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UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 10-K**

**Z ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-10898

**The Travelers Companies, Inc.**

(Exact name of registrant as specified in its charter)

**Minnesota**  
(State or other jurisdiction of  
incorporation or organization)

**41-0518860**  
(I.R.S. Employer  
Identification No.)

**485 Lexington Avenue,**  
**New York, NY 10017**  
(Address of principal executive offices) (Zip Code)

**(917) 778-6000**  
(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common stock, without par value	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer (as defined in Rule 405 of the Securities Act). Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Act (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

As of June 30, 2015, the aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates was \$29,961,887,660.

As of February 5, 2016, 294,977,349 shares of the registrant's common stock (without par value) were outstanding.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Registrant's Proxy Statement relating to the 2016 Annual Meeting of Shareholders are incorporated by reference into Part III of this report.

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**The Travelers Companies, Inc.**  
**Annual Report on Form 10-K**  
**For Fiscal Year Ended December 31, 2015**

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## **PART I**

### **Item 1. BUSINESS**

The Travelers Companies, Inc. (together with its consolidated subsidiaries, the Company) is a holding company principally engaged, through its subsidiaries, in providing a wide range of commercial and personal property and casualty insurance products and services to businesses, government units, associations and individuals. The Company is incorporated as a general business corporation under the laws of the state of Minnesota and is one of the oldest insurance organizations in the United States, dating back to 1853. The principal executive offices of the Company are located at 485 Lexington Avenue, New York, New York 10017, and its telephone number is (917) 778-6000. The Company also maintains executive offices in Hartford, Connecticut, and St. Paul, Minnesota. The term "TRV" in this document refers to The Travelers Companies, Inc., the parent holding company excluding subsidiaries.

For a summary of the Company's revenues, operating income and total assets by reportable business segments, see note 2 of notes to the consolidated financial statements herein.

### **PROPERTY AND CASUALTY INSURANCE OPERATIONS**

The property and casualty insurance industry is highly competitive in the areas of price, service, product offerings, agent relationships and methods of distribution. Distribution methods include the use of independent agents, exclusive agents, direct marketing and/or salaried employees. According to A.M. Best, there are approximately 1,250 property and casualty groups in the United States, comprising approximately 2,700 property and casualty companies. Of those groups, the top 150 accounted for approximately 92% of the consolidated industry's total net written premiums in 2014. The Company competes with both foreign and domestic insurers. In addition, several property and casualty insurers writing commercial lines of business, including the Company, offer products for alternative forms of risk protection in addition to traditional insurance products. These products include large deductible programs and various forms of self-insurance, some of which utilize captive insurance companies and risk retention groups. The Company's competitive position in the marketplace is based on many factors, including the following:

- premiums charged;
- contract terms and conditions;
- products and services offered;
- claim service;
- agent, broker and client relationships;
- local presence;
- geographic scope of business;
- overall financial strength;
- ratings assigned by independent rating agencies;
- experience and qualifications of employees; and
- technology and information systems.

In addition, the marketplace is affected by available capacity of the insurance industry, as measured by statutory capital and surplus, and the availability of reinsurance from both traditional sources, such as reinsurance companies, and non-traditional sources, such as hedge funds and pension plans. Industry capacity as measured by statutory capital and surplus expands and contracts primarily in conjunction with profit levels generated by the industry, less amounts returned to shareholders through

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dividends and share repurchases. Capital raised by debt and equity offerings may also increase statutory capital and surplus.

**Pricing and Underwriting**

Pricing of the Company's property and casualty insurance products is generally developed based upon an estimation of expected losses, the expenses associated with producing, issuing and servicing business and managing claims, the time value of money related to the expected loss and expense cash flows, and a reasonable allowance for profit that considers the capital needed to support the Company's business. The Company has a disciplined approach to underwriting and risk management that emphasizes product returns and profitable growth over the long-term rather than premium volume or market share. The Company's insurance subsidiaries are subject to state laws and regulations regarding rate and policy form approvals. The applicable state laws and regulations establish standards in certain lines of business to ensure that rates are not excessive, inadequate, unfairly discriminatory, or used to engage in unfair price competition. The Company's ability to increase rates and the relative timing of the process are dependent upon each respective state's requirements, as well as the competitive market environment.

**Geographic Distribution**

The following table shows the geographic distribution of the Company's consolidated direct written premiums for the year ended December 31, 2015:

<u>Location</u>	<u>% of Total</u>
Domestic:	
California	9.8%
New York	9.8
Texas	7.3
Pennsylvania	4.7
Illinois	4.0
New Jersey	3.9
Florida	3.9
Georgia	3.1
Massachusetts	3.0
All other domestic(1)	43.7
Total domestic	<u>93.2</u>
International:	
Canada	4.6
All other international(1)	2.2
Total international	<u>6.8</u>
Consolidated total	<u>100.0%</u>

(1) No other single state or country accounted for 3.0% or more of the Company's consolidated direct written premiums written in 2015.

**Catastrophe Exposure**

The wide geographic distribution of the Company's property and casualty insurance operations exposes it to claims arising out of catastrophes. The Company uses various analyses and methods, including proprietary and third-party computer modeling processes, to continually monitor and analyze

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underwriting risks of business in natural catastrophe-prone areas and target risk areas for conventional terrorist attacks (defined as attacks other than nuclear, biological, chemical or radiological events). The Company relies, in part, upon these analyses to make underwriting decisions designed to manage its exposure on catastrophe-exposed business. For example, as a result of these analyses, the Company has limited the writing of new property and homeowners business in some markets and has selectively taken underwriting actions on new and existing business. These underwriting actions on new and existing business include tightened underwriting standards, selective price increases and changes to deductibles specific to hurricane-, tornado-, wind- and hail-prone areas. See "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Catastrophe Modeling" and "—Changing Climate Conditions." The Company also utilizes reinsurance to manage its aggregate exposures to catastrophes. See "—Reinsurance."

## **BUSINESS AND INTERNATIONAL INSURANCE**

The Business and International Insurance segment offers a broad array of property and casualty insurance and insurance related services to its clients, primarily in the United States and in Canada, as well as in the United Kingdom, the Republic of Ireland, Brazil and throughout other parts of the world as a corporate member of Lloyd's. Business and International Insurance is organized as follows:

### **Domestic**

- *Select Accounts* provides small businesses with property and casualty products, including commercial multi-peril, commercial property, general liability, commercial auto and workers' compensation insurance.
- *Middle Market* provides mid-sized businesses with property and casualty products, including commercial multi-peril, commercial property, general liability, commercial auto and workers' compensation insurance, as well as risk management, claims handling and other services. Middle Market generally provides these products to mid-sized businesses through *Commercial Accounts*, as well as to targeted industries through *Construction, Technology, Public Sector Services* and *Oil & Gas*. Middle Market also provides mono-line umbrella and excess coverage insurance through *Excess Casualty* and insurance coverages for foreign organizations with United States exposures through *Global Partner Services*.
- *National Accounts* provides large companies with casualty products and services, including workers' compensation, general liability and automobile liability, generally utilizing loss-sensitive products, on both a bundled and unbundled basis. National Accounts also includes the Company's commercial residual market business, which primarily offers workers' compensation products and services to the involuntary market.
- *First Party* provides traditional and customized property insurance programs to large and mid-sized customers through *National Property*, insurance for goods in transit and movable objects, as well as builders' risk insurance, through *Inland Marine*, insurance for the marine transportation industry and related services, as well as other businesses involved in international trade, through *Ocean Marine*, and comprehensive breakdown coverages for equipment, including property and business interruption coverages, through *Boiler & Machinery*.
- *Specialized Distribution* markets and underwrites its products to customers predominantly through brokers, wholesale agents, program managers and specialized retail agents that manage customers' unique insurance requirements. Specialized Distribution provides insurance coverage for the commercial transportation industry, as well as commercial liability and commercial property policies for small, difficult to place specialty classes of commercial business primarily on an excess and surplus lines basis, through *Northland*, and tailored property and casualty programs on an admitted basis for customers with common risk characteristics or coverage

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requirements through *National Programs*. Specialized Distribution also serves small to medium-sized agricultural businesses, including farms, ranches, wineries and related operations, through *Agribusiness*.

### **International**

- *International*, through its operations in Canada, the United Kingdom and the Republic of Ireland, offers property and casualty insurance and risk management services to several customer groups, including, among others, those in the technology, public services, and financial and professional services industry sectors. In addition, *International* markets personal lines and small commercial insurance business in Canada through The Dominion of Canada General Insurance Company (Dominion), which the Company acquired on November 1, 2013. *International*, through its Lloyd's syndicate (Syndicate 5000), for which the Company provides 100% of the capital, underwrites five principal businesses—marine, global property, accident & special risks, power & utilities and aviation.

*International* also includes results from J. Malucelli Participações em Seguros e Resseguros S.A. (JMalucelli) and J. Malucelli Latam S.A. in Brazil. The Company owns 49.5% of both JMalucelli, a market leader in surety coverages in Brazil, and J. Malucelli Latam S.A., which in September 2015 acquired a majority interest in JMalucelli Travelers Seguros S.A., a Colombian start-up surety provider. These joint venture investments are accounted for using the equity method and are included in "other investments" on the consolidated balance sheet. Also, as a result of a transaction that was completed in October 2015 with Paraná Banco S.A., the Company's joint venture partner in Brazil, the Company acquired 100% of the common stock of Travelers Participações em Seguros Brasil S.A., which comprises JMalucelli's former property and casualty insurance business other than surety. The Company consolidates this investment in its financial statements and includes Paraná Banco S.A.'s preferred stock interest in "other liabilities."

Business and International Insurance also includes the Special Liability Group (which manages the Company's asbestos and environmental liabilities) and the assumed reinsurance and certain other runoff operations, which are collectively referred to as Business and International Insurance Other.

### **Selected Market and Product Information**

The following table sets forth the Business and International Insurance segment's net written premiums by market and product line for the periods indicated. For a description of the markets and

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product lines referred to in the table, see "—Principal Markets and Methods of Distribution" and "—Product Lines," respectively.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>% of Total 2015</u>
<b>By market:</b>				
Domestic:				
Select Accounts	\$ 2,716	\$ 2,707	\$ 2,724	18.6%
Middle Market	6,325	6,108	5,862	43.4
National Accounts	1,048	1,047	1,010	7.2
First Party	1,564	1,579	1,552	10.7
Specialized Distribution	1,111	1,074	1,085	7.6
Total Domestic	<u>12,764</u>	<u>12,515</u>	<u>12,233</u>	<u>87.5</u>
International	1,819	2,121	1,279	12.5
<b>Total Business and International Insurance by market</b>	<b><u>\$ 14,583</u></b>	<b><u>\$ 14,636</u></b>	<b><u>\$ 13,512</u></b>	<b><u>100.0%</u></b>
<b>By product line:</b>				
Domestic:				
Workers' compensation	\$ 3,915	\$ 3,794	\$ 3,642	26.8%
Commercial automobile	1,960	1,892	1,897	13.4
Commercial property	1,766	1,793	1,748	12.1
General liability	1,939	1,891	1,823	13.3
Commercial multi-peril	3,146	3,103	3,083	21.6
Other	38	42	40	0.3
Total Domestic	<u>12,764</u>	<u>12,515</u>	<u>12,233</u>	<u>87.5</u>
International	1,819	2,121	1,279	12.5
<b>Total Business and International Insurance by product line</b>	<b><u>\$ 14,583</u></b>	<b><u>\$ 14,636</u></b>	<b><u>\$ 13,512</u></b>	<b><u>100.0%</u></b>

**Principal Markets and Methods of Distribution**

The Business and International Insurance segment distributes its products through approximately 11,300 independent agencies and brokers. Agencies and brokers are serviced by 127 field offices and three customer service centers.

Business and International Insurance continues to make significant investments in enhanced technology utilizing internet-based applications to provide real-time interface capabilities with independent agencies and brokers. Business and International Insurance builds relationships with well-established, independent insurance agencies and brokers. In selecting new independent agencies and brokers to distribute its products, Business and International Insurance considers, among other attributes, each agency's or broker's financial strength, staff experience and strategic fit with the Company's operating and marketing plans. Once an agency or broker is appointed, Business and International Insurance carefully monitors its performance. The majority of products offered in the United States are distributed through a common base of independent agents and brokers, many of whom also sell the Company's Personal Insurance products. Additionally, several operations may underwrite business with agents that specialize in servicing the needs of certain of the industries served by these operations.

- **Select Accounts** is a leading provider of commercial property and casualty insurance products to small businesses in the U.S., generally with fewer than 50 employees, and sells these products through a large network of independent agents and brokers. Products offered by Select Accounts

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are guaranteed-cost policies, including packaged products covering property and liability exposures. Each small business risk is independently evaluated via an automated underwriting platform which in turn enables agents to quote, bind and issue a substantial amount of new small business risks at their desktop in an efficient manner that significantly reduces the time period between quoting a price on a new policy and issuing that policy. Risks with more complex characteristics are underwritten with the assistance of Company personnel. Select Accounts has established a strong marketing relationship with its distribution network and has provided this network with defined underwriting policies, a broad array of products and competitive prices. In addition, the Company has established centralized service centers to help agents perform many service functions, in return for a fee.

- **Middle Market** sells a broad range of commercial property and casualty insurance products and services through a large network of independent agents and brokers, primarily targeting mid-sized businesses in the U.S. with 50 to 1,000 employees. The Company offers a full line of products to its Middle Market customers with an emphasis on guaranteed cost programs. Each account is underwritten based on the unique risk characteristics, loss history and coverage needs of the account. The ability to underwrite at this detailed level allows Middle Market to have a broad risk appetite and a diversified customer base. Within Middle Market, products and services are tailored to certain targeted industry segments of significant size and complexity that require unique underwriting, claim, risk management or other insurance-related products and services.
- **National Accounts** sells a variety of casualty products and services to large companies in the U.S. through a network of national and regional brokers, primarily utilizing loss-sensitive products in connection with a large deductible or self-insured program and, to a lesser extent, a retrospectively rated or a guaranteed cost insurance policy. National Accounts also provides casualty products and services through retail brokers on an unbundled basis, using third-party administrators for insureds who utilize programs such as collateralized deductibles, captive reinsurers and self-insurance. National Accounts provides insurance-related services, such as risk management services, claims administration, loss control and risk management information services, either in addition to, or in lieu of, pure risk coverage, and generated \$253 million of fee income in 2015, excluding commercial residual market business. The commercial residual market business of National Accounts sells claims and policy management services to workers' compensation pools throughout the United States, and generated \$138 million of fee income in 2015. National Accounts services approximately 36% of the total workers' compensation assigned risk market, making the Company one of the largest servicing carriers in the industry. Workers' compensation accounted for approximately 73% of sales to National Accounts customers during 2015, based on direct written premiums and fees.
- **First Party** markets commercial property and casualty insurance products and services through a large network of agents and brokers to a wide customer base in the U.S. having specialized property and casualty coverage requirements. First Party provides traditional and customized property insurance programs to large and mid-sized customers; insurance for goods in transit and movable objects; builders' risk insurance; and insurance for the marine transportation industry, providers of related services and other businesses involved in international trade. In addition, First Party provides comprehensive breakdown coverages for equipment, including property and business interruption coverages.
- **Specialized Distribution** distributes admitted as well as excess and surplus lines property and casualty products predominantly through selected brokers, wholesale agents, program managers and specialized retail agents, including on a brokerage and delegated authority underwriting basis. These brokers, wholesale agents, program managers and specialized retail agents operate in certain markets in the U.S. that are not typically served by the Company's appointed retail

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agents, or they maintain certain affinity arrangements in specialized market segments. The wholesale excess and surplus lines market, which is characterized by the absence of rate and form regulation, allows for more flexibility to write certain classes of business. In working with agents or program managers on a brokerage basis, Specialized Distribution underwrites the business and sets the premium level. In working with agents or program managers with delegated underwriting authority, the agents produce and underwrite business subject to underwriting guidelines that have been specifically designed for each facility or program.

