



May 2017

Dear Plan Participant,

Enclosed in this mailing is an important document related to the CNA Corporation Retirement Plan. The **Summary Plan Description** (SPD) was amended and restated effective January 1, 2017. The SPD booklet explains the benefits available to you, highlights information about the Plan and describes your rights as a plan participant. You should keep this booklet with your important documents.

If you have an account balance with Fidelity and TIAA, you will receive this notice from both of our retirement vendors. The mailing will be sent based on your preferred communication method (via email or US mail) on file with Fidelity and/or TIAA. Please share the SPD with your spouse or the designated beneficiary that you have named under CNA's benefit plans. You should contact Fidelity and/or TIAA directly if you have any questions about the enclosure or if you wish to obtain more information about your benefits or your account.

	Fidelity Investments	TIAA
Plan Number:	51449	103109 and 103110
Phone Number:	800-343-0860	800-842-2252
Call Center Hours:	Consultants are available Monday through Friday from 8 a.m. to midnight (ET).	Consultants are available Monday through Friday from 8 a.m. to 10 p.m. and Saturday from 9 a.m. to 6 p.m. (ET).
Website:	<a href="http://www.netbenefits.com/atwork">www.netbenefits.com/atwork</a>	<a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>

If you have additional questions, you may contact me or one of the following members of the Human Resources team:

- Susan Carter, Sr. Benefits/HRIS Specialist, [carters@cna.org](mailto:carters@cna.org), 703-824-2062
- Tatiana Weinberg, Benefits/HRIS Specialist, [weinbergt@cna.org](mailto:weinbergt@cna.org), 703-824-2054
- Jonathan Markus, Director, Human Resources, [markusj@cna.org](mailto:markusj@cna.org), 703-824-2464

Sincerely,

A handwritten signature in black ink, reading "Jonathan D. Markus". The signature is written in a cursive style with a large, stylized "J" and "M".

Jonathan D. Markus  
Director, Human Resources

# **THE CNA CORPORATION RETIREMENT PLAN**

## **SUMMARY PLAN DESCRIPTION**

Amendment and Restatement  
Effective January 1, 2017

## **ABOUT THIS BOOKLET**

We urge you to read this booklet carefully. It explains the benefits available to you through The CNA Corporation Retirement Plan (the "Plan"). This Summary Plan Description applies only with respect to Plan Years commencing on and after January 1, 2017, and applies only with respect to individuals who are employees of the Employer on or after January 1, 2017. If you retired or otherwise terminated employment prior to January 1, 2017 (i.e., you did not perform an Hour of Service on or after January 1, 2017), you should consult the Summary Plan Description (and Summary of Material Modifications) in effect at your termination of employment.

This Summary Plan Description is meant to summarize the Plan in easy-to-understand language. It does not cover all circumstances and all individual situations. The actual terms of the Plan are stated in The CNA Corporation Retirement Plan, the legal document governing rights and benefits under the Plan. This Summary Plan Description is not a part of the Plan document, nor does it interpret, extend or change any Plan provisions. In the event of any ambiguity or inconsistency between this Summary Plan Description and the Plan document, the Plan document will control. The Plan document is available for examination at the office of the Plan Administrator during regular business hours.

The Plan is only meaningful if you clearly understand its provisions and can take advantage of the benefits it provides. If anything in this Summary Plan Description is not clear to you, please contact the Plan Administrator identified at the end of this Summary.

From time to time, changes may be made to the Plan. Material changes will be announced by a written summary description of such changes, which will supersede or supplement portions of this Summary Plan Description. You should attach these Summaries of Material Modifications to this Summary Plan Description so that you will always have a current summary of the Plan.

When this Summary Plan Description uses the term "Employer", it is referring to The CNA Corporation which sponsors the Plan.

**SUMMARY PLAN DESCRIPTION**

**OF**

**THE CNA CORPORATION RETIREMENT PLAN**

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**SUMMARY PLAN DESCRIPTION  
OF  
THE CNA CORPORATION RETIREMENT PLAN**

**ELIGIBILITY/PLAN PARTICIPATION**

**Eligible Employee**

You must be employed by the Employer to be an Eligible Employee. You will not be considered an Eligible Employee if you are a "leased employee" or a person who is not classified as a common law employee.

**Salary Reduction Contributions**

If you are an Eligible Employee of the Employer, you are eligible to participate in the Salary Reduction portion of the Plan on your date of hire (or as soon as administratively feasible).

**Employer Matching Contributions**

If you are an Eligible Employee of the Employer who is regularly scheduled to work 40 hours or more per pay period, you will become a Plan participant for purposes of the Employer Matching Contribution portion of the Plan commencing with the regularly scheduled payroll date coincident with or next following your date of hire (or as soon as administratively feasible). If you are not regularly scheduled to work 40 hours or more per pay period or you are not expected to work at least 1,000 hours in any 12 consecutive month period commencing with your date of hire, you will become a Plan participant for purposes of the Employer Matching Contribution portion of the Plan commencing with the first payroll period following the day on which you have completed 1,000 hours of service in any 12 consecutive month period commencing on your date of hire.

