) and (b), including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels and aircraft, that is designated under any Sanctions program.

"SAP" means the accounting procedures and practices prescribed or permitted by the applicable Insurance Regulatory Authority as in effect from time to time.

"SEC" means the United States Securities and Exchange Commission, or any Governmental Authority succeeding to the functions of said Commission.

"Securitization Transaction" means any transaction in which the Borrower or any of its Subsidiaries sells or otherwise transfers an interest in Receivables and Receivables Related Assets to (i) a special purpose entity that borrows against such Receivables and Receivables

Related Assets or (ii) sells such Receivables and Receivables Related Assets to one or more third party purchasers.

"Significant Insurance Subsidiary" means any Significant Subsidiary which is an Insurance Subsidiary.

"Significant Subsidiary" of a Person means any Subsidiary (i) the revenues of which for the most recent period of four fiscal quarters of the Borrower for which audited financial statements have been delivered pursuant to Section 5.01(a) were greater than 5% of the Borrower's Consolidated revenues for such period or (ii) the assets of which as of the end of such period were greater than 5% of the Borrower's Consolidated assets as of such date; provided that if at any time the aggregate amount of the revenues or assets of all Subsidiaries that are not Significant Subsidiaries for or at the end of any period of four fiscal quarters exceeds 10% of the Borrower's Consolidated revenues for such period or 10% of the Borrower's Consolidated assets as of the end of such period, the Borrower shall (or, in the event the Borrower has failed to do so within 10 days, the Administrative Agent may) designate sufficient Subsidiaries as "Significant Subsidiaries" in writing to the Administrative Agent to eliminate such excess, and such designated Subsidiaries shall for all purposes of this Agreement constitute

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Significant Subsidiaries. Any Subsidiary that is designated as a "Significant Subsidiary" pursuant to the proviso to the foregoing sentence shall cease to be a Significant Subsidiary (subject to re-designation at a subsequent date) if, within 10 days after delivery of the Borrower's financial statements for any subsequent period of four fiscal quarters pursuant to Section 5.01(a), (i) the Borrower notifies the Administrative Agent in writing that such Subsidiary shall no longer be a "Significant Subsidiary" and (ii) after giving effect to such notice (and any concurrent designation of another Subsidiary as a "Significant Subsidiary"), there is no excess of the type described in such proviso. For purposes of making the determinations required by this definition, revenues and assets of foreign Subsidiaries shall be converted into Dollars at the rates used in preparing the Consolidated balance sheet of the Borrower included in the applicable financial statements.

"Single Employer Plan" means a Plan subject to Title IV of ERISA maintained by the Borrower or any member of the Controlled Group for employees of the Borrower or any member of the Controlled Group, other than a Multiemployer Plan.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Advance" means any Advance bearing interest at rates based upon Adjusted Term SOFR (other than pursuant to clause (c) of the definition of "Base Rate").

"Specified Indebtedness" of any Person means (a) Balance Sheet Indebtedness of such Person and (b) all Guarantees in respect of Balance Sheet Indebtedness of any other Person, excluding such Guarantees incurred by any Insurance Subsidiary in the ordinary course of its financial guaranty or other business; provided that there shall be included in any computation of Specified Indebtedness described in (b) the entire principal amount of the Guarantees; provided further that Specified Indebtedness shall not include (i) Indebtedness for money borrowed or (ii) Guarantees, in each case, incurred in connection with any Permitted Securitization Transaction.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time

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directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Substantial Portion" means, with respect to the Property of the Borrower and its Subsidiaries, Property which represents more than 10% of the Consolidated assets of the Borrower and its Subsidiaries as would be shown in the Consolidated statements of the Borrower and its Subsidiaries as at the beginning of the twelve-month period ending with the month in which such determination is made.

"Supported QFC" has the meaning specified in Section 8.17.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Advance, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **"Periodic Term SOFR Determination Day"**) that is two U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Advance on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the **"Base Rate Term SOFR Determination Day"**) that is two U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such

Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Base Rate SOFR Determination Day.

"Term SOFR Adjustment" means a percentage equal to 0.10% per annum.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Event" means, with respect to a Single Employer Plan, (a) a Reportable Event, (b) the withdrawal of the Borrower or any other member of the Controlled Group from such Single Employer Plan during a plan year in which the Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 401(a)(2) of ERISA or was deemed such under Section 4069 of ERISA, (c) the termination of such Single Employer Plan, the filing of a notice of intent to terminate such Single Employer Plan or the treatment of an

amendment of such Single Employer Plan as a termination under Section 4041 of ERISA or (d) the institution by the PBGC of proceedings to terminate such Single Employer Plan, in each case which could reasonably be expected to have a Material Adverse Effect.

“Terminating Lender” has the meaning specified in Section 2.02(e).

“Type” refers to whether an Advance is a Base Rate Advance or a SOFR Advance.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Liabilities” means the amount (if any) by which the present value of all vested and unvested accrued benefits under a Single Employer Plan

exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent valuation date for such Plans using the PBGC actuarial assumptions utilized for purposes of determining the current liability for purposes of such valuation.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Sections 2.02(a), 2.10 and 2.11(b), in each case, such day is also a Business Day.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regimes” has the meaning specified in Section 8.17.

“Voting Stock” means, for any Person at any time, the outstanding securities of such Person entitled to vote generally in an election of directors of such Person.

“Wells Fargo” means Wells Fargo Bank, National Association and any successor thereto.

“Wholly-Owned Subsidiary” of a Person means (a) any Subsidiary all of the outstanding voting securities of which (other than directors’ qualifying shares) shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (b) any partnership, association, joint venture or similar business organization 100% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Unless otherwise expressly provided, all references herein to a “Wholly-Owned Subsidiary” shall mean a Wholly-Owned Subsidiary of the Borrower.

“Withholding Agent” means the Borrower and the Administrative Agent.

“Write-Down and Conversion Powers” means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and

conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or

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instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. In this Agreement, (a) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding"; (b) the term "including" is not limiting and means "including without limitation"; and (c) unless otherwise expressly specified, (i) any reference to an agreement (including this Agreement) or organizational document shall be deemed to include all subsequent amendments and other modifications thereto; (ii) any reference to a statute or regulation shall be construed to include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such statute or regulation; (iii) any reference to a time of day shall mean such time in New York, New York; and (iv) Article, Section, Schedule and Exhibit references are to this Agreement.

Section 1.03 Accounting Terms. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP or SAP, as the case may be, as in effect from time to time; provided that if at any time any change in GAAP or SAP would affect the computation of any financial ratio or requirement set forth hereunder in any material respect, and either the Borrower or the Majority Lenders shall so request, then (i) the parties hereto shall negotiate in good faith to amend such ratio or requirement to preserve the original intent therein in light of such change in GAAP or SAP (subject to the approval of the Majority Lenders) and (ii) pending the effectiveness of any such amendment, such provision shall be interpreted on the basis of GAAP or SAP as in effect and applied immediately before such change shall have become effective. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of Accounting Standards Codification 825 – Financial Instruments and Accounting Standards Codification 470-20 - Debt with Conversion and Other Options on financial liabilities and any other applicable accounting rule to the contrary shall be disregarded.

Section 1.04 Divisions. For all purposes under this Agreement, in connection with any division or plan of division under any State's laws: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

Section 1.05 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark

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Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.08(c), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its

discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

AMOUNTS AND TERMS OF THE ADVANCES

Section 2.01 The Advances.

(a) Each Lender severally agrees, on the terms and conditions hereinafter set forth, to make Advances to the Borrower from time to time on any Business Day during the period from the Effective Date until the Commitment Termination Date in an aggregate amount not to exceed at any time outstanding the amount set forth opposite such Lender's name on Schedule I or, if such Lender has entered into an Assignment and Acceptance, set forth for such Lender in the Register, as such amount may be reduced pursuant to Section 2.04(a) or increased pursuant to Section 2.05 (such Lender's "Commitment").

(b) Each Borrowing and each Conversion or Continuation thereof (i) shall be in an aggregate amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof and (ii) shall consist of Advances of the same Type (and, if such Advances are SOFR Advances, having the same Interest Period) made, Continued or Converted on the same day by the Lenders ratably according to their respective Commitments. Within the limits of each Lender's Commitment, the Borrower may from time to time borrow, prepay pursuant to Section 2.11(b) and reborrow under this Section 2.01.

Section 2.02 Making the Advances.

(a) (i) Each Borrowing shall be made on notice, given not later than 12:00 P.M. on the third U.S. Government Securities Business Day prior to the date of

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such Borrowing (in the case of a Borrowing consisting of SOFR Advances) or given not later than 12:00 P.M. on the Business Day of such Borrowing (in the case of a Borrowing consisting of Base Rate Advances), by the Borrower to the Administrative Agent, which shall give to each Lender prompt notice thereof.

(ii) Each such notice of a Borrowing (a "Notice of Borrowing") shall be in writing in substantially the form of Exhibit A, specifying therein the requested (i) date of such Borrowing, (ii) Type of Advances comprising such Borrowing, (iii) aggregate amount of such Borrowing, and (iv) in the case of a Borrowing consisting of SOFR Advances, initial Interest Period for each such Advance.

(iii) Each Lender shall, before 1:00 P.M. on the date of such Borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at its address referred to in Section 8.02, in same day funds, such Lender's ratable portion of such Borrowing.

(iv) After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Section 3.02, the Administrative Agent will make such funds available to the Borrower at the Administrative Agent's aforesaid address.

(b) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. In the case of any Borrowing which the related Notice of Borrowing specifies is to be comprised of SOFR Advances, the Borrower shall indemnify each Lender against any loss, cost or expense (excluding loss of profit) reasonably incurred by such Lender as a result of any failure to make such Borrowing (including as a result of any failure to fulfill, on or

before the date specified in such Notice of Borrowing, the applicable conditions set forth in Article III) and the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Advance to be made by such Lender as part of such Borrowing. A certificate as to the amount of such losses, costs and expenses, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(c) Unless the Administrative Agent shall have received notice from a Lender (x) in the case of a Borrowing consisting of Base Rate Advances, prior to 1:00 P.M. on the date of such Borrowing, or (y) in the case of a Borrowing consisting of SOFR Advances, prior to the date of such Borrowing, in each case that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with subsection (a) of this Section 2.02 and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand (but without duplication) such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate

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applicable at the time to Advances comprising such Borrowing and (ii) in the case of such Lender, the Overnight Rate. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Advance as part of such Borrowing for purposes of this Agreement (and such Advance shall be deemed to have been made by such Lender on the date on which such amount is so repaid to the Administrative Agent).

(d) The failure of any Lender to make the Advance to be made by it as part of any Borrowing shall not relieve the other Lenders of their obligations hereunder to make an Advance on the date of such Borrowing, and no Lender shall be responsible for the failure of any other Lender to make the Advance to be made by such other Lender on the date of any Borrowing.

(e) Notwithstanding anything in this Agreement to the contrary, no Lender whose Commitment Termination Date falls prior to the last day of any Interest Period for any SOFR Advance (a "Terminating Lender") shall participate in such Borrowing. Without limiting the generality of the foregoing, no Terminating Lender shall (i) participate in a Borrowing of any SOFR Advance having an initial Interest Period ending after such Lender's Commitment Termination Date, (ii) have any outstanding SOFR Advance Continued for a subsequent Interest Period if such subsequent Interest Period would end after such Lender's Commitment Termination Date or (iii) have any outstanding Base Rate Advance Converted into a SOFR Advance if such SOFR Advance would have an initial Interest Period ending after such Lender's Commitment Termination Date. If any Terminating Lender has outstanding a SOFR Advance that cannot be Continued for a subsequent Interest Period pursuant to clause (ii) above or has outstanding a Base Rate Advance that cannot be Converted into a SOFR Advance pursuant to clause (iii) above, such Lender's ratable share of such SOFR Advance (in the case of said clause (ii)) shall be repaid by the Borrower on the last day of its then current Interest Period and such Lender's ratable share of such Base Rate Advance (in the case of said clause (iii)) shall be repaid by the Borrower on the day on which the Advances of Lenders unaffected by said clause (iii) are so Converted.

Section 2.03 Certain Fees.

(a) Facility Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee (the "Facility Fee"), which shall accrue at the Applicable Rate on the average daily amount (whether used or unused) of such Lender's Commitment from the Effective Date (in the case of each initial Lender) and from the effective date specified in the Assignment and Acceptance pursuant to which it became a Lender (in the case of each other Lender) until the Commitment Termination Date of such Lender; provided that if such Lender continues to have any Exposure after its Commitment terminates, then its respective Facility Fee shall continue to accrue on the daily amount of such Lender's Exposure from the Commitment Termination Date of such Lender to the date on which such Lender ceases to have any Exposure. The Facility Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December and, for each Lender, on the Commitment Termination Date of such Lender and thereafter on demand.

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(b) Administrative Agent's Fee. The Borrower agrees to pay to the Administrative Agent, for the Administrative Agent's own account, an administrative agency fee at the times and in the amounts heretofore agreed between the Borrower and the Administrative Agent.

(c) All Fees. All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution to the Persons entitled thereto. Fees (other than prepaid fees) paid shall not be refundable under any circumstances.

Section 2.04 Reduction and Extensions of the Commitments.

(a) Commitment Reductions.

(i) The Commitment of each Lender shall be automatically reduced to zero on the Commitment Termination Date of such Lender.

(ii) In addition, the Borrower shall have the right, upon at least three Business Days' notice to the Administrative Agent, to terminate in whole or reduce ratably in part the unused portions of the respective Commitments of the Lenders; provided that (x) the aggregate amount of the Commitments of the Lenders shall not be reduced to an amount which is less than the aggregate principal amount of the Advances then outstanding; (y) each partial reduction shall be in an aggregate amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof; and (z) any such notice may be conditioned on the effectiveness of one or more other financing arrangements. Once reduced or terminated, the Commitments may not be reinstated.