- **International** distributes its products principally through brokers in each of the countries in which it operates. International also writes business at Lloyd's, where its products are distributed through Lloyd's wholesale and retail brokers. By virtue of Lloyd's worldwide licenses, the Business and International Insurance segment has access to international markets across the world.

### **Pricing and Underwriting**

Business and International Insurance utilizes underwriting, claims, engineering, actuarial and product development disciplines for particular industries, in conjunction with extensive amounts of proprietary data gathered and analyzed over many years, to facilitate its risk selection process and develop pricing parameters. The Company utilizes both standard industry forms and proprietary forms for the insurance policies it issues.

A portion of business in this segment, particularly in National Accounts and Construction, is written with large deductible insurance policies. Under workers' compensation insurance contracts with deductible features, the Company is obligated to pay the claimant the full amount of the claim. The Company is subsequently reimbursed by the contractholder for the deductible amount and is subject to credit risk until such reimbursement is made. At December 31, 2015, contractholder payables on unpaid losses within the deductible layer of large deductible policies and the associated receivables were each approximately \$4.37 billion. Business and International Insurance also utilizes retrospectively rated policies for another portion of the business, primarily for workers' compensation coverage. Although the retrospectively rated feature of the policy substantially reduces insurance risk for the Company, it introduces additional credit risk to the Company. Premium receivables from holders of retrospectively rated policies totaled approximately \$88 million at December 31, 2015. Significant collateral, primarily letters of credit and, to a lesser extent, cash collateral, trusts or surety bonds, is generally obtained for large deductible plans and/or retrospectively rated policies that provide for deferred collection of deductible recoveries and/or ultimate premiums. The amount of collateral requested is predicated upon the creditworthiness of the customer and the nature of the insured risks. Business and International Insurance continually monitors the credit exposure on individual accounts and the adequacy of collateral. For additional information concerning credit risk in certain of the Company's businesses, see "Item 1A—Risk Factors—We are exposed to credit risk in certain of our business and investment operations including reinsurance or structured settlements."

### **Product Lines**

The Business and International Insurance segment writes the following types of coverages:

#### **Domestic**

- **Workers' Compensation.** Provides coverage for employers for specified benefits payable under state or federal law for workplace injuries to employees. There are typically four types of benefits payable under workers' compensation policies: medical benefits, disability benefits, death benefits and vocational rehabilitation benefits. The Company emphasizes managed care cost containment strategies, which involve employers, employees and care providers in a cooperative

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effort that focuses on the injured employee's early return to work and cost-effective quality care. The Company offers the following types of workers' compensation products:

- guaranteed-cost insurance products, in which policy premium charges are fixed for the period of coverage and do not vary as a result of the insured's loss experience;
- loss-sensitive insurance products, including large deductible and retrospectively rated policies, in which fees or premiums are adjusted based on actual loss experience of the insured during the policy period; and
- service programs, which are generally sold to the Company's National Accounts customers, where the Company receives fees rather than premiums for providing loss prevention, risk management, and claim and benefit administration services to organizations under service agreements.

The Company also participates in state assigned risk pools as a servicing carrier and pool participant.

- **Commercial Automobile.** Provides coverage for businesses against losses incurred from personal bodily injury, bodily injury to third parties, property damage to an insured's vehicle and property damage to other vehicles and other property resulting from the ownership, maintenance or use of automobiles and trucks in a business.
- **Commercial Property.** Provides coverage for loss of or damage to buildings, inventory and equipment from a variety of events, including, among others, hurricanes and other windstorms, tornadoes, earthquakes, hail, wildfires, severe winter weather, floods, volcanic eruptions, tsunamis, theft, vandalism, fires, explosions, terrorism and financial loss due to business interruption resulting from covered property damage. For additional information on terrorism coverages, see "Reinsurance—Catastrophe Reinsurance—Terrorism Risk Insurance Program." Commercial property also includes specialized equipment insurance, which provides coverage for loss or damage resulting from the mechanical breakdown of boilers and machinery, and ocean and inland marine insurance, which provides coverage for goods in transit and unique, one-of-a-kind exposures.
- **General Liability.** Provides coverages for businesses against third-party claims arising from accidents occurring on their premises or arising out of their operations, including as a result of injuries sustained from products sold. Specialized liability policies may also include coverage for directors' and officers' liability arising in their official capacities, employment practices liability insurance, fiduciary liability for trustees and sponsors of pension, health and welfare, and other employee benefit plans, errors and omissions insurance for employees, agents, professionals and others arising from acts or failures to act under specified circumstances, as well as umbrella and excess insurance.
- **Commercial Multi-Peril.** Provides a combination of the property and liability coverages described in the foregoing product line descriptions.

### **International**

- Provides coverage for auto and motor (similar to automobile coverage in the United States), personal property, employers' liability (similar to workers' compensation coverage in the United States), public and product liability (the equivalent of general liability), professional indemnity (similar to professional liability coverage), commercial property, surety, marine, aviation, personal accident and kidnap & ransom. Marine provides coverage for ship hulls, cargoes carried, private yachts, marine-related liability, offshore energy, ports and terminals, fine art and terrorism. Aviation provides coverage for worldwide aviation risks including physical damage and

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liabilities for airline, aerospace, general aviation, aviation war and space risks. Personal accident provides financial protection in the event of death or disablement due to accidental bodily injury, while kidnap & ransom provides financial protection against kidnap, hijack, illegal detention and extortion. While the covered hazards may be similar to those in the U.S. market, the different legal environments can make the product risks and coverage terms potentially very different from those the Company faces in the United States.

**Net Retention Policy Per Risk**

The following discussion reflects the Company's retention policy with respect to the Business and International Insurance segment as of January 1, 2016. For third-party liability, Business and International Insurance generally limits its net retention, through the use of reinsurance, to a maximum of \$16.0 million per insured, per occurrence. For property exposures, Business and International Insurance generally limits its retained amount per risk to \$20.0 million per occurrence, net of reinsurance. Business and International Insurance generally retains its workers' compensation exposures. Reinsurance treaties often have aggregate limits or caps which may result in larger net per-risk retentions if the aggregate limits or caps are reached. Business and International Insurance utilizes facultative reinsurance to provide additional limits capacity or to reduce retentions on an individual risk basis. Business and International Insurance may also retain amounts greater than those described herein based upon the individual characteristics of the risk.

**Geographic Distribution**

The following table shows the geographic distribution of Business and International Insurance's direct written premiums for the year ended December 31, 2015:

<u>Location</u>	<u>% of Total</u>
Domestic:	
California	11.7%
New York	8.0
Texas	6.4
Illinois	4.6
Pennsylvania	3.7
New Jersey	3.6
Florida	3.2
Massachusetts	3.2
All other domestic(1)	44.7
Total domestic	<u>89.1</u>
International:	
Canada	7.4
All other international(1)	3.5
Total international	<u>10.9</u>
Total Business and International Insurance	<u>100.0%</u>

(1) No other single state or country accounted for 3.0% or more of the Business and International Insurance segment's direct written premiums in 2015.

## **Competition**

The insurance industry is represented in the commercial marketplace by many insurance companies of varying size as well as other entities offering risk alternatives, such as self-insured retentions or captive programs. Market competition works within the insurance regulatory framework to set the price charged for insurance products and the levels of coverage and service provided. A company's success in the competitive commercial insurance landscape is largely measured by its ability to profitably provide insurance and services, including claims handling and risk control, at prices and terms that retain existing customers and attract new customers.

### *Domestic*

Competitors typically write Select Accounts business through independent agents and, to a lesser extent, regional brokers, and as direct writers. Both national and regional property and casualty insurance companies compete in the Select Accounts market which generally comprises lower-hazard, "Main Street" business customers. Risks are underwritten and priced using standard industry practices and a combination of proprietary and standard industry product offerings. Competition in this market is primarily based on product offerings, service levels, ease of doing business and price.

Competitors typically write Middle Market business through independent agents and brokers. Several of Middle Market's operations require unique combinations of industry knowledge, customized coverage, specialized risk control and loss handling services, along with partnerships with agents and brokers that also focus on these markets. Competitors in this market are primarily national property and casualty insurance companies that write most classes of business using traditional products and pricing, and regional insurance companies. Companies compete based on product offerings, service levels, price and claim and loss prevention services. Efficiency through automation and rapid response time to agent, broker and customer needs is one key to success in this market.

In the National Accounts market, competition is based on price, product offerings, claim and loss prevention services, managed care cost containment, risk management information systems and collateral requirements. National Accounts primarily competes with national property and casualty insurance companies, as well as with other underwriters of property and casualty insurance in the alternative risk transfer market, such as self-insurance plans, captives managed by others, and a variety of other risk-financing vehicles and mechanisms. The residual market division competes for state contracts to provide claims and policy management services.

First Party and Specialized Distribution compete in focused target markets. Each of these markets is different and requires unique combinations of industry knowledge, customized coverage, specialized risk control and loss handling services, along with partnerships with agents and brokers that also focus on these markets. Some of these businesses compete with national carriers with similarly dedicated underwriting and marketing groups, whereas others compete with smaller regional companies. Each of these businesses has regional structures that allow them to deliver personalized service and local knowledge to their customer base. Specialized agents and brokers, including wholesale agents and program managers, supplement this strategy. In all of these businesses, the competitive strategy typically is the application of focused industry knowledge to insurance and risk needs.

### *International*

International competes with numerous international and domestic insurers in Canada, the United Kingdom, the Republic of Ireland and Brazil. Companies compete on the basis of price, product offerings and the level of claim and risk management services provided. The Company has developed expertise in various markets in these countries similar to those served in the United States and provides both property and casualty coverage for these markets.

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At Lloyd's, International competes with other syndicates operating in the Lloyd's market as well as international and domestic insurers in the various markets where the Lloyd's operation writes business worldwide. Competition is again based on price, product and service. The Company focuses on lines it believes it can underwrite effectively and profitably with an emphasis on short-tail insurance lines.

## BOND & SPECIALTY INSURANCE

The Bond & Specialty Insurance segment provides surety, fidelity, management liability, professional liability, and other property and casualty coverages and related risk management services to a wide range of primarily domestic customers, utilizing various degrees of financially-based underwriting approaches. The range of coverages includes performance, payment and commercial surety and fidelity bonds for construction and general commercial enterprises; management liability coverages including directors and officers liability, employee dishonesty, employment practices liability, fiduciary liability and cyber risk for public corporations, private companies and not-for-profit organizations; professional liability coverage for a variety of professionals including, among others, lawyers and design professionals; and management liability, professional liability, property, workers' compensation, auto and general liability for financial institutions.

### Selected Market and Product Information

The following table sets forth Bond & Specialty Insurance net written premiums by product line for the periods indicated. For a description of the product lines referred to in the table, see "Principal Markets and Methods of Distribution" and "Product Lines," respectively.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>% of Total 2015</u>
Fidelity and surety	\$ 952	\$ 963	\$ 918	45.7%
General liability	952	961	934	45.7
Other	177	179	178	8.6
<b>Total Bond &amp; Specialty Insurance</b>	<b>\$ 2,081</b>	<b>\$ 2,103</b>	<b>\$ 2,030</b>	<b>100.0%</b>

### Principal Markets and Methods of Distribution

Bond & Specialty Insurance distributes the vast majority of its products in the United States through approximately 5,900 of the same independent agencies and brokers that distribute the Business and International Insurance segment's products in the U.S. The Bond & Specialty Insurance segment, in conjunction with the Business and International Insurance segment, continues to make investments in enhanced technology utilizing internet-based applications to provide real-time interface capabilities with its independent agencies and brokers. Bond & Specialty Insurance builds relationships with well-established, independent insurance agencies and brokers. In selecting new independent agencies and brokers to distribute its products, Bond & Specialty Insurance considers, among other attributes, each agency's or broker's profitability, financial stability, staff experience and strategic fit with its operating and marketing plans. Once an agency or broker is appointed, its ongoing performance is closely monitored.

### Pricing and Underwriting

Bond & Specialty Insurance utilizes underwriting, claims, engineering, actuarial and product development disciplines for specific accounts and industries, in conjunction with extensive amounts of proprietary data gathered and analyzed over many years, to facilitate its risk selection process and develop pricing parameters. The Company utilizes both standard industry forms and proprietary forms for the insurance policies it issues.

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**Product Lines**

The Bond & Specialty Insurance segment writes the following types of coverages:

- **Fidelity and Surety.** Provides fidelity insurance coverage, which protects an insured for loss due to embezzlement or misappropriation of funds by an employee, and surety, which is a three-party agreement whereby the insurer agrees to pay a third party or make complete an obligation in response to the default, acts or omissions of an insured. Surety is generally provided for construction performance, legal matters such as appeals, trustees in bankruptcy and probate and other performance bonds.
- **General Liability.** Provides coverage for specialized liability exposures as described above in more detail in the "Business and International Insurance" section of this report, as well as cyber risk coverages.
- **Other.** Coverages include Property, Workers' Compensation, Commercial Automobile and Commercial Multi-Peril, which are described above in more detail in the "Business and International Insurance" section of this report.

**Net Retention Policy Per Risk**

The following discussion reflects the Company's retention policy with respect to the Bond & Specialty Insurance segment as of January 1, 2016. For third party liability, including but not limited to umbrella liability, professional liability, directors' and officers' liability, employment practices liability and cyber risk liability, Bond & Specialty Insurance generally limits net retentions to \$25.0 million per policy. For surety protection, where insured limits are often significant, Bond & Specialty Insurance generally retains up to \$115.0 million probable maximum loss (PML) per principal, after reinsurance, but may retain higher amounts based on the type of obligation, credit quality and other credit risk factors. Reinsurance treaties often have aggregate limits or caps which may result in larger net per risk retentions if the aggregate limits or caps are reached. Bond & Specialty Insurance utilizes facultative reinsurance to provide additional limits capacity or to reduce retentions on an individual risk basis. Bond & Specialty Insurance may also retain amounts greater than those described herein based upon the individual characteristics of the risk.

**Geographic Distribution**

The following table shows the geographic distribution of Bond & Specialty Insurance's direct written premiums for the year ended December 31, 2015:

<u>State</u>	<u>% of Total</u>
California	9.2%
Texas	7.5
New York	7.2
Florida	5.6
Illinois	4.7
Pennsylvania	4.3
Massachusetts	3.3
Ohio	3.2
All other(1)	55.0
Total	<u>100.0%</u>

(1) No other single state accounted for 3.0% or more of the Bond & Specialty Insurance segment's direct written premiums in 2015.

