

Commercial Select

Policy Summary

This policy caters for the main general insurance needs for industry and commerce.

The sections available are Property Damage, Business Interruption, Computer All Risks, Terrorism, Employers' Liability, Public and Products Liability, and Professional Indemnity.

The following provides a summary of the cover available and its principal terms. You should note that it does not show all the terms and conditions of the policy. For full terms and conditions refer to the policy document itself **Policy Wording TRV 0054 03.09**

In this summary the words:

'Insured' means you the customer

'Company' means Travelers Insurance Company Limited

Claims Notification

Contact the insurance broker who arranged the insurance or contact us on 01737 787787 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim, which can be found at www.travelers.co.uk/insurance

Travelers Insurance Company Limited
61 – 63 London Road
Redhill
Surrey RH1 1NA

Key General Terms applying to all Sections of the Policy

Conditions

Condition Precedent

The compliance by the Insured with the policy terms and truth of any information supplied on or in connection with the proposal shall be condition precedent to any liability.

Misrepresentation and Fraud

The policy will be voidable in event of misrepresentation or fraud.

Alteration

The Insured shall give notice to the Company of any alteration in the risks insured.

Reasonable Care

The Insured shall take reasonable care to prevent or diminish any loss or liability and comply with all statutory obligations and regulations.

Claims

Duties owed by the Insured, and the Company's rights, in relation to claims notification and subsequent handling by the Company shall be observed.

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Policy Interpretation

Any dispute under the policy will be dealt with under English law.

Cross Liabilities

Where more than one party comprises the Insured under the policy the Company will indemnify in certain circumstances each Insured as though a separate policy had been issued to each but the total amount payable will not exceed the amount of the limit of indemnity specified in the policy.

Premium Adjustment

Certain policy sections may be subject to premium adjustment at expiry of the period of insurance.

Cancellation

The Company can cancel the policy at any time subject to 30 days notice with pro rata return of the paid premium. There are no cancellation rights afforded to the Insured.

Risk Improvements

Any risk improvement deemed necessary by the Company must be complied with within the time specified by the Company.

Jurisdiction

The Policy does not cover legal liability to pay compensation awarded in any country operating under the laws of the United States of America or Canada unless a North American Jurisdiction extension clause has been added.

The Employers Liability Section will not respond to any action brought in any court outside the European Union.

Abuse

It is a condition under the Public and Products Liability Section and Professional Indemnity Section in respect of abuse claims that

- limits of indemnity are aggregate in respect of all claims during any one period of insurance inclusive of all claimants' and defence costs and expenses and prosecution defence costs and expenses
- where legal liability is not attributable to a single identifiable event all occurrences of Abuse suffered by any individual third party claimant committed during the period of insurance shall be considered individually as one claim in respect of the provision of indemnity and the application of the deductible
- the insurance shall not indemnify any medical or dental practitioner whomsoever; or any other person in respect of Abuse committed by that individual person which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

Exclusions

War and Allied Risks, Dispossession of Property, Radioactive Contamination

The policy does not cover claims arising from

- War or allied risks other than under the Employers' Liability Section it continues to provide covers required to satisfy the requirements of the relevant law; or to the extent required to satisfy Road Traffic Acts
- Dispossession of property by any lawfully constituted authority other than to the extent required to satisfy Road Traffic Acts
- Radioactive contamination

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Property Coverages- Civil Commotion in Northern Ireland

The property coverages exclude any loss in consequence of civil commotion in Northern Ireland.

Property Coverages -Terrorism

The property coverages generally exclude any loss in consequence of terrorism, which is defined, though where arising in England Scotland or Wales terrorism has a different less restrictive definition. Coverage can be extended to include acts of terrorism where arising in England Scotland or Wales under the Terrorism Insurance Section mentioned below.

Liability Coverages -Terrorism

The liability coverages exclude any claim as a result of terrorism other than that to satisfy the requirements of the Employers Liability Acts or under Road Traffic Acts.

Deductible

The Company shall not be liable for the amount stated as deductibles applying to each Section in respect of the first part of any claim.

Liability Coverages - Cyber Risk

Under the Public and Products Liability Section and Professional Indemnity Sections the following risks are excluded where occasioned through the use of the internet, usenet, extranet, the world wide web, any web-site, email, or any bulletin board, chatroom or newsgroup

- Defamation and Intellectual Property Rights
- Infringement of Personal Rights
- Computer Virus
- Contravention of Data Protection
- Computer fraud and misuse
- Denial of Access

Punitive and other non compensatory damages

The policy excludes punitive and non compensatory damages.