(b) Commitment Extensions.

(i) The Borrower may, by written notice to the Administrative Agent (which shall promptly notify the Lenders) not more than 60 days and not less than 45 days prior to any anniversary of the Effective Date (each such date, an "Anniversary Date"), request that each Lender extend such Lender's Commitment Termination Date to the date falling one year after the Commitment Termination Date then in effect for such Lender hereunder (the "Existing Commitment Termination Date"). The Borrower may exercise the extension option set forth in this Section 2.04(b)(i) not more than two times.

(ii) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not more than 30 days immediately prior to such Anniversary Date but in any event no later than the date (the "Notice Date") 20 days prior to such Anniversary Date, advise the Administrative Agent whether or not such Lender agrees to such extension (and each Lender that determines not to so extend its Commitment Termination Date (a "Non-Extending Lender") shall notify the Administrative Agent (which shall notify the other Lenders) of such fact promptly after such determination (but in any event no later than the Notice Date) and any Lender that does not so advise the Administrative

Agent on or before the Notice Date shall be deemed to be a Non-Extending Lender). The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(iii) The Administrative Agent shall notify the Borrower of each Lender's determination under this Section 2.04(b) no later than the date 15 days prior to such Anniversary Date (or, if such date is not a Business Day, on the next preceding Business Day).

(iv) The Borrower shall have the right on or before any Existing Commitment Termination Date to replace each Non-Extending Lender with, and add as "Lenders" under this Agreement in place thereof, one or more Eligible Assignees (each, an "Additional Commitment Lender") with the approval of the Administrative Agent (which approval shall not be unreasonably withheld, conditioned or delayed), each of which Additional Commitment Lenders shall have entered into an agreement in form and substance satisfactory to the Borrower and the Administrative Agent pursuant to which such Additional Commitment Lender shall, effective as of the Existing Commitment Termination Date in effect for each Non-Extending Lender, undertake a Commitment (and, if any such Additional Commitment Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date); provided that prior to replacing any Non-Extending Lender with any Additional Commitment Lender, the Borrower shall have given each Lender which has agreed to extend its Commitment Termination Date an opportunity to increase its Commitment by all or a portion of the Non-Extending Lenders' Commitments.

(v) If (and only if) the total of the Commitments of the Lenders that have agreed so to extend their Commitment Termination Date and the additional Commitments of the Additional Commitment Lenders shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to an Anniversary Date, then, effective as of the such Anniversary Date, the Commitment Termination Date of each Extending Lender and of each Additional Commitment Lender shall be extended to the date falling one year after the Existing Commitment Termination Date in effect for such Extending Lenders and such Additional Commitment Lenders (except that, if such date is not a Business Day, such Commitment Termination Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender shall thereupon become a "Lender" for all purposes of this Agreement.

(vi) Notwithstanding the foregoing, the extension of the Commitment Termination Date pursuant to this Section 2.04(b) shall be effective with respect to any Lender only if:

(x) no Default or Event of Default shall have occurred and be continuing on (i) the date of the notice requesting such extension, (ii) the applicable Anniversary Date or (iii) the Existing Commitment Termination Date and the representations and warranties set forth in Section 4.01 shall be true and correct in all material respects (or if

qualified by materiality or Material Adverse Effect, in all respects) on and as of each of said dates as if made on and as of said dates, except that for purposes of this Section 2.04(b)(vi), the representations and warranties contained in Sections 4.01(e)(i) and (ii) shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a)(i) and (v); and

(y) the Borrower shall have paid in full all amounts owing to each Non-Extending Lender hereunder on or before the Commitment Termination Date in effect for each such Non-Extending Lender.

Section 2.05 Increase of Commitments. The Borrower may from time to time, by written notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders) executed by the Borrower and one or more Lenders or other Persons qualifying as Eligible Assignees that are willing to extend Commitments or, in the case of any such Lender, to increase its Commitment (any such financial institution referred to in this Section being called an "Increasing Lender"), cause the total Commitments to be increased by such new or incremental Commitments of the Increasing Lenders, in an amount for each Increasing Lender as set forth in such notice; provided that (i) the aggregate principal amount of any increase in the total Commitments made pursuant to this Section shall be equal to \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof and the aggregate principal amount of all such increases during the term of this Agreement shall not exceed \$100,000,000, (ii) each Increasing Lender, if not already a Lender hereunder, shall be subject to the prior written approval of the Borrower and the Administrative Agent (which approvals shall not be unreasonably withheld) and (iii) each Increasing Lender, if not already a Lender hereunder, shall become a party to this Agreement by completing and delivering to the Administrative Agent a duly executed accession agreement in a form approved by the Administrative Agent. New Commitments and increases in Commitments created pursuant to this Section shall become effective in the case of an Increasing Lender already a Lender under this Agreement, on the date specified in the applicable notice delivered pursuant to this Section. Upon the effectiveness of any accession agreement to which any Increasing Lender is a party, such Increasing Lender shall thereafter be deemed to be a party to this Agreement and shall be entitled to all rights, benefits and privileges accorded a Lender hereunder and subject to all obligations of a Lender hereunder. Upon the effectiveness of any increase in the Commitments pursuant to this Section, Schedule I shall be deemed to have been amended to reflect the new or increased Commitments of the Increasing Lenders. Notwithstanding the foregoing, no increase in the aggregate Commitments (or in the Commitment

of any Lender) shall become effective under this Section unless (i) the Administrative Agent has received a document certifying that the resolutions included in the certificate delivered pursuant to Section 3.01(b) remain in full force and effect and have not been revoked and (ii) on the date of such increase, the conditions set forth in paragraphs (a) and (b) of Section 3.02 shall be satisfied (with all references in such paragraphs to a Borrowing being deemed to be references to such increase and without giving effect to the parenthetical in Section 3.02(a)) and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Responsible Officer. Following any extension of a new Commitment or increase of a Lender's Commitment pursuant to this paragraph, any Advances outstanding prior to the

effectiveness of such increase or extension shall continue outstanding until the ends of the respective Interests Periods applicable thereto, and shall then be repaid and, if the Borrower shall so elect, refinanced with new Advances made ratably in accordance with the Commitments in effect following such extension or increase.

Section 2.06 Repayment. The Borrower shall repay the then unpaid principal amount of each Advance made by each Lender, and each Advance made by such Lender shall mature, on the Commitment Termination Date of such Lender.

Section 2.07 Interest.

(a) **Ordinary Interest.** The Borrower shall pay interest on the unpaid principal amount of each Advance made by each Lender, from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(i) **Base Rate Advances.** While such Advance is a Base Rate Advance, a rate per annum equal to the Base Rate in effect from time to time plus the Applicable Rate for Base Rate Advances as in effect from time to time, payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Commitment Termination Date of the Lenders that have made such Advance.

(ii) **SOFR Advances.** While such Advance is a SOFR Advance, a rate per annum for each Interest Period for such Advance equal to the sum of Adjusted Term SOFR for such Interest Period plus the Applicable Rate for SOFR Advances as in effect from time to time, payable on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day which occurs at three-month intervals after the first day of such Interest Period, and on each date on which such SOFR Advance shall be Continued, Converted or paid in full.

(b) **Default Interest.** Notwithstanding the foregoing, if any principal of or interest on any Advance or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Advance, 2% per annum plus the rate otherwise applicable to such Advance as provided in the preceding paragraphs of this Section 2.07 or (ii) in the case of any other amount, 2% per annum plus the rate applicable to Base Rate Advances as provided in paragraph (a)(i) of this Section.

(c) **Term SOFR Conforming Changes.** In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make, in consultation with the Borrower, Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 2.08 Changed Circumstances.

(a) Circumstances Affecting Benchmark Availability. Subject to clause (c) below, in connection with any request for a SOFR Advance or a Conversion to or Continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Adjusted Term SOFR for the applicable Interest Period with respect to a proposed SOFR Advance on or prior to the first day of such Interest Period or (ii) the Majority Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that Adjusted Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining such SOFR Advances during such Interest Period and, in the case of clause (ii), the Majority Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Advances, and any right of the Borrower to Convert any Advance to or Continue any Advance as a SOFR Advance, shall be suspended (to the extent of the affected SOFR Advances or the affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Majority Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a Borrowing of, Conversion to or continuation of SOFR Advances (to the extent of the affected SOFR Advances or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or Conversion to Base Rate Advances in the amount specified therein and (B) any outstanding affected SOFR Advances will be deemed to have been Converted into Base Rate Advances at the end of the applicable Interest Period. Upon any such prepayment or Conversion, the Borrower shall also pay accrued interest on the amount so prepaid or Converted, together with any additional amounts required pursuant to Section 8.04(d).

(b) Laws Affecting SOFR Availability. If, after the date hereof, the introduction of, or any change in, any applicable law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Applicable Lending Offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Applicable Lending Offices) to honor its obligations hereunder to make or maintain any SOFR Advance, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, such Lender shall promptly give notice thereof to the Administrative Agent and the Administrative Agent shall promptly give notice to the Borrower and the other Lenders (an "Illegality Notice"). Thereafter, until each affected Lender notifies the Administrative Agent and the Administrative Agent notifies the Borrower that the circumstances giving rise to such determination no longer exist, (i) any obligation of the Lenders to make SOFR Advances, and any right of the Borrower to Convert any Advance to a SOFR Advance or Continue any Advance as a SOFR Advance, shall be suspended

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and (ii) if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (c) of the definition of "Base Rate". Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, Convert all SOFR Advances to Base Rate Advances (in each case, if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Advances to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Advances to such day. Upon any such prepayment or Conversion, the Borrower shall also pay accrued interest on the amount so prepaid or Converted, together with any additional amounts required pursuant to Section 8.04(d).

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Majority Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.08(c)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes, in consultation with the Borrower, from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.08(c)(iv). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.08(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding

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absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement, except, in each case, as expressly required pursuant to this Section 2.08(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a Borrowing of, Conversion to or Continuation of SOFR Advances to be made, Converted or Continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have Converted any such request into a request for a Borrowing of or Conversion to Base Rate Advances and (B) any outstanding affected SOFR Advances will be deemed to have been Converted to Base Rate Advances at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

Section 2.09 [Reserved].

Section 2.10 Voluntary Conversion and Continuation of Advances.

(a) Optional Conversion. The Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 12:00 P.M. on the third U.S. Government Securities Business Day prior to the date of the proposed Conversion and subject to the provisions of Sections 2.08 and 2.13, Convert all or any portion of the outstanding Advances of one Type comprising part of the same Borrowing into Advances of the other Type; provided that (i) any Conversion of Base Rate Advances into SOFR

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Advances shall be in an amount not less than the minimum amount specified in Section 2.01(b) and (ii) in the case of any such Conversion of a SOFR Advance into a Base Rate Advance on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(d). Each such notice of a Conversion shall, within the restrictions specified above, specify (x) the date of such Conversion, (y) the Advances to be Converted, and (z) if such Conversion is into SOFR Advances, the duration of the initial Interest Period for each such Advance. Each notice of Conversion shall be irrevocable and binding on the Borrower.

(b) Continuations. The Borrower may, on any Business Day, upon notice given to the Administrative Agent not later than 12:00 P.M. on the third U.S. Government Securities Business Day prior to the date of the proposed Continuation and subject to the provisions of Sections 2.08 and 2.13, Continue all or any portion of the outstanding SOFR Advances comprising part of the same Borrowing for one or more Interest Periods; provided that (i) SOFR Advances so Continued and having the same Interest Period shall be in an amount not less than the minimum amount specified in Section 2.01(b) and (ii) in the case of any such Continuation on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(d). Each such notice of a Continuation shall, within the restrictions specified above, specify (x) the date of such Continuation, (y) the SOFR Advances to be Continued and (y) the duration of the initial Interest Period (or Interest Periods) for the SOFR Advances subject to such Continuation. Each notice of Continuation shall be irrevocable and binding on the Borrower.

Section 2.11 Prepayments of Advances.

(a) The Borrower shall have no right to prepay any principal amount of any Advances other than as provided in subsection (b) below.

(b) The Borrower may, on notice given to the Administrative Agent by telephone (confirmed by facsimile) or by facsimile not later than 12:00 P.M. on the third U.S. Government Securities Business Day prior to the date of the proposed prepayment of Advances (in the case of SOFR Advances) or given not later than 12:00 P.M. on the Business Day of the proposed prepayment of Advances (in the case of Base Rate Advances), stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding principal amounts of the Advances comprising part of the same Borrowing in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided that (x) each partial prepayment shall be in an aggregate principal amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof; (y) in the case of any such prepayment of a SOFR Advance on a day other than the last day of an Interest Period therefor, the Borrower shall reimburse the Lenders in respect thereof pursuant to Section 8.04(d); and

(c) any such notice may be conditioned on the effectiveness of one or more other financing arrangements.

Section 2.12 Increased Costs.

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(a) If any Change in Law shall (i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the FRB for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the FRB, as amended and in effect from time to time))), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender; (ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Advances made by such Lender and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, Converting to, Continuing or maintaining any Advance or of maintaining its obligation to make any such Advance, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount)

then, upon request of such Lender or other Recipient, the Borrower will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law affecting such Lender or any Applicable Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Advances made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to

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such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 2.13 Illegality. Notwithstanding any other provision of this Agreement, if any Lender shall notify the Borrower through the Administrative Agent that any Change in Law makes it unlawful, or any central bank or other Governmental Authority asserts that it is unlawful, for such Lender or its Applicable Lending Office to perform its obligations hereunder to make, Convert or Continue SOFR Advances or to fund or otherwise maintain SOFR Advances hereunder, (i) the obligation of such Lender to make or Continue, or to Convert Advances into, SOFR Advances shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist and (ii) each SOFR Advance of such Lender shall Convert into a Base Rate Advance at the end of the then current Interest Period for such SOFR Advance.

