
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

CINCINNATI FINANCIAL CORPORATION
(Exact name of registrant as specified in its charter)

OHIO 31-0746871
(State of Incorporation) (I.R.S. Employer Identification No.)

Cincinnati Financial Center
6200 S. Gilmore Road
Fairfield, Ohio 45014
(Address of Principal Executive Offices)

P. O. Box 145496
Cincinnati, Ohio 45250-5496
(Mailing Address)

CINCINNATI FINANCIAL CORPORATION

AMENDED
STOCK OPTION PLAN NO. VII
(Full Title of the Plan)

KENNETH W. STECHER
Senior Vice President
6200 S. Gilmore Road
Fairfield, Ohio 45014
(Name and address of agent for service)

Agent's telephone number, including area code: (513) 870-2000

CALCULATION OF REGISTRATION FEE

| Title of Securities to be Registered | Amount to be Registered | Proposed maximum offering price per share | Proposed maximum aggregate offering price | Amount of Registration Fee |
|---|-------------------------|---|---|----------------------------|
| Common Stock par value \$2 per share, of Cincinnati Financial Corporation | 4,856,150 | \$35.085(1) | \$170,378,023 | \$13,783.58 |
| | 1,143,850 | \$35.79 (2) | \$ 40,938,392 | \$ 3,311.92 |
| | <u>6,000,000 shares</u> | | <u>\$211,316,415(3)</u> | <u>\$17,095.50(3)</u> |

- (1) These shares are to be issued upon the exercise of stock options granted to the employees of the issuer and its subsidiary companies pursuant to the Cincinnati Financial Corporation Amended Stock Option Plan No. VII. The per share offering price shown above is equal to the average of the high and low prices of the issuer's shares on the NASDAQ National Market System on February 26, 2003.
- (2) These shares are currently subject to options under the Cincinnati Financial Corporation Amended Stock Option Plan No. VII. The per share offering prices for these shares are equal to the exercise prices of those options.
- (3) The aggregate offering price and the amount of the registration fee are computed upon the basis of the price at which the outstanding options may be exercised and for the securities not yet subject to outstanding options, upon the per share price shown above.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed with the Securities and Exchange Commission are hereby incorporated by reference:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001.

(b) The Quarterly Reports of the Company on Form 10-Q for the quarters ending March 31, 2002, June 30, 2002 and September 30, 2002; the definitive Proxy Statement dated March 8, 2002, with regard to its Annual Meeting of Shareholders on April 6, 2002.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date hereof and prior to the termination of the offering of the securities offered hereby shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing such documents.

The consolidated financial statements and the related financial statement schedules incorporated in this Registration Statement by reference from the Company's Annual report on Form 10-K for the year ended December 31, 2001 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports, which are incorporated herein by reference, and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

ITEM 4. DESCRIPTION OF SECURITIES

The authorized capital stock of the Company consists of 200,000,000 shares of Common Stock, par value \$2.00 per share. The holders of Common Stock have equal rights to participate in dividends, and in case of any distribution of assets, the holders of Common Stock share pro rata in the distribution of all assets of the Company remaining after payment of creditors. The holders of Common Stock do not have conversion or preemptive rights and the Common Stock is not subject to redemption. The shares of Common Stock issuable from time to time pursuant to the exercise of options will be, when

issued and delivered as contemplated by the Stock Option Plan, fully paid and non-assessable. The Company acts as transfer agent for its own stock.

Each share of Common Stock entitles the holder thereof to one vote in elections of Directors and all other matters submitted to a vote of the shareholders. The Common Stock does not have cumulative voting rights, which means that the holders of a majority of the outstanding Common Stock voting for the election of Directors can elect all Directors then being elected. The Amended Articles of Incorporation of the Company provide that the Board of Directors shall be divided into three classes which shall be as nearly equal in number as possible, with the Directors of each class holding office for staggered terms of 3 years each. As a result, a shareholder or group of shareholders possessing a majority of the voting power of the Company would not be able to replace a majority of the Directors in any one year, since only one-third of the Directors stand for election each year. It should be noted that one result of this provision is that it takes longer for shareholders to change a majority of the Board of Directors, even if they feel such a change is desirable.

