

Travelers 1st Choice⁺SM for Design Professionals Coverage Highlight Checklist

Does Your E&O Policy:	1st Choice ⁺ Features	1st Choice ⁺	Their Policy
Cover network and information security offenses?	Network and Information Security Offense Coverage* - Covers claims for the transmission of a computer virus; claims for the failure to control access to the insured's computer or network; and the failure to prevent unauthorized access to, or use of, data containing confidential information of others.	✓	
Provide expense reimbursement in case of a crisis event?	Crisis Event Expense Reimbursement* - Reimburses costs of consulting services of a public relations firm incurred in response to a crisis event that has had a material adverse impact on the named insured's reputation. A crisis event includes the death or departure of principal, potential dissolution of the named insured, workplace violence, or other event that has a material adverse effect on the named insured's reputation. Limits are \$10,000/\$30,000. All payments are outside of the limit and no deductible applies.	✓	
Provide pre-claims assistance for potential claims at no cost?	Pre-Claim Assistance - Covers expenses associated with the evaluation and mitigation of a potential claim. The limit of liability or the deductible do not apply to pre-claim expenses.	✓	
Allow coverage for claims made and reported up to 60 days after termination?	Automatic ERP* - If coverage is terminated and not replaced, an automatic extension of coverage will apply for claims made during the 60 day period after termination if the claim arises from a wrongful act committed prior to the termination date. Claim must be reported during the 60 day period.	✓	
Provide worldwide coverage no matter where the work is done or the claim is made?	Worldwide Coverage¹ - Applies to wrongful acts committed, and claims made, anywhere in the world.	✓	
Allow a 50 percent deductible credit if a claim is resolved by mediation?	Mediation Deductible Credit - Reduces the deductible by 50 percent if the insured agrees to a final settlement of a claim during voluntary mediation (subject to a maximum reduction of \$25,000).	✓	
Include a traditional "hammer" clause?	Enhanced Settlement Provision - There is no ("hammer") provision in the policy that limits the Company's liability to its proposed settlement amount.	✓	
Provide coverage for up to 90 days for a newly formed or acquired entity?	Automatic Acquisitions Coverage - Coverage is automatically provided for an entity acquired or formed during the policy period for 90 days or until the expiration date, whichever is earlier, for wrongful acts committed on or after the acquisition or formation date.	✓	
Allow claims made during the policy term to be reported after the termination date?	Pure Claims-Made Policy* - Coverage is on a pure claims-made basis versus the traditional claims-made and reported approach.	✓	

Does Your E&O Policy:	1st Choice ⁺ Features	1st Choice ⁺	Their Policy
Reimburse your legal expenses for disciplinary or regulatory proceedings?	Disciplinary and Regulatory Proceeding Expense Reimbursement - Reimburses insured for expenses incurred that result from a disciplinary or regulatory proceeding. Limits are \$25,000/\$50,000. All payments are outside of the limit and no deductible applies.	✓	
Provide punitive or exemplary damages coverage allowed by law?	Punitive or Exemplary Damages - Where allowed by law, punitive or exemplary damages are covered by the policy.	✓	
Automatically include coverage for “predecessor” entities?	Predecessor Firms* - Coverage extends to entities who were predecessor to the insured.	✓	
Provide equity interest coverage for insured ownership positions up to 49 percent?	Equity Interest Coverage - The policy will respond to claims from an entity where the insured(s) or their spouses have less than 49 percent ownership interest.	✓	
Provide design liability coverage for design build projects?	Design Build Coverage - The policy does not contain an exclusion for design build services.	✓	
Include coverage for your liability arising out of your participation in joint ventures?	Joint Venture Coverage - Coverage is extended to the insured’s liability arising from their participation in joint ventures.	✓	
Limit coverage for claims knowledge to “principal insureds” only?	Limited Claims Knowledge - Knowledge of claim or circumstance limitation only applies if a “principal insured” had knowledge on initial knowledge date specified on Declarations.	✓	
Have no exclusions for pollution, asbestos, or mold?	Pollution, Asbestos or Mold Coverage - No exclusion for pollution, asbestos or mold.	✓	
Reimburse your reasonable costs or loss of earnings when your carrier asks you to attend a trial or deposition?	Loss of Earning Reimbursement - Reimburses insureds loss of earnings up to \$500 per insured person per day or \$15,000 per policy year for all insured persons while resolving a claim. All payments are outside of the limit and no deductible applies.	✓	
Include an “innocent persons” provision to protect you if you did not participate or have knowledge of criminal or dishonest conduct?	Innocent Insured Provision - The Criminal, Dishonest, Fraudulent or Malicious Conduct exclusion does not apply to any insured person who did not participate in or have knowledge of such conduct or violation.	✓	
Applies on an excess basis over a specific project policy?	Project Policy Excess Coverage - We will provide excess coverage over other insurance available for a specific project or projects.	✓	
Provide coverage to your spouses or domestic partner for your wrongful acts?	Spousal and Domestic Partner Coverage* - Coverage is extended to spouses or domestic partners of insureds for claims arising from a wrongful act committed by an insured.	✓	

* New or enhanced 1st Choice+ coverage features

¹ No coverage is provided for any loss or exposure located in a country or territory which, now or in the future, is subject to United States trade or economic sanctions or embargo, or for which coverage is prohibited under other laws of the United States.



Travelers Casualty and Surety Company of America and its property casualty affiliates
One Tower Square
Hartford, CT 06183

travelersbond.com

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

© 2008 The Travelers Companies, Inc. All rights reserved. 58496 New 10-08