Liability Coverages

The liability coverages, other than under the Employers' Liability Section, exclude claims resulting from or in any way related to

- Asbestos
- Silica in respect of events occurring in United States of America and its territories Puerto Rico and Canada

Property Damage

"All Risks" cover for buildings and their contents including theft and glass with optional cover for subsidence

Key Features

Cover includes

- Temporary removal within GB, NI, IOM or CI for renovation repair service or cleaning with limit £10,000 any one event or as varied in the quotation
- Architects' surveyors' legal and other fees
- Sums insured which are automatically reinstated in event of a loss (appropriate additional premium has to be paid)
- Newly acquired property or alterations to existing property insured up to 15% of the sum insured (maximum £500,000 any one event).

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- Removal of debris including boarding up
- Additional reinstatement costs incurred due to European Union legislation and Public Authority requirements including undamaged portions
- Loss of metered water and gas up to £10,000 any one event (£50,000 in total for policy period)
- Replacement locks and keys resulting from any accidental loss of keys within GB, NI, IOM or CI or where there is reasonable evidence that such keys have been copied by an unauthorised person up to £2,500 any one event
- Cost of theft damage to rented buildings
- Glass damage irrespective of whether buildings are insured where responsible
- Damage to outdoor trees, shrubs and plants, statues and other garden ornaments, signs other than those attached to Buildings, up to £250 any one tree shrub or plant statue or garden ornament or sign (maximum £10,000 any one event) and which limit shall also apply to include the cost of restoring any Damage to other landscaping by the emergency services in entering the premises as a result of covered damage
- Up to £500,000 any one event for property other than stock inadvertently omitted to be insured
- Temporary removal for deeds and documents up to £25,000 any one event
- The interest of lessors, mortgagors and others
- Minor repairs decoration and maintenance undertaken by workmen where the total cost for all scheduled work does not exceed £100,000 at the Insured's premises
- Costs incurred with the consent of the Company in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil up to £5,000 any one event (£25,000 in total for policy period)
- Costs and expenses in clearing drains sewers and gutters at the Insured's premises following insured damage up to £10,000 any one event
- Costs incurred with the consent of the Company of effecting temporary repairs following insured damage in order that the business may continue (maximum amount either 15% of the total cost of permanent repair or replacement or 15% of the sum insured in respect of the item sustaining Damage whichever is the lowest any one event)
- Forcible and violent theft or attempted theft of an external part of any building insured and or anything attached to it up to £25,000 any one event and in total for policy period (excess of £2,500 applies or policy excess if higher)
- The contract price in the event of damage occurring to goods sold but not delivered where stock is covered.
- Computer equipment can be included if the separate Computer All risks Section is not taken

Key Conditions

Fire and Theft Precautions

Certain undertakings have to be complied with by the Insured in relation to

- Firebreak doors and shutters
- Fire extinguishers, fire alarm installations
- Automatic sprinkler installations
- Security devices including intruder alarms
- Buildings unoccupied more than 30 days (and perils covered are restricted to fire, explosion, aircraft)

Underinsurance

Loss will be adjusted for underinsurance depending on basis of settlement selected.

Basis of Settlement

Choice of following basis of settlements

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- Indemnity
- Reinstatement
- Day One Reinstatement

Note certain items such as stock can only have Indemnity basis.

Key Exclusions

Damage caused by

- Wear and tear, frost damage or defective design or materials
- Explosion of boilers other than those used for domestic uses only
- Sonic bangs
- Defective workmanship or operational error by the Insured
- Corrosion, rot, vermin, insects, contamination or light, inherent vice, latent defect
- Change in temperature, colour, flavour or texture
- Freezing
- Failure of welds and joints, cracking fracturing or overheating of boilers and other pressure vessels
- Breakdown or derangement
- Pollution or contamination (unless results from damage otherwise covered)
- Theft at the premises unless from, buildings accompanied by forcible or violent entry/exit, or hold up. (or as otherwise covered in respect of theft of external parts of the building and or anything attached to it. See Key Features above)

Where Property is insured away from the premises there are various exclusions unless certain precautions are taken.

Subsidence unless shown as covered in the quotation.

Damage to buildings caused by their own collapse or cracking.

Damage to moveable property in open caused by wind rain snow or flood.

Fire caused to any property undergoing any heating or production process.