The Amended Articles of Incorporation of the Company provide that certain mergers, consolidations, sales, or other dispositions of assets with any party which is the beneficial owner of more than 10% of the outstanding shares of the Company may only be accomplished with the approval of the holders of 75% of the outstanding shares of the Company, unless the proposed transaction falls within certain exemptions. The purpose of the provision is to discourage attempts by other companies or groups to acquire control of the Company without adequate discussions with management, on behalf of the Company's shareholders; otherwise, a tender offer or merger might have the effect of forcing some of the shareholders of the Company to sell their shares at a lower price than that received by other shareholders. The provision would make it more difficult for another company or group to effect such a tender offer or merger and may, therefore, discourage any attempt to do so.

As an Ohio corporation, the Company is subject to the provisions of Chapter 1704 of the Ohio Revised Code which prohibit a "Chapter 1704 transaction" between an Ohio corporation such as the Company and any person with the right to exercise 10% or more of the voting power of such corporation. A Chapter 1704 transaction is defined to include any merger, combination or consolidation or any majority share acquisition and any of certain other sales, leases, distributions, dividends, exchanges, mortgages, pledges, transfers or other dispositions of assets between the corporation and any such 10% shareholder. Such prohibition lasts for 3 years following the date on which such person first became a 10% shareholder unless, prior to the time such person first became a 10% shareholder, the board of directors

of the corporation approved either the Chapter 1704 transaction in question or the purchase of shares which resulted in such person first becoming a 10% shareholder. After the initial three-year moratorium, Chapter 1704 continues to prohibit such a Chapter 1704 transaction unless one of the above exceptions is available or the holders of at least 66-2/3% of the voting shares and of at least a majority of the voting shares not beneficially owned by the 10% shareholder approve the Chapter 1704 transaction, or the Chapter 1704 transaction meets certain statutory criteria designed to ensure that the corporation's remaining shareholders receive fair consideration for their shares.

Ohio law as applied to the Company also provides that any "control share acquisition" may be made only with the prior authorization of shareholders. A "control share acquisition" is any acquisition, whether by tender offer, open market purchase, privately negotiated transaction, or otherwise, of shares of the Company, which when added to all other shares of the Company owned or controlled by the acquiror, would entitle the acquiror directly or indirectly, alone or with others, to exercise or direct the exercise of voting power of the Company in the election of directors within any of the following ranges: one-fifth or more but less than one-third; one-third or more but less than a majority; and a majority or more. The effect of this law is generally to prevent a person from acquiring control without prior shareholder approval. Approvals are required by the affirmative vote of (i) a majority of the voting power of the Company represented at such meeting in person or by proxy; and (ii) a majority of the voting power excluding shares which may be voted by the acquiring person, any officer of the Company elected or appointed by the Board of Directors, or any employee of the Company who is also a director.

ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL

Not Applicable

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1701.13(E) of the Ohio Revised Code provides that a corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at its request as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably

incurred by the person in connection with such action, suit, or proceeding if the person is determined under the procedure described in the Section to have (a) acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and (b) had no reasonable cause to believe the conduct was unlawful in the case of any criminal action or proceeding. However, with respect to expenses actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of the corporation to procure a judgment in its favor, no indemnification is to be made (i) in respect of any claim, issue, or matter as to which such person was adjudged liable for negligence or misconduct in the performance of such person's duty to the corporation unless, and only to the extent that, it is determined by the court upon application that, despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper, or (ii) in respect of any action or suit in which the only liability asserted against a director is in connection with the alleged making of an unlawful loan, dividend or distribution of corporate assets. The Section also provides that such person shall be indemnified against expenses actually and reasonably incurred by the person to the extent successful in defense of the actions referred to above, or in defense of any claim, issue, or matter therein.

The Company's Amended Articles of Incorporation provide for the indemnification of officers and directors of the Company to the fullest extent permitted by law. The above is a general summary of certain provisions of the Ohio Revised Code and is subject in all cases to the specific provisions thereof.