**YOUR SALARY REDUCTION CONTRIBUTIONS**

**Signing-up for the Plan.** When you enroll in the Plan, you may elect (subject to Plan procedures and limitations) to contribute a portion of your compensation to the Plan. You will need to return your signed Enrollment Form to the Employer.

**Limits on Contributions.** Under IRS rules, the maximum dollar amount that you may contribute to the Plan is \$18,000 for 2017 (plus a \$6,000 "catch-up" amount if you are 50 years old or older). For calendar years after 2017, the annual salary reduction contribution limit will be subject to possible increases for inflation. Please note that the Employer imposes additional restrictions on the maximum amount you may contribute to the Plan. See "EMPLOYER MATCHING CONTRIBUTIONS" below.

These annual salary reduction dollar limits apply to your contributions to this Plan plus salary reduction amounts contributed by you to other 403(b) plans and 401(k) plans. If your salary reduction contributions for a calendar year to this Plan and to all other 403(b) and 401(k)

plans exceed that year's limit, you must notify the Plan Administrator, in writing, no later than the next March 1, of the excess over the limitation that you would like allocated to the Plan. The excess, plus earnings, will be distributed to you by April 15.

Tax-Deferred Nature of Contributions. You are not currently subject to federal income tax, and in most cases state income tax, on amounts you contribute to the Plan on a pre-tax basis. Rather, you are taxed when amounts ultimately are distributed to you (unless you rollover those amounts to a qualified vehicle). For example, if you earn \$25,000 a year and contribute 6% of that amount (\$1500) to the Plan on a pre-tax basis, you'll reduce your current federal taxable income to \$23,500. That means you'll pay lower current federal income taxes. (The same is true for most state income taxes.)

Changes to Elections. Subject to the administrative rules adopted by the Plan Administrator, you may make salary reduction elections at any time during the year. Again subject to administrative rules, you also may terminate your salary reduction election with respect to future compensation at any time and you may change your election at any time by filing your new election with the Employer. Changes in elections will be effective as of the first payroll period beginning after your changes can be processed.

Depositing Amounts to Your Plan Account. As soon as practicable after each payroll period, the Employer will deposit your salary reduction contribution for that payroll period into the 403(b) investments you have elected.

No Effect on Social Security Benefits. Salary reduction contributions to this Plan do not affect your Social Security benefits. You and your Employer pay Social Security taxes on your full pay (up to the Social Security wage base), including your salary reduction contributions to this Plan.

Roth Elective Deferrals. You may also make Roth elective deferrals under the Plan. Roth elective deferrals are special elective deferrals that you can designate to be made from your compensation on an after-tax basis. If you elect to make a Roth elective deferral contribution, the contribution is subject to federal income taxes in the year of contribution, but the contribution and, in most cases, the earnings on the contribution are not subject to federal income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a qualified distribution from your Roth contribution account. You can make Roth elective deferrals by designating that some or all of your salary reduction contributions be contributed to the Plan on an after-tax basis as Roth elective deferrals. Your Roth elective deferrals, combined with any pre-tax salary reduction contributions you make, are subject to the same annual IRS limit (\$18,000 for 2017, unless you are eligible to make catch-up contributions). Except as otherwise specified under the Plan, your Roth elective deferrals shall be treated as salary reduction contributions under the Plan, although the Roth elective deferrals will be separately accounted for by the Plan Administrator. If you have any questions as to whether the Roth elective deferral counts as a salary reduction contribution for any purpose under the Plan, please contact the Plan Administrator for more details.

## EMPLOYER MATCHING CONTRIBUTIONS

Once you have met the eligibility criteria described above (under "Eligibility/Plan Participation") and have become a Plan participant for purposes of the Employer Matching Contribution, if you make salary reduction contributions under the Plan during a pay period, you may also receive the Employer Matching Contribution for that pay period.

The Employer Matching Contribution is equal to an amount determined in accordance with the chart below:

<b>Year(s) of Service</b>	<b>Salary Reduction Contribution (Percentage of Compensation)</b>	<b>Employer Matching Contribution (Percentage of Compensation)</b>	<b>Total of Employee and Employer Contributions (Percentage of Compensation)</b>
0 through 9	1	1.8	2.8
	2	3.6	5.6
	3	5.4	8.4
	4	7.2	11.2
	5*	9.0	14.0
10 through 19	1	2.5	3.5
	2	5.0	7.0
	3	7.5	10.5
	4*	10.0	14.0
20 or more	1	3.7	4.7
	2	7.3	9.3
	3*	11.0	14.0
*This number indicates the maximum salary reduction contribution percentage permitted under the Plan.			