Section 2.14 Payments and Computations.

(a) The Borrower shall make each payment hereunder without set-off or counterclaim not later than 12:00 P.M. on the day when due in U.S. dollars to the Administrative Agent at its address referred to in Section 8.02 in same day funds. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal, interest or Facility Fee ratably (other than amounts payable pursuant to Section 2.02(b), 2.12, 2.15 or Section 8.04(d)) to the Lenders for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender to such Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 8.06(d), from and after the effective date specified in such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Lender assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) All computations of interest based on Wells Fargo's Prime Rate shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. All other computations of interest and fees shall be made on the basis of a year of 360 days, for the actual number of days

(including the first day but excluding the last day) occurring in the period for which such interest or fee is payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Whenever any payment hereunder would be due on a day other than a Business Day, such due date shall be extended to the next succeeding Business Day, and any such extension of such due date shall in such case be included in the computation of payment of interest or fees, as the case may be; provided that if such extension would

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cause payment of interest on or principal of SOFR Advances to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Lenders hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrower shall not have so made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Overnight Rate.

Section 2.15 Taxes.

(a) Defined Terms. For purposes of this Section 2.15, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower hereunder shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law, and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or, at the option of the Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by and to the Borrower. The Borrower hereby indemnifies each Recipient, within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Promptly upon having knowledge that any such Indemnified

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Taxes have been levied, imposed or assessed, and promptly upon notice by the Administrative Agent or any Lender, the Borrower shall pay such Indemnified Taxes directly to the relevant taxing authority or Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. The Borrower hereby indemnifies the Administrative Agent, and shall make payment in respect thereof within ten days after demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required by Section 2.15(e). Each Lender shall indemnify the Borrower, and shall make payment in respect thereof, within ten days after demand therefor, for any amount that the Borrower is required to pay to the Administrative Agent pursuant to the immediately preceding sentence.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 8.06(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with this Agreement, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.15, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made hereunder shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding

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anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(g)(ii)(A), (ii)(B) and (ii)(C) and Section 2.15(h) below) shall not be required if, in the Lender's reasonable judgment, such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under this Agreement, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit F-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a

"U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9 and/or other certification documents from each beneficial owner, as applicable; provided that, if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner; and

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(h) Documentation Required by FATCA. If a payment made to a Lender hereunder would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (h), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(i) Treatment of Certain Refunds. Unless required by applicable law, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of any Recipient, or have any obligation to pay to any Recipient, any refund of Taxes withheld or deducted from funds paid for the account of such Recipient, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it

has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.15 (including by the payment of additional amounts pursuant to this Section 2.15), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such Recipient, shall repay to such Recipient the amount paid over pursuant to this clause (i) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (i), in no event will a Recipient be required to pay any amount to an indemnifying party pursuant to this clause (i) the payment of which would place such Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (i) shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(j) Survival. Each party's obligations under this Section 2.15 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Advances and other obligations hereunder

(k) Updates. Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 2.15 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

Section 2.16 Set-Off; Sharing of Payments, Etc.

(a) Without limiting any of the obligations of the Borrower or the rights of the Lenders hereunder, if the Borrower shall fail to pay when due (whether at stated maturity, by acceleration or otherwise) any amount payable by it hereunder or under any Note, each Lender may, without prior notice to the Borrower (which notice is expressly waived by it to the fullest extent permitted by applicable law), set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final, in any currency, matured or unmatured) and other obligations and liabilities at any time held or owing by such Lender or any branch or agency thereof to or for the credit or account of the Borrower, provided that in the event any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender shall

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promptly provide notice of such set-off to the Borrower and the Administrative Agent, provided that failure by such Lender to provide such notice shall not give the Borrower any cause of action or right to damages or affect the validity of such set-off and application.

(b) If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Advances made by it (other than pursuant to Section 2.02(b), 2.12, 2.15 or Section 8.04(d)) in excess of its ratable share of payments on account of the Advances obtained by all the Lenders, such Lender shall (i) notify the Administrative Agent of such fact, and (ii) forthwith purchase (for cash at face value) from the other Lenders such participations in the Advances made by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided however that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The provisions of this Section 2.16 shall not be construed to apply to

(y) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender or Disqualified Institution) or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than an assignment to the Borrower or any Subsidiary thereof (as to which the provisions of this Section 2.16 shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.16 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 2.17 Right to Replace a Lender. If (a) the Borrower is required to make any additional payment pursuant to Section 2.12 or Section 2.15 to any Lender, (b) any Lender's obligation to make or Continue, or to Convert Advances into, SOFR Advances shall be suspended pursuant to Section 2.13, (c) any Lender is a Non-Consenting Lender or (d) any Lender is a Defaulting Lender (any Lender described in clauses (a) through (d), an "Affected Person"), the Borrower may elect to replace such Affected Person as a party to this Agreement; provided that, concurrently with such replacement, (i) another financial institution that is an Eligible Assignee and is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Advances of the Affected Person pursuant to an Assignment and Acceptance, to become a Lender for all purposes under this Agreement (if it is not already a Lender) and to assume all obligations (including all outstanding Advances) of the Affected Person to be terminated as of such date and to comply with the requirements of Section 8.06 applicable to assignments, (ii) the Administrative Agent shall receive the processing and recordation fee specified in Section 8.06 and (iii) the Borrower shall pay to such Affected Person in same day funds on the day of such replacement all interest, fees and other

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amounts then due and owing to such Affected Person by the Borrower hereunder to and including the date of termination, including payments due such Affected Person under Section 2.12 and Section 2.15. No replacement of a Lender shall be deemed to be a waiver of any right that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender hereunder or in connection herewith. Notwithstanding the foregoing, (i) in the case of any replacement of an Affected Person under this Section 2.17 resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.15, such Affected Person may only be replaced hereunder if such replacement will result in a reduction in such compensation or payments made thereafter and (ii) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

Section 2.18 Designation of a Different Applicable Lending Office. If any Lender requests compensation under Section 2.12, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.15, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 2.19 Evidence of Indebtedness.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Advance made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain accounts in which it shall record (i) the date, amount, Type, interest rate and duration of Interest Period (if applicable) of each Advance made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to clause (a) or (b) of this Section 2.19 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Advances in accordance with the terms of this Agreement.

(d) Any Lender may request that Advances made by it be evidenced by a promissory note (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender a Note in the form of Exhibit E, which shall evidence such Lender's Advances in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Advances and payments with respect thereto.

Section 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then to the extent permitted by applicable law, the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Majority Lenders and in the second paragraph of Section 8.01.

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Borrowing in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata company's securities. Additionally, in order to satisfy such Defaulting Lender's future funding obligations with respect to Borrowings under this Agreement; trade in CNA securities, you must confirm that you are not in possession of material nonpublic information regarding CNA. fourth, to the payment of any amount owing to any other Lender as a result of any judgment of a court of competent jurisdiction obtained by such other Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of This Policy also requires that CNA itself not trade in its obligations under this Agreement; fifth, to the payment of any amount owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Borrowing in respect of which such Defaulting Lender has not fully funded its appropriate share and (y) the Advances comprising such Borrowing were made at a time when the conditions set forth in Section 3.02 were satisfied or waived, such payment shall be applied solely to pay the Advances of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Advances of such Defaulting Lender until such time as all Advances are held by the Lenders pro rata in accordance with the Commitments (after which the balance, if any, of such payment shall be applied in accordance with the waterfall set forth above). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.20(b) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(c) Certain Fees. Such Defaulting Lender shall not be entitled to receive any Facility Fee for any period during which such Lender is a Defaulting Lender except to the extent allocable to the sum of (1) the outstanding principal amount of the Advances funded by it and (2) the amount of

its unused Commitment for which it has provided cash collateral pursuant to the immediately following subsection (d).

(d) **Cash Collateral.** Upon request of the Borrower (with the consent of the Administrative Agent, which shall not be unreasonably withheld), such Defaulting Lender shall deposit, and maintain with the Administrative Agent so long as it is a Defaulting Lender, cash in an amount equal to its unused Commitment to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's funding obligations with respect to Borrowings under this Agreement (it being understood that the Administrative Agent shall promptly return such cash to such Lender (i) to the extent the amount on deposit exceeds such Defaulting Lender's unused Commitment and (ii) own securities if such Lender ceases to be a Defaulting Lender). Such Defaulting Lender hereby grants to the Administrative Agent, for the benefit of the Borrower and the Administrative Agent, and agrees to maintain, a first priority security interest in all cash collateral held by the Administrative Agent pursuant to this clause (d).

(e) **Defaulting Lender Cure.** If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent trading would violate applicable purchase at par that portion of outstanding Advances of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause all Borrowings to be held pro rata by the Lenders in accordance with their respective Commitments, whereupon such Lender will cease to be a Defaulting Lender; provided that (i) except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender having been a Defaulting Lender; and (ii) no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 **Conditions Precedent to Effectiveness.** This Agreement shall become effective on the date on which the Administrative Agent shall have received the following, each (where applicable and unless otherwise specified below) dated the Effective Date, in form and substance reasonably satisfactory to the Administrative Agent:

(a) Evidence (which may include facsimile or other electronic transmission of a signed signature page hereof) that each party hereto has signed a counterpart of this Agreement.

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(b) Certified copies of (x) the charter and by-laws of the Borrower, (y) resolutions of the Executive Committee of the Board of Directors of the Borrower authorizing and approving this Agreement and the transactions contemplated hereby, and (z) all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement.

(c) A certificate of the Secretary or an Assistant Secretary of the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign this Agreement and the other documents to be delivered hereunder.

(d) A certificate from the Secretary of State of the State of Delaware dated a date reasonably close to the Effective Date as to the good standing of and charter documents filed by the Borrower.

(e) An opinion of Mayer Brown LLP, counsel to Borrower, addressed to the Administrative Agent and the Lenders with respect to Borrower, the Credit Documents, and such other matters as the Administrative Agent shall reasonably request.

(f) A certificate of two Responsible Officers certifying that (i) no Default or Event of Default as of the date thereof has occurred and is continuing, and (ii) each of the representations and warranties contained in Section 4.01 is true and correct on and as of the date thereof as if made on and as of such date.

(g) Such other approvals, opinions and documents relating to this Agreement and the transactions contemplated hereby as the Administrative Agent or any Lender, through the Administrative Agent, may reasonably request.

(h) All accrued and unpaid interest and fees outstanding as of the Effective Date under the Existing Credit Agreement shall have been paid in full.

(i) All fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced no fewer than two Business Days prior to the Effective Date, reimbursement or payment of all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(j) All documentation and other information reasonably requested at least five Business Days prior to the Effective Date by the Administrative Agent or any Lender through the Administrative Agent that is required to satisfy applicable "know your customer" and Anti-Terrorism Laws and other applicable anti-money laundering rules and regulations, including the Patriot Act, has been received at least three Business Days prior to the Effective Date.

(k) At least five days prior to the Effective Date, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall deliver a Beneficial Ownership Certification in relation to the Borrower.

Without limiting the generality of the provisions of Section 7.03(c), for purposes of determining compliance with the conditions specified in this Section 3.01, each Lender

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that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 3.02 Conditions Precedent to Each Borrowing. The obligation of each Lender to make an Advance on the occasion of each Borrowing (including the initial Borrowing) shall be subject to the further conditions precedent that on the date of such Borrowing the following statements shall be true (and each of the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that on the date of such Borrowing such statements are true):

(a) each of the representations and warranties contained in Section 4.01 (not including, in the case of any Borrowing, the Excluded Representations) is true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of such Borrowing, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, except that for purposes of this Section 3.02, the representations and warranties contained in Sections 4.01(e)(i) and (ii) shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a)(i) and (v); and

(b) No Event of Default or Default has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower and each of its Significant Subsidiaries (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) is duly qualified and in good standing as a foreign corporation in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed and where, in each case, failure so to qualify and be in good standing could have a Material Adverse Effect and (iii) has all requisite corporate power and authority to own or lease and operate its properties and to

carry on its business as now conducted and as proposed to be conducted. None of the Borrower or any of its Subsidiaries is an Affected Financial Institution or Covered Party.

(b) The execution, delivery and performance by the Borrower of this Agreement are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene the Borrower's charter, by-laws or other organizational documents, (ii) contravene any contractual restriction binding on the Borrower or (iii) violate any law, rule or regulation (including the Securities Act of 1933,

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the Exchange Act and Regulations U and X), or order, writ, judgment, injunction, decree, determination or award. The Borrower is not in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any contractual restriction binding upon it, except for such violation or breach which would not have a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required (other than those which have been obtained) for the due execution, delivery and performance by the Borrower of this Agreement.

(d) This Agreement is a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(e) (i) The Borrower has heretofore furnished to each of the Lenders its (A) audited Consolidated balance sheet and statements of earnings, equity and cash flows as at and for the fiscal year ended December 31, 2022, and (B) unaudited Consolidated balance sheet and statements of earnings, equity and cash flows as at and for the fiscal quarter ended September 30, 2023, and such financial statements fairly present, in all material respects, the Consolidated financial condition and results of operations of the Borrower and its Subsidiaries as at the date thereof and for such fiscal period, all in accordance with GAAP as in effect on such respective date; (ii) the Borrower has heretofore furnished to each of the Lenders the Annual Statement of each Material Insurance Subsidiary for the fiscal year ended December 31, 2022, as filed, in each case, with the applicable Insurance Regulatory Authority, and such Annual Statements present fairly, in all material respects, the financial condition of each such Insurance Subsidiary, respectively, as at the date thereof and the results of such Insurance Subsidiary's operations for the fiscal year ended December 31, 2022, in each case in accordance with SAP; and (iii) since December 31, 2022, except as previously disclosed in filings with the Securities and Exchange Commission by the Borrower prior to the date hereof (but excluding any risk factors, forward-looking disclosure and any other disclosures that are cautionary, predictive or forward-looking in nature) there has been no material adverse change or event or circumstance that would reasonably be expected to result in a material adverse change in the business, condition (financial or otherwise) or results of operations of the Borrower and its Subsidiaries, taken as a whole.