The Company maintains an insurance policy covering its directors and officers against certain civil liabilities, including liabilities under the Securities Act of 1933.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable

ITEM 8. EXHIBITS

The following exhibits are included in this Registration Statement on Form S-8.

- (4) Cincinnati Financial Corporation Amended
Stock Option Plan No. VII
- (5) Opinion re Legality

- (23) (a) Independent Auditors' Consent
- (23) (b) Consent of Attorneys (included in Exhibit 5)

ITEM 9. UNDERTAKINGS

The undersigned issuer hereby undertakes: (1) to file during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; (2) that for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment and each filing of the issuer's annual report pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the Plan.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission, such indemnification (except insofar as it provides for the payment by the Company of expenses incurred or paid by a director or officer in the successful defense of an action, suit or proceeding) is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8, and has duly caused this S-8 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati, State of Ohio, on this 26th day of February, 2003.

CINCINNATI FINANCIAL CORPORATION

By /s/ John J. Schiff, Jr.

John J. Schiff, Jr.
Chief Executive Officer

Pursuant to the requirement of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

CINCINNATI FINANCIAL CORPORATION

| Signature ----- | Title ----- | Date ---- |
|---|---|-------------------|
| /s/ John J. Schiff, Jr. ----- John J. Schiff, Jr. | Chief Executive Officer Director (Principal Executive Officer) | February 26, 2003 |
| /s/ Kenneth W. Stecher ----- Kenneth W. Stecher | Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer) | February 26, 2003 |
| /s/ William F. Bahl ----- William F. Bahl | Director | February 26, 2003 |
| /s/ James E. Benoski ----- James E. Benoski | Director | February 26, 2003 |
| ----- Michael Brown | Director | February __, 2003 |
| ----- John E. Field | Director | February __, 2003 |

| | | |
|---|----------|-------------------|
| /s/ Kenneth C. Lichtendahl ----- Kenneth C. Lichtendahl | Director | February 26, 2003 |
| ----- W. Rodney McMullen | Director | February __, 2003 |
| /s/ Gretchen W. Price ----- Gretchen W. Price | Director | February 26, 2003 |
| ----- Robert C. Schiff | Director | February __, 2003 |
| /s/ Thomas R. Schiff ----- Thomas R. Schiff | Director | February 26, 2003 |
| ----- Frank J. Schultheis | Director | February __, 2003 |
| /s/ John M. Shepherd ----- John M. Shepherd | Director | February 26, 2003 |
| ----- Larry R. Webb | Director | February __, 2003 |
| ----- Alan R. Weiler | Director | February __, 2003 |
| /s/ E. Anthony Woods ----- E. Anthony Woods | Director | February 26, 2003 |

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AMENDED

CINCINNATI FINANCIAL CORPORATION

STOCK OPTION PLAN NO. VII

1. Purpose. Stock Option Plan No. VII (the "Plan") and the options authorized hereunder are intended as an employment incentive, to retain in the employ of Cincinnati Financial Corporation (hereinafter sometimes referred to as "CFC") and its subsidiaries (as defined in subsection 425(f) of the Internal Revenue Code of 1986, as amended), persons of training, experience, and ability, to attract new employees whose services are considered unusually valuable, to encourage a sense of proprietorship in such persons, and to stimulate the active interest of such persons in the development and financial success of CFC and its subsidiaries.

2. Shares Subject to the Plan. The aggregate number of shares of the common stock of CFC which may be issued under all options to be granted pursuant to this Plan shall not exceed 6,000,000 shares of common stock with the par value of \$2.00 per share. Conditioned on approval of the Plan by the shareholders of CFC, the options granted under this Plan may be Incentive Stock Options (as defined in Section 422A of the Internal Revenue Code of 1986, as amended) or non-qualified options (any option which is not an Incentive Stock Option).