For purposes of the above, a "Year of Service" is each period beginning with your date of hire during which you are credited with 2,080 Hours of Service. Please note that if you experience a separation from service and are rehired within 3 years, you will be credited with Year(s) of Service that include all periods of employment during which you are credited with 2,080 Hours of Service, regardless of whether such periods of employment occur prior to or after your date of rehire. If you experience a separation from service and are rehired after 3 years, your Year(s) of Service will not include any Years of Service related to your prior employment and will only include Years of Service accrued after your date of rehire.

In addition, no Employer Matching Contribution shall be made for any "Catch Up" contributions, and no Employer Matching Contributions are made if they would violate any of the limitations of the Internal Revenue Code.

To be eligible for the Employer Matching Contribution credited for any particular Plan Year, you must be an eligible employee (and satisfy the eligibility requirements if you are not regularly scheduled to work at least 1,000 hours on your date of hire).

#### Example

Participant A's monthly pay period Compensation is \$2,000. For the Plan Year, Participant A contributes 5% of Participant A's per pay period Compensation to the Plan through salary reductions (for a total salary reduction contribution of \$1200 for the Plan Year). This amount equals 5% of Participant A's per pay period Compensation for the Plan Year. Participant A has 5 Years of Service.

The total Employer Matching Contribution that A receives for the Plan Year is \$2,160 to Participant A's Matching Contribution Account for the Plan Year (that is, 9% of Participant A's Compensation).

#### COMPENSATION

For purposes of determining the limit on salary reduction contributions and Employer Matching Contributions, "compensation" means your gross wages for services rendered to the Employer as set forth on your W-2, but excluding bonus, overtime pay, field allowances, accrued but unused vacation and sick leave payments payable at severance from employment and any deferred compensation payments made after severance from employment, and including your salary reduction contributions (and catch-up contributions) to the Plan and any pre-tax contributions to certain other Employer-sponsored benefit programs. In addition, the amount of annual compensation that can be taken into account in determining contributions cannot exceed a certain dollar limit (\$270,000 in 2017, subject to indexing in future years).

#### LIMITATIONS ON CONTRIBUTIONS

The Internal Revenue Code contains various limitations on the amount of contributions that may be made to the Plan by any one participant. Of course, no contributions may be made to the Plan if they exceed any of these limitations.

#### INVESTMENTS

The contributions you and your Employer make to the Plan are deposited in your Plan account and invested, at your direction, in one or more of the investment vehicles available under the Plan. The Plan Administrator is required to follow any properly submitted investment elections. You may make a written request to obtain written confirmations of your investment elections.

You are entitled to direct the manner in which your Plan account is invested by selecting, in accordance with guidelines established by the Plan Administrator, among investment alternatives designated by the Plan Administrator.

Important Note: The Plan's participant direction of investment feature is intended to satisfy the requirements of section 404(c) of the Employee Retirement Income Security



Act of 1974. The effect of this status is twofold. First, you will not be deemed a "fiduciary" by virtue of your exercise of investment discretion. Second, no person who otherwise is a fiduciary (for example, the Employer or the Plan Administrator) is liable under the fiduciary responsibility provisions of the Employee Retirement Income Security Act of 1974 for any loss which results from your exercise of control over the assets in your Plan account.

The Plan Administrator (or its designee) will, from time to time, designate in writing to each participant (and each former participant or death benefit beneficiary with a vested Plan account) the investment alternatives available under the Plan. There will be at least three investment alternatives having materially different risk and return characteristics. You will be permitted to elect to have your Plan account, or a portion thereof, invested in one or more of these investment alternatives. Your elections, and changes in your elections, will be permitted daily, and any new election will become effective as soon as practicable after it is received by the Plan Administrator (or its designee).

The Plan Administrator (or its designee) will send to participants (and to former participants or death benefit beneficiaries with a vested Plan account) from time to time information relating to the Plan's investment features and the investment alternatives available under the Plan, including short summaries of each designated invested option, with a general description of investment objective and risk and return characteristics of each option. You will also receive information relating to the type and diversification of assets comprising the portfolios of each designated option. In addition, you will receive descriptions of transaction fees and expenses, if any, which affect your account balance in connection with the purchase and sale of investment alternatives available under the Plan. Also, the following information, based on the latest information available to the Plan, will be available to you upon written request to the Plan Administrator:

1. Copies of prospectuses (or, alternatively, any short-form or summary prospectus in a form approved by the SEC) for the disclosure of information to investors by entities registered under either the Securities Act of 1933 or the Investment Company Act of 1940 (or similar documents for securities not subject to the Securities Act of 1933 or the Investment Company Act of 1940);
2. Copies of any financial statements or reports, such as statements of additional information and shareholder reports, and of any other similar materials relating to the plan's investment options, to the extent those materials are provided to the Plan;
3. A statement of the value of a share or unit of each investment option as well as the date of the valuation; and
4. A list of the assets comprising the portfolio of each investment option which constitute "plan assets" and the value of each such asset (or the proportion of the investment which it comprises).