(f) Other than as disclosed in filings of the Borrower with the Securities and Exchange Commission, there is no action pending or threatened in writing or proceeding affecting the Borrower or any of its Subsidiaries before any court, governmental agency or arbitrator which (i) is reasonably likely to have a Material Adverse Effect or (ii) purports to affect this Agreement or the transactions contemplated hereby.

(g) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Advance will be used for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock. The Borrower is, and after applying the proceeds of each Advance, will be in compliance with its obligations under Section 5.01(b). If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and

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each Lender a statement in conformity with the requirements of Federal Reserve Form U-1 referred to in Regulation U, the statements made in which shall be such, in the opinion of each Lender, as to permit the transactions contemplated hereby in accordance with Regulation U. No portion of any Advance under this Agreement shall be used by the Borrower in violation of Regulation T, U or X or any other Regulation of the FRB, as in effect on the date of such Advance and the use of the proceeds thereof.

(h) The Borrower is not an "investment company", or a Person "controlled by" an "investment company", as such terms are defined in the Investment Company Act of 1940.

(i) All information that has been made available by the Borrower or any of its representatives to the Administrative Agent or any Lender in connection with the negotiation of this Agreement was, on or as of the dates on which such information was made available, complete and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a fact necessary to make the statements contained therein not misleading in light of the time and circumstances under which such statements were made. All financial projections that have been prepared by the Borrower and made available to the Administrative Agent or any Lender in connection with the negotiation of this Agreement have been prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery (it being understood that such projected information may vary from actual results and that such variances may be material). There is no fact known to the Borrower (other than matters of a general economic nature) that has had, or could reasonably be expected to have, a Material Adverse Effect and that has not been disclosed herein or in such other documents, certificates and statements furnished to the Lenders for use in connection with the transactions contemplated by this Agreement. As of the Effective Date, all of the information included in the Beneficial Ownership Certification delivered pursuant to Section 3.01(j) (if any) is true and correct.

(j) Neither the Borrower nor any other member of the Controlled Group maintains, or is obligated to contribute to, any Multiemployer Plan or has incurred, or is reasonably expected to incur, any withdrawal liability to any Multiemployer Plan. Each Plan complies in all material respects with all applicable requirements of law and regulations, except where noncompliance would not have a Material Adverse Effect. Neither the Borrower nor any member of the Controlled Group has, with respect to any Single Employer Plan, failed to make any material contribution or pay any material amount required under Section 412 of the Code or Section 302 of ERISA or the terms of such Single Employer Plan. The Borrower has not engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Plan which may reasonably be expected to have a Material Adverse Effect. Within the last five years neither the Borrower nor any member of the Controlled Group has engaged in a transaction which resulted in a Single Employer Plan with an Unfunded Liability being transferred out of the Controlled Group. No Termination Event has occurred or is reasonably expected to occur with respect to any Single Employer Plan. As of the Effective Date the Borrower is not nor will be using "plan assets" (within the meaning of Section 3(42) of ERISA) of one or more Benefit Plans with respect to Borrower's entrance into, participation in, administration of and performance of this Agreement.

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(k) The Borrower and each of its Subsidiaries is in compliance with all laws, statutes, rules, regulations and orders binding on or applicable to the Borrower (including all Environmental Laws), its Subsidiaries and all of their respective properties, except to the extent failure to so comply could not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. There have been filed on behalf of the Borrower and its Subsidiaries all federal, state, local and foreign income, excise, property and other tax returns which are required to be filed by them and all taxes shown due and owing by such returns have been paid except (i) where the failure to make such filings or payments would not reasonably be expected to result in a Material Adverse Effect or (ii) those payments which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside. The charges, accruals and reserves on the books of the Borrower and its Subsidiaries in respect of taxes or other governmental charges are, in the opinion of the Borrower, adequate.

(l) There is no indenture, agreement or other contractual arrangement to which the Borrower or any Significant Subsidiary is a party that, directly or indirectly, prohibits or restrains, or has the effect of prohibiting or restraining, or imposing any condition upon, the declaration or payment of dividends or other distributions on any class of stock of any Subsidiary of the Borrower, other than such prohibitions, restraints and conditions which are disclosed in filings of the Borrower with the Securities and Exchange Commission.

(m) Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of the Borrower and its Subsidiaries, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that (i) is a Sanctioned Person, (ii) to the Borrower's knowledge is under administrative, civil or criminal investigation for an alleged violation of, or received notice of a violation of, Anti-Corruption Laws, Anti-Terrorism Laws or Sanctions by a governmental authority that enforces Sanctions or any Anti-Corruption Laws or Anti-Terrorism Laws, or (iii) is located, organized or resident in a Designated Jurisdiction. The Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective directors, officers, employees, agents, affiliates and representatives, are in compliance with all applicable Sanctions in all material respects.

(n) The Borrower and its Subsidiaries have conducted, in all material respects, their businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other anti-corruption legislation in other jurisdictions applicable to the Borrower and its Subsidiaries ("Anti-Corruption Laws"), Anti-Terrorism Laws and applicable Sanctions and have instituted and maintained policies and procedures reasonably designed to promote compliance with such securities laws.

ARTICLE V

COVENANTS OF THE BORROWER

Section 5.01 Covenants. During the term of this Agreement, unless the Majority Lenders shall otherwise consent in writing:

(a) Financial Reporting. The Borrower will furnish to the Lenders:

(i) As soon as practicable and in any event within 90 days after the end of each fiscal year of the Borrower (or, if earlier, the date on which the Borrower is required to file financial statements for such fiscal year with the SEC), an audit report which is not qualified as to going concern or access or in any other material respect and which is certified by Deloitte & Touche LLP or other independent certified public accountants reasonably acceptable to the Majority Lenders, prepared on a Consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period and related income and cash flow statements.

(ii) As soon as practicable and in any event within 60 days after the end of each fiscal quarter (other than the fourth fiscal quarter of any fiscal year) of the Borrower (or, if earlier, the date on which the Borrower is required to file financial statements for such fiscal quarter with the SEC), for itself and its Subsidiaries, a Consolidated unaudited balance sheet as at the close of each such period and Consolidated unaudited income and cash flow statements for the period from the beginning of such fiscal year to the end of such quarter, all certified by a senior financial or accounting officer of the Borrower.

(iii) Together with the financial statements required by clauses (i) and (ii), a Compliance Certificate showing the calculations necessary to determine compliance with the financial covenants contained in this Agreement and stating that no Default or Event of Default exists, or if any Default or Event of Default exists, stating the nature and status thereof.

(iv) Upon the earlier of (i) 10 days after the regulatory filing date or (ii) 75 days after the close of each of the first three fiscal quarters of each fiscal year of each Material Insurance Subsidiary, copies of the Quarterly Statement of such Material Insurance Subsidiary, certified by such officers as shall be required by SAP of such Material Insurance Subsidiary, all such statements to be prepared in accordance with SAP consistently applied through the period reflected therein.

(v) Upon the earlier of (i) fifteen days after the regulatory filing date or (ii) 90 days after the close of each fiscal year of each Material Insurance Subsidiary, copies of the Annual Statement of such Material Insurance Subsidiary for such fiscal year, as certified by such officers as shall be required by SAP for such Material Insurance Subsidiary and prepared on the NAIC annual statement blanks (or such other form as shall be required by the jurisdiction of incorporation of each such Insurance Subsidiary), all such statements to be prepared in accordance with SAP consistently applied throughout the periods reflected therein.

(vi) As soon as available and only to the extent such an audited statement is required to be prepared by any Governmental Authority, a copy of the audited annual statement of any consolidated or combined Material Insurance Subsidiary/ies (with the other Insurance Subsidiaries in the same insurance pool, if applicable) for the preceding year, as certified by such officers as shall be required by SAP for such entities and prepared on the form as shall be required by the jurisdictions in which they are filed, all such statements to be prepared in accordance with SAP consistently applied throughout the periods reflected therein and to be certified by Deloitte & Touche LLP or other independent certified public accountants reasonably acceptable to the Majority Lenders.

(vii) Within 150 days after the close of each of its fiscal years, annual statutory statements for the Borrower's Insurance Subsidiaries on a stand-alone, consolidated or combined basis, as the case may be, certified by such officers as shall be required by SAP, such statements to be prepared in accordance with SAP consistently applied throughout the periods reflected therein.

(viii) As soon as possible and in any event within 20 days after the Borrower knows that any Termination Event has occurred with respect to any Single Employer Plan, a statement, signed by the chief financial officer of the Borrower, describing said Termination Event and the action which the Borrower proposes to take with respect thereto.

(ix) Promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which the Borrower or any of its Material Insurance Subsidiaries files with the Securities and Exchange Commission or any securities exchange.

(x) Such other information (including non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request.

(b) Use of Proceeds. The Borrower will, and will cause each Subsidiary to, use the proceeds of the Advances for working capital and general corporate purposes; provided that the Borrower will not use any of the proceeds of any Advance for the purpose of financing a Hostile Acquisition; provided further that neither the Administrative Agent nor any Lender shall have any responsibility as to the use of any such proceeds.

(c) Certain Notices. The Borrower will give prompt notice in writing to the Administrative Agent and the Lenders of (i) the occurrence of any Default or Event of Default, (ii) any other development, financial or otherwise, relating specifically to the Borrower which could reasonably be expected to have a Material Adverse Effect, (iii) the receipt of any notice from any Governmental Authority of the expiration without renewal, revocation or suspension of, or the institution of any proceedings to revoke or suspend, any License now or hereafter held by any Significant Insurance Subsidiary which is required to conduct insurance business in compliance with all applicable laws and regulations, other than such expiration, revocation or suspension which, individually or in

the aggregate, could not reasonably be expected to have a Material Adverse Effect, (iv) the receipt of any notice from any Governmental Authority of the institution of any disciplinary proceedings against or in respect of any Significant Insurance Subsidiary, or the issuance of any order, the taking of any action or any request for an extraordinary audit for cause by any Governmental Authority which, if adversely determined, could reasonably be expected to have a Material Adverse Effect or (v) any judicial or administrative order limiting or controlling the insurance business of any Significant Insurance Subsidiary (and not the insurance industry generally) which has been issued or adopted and which could reasonably be expected to have a Material Adverse Effect.

(d) **Conduct of Business.** The Borrower will, and will cause each Significant Subsidiary to, do all things necessary (if applicable) to remain duly incorporated, validly existing and in good standing as a domestic corporation in its jurisdiction of incorporation and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except where such failure to remain in good standing or to maintain such authority could not reasonably be expected to have a Material Adverse Effect. The Borrower will cause each Significant Insurance Subsidiary to (a) carry on or otherwise be associated with the business of a licensed insurance carrier and (b) do all things necessary to renew, extend and continue in effect all Licenses which may at any time and from time to time be necessary for such Significant Insurance Subsidiary to operate its insurance business in compliance with all applicable laws and regulations; provided, however, that any such Significant Insurance Subsidiary may withdraw from one or more states as an admitted insurer, change the state of its domicile or fail to keep in effect any License if such withdrawal, change or failure is in the best interests of the Borrower and such Significant Insurance Subsidiary and could not reasonably be expected to have a Material Adverse Effect.

(e) **Taxes.** The Borrower will, and will cause each Subsidiary to, pay when due all material taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside.

(f) **Insurance.** The Borrower will, and will cause each Significant Subsidiary to, maintain with financially sound and reputable insurance companies insurance on all or substantially all of its Property, or shall maintain self-insurance, in such amounts and covering such risks as is consistent with sound business practice for Persons in substantially the same industry as the Borrower or such Significant Subsidiary, and the Borrower will furnish to any Lender upon request full information as to the insurance carried.

(g) **Compliance with Laws.** The Borrower will, and will cause each Subsidiary to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject (including ERISA and applicable Environmental Laws), except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

(h) **Maintenance of Properties.** The Borrower will, and will cause each Significant Subsidiary to, do all things necessary to maintain, preserve, protect and keep

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its Property in good repair, working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times, except where the failure to so maintain, preserve, protect and repair could not reasonably be expected to have a Material Adverse Effect.

(i) **Inspection.** The Borrower will, and will cause each Subsidiary to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, to the extent required by GAAP and where applicable, SAP. The Borrower will, and will cause each Subsidiary to, permit the Administrative Agent and the Lenders (coordinated through the Administrative Agent), by their respective representatives and agents, to inspect any of the Property, corporate books and financial records of the Borrower and each Subsidiary, to examine and make copies of the books of accounts and other financial records of the Borrower and each Subsidiary, and to discuss the affairs, finances and accounts of the Borrower and each Subsidiary with, and to be advised as to the same by, their respective officers upon reasonable notice and at such reasonable times and intervals as the Lenders may designate; provided that unless an Event of Default exists, the Administrative Agent and the Lenders (coordinated through the Administrative Agent) may only request one such inspection per year.