## Competition

The competitive landscape in which the Bond & Specialty Insurance segment operates is affected by many of the same factors described previously for the Business and International Insurance segment. Competitors in this market are primarily national property and casualty insurance companies that write most classes of business and, to a lesser extent, regional insurance companies and companies that have developed niche programs for specific industry segments.

Bond & Specialty Insurance underwrites and markets its products to all sizes of businesses and other organizations, as well as individuals. The Company believes that its reputation for timely and consistent decision making, a nationwide network of local underwriting, claims and industry experts and strong producer and customer relationships, as well as its ability to offer its customers a full range of products, provides Bond & Specialty Insurance an advantage over many of its competitors and enables it to compete effectively in a complex, dynamic marketplace. The Company believes that the ability of the Bond & Specialty Insurance segment to cross-sell its products to customers of the Business and International Insurance and Personal Insurance segments provides additional competitive advantages for the Company.

## PERSONAL INSURANCE

The Company's Personal Insurance segment writes a broad range of property and casualty insurance covering individuals' personal risks. The primary products of automobile and homeowners insurance are complemented by a broad suite of related coverages.

### Selected Product and Distribution Channel Information

The following table sets forth net written premiums for the Personal Insurance segment's business by product line for the periods indicated. For a description of the product lines referred to in the following table, see "—Product Lines." In addition, see "—Principal Markets and Methods of Distribution" for a discussion of distribution channels for Personal Insurance's product lines.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>% of Total 2015</u>
<b>By product line:</b>				
Automobile	\$ 3,700	\$ 3,390	\$ 3,370	49.6%
Homeowners and Other	3,757	3,775	3,855	50.4
Total Personal Insurance	<u>\$ 7,457</u>	<u>\$ 7,165</u>	<u>\$ 7,225</u>	<u>100.0%</u>

### Principal Markets and Methods of Distribution

Personal Insurance products are distributed primarily through approximately 11,100 active independent agencies located throughout the United States, supported by personnel in nine sales regions. In addition, sales and service are provided to customers through five contact centers. While the principal markets for Personal Insurance products continue to be in states along the East Coast, California and Texas, the business continues to expand its geographic presence across the United States. See "Competition" below for a discussion of the Company's newest private passenger automobile product, Quantum Auto 2.0.

In selecting new independent agencies to distribute its products, Personal Insurance considers, among other attributes, each agency's profitability, financial stability, staff experience and strategic fit with the segment's operating and marketing plans. Once an agency is appointed, Personal Insurance carefully monitors its performance.

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Agents can access the Company's agency service portal for a number of resources including customer service, marketing and claims management. In addition, agencies can choose to shift the ongoing service responsibility for Personal Insurance's customers to one of the Company's Customer Care Centers, where the Company provides, on behalf of an agency, a comprehensive array of customer service needs, including response to billing and coverage inquiries, and policy changes. Approximately 1,400 agents take advantage of this service alternative, for which they generally pay a fee.

Personal Insurance also distributes its products through additional channels, including corporations that make the company's product offerings available to their employees primarily through payroll deduction, consumer associations and affinity groups. Personal Insurance handles the sales and service for these programs either through a sponsoring independent agent or through the Company's contact center locations. In addition, since 1995, the Company has had a marketing agreement with GEICO to underwrite homeowners business for certain of their auto customers.

In 2009, the Company began marketing its insurance products directly to consumers, largely through online channels. The investment in the direct-to-consumer initiative has generated growing but still modest premium volume for Personal Insurance in recent years, reflective of the Company's targeted customer base. The direct-to-consumer initiative, while intended to enhance the Company's long-term ability to compete successfully in a consumer-driven marketplace, is expected to remain modest with respect to premium volume and remain unprofitable for a number of years.

### **Pricing and Underwriting**

Personal Insurance has developed a product management methodology that integrates the disciplines of underwriting, claim, actuarial and product development. This approach is designed to maintain high quality underwriting discipline and pricing segmentation. Proprietary data accumulated over many years is analyzed and Personal Insurance uses a variety of risk differentiation models to facilitate its pricing segmentation. The Company's product management area establishes underwriting guidelines integrated with its filed pricing and rating plans, which enable Personal Insurance to effectively execute its risk selection and pricing processes.

Pricing for personal automobile insurance is driven in large part by changes in the frequency of claims and by inflation in the cost of automobile repairs, medical care and litigation of liability claims. Pricing in the homeowners business is driven in large part by changes in the frequency of claims and by inflation in the cost of building supplies, labor and household possessions. In addition to the normal risks associated with any multiple peril coverage, the profitability and pricing of both homeowners and automobile insurance are affected by the incidence of natural disasters, particularly those related to weather and, for homeowners insurance, earthquakes. Insurers writing personal lines property and casualty policies may be unable to increase prices until some time after the costs associated with coverage have increased, primarily because of state insurance rate regulation. The pace at which an insurer can change rates in response to increased costs depends, in part, on whether the applicable state law requires prior approval of rate increases or notification to the regulator either before or after a rate change is imposed. In states with prior approval laws, rates must be approved by the regulator before being used by the insurer. In states having "file-and-use" laws, the insurer must file rate changes with the regulator, but does not need to wait for approval before using the new rates. A "use-and-file" law requires an insurer to file rates within a period of time after the insurer begins using the new rate. Approximately one-half of the states require prior approval of most rate changes. In addition, changes to methods of marketing and underwriting in some jurisdictions are subject to state-imposed restrictions, which can make it more difficult for an insurer to significantly manage catastrophe exposures.

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The Company's ability or willingness to raise prices, modify underwriting terms or reduce exposure to certain geographies may be limited due to considerations of public policy, the competitive environment, the evolving political environment and/or changes in the general economic climate. The Company also may choose to write business it might not otherwise write in some states for strategic purposes, such as improving access to other commercial or personal underwriting opportunities. In choosing to write business in some states, the Company also considers the costs and benefits of those states' residual markets and guaranty funds, as well as other property and casualty business the Company writes in those states.

### **Product Lines**

The primary coverages in Personal Insurance are personal automobile and homeowners and other insurance sold to individuals. Personal Insurance had approximately 6.4 million active policies (e.g., policies-in-force) at December 31, 2015.

The Personal Insurance segment writes the following types of coverages:

- **Personal Automobile** provides coverage for liability to others for both bodily injury and property damage, uninsured motorist protection, and for physical damage to an insured's own vehicle from collision, fire, flood, hail and theft. In addition, many states require policies to provide first-party personal injury protection, frequently referred to as no-fault coverage.
- **Homeowners and Other** provides protection against losses to residences and contents from a variety of perils (excluding flooding) as well as coverage for personal liability. The Company writes homeowners insurance for dwellings, condominiums and tenants, and rental properties. The Company also writes coverage for boats and yachts and valuable personal items such as jewelry, and also writes coverages for umbrella liability, identity fraud, and weddings and special events.

### **Net Retention Policy Per Risk**

The following discussion reflects the Company's retention policy with respect to the Personal Insurance segment as of January 1, 2016. Personal Insurance generally retains its primary personal auto exposures in their entirety. For personal property insurance, there is an \$8.0 million maximum retention per risk, net of reinsurance. Personal Insurance uses facultative reinsurance to provide additional limits capacity or to reduce retentions on an individual risk basis. Personal Insurance issues umbrella policies up to a maximum limit of \$10.0 million per risk. Personal Insurance may also retain amounts greater than those described herein based upon the individual characteristics of the risk.

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**Geographic Distribution**

The following table shows the geographic distribution of Personal Insurance's direct written premiums for the year ended December 31, 2015:

<u>State</u>	<u>% of Total</u>
New York	14.2%
Texas(1)	9.2
Pennsylvania	7.0
California	6.0
New Jersey	5.0
Georgia	4.9
Florida	4.8
Connecticut	4.4
Virginia	4.2
Maryland	3.2
South Carolina	3.0
All others(2)	34.1
Total	<u>100.0%</u>

- (1) The percentage for Texas includes business written by the Company through a fronting agreement with another insurer.
- (2) No other single state accounted for 3.0% or more of the Personal Insurance segment's direct written premiums in 2015.

**Competition**

Although national companies write the majority of this business, Personal Insurance also faces competition from many regional and hundreds of local companies. Personal Insurance primarily competes based on breadth of product offerings, price, service (including claims handling), ease of doing business, stability of the insurer and name recognition. Personal Insurance competes for business within each independent agency since these agencies also offer policies of competing companies. At the agency level, competition is primarily based on price, service (including claims handling), the level of automation and the development of long-term relationships with individual agents. In recent years, most independent personal insurance agents have begun utilizing price comparison rating technology, sometimes referred to as "comparative raters," as a cost-efficient means of obtaining quotes from multiple companies. Because the use of this technology facilitates the process of generating multiple quotes, the technology has increased price comparison on new business and, increasingly, on renewal business. Personal Insurance also competes with insurance companies that use exclusive agents or salaried employees to sell their products, as well as those that employ direct marketing strategies. See "Item 1A—Risk Factors—The intense competition that we face could harm our ability to maintain or increase our business volumes and our profitability" herein.

The Agency Automobile line of business has been negatively impacted by various factors, including the use of price comparison technology by agents and brokers as discussed above. The Company's actions in response to these factors have included, among other things, the reduction of claim adjustment and other insurance expenses, with the majority of the impact in the Agency Automobile line of business. Additionally, in the fourth quarter of 2013, the Company launched its newest private passenger automobile product, Quantum Auto 2.0, which has a lower base commission rate than the Company's prior Quantum Auto 1.0 product. These changes in cost structure enabled the Company to

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price Quantum Auto 2.0 more competitively while maintaining expected returns at appropriate levels over time. By December 31, 2015, the Company was offering Quantum Auto 2.0 in all of the states in which it had intended to introduce the product. All new accounts in these states are being written using Quantum Auto 2.0, and the product is available to agents at their discretion for existing accounts.

## **CLAIMS MANAGEMENT**

The Company's claim functions are managed through its Claims Services organization, with locations in the United States and in the other countries where it does business. With more than 11,000 employees, Claims Services employs a group of professionals with diverse skills, including claim adjusters, appraisers, attorneys, investigators, engineers, accountants, system specialists and training, management and support personnel. Approved external service providers, such as investigators, attorneys and, in the rare circumstances when necessary, independent adjusters and appraisers, are available for use as appropriate.

U.S. field claim management teams located in 21 claim centers and 53 satellite and specialty-only offices in 45 states are organized to maintain focus on the specific claim characteristics unique to the businesses within the Company's business segments. Claim teams with specialized skills, required licenses, resources and workflows are matched to the unique exposures of those businesses, with local claims management dedicated to achieving optimal results within each segment. The Company's home office operations provide additional support in the form of workflow design, quality management, information technology, advanced management information and data analysis, training, financial reporting and control, and human resources strategy. This structure permits the Company to maintain the economies of scale of a large, established company while retaining the agility to respond promptly to the needs of customers, brokers, agents and underwriters. Claims management for International, while generally provided locally by staff in the respective international locations due to local knowledge of applicable laws and regulations, is also managed by the Company's Claims Services organization in the U.S. to leverage that knowledge base and to share best practices.

An integral part of the Company's strategy to benefit customers and shareholders is its continuing industry leadership in the fight against insurance fraud through its Investigative Services unit. The Company has a nationwide staff of experts who investigate a wide array of insurance fraud schemes using in-house forensic resources and other technological tools. This staff also has specialized expertise in fire scene examinations, medical provider fraud schemes and data mining. The Company also dedicates investigative resources to ensure that violations of law are reported to and prosecuted by law enforcement agencies.

Claims Services uses technology, management information and data analysis to assist the Company in reviewing its claim practices and results in order to evaluate and improve its claims management performance. The Company's claims management strategy is focused on segmentation of claims and appropriate technical specialization to drive effective claim resolution. The Company continually monitors its investment in claim resources to maintain an effective focus on claim outcomes and a disciplined approach to continual improvement. The Company operates a state-of-the-art claims training facility which offers hands-on experiential learning to help ensure that its claim professionals are properly trained. In recent years, the Company has invested significant additional resources in many of its claim handling operations and routinely monitors the effect of those investments to ensure a consistent optimization among outcomes, cost and service.

Claims Services' catastrophe response strategy is to respond to a significant catastrophic event using its own personnel, enabling it to minimize reliance on independent adjusters and appraisers. The Company has developed a large dedicated catastrophe response team and trained a large Enterprise Response Team of existing employees who can be deployed on short notice in the event of a catastrophe that generates claim volume exceeding the capacity of the dedicated catastrophe response team. In recent years, these internal resources were successfully deployed to respond to a record number of catastrophe claims.

## REINSURANCE

The Company reinsures a portion of the risks it underwrites in order to manage its exposure to losses and to protect its capital. The Company cedes to reinsurers a portion of these risks and pays premiums based upon the risk and exposure of the policies subject to such reinsurance. The Company utilizes a variety of reinsurance agreements to manage its exposure to large property and casualty losses, including catastrophe, treaty, facultative and quota share reinsurance. Ceded reinsurance involves credit risk, except with regard to mandatory pools and associations, and is predominantly subject to aggregate loss limits. Although the reinsurer is liable to the Company to the extent of the reinsurance ceded, the Company remains liable as the direct insurer on all risks reinsured. Reinsurance recoverables are reported after reductions for known insolvencies and after allowances for uncollectible amounts. The Company also holds collateral, including trust agreements, escrow funds and letters of credit, under certain reinsurance agreements. The Company monitors the financial condition of reinsurers on an ongoing basis and reviews its reinsurance arrangements periodically. Reinsurers are selected based on their financial condition, business practices, the price of their product offerings and the value of collateral provided. After reinsurance is purchased, the Company has limited ability to manage the credit risk to a reinsurer. In addition, in a number of jurisdictions, particularly the European Union and the United Kingdom, a reinsurer is permitted to transfer a reinsurance arrangement to another reinsurer, which may be less creditworthy, without a counterparty's consent, provided that the transfer has been approved by the applicable regulatory and/or court authority.

For additional information regarding reinsurance, see note 5 of notes to the consolidated financial statements and "Item 1A—Risk Factors" herein. For a description of reinsurance-related litigation, see note 16 of notes to the consolidated financial statements herein.

### Catastrophe Reinsurance

Catastrophes can be caused by a variety of events, including, among others, hurricanes, tornadoes and other windstorms, earthquakes, hail, wildfires, severe winter weather, floods, tsunamis, volcanic eruptions and other naturally-occurring events, such as solar flares. Catastrophes can also result from terrorist attacks and other intentionally destructive acts including those involving nuclear, biological, chemical, radiological, cyber-attacks, explosions and infrastructure failures. The incidence and severity of catastrophes are inherently unpredictable. The extent of losses from a catastrophe is a function of both the total amount of insured exposure in the area affected by the event and the severity of the event. Most catastrophes are restricted to small geographic areas; however, hurricanes and earthquakes may produce significant damage in larger areas, especially those areas that are heavily populated. The Company generally seeks to manage its exposure to catastrophes through individual risk selection and the purchase of catastrophe reinsurance. The following discussion summarizes the Company's catastrophe reinsurance coverage at December 31, 2015.