If you do not direct the investment of any portion of your Plan account, that portion of your Plan account will be invested in one or more "default investments." Of course, if this

occurs, you thereafter may elect to direct the investment of your account out of the default investments and into other Plan investment options. The Plan Administrator will provide you with a notice describing the Plan's default investments and related rules.

If you have any questions concerning the designated investment options under the Plan, or how you direct the investment of your Plan account, contact the Plan Administrator.

### ADMINISTRATIVE CHARGES

The Plan Sponsor may pay some Plan administration expenses with its own assets rather than using Plan assets. If the Plan Sponsor does not pay a Plan expense with its own assets, the Plan generally will pay that expense by assessing the expense against participants' accounts. The Plan also may assess to an individual participant's account certain expenses incurred by, or attributable to, an individual participant.

The Plan Sponsor will provide to you on a yearly basis:

1. an explanation of any fees and expenses for general plan administrative services (e.g., legal, accounting, recordkeeping) which may be charged against your account and the method by which the charge will be allocated to (e.g., pro rata, per capita), or affect the balance of, your account, and

2. an explanation of any fees and expenses that may be charged against your account on an individual basis (e.g., fees related to plan loans, QDROs, hardship distributions, investment advice, brokerage windows, redemption fees, transfer fees and similar expenses).

You will also receive, on a quarterly basis, a report of the actual fees and expenses that are charged to your account.

The Plan Sponsor, from time to time, may change the manner in which the Plan allocates expenses. The Plan Sponsor also may, from time to time, change the type of expenses the Plan will assess against an individual participant's account. You will be notified of any changes at least 30 days prior to the effective date of the change (unless there is an unforeseeable circumstance beyond the control of the Plan Administrator).

### VESTING OF ACCOUNTS

You are always 100% vested in your Plan account. This means that you do not have to satisfy any conditions in order to protect your right to amounts in your account.

### PAYMENT OF BENEFITS

Amount of Payment. The amount which you will receive from the Plan when you become entitled to a distribution is the value of your vested Plan Account. The value of your Plan Account is determined by the Plan Administrator.

Timing of Payment. You are entitled to a distribution of your Plan Account following your termination of employment. No distribution of benefits will be made until you reach age 65

unless you consent, in writing, to the distribution at an earlier date. You may elect to delay the receipt of your Plan account, subject to IRS requirements. Under federal law, benefits must begin to be distributed to you no later than the April 1 following the later of: the calendar year you terminate employment or the calendar year you attain age 70 ½ (except for certain 5% owners who must begin to receive a distribution by the April 1 following the calendar year they attain age 70 ½ even if they are still employed).

Your beneficiary is entitled to a distribution of your Plan benefits (if not yet distributed to you) following your death.

If you become Totally and Permanently Disabled (as determined under the Employer's long-term disability policy then in effect) prior to your termination of employment, you may elect to receive payment of your Plan Account at such time and in such form and manner as may be available under the applicable annuity contract or custodial account in which your Plan Account is invested. If you become disabled while performing qualifying military service, you may be entitled to certain benefits under the Plan. Please consult the Plan Administrator for additional information.

In addition, employees who are called to active military duty for a period of more than 30 days may be eligible for a distribution of his or her salary reduction contributions held in annuity contracts, as well as amounts held in custodial accounts from the Plan. Please note, however, that an employee who takes a distribution under this special rule will not be able to make salary reduction contributions to the Plan for the six months following the withdrawal. Note also that such a distribution would generally be includible in gross income (and, as a result, is taxable) in the year received. In addition, the distribution may be subject to a 10% early distribution tax, depending on the employee's age. Effective for distributions after September 11, 2001, the Plan permits eligible military reservists called up for more than 179 days of active duty on or after September 12, 2001 to make penalty-free, taxable withdrawals from their elective deferral accounts under the Plan while on active duty, without restrictions, which then can be re-contributed to an IRA (but not to a 401(k) or 403(b) plan, including the Plan), so long as the re-contribution is made within two years after the end of the active duty. Please contact the Plan Administrator for additional details and restrictions on your ability to make a withdrawal due to military service.

Form of Payment. A cash lump sum is the standard form of benefit for all distributions under the Plan, except in the case of married participants (as described in more detail below). Subject to the terms of the annuity contract or custodial account and the rules for joint and survivor spouse annuities, however, you may elect to receive benefits from the Plan in a cash lump sum, in annuity form or in an annuity with a guaranteed certain period, as provided in the Plan document and the tax sheltered annuity contract and/or custodial account maintained for you (see "OPTIONAL FORMS OF BENEFIT").

All applicable taxes are withheld from Plan distributions, unless you elect a direct rollover into an IRA or to a tax-qualified retirement plan of another employer.