(j) **Merger.** The Borrower will not, nor will it permit any Significant Subsidiary to, merge or consolidate with or into any other Person, except that (i) a Significant Subsidiary may merge into the Borrower or a Wholly Owned Subsidiary, and (ii) the Borrower or any Significant Subsidiary may merge or consolidate with any other Person provided that the Borrower or such Significant Subsidiary shall be the continuing or surviving corporation and, prior to and after giving effect to such merger or consolidation, no Default or Event of Default shall exist and (iii) so long as no Default or Event of Default exists before or immediately after giving effect thereto, any Significant Subsidiary may engage in a division process in accordance with applicable insurance laws.

(k) Sale of Assets. The Borrower will not, nor will it permit any Subsidiary to, lease, sell or otherwise dispose of a Substantial Portion of Property of the Borrower and its Subsidiaries on a Consolidated basis to any other Person(s) in any twelve month period; provided, however, that (i) Subsidiaries shall be permitted to sell assets for fair market value in arm's-length transactions (as determined, in transactions out of the ordinary course of business, by the Board of Directors of the selling Subsidiary acting in good faith) and (ii) so long as no Default or Event of Default exists before or immediately after giving effect thereto, any of the Borrower's Subsidiaries may engage in a division process in accordance with applicable insurance laws.

(l) Liens. The Borrower will not, nor will it permit any Subsidiary to, create, incur, or suffer to exist any Lien in or on the Property of the Borrower or any of its Subsidiaries, except:

(i) Liens for taxes, assessments or governmental charges or levies on its Property if the same shall not at the time be delinquent or thereafter can be

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paid without penalty, or are not material and are paid promptly upon receipt of notice of nonpayment, or are being contested in good faith and by appropriate proceedings and for which adequate reserves shall have been set aside on its books;

(ii) Liens imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves shall have been set aside on its books;

(iii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation, including statutory deposits under applicable insurance laws;

(iv) Utility easements, building restrictions and such other encumbrances or charges against real property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the marketability of the same or interfere with the use thereof in the business of the Borrower or the Subsidiaries;

(v) Liens existing on the Effective Date and, in the case of Liens upon Property of the Borrower, described in Schedule II;

(vi) Liens upon the Property of Insurance Subsidiaries incurred in the ordinary course of their business;

(vii) Liens on Receivables and Receivables Related Assets in connection with Permitted Securitization Transactions; and

(viii) Other Liens securing obligations not exceeding at any time \$500,000,000 in aggregate principal amount.

(m) Consolidated Capitalization Ratio. The Borrower will maintain at all times a Consolidated Capitalization Ratio of not greater than 0.35 to 1.0.

(n) Minimum Consolidated Net Worth. The Borrower will at all times cause Consolidated Net Worth to be not less than \$8,650,000,000.

(o) Sanctions Laws; Anti-Corruption Law; Beneficial Ownership Regulation.

(i) The Borrower will maintain in effect, policies and procedures reasonably designed to promote and achieve compliance (as determined by the Borrower in good faith) by the Borrower and each Subsidiary and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws, Anti-Terrorism Laws, and Sanctions laws.

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(ii) The Borrower will not, directly or, to its knowledge, indirectly, use the proceeds of any Advance, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in this transaction, whether as Lender, Arranger, Administrative Agent or otherwise) of Sanctions.

(iii) The Borrower will not, directly or, to its knowledge, indirectly, use the proceeds of any Advance for any purpose which would breach any Anti-Corruption Law.

(iv) The Borrower will (A) notify the Administrative Agent and each Lender that previously received any Beneficial Ownership Certification (or a certification that the Borrower qualifies for an express exclusion to the "legal entity customer" definition under the Beneficial Ownership Regulation) of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein (or, if applicable, the Borrower ceasing to fall within an express exclusion to the definition of "legal entity customer" under the Beneficial Ownership Regulation) and (B) promptly upon the reasonable request of the Administrative Agent or any Lender, provide the Administrative Agent or directly to such Lender, as the case may be, any information or documentation requested by it for purposes of complying with the Beneficial Ownership Regulation.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Advance when the same becomes due and payable; or the Borrower shall fail to pay any interest on any Advance, any Facility Fee or any other amount payable hereunder when due and such failure remains unremedied for five Business Days; or

(b) Any representation or warranty made by the Borrower herein or by the Borrower (or any of its officers) in connection with this Agreement shall prove to have been incorrect in any material respect when made or deemed made; or

(c) (i) The Borrower shall fail to perform or observe any term, covenant or agreement contained in Sections 5.01(b), (c)(i), (j), (k), (l), (m), (n), (o)(ii) or (o)(iii) or the first sentence of Section 5.01(d) (solely with respect to the existence of the Borrower); or (ii) the Borrower shall fail to perform or observe any other term, covenant or agreement contained in this Agreement on its part to be performed or observed, and such failure remains unremedied for 30 days after notice thereof shall have been given to

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the Borrower by the Administrative Agent or the Administrative Agent on behalf of any Lender; or

(d) The Borrower or any of its Subsidiaries shall fail to pay any principal of any other Indebtedness of the Borrower which is outstanding in an aggregate principal amount of at least \$100,000,000, or its equivalent in other currencies (in this clause (d) called "Material Indebtedness") when the same becomes due and payable (whether at scheduled maturity, by required prepayment, repurchase, redemption, defeasance, acceleration, demand or otherwise); or any other event shall occur or condition shall exist under any agreement or instrument relating to any Material Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of any Material Indebtedness, or to require the same to be prepaid, repurchased, redeemed or defeased (other than by a regularly required payment); or

(e) The Borrower or any of its Significant Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower or any of its Significant Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any Debtor Relief Law, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against the Borrower or any of its Significant Subsidiaries, such proceeding shall remain undismissed or unstayed for a period of 60 days; or the Borrower or any of its Significant Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) In connection with the actual or alleged insolvency of any Significant Insurance Subsidiary, any Insurance Regulatory Authority shall appoint a rehabilitator, receiver, custodian, trustee, conservator or liquidator or the like (collectively, a "conservator") for such Significant Insurance Subsidiary, or cause possession of all or any substantial portion of the property of such Significant Insurance Subsidiary to be taken by any conservator (or any Insurance Regulatory Authority shall commence any action to effect any of the foregoing); or

(g) A Change in Control shall occur; or

(h) The Borrower or any of its Subsidiaries shall fail within 30 days to pay, bond or otherwise discharge one or more judgments or orders for the payment of money, either singly or in the aggregate, in excess of \$100,000,000, during which such judgment(s) are not stayed on appeal or otherwise being appropriately contested in good faith; or

(i) The Borrower shall terminate, or the PBGC shall institute proceedings under Title IV or ERISA to terminate, or to impose liability (other than for premiums

under Section 4007 of ERISA) in respect of, or to cause a trustee to be appointed to administer, any Single Employer Plan having Unfunded Liabilities in excess of \$100,000,000;

then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare the obligation of each Lender to make Advances to be terminated, whereupon the same shall forthwith terminate, and (ii) shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, declare the Advances, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Advances, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that in the event of an Event of Default with respect to the Borrower of the kind referred to in clause (e) above or with respect to any Material Insurance Subsidiary of the kind referred to in clause (f) above, (A) the obligation of each Lender to make Advances shall automatically be terminated and (B) the Advances, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

ARTICLE VII

THE ADMINISTRATIVE AGENT

Section 7.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VII are solely for the benefit of the Administrative Agent, the Arrangers, the Lenders and their respective Related Parties, and the Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 7.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of banking, trust, financial advisory, underwriting, capital markets or other business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent

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hereunder and without any duty to account therefor to the Lenders or to provide notice to or consent of the Lenders with respect thereto.

Section 7.03 Exculpatory Provisions.

(a) The Administrative Agent, the Arrangers and their respective Related Parties shall not have any duties or obligations except those expressly set forth herein, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent, the Arrangers and their respective Related Parties:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to this Agreement or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent, the Arrangers and their respective Related Parties shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 8.01 and 6.01), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default and indicating that such notice is a "Notice of Default" is given to the Administrative Agent in writing by the Borrower or a Lender.

(c) The Administrative Agent, the Arrangers and their respective Related Parties shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii)

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the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) Other than as set forth in Section 8.06(i)(iv), the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Advances, or disclosure of confidential information, to any Disqualified Institution.

Section 7.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Advance that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Advances. The Administrative Agent may consult with legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 7.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective officers, directors, employees, agents, and representatives. The exculpatory provisions of this Article shall apply to any such sub-agent and to the officers, directors, employees, agents, and representatives of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility established hereunder as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 7.06 Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving 30 days written notice thereof to the Lenders and the Borrower. Upon any such resignation, the Majority Lenders shall have the right to appoint a successor Administrative Agent that, unless an Event of Default shall have occurred and then be continuing, is reasonably acceptable to the Borrower. If no successor Administrative Agent shall have been so appointed by the Majority Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or of any State thereof and having total assets of at least \$1,000,000,000; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Institution. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (e) of the definition thereof, the Majority Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and appoint a successor; provided that such appointment shall be subject to the approval of the Borrower (which shall not be unreasonably withheld and shall not be required if an Event of Default exists). If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Majority Lenders and, so long as no Event of Default exists, the

Borrower) (the "Removal Effective Date"), then (i) such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date and (ii) the Borrower may, on behalf of the Lenders (and subject to the approval of the Majority Lenders, which shall not be unreasonably withheld), appoint a successor Administrative Agent, which shall meet the qualifications set forth in the last sentence of Section 7.06(a). If at any time there is no Administrative Agent, then all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as a successor Administrative Agent has been appointed and accepted such appointment.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable), (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other documents delivered hereunder (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders hereunder, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Majority Lenders appoint a successor Administrative Agent as provided for above. Upon the

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acceptance by a successor of its appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations (in its capacity as Administrative Agent) under this Agreement or any document delivered in connection herewith. The fees payable by the Borrower to a successor Administrative Agent shall be the same as (but not in duplication of) those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After any retiring or removed Administrative Agent's resignation or removal hereunder, the provisions of this Article VII and Section 8.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective related Indemnified Parties and Released Persons in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 7.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent, the Arrangers or any of their respective Related Parties, has made any representations or warranties to it and that no act taken or failure to act by the Administrative Agent or its Related Parties, including any consent to, and acceptance of any assignment or review of the affairs of the Borrower and its Subsidiaries or Affiliates shall be deemed to constitute a representation or warranty of the Administrative Agent, the Arrangers or any of their respective Related Parties to any Lender as to any matter, including whether the Administrative Agent, the Arrangers or any of their respective Related Parties have disclosed material information in their (or their respective Related Parties') possession. Each Lender expressly acknowledges, represents and warrants to the Administrative Agent and each Arranger that (a) this Agreement sets forth the terms of a commercial lending facility, (b) it is engaged in making, acquiring, purchasing or holding commercial loans in the ordinary course and is entering into this Agreement to which it is a party as a Lender for the purpose of making, acquiring, purchasing and/or holding the commercial loans set forth herein as may be applicable to it, and not for the purpose of making, acquiring, purchasing or holding any other type of financial instrument, (c) it is sophisticated with respect to decisions to make, acquire, purchase or hold the commercial loans applicable to it and either it or the Person exercising discretion in making its decisions to make, acquire, purchase or hold such commercial loans is experienced in making, acquiring, purchasing or holding commercial loans, (d) it has, independently and without reliance upon the Administrative Agent, the Arrangers, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and appraisal of, and investigations into, the business, prospects, operations, property, assets, liabilities, financial and other condition and creditworthiness of the Borrower and its Subsidiaries, all applicable bank or other regulatory applicable laws relating to the Transactions and the transactions contemplated by this Agreement and (e) it has made its own independent decision to enter into this Agreement to which it is a party and to extend credit hereunder and thereunder. Each Lender also acknowledges that (i) it will, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender or any of their respective Related Parties (A) continue to make its own credit analysis, appraisals and decisions in taking or

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not taking action under or based upon this Agreement or any related agreement or any document furnished hereunder or thereunder based on such documents and information as it shall from time to time deem appropriate and its own independent investigations and (B) continue to make such investigations and inquiries as it deems necessary to inform itself as to the Borrower and its Subsidiaries and (ii) it will not assert any claim in contravention of this Section 7.07.

Section 7.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers, syndication or documentation agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

Section 7.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law, the Administrative Agent (irrespective of whether the principal of any Advance shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Advances and all other obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.03 and 8.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.03 and 8.04.

Section 7.10 Certain ERISA Matters

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

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(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Advances, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement or any documents related hereto or thereto).

Section 7.11 Erroneous Payments.

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(a) Each Lender and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or any other Person that has received funds from the Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender (each such recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 7.11(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment

(or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the Overnight Rate.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any

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Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Advances (but not its Commitments) to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's applicable lending affiliate in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Advances (but not Commitments), the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by the Administrative Agent or its applicable lending affiliate as the assignee of such Erroneous Payment Deficiency Assignment. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 8.06 and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent (1) shall be subrogated to all the rights of such Payment Recipient with respect to such amount and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under this Agreement, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under this Section 7.11 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrower, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 7.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under this Agreement.

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(g) Nothing in this Section 7.11 will constitute a waiver or release of any claim of the Administrative Agent hereunder arising from any Payment Recipient's receipt of an Erroneous Payment.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments, Etc. Except as set forth in Section 2.08(c)(i), no amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Majority Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by each Lender directly adversely affected thereby, do any of the following: (a) increase or extend the Commitments of such Lender, (b) reduce the principal of, or interest on, the Advances or any fees or other amounts payable by the Borrower to such Lender hereunder, (c) postpone any date fixed for any payment of principal of, or interest on, the Advances or any fees or other amounts payable by the Borrower to such Lender hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of the Commitment of such Lender, (d) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Advances, or the number of Lenders, which shall be required for the Lenders or any of them to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder or (e) amend this Section 8.01; providedfurther that no amendment, waiver or consent shall, unless in writing and signed by 100% of the Lenders, modify the pro rata provisions of this Agreement in a manner that would alter the pro rata sharing of payments required thereby; providedfurther that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement. This Agreement and the agreement referred to in Section 2.03(b) constitute the entire agreement of the parties with respect to the subject matter hereof and thereof.