*Corporate Catastrophe Excess-of-Loss Reinsurance Treaty.* This treaty covers the accumulation of certain property losses arising from one or multiple occurrences for the period January 1, 2016 through and including December 31, 2016: 75% (\$1.5 billion) of qualifying losses covered by the treaty and 25% (\$500 million) of qualifying losses retained by the Company part of \$2.0 billion excess of \$3.0 billion. Qualifying losses for each occurrence are after a \$100 million deductible. The treaty covers all of the Company's exposures in the United States and Canada and their territories and possessions, the Caribbean Islands, Mexico and all waters contiguous thereto. The treaty only provides coverage for terrorism events in limited circumstances and excludes entirely losses arising from nuclear, biological, chemical or radiological attacks.

*Catastrophe Bonds.* The Company has catastrophe protection through two indemnity reinsurance agreements with Long Point Re III Ltd. (Long Point Re III), an independent Cayman Islands company licensed as a Class C insurer in the Cayman Islands. The reinsurance agreements expire in May 2016

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and May 2018, respectively, and both agreements meet the requirements to be accounted for as reinsurance in accordance with the guidance for reinsurance contracts. In connection with the reinsurance agreements, Long Point Re III issued notes (generally referred to as "catastrophe bonds") to investors in amounts equal to the full coverage provided under the reinsurance agreements as described below. The proceeds of both issuances were deposited in reinsurance trust accounts. The businesses covered by these reinsurance agreements are subsets of the Company's overall insurance portfolio, comprising specified property coverages spread across the following geographic locations: Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Virginia and Vermont.

One reinsurance agreement with Long Point Re III expires in May 2016 and provides coverage of up to \$300 million to the Company for certain losses from hurricanes in the locations listed above. The Company will be entitled to begin recovering amounts under this reinsurance agreement if the losses in the covered area for a single occurrence reach an initial attachment amount of \$1.058 billion. The full \$300 million coverage amount is available on a proportional basis until such covered losses reach a maximum \$1.608 billion. The coverage under the reinsurance agreement is limited to specified property coverage written in the Company's Personal Insurance segment, and within Select Accounts and Commercial Accounts in the Company's Business and International Insurance segment.

The other reinsurance agreement was entered into in May 2015 in connection with Long Point Re III's offering to unrelated investors of \$300 million aggregate principal amount of catastrophe bonds. This reinsurance agreement expires in May 2018 and provides coverage of up to \$300 million to the Company for losses from tropical cyclones, earthquakes, severe thunderstorms or winter storms in the locations listed above. The attachment point and maximum limit under this agreement will be reset annually to adjust the expected loss of the layer within a predetermined range. For the period May 16, 2015 through and including May 15, 2016, the Company will be entitled to begin recovering amounts under the reinsurance agreement if the losses in the covered area for a single occurrence reach an initial attachment amount of \$2.0 billion. The full \$300 million coverage amount is available on a proportional basis until such covered losses reach a maximum \$2.50 billion. The coverage under the reinsurance agreement is limited to specified property coverage written in the Company's Personal Insurance segment; Select Accounts, Middle Market (excluding Excess Casualty and Global Partner Services), First Party (excluding Boiler & Machinery) and Specialized Distribution in the Company's Business and International Insurance segment; and Bond & Specialty Insurance Other in the Company's Bond & Specialty Insurance segment.

Under the terms of both reinsurance agreements, the Company is obligated to pay annual reinsurance premiums to Long Point Re III for the reinsurance coverage. Amounts payable to the Company under both reinsurance agreements with respect to any covered event cannot exceed the Company's actual losses from such event. The principal amount of the respective catastrophe bond will be reduced by any amounts paid to the Company under the respective reinsurance agreement.

As with any reinsurance agreement, there is credit risk associated with collecting amounts due from reinsurers. With regard to Long Point Re III, the credit risk is mitigated by reinsurance trust accounts that have been funded by Long Point Re III with money market funds that invest solely in direct government obligations and obligations backed by the U.S. government with maturities of no more than 13 months. The money market funds must have a principal stability rating of at least AAAm by Standard & Poor's on the issuance date of the bonds and thereafter must be rated by Standard & Poor's. Other permissible investments include money market funds which invest in repurchase and reverse repurchase agreements collateralized by direct government obligations and obligations of any agency backed by the U.S. government with terms of no more than 397 calendar days, and cash.

At the time the agreements were entered into with Long Point Re III, the Company evaluated the applicability of the accounting guidance that addresses variable interest entities or VIEs. Under this

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guidance, an entity that is formed for business purposes is considered a VIE if: (a) the equity investors lack the direct or indirect ability through voting rights or similar rights to make decisions about an entity's activities that have a significant effect on the entity's operations, or (b) the equity investors do not provide sufficient financial resources for the entity to support its activities. Additionally, a company that absorbs a majority of the expected losses from a VIE's activities or is entitled to receive a majority of the entity's expected residual returns, or both, is considered to be the primary beneficiary of the VIE and is required to consolidate the VIE in the company's financial statements.

As a result of the evaluation of the reinsurance agreements with Long Point Re III, the Company concluded that it was a VIE because the conditions described in items (a) and (b) above were present. However, while Long Point Re III was determined to be a VIE, the Company concluded that it did not have a variable interest in the entity, as the variability in its results, caused by the reinsurance agreements, is expected to be absorbed entirely by the investors in the catastrophe bonds issued by Long Point Re III and residual amounts earned by it, if any, are expected to be absorbed by the equity investors (the Company has neither an equity nor a residual interest in Long Point Re III).

Accordingly, the Company is not the primary beneficiary of Long Point Re III and does not consolidate that entity in the Company's consolidated financial statements. Additionally, because the Company has no intention to pursue any transaction that would result in it acquiring interest in and becoming the primary beneficiary of Long Point Re III, the consolidation of that entity in the Company's consolidated financial statements in future periods is unlikely.

The Company has not incurred any losses that have resulted or are expected to result in a recovery under the Long Point Re III agreements since their inception.

*Northeast General Catastrophe Reinsurance Treaty.* This northeast general catastrophe treaty provides up to \$800 million part of \$850 million of coverage, subject to a \$2.25 billion retention, for certain losses arising from hurricanes, tornados, hail storms, earthquakes and winter storm or freeze losses from Virginia to Maine for the period July 1, 2015 through and including June 30, 2016. Losses from a covered event (occurring over several days) anywhere in the United States, Canada, the Caribbean and Mexico and waters contiguous thereto may be used to satisfy the retention. Recoveries (if any) under the catastrophe bonds described above would be first applied to reduce losses subject to this treaty.

*Middle Markets Earthquake Catastrophe Excess-of-Loss Reinsurance Treaty.* This earthquake excess-of-loss treaty provides for up to \$150 million part of \$165 million of coverage, subject to a \$60 million retention, for losses arising from an earthquake, including fire following and sprinkler leakage incurred under policies written by Technology, Public Sector Services and Commercial Accounts in the Company's Business and International Insurance segment for the period July 1, 2015 through and including June 30, 2016.

*Personal Insurance Earthquake Excess-of-Loss Reinsurance Treaty.* This earthquake excess-of-loss treaty provides for up to \$200 million of coverage, subject to a \$150 million retention, for losses arising from an earthquake, including fire following and sprinkler leakage incurred under policies written by the Company's Personal Insurance segment for the period January 1, 2016 through December 31, 2016.

*Canadian Property Catastrophe Excess-of-Loss Reinsurance Contract.* This contract covers the accumulation of net property losses arising out of one occurrence on business written by the Company's Canadian businesses for the period July 1, 2015 through and including June 30, 2016. The treaty covers all property written by the Company's Canadian businesses for Canadian insureds, including, but not limited to, habitation property, commercial property, inland marine, ocean marine and auto physical damages exposures, with respect to risks located worldwide, written for Canadian insureds. The treaty provides coverage for 100% of loss retained in excess of C\$100 million (US\$72 million at December 31, 2015), up to C\$800 million (US\$578 million at December 31, 2015).

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*Other International Reinsurance Treaties.* For other business underwritten in Canada, as well as for business written in the United Kingdom, the Republic of Ireland, Brazil and in the Company's operations at Lloyd's, separate reinsurance protections are purchased locally that have lower net retentions more commensurate with the size of the respective local balance sheet. The Company conducts an ongoing review of its risk and catastrophe coverages and makes changes as it deems appropriate.

*Terrorism Risk Insurance Program.* The Terrorism Risk Insurance Program is a Federal program administered by the Department of the Treasury authorized through December 31, 2020 that provides for a system of shared public and private compensation for certain insured losses resulting from certified acts of terrorism. For a further description of the program, including the Company's estimated deductible under the program in 2016, see note 5 of notes to the consolidated financial statements and "Item 1A—Risk Factors—Catastrophe losses could materially and adversely affect our results of operations, our financial position and/or liquidity, and could adversely impact our ratings, our ability to raise capital and the availability and cost of reinsurance" herein.

## **CLAIMS AND CLAIM ADJUSTMENT EXPENSE RESERVES**

Claims and claim adjustment expense reserves represent management's estimate of ultimate unpaid costs of losses and loss adjustment expenses for claims that have been reported and claims that have been incurred but not yet reported.

The Company continually refines its reserve estimates as part of a regular ongoing process that includes review of key assumptions, underlying variables and historical loss experience. The Company reflects adjustments to reserves in the results of operations in the periods in which the estimates are changed. In establishing reserves, the Company takes into account estimated recoveries for reinsurance, salvage and subrogation. The reserves are also reviewed regularly by qualified actuaries employed by the Company. For additional information on the process of estimating reserves and a discussion of underlying variables and risk factors, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates."

The process of estimating loss reserves involves a high degree of judgment and is subject to a number of variables. These variables (discussed by product line in the "Critical Accounting Estimates" section of "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations") are affected by both internal and external events, such as changes in claims handling procedures, inflation, judicial trends and legislative changes, among others. The impact of many of these items on ultimate costs for claims and claim adjustment expenses is difficult to estimate. Reserve estimation difficulties also differ significantly by product line due to differences in the underlying insurance contract (e.g., claims-made versus occurrence), claim complexity, the volume of claims, the potential severity of individual claims, the determination of the occurrence date for a claim, and reporting lags (the time between the occurrence of the insured event and when it is actually reported to the insurer). Informed judgment is applied throughout the process.

The Company derives estimates for unreported claims and development with respect to reported claims principally from actuarial analyses of historical patterns of loss development by accident year for each type of exposure and business unit. Similarly, the Company derives estimates of unpaid loss adjustment expenses principally from actuarial analyses of historical development patterns of the relationship of loss adjustment expenses to losses for each line of business and type of exposure. For a description of the Company's reserving methods for asbestos and environmental claims, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Asbestos Claims and Litigation," and "—Environmental Claims and Litigation."

Certain of the Company's claims and claim adjustment expense reserves are discounted to present value. See note 1 of notes to the consolidated financial statements herein for further discussion.

### Claims and Claim Adjustment Expense Development Table

The table that follows sets forth the year-end reserves from 2005 through 2015 and the subsequent changes in those reserves, presented on a historical basis. The original estimates, cumulative amounts paid and re-estimated reserves in the table for 2005 through 2012 have not been restated to reflect the acquisition of Dominion in November 2013 or the acquisition of Travelers Participações em Seguros Brasil S.A. in October 2015. The table includes Dominion's reserves beginning at December 31, 2013 and Travelers Participações em Seguros Brasil S.A.'s reserves beginning at December 31, 2015.

The data in the table is presented in accordance with reporting requirements of the Securities and Exchange Commission (SEC). Care must be taken to avoid misinterpretation by those unfamiliar with this information or familiar with other data commonly reported by the insurance industry. The data in the table is not accident year data, but rather a display of 2005 to 2015 year-end reserves and the subsequent changes in those reserves.

For instance, the cumulative deficiency or redundancy shown in the table for each year represents the aggregate amount by which original estimates of reserves as of that year-end have changed in subsequent years. Accordingly, the cumulative deficiency or redundancy for a year relates only to reserves at that year-end and those amounts are not additive. Expressed another way, if the original reserves at the end of 2005 included \$4 million for a loss that is finally paid in 2009 for \$5 million, the \$1 million deficiency (the excess of the actual payment of \$5 million over the original estimate of \$4 million) would be included as a reduction in the cumulative redundancies in each of the years 2005 to 2008 shown in the accompanying table.

Various factors may distort the re-estimated reserves and cumulative deficiency or redundancy shown in the table. For example, each year is impacted by claims on policies written prior to the mid-1980's involving liability exposures such as asbestos and environmental claims. In the post-1984 period, the Company has developed more stringent underwriting standards and policy exclusions and has significantly contracted or terminated the writing of these risks. See "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Asbestos Claims and Litigation," and "—Environmental Claims and Litigation." General conditions and trends that have affected the development of these liabilities in the past will not necessarily recur in the future.

Other factors that affect the data in the table include the discounting of certain reserves (as discussed above) and the use of retrospectively rated insurance policies. For example, reserves for long-term disability and annuity claim payments (tabular reserves), primarily arising from workers' compensation insurance and workers' compensation excess insurance policies, are discounted to reflect the time value of money. Apparent deficiencies will continue to occur as the discount on these workers' compensation reserves is accreted at a 5% interest rate. Also, a portion of National Accounts business is underwritten with retrospectively rated insurance policies in which the ultimate loss experience is primarily borne by the insured. For this business, increases in loss experience result in an increase in reserves and an offsetting increase in amounts recoverable from insureds. Likewise, decreases in loss experience result in a decrease in reserves and an offsetting decrease in amounts recoverable from these insureds. The amounts recoverable on these retrospectively rated policies mitigate the impact of the cumulative deficiencies or redundancies on the Company's earnings but are not reflected in the table.

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Because of these and other factors, it is difficult to develop a meaningful extrapolation of estimated future redundancies or deficiencies in loss reserves from the data in the table.