Accidental or malicious erasure of programs, data on computer media unless results from damage otherwise covered.

Computer system damage from hacking or computer virus.

Optional Extensions To Property Damage Section

Goods in Transit

Covers business stock and tools in transit by haulers or own vehicles or rail (geographical limits can be selected) and parcel post anywhere in the world

Key Features

- Cover for tarpaulin sheets and ropes whilst carried on own vehicles up to £500
- Expenses incurred in
 - transferring goods to another vehicle
 - reloading goods
 - removing debris
 following damage to or spillage from the vehicle following an accident

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Key Exclusions

- The carriage of explosives or other dangerous goods
- The carriage of jewellery precious stones precious metals bullion furs works or art rare books
- There are various restrictions in cover and precautions required when the property in transit is left unattended
- Damaged caused by
 - defective packing
 - breakdown wear and tear scratching or chipping
- Damage to glass or other brittle objects
- Shortages or consequential losses

Money and Personal Accident (Assault)

Covers loss or damage of money and provides malicious attack benefits during attempted theft of money

Key Features

- For loss of Money including cash and cheques
 - on the Insured's premises
 - in transit
 - in a bank night safe
 - at private dwellings houses of Insured's directors or employees
- Damage to case bags used for the carriage of money up to £1,000
- Damage to clothing or personal effects of employees during the theft of money up to a limit of £1,000

Key Conditions

- Records of money in transit and at the Insured's premises to be kept (but not for petty cash floats at premises up to £100)
- Outside business hours the safe must be locked and the key kept in a secure place away from the safe
- Money in transit must have the following minimum standards of security
 - vary times of transit, routes and conveyances
 - the following minimum number of able bodied adults must accompany the transit

Amount	No of Persons
£1 to £2,500	1
£2,501 to £7,500	2
£7,501 to £10,000	3
£10,001 and over	Specialist Security Company

Key Exclusions

- Shortages due to clerical or accounting errors
- Loss due to fraud or dishonesty of any director or employee not discovered within seven working days
- Loss outside Great Britain Northern Ireland Isle of Man and Channel Islands
- Losses from vending, gaming automated money machines
- Losses from unattended vehicles
- Loss from forgery fraud or fraudulent use of electronic transfer
- Loss from computer attack by electronically circumventing computer security or from a computer virus
- Loss from depreciation or due to dishonoured cheques

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Personal Accident (Assault) Extension

The extension provides certain monetary benefits to any director or employee suffering bodily injury following theft of money. (Limits available can be given on request.)

Deterioration of Stock

Covers damage to contents of refrigeration plant through deterioration as result of failure of the plant.

Key Features

- Deterioration, putrefaction, contamination caused by
 - rise or fall in temperature due to failure of plant or accident failure of the public supply
 - accidental leakage of refrigerant

Key Exclusions

- Consequential losses
- Deliberate act by public electricity supply authority
- Error in operation of plant or failure comply with manufacturers instructions or servicing recommendations
- Damage as a result of failure of any Plant which is over 10 years old

Business Interruption

Provides the Insured with financial compensation following an insured loss of property at the premises so that the business can return to a normal trading position as quickly as possible.

Key Features

- Cover available on optional basis of settlements for
 - Gross Profit
 - Gross Revenue
 - Rent Receivable
 - Research and Development Expenditure
 - Additional Increased cost of Working (where Gross Profit or Revenue is selected)
 - Increased Cost of Working
- The basis of settlements for profit, revenue and rent operate on a Declaration Linked basis
- Gross Profit and Gross Revenue are also available on a flexible limit of loss basis
- Automatic reinstatement of sum insured following loss

Key Conditions and Exclusions

Follows the terms of the Property Damage section.

Key Extensions

Extensions for selected limits (not additional to the main BI sum insured) are available for

- Prevention of access
- Public utilities - electricity gas telecommunications water
- Specified and unspecified suppliers
- Specified and unspecified customers
- Infectious diseases as specified
- Transit
- Contract sites

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- Property stored
- Loss of attraction
- Exhibition sites
- Exhibition loss of expenses
- Fines and damages
- Bomb (hoax or actual)

Optional Extension Clause- Book Debts

Cover is provided for outstanding debit balances which cannot be collected where the records have been lost or destroyed by damage as insured under the BI section.

Computer All Risks

Provides cover for damage to computers telecommunication equipment media and ancillary equipment, reinstatement of programs and data and increased cost of working. Cover is on an 'All Risks' basis. If this Section is operative, such equipment cannot be insured under the Property Damage Section.