Notwithstanding anything to the contrary herein, (i) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent that by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender and (ii) if the Administrative Agent and the Borrower shall have jointly identified (each in its sole discretion) an obvious error or omission of a technical or immaterial nature in any provision of this Agreement, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party hereto if the same is not objected to in

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writing by the Majority Lenders within five Business Days following the posting of such amendment to the Lenders.

Section 8.02 Notices, Etc.

(a) Subject to Section 8.02(b), all notices and other communications provided for hereunder shall be in writing (including facsimile) and shall be mailed, emailed or delivered by hand:

(i) if to the Borrower:

CNA Financial Corporation
151 N. Franklin Street, 15th Floor
Chicago, Illinois 60606
Attention: Treasurer
Telephone No.: 312-822-5533
E-mail: AmyC.Adams@cna.com with a copy to:

CNA Financial Corporation
151 N. Franklin Street, 15th Floor
Chicago, Illinois 60606

Attention: Assistant Treasurer
Telephone No.: 312-822-2272
E-mail: Amanda.Liebl@cna.com

(ii) if to the Administrative Agent:

Wells Fargo Bank, National Association
1525 West W.T. Harris Blvd.
Mail Code: D1109-019
Charlotte, North Carolina 28262
Attention: Syndication Agency Services
Telephone No.: 704-590-2706
Facsimile No.: 704-590-2790
E-mail: agencyservices.requests@wellsfargo.com with a copy to:

Wells Fargo Bank, National Association
90 South Seventh Street
Minneapolis, MN 55402
Attention: Kristina Trepanier
Telephone No.: 612-667-0014
E-mail: Kristina.trepanier@wellsfargo.com

(iii) if to any Lender, at the Applicable Lending Office specified in the Administrative Questionnaire of such Lender;

or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication including by posting such notices or communications on internet or intranet websites such as SyndTrak or a substantially similar electronic transmission system (the "Platform") pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communication pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) All notices and communications hereunder shall be deemed to have been duly given or made (i) if hand delivered, when so delivered, (ii) if mailed notices, three Business Days after being deposited in the mail, postage prepaid, (iii) if sent to an e-mail address, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) and (iv) if posted to an internet or intranet website, upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (iii) of notification that such notice or communication is available and identifying the website address therefor; provided that (x) notices and communications to the Administrative Agent pursuant to Article II or VII shall not be effective until received by the Administrative Agent; and (y) any notice or other communication that is not given (as described above) during normal business hours of the recipient shall be deemed to have been given at the opening of business on the next business day for the recipient.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE ADMINISTRATIVE AGENT DOES NOT WARRANT THE ADEQUACY OR COMPLETENESS OF THE PLATFORM AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE

COMMUNICATIONS EFFECTED THEREBY. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT IN CONNECTION WITH ANY SUCH COMMUNICATIONS OR THE PLATFORM. In no event shall the Administrative Agent have any liability to the Borrower, any Subsidiary of the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise), arising out of the transmission of any notices or communications through the Platform,

other than for direct or actual damages resulting from the gross negligence or willful misconduct of the Administrative Agent, or any of its Affiliates as determined by a final and nonappealable judgment of a court of competent jurisdiction.

Section 8.03 No Waiver; Remedies. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 8.04 Costs, Expenses and Indemnification.

(a) The Borrower agrees to pay and reimburse on demand all reasonable and documented costs and expenses of the Administrative Agent and the Arrangers in connection with (i) the arrangement and syndication of the credit facility established hereby and (ii) the preparation, execution, delivery, administration, modification and amendment of this Agreement and the other documents to be delivered hereunder, including the reasonable and documented fees and out-of-pocket expenses of a single counsel for the Administrative Agent and the Arrangers with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Agreement. The Borrower further agrees to pay on demand all reasonable and documented costs and expenses, if any (including reasonable and documented counsel fees and expenses of the Administrative Agent and the Lenders), incurred by the Administrative Agent or any Lender in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement and the other documents to be delivered hereunder, including reasonable and documented counsel fees and expenses in connection with the enforcement of rights under this Section 8.04(a); provided that the Borrower will be responsible for the fees and expenses of only one counsel for the Lenders (in addition to counsel for the Administrative Agent) except to the extent that such counsel determines that an actual or potential conflict of interest requires separate counsel.

(b) The Borrower hereby agrees to indemnify the Administrative Agent, each Arranger, each Lender and each of their respective Affiliates and their respective officers, directors, employees, agents, advisors and representatives (each, an “Indemnified Party”) from and against any and all direct claims, damages, losses, liabilities, penalties and reasonable and documented expenses (including reasonable and documented fees and disbursements of counsel), joint or several, that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Agreement or the transactions contemplated hereby or any use made or proposed to be made with the proceeds of the Advances, whether or not such investigation, litigation or proceeding is brought by the Borrower, any of its shareholders or creditors, an Indemnified Party or any other Person, or an Indemnified Party is otherwise a party thereto, and whether or not any of the conditions precedent set forth in Article III are satisfied or the other transactions contemplated by this Agreement are consummated, except to the extent such direct

claims, damages, losses, liabilities, penalties or expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Party, (y) result from a claim brought by the Borrower against an

Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) result from a claim not involving an act or omission of the Borrower and that is brought by an Indemnified Party against another Indemnified Party (other than against an Arranger or the Administrative Agent in their capacities as such).

The Borrower hereby further agrees that none of the Administrative Agent (or any sub-agent thereof), the Arrangers, any Lender, or any Related Party of any of the foregoing persons (each such person being called an "Released Person") shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Borrower for or in connection with or relating to this Agreement or the transactions contemplated hereby or thereby or any use made or proposed to be made with the proceeds of the Advances, except to the extent such liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Released Person. To the fullest extent permitted by applicable law, the Borrower shall not assert and the Borrower hereby waives, any claim against any Released Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof. No Released Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems (including IntraLinks, SyndTrak or similar systems) in connection with this Agreement or the transactions contemplated hereby, except as a result of such Released Person's gross negligence, willful misconduct or breach in bad faith of its obligations hereunder, in each case, as determined by a court of competent jurisdiction by final and nonappealable judgment.

(c) To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any director, officer, employee, agent, affiliate, advisor or representative thereof of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such director, officer, employee, agent, affiliate, advisor or representative thereof, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the aggregate Exposures at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), provided, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any director, officer, employee, agent, affiliate, advisor or representative of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity.

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(d) If any payment of principal of, or Conversion or Continuation of, any SOFR Advance is made other than on the last day of an Interest Period for such Advance as a result of any optional or mandatory prepayment, acceleration of the maturity of the Advances pursuant to Section 6.01 or for any other reason, the Borrower shall pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses (other than loss of profit) which it may actually incur as a result of such payment, Continuation or Conversion and the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Advance. A certificate as to the amount of such losses, costs and expenses, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error. All of the obligations of the Borrower under this Section 8.04(d) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

Section 8.05 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent and when the Administrative Agent shall have been notified by each Lender that such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and each Lender and their respective successors and permitted assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

Section 8.06 Assignments and Participations.

(a) Each Lender may assign to one or more banks or other entities, with notice to and the consent of the Administrative Agent and, unless (i) an Event of Default shall have occurred and be continuing or (ii) such assignment is to an existing Lender, an Affiliate of a Lender or an Approved Fund, the Borrower (such consents not to be unreasonably withheld), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Advances owing to it); provided that:

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations of the assigning Lender under this Agreement;

(ii) except in the case of an assignment by a Lender to one of its Affiliates or to another Lender, the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event (unless the Borrower and the Administrative Agent otherwise agree) be less than the lesser of (x) such Lender's Commitment hereunder and (y) \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof;

(iii) each such assignment shall be to an Eligible Assignee.

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(iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, and

(v) the parties to each such assignment (other than the Borrower) shall deliver to the Administrative Agent a processing and recordation fee of \$3,500.

Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (y) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(b) By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed (and

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the Borrower and the Administrative Agent shall have consented to the relevant assignment) and is in substantially the form of Exhibit B, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(d) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at its address referred to in Section 8.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of each of the Lenders and, with respect to Lenders, the Commitment of, and principal amount (and stated interest) of the Advances owing to, each such Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for the purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Each Lender may sell participations to one or more Persons (excluding any Persons primarily engaged in the insurance or mutual fund business) in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Advances owing to it) (each, a "Participant"); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment to the Borrower hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, (iv) in any proceeding under any Debtor Relief Law in respect of the Borrower, such Lender shall remain and be, to the fullest extent permitted by law, the sole representative with respect to the rights and obligations held in the name of such Lender (whether such rights or obligations are for such Lender's own account or for the account of any participant) and (v) no participant under any such participation agreement shall have any right to approve any amendment or waiver of any provision of this Agreement, or to consent to any departure by the Borrower therefrom, except to the extent that any such amendment, waiver or consent would (x) reduce the principal of, or interest on, the Advances, in each case to the extent the same are subject to such participation, or (y) postpone any date fixed for the payment of principal of, or interest on, the Advances, in each case to the extent the same are subject to such participation. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Advances or other obligations hereunder (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations hereunder) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat

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each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Any Lender may, in connection with any permitted assignment or participation or proposed assignment or participation pursuant to this Section 8.06 and subject to the provisions of Section 8.12, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower or any of its Subsidiaries or Affiliates furnished to such Lender by or on behalf of the Borrower.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that

no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time, without the consent of the Administrative Agent or the Borrower, assign to an Affiliate of such Lender (excluding any Affiliate of such Lender primarily engaged in the insurance or mutual fund business) all or any portion of its rights (but not its obligations) under this Agreement.

(i) (i) No assignment or participation shall be made to any Person that was a Disqualified Institution as of the date (the "DQ Trade Date") on which the assigning Lender entered into a binding agreement to sell and assign all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee that becomes a Disqualified Institution after the applicable DQ Trade Date (including as a result of the delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the definition of "Disqualified Institution"), (x) such assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Acceptance with respect to such assignee will not by itself result in such assignee no longer being considered a Disqualified Institution. Any assignment in violation of this clause shall not be void, but the other provisions of this clause shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Borrower's prior written consent in violation of clause (i) above, or if any Person becomes a Disqualified Institution after the applicable DQ Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) terminate the Commitment of such Disqualified Institution and repay all obligations of the Borrower owing to such Disqualified Institution in connection with such Commitment, and/or (B) require such Disqualified Institution to assign, without

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recourse (in accordance with and subject to the restrictions contained in this [Section 8.06](#)), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Institutions (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws (a "Plan"), each Disqualified Institution party hereto hereby agrees (1) not to vote on such Plan, (2) if such Disqualified Institution does vote on such Plan notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the applicable bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent may, and upon request from any Lender shall, and the Borrower hereby expressly authorizes the Administrative Agent to (A) post the list of Disqualified Institutions provided by the Borrower and any updates thereto from time to time (collectively, the "DQ List") on the Platform and/or (B) provide the DQ List to each Lender requesting the same.

Section 8.07 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The Borrower hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Borrower irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an

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inconvenient forum. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 8.08 Severability. In case any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, as the case may be, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.09 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any counterpart hereof may be executed and delivered via telecopier or e-mail (in a pdf or similar file), and each such counterpart so executed and delivered shall have the same force and effect as an originally executed and delivered counterpart hereof.

Section 8.10 Survival. The obligations of the Borrower under Sections 2.02(b), 2.12, 2.15 and 8.04, and the obligations of the Lenders under Section 7.05, shall survive the repayment of the Advances and the termination of the Commitments. In addition, each representation and warranty made, or deemed to be made by any Notice of Borrowing, herein or pursuant hereto shall survive the making of such representation and warranty, and no Lender shall be deemed to have waived, by reason of making any Advance, any Default or Event of Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Lender or the Administrative Agent may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such extension of credit was made.

Section 8.11 Waiver of Jury Trial. EACH OF THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.12 Confidentiality. Each Lender agrees to hold any confidential information which it may receive from the Borrower or any of its Subsidiaries or Affiliates pursuant to this Agreement in confidence and for use in connection with this Agreement, including for use in connection with its rights and remedies hereunder, except for disclosure (a) to its Affiliates and to its legal counsel, accountants, and other professional advisors and (provided that they are advised of the confidential nature of the information and obligated to keep such information confidential) to its and its Affiliates' directors, officers, employees, agents, and advisors, (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Affiliates, (c) as requested pursuant to or as required by law, regulation, or legal process, (d) in connection with the exercise of any remedies hereunder or any action or proceeding

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relating to this Agreement or the enforcement of rights hereunder, (e) to a proposed assignee or participant permitted under Section 8.06 which shall have agreed in writing for the benefit of the Borrower and its Subsidiaries and Affiliates to keep such disclosed confidential information confidential in

accordance with this Section, (f) on a confidential basis to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (g) with the consent of the Borrower, (h) to any actual or prospective party to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder which shall have agreed in writing for the benefit of the Borrower and its Subsidiaries and Affiliates to keep such disclosed confidential information confidential in accordance with this Section or (i) to the extent such B. Improperly Disclosing Inside Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower to the extent such source did not obtain or disclose such information in violation of any confidentiality agreement.

Section 8.13 Nonliability of Lenders; No Fiduciary Relationship.

(a) The relationship between the Borrower and the Lenders and the Administrative Agent shall be solely that of borrower and lender. Neither the Administrative Agent nor any Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations.