(at December 31, in millions)	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Reserves for claims and claim adjustment expense originally estimated	\$ 42,895	\$ 42,844	\$ 43,098	\$ 41,312	\$ 40,941	\$ 40,255	\$ 40,919	\$ 40,634	\$ 41,585	\$ 41,036	\$ 39,823
Cumulative amounts paid as of											
One year later	8,632	7,417	8,146	7,519	7,748	7,653	8,326	8,416	8,099	8,669	
Two years later	13,837	13,181	12,798	12,454	12,374	12,567	13,447	13,452	14,033		
Three years later	18,466	16,545	16,264	15,668	15,708	16,081	17,049	17,701			
Four years later	21,025	19,113	18,524	18,053	18,126	18,634	20,239				
Five years later	22,992	20,820	20,244	19,824	19,957	21,082					
Six years later	24,423	22,205	21,609	21,319	21,966						
Seven years later	25,616	23,381	22,869	23,075							
Eight years later	26,675	24,534	24,492								
Nine years later	27,741	26,059									
Ten years later	29,196										
Reserves re-estimated as of											
One year later	42,466	42,172	41,373	39,863	39,524	39,413	39,845	39,690	40,628	40,139	
Two years later	42,311	40,837	39,925	38,640	38,421	38,393	38,964	38,931	39,875		
Three years later	41,692	39,739	38,842	37,613	37,539	37,576	38,402	38,511			
Four years later	40,855	38,734	38,223	36,892	36,889	37,179	38,196				
Five years later	40,026	38,409	37,716	36,361	36,605	37,046					
Six years later	39,849	38,134	37,323	36,240	36,516						
Seven years later	39,694	37,858	37,356	36,190							
Eight years later	39,518	37,977	37,388								
Nine years later	39,705	38,031									
Ten years later	39,847										
Cumulative redundancy	(3,048)	(4,813)	(5,710)	(5,122)	(4,425)	(3,209)	(2,723)	(2,123)	(1,710)	(897)	
Gross liability—end of year	\$ 61,461	\$ 59,677	\$ 58,094	\$ 55,121	\$ 53,529	\$ 51,537	\$ 51,353	\$ 50,888	\$ 50,865	\$ 49,824	\$ 48,272
Reinsurance recoverables	18,566	16,833	14,996	13,809	12,588	11,282	10,434	10,254	9,280	8,788	8,449
Net liability—end of year	\$ 42,895	\$ 42,844	\$ 43,098	\$ 41,312	\$ 40,941	\$ 40,255	\$ 40,919	\$ 40,634	\$ 41,585	\$ 41,036	\$ 39,823
Gross re-estimated liability-latest	\$ 57,819	\$ 53,514	\$ 51,099	\$ 48,527	\$ 47,783	\$ 47,443	\$ 48,092	\$ 49,022	\$ 49,171	\$ 49,068	
Re-estimated reinsurance recoverables-latest	17,972	15,483	13,711	12,337	11,267	10,397	9,896	10,511	9,296	8,929	
Net re-estimated liability-latest	\$ 39,847	\$ 38,031	\$ 37,388	\$ 36,190	\$ 36,516	\$ 37,046	\$ 38,196	\$ 38,511	\$ 39,875	\$ 40,139	
Gross cumulative redundancy	\$ (3,642)	\$ (6,163)	\$ (6,995)	\$ (6,594)	\$ (5,746)	\$ (4,094)	\$ (3,261)	\$ (1,866)	\$ (1,694)	\$ (756)	

For years prior to 2013, the table excludes reserves of Dominion, which were acquired by the Company on November 1, 2013. Accordingly, the reserve development for years prior to 2013 does not include reserve development recorded by Dominion. At December 31, 2013, Dominion's gross reserves were \$2,110 million, and net reserves were \$1,779 million. For years prior to 2015, the table excludes the reserves of Travelers Participações em Seguros Brasil S.A., which were acquired by the Company on October 1, 2015. Accordingly, the reserve development for years prior to 2015 does not include reserve development recorded by Travelers Participações em Seguros Brasil S.A. At December 31, 2015, those gross reserves were \$3 million, and net reserves were \$2 million.

In December 2008, the Company completed the sale of Unionamerica Holdings Limited (Unionamerica), which comprised its United Kingdom-based runoff insurance and reinsurance businesses. Immediately before the sale, the claims and claim adjustment expense reserves of Unionamerica totaled \$790 million. As a result of the sale, those obligations ceased being the responsibility of the Company and its affiliates. The sale is reflected in the table as a reduction in December 31, 2008 net reserves of \$790 million and as a \$790 million increase in paid losses for each of the years 2005 through 2007 to reflect the transfer (payment) of the reserves to the buyer, resulting in no impact to incurred losses.

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The gross and net cumulative redundancy by calendar year as set forth in the table above includes the following impact of unfavorable prior year reserve development related to asbestos and environmental claims and claim adjustment expenses, in millions:

<u>Asbestos</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Gross	\$ 1,840	\$ 1,643	\$ 1,644	\$ 1,574	\$ 1,389	\$ 1,127	\$ 932	\$ 761	\$ 571	\$ 313
Net	\$ 1,565	\$ 1,409	\$ 1,409	\$ 1,339	\$ 1,154	\$ 1,014	\$ 839	\$ 664	\$ 474	\$ 224

<u>Environmental</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Gross	\$ 931	\$ 823	\$ 641	\$ 556	\$ 471	\$ 426	\$ 346	\$ 247	\$ 175	\$ 81
Net	\$ 885	\$ 765	\$ 580	\$ 495	\$ 425	\$ 390	\$ 314	\$ 224	\$ 159	\$ 72

### Reserves on Statutory Accounting Basis

At December 31, 2015, 2014 and 2013, claims and claim adjustment expense reserves (net of reinsurance) shown in the preceding table, which are prepared in accordance with U.S. generally accepted accounting principles (GAAP reserves), were \$41 million higher, \$29 million higher and \$17 million higher respectively, than those reported in the Company's respective annual reports filed with insurance regulators, which are prepared in accordance with statutory accounting practices (statutory reserves).

The differences between GAAP and statutory reserves are primarily due to the differences in GAAP and statutory accounting for two items: (1) fees associated with billing of required reimbursements under large deductible business, and (2) the accounting for retroactive reinsurance. For large deductible business, the Company pays the deductible portion of a casualty insurance claim and then seeks reimbursement from the insured, plus a fee. This fee is reported as fee income for GAAP reporting, but as an offset to claim expenses paid for statutory reporting. Retroactive reinsurance balances result from reinsurance placed to cover losses on insured events occurring prior to the inception of a reinsurance contract. For GAAP reporting, retroactive reinsurance balances are included in reinsurance recoverables and result in lower net reserve amounts. Statutory accounting practices require retroactive reinsurance balances to be recorded in other liabilities as contra-liabilities rather than in loss reserves.

### Asbestos and Environmental Claims

Asbestos and environmental claims are segregated from other claims and are handled separately by the Company's Special Liability Group, a separate unit staffed by dedicated legal, claim, finance and engineering professionals. For additional information on asbestos and environmental claims, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Asbestos Claims and Litigation" and "—Environmental Claims and Litigation."

### INTERCOMPANY REINSURANCE POOLING ARRANGEMENTS

Most of the Company's domestic insurance subsidiaries are members of an intercompany property and casualty reinsurance pooling arrangement. Pooling arrangements permit the participating companies to rely on the capacity of the entire pool's statutory capital and surplus rather than just on its own statutory capital and surplus. Under such arrangements, the members share substantially all insurance business that is written and allocate the combined premiums, losses and expenses.

### RATINGS

Ratings are an important factor in assessing the Company's competitive position in the insurance industry. The Company receives ratings from the following major rating agencies: A.M. Best Company (A.M. Best), Fitch Ratings (Fitch), Moody's Investors Service (Moody's) and Standard & Poor's Corp.

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(S&P). Rating agencies typically issue two types of ratings for insurance companies: claims-paying (or financial strength) ratings which reflect the rating agency's assessment of an insurer's ability to meet its financial obligations to policyholders, and debt ratings, which reflect the rating agency's assessment of a company's prospects for repaying its debts and are considered by lenders in connection with the setting of interest rates and terms for a company's short- and long-term borrowings. Agency ratings are not a recommendation to buy, sell or hold any security, and they may be revised or withdrawn at any time by the rating agency. Each agency's rating should be evaluated independently of any other agency's rating. The system and the number of rating categories can vary widely from rating agency to rating agency. Customers usually focus on claims-paying ratings, while creditors focus on debt ratings. Investors use both to evaluate a company's overall financial strength. The ratings issued on the Company or its subsidiaries by any of these agencies are announced publicly and are available on the Company's website and from the agencies.

A downgrade in one or more of the Company's claims-paying ratings could negatively impact the Company's business volumes and competitive position because demand for certain of its products may be reduced, particularly because some customers require that the Company maintain minimum ratings to enter into, maintain or renew business with it.

Additionally, a downgrade in one or more of the Company's debt ratings could adversely impact the Company's ability to access the capital markets and other sources of funds, including in the syndicated bank loan market, and/or result in higher financing costs. For example, downgrades in the Company's debt ratings could result in higher interest expense under the Company's revolving credit agreement (under which the cost of borrowing could range from LIBOR plus 87.5 basis points to LIBOR plus 150 basis points, depending on the Company's debt ratings), the Company's commercial paper program, or in the event that the Company were to access the capital markets by issuing debt or similar types of securities. See "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" for a discussion of the Company's revolving credit agreement and commercial paper program. The Company considers the level of increased cash funding requirements in the event of a ratings downgrade as part of the evaluation of the Company's liquidity requirements. The Company currently believes that a one- to two-notch downgrade in its debt ratings would not result in a material increase in interest expense under its existing credit agreement and commercial paper programs. In addition, the Company considers the impact of a ratings downgrade as part of the evaluation of its common share repurchases.

### ***Claims—Paying Ratings***

The following table summarizes the current claims-paying (or financial strength) ratings of the Travelers Reinsurance Pool, Travelers C&S Co. of America, Travelers Personal Insurance single state companies, Travelers C&S Co. of Europe, Ltd., Travelers Insurance Company of Canada, The

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Dominion of Canada General Insurance Company and Travelers Insurance Company Limited as of February 11, 2016. The table presents the position of each rating in the applicable agency's rating scale.

	<u>A.M. Best</u>	<u>Moody's</u>	<u>S&amp;P</u>	<u>Fitch</u>
Travelers Reinsurance Pool(a)(b)	A++ (1 <sup>st</sup> of 16)	Aa2 (3 <sup>rd</sup> of 21)	AA (3 <sup>rd</sup> of 21)	AA (3 <sup>rd</sup> of 21)
Travelers C&S Co. of America	A++ (1 <sup>st</sup> of 16)	Aa2 (3 <sup>rd</sup> of 21)	AA (3 <sup>rd</sup> of 21)	AA (3 <sup>rd</sup> of 21)
First Floridian Auto and Home Ins. Co. The Premier Insurance Company of Massachusetts	A- (4 <sup>th</sup> of 16) A (3 <sup>rd</sup> of 16)	— —	— —	AA (3 <sup>rd</sup> of 21) —
Travelers C&S Co. of Europe, Ltd.	A++ (1 <sup>st</sup> of 16)	Aa2 (3 <sup>rd</sup> of 21)	AA (3 <sup>rd</sup> of 21)	—
Travelers Insurance Company of Canada The Dominion of Canada General Insurance Company	A++ (1 <sup>st</sup> of 16) A (3 <sup>rd</sup> of 16)	— —	AA- (4 <sup>th</sup> of 21) —	— —
Travelers Insurance Company Limited	A (3 <sup>rd</sup> of 16)	—	AA (3 <sup>rd</sup> of 21)	—

- (a) The Travelers Reinsurance Pool consists of: The Travelers Indemnity Company, The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company of Connecticut, The Travelers Indemnity Company of America, Travelers Property Casualty Company of America, Travelers Commercial Casualty Company, TravCo Insurance Company, The Travelers Home and Marine Insurance Company, Travelers Casualty and Surety Company, Northland Insurance Company, Northfield Insurance Company, Northland Casualty Company, American Equity Specialty Insurance Company, The Standard Fire Insurance Company, The Automobile Insurance Company of Hartford, Connecticut, Travelers Casualty Insurance Company of America, Farmington Casualty Company, Travelers Commercial Insurance Company, Travelers Casualty Company of Connecticut, Travelers Property Casualty Insurance Company, Travelers Personal Security Insurance Company, Travelers Personal Insurance Company, Travelers Excess and Surplus Lines Company, St. Paul Fire and Marine Insurance Company, St. Paul Surplus Lines Insurance Company, The Travelers Casualty Company, St. Paul Protective Insurance Company, Travelers Constitution State Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Discover Property & Casualty Insurance Company, Discover Specialty Insurance Company and United States Fidelity and Guaranty Company.
- (b) The following affiliated companies are 100% reinsured by one of the pool participants noted in (a) above: Fidelity and Guaranty Insurance Company, Gulf Underwriters Insurance Company, American Equity Insurance Company, Select Insurance Company, The Travelers Lloyds Insurance Company and Travelers Lloyds of Texas Insurance Company.

**Debt Ratings**

The following table summarizes the current debt, trust preferred securities and commercial paper ratings of the Company and its subsidiaries as of February 11, 2016. The table also presents the position of each rating in the applicable agency's rating scale.

	<u>A.M. Best</u>	<u>Moody's</u>	<u>S&amp;P</u>	<u>Fitch</u>
Senior debt	a+ (5 <sup>th</sup> of 22)	A2 (6 <sup>th</sup> of 21)	A (6 <sup>th</sup> of 22)	A (6 <sup>th</sup> of 22)
Subordinated debt	a- (7 <sup>th</sup> of 22)	A3 (7 <sup>th</sup> of 21)	A- (7 <sup>th</sup> of 22)	BBB+ (8 <sup>th</sup> of 22)
Junior subordinated debt	bbb+ (8 <sup>th</sup> of 22)	A3 (7 <sup>th</sup> of 21)	BBB+ (8 <sup>th</sup> of 22)	BBB+ (8 <sup>th</sup> of 22)
Trust preferred securities	bbb+ (8 <sup>th</sup> of 22)	A3 (7 <sup>th</sup> of 21)	BBB+ (8 <sup>th</sup> of 22)	BBB+ (8 <sup>th</sup> of 22)
Commercial paper	AMB-1+(1 <sup>st</sup> of 6)	P-1 (1 <sup>st</sup> of 4)	A-1 (2 <sup>nd</sup> of 10)	F-1 (2 <sup>nd</sup> of 8)

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**Rating Agency Actions**

The following rating agency actions were taken with respect to the Company from February 12, 2015, the date on which the Company filed its Annual Report on Form 10-K for the year ended December 31, 2014, through February 11, 2016:

- On May 28, 2015, A.M. Best affirmed all ratings of the Company, except for Travelers Insurance Company Limited, which were affirmed on December 4, 2015. The outlook for all ratings is stable.
- On June 9, 2015, Fitch affirmed all ratings of the Company. The outlook for all ratings is stable.
- On August 28, 2015, Fitch affirmed all ratings of the Company. The outlook for all ratings is stable.
- On December 2, 2015, Fitch affirmed all ratings of the Company. The outlook for all ratings is stable.

**INVESTMENT OPERATIONS**

The majority of funds available for investment are deployed in a widely diversified portfolio of high quality, liquid, taxable U.S. government, tax-exempt U.S. municipal and taxable corporate and U.S. agency mortgage-backed bonds. The Company closely monitors the duration of its fixed maturity investments, and the Company's investment purchases and sales are executed with the objective of having adequate funds available to satisfy its insurance and debt obligations. Generally, the expected principal and interest payments produced by the Company's fixed maturity portfolio adequately fund the estimated runoff of the Company's insurance reserves. The Company's management of the duration of the fixed maturity investment portfolio, including its use of Treasury futures at times, has produced a duration that is less than the estimated duration of the Company's net insurance liabilities. The substantial amount by which the fair value of the fixed maturity portfolio exceeds the value of the net insurance liabilities, as well as the positive cash flow from newly sold policies and the large amount of high quality liquid bonds, contributes to the Company's ability to fund claim payments without having to sell illiquid assets or access credit facilities.

The Company also invests much smaller amounts in equity securities, real estate, private equity limited partnerships, hedge funds, and real estate partnerships and joint ventures. These investment classes have the potential for higher returns but also involve varying degrees of risk, including less stable rates of return and less liquidity.