Key Features

- Reinstatement Day One Basis of settlement available
- Separate sums insured for both reinstatement of programs and reinstatement of data
- Coverage automatically provided for
 - Removal of debris
 - Temporary repairs and expediting costs
 - Costs as result of incompatibility of computer records
 - Holding covered newly acquired property subject to notification in 28 days and additional premium
 - Additional rental charges
 - Refilling of gas flooding systems following accidental discharge and other FEA's as result of fire
 - Consulting engineers' fees and repair investigation costs
 - Professional accountants fees under Increase Cost of Working cover
- Automatic reinstatement of sum insured

Key Conditions

Follows the terms of the Property Damage section.

Key Exclusions

- Breakdown or derangement unless a maintenance agreement is in force (not applicable to Increase in Cost of Working cover but excludes costs incurred during the first 48 hours following breakdown)
- Damage recoverable under any guarantee or maintenance agreement (but Increase in Cost of Working will operate)
- Consequential Losses (other than selected Increase in Cost of Working under this Section and for which the main BI Section will not respond)
- Increase cost of working due to failure of satellites in certain circumstances
- Wear and Tear
- Theft at the premises unless from, buildings accompanied by forcible or violent entry/exit, or hold up
- Where Property is insured away from the premises there are various exclusions unless certain precautions are taken

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- Inherent vice faulty workmanship
- Dishonesty and disappearance
- Pollution or contamination (unless results from damage otherwise covered)
- Hacking event or computer virus
- Accidental or malicious erasure of programs, data on computer media unless results from damage otherwise covered

Terrorism Insurance Section

This section extends the Property Damage Section (including optional extensions for Goods in Transit or Money), Computer All Risks Section and Business Interruption Section to cover damage in England Scotland or Wales caused by an act of terrorism carried out by organisations whose activities are directed against the UK Government.

Key Features

None of those exclusions of the policy which pertain to causes of damage apply. Only the specific exclusions to the Section.

Key Exclusions

- War or allied risks
- Damage caused by computer virus, hacking or denial of service attacks
- Radioactive contamination or explosive nuclear devices but only in respect of residential property

Employers' Liability Section

This covers the Insured's legal liability to pay compensation and legal costs as a result of employees suffering an injury or disease arising out of and in the course of their employment.

Key Features

- Standard cover provides for compensation and defences costs up to £10 million any one event (Higher indemnity limits may be available on request)
- Covers employees temporarily working overseas
- Indemnifies any director or employee if a claim is made against them personally
- Extends to cover defence costs for criminal proceedings brought under Health and Safety at Work Acts inclusive within the indemnity limit
- Extends to cover defence costs for criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007. The limit of indemnity is £1million aggregated across Employers' Liability and Public and Products Liability Sections and for all offences committed during the policy period of insurance
- Indemnity to principals is provided where required under contract
- Private work carried out for any director or senior official by an employee
- Daily monetary benefits paid at the Company's discretion for court attendance by principal partner or employee as a witness in connection with any claim

Key Exclusions

- Any amount payable under workmen's compensation social security or health insurance legislation
- Cover for any employee on any offshore installation, or in transit to and from (airborne or waterborne) or on any support or accommodation vessel unless an offshore extension is provided

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Public and Products Liability

This covers the Insured's legal liability to pay compensation and legal costs arising out of

- *Accidental injury to any person other than employees*
- *Accidental loss or damage to third party material property*
- *And in respect of the foregoing where arising from products supplied (although this can be deleted where cover is not required)*

Key Features

- Limits of indemnity in respect of compensation available from £1 million upwards on request
- Claimants' and defence costs and expenses are in addition to the limit of indemnity
- Cover applies world-wide in respect of business conducted at or from premises in GB, NI, IOM or CI (but excludes actions brought in USA or Canada unless an appropriate extension is provided)
- Extends to cover defence costs for criminal proceedings brought under following legislation again in addition to the indemnity limit
 - Consumer Protection Act
 - Health and Safety at Work Act
 - Food Safety Act
- Extends to cover defence costs for criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007. The limit of indemnity is £1million aggregated across Public and Products Liability and Employers' Liability Sections and for all offences committed during the policy period of insurance
- Data Protection Act liability for compensation payable and prosecution defence costs up to limit £500,000 for all claims in the period of insurance is included and the Insured being responsible for 10% of each claim with a minimum of £500
- Indemnifies any director or employee if a claim is made against them personally
- Indemnity to principals is provided where required under contract
- Private work carried out for any director or senior official by an employee
- Daily monetary benefits paid at the Company's discretion for court attendance by principal partner or employee as a witness in connection with any claim
- Contingent motor liability arising from use of employees cars applies
- Extends to cover liability of employees and family incurred in personal capacity whilst on non manual visits overseas