(b) The Borrower, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrower, its Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, any Lender or any of their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

Section 8.14 USA Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

Section 8.15 Electronic Execution. The words "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Agreement or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Agreement or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of

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the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature from any party hereto, the Administrative Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and any of the Borrower, electronic images of this Agreement (including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (B) waives any argument, defense or right to contest the validity or enforceability of this Agreement based solely on the lack of paper original copies of this Agreement, including with respect to any signature pages thereto.

Section 8.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under this Agreement, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

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(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 8.17 Acknowledgement Regarding Any Supported QFCs. To the extent that this Agreement provides support, through a guarantee or otherwise, for hedge agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that this Agreement and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and this Agreement were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 8.17, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

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(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8) (D).

Section 8.18 Amendment and Restatement; No Novation. This Agreement constitutes an amendment and restatement of the Existing Agreement, effective from and after the Effective Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the Lenders or the Administrative Agent under the Existing Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Effective Date, the credit facilities described in the Existing Agreement shall be amended, supplemented, modified and restated in their entirety by the facilities described herein, and all loans and other obligations of the Borrower outstanding as of such date under the Existing Agreement shall be deemed to be loans and obligations outstanding under the corresponding facilities described herein, without any further action by any Person, except that the Administrative Agent shall make such transfers of funds as are necessary in order that the outstanding balance of such Advances, together with any Advances funded on the Effective Date, reflect the respective Commitment of the Lenders hereunder.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CNA FINANCIAL CORPORATION

By: /s/ Scott R. Lindquist
Name: Scott R. Lindquist
Title: Executive Vice President and Chief Financial Officer

By: /s/ Amy M. Smith
Name: Amy M. Smith
Title: Senior Vice President and Chief Accounting Officer

Second Amended and Restated Credit Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender and as Administrative Agent

By: /s/ Kristina Trepanier

Name: Kristina Trepanier

Title: Vice President

Second Amended and Restated Credit Agreement

**JPMORGAN CHASE BANK, N.A.,
as a Lender and as Syndication Agent**

By: /s/ Kristen M. Murphy

Name: Kristen M. Murphy

Title: Vice President

Second Amended and Restated Credit Agreement

ASSOCIATED BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ James R. Cribbet

Name: James R. Cribbet

Title: SVP

Second Amended and Restated Credit Agreement

BANK OF AMERICA, N.A., as a Lender

By: /s/ Chelsea Liu

Name: Chelsea Liu
Title: Vice President

Second Amended and Restated Credit Agreement

BARCLAYS BANK PLC, as a Lender

By:/s/ Andrew Asmodeo
Name: Andrew Asmodeo
Title: Authorized Signer

Second Amended and Restated Credit Agreement

CITIBANK, N.A., as a Lender

By:/s/ Peter Bickford
Name: Peter Bickford
Title: Vice President

Second Amended and Restated Credit Agreement

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Peter Romanchuk
Name: Peter Romanchuk
Title: Vice President, Banker

Second Amended and Restated Credit Agreement

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By:/s/ Joshua Metcalf

Name: Joshua Metcalf

Title: Vice President

Second Amended and Restated Credit Agreement

SCHEDELE I

Lenders and Commitments

<u>Lender</u>	<u>Commitment</u>
Wells Fargo Bank, National Association	\$47,000,000
JPMorgan Chase Bank, N.A.	\$47,000,000
Associated Bank, National Association	\$26,000,000
Bank of America, N.A.	\$26,000,000
Barclays Bank PLC	\$26,000,000
Citibank, N.A.	\$26,000,000
The Northern Trust Company	\$26,000,000
U.S. Bank National Association	\$26,000,000
Total	\$250,000,000

Schedule I

SCHEDELE II

Existing Liens

None.

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NOTICE OF BORROWING

Wells Fargo Bank, National Association,
as Administrative Agent for the
Lenders parties to the Credit
Agreement referred to below
[]
[]
Attention: []

[Date]

Ladies and Gentlemen:

The undersigned, CNA Financial Corporation (the "Borrower"), refers to the Second Amended and Restated Revolving Credit Agreement, dated as of December 6, 2023 (as from time to time amended, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, certain Lenders parties thereto and Wells Fargo Bank, National Association, as Administrative Agent for said Lenders, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.02(a) of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is _____, _____.

(ii) The Type of Advances initially comprising the Proposed Borrowing is [Base Rate Advances] [SOFR Advances].

(iii) The aggregate amount of the Proposed Borrowing is \$ _____.

(iv) The initial Interest Period for each Advance made as part of the Proposed Borrowing is _____ month[s].¹

(v) The Term SOFR Adjustment is 0.10% per annum.²

The undersigned hereby certifies that insider trading laws also prohibit insiders from disclosing material nonpublic information to an outsider in exchange for direct or indirect personal benefit (i.e., "tipping"). Personal benefit may include monetary gain or reputational benefit. If the following statements are true outsider (i.e., the "tippee") knows or should have known of the breach of duty by the insider (i.e., the "tipper"), the tippee inherits the duty to refrain from trading on the date hereof, and will be true on information because the date tipper received the information improperly. Consequently, anyone in possession of the Proposed Borrowing: material nonpublic information must not engage in tipping.

(a) each C. Definition of the representations and warranties contained in Section 4.01 (excluding the Excluded Representations) is correct in all material respects,

¹ For SOFR Advances only.

² For SOFR Advances only.

Notice of Borrowing

before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as though made on and as of such date;

(b) no event has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds therefrom, which constitutes an Event of Default or, to the best of the undersigned's knowledge, a Default.

Very truly yours,

CNA FINANCIAL CORPORATION

By _____

Name:

Title:

By _____

Name:

Title:

Notice of Borrowing

EXHIBIT B

ASSIGNMENT AND ACCEPTANCE

Dated _____, _____

Reference is made to the Second Amended and Restated Revolving Credit Agreement, dated as of December 6, 2023 (as from time to time amended, the "Credit Agreement") among CNA Financial Corporation, a Delaware corporation (the "Borrower"), the Lenders (as defined in the Credit Agreement) and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (the "Administrative Agent"). Terms defined in the Credit Agreement are used herein with the same meaning.

_____(the "Assignor") and _____(the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified on Schedule 1 of all outstanding rights and obligations under the Credit Agreement, including such interest in the Assignor's Commitment and the Advances owing to the Assignor. After giving effect to such sale and assignment, the Assignee's Commitment and the amount of the Advances owing to the Assignee will be as set forth in Schedule 1.

2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is an Eligible Assignee; (iv) appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Administrative Agent by the terms thereof, together

Assignment and Acceptance

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with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; [and] (vi) specifies as its Applicable Lending Office (and address for notices) the offices set forth beneath its name on the signature pages hereof [and (vii) attaches the forms prescribed by the IRS certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty].¹

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee and the consent of the Borrower, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date of this Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified on Schedule 1 hereto (the "Effective Date").

5. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

6. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement in respect of the interest assigned hereby (including all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule 1 hereto.

1If the Assignee is organized under the laws of a jurisdiction outside the United States.

Assignment and Acceptance

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SCHEDE 1

to

ASSIGNMENT AND ACCEPTANCE

Percentage assigned to Assignee _____ %

Assignee's Commitment \$ _____

Aggregate outstanding principal amount of Advances assigned \$ _____

Effective Date (if other than date of acceptance by

Administrative Agent) _____, _____

[NAME OF ASSIGNOR], as Assignor

By _____

Name:

Title:

Annex 1 to Assignment and Assumption

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[NAME OF ASSIGNEE], as Assignee

By _____

Name:

Title:

Applicable Lending Office for Base Rate Advances:

Applicable Lending Office for SOFR Advances:

* This date should be no earlier than the date of acceptance by the Administrative Agent.

Accepted this _____ day of _____, _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By _____

Name:

Title:

CONSENTED TO:

CNA FINANCIAL CORPORATION

By _____

Name:

Title:

By _____

Name:

[RESERVED]

Opinion of Counsel of the Borrower

COMPLIANCE CERTIFICATE

To: The Lenders parties to the
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023 (as amended, modified, renewed or extended from time to time, the "Credit Agreement") among the Borrower, the banks named therein and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected or appointed [] of the Borrower;
2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and
4. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower's compliance with certain covenants of the Credit Agreement, all of which data and computations are true, complete and correct.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this _____ day of _____, 20____.

Compliance Certificate

SCHEDULE I TO COMPLIANCE CERTIFICATE**Schedule of Compliance as of with Provisions of Sections 5.01(m) and 5.01(n) of the Credit Agreement****1. Section 5.01(m) - Consolidated Capitalization Ratio**

A. Aggregate Specified Indebtedness \$

B. Consolidated Capitalization

(i) Aggregate Specified Indebtedness \$

(ii) Consolidated Net Worth: \$

(iii) Sum of (i) and (ii) \$

C. Ratio of A to B :1.0

D. Permitted Ratio Not greater than

0.35:1.0

Complies Does Not Comply

2. Section 5.01(n) - Minimum Consolidated Net Worth

A. Consolidated Net Worth \$

B. Minimum Consolidated Net Worth: \$8,650,000,000

C. Required Comparison: A \geq B

Complies Does Not Comply

Schedule I to Compliance Certificate**EXHIBIT E**

[FORM OF]

PROMISSORY NOTENew York, New York
[Date] "Material"

For value received, [NAME OF BORROWER], a [] corporation (the "Borrower"), promises to pay to the order of [name of Lender] (the "Lender") (i) the unpaid principal amount of each Advance made by the Lender to the Borrower under the Credit Agreement referred to below, when and as due and payable under the terms purposes of the Credit Agreement, insider trading laws, information is "material" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold securities of a company. The determination of materiality considers both quantitative and (ii) interest on qualitative factors, as well as whether the unpaid principal amount fact significantly altered the total mix of each information available. Examples of material information include: earnings and other financial results; mergers, acquisitions, tender offers, joint ventures or changes in assets; new products or agent relationships; changes in control or management; significant disputes, litigation or investigations; changes in auditors; and events involving a company's securities such Advance on the dates as new offerings, dividends, stock splits, redemption calls and at the rate or rates provided for in the Credit Agreement. All such payments of principal and interest shall be made to the accounts specified in the Credit Agreement, in immediately available funds, repurchase plans.

All Advances made by the Lender, and all repayments P a g e |1

"CNA" is a registered trademark of the principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, appropriate notations to evidence the foregoing information with respect to each such Advance then outstanding shall be endorsed by the Lender on the schedule attached hereto, or on a continuation of such schedule attached hereto and made a part hereof, provided that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This note is one of the promissory notes issued pursuant to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023, among CNA Financial Corporation. Certain CNA Financial Corporation subsidiaries use the Lenders from time to time party thereto, "CNA" trademark in connection with insurance underwriting and Wells Fargo Bank, National Association, as Administrative Agent (as the same may be amended from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the mandatory and optional prepayment hereof and the acceleration of the maturity hereof.

This note shall be governed by and construed in accordance with the laws of the State of New York.

[NAME OF BORROWER],

By _____

Name:

Title:

By _____

Name:

Title:

Promissory Note

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SCHEDE OF ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount of Advance	Amount of Principal Repaid	Unpaid Principal Balance	Notations Made By

Promissory Note

10

EXHIBIT F-1

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CNA Financial Corporation, the Lenders parties thereto, and Wells Fargo Bank, National Association, as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Advance(s) (as well as any Note(s) evidencing such Advance(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-2

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CNA Financial Corporation, the Lenders parties thereto, and Wells Fargo Bank, National Association, as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of

the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-3

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CNA Financial Corporation, the Lenders parties thereto, and Wells Fargo Bank, National Association, as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-4

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Revolving Credit Agreement dated as of December 6, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CNA Financial Corporation, the Lenders parties thereto, and Wells Fargo Bank, National Association, as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Advance(s) (as well as any Note(s) evidencing such Advance(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Advance(s) (as well as any Note(s) evidencing such Advance(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:

Name:

Title:

Date: _____, 20[]

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EXHIBIT 21.1

CNA FINANCIAL CORPORATION

Subsidiaries of the Registrant

As of December 31, 2023 December 31, 2024

Name of Subsidiary	Organized Under Laws of
American Casualty Company of Reading, Pennsylvania	Pennsylvania
Bantry Insurance Company	Illinois
CNA Insurance Company (Europe) S.A.	Luxembourg
CNA Insurance Company Limited	United Kingdom
Columbia Casualty Company	Illinois
Continental Casualty Company	Illinois
Continental Reinsurance Corporation International, Ltd	Bermuda
Hardy Underwriting Limited	United Kingdom
Inverin Insurance Company	Illinois
National Fire Insurance Company of Hartford	Illinois
North Rock Insurance Company Limited	Bermuda
Surety Bonding Company of America	South Dakota
The Continental Corporation	New York
The Continental Insurance Company of New Jersey	New Jersey
The Continental Insurance Company	Pennsylvania
Transportation Insurance Company	Illinois
Universal Surety of America	South Dakota
Valley Forge Insurance Company	Pennsylvania
Western Surety Company	South Dakota

The names of certain subsidiaries which, if considered in the aggregate as a single subsidiary, would not constitute a "significant subsidiary" as defined in Regulation S-X, have been omitted.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-262821 on Form S-3 and Registration Statement Nos. 333-211150 and No. 333-238290 on Form S-8 of our report dated February 6, 2024 February 11, 2025, relating to the consolidated financial statements of CNA Financial Corporation and subsidiaries (the "Company") and the

effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K of the Company for the year ended **December 31, 2023** December 31, 2024.