See note 3 of notes to the consolidated financial statements herein for additional information regarding the Company's investment portfolio.

**REGULATION**

**U.S. State and Federal Regulation**

TRV's domestic insurance subsidiaries are collectively licensed to transact insurance business in all U.S. states, the District of Columbia, Guam, Puerto Rico and the U.S. Virgin Islands and are subject to regulation in the various states and jurisdictions in which they transact business. The extent of regulation varies, but generally derives from statutes that delegate regulatory, supervisory and administrative authority to a department of insurance in each state and jurisdiction. The regulation, supervision and administration relate, among other things, to standards of solvency that must be met and maintained, the licensing of insurers and their agents, the nature of and limitations on investments, premium rates, restrictions on the size of risks that may be insured under a single policy, reserves and provisions for unearned premiums, losses and other obligations, deposits of securities for the benefit of policyholders, approval of policy forms and the regulation of market conduct, including the use of

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credit information in underwriting as well as other underwriting and claims practices. State insurance departments also conduct periodic examinations of the financial condition and market conduct of insurance companies and require the filing of financial and other reports on a quarterly and annual basis.

State insurance regulation continues to evolve in response to the changing economic and business environment as well as efforts by regulators internationally to develop a consistent approach to regulation. While the U.S. federal government has not historically regulated the insurance business, in 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act established a Federal Insurance Office (FIO) within the U.S. Department of the Treasury. While the FIO has limited regulatory authority, it has been active in the discussions to develop international regulatory standards for the insurance industry. In response to these international efforts, the state insurance regulators, through the National Association of Insurance Commissioners, are working with the Federal Reserve and the FIO to consider and develop changes to the U.S. regulatory framework. These changes are evidenced by the incorporation of supervisory colleges into the U.S. regulatory framework. A supervisory college is a forum of the regulators having jurisdictional authority over a holding company's various insurance subsidiaries, including foreign insurance subsidiaries, convened to meet with the insurer's executive management, to evaluate the insurer from both a group-wide and legal-entity basis. Some of the items evaluated during the colleges include the insurer's business strategies, enterprise risk management and corporate governance. The state of Connecticut is the lead regulator for TRV and conducts the supervisory colleges for the Company.

*Insurance Regulation Concerning Dividends from Insurance Subsidiaries.* TRV's principal domestic insurance subsidiaries are domiciled in the state of Connecticut. The Connecticut insurance holding company laws require notice to, and approval by, the state insurance commissioner for the declaration or payment of any dividend from an insurance subsidiary that, together with other distributions made within the preceding twelve months, exceeds the greater of 10% of the insurance subsidiary's statutory capital and surplus as of the preceding December 31, or the insurance subsidiary's net income for the twelve-month period ending the preceding December 31, in each case determined in accordance with statutory accounting practices and by state regulation. This declaration or payment is further limited by adjusted unassigned surplus, as determined in accordance with statutory accounting practices.

The insurance holding company laws of other states in which TRV's domestic insurance subsidiaries are domiciled generally contain similar, although in some instances somewhat more restrictive, limitations on the payment of dividends.

*Rate and Rule Approvals.* TRV's domestic insurance subsidiaries are subject to each state's laws and regulations regarding rate and rule approvals. The applicable laws and regulations generally establish standards to ensure that rates are not excessive, inadequate, unfairly discriminatory or used to engage in unfair price competition. An insurer's ability to adjust rates and the relative timing of the process are dependent upon each state's requirements. Many states have enacted variations of competitive ratemaking laws, which allow insurers to set certain premium rates for certain classes of insurance without having to obtain the prior approval of the state insurance department.

*Requirements for Exiting Geographic Markets and/or Canceling or Nonrenewing Policies.* Several states have laws and regulations which may impact the timing and/or the ability of an insurer to either discontinue or substantially reduce its writings in that state. These laws and regulations typically require prior notice, and in some instances insurance department approval, prior to discontinuing a line of business or withdrawing from that state, and they allow insurers to cancel or non-renew certain policies only for certain specified reasons.

*Assessments for Guaranty Funds and Second-Injury Funds and Other Mandatory Assigned Risk and Reinsurance Arrangements.* Virtually all states require insurers licensed to do business in their state,

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including TRV's domestic insurance subsidiaries, to bear a portion of the loss suffered by some claimants because of the insolvency of other insurers. Many states also have laws that establish second-injury funds to provide compensation to injured employees for aggravation of a prior condition or injury.

TRV's domestic insurance subsidiaries are also required to participate in various involuntary assigned risk pools, principally involving workers' compensation, automobile insurance, property windpools in states prone to property damage from hurricanes and FAIR plans, as well as automobile assigned risk plans the results of which are not pooled with other carriers, which provide various insurance coverages to individuals or other entities that otherwise are unable to purchase that coverage in the voluntary market.

Assessments may include any charge mandated by statute or regulatory authority that is related directly or indirectly to underwriting activities. Examples of such mechanisms include, but are not limited to, the Florida Hurricane Catastrophe Fund, Florida Citizens Property Insurance Corporation, National Workers' Compensation Reinsurance Pool, various workers' compensation related funds (e.g., the New York Special Disability Fund), North Carolina Beach Plan, Louisiana Citizens Property Insurance Corporation, and the Texas Windstorm Insurance Association. Amounts payable or paid as a result of arrangements that are in substance reinsurance, including certain involuntary pools where insurers are required to assume premiums and losses from those pools, are accounted for as reinsurance (e.g., National Workers' Compensation Reinsurance Pool, North Carolina Beach Plan). Amounts related to assessments from arrangements that are not reinsurance are reported as a component of "General and Administrative Expenses," such as the New York Special Disability Fund. For additional information concerning assessments for guaranty funds and second-injury funds and other mandatory assigned risk and reinsurance agreements including state-funding mechanisms, see "Item 1A—Risk Factors."

*Insurance Regulatory Information System.* The National Association of Insurance Commissioners (NAIC) developed the Insurance Regulatory Information System (IRIS) to help state regulators identify companies that may require regulatory attention. Financial examiners review annual financial statements and the results of key financial ratios based on year-end data with the goal of identifying insurers that appear to require immediate regulatory attention. Each ratio has an established "usual range" of results. A ratio result falling outside the usual range, however, is not necessarily considered adverse; rather, unusual values are used as part of the regulatory early monitoring system. Furthermore, in some years, it may not be unusual for financially sound companies to have several ratios with results outside the usual ranges. Generally, an insurance company may become subject to regulatory scrutiny or, depending on the company's financial condition, regulatory action if certain of its key IRIS ratios fall outside the usual ranges and the insurer's financial condition is trending downward.

Based on preliminary 2015 IRIS ratios calculated by the Company for its lead domestic insurance subsidiaries, The Travelers Indemnity Company had results outside the normal range for one IRIS ratio due to the size of their investments in certain non-fixed maturity securities, while Travelers Casualty and Surety Company had results outside the normal range for one IRIS ratio due to the amount of dividends received from its subsidiaries. These same subsidiaries had results outside the normal range for these same ratios in 2014. Additionally, St. Paul Fire and Marine Insurance Company had results outside the normal range for one IRIS ratio due to the size of their investments in certain non-fixed maturity securities in 2014.

Management does not anticipate regulatory action as a result of the 2015 IRIS ratio results for the lead insurance subsidiaries or their insurance subsidiaries. In all instances in prior years, regulators have been satisfied upon follow-up that no regulatory action was required.

*Risk-Based Capital (RBC) Requirements.* The NAIC has an RBC requirement for most property and casualty insurance companies, which determines minimum capital requirements and is intended to

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raise the level of protection for policyholder obligations. The Company's U.S. insurance subsidiaries are subject to these NAIC RBC requirements based on laws that have been adopted by individual states. These requirements subject insurers having policyholders' surplus less than that required by the RBC calculation to varying degrees of regulatory action, depending on the level of capital inadequacy. Each of the Company's U.S. insurance subsidiaries had policyholders' surplus at December 31, 2015 significantly above the level at which any RBC regulatory action would occur.

While there is currently no group regulatory capital requirement in the United States, a comparison of an insurer's policyholders' surplus on a combined basis to the legal entity NAIC RBC requirements on a combined basis can provide useful information regarding an insurance group's overall capital adequacy in the U.S. The amount of policyholders' surplus held by the Company's U.S. insurance subsidiaries at December 31, 2015 determined on a combined basis significantly exceeded the level at which the subsidiaries would be subject to RBC regulatory action (company action level) on a combined basis at that date.

The formulas have not been designed to differentiate among adequately capitalized companies that operate with levels of capital above the RBC requirement. Therefore, it is inappropriate and ineffective to use the formulas to rate or to rank these companies.

*Investment Regulation.* Insurance company investments must comply with applicable laws and regulations which prescribe the kind, quality and concentration of investments. In general, these laws and regulations permit investments in federal, state and municipal obligations, corporate bonds, preferred and common equity securities, mortgage loans, real estate and certain other investments, subject to specified limits and certain other qualifications. At December 31, 2015, the Company was in compliance with these laws and regulations.

### **International Regulation**

TRV's insurance subsidiaries based in Canada, and the Canadian branch of one of the Company's U.S. insurance subsidiaries, are regulated for solvency purposes by the Office of the Superintendent of Financial Institutions under the provisions of the Insurance Companies Act (Canada). These Canadian subsidiaries and the Canadian branch are also subject to Canadian provincial and territorial insurance legislation which regulates market conduct, including pricing, underwriting, coverage and claim conduct, in varying degrees by province/territory and by product line.

TRV's insurance subsidiaries based in the United Kingdom are regulated by two regulatory bodies, The Prudential Regulation Authority (PRA) and The Financial Conduct Authority (FCA). The PRA's primary objective is to promote the safety and soundness of insurers for the protection of policyholders, while the FCA has three operational objectives: (i) to secure an appropriate degree of protection for consumers, (ii) to protect and enhance the integrity of the UK financial system, and (iii) to promote effective competition in the interests of consumers. TRV's insurance operations in the Republic of Ireland are conducted through the Irish branch of Travelers Insurance Company Limited which is regulated by the Insurance Supervision Departments of the Central Bank of Ireland (as to conduct) and also by the PRA.

TRV's managing agency (Travelers Syndicate Management Ltd.) of its Lloyd's syndicate (Travelers Syndicate 5000) is also regulated by the PRA and the FCA, which have delegated certain regulatory responsibilities to the Council of Lloyd's. Travelers Syndicate 5000 is able to write business in over 75 jurisdictions throughout the world by virtue of Lloyd's international licenses. In each such jurisdiction, the policies written by Travelers Syndicate Management Ltd., as part of Lloyd's, are subject to the laws and insurance regulations of that jurisdiction. Travelers Underwriting Agency Limited, which as an insurance intermediary is regulated by the FCA, produces insurance business for Travelers Syndicate 5000.

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A TRV subsidiary, Travelers Casualty and Surety Company, has a representative office in China. The representative office is regulated by the China Insurance Regulatory Commission. A TRV subsidiary, TCI Global Services, Inc., has a liaison office in India. Insurance business in India is regulated by the Insurance Regulatory and Development Authority. TRV's Brazilian operations are regulated by the Superintendencia de Seguros Privados.

Regulators in these jurisdictions require insurance companies to maintain certain levels of capital depending on, among other things, the type and amount of insurance policies in force. Each of the Company's foreign insurance subsidiaries had capital significantly above their respective regulatory requirements at December 31, 2015.

### **Insurance Holding Company Statutes**

As a holding company, TRV is not regulated as an insurance company. However, since TRV owns capital stock in insurance subsidiaries, it is subject to state insurance holding company statutes, as well as certain other laws, of each of its insurance subsidiaries' states of domicile. All holding company statutes, as well as other laws, require disclosure and, in some instances, prior approval of material transactions between an insurance company and an affiliate. The holding company statutes and other laws also require, among other things, prior approval of an acquisition of control of a domestic insurer, some transactions between affiliates and the payment of extraordinary dividends or distributions.

*Insurance Regulations Concerning Change of Control.* Many state insurance regulatory laws contain provisions that require advance approval by state agencies of any change in control of an insurance company that is domiciled, or, in some cases, having substantial business that it is deemed to be commercially domiciled, in that state.

The laws of many states also contain provisions requiring pre-notification to state agencies prior to any change in control of a non-domestic insurance company admitted to transact business in that state. While these pre-notification statutes do not authorize the state agency to disapprove the change of control, they do authorize issuance of cease and desist orders with respect to the non-domestic insurer if it is determined that some conditions, such as undue market concentration, would result from the acquisition.

Any transactions that would constitute a change in control of any of TRV's insurance subsidiaries would generally require prior approval by the insurance departments of the states in which the insurance subsidiaries are domiciled or commercially domiciled. They may also require pre-acquisition notification in those states that have adopted pre-acquisition notification provisions and in which such insurance subsidiaries are admitted to transact business.

Two of TRV's insurance subsidiaries and its operations at Lloyd's are domiciled in the United Kingdom. Insurers in the United Kingdom are subject to change of control restrictions, including approval of the PRA and FCA. TRV's insurance subsidiaries domiciled in, or authorized to conduct insurance business in, Canada are also subject to regulatory change of control restrictions, including approval of the Office of the Superintendent of Financial Institutions. TRV's Brazilian operations are subject to regulatory change of control and other share transfer restrictions, including approval of the Brazilian insurance regulator.

These requirements may deter, delay or prevent transactions affecting the control of or the ownership of common stock, including transactions that could be advantageous to TRV's shareholders.

### **Regulatory Developments**

For a discussion of domestic and international regulatory developments, see "Item 1A—Risk Factors" including "Changes in federal regulation could impose significant burdens on us and otherwise adversely impact our results" and "Regulatory changes outside of the United States, including in

Canada and the European Union, could adversely impact our results of operations and limit our growth."

## **ENTERPRISE RISK MANAGEMENT**

As a large property and casualty insurance enterprise, the Company is exposed to many risks. These risks are a function of the environments within which the Company operates. Since certain risks can be correlated with other risks, an event or a series of events can impact multiple areas of the Company simultaneously and have a material effect on the Company's results of operations, financial position and/or liquidity. These exposures require an entity-wide view of risk and an understanding of the potential impact on all aspects of the Company's operations. It also requires the Company to manage its risk-taking to be within its risk appetite in a prudent and balanced effort to create and preserve value for all of the Company's stakeholders. This approach to Company-wide risk evaluation and management is commonly called Enterprise Risk Management (ERM). ERM activities involve both the identification and assessment of a broad range of risks and the execution of synchronized strategies to effectively manage such risks. Effective ERM also includes the determination of the Company's risk capital needs, which takes into account regulatory requirements and credit rating considerations, in addition to economic and other factors.

ERM at the Company is an integral part of its business operations. All corporate leaders and the board of directors are engaged in ERM. ERM involves risk-based analytics, as well as reporting and feedback throughout the enterprise in support of the Company's long-term financial strategies and objectives.

The Company uses various methods, including proprietary and third-party computer modeling processes, to continually monitor and analyze catastrophic events and the risks associated with them. These analyses and methods are used in making underwriting and reinsurance decisions as part of managing the Company's exposure to catastrophic events. In addition to catastrophe modeling and analysis, the Company also models and analyzes its exposure to other extreme events. The Company also utilizes proprietary and third-party computer modeling processes to evaluate capital adequacy. These analytical techniques are an integral component of the Company's ERM process and further support the Company's long-term financial strategies and objectives.