3. Administration of Plan. A Committee (or Subcommittee) of at least two non-employee, outside (as hereinafter defined) members of the Board of Directors of CFC, appointed by and serving at the pleasure of the Board of Directors (hereinafter called the "Committee") shall supervise the administration of the Plan. Any questions of interpretation of the Plan or of any options issued under it shall be determined by the Committee and such determinations shall be final and binding upon all persons. The Committee shall have the authority to grant Incentive Stock Options or non-qualified options to those employees it deems appropriate. Those options shall contain such terms as the Committee determines, subject to the limitations and requirements provided herein. For purposes of determining who may serve as a member of the Committee, "non-employee" director shall mean a director who meets the requirements of that term as contained in Rule 16b-3 under the Securities Exchange Act of 1934, and "outside" shall mean a director who is not a current or former employee or officer of the Company and who does not receive any "remuneration" as that term is defined in the regulations under Internal Revenue Code Section 162(m), in any capacity, other than as a director.

4. Eligibility for Options. All full-time employees of CFC and its subsidiaries shall be eligible to receive options and the fact that an employee may be a director of CFC or of a subsidiary of CFC shall not disqualify an employee from participating in this Plan. No employee shall receive options on more than 300,000 shares over any three-year period.

5. Amendments to Plan. For the purpose of meeting any changes in pertinent law or governmental regulations, or for any other purpose which at the time may be permitted by law, the Board of Directors, from time-to-time, may amend or revise the terms of this Plan and the Committee may amend or revise the terms of any outstanding option, retroactive to the date of granting of the Option, except that the number of shares to be issued shall not increase and the option price shall not decrease, other than to make appropriate adjustments in the number of shares that may be issued pursuant to the Plan, and appropriate adjustments in the number and price of shares covered by outstanding options hereunder, to give effect to any stock splits, or stock dividends, or other relevant changes in capitalization. The Committee may not re-price outstanding options.

6. Terms of Options. The option price per share for options granted hereunder shall be not less than 100% of the fair market value of the shares on the date said option was granted. The aggregate fair market value (at date of grant of the option) of the stock with respect to which Incentive Stock Options are first exercisable by any employee in any calendar year under this Plan and any other plans of CFC and its subsidiaries shall not exceed \$100,000. All options granted hereunder shall expire not more than ten years from the date granted.

Except in cases of retirement or death of the optionholder, options may not be exercisable earlier than as provided in the following schedule:

(1) After the expiration of one year of continuous employment immediately following the date of grant, the Option shall be exercisable to the extent of one-third of the number of shares originally subject to the Option;

(2) After the expiration of two years of continuous employment immediately following the date of the grant, the Option shall be exercisable to the extent of two-thirds of the number of shares originally subject to the Option, less the number of shares previously purchased pursuant to such Option; and

(3) After the expiration of three years of continuous employment following the date of grant, the Option shall be exercisable in full.

7. Exercise of Options. In order for all or any portion of an option to be exercised, CFC must receive at its principal place of business written notice of such exercise properly executed by the employee, setting forth the number of shares in respect of which the option is being exercised. Said notice shall be accompanied by payment of the full option price of such shares, which payment shall be in cash, or in the case of non-qualified options only, may be through the transfer by the employee to CFC of free and clear shares of the common stock of CFC which shall be valued at the current market value of such shares on the date of such transfer, or by a combination of cash and such shares. The effective date of the exercise of the option ("effective date of exercise") shall be the day the written notice of exercise is received by CFC for non-qualified options and 30 days

after the date of receipt for Incentive Stock Options.

Upon termination of employment of the employee prior to the effective date of exercise of an outstanding option, the unexercised portion of the option shall terminate unless such termination of employment is due to (i) retirement with the approval of CFC for disability, (ii) retirement due to attainment of retirement age, or (iii) death of the employee. The Committee shall have the discretion to provide in the option that in the above circumstances the unmatured installments of the option shall be automatically exercisable, or that the Committee shall have discretion to permit any unmatured installments of the options to be accelerated and the options shall thereupon be exercisable in full. The time within which the Company must receive the notice of exercise and payment shall be ninety (90) days from the date of termination of employment, or in the case of the death of the employee six (6) months after the date of death. The Committee shall also have the discretion to grant a written extension of the time for receipt of notice and payment or to provide in the option agreement that in the case of retirement with the approval of CFC for disability or retirement due to attainment of retirement age that notice of exercise and payment may be further delayed. In any event, the effective date of the exercise of the option must be prior to the expiration thereof.