Key Exclusions

- Damage to property where its the direct result of work carried out by the Insured or damage to any product supplied by the Insured
- Damage to property held in the Insured's care except for
 - Personal effects
 - Buildings temporarily occupied by the Insured
 - Premises hired leased rented to the Insured, but not for liability assumed under agreement unless liability would have attached in absence of such agreement (£500 deductible applies)
- Liability assumed under contract arising from products supplied
- Liability arising from the ownership possession use of any vessel or craft made or intended to float travel through water air or space, other than small low powered waterborne craft

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- Liability arising from the ownership possession use of any mechanically propelled vehicle or plant other than certain vehicles or plant used on the insured's premises which are not required to be insured by any Road Traffic Acts
- Liability arising from any pollution or contamination occurring
 - in the USA or Canada
 - elsewhere in the world unless caused by a sudden and unforeseen incident (and the limit of indemnity is in the aggregate for the period of insurance)
- Liability for product recalls
- Liability for costs of repair correction replacement of defective materials service or workmanship or products supplied including recall costs
- Liability for Products comprising, or incorporated in, any aircraft spacecraft or missile or any ground support or control equipment used to guide navigate or direct any aircraft spacecraft or missile
- Liability for any loss of information or the supply of wrong information from computer programmes
- Liability for pure financial loss
- Liability arising from health care (but not First Aid) rendered by members of the health care and allied services
- Liability arising from breach of professional duty
- Liability arising out of any work away from Insured's premises involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat (but not electric soldering irons)

Professional Indemnity

This covers the Insured's legal liability by reason of a breach of professional duty owed by the Insured and accidentally committed to pay compensation and legal costs for

- *Injury to any person other than employees*
- *Loss or damage to third party material property*
- *Pure financial loss unaccompanied by the above*

Key Features

- To be covered, the claim has to be both made against the Insured and notified to the Company during the period of insurance.
- A 'retroactive date' is agreed which is a date that can be same as or prior to the inception date. Acts, errors committed before the retroactive date are not covered
- Cover includes
 - Dishonest acts of employees (not directors or partners) or agents of the Insured subject to certain conditions
 - Libel and slander accidentally committed
 - Accidental damage to documents in Insured's control or where own documents are lost or damaged includes the cost of replacing or restoring such own documents up to maximum of £25,000 during the period of insurance
- The limit of indemnity can be selected from £1 million upwards and applies to all compensation and claimants and defence costs in the aggregate during the period of insurance
- Indemnifies any director or partner (or former director or partner) or employee if a claim is made against them personally

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- Cover applies world-wide in respect of business conducted at or from premises in GB, NI, IOM or CI (but excludes actions brought in USA or Canada unless an appropriate extension is provided)
- Daily monetary benefits paid at the Company's discretion for court attendance by principal partner or employee as a witness in connection with any claim
- Deductible does not apply to Insured's defence costs or cover for damage to Insured's documents

Key Exclusions

- Bodily injury sustained by employees or liability from any breach of any obligation owed by the Insured as employer to any Employee
- Injury to any person or damage to property unless arising out of professional duty provided for a fee or where fee would normally be charged
- Liability arising from professional work where Insured contracts to manufacture or supply materials
- Circumstances known or ought to be known at the inception date
- Contractual liability arising from the giving by the Insured (whether orally or in writing) of any express warranty guarantee or other contractual promise which increases the Insured's liability where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of such express warranty guarantee or other contractual promise or the Company has signified its agreement to such contract
- Liability arising under Contracts (Rights of Third Parties) Act 1999
- Liability arising from any pollution or contamination occurring
 - in the USA or Canada
 - elsewhere in the world unless caused by a sudden and unforeseen incident
- Inter-company claims by subsidiary or associated companies unless claim emanates from another party
- Fees claimed back by clients or refunded
- Liability arising from health care (but not First Aid) rendered by members of the health care and allied services
- Damage to Documents belonging to the Insured caused by or resulting from a computer hacking attack or a computer virus

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