In addition to the day-to-day ERM activities within the Company's operations, key internal risk management functions include, among others, the Management and Operating Committees (comprised of the Company's Chief Executive Officer and the other most senior members of management), the Enterprise and Business Risk Committees of management, the Credit Committee, General Counsel, the Chief Ethics and Compliance Officer, the Corporate Actuarial group, the Corporate Audit group, the Corporate Controller group, the Accounting Policy group and the Enterprise Underwriting group, among others. A senior executive team comprised of the Executive Vice President of ERM, the Chief Risk Officer and the Chief Underwriting Officer oversees the ERM process. The mission of this team is to facilitate risk assessment and to collaborate in implementing effective risk management strategies throughout the Company. Another strategic ERM objective of this team includes working across the Company to enhance effective and realistic risk modeling capabilities as part of the Company's overall effort to understand and manage its portfolio of risks to be within its risk appetite. Board oversight of ERM is provided by the Risk Committee of the board of directors, which reviews the strategies, processes and controls pertaining to the Company's insurance operations and oversees the implementation, execution and performance of the Company's ERM program.

The Company's ERM efforts build upon the foundation of an effective internal control environment. ERM expands the internal control objectives of effective and efficient operations, reliable financial reporting and compliance with applicable laws and regulations, to fostering, leading and supporting an integrated, risk-based culture within the Company that focuses on value creation and

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preservation. However, the Company can provide only reasonable, not absolute, assurance that these objectives will be met. Further, the design of any risk management or control system must reflect the fact that there are resource constraints, and the benefits must be considered relative to their costs. As a result, the possibility of material financial loss remains in spite of the Company's significant ERM efforts. An investor should carefully consider the risks and all of the other information set forth in this annual report, including the discussions included in "Item 1A—Risk Factors," "Item 7A—Quantitative and Qualitative Disclosures About Market Risk," and "Item 8—Financial Statements and Supplementary Data" herein.

## **OTHER INFORMATION**

### **Customer Concentration**

In the opinion of the Company's management, no material part of the business of the Company and its subsidiaries is dependent upon a single customer or group of customers, the loss of any one of which would have a material adverse effect on the Company, and no one customer or group of affiliated customers accounts for 10% or more of the Company's consolidated revenues.

### **Employees**

At December 31, 2015, the Company had approximately 30,900 employees. The Company believes that its employee relations are satisfactory. None of the Company's employees are subject to collective bargaining agreements.

### **Sources of Liquidity**

For a discussion of the Company's sources of funds and maturities of the long-term debt of the Company, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources," and note 8 of notes to the consolidated financial statements herein.

### **Taxation**

For a discussion of tax matters affecting the Company and its operations, see note 12 of notes to the consolidated financial statements herein.

### **Financial Information about Reportable Business Segments**

For financial information regarding reportable business segments of the Company, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations," and note 2 of notes to the consolidated financial statements herein.

### **Intellectual Property**

The Company relies on a combination of contractual rights and copyright, trademark, patent and trade secret laws to establish and protect its intellectual property. With respect to trademarks specifically, the Company has registrations in many countries, including the United States, for its material trademarks, including the "Travelers" name and the Company's iconic umbrella logo. The Company has the right to retain its material trademark rights in perpetuity, so long as it satisfies the use and registration requirements of all applicable countries. The Company regards its trademarks as highly valuable assets in marketing its products and services and vigorously seeks to protect its trademarks against infringement. See "Item 1A—Risk Factors—Intellectual property is important to our business, and we may be unable to protect and enforce our own intellectual property or we may be subject to claims for infringing on the intellectual property of others."

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**Recent Transactions**

For information regarding recent transactions of the Company, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations."

**Company Website, Social Media and Availability of SEC Filings**

The Company's Internet website is [www.travelers.com](http://www.travelers.com). Information on the Company's website is not incorporated by reference herein and is not a part of this Form 10-K. The Company makes available free of charge on its website or provides a link on its website to the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as reasonably practicable after those reports are electronically filed with, or furnished to, the SEC. To access these filings, go to the Company's website, then click on "SEC Filings" under the "For Investors" heading.

From time to time, the Company may use its website and/or social media outlets, such as Facebook and Twitter, as distribution channels of material company information. Financial and other important information regarding the Company is routinely posted on and accessible through the Company's website at <http://investor.travelers.com>, its Facebook page at <http://www.facebook.com/travelers> and its Twitter account (@Travelers) at <http://www.twitter.com/Travelers>. In addition, you may automatically receive email alerts and other information about the Company when you enroll your email address by visiting the "Email Notifications" section at <http://investor.travelers.com>.

**Glossary of Selected Insurance Terms**

Accident year	The annual calendar accounting period in which loss events occurred, regardless of when the losses are actually reported, booked or paid.
Adjusted unassigned surplus	Unassigned surplus as of the most recent statutory annual report reduced by twenty-five percent of that year's unrealized appreciation in value or revaluation of assets or unrealized profits on investments, as defined in that report.
Admitted insurer	A company licensed to transact insurance business within a state.
Agent	A licensed individual who sells and services insurance policies, receiving a commission from the insurer for selling the business and a fee for servicing it. An independent agent represents multiple insurance companies and searches the market for the best product for its client.
Annuity	A contract that pays a periodic benefit over the remaining life of a person (the annuitant), the lives of two or more persons or for a specified period of time.
Assigned risk pools	Reinsurance pools which cover risks for those unable to purchase insurance in the voluntary market. Possible reasons for this inability include the risk being too great or the profit being too small under the required insurance rate structure. The costs of the risks associated with these pools are charged back to insurance carriers in proportion to their direct writings.
Assumed reinsurance	Insurance risks acquired from a ceding company.

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Average value analysis

A conventional actuarial method used to estimate ultimate losses for a given cohort of claims such as an accident year/product line component. If the paid-to-date losses are then subtracted from the estimated ultimate losses, the result is an indication of the unpaid losses.

The basic premise of the method is that average claim values are stable and predictable over time for a particular cohort of claims. The method is utilized most often where ultimate claim counts are known or reliably estimable fairly early after the start of an accident year and average values are expected to be fairly predictable from one year to the next.

The method comes up with an estimate of ultimate claims counts by accident year cohort, and multiplies it by an estimate of average claim value by accident year cohort, with multiple methods used to estimate these average claim values.

Book value per share

Total common shareholders' equity divided by the number of common shares outstanding.

Bornhuetter-Ferguson method

A conventional actuarial method to estimate ultimate losses for a given cohort of claims such as an accident year/product line component. If the paid-to-date losses are then subtracted from the estimated ultimate losses, the result is an indication of the outstanding losses.

The basic premise of the method is that the historical ratio of additional claim activity to earned premium for a given product line component/age-to-age period is stable and predictable. It implicitly assumes that the actual activity to date for past periods for that cohort is not a credible predictor of future activity for that cohort, or at least is not credible enough to override the "a priori" assumption as to future activity. It may be applied to either paid or case incurred claim data. It is used most often where the claim data is sparse and/or volatile and for relatively young cohorts with low volumes and/or data credibility.

To illustrate, the method may assume that the ratio of additional paid losses from the 12 to 24 month period for an accident year is 10% of the original "a priori" expected losses for that accident year. The original "a priori" expected losses are typically based on the original loss ratio assumption for that accident year, with subsequent adjustment as facts develop.

The ultimate losses equal actual activity to date plus the expected values for future periods.

Broker

One who negotiates contracts of insurance or reinsurance on behalf of an insured party, receiving a commission from the insurer or reinsurer for placement and other services rendered.

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Capacity	The percentage of statutory capital and surplus, or the dollar amount of exposure, that an insurer or reinsurer is willing or able to place at risk. Capacity may apply to a single risk, a program, a line of business or an entire book of business. Capacity may be constrained by legal restrictions, corporate restrictions or indirect restrictions.
Captive	A closely-held insurance company whose primary purpose is to provide insurance coverage to the company's owners or their affiliates.
Case-incurred development method	<p>A conventional actuarial method to estimate ultimate losses for a given cohort of claims such as an accident year/product line component. If the paid-to-date losses are then subtracted from the estimated ultimate losses, the result is an indication of the unpaid losses.</p> <p>The approach is the same as that described in this glossary under the "paid loss development method," but based on the growth in cumulative case-incurred losses (i.e., the sum of claim-adjustor incurred estimates for claims in the cohort) rather than paid losses. The basic premise of the method is that cumulative case incurred losses for a given cohort of claims will grow in a stable, predictable pattern from year-to-year, based on the age of the cohort.</p>
Case reserves	Claim department estimates of anticipated future payments to be made on each specific individual reported claim.
Casualty insurance	Insurance which is primarily concerned with the losses caused by injuries to third persons, i.e., not the insured, and the legal liability imposed on the insured resulting therefrom. It includes, but is not limited to, employers' liability, workers' compensation, public liability, automobile liability, personal liability and aviation liability insurance. It excludes certain types of losses that by law or custom are considered as being exclusively within the scope of other types of insurance, such as fire or marine.
Catastrophe	A severe loss caused by various natural events, including, among others, hurricanes, tornadoes and other windstorms, earthquakes, hail, wildfires, severe winter weather, floods, tsunamis, volcanic eruptions and other naturally-occurring events, such as solar flares. Catastrophes can also be man-made, such as terrorist attacks and other intentionally destructive acts including those involving nuclear, biological, chemical, radiological, cyber-attacks, explosions and infrastructure failures. Each catastrophe has unique characteristics and catastrophes are not predictable as to timing or amount. Their effects are included in net and operating income and claims and claim adjustment expense reserves upon occurrence. A catastrophe may result in the payment of reinsurance reinstatement premiums and assessments from various pools.
Catastrophe loss	Loss and directly identified loss adjustment expenses from catastrophes.

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Catastrophe reinsurance	A form of excess-of-loss reinsurance which, subject to a specified limit, indemnifies the ceding company for the amount of loss in excess of a specified retention with respect to an accumulation of losses and related reinsurance reinstatement premiums resulting from a catastrophic event. The actual reinsurance document is called a "catastrophe cover." These reinsurance contracts are typically designed to cover property insurance losses but can be written to cover casualty insurance losses such as from workers' compensation policies.
Cede; ceding company	When an insurer reinsures its liability with another insurer or a "cession," it "cedes" business and is referred to as the "ceding company."
Ceded reinsurance	Insurance risks transferred to another company as reinsurance. See "Reinsurance."
Claim	Request by an insured for indemnification by an insurance company for loss incurred from an insured peril.
Claim adjustment expenses	See "Loss adjustment expenses (LAE)."
Claims and claim adjustment expenses	See "Loss" and "Loss adjustment expenses (LAE)."
Claims and claim adjustment expense reserves	See "Loss reserves."
Cohort	A group of items or individuals that share a particular statistical or demographic characteristic. For example, all claims for a given product in a given market for a given accident year would represent a cohort of claims.
Combined ratio	<p>For Statutory Accounting Practices (SAP), the combined ratio is the sum of the SAP loss and LAE ratio and the SAP underwriting expense ratio as defined in the statutory financial statements required by insurance regulators. The combined ratio as used in this report is the equivalent of, and is calculated in the same manner as, the SAP combined ratio except that the SAP underwriting expense ratio is based on net <i>written</i> premium and the underwriting expense ratio as used in this report is based on net <i>earned</i> premiums.</p> <p>The combined ratio is an indicator of the Company's underwriting discipline, efficiency in acquiring and servicing its business and overall underwriting profitability. A combined ratio under 100% generally indicates an underwriting profit. A combined ratio over 100% generally indicates an underwriting loss.</p> <p>Other companies' method of computing a similarly titled measure may not be comparable to the Company's method of computing this ratio.</p>

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Combined ratio excluding incremental impact of direct to consumer initiative	The combined ratio excluding incremental impact of direct to consumer initiative is the combined ratio adjusted to exclude the direct, variable impact of the Company's direct-to-consumer initiative in the Personal Insurance segment.
Commercial multi-peril policies	Refers to policies which cover both property and third-party liability exposures.
Commutation agreement	An agreement between a reinsurer and a ceding company whereby the reinsurer pays an agreed-upon amount in exchange for a complete discharge of all obligations, including future obligations, between the parties for reinsurance losses incurred.
Debt-to-total capital ratio	The ratio of debt to total capitalization.
Debt-to-total capital ratio excluding net unrealized gain (loss) on investments	The ratio of debt to total capitalization excluding the after-tax impact of net unrealized investment gains and losses.
Deductible	The amount of loss that an insured retains.
Deferred acquisition costs (DAC)	Incremental direct costs of acquired and renewal insurance contracts, consisting of commissions (other than contingent commissions) and premium-related taxes that are deferred and amortized to achieve a matching of revenues and expenses when reported in financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP).
Deficiency	With regard to reserves for a given liability, a deficiency exists when it is estimated or determined that the reserves are insufficient to pay the ultimate settlement value of the related liabilities. Where the deficiency is the result of an estimate, the estimated amount of deficiency (or even the finding of whether or not a deficiency exists) may change as new information becomes available.
Demand surge	Significant short-term increases in building material and labor costs due to a sharp increase in demand for those materials and services, commonly as a result of a large catastrophe resulting in significant widespread property damage.
Direct written premiums	The amounts charged by an insurer to insureds in exchange for coverages provided in accordance with the terms of an insurance contract. The amounts exclude the impact of all reinsurance premiums, either assumed or ceded.
Earned premiums or premiums earned	That portion of property casualty premiums written that applies to the expired portion of the policy term. Earned premiums are recognized as revenues under both SAP and GAAP.

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Excess and surplus lines insurance	Insurance for risks not covered by standard insurance due to the unique nature of the risk. Risks could be placed in excess and surplus lines markets due to any number of characteristics, such as loss experience, unique or unusual exposures, or insufficient experience in business. Excess and surplus lines are less regulated by the states, allowing greater flexibility to design specific insurance coverage and negotiate pricing based on the risks to be secured.
Excess liability	Additional casualty coverage above a layer of insurance exposures.
Excess-of-loss reinsurance	Reinsurance that indemnifies the reinsured against all or a specified portion of losses over a specified dollar amount or "retention."
Exposure	The measure of risk used in the pricing of an insurance product. The change in exposure is the amount of change in premium on policies that renew attributable to the change in portfolio risk.
Facultative reinsurance	The reinsurance of all or a portion of the insurance provided by a single policy. Each policy reinsured is separately negotiated.
Fair Access to Insurance Requirements (FAIR) Plan	A residual market mechanism which provides property insurance to those unable to obtain such insurance through the regular (voluntary) market. FAIR plans are set up on a state-by-state basis to cover only those risks in that state. For more information, see "residual market (involuntary business)."
Fidelity and surety programs	Fidelity insurance coverage protects an insured for loss due to embezzlement or misappropriation of funds by an employee. Surety is a three-party agreement in which the insurer agrees to pay a third party or make complete an obligation in response to the default, acts or omissions of an insured.
Gross written premiums	The direct and assumed contractually determined amounts charged to the policyholders for the effective period of the contract based on the terms and conditions of the insurance contract.
Ground-up analysis	<p>A method to estimate ultimate claim costs for a given cohort of claims such as an accident year/product line component. It involves analyzing the exposure and claim activity at an individual insured level and then through the use of deterministic or stochastic scenarios and/or simulations, estimating the ultimate losses for those insureds. The total losses for the cohort are then the sum of the losses for each individual insured.</p> <p>In practice, the method is sometimes simplified by performing the individual insured analysis only for the larger insureds, with the costs for the smaller insureds estimated via sampling approaches (extrapolated to the rest of the smaller insured population) or aggregate approaches (using assumptions consistent with the ground-up larger insured analysis).</p>
Guaranteed cost products	An insurance policy where the premiums charged will not be adjusted for actual loss experience during the covered period.