In all other cases of termination of employment, when the employee ceases to be employed by CFC or a subsidiary of CFC, the option shall not be exercisable after the date upon which employment was terminated.

Subject to the foregoing, each installment of an option shall be exercisable for the full amount or for any part thereof, including partial exercise from time to time. Options shall be exercisable only by the employee to whom granted, and shall not be assignable, except as provided in case of death.

All shares purchased upon exercise of options shall be fully paid for at the time of purchase.

8. Shares Issued Upon Exercise of Options. Either treasury shares or authorized but unissued shares may be issued upon exercise of options. CFC may (as permitted by law) acquire by purchase the shares which it will need to satisfy options, either at the time the options are exercised, or from time to time in advance, whenever the Board of Directors may deem such purchase advisable.

9. Income Tax Withholding. In order to comply with all applicable federal, state or local income tax laws or regulations, CFC may take such action as it deems appropriate to ensure that all applicable federal, state or local payroll, withholding, income or other taxes, which are the sole and absolute responsibility of an employee, are withheld or collected from such employee. In order to assist an employee in paying all federal and state taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an option, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit an employee to satisfy all or

a portion of such tax obligation by delivering to CFC, free and clear shares of the common stock of CFC with a fair market value equal to the amount of such taxes (but only to the extent of the minimum amount required to be withheld under applicable laws or regulations). The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

10. Implied Agreement of Optionee. Every optionee shall be bound by the terms and restrictions of this Plan and the acceptance of an option shall constitute an agreement between the optionholder hereunder and CFC and any successors in interest thereto. The grant of an option under the Plan shall not limit or otherwise qualify the right of the employer of the optionholder to terminate the employment of the optionholder at any time.

11. Securities Laws. The Board of Directors and the Committee shall take all necessary and appropriate action to ensure that all options granted and all shares of stock issued pursuant to exercise of those options are granted and issued in compliance with all federal and state securities laws.

12. Effective Date and Term of Plan. This Plan shall be effective as of February 2, 2002, and no options may be granted under the plan subsequent to February 2, 2012.

Amended: April 6, 2002.

BECKMAN, WEIL, SHEPARDSON AND FALLER, LLC
Attorneys at Law
120 E. Fourth Street, 1200 Mercantile Center
Cincinnati, OH 45202
Fax (513) 621-0106 - Telephone (513) 621-2100

Writer's E-Mail Address
pshepardson@beckman-weil.com

February 26, 2003

Cincinnati Financial Corporation
Cincinnati Financial Center
Post Office Box 145496
Cincinnati, Ohio 45214-5496

Gentlemen:

With respect to the Registration Statement on Form S-8 filed by Cincinnati Financial Corporation with the Securities and Exchange Commission for the purpose of registering under the Securities Act of 1933, as amended, 100,000 shares of Common Stock of Cincinnati Financial Corporation, we have examined such documents and questions of law as we have considered necessary or appropriate for the purpose of this opinion and, on the basis of such examination, we advise you that, in our opinion, when the stock has been issued as contemplated by the Registration Statement and by the Cincinnati Financial Corporation Amended Stock Option Plan No. VII, the stock will be legally issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement.

Very sincerely yours,

BECKMAN, WEIL, SHEPARDSON AND FALLER, LLC

By: /s/ W. Philip Shepardson, Jr.

W. Philip Shepardson, Jr.

WPS/kg

Deloitte & Touche

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Cincinnati Financial Corporation on Form S-8 of our reports dated February 6, 2002, appearing in and incorporated by reference in the Annual Report on Form 10-K of Cincinnati Financial Corporation for the year ended December 31, 2001 and to the reference to us as experts in this Registration Statement.

/s/ Deloitte & Touche LLP

Cincinnati, Ohio
February 25, 2003