## OPTIONAL FORMS OF BENEFIT

If you elect not to receive a cash lump sum, the Plan's standard form of benefit (except in the case of married participants), you may elect to receive your benefit under the Plan in one of the following optional forms: (i) monthly, quarterly or annual installments, (ii) a life annuity; (iii) a joint and 50%, 75% or 100% survivor annuity; (iv) a life annuity with a period certain (in each case, subject to any restrictions in the applicable tax sheltered annuity contract or custodial account); or (v) any other form of distribution that may be permitted under your tax sheltered annuity contract or custodial account.

You will receive additional information about each of these forms of benefit when you become eligible for a distribution; however certain of these forms of benefit are described in more detail below.

### QUALIFIED JOINT AND 50% SURVIVOR SPOUSE ANNUITY

Notwithstanding anything in the Plan document or this Summary Plan Description to the contrary, the standard form of benefit if you are married is a qualified joint and 50% survivor spouse annuity. A qualified joint and 50% survivor spouse annuity is a monthly payment (which is less than the monthly payment you would receive under a life annuity) payable to you during your lifetime and, upon your death, continuing to your surviving spouse for his or her lifetime in a monthly amount equal to 50% of the monthly benefit you were receiving. Unless the value of your Plan Account is \$5,000 or less, you automatically will receive your benefits in this form unless you properly elect, with your spouse's consent, to receive a different form of benefit no more than 180 days and no less than 30 days prior to the commencement of benefits. This election must be made on a form provided by the Plan Administrator. If the present value of the qualified joint and 50% survivor spouse annuity is \$5,000 or less, your benefit will be paid in a lump sum payment. This lump sum payment will fully discharge the Plan's obligation to you and to your spouse.

### QUALIFIED JOINT AND 75% SURVIVOR SPOUSE ANNUITY

In lieu of the qualified joint and 50% survivor spouse annuity described above, you may elect to receive your benefits in the form of a joint and 75% survivor spouse annuity. A joint and 75% survivor spouse annuity is a monthly payment (which is less than the monthly payment you would receive under the joint and 50% survivor annuity) payable to you during your lifetime and, upon your death, continuing to your surviving spouse for his or her lifetime in a monthly amount equal to 75% of the monthly benefit you were receiving. You must make an election to receive the joint and 75% survivor spouse annuity on a form provided by the Plan Administrator no more than 180 days and no less than 30 days prior to the commencement of benefits. Your spouse is not required to consent to your election to receive payment in the form of the joint and 75% survivor spouse annuity.

### LIFE ANNUITY

A life annuity is a monthly payment payable to you during your lifetime with no additional payments after your death. You automatically will receive your benefits in this form unless you properly elect (no more than 180 days and no less than 30 days prior to the

commencement of benefits) to receive a different form of benefit payment. This election must be made on a form provided by the Plan Administrator.

#### QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY

If you die before benefits begin under the Plan and you are married on the date of your death, one-half of your benefit will be paid to your designated beneficiary. Except as provided in the next paragraph, the remaining one-half automatically will be used to purchase an annuity providing periodic payments for the life of your surviving spouse (or a lump sum, at your spouse's election, if your benefit equals \$5,000 or more) unless you have designated, with your spouse's consent, a different beneficiary or a different form of payment for that remaining one-half. Your spouse must consent to an alternative beneficiary or form of benefit on a form provided by the Plan Administrator. If you are married and have not reached age 35, generally, you may not waive your spouse's annuity death benefit, even if your spouse consents. If, however, you have separated from service, you may, with the consent of your spouse, waive your spouse's annuity benefit even if you have not reached age 35.

If 50% of your benefit amounts to \$5,000 or less, your spouse's benefit automatically will be paid in a lump sum payment on your death. This lump sum payment will fully discharge the Plan's obligation to provide the automatic survivor annuity to your spouse.

If you die before benefits begin under the Plan and you are not married on the date of your death (and there is no qualified domestic relations order in place) your death benefit will be paid to your designated beneficiary.

#### NAMING A BENEFICIARY

You may name anyone as your death benefit beneficiary. However, regardless of your beneficiary designation, your account balance will be paid to your spouse (if any) at the time of your death unless your spouse has consented to another beneficiary on a form provided by the Plan Administrator and your spouse's signature on that form is notarized.

Because spousal consent is required in order to have death benefits paid to another beneficiary, you should review your beneficiary designation from time to time and update it, especially if your marital status changes. To change your beneficiary, you must request a beneficiary designation form from your Employer, complete it as indicated, and return it to the address indicated on the form. The Plan will honor only those death benefit beneficiary designations that have been submitted to the Plan Administrator prior to the date of the Participant's death in accordance with the terms of the plan.

If you do not name a beneficiary, or if your designated beneficiary is not alive when you die, the terms of the Plan specify how your account will be paid.

If you die while performing qualifying military service, your beneficiary may be entitled to certain benefits under the Plan. Please contact the Plan Administrator for additional details.

