


UNITED STATES BANKRUPTCY FOR THE EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION		PROOF OF CLAIM
Name of Debtor RPI, Inc ⁽¹⁾		Case Number 04-74392
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) CNA Companies ⁽²⁾		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent Jonathan W Young Wildman, Harrold, Allen & Dixon LLP 225 West Wacker Drive, Suite 2600 Chicago, IL 60606		
Telephone number (312) 201-2000		
Account or other number by which creditor identifies debtor		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury / wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>(3)</u>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2 Date debt was incurred (4)		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>Unliquidated</u> (5) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>(6)</u> Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, in any \$ _____		6 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>(7)</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(1-9). <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY FILED JAN 17 2005 BMC Oxford Automotive, Inc.  00462
Date January 14, 2005	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) Jeffrey L Gansberg attorney-CNA Companies	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571		

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Proof of Claim

1

This claim is filed in the Chapter 11 proceedings of RPI, Inc (“RPI”) and its affiliate debtors (Oxford Automotive together with its affiliates, the “Debtors”) This claim should be deemed filed in the Chapter 11 proceedings of each of the Debtors to the extent that (i) such Debtors are liable for any portion of this claim under the terms of the Agreements (as hereinafter defined) or applicable law and/or (ii) any portion of this claim is allocable to the estates of any of the affiliate Debtors

2

This claim is filed by Transportation Insurance Company, Continental Casualty Company, American Casualty Company of Reading, PA, CNA ClaimPlus, Inc (both individually, and as successor-in-interest to Transcontinental Technical Services, Inc and RSKCo Services, Inc) and their American insurance affiliates (individually or collectively, the “CNA Companies” or “CNA”)

3

This claim arises under various programs of insurance maintained by CNA for the Debtors (the “Insurance Program”) Under the terms of the Insurance Program, CNA issued various policies of insurance for the benefit of the Debtors and their additional insureds, which may have included workers compensation, employers liability, stop gap liability, automobile liability and related coverages (the “Policies”) The periods of coverage provided under the Policies varied for each of the Policies

In connection with the Policies, CNA and the Debtors executed and/or delivered various agreements, including but not limited to confirmation letters, Finance Agreements, Deductible Reimbursement Agreements, Claim Service Agreements, and other addenda and undertakings between the parties (collectively, the “Agreements”) Certain of the Agreements are executed by the parties, certain of the Agreements are not However, CNA submits that the terms of the Agreements (both signed and unsigned), together with the performance and course of dealing of the parties thereunder, are sufficient to establish the rights and obligations of the parties thereto

Pursuant to the Policies and Agreements, and subject to the terms and conditions set forth therein, CNA agreed to provide insurance and related services Also pursuant to the Policies and Agreements, the Debtors agreed, *inter alia*, to pay specified premium, loss and/or deductible reimbursement, deposits and other charges Certain of the Policies may be auditable That is to say, premium may be revised, up or down, to reflect changes to underwriting factors like number of employees, payroll and number of automobiles Certain of the Policies may be loss sensitive That is to say, additional debits or credits may become owing, based upon ongoing claims experience under the Policies

Copies of all Policies and Agreements are too voluminous to attach, but will be produced upon reasonable request As representative samples, CNA has attached to this proof of claim (i)

Confirmation Letter from CNA Risk Management to Oxford Automotive Group, Inc (Exhibit A), (ii) a Finance Agreement by and between Oxford Automotive and American Casualty Company of Reading, PA effective as of August 1, 2002 (Exhibit B), and (iii) a Claims Services Agreement by and between RSKCo Services, Inc and Oxford Automotive effective as of August 1, 2002. Further, because the exhibits to this Proof of Claim are voluminous, CNA will file the exhibits only in the Oxford Automotive case and they shall be deemed incorporated by reference into the Proof of Claim filed in each of the affiliate debtor cases.

CNA asserts this claim for all amounts now or hereafter owing under the Insurance Program, Policies and/or Agreements.

4

The debt underlying this claim was incurred as and when the relevant obligations accrued under the Insurance Program.

5

As stated above, the amounts owing under the Insurance Program, Policies and Agreements are subject to further revision, based upon further audits, continued claims experience, and future reconciliations to be performed thereunder. Accordingly, CNA is filing this claim as unliquidated.

CNA reserves the right to amend this claim at any time hereafter, either to state a liquidated balance (based upon actuarial projections of future loss development under the Insurance Program), or to revise such balance up or down, so as to reflect the most current audited premium, claims experience and other data impacting the amount of the claim. CNA further reserves the right at any time to seek a judicial estimation of this claim pursuant to 11 U.S.C. § 502(c).

6

Pursuant to the Insurance Program, the Debtors provided CNA with security, including a letter of credit, to secure their premium and reimbursement obligations thereunder.

This claim is secured by any credits, and by any future credits that may arise under the Insurance Program, with such credits serving as CNA's collateral and by any other collateral, including letters of credit that may have been issued for the benefit of CNA. CNA reserves all rights of setoff and/or recoupment to the fullest extent possible.

7

To the extent any portion of this claim arises subsequent to the commencement of these Chapter 11 proceedings, such portion is entitled to administrative expense priority pursuant to 11 U.S.C. § 507(a)(1). Such priority is hereby reserved and asserted.

To the extent any portion of this claim (notably any workers compensation premiums and loss reimbursement) is entitled to fourth level priority as a contribution to an employee benefit plan (pursuant to 11 U.S.C. § 507(a)(4)), such priority is hereby reserved and asserted. In this regard, CNA notes a split among the circuit and lower courts addressing the issue.

To the extent this claim is neither secured nor entitled to priority status, CNA reserves and asserts a general unsecured claim in that amount.

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January 14, 2005

VIA FEDERAL EXPRESS

Attn Oxford Automotive Claims
c/o The BMC Group
1330 E Franklin Avenue
El Segundo, CA 90245

Re *In re Oxford Automotive, Inc*
Case No 04-74733-SWR (Jointly Administered), Chapter 11

To Whom It May Concern

Enclosed are an original and two copies of Proofs of Claim to be filed on behalf of CNA Companies in each of the jointly administered cases in the above-referenced bankruptcy. Please file the original Proofs of Claim and return a file-stamped copy of the same to me. A self-addressed, prepaid envelope is also enclosed for your convenience. Thank you for your assistance with this matter.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON LLP



Jeffrey L. Gansberg

JLG/mjd

Enclosures

c Jonathan W Young, Esq (w/enc)

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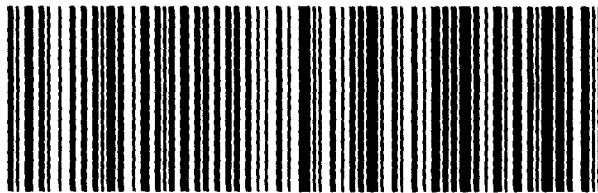
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