/s/ DELOITTE & TOUCHE LLP

Chicago, Illinois

February 6, 2024 11, 2025

EXHIBIT 31.1

SARBANES-OXLEY ACT SECTION 302

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, **Dino E. Robusto**, **Douglas M. Worman**, certify that:

1. I have reviewed this Annual Report on Form 10-K of CNA Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 6, 2024 11, 2025

By

/s/ **Dino E. Robusto** **Douglas M. Worman**

Dino E. Robusto **Douglas M. Worman**

President and Chief Executive Officer

EXHIBIT 31.2

SARBANES-OXLEY ACT SECTION 302

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Scott R. Lindquist, certify that:

1. I have reviewed this Annual Report on Form 10-K of CNA Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 6, 2024

By

/s/ Scott R. Lindquist

Scott R. Lindquist
Chief Financial Officer

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EXHIBIT 32.1

**Written Statement of the Chief Executive Officer
of CNA Financial Corporation
Pursuant to 18 U.S.C. § 1350**

(As adopted by Section 906 of the Sarbanes-Oxley Act of 2002)

The undersigned, the Chief Executive Officer of CNA Financial Corporation (the Company), hereby certifies that, to his knowledge:

- the Company's Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024 filed on the date hereof with the Securities and Exchange Commission (the Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 6, 2024 11, 2025

By

/s/ Dino E. Robusto Douglas M. Worman

Dino E. Robusto Douglas M. Worman
President and Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

EXHIBIT 32.2

Written Statement of the Chief Financial Officer

of CNA Financial Corporation

Pursuant to 18 U.S.C. § 1350

(As adopted by Section 906 of the Sarbanes-Oxley Act of 2002)

The undersigned, the Chief Financial Officer of CNA Financial Corporation (the Company), hereby certifies that, to his knowledge:

- the Company's Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024 filed on the date hereof with the Securities and Exchange Commission (the Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 6, 2024 11, 2025

By

/s/ Scott R. Lindquist

Scott R. Lindquist
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

CNA FINANCIAL CORPORATION
CLAWBACK POLICY

The following clawback policy (the "Policy") of CNA Financial Corporation, a Delaware corporation, (the "Company") requires the recovery of erroneously awarded compensation in order to satisfy the requirements of Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "Listing Standards") and to satisfy the requirements of Rule 10D-1 ("Rule 10D-1"), as adopted by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") to implement Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

Section 1. Definitions. As used in this Policy, the following definitions shall apply:

(a) "Applicable Period" means the three completed fiscal years prior to the earlier of (i) the date the Company's board of directors, a board committee, or officer(s) authorized to take such action if board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement. In addition to the last three completed fiscal years described in the preceding sentence, the Applicable Period includes any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years; provided, however, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months would be deemed a completed fiscal year for purposes of the Applicable Period.

(b) **“Committee”** means the compensation committee of the Board of Directors of the Company.

(c) **“Covered Executive”** means all of the Company’s current and former executive officers, as determined by the Committee, in accordance with the Listing Standards and Rule 10D-1 and the definition of executive officer as defined in Rule 10D-1(d).

(d) **“Erroneously Awarded Compensation”** means the amount of Incentive-Based Compensation received by a Covered Executive that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated financial statements.

(e) **“Incentive-Based Compensation”** means all compensation (including cash bonuses or other cash incentive awards (including any deferred element thereof), and vested and unvested equity awards, including options, restricted stock and restricted stock units, performance stock unit awards and performance stock awards) from the Company or a subsidiary of the Company that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For the avoidance of doubt, Incentive-Based Compensation does not include annual salary, compensation awarded based on completion of a specified period of service, or compensation awarded based on subjective standards, strategic measures, or operational measures, unless also based on attainment of a Financial Reporting Measure.

(f) **“Financial Reporting Measures”** are measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and

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any measures that are derived wholly or in part from such measures, including stock price and total shareholder return.

(g) **“Restatement”** means an accounting restatement of the Company’s financial statements due to material noncompliance with any financial reporting requirement under the federal securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

Section 2. Recovery Event. If the Company is required to prepare a Restatement, then, as determined by the Committee, the Covered Executive’s unsettled Incentive-Based Compensation will be subject to forfeiture, and the Covered Executive’s settled Incentive-Based Compensation will be subject to recoupment, subject to the following:

(a) The forfeiture or recoupment of the Incentive-Based Compensation will apply to a recipient of Incentive-Based Compensation if the recipient of the Incentive-Based Compensation was a Covered Executive at any time during the performance period for such Incentive-Based Compensation. This Policy applies to Incentive-Based Compensation received by a Covered Executive after beginning services as a Covered Executive, and any subsequent changes in a Covered Executive’s employment status, including retirement or termination of employment, do not affect the Company’s rights to recover Erroneously Awarded Compensation pursuant to this Policy.

(b) The amount to be forfeited or recouped will equal the Erroneously Awarded Compensation. The Committee will take actions necessary to recover the Erroneously Awarded Compensation reasonably promptly following a Restatement. Where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information the Restatement, the amount must be based on a reasonable estimate of the effect of the Restatement on stock price or total shareholder return upon which the Incentive-Based Compensation was granted, vested, paid or settled. The Company will maintain documentation of the determination of that reasonable estimate and provide such documentation to the New York Stock Exchange. The amount of the Erroneously Awarded Compensation shall not be reduced based on, or otherwise calculated with regard to, any taxes paid by the Covered Executive with respect to such amounts.

(c) This Policy shall only apply to Incentive-Based Compensation that was received (or would have been settled in the absence of an elective deferral of payment by the individual) during, or in respect of, the Applicable Period and that was received (or would have been settled in the absence of an elective deferral of payment by the individual) during the period while the Company has a class of securities listed on a national securities exchange or a national securities association. For purposes of this Policy, Incentive-Based Compensation shall be deemed to have been received during the fiscal period in which the financial reporting measure specified in the applicable Incentive-Based Compensation is attained, even if such

Incentive-Based Compensation is paid or granted after the end of such fiscal period. The Company's obligation to recover erroneously awarded compensation is not dependent on if or when the restated financial statements are filed.

Section 3. Impracticability. The Company shall recover any Erroneously Awarded Compensation unless the conditions set forth in clauses (a), (b) or (c) of the following sentence are met

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and such recovery would be impracticable, as determined by the Committee in accordance with Rule 10D-1 and the Listing Standards. No recovery shall be required if:

(a) the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; *provided that before concluding that it would be impractical to recover any amount of Erroneously Awarded Compensation based on this clause (i), the Company shall make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) and provide such documentation to the New York Stock Exchange;*

(b) recovery would violate home country law where that law was adopted prior to November 28, 2022; *provided that before concluding that it would be impractical to recover any amount of Erroneously Awarded Compensation based on this clause (ii), the Company shall obtain an opinion of home country counsel, acceptable to the New York Stock Exchange, that recovery would result in such violation, and shall provide such opinion to the New York Stock Exchange; or*

(c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company or a subsidiary, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code.

Section 4. Method of Clawback. The Committee shall determine, in its sole discretion, the method of recovering any Erroneously Awarded Compensation pursuant to this Policy, which may include, without limitation:

- (a) requiring reimbursement of cash Erroneously Awarded Compensation previously paid;
- (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;
- (c) offsetting the recouped amount from any compensation otherwise owed by the Company or any subsidiary to the Covered Executive;
- (d) cancelling outstanding vested or unvested equity awards; and/or
- (e) taking any other remedial and recovery action, as determined by the Committee; *provided, however that any such action pursuant to subsections (a) through (e) shall be subject to applicable law and shall be subject to compliance with Section 409A of the Internal Revenue Code.*

Section 5. Suspension of Outstanding Incentive-Based Compensation.

(a) After a determination by the Committee that a Restatement may have occurred, the Committee may suspend all Incentive-Based Compensation that the Committee determines may be forfeited under this Policy or otherwise subject to offset pursuant to Section 4, in which case and subject to the terms of this Section, Incentive-Based Compensation subject to the suspension: (i) if unvested, will not vest, and (ii) otherwise will not be distributed or permitted to be exercised or otherwise settled. In the event the term of an option award will expire during a period of suspension, the Covered Executive will be permitted to exercise the option before it expires; however settlement of the option award following such exercise will remain suspended and the securities otherwise deliverable upon settlement shall remain subject to forfeiture under the terms of this Policy.

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(b) Following suspension of Incentive-Based Compensation under subsection (a) of this Section 5, the Committee will determine as promptly as practicable whether the suspended Incentive-Based Compensation is to be forfeited or whether the suspension of the Incentive-Based Compensation is to be ended. For Incentive-Based Compensation that are ultimately not forfeited, the following provisions will apply upon the Committee's determination to lift the suspension:

(i) Unvested awards that would not otherwise have vested during the suspension by their original terms will be thereafter subject to vesting under their original terms;

(ii) Unvested awards that otherwise would have vested during the suspension will vest as soon as practicable and otherwise consistent with their original terms;

(iii) Cash awards such as annual bonus withheld during the suspension will be immediately payable;

(iv) In no event will distribution of cash or shares be made to a Covered Executive with respect to Incentive-Based Compensation if, by reason of termination of employment or otherwise, the Covered Executive would have forfeited the Incentive-Based Compensation if the Incentive-Based Compensation had not been suspended; and

(v) Distribution or settlement of Incentive-Based Compensation will be made no later than the latest date on which such distribution or settlement would be required to avoid additional tax by reason of Section 409A of the Internal Revenue Code; provided, however, that if such distribution or settlement occurs during a period when such Incentive-Based Compensation remains suspended pursuant to this Section 5, then the after-tax proceeds of such distribution or settlement shall be held in escrow until such time as such Incentive-Based Compensation is no longer subject to a suspension or such amounts are determined to have been forfeited by the Committee.

Section 6. Committee Administration and Discretion. The authority to manage the operation and administration of this Policy is vested in the Committee. This authority includes the obligation to determine (i) whether a Restatement has occurred for the purposes of this Policy, Rule 10D-1 and the Listing Standards and (ii) the amount of Erroneously Awarded Compensation. The Committee may retain and rely upon the advice and determinations of legal counsel, accountants and other relevant experts to operate and administer this Policy. Any interpretation of this Policy by the Committee and any decision made by it with respect to this Policy will be final, binding and conclusive on all persons.

Section 7. No Indemnification. The Company shall not indemnify any current or former Covered Executive against the loss of Erroneously Awarded Compensation, and shall not pay, or reimburse any Covered Executives for premiums, for any insurance policy to fund such executive's potential repayment obligations.

Section 8. Notice. Before the Committee determines to seek recovery pursuant to this Policy, it shall provide the Covered Executive with written notice and the opportunity to be heard at a meeting of the Committee or the Board (either in person or via telephone).

Section 9. Effective Date. This Policy is effective as of December 1, 2023 (the "Effective Date"). Following the Effective Date, this Policy will replace and supersede the Company's Executive Incentive Compensation Policy that has been in effect since February 28, 2019. The terms of this Policy shall apply to any Incentive-Based Compensation that is received by a Covered Executive on or after October 2, 2023, even if such Incentive-Based Compensation was approved, awarded or granted to the Covered Executive prior to October 2, 2023. Subject to applicable law, the Committee may effect forfeiture or recoupment under this Policy from any amount of compensation approved, awarded, granted, payable or paid to the Covered Executive prior to, on or after the Effective Date.

Section 10. Amendment and Interpretation. The Committee may amend this Policy from time to time in its discretion, and shall amend this Policy as it deems necessary, appropriate or advisable to reflect the regulations adopted by the SEC and to comply with any rules or standards adopted by a national securities exchange on which the Company's securities are then listed. The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Rule 10D-1 and any applicable rules or standards adopted by the SEC and any national securities exchange on which the Company's securities are then listed.

Section 11. Other Recoupment Rights. The Committee intends that this Policy will be applied to the fullest extent of the law. The Committee may require that any employment agreement, equity award agreement, or similar agreement entered into, amended or restated on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Policy and the application of this Policy to any award made prior to the Effective Date. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any other recoupment or recoupment policy, any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

Section 12. Successors. This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

Section 13. Disclosure Obligations. The Company shall file all disclosures with respect to this Policy required by applicable SEC filings and rules.

Section 14. Entire Agreement. To the extent inconsistent with this Policy, this Policy supersedes all prior contracts, agreements and understandings, written or oral, with any Covered Executive. In the event any contract, agreement or understanding with any Covered Executive is inconsistent with the terms of this Policy, the terms of this Policy shall govern.

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Appendix A

Acknowledgement

[Date]

[Covered Executive name]

[Address]

Dear [Covered Executive name]:

Please sign and return to me this letter acknowledging that you have received a copy of the CNA Financial Corporation Clawback Policy (the "Policy") and that you agree to its application to you as a Covered Executive. Your receipt of grants of equity or incentive compensation on or after the effective date of the Policy is conditioned on your agreeing to the terms of the Policy.

By signing this letter, you agree that the Policy, as it may be amended from time to time, applies to your Incentive-Based Compensation (as defined in the Policy), regardless of whether it is granted on, before, or after the date on which this Policy was adopted by the Company or the date that you sign this letter. Additionally, you agree and acknowledge that the Policy supersedes any prior contract, agreement and understanding, written or oral, between you and the Company and that, in the event any contract, agreement or understanding with you is inconsistent with the Policy, the terms of the Policy shall govern.

You also agree and acknowledge that the Incentive-Based Compensation subject to the Policy are voluntary programs, that you have chosen to accept such Incentive-Based Compensation understanding that such Incentive-Based Compensation are subject to forfeiture and recoupment as set forth in the Policy, and that you specifically agree to such forfeiture and recoupment. If you do not wish to accept any future Incentive-Based

Compensation subject to the Policy or to otherwise agree to the terms of the Policy, you must notify the Senior Vice President, HR Executive Compensation, in writing within 10 days after receiving notice of a grant of Incentive-Based Compensation that you are rejecting such grant.

If you have any questions about the Policy, please contact me.

Very truly yours,

[Company representative name]

[Title]

Acknowledged and agreed:

[Covered Executive name]

Date:

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