## ROLLOVERS AND TRANSFERS

To the extent permitted by the Plan and applicable law, you may make rollover or direct transfer contributions to the Plan. In addition, subject to uniform rules established by the Plan Administrator and subject to applicable law, when you are entitled to a distribution from the Plan you may transfer some or all of your distribution to another 403(b) tax sheltered annuity plan, a tax qualified plan, a governmental 457(b) plan, an individual retirement account or to certain annuity contracts (if that plan will accept the rollover). Please note that hardship distributions may not be rolled over. You should contact the Plan Administrator to obtain more information and its approval before taking steps to have a transfer or rollover made to or from the Plan.

Direct Rollovers Permitted to Non-Spouse Beneficiaries. The Plan will permit non-spouse designated death benefit beneficiaries receiving eligible rollover distributions from the Plan to make direct rollovers to IRAs. The IRA accepting the direct rollover must be set up solely to receive the death benefit, will be subject to the minimum required distribution rules applicable to beneficiaries, and cannot accept additional contributions or permit rollovers of distributions from the IRA.

If you receive a distribution from the Plan, you may be eligible to elect a direct rollover to a Roth IRA. Please contact your tax advisor for information regarding whether you qualify for a direct rollover from the Plan to a Roth IRA.

## IN-SERVICE DISTRIBUTIONS

### Hardship Withdrawals

As noted above, you may withdraw amounts from your Plan account if you separate from service, retire, die or become disabled. In addition, you may withdraw amounts from your salary reduction contribution account or your catch-up contributions account while you are employed by the Employer if you incur a financial hardship. You may not, however, withdraw any earnings that are attributable to salary reduction contributions (including catch-up contributions) on account of financial hardship. Furthermore, hardship distributions may not be rolled over to another qualified plan, IRA or annuity contract.

A distribution will be on account of a financial hardship if the distribution is made on account of:

- (1) Deductible medical expenses previously incurred or necessary to obtain medical care for you, your spouse, your dependent or your beneficiary;
- (2) Costs directly related to the purchase of your principal residence;
- (3) The payment of tuition and related educational fees for you, your spouse, your dependent or your beneficiary for the twelve months of post-secondary education following the withdrawal;
- (4) Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;

(5) Payments for burial or funeral expenses for your deceased parent, spouse, children, dependent or your beneficiary;

(6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Internal Revenue Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income);

(7) Any federal, state, or local income taxes or penalties that may result on account of the hardship distribution.

A hardship withdrawal cannot exceed the amount necessary to meet the financial hardship. You must first take all available withdrawals and Plan loans before receiving a hardship withdrawal. If you have an outstanding loan you may not take a hardship withdrawal of the portion of your vested Account which serves as collateral for the loan. Finally, if you take a hardship withdrawal, you will not be able to make salary reduction contributions for the 6 months following the withdrawal.

The hardship distribution must be included in gross income (and thus is taxable) in the year you receive it. In addition, if you are not age 59 ½ you can be subject to the 10% penalty tax for early withdrawal.

#### In Service Withdrawal After Attainment of Age 59 ½

Subject to the terms of the custodial account or annuity contract, you may withdraw amounts from your custodial account or tax-sheltered annuity contract while you are still employed if you have attained age 59 ½.

#### PLAN LOANS

You may, with spousal consent if you are married, borrow money from the salary reduction contributions you make to your tax-sheltered annuity contract(s) or custodial account(s) in the manner specified by, and subject to the approval of, the Plan Administrator. The Plan Administrator will base the decision to grant or deny a loan application on the same factors used by commercial lenders. Internal Revenue Code Regulations limit the maximum amount that you may borrow from the Plan. You generally may not borrow in excess of 50% of your vested balance or \$50,000, whichever is less. You may have no more than one loan outstanding from the Plan at any one time. The minimum loan amount is \$1,000. You will not receive any distributions (other than in-service distributions of that portion of your Plan interest that is not used as collateral for the loan) from the Plan unless all loans, including interest, have been repaid or otherwise discharged.

Loans shall be considered a specific investment of your Salary Reduction Account. This Account is the sole source of your loan. (You are not eligible to take a loan from your Employer Matching Contribution Account or any earnings thereon.) The loan amount shall be withdrawn proportionately from each of the investment funds, if your Account is invested in more than one fund.

As the loan is repaid, the principal and interest payments will be credited to your Salary Reduction Account.

You will be required to sign a promissory note, which will state the terms of your loan. The interest rate you pay will be determined by the Plan Administrator and must be reasonable and commensurate with market rates, based on those currently available from area financial institutions. Repayment of the loan will be secured by your custodial account/annuity contract interest and by any additional security the Plan Administrator deems appropriate.

The time you have to repay your loan will depend on the purpose of your loan. All loans must be repaid within 5 years except if the purpose of your loan is to purchase your primary residence which you will then be living in.

If you default on the loan, the Plan Administrator may foreclose on the note and on the security for the loan. In addition, a default will result in your being currently taxed on the loan amount.

### MILITARY LEAVE

If you take a leave of absence because of military service and return to employment with the Employer immediately after the period of military service you will participate in the Plan as if you had been working for the Employer during the military leave of absence. This means, under certain conditions, you will be able to make up the salary reduction contributions which you would otherwise have made during the military leave of absence and receive the Employer Matching Contributions for the period of military service as if you had been working for the Employer, and had made the salary reduction contributions during the military leave of absence.

### AMENDMENT OR TERMINATION OF PLAN

The Employer expects to continue the Plan indefinitely. However, the Employer evaluates the Plan periodically, and reserves the right at any time to modify or amend, retroactively if deemed necessary, any or all of the provisions of the Plan. In addition, the Employer reserves the right to discontinue or terminate the Plan at any time. In the event of the dissolution, merger, consolidation or reorganization of the Employer, the Plan will terminate unless it is continued by a successor to the Employer. Any amendment, discontinuance or termination of the Plan will be effective at a date determined by the Employer. No Plan amendment may reduce or eliminate any legally protected benefits, rights or features.

In no event may any benefits which have already vested be taken away from you because of any changes in the Plan. In the event of the termination of the Plan, you remain 100% vested in your Plan interest. If the Plan is terminated, your benefits will be paid to you in accordance with the terms of the Plan.

### APPLYING FOR BENEFITS

To receive Plan benefits, you must complete certain forms provided by the Plan Administrator and you must follow the procedures established by the Plan Administrator, as described in this section and, if necessary, in the "REVIEW OF DENIAL" section. The



following summary of those procedures is intended to reflect the Department of Labor's claims procedures Regulations and should be interpreted accordingly. In the event of any conflict between the summary and those Regulations, those Regulations will control. In addition, any changes in those Regulations shall be deemed to amend this summary automatically effective as of the date of those changes.

For purposes of the time periods described in this section and in the "REVIEW OF DENIAL" section, the period of time during which a benefit determination is required to be made begins when you file your claim (or your request for review of a claim denial) in accordance with the Plan procedures without regard to whether all the information necessary to make a decision accompanies the claim. If a period of time is extended because you have not submitted all information necessary, the period for making the determination is "frozen" from the date the notification is sent to you until you respond.

Initial claims for Plan benefits are made to the Plan Administrator. The Plan Administrator will review the claim itself or appoint an individual or an entity to review the claim, following the procedures described below.

#### Initial Claim

A Participant or a Participant's beneficiary (hereinafter referred to as a "Claimant") who believes he or she is entitled to any Benefit under this Plan may file a claim with the Administrator. The Administrator shall review the claim itself or appoint an individual or an entity to review the claim.

The Claimant shall be notified within ninety (90) days after the claim is filed whether the claim is allowed or denied, unless the Claimant receives written notice from the Administrator or appointee of the Administrator prior to the end of the ninety (90) day period stating that special circumstances require an extension of the time for decision, such extension not to extend beyond the day which is one hundred eighty (180) days after the day the claim is filed.

If the Plan Administrator denies a claim, it must provide to the Claimant, in writing or by electronic communication:

- (i) The specific reasons for the denial;
- (ii) A reference to the Plan provision upon which the denial is based;
- (iii) A description of any additional information or material that the Claimant must provide in order to perfect the claim;
- (iv) An explanation of why such additional material or information is necessary;
- (v) Notice that the Claimant has a right to request a review of the claim denial and information on the steps to be taken if the Claimant wishes to request a review of the claim denial; and

- (vi) A statement of the Claimant's right to bring a civil action under ERISA §502(a) following a denial on review of the initial denial.

### REVIEW OF DENIAL

A request for review of a denied claim must be made in writing to the Plan Administrator within sixty (60) days after receiving notice of denial. The decision upon review will be made within sixty (60) days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered not later than one hundred twenty (120) days after receipt of a request for review. A notice of such an extension must be provided to the Claimant within the initial sixty (60) day period and must explain the special circumstances and provide an expected date of decision.

The reviewer shall afford the Claimant an opportunity to review and receive, without charge, all relevant documents, information and records and to submit issues and comments in writing to the Plan Administrator. The reviewer shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim regardless of whether the information was submitted or considered in the initial benefit determination.

Upon completion of its review of an adverse initial claim determination, the Plan Administrator will give the Claimant, in writing or by electronic notification, a notice containing:

- (i) its decision;
- (ii) the specific reasons for the decision;
- (iii) the relevant Plan provisions on which its decision is based;
- (iv) a statement that the Claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information in the Plan's files which is relevant to the Claimant's claim for benefits;
- (v) a statement describing the Claimant's right to bring an action for judicial review under ERISA §502(a); and
- (vi) if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on review, a statement that a copy of the rule, guideline, protocol or other similar criterion will be provided without charge to the Claimant upon request.

### Failure to Follow Procedures

You are required to comply with the procedures described above in order to commence any legal action with respect to any claim for benefits under this Plan. If the Plan fails to follow the claims procedures required by this Section, a Claimant shall be deemed to have exhausted the administrative remedies available under the Plan and shall be entitled to pursue any available

remedy under ERISA section 502(a) on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

### YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

#### Receive Information About Your Plan and Benefits.

1. You can examine, free of charge, at the Plan Administrator's office and at other locations, such as worksites, all of the Plan documents and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. You can obtain copies of all Plan documents (including copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description) by writing to the Plan Administrator. You may have to pay a reasonable charge to cover the cost of photocopying.
3. You can obtain a statement telling you whether you have a right to receive a benefit at normal retirement age. If you have such a right, the statement will tell you what your benefits would be at retirement age if you stop working now. If you do not now have a right to a benefit, the statement will tell you how many more years you have to work in order to have a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

#### Prudent Actions by Plan Fiduciaries.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who operate the Plan. These people are called fiduciaries and have a duty to act prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under a Plan or exercising your rights under ERISA.

#### Enforce Your Rights.

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the preceding rights. For instance, if you make a written request for materials from the Plan and do not receive them within 30 days,

you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### Assistance with Your Questions.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### PLAN ADMINISTRATION

The CNA Corporation has the overall responsibility for administering the Plan. This includes the authority to appoint a Plan Administrator. The Plan Administrator administers the Plan for the benefit of participants. The Plan Administrator settles questions regarding eligibility, benefits and other matters involving the Plan. The Plan Administrator's determination is final and binding on all parties.

#### CREDITORS AND YOUR ACCOUNT

Although in general your Plan interest is not subject to the claims of your creditors, there are exceptions such as federal tax claims and qualified domestic relations orders (which provide for the payment of alimony and/or child support).

As required by law, the Plan has a procedure for determining whether a domestic relations order is a qualified domestic relations order (QDRO). Only QDROs may be honored by the Plan.

## Procedures For Treatment of Domestic Relations Orders

Upon receipt of a domestic relations order, issued by a court of competent jurisdiction, directing the payment of benefits under this Plan to the spouse, former spouse, child or other dependent (the "Alternate Payee") of a Plan Participant, the Plan Administrator will promptly notify the Plan Participant and the Alternate Payee of the receipt of the order and the Plan's procedure for determining whether this order is a "Qualified Domestic Relations Order" (QDRO), as such term is defined in Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code. Within a reasonable period of time after receipt of the order, the Plan Administrator shall determine, with the advice of legal counsel, if necessary, whether the order constitutes a QDRO. The Plan Administrator shall notify the Plan Participant and the Alternate Payee of its decision. Any Alternate Payee designated in the domestic relations order shall be entitled to appoint a representative to receive copies of any notice which would otherwise be sent to the Alternate Payee under this procedure.

## PLAN GUARANTEES

Because this Plan is a type of retirement plan called a "defined contribution plan", Plan benefits are not insured by the Pension Benefit Guaranty Corporation under the Plan insurance provisions of the Employee Retirement Income Security Act of 1974.

## ADDITIONAL INFORMATION

### ADMINISTRATION

The official Plan name is The CNA Corporation Retirement Plan.

The Plan Sponsor is: The CNA Corporation.

The Plan Administrator is The CNA Corporation.

Plan Administrator correspondence should be mailed to:

The CNA Corporation  
Plan Administrator for The CNA Corporation Retirement Plan  
4825 Mark Center Drive  
Alexandria, Virginia 22311-1850

The Plan Administrator's telephone number is: (703) 824-2000

## PLAN SPONSOR IDENTIFICATION NUMBER, PLAN NUMBER AND TYPE OF PLAN:

Employer Identification Number: 54-1558882

Plan Number: 001

Type of Plan: Defined Contribution Code Section 403(b) Plan

## AGENT FOR SERVICE OF LEGAL PROCESS

The Plan Administrator.

## PLAN YEAR

The calendar year of the Plan for purposes of administration and recordkeeping is the period beginning each January 1 and ending each December 31 during which this Plan is in effect.

## FUNDING MEDIUM

Plan benefits are provided through tax-sheltered annuity contracts and/or custodial accounts.

## ASSIGNMENT OF BENEFITS

Except as may be required pursuant to a "qualified domestic relations order" (as discussed above), neither you nor your beneficiaries can transfer, assign or pledge any Plan benefits.

## NO EMPLOYMENT CONTRACT

Nothing contained in the Plan shall be construed as a contract of employment between the Employer and the employee, nor shall anything contained in the Plan give any employee any rights of continued employment with the Employer or limit the right of the Employer to discharge any employee with or without cause.

## STATUTE OF LIMITATIONS

Please note that no legal action may be commenced or maintained to recover benefits under the Plan more than twelve (12) months after the final review/appeal decision by the Plan Administrator has been rendered (or deemed rendered).

## VENDORS

A list of the Plan's Vendors who may receive contributions under the Plan is attached to this Summary Plan Description.