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Guaranty fund	A state-regulated mechanism that is financed by assessing insurers doing business in those states. Should insolvencies occur, these funds are available to meet some or all of the insolvent insurer's obligations to policyholders.
Holding company liquidity	Total cash, short-term invested assets and other readily marketable securities held by the holding company.
Incurred but not reported (IBNR) reserves	Reserves for estimated losses and LAE that have been incurred but not yet reported to the insurer. This includes amounts for unreported claims, development on known cases, and re-opened claims.
Inland marine	A broad type of insurance generally covering articles that may be transported from one place to another, as well as bridges, tunnels and other instrumentalities of transportation. It includes goods in transit, generally other than transoceanic, and may include policies for movable objects such as personal effects, personal property, jewelry, furs, fine art and others.
IRIS ratios	Financial ratios calculated by the NAIC to assist state insurance departments in monitoring the financial condition of insurance companies.
Large deductible policy	An insurance policy where the customer assumes at least \$25,000 or more of each loss. Typically, the insurer is responsible for paying the entire loss under those policies and then seeks reimbursement from the insured for the deductible amount.
Lloyd's	An insurance marketplace based in London, England, where brokers, representing clients with insurable risks, deal with Lloyd's underwriters, who represent investors. The investors are grouped together into syndicates that provide capital to insure the risks.
Loss	An occurrence that is the basis for submission and/or payment of a claim. Losses may be covered, limited or excluded from coverage, depending on the terms of the policy.
Loss adjustment expenses (LAE)	The expenses of settling claims, including legal and other fees and the portion of general expenses allocated to claim settlement costs.
Loss and LAE ratio	<p>For SAP, the loss and LAE ratio is the ratio of incurred losses and loss adjustment expenses less certain administrative services fee income to net earned premiums as defined in the statutory financial statements required by insurance regulators. The loss and LAE ratio as used in this report is calculated in the same manner as the SAP ratio.</p> <p>The loss and LAE ratio is an indicator of the Company's underwriting discipline and underwriting profitability.</p> <p>Other companies' method of computing a similarly titled measure may not be comparable to the Company's method of computing this ratio.</p>

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Loss reserves	Liabilities established by insurers and reinsurers to reflect the estimated cost of claims incurred that the insurer or reinsurer will ultimately be required to pay in respect of insurance or reinsurance it has written. Reserves are established for losses and for LAE, and consist of case reserves and IBNR reserves. As the term is used in this document, "loss reserves" is meant to include reserves for both losses and LAE.
Loss reserve development	The increase or decrease in incurred claims and claim adjustment expenses as a result of the re-estimation of claims and claim adjustment expense reserves at successive valuation dates for a given group of claims. Loss reserve development may be related to prior year or current year development.
Losses incurred	The total losses sustained by an insurance company under a policy or policies, whether paid or unpaid. Incurred losses include a provision for IBNR.
National Association of Insurance Commissioners (NAIC)	An organization of the insurance commissioners or directors of all 50 states, the District of Columbia and the five U.S. territories organized to promote consistency of regulatory practice and statutory accounting standards throughout the United States.
Net written premiums	Direct written premiums plus assumed reinsurance premiums less premiums ceded to reinsurers.
New business volume	The amount of written premium related to new policyholders and additional products sold to existing policyholders.
Operating income (loss)	Net income (loss) excluding the after-tax impact of net realized investment gains (losses), discontinued operations and cumulative effect of changes in accounting principles when applicable.
Operating income (loss) per share	Operating income (loss) on a per share basis.
Operating return on equity	The ratio of operating income to average equity excluding net unrealized investment gains and losses and discontinued operations, net of tax.
Paid loss development method	<p>A conventional actuarial method to estimate ultimate losses for a given cohort of claims such as an accident year/product line component. If the paid-to-date losses are then subtracted from the estimated ultimate losses, the result is an indication of the unpaid losses.</p> <p>The basic premise of the method is that cumulative paid losses for a given cohort of claims will grow in a stable, predictable pattern from year-to-year, based on the age of the cohort. These age-to-age growth factors are sometimes called "link ratios."</p>

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For example, if cumulative paid losses for a product line XYZ for accident year 2004 were \$100 as of December 31, 2004 (12 months after the start of that accident year), then grew to \$120 as of December 31, 2005 (24 months after the start), the link ratio for that accident year from 12 to 24 months would be 1.20. If the link ratio for other recent accident years from 12 to 24 months for that product line were also at or around 1.20, then the method would assume a similar result for the most recent accident year, i.e., that it too would have its cumulative paid losses grow 20% from the 12 month to 24 month valuation.

This is repeated for each age-to-age period into the future until the age-to-age link ratios for future periods are assumed to be 1.0 (i.e., the age at which cumulative losses are assumed to have stopped growing).

A given accident year's cumulative losses are then projected to ultimate by multiplying current cumulative losses by successive age-to-age link ratios up to that future age where growth is expected to end. For example, if growth is expected to end at 60 months, then the ultimate indication for an accident year with cumulative losses at 12 months equals those losses times a 12 to 24 month link ratio, times a 24 to 36 month link ratio, times a 36 to 48 month link ratio, times a 48 to 60 month link ratio.

Advanced applications of the method include adjustments for changing conditions during the historical period and anticipated changes in the future.

Pool	An organization of insurers or reinsurers through which particular types of risks are underwritten with premiums, losses and expenses being shared in agreed-upon percentages.
Premiums	The amount charged during the year on policies and contracts issued, renewed or reinsured by an insurance company.
Probable maximum loss (PML)	The maximum amount of loss that the Company would be expected to incur on a policy if a loss were to occur, giving effect to collateral, reinsurance and other factors.
Property insurance	Insurance that provides coverage to a person or business with an insurable interest in tangible property for that person's or business's property loss, damage or loss of use.
Quota share reinsurance	Reinsurance wherein the insurer cedes an agreed-upon fixed percentage of liabilities, premiums and losses for each policy covered on a pro rata basis.
Rates	Amounts charged per unit of insurance.

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Redundancy	With regard to reserves for a given liability, a redundancy exists when it is estimated or determined that the reserves are greater than what will be needed to pay the ultimate settlement value of the related liabilities. Where the redundancy is the result of an estimate, the estimated amount of redundancy (or even the finding of whether or not a redundancy exists) may change as new information becomes available.
Reinstatement premiums	Additional premiums payable to reinsurers to restore coverage limits that have been exhausted as a result of reinsured losses under certain excess-of-loss reinsurance treaties.
Reinsurance	The practice whereby one insurer, called the reinsurer, in consideration of a premium paid to that insurer, agrees to indemnify another insurer, called the ceding company, for part or all of the liability of the ceding company under one or more policies or contracts of insurance which it has issued.
Reinsurance agreement	A contract specifying the terms of a reinsurance transaction.
Renewal premium change	The estimated change in average premium on policies that renew, including rate and exposure changes. Such statistics are subject to change based on a number of factors, including changes in estimates.
Renewal rate change	The estimated change in average premium on policies that renew, excluding exposure changes. Such statistics are subject to change based on a number of factors, including changes in estimates.
Reported claim development method	<p>A conventional actuarial method to estimate ultimate claim counts for a given cohort of claims such as an accident year/product line component. If the reported-to-date counts are then subtracted from the estimated ultimate counts, the result is an indication of the IBNR counts.</p> <p>The approach is the same as that described in this glossary under the "paid loss development method", but based on the growth in cumulative claim counts rather than paid losses. The basic premise of the method is that cumulative claim counts for a given cohort of claims will grow in a stable, predictable pattern from year-to-year, based on the age of the cohort.</p>
Residual market (involuntary business)	Insurance market which provides coverage for risks for those unable to purchase insurance in the voluntary market. Possible reasons for this inability include the risks being too great or the profit potential too small under the required insurance rate structure. Residual markets are frequently created by state legislation either because of lack of available coverage such as: property coverage in a windstorm prone area or protection of the accident victim as in the case of workers' compensation. The costs of the residual market are usually charged back to the direct insurance carriers in proportion to the carriers' voluntary market shares for the type of coverage involved.

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Retention	The amount of exposure a policyholder company retains on any one risk or group of risks. The term may apply to an insurance policy, where the policyholder is an individual, family or business, or a reinsurance policy, where the policyholder is an insurance company.
Retention rate	The percentage of prior period premiums (excluding renewal premium changes), accounts or policies available for renewal in the current period that were renewed. Such statistics are subject to change based on a number of factors, including changes in estimates.
Retrospective premiums	Premiums related to retrospectively rated policies.
Retrospective rating	A plan or method which permits adjustment of the final premium or commission on the basis of actual loss experience, subject to certain minimum and maximum limits.
Return on equity	The ratio of net income (loss) less preferred dividends to average shareholders' equity.
Risk-based capital (RBC)	A measure adopted by the NAIC and enacted by states for determining the minimum statutory policyholders' surplus requirements of insurers. Insurers having total adjusted capital less than that required by the RBC calculation will be subject to varying degrees of regulatory action depending on the level of capital inadequacy.
Risk retention group	An alternative form of insurance in which members of a similar profession or business band together to self insure their risks.
Runoff business	An operation which has been determined to be nonstrategic; includes non-renewals of in-force policies and a cessation of writing new business, where allowed by law.
Salvage	The amount of money an insurer recovers through the sale of property transferred to the insurer as a result of a loss payment.
S-curve method	A mathematical function which depicts an initial slow change, followed by a rapid change and then ending in a slow change again. This results in an "S" shaped line when depicted graphically. The actuarial application of these curves fit the reported data to date for a particular cohort of claims to an S-curve to project future activity for that cohort.
Second-injury fund	The employer of an injured, impaired worker is responsible only for the workers' compensation benefit for the most recent injury; the second-injury fund would cover the cost of any additional benefits for aggravation of a prior condition. The cost is shared by the insurance industry and self-insureds, funded through assessments to insurance companies and self-insureds based on either premiums or losses.
Self-insured retentions	That portion of the risk retained by a person for its own account.
Servicing carrier	An insurance company that provides, for a fee, various services including policy issuance, claims adjusting and customer service for insureds in a reinsurance pool.

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Statutory accounting practices (SAP)	The practices and procedures prescribed or permitted by domiciliary state insurance regulatory authorities in the United States for recording transactions and preparing financial statements. SAP generally reflect a modified going concern basis of accounting.
Statutory capital and surplus	The excess of an insurance company's admitted assets over its liabilities, including loss reserves, as determined in accordance with SAP. Admitted assets are assets of an insurer prescribed or permitted by a state to be recognized on the statutory balance sheet. Statutory capital and surplus is also referred to as "statutory surplus" or "policyholders' surplus."
Statutory net income	As determined under SAP, total revenues less total expenses and income taxes.
Structured settlements	Periodic payments to an injured person or survivor for a determined number of years or for life, typically in settlement of a claim under a liability policy, usually funded through the purchase of an annuity.
Subrogation	A principle of law incorporated in insurance policies, which enables an insurance company, after paying a claim under a policy, to recover the amount of the loss from another person or entity who is legally liable for it.
Third-party liability	A liability owed to a claimant (third party) who is not one of the two parties to the insurance contract. Insured liability claims are referred to as third-party claims.
Total capitalization	The sum of total shareholders' equity and debt.
Treaty reinsurance	The reinsurance of a specified type or category of risks defined in a reinsurance agreement (a "treaty") between a primary insurer or other reinsured and a reinsurer. Typically, in treaty reinsurance, the primary insurer or reinsured is obligated to offer and the reinsurer is obligated to accept a specified portion of all that type or category of risks originally written by the primary insurer or reinsured.
Umbrella coverage	A form of insurance protection against losses in excess of amounts covered by other liability insurance policies or amounts not covered by the usual liability policies.
Unassigned surplus	The undistributed and unappropriated amount of statutory capital and surplus.
Underlying combined ratio	The underlying combined ratio is the sum of the underlying loss and LAE ratio and the underlying underwriting expense ratio. The underlying combined ratio is an indicator of the Company's underwriting discipline and underwriting profitability for the current accident year.
Underlying loss and LAE ratio	The underlying loss and LAE ratio is the loss and LAE ratio, adjusted to exclude the impact of catastrophes and prior year reserve development. The underlying loss and LAE ratio is an indicator of the Company's underwriting discipline and underwriting profitability for the current accident year.

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Underlying underwriting expense ratio	The underlying underwriting expense ratio is the underwriting expense ratio adjusted to exclude the impact of catastrophes.
Underlying underwriting margin	Net earned premiums and fee income less claims and claim adjustment expenses (excluding catastrophe losses and prior year reserve development) and insurance-related expenses.
Underwriter	An employee of an insurance company who examines, accepts or rejects risks and classifies accepted risks in order to charge an appropriate premium for each accepted risk. The underwriter is expected to select business that will produce an average risk of loss no greater than that anticipated for the class of business.
Underwriting	The insurer's or reinsurer's process of reviewing applications for insurance coverage, and the decision as to whether to accept all or part of the coverage and determination of the applicable premiums; also refers to the acceptance of that coverage.
Underwriting expense ratio	<p>For SAP, the underwriting expense ratio is the ratio of underwriting expenses incurred (including commissions paid), less certain administrative services fee income and billing and policy fees, to net <i>written</i> premiums as defined in the statutory financial statements required by insurance regulators. The underwriting expense ratio as used in this report is the ratio of underwriting expenses (including the amortization of deferred acquisition costs), less certain administrative services fee income and billing and policy fees, to net <i>earned</i> premiums.</p> <p>The underwriting expense ratio is an indicator of the Company's efficiency in acquiring and servicing its business.</p> <p>Other companies' method of computing a similarly titled measure may not be comparable to the Company's method of computing this ratio.</p>
Underwriting gain or loss	Net earned premiums and fee income less claims and claim adjustment expenses and insurance-related expenses.
Unearned premium	The portion of premiums written that is allocable to the unexpired portion of the policy term.
Voluntary market	The market in which a person seeking insurance obtains coverage without the assistance of residual market mechanisms.
Wholesale broker	An independent or exclusive agent that represents both admitted and nonadmitted insurers in market areas, which include standard, non-standard, specialty and excess and surplus lines of insurance. The wholesaler does not deal directly with the insurance consumer. The wholesaler deals with the retail agent or broker.
Workers' compensation	A system (established under state and federal laws) under which employers provide insurance for benefit payments to their employees for work-related injuries, deaths and diseases, regardless of fault.

## Item 1A. RISK FACTORS

You should carefully consider the following risks and all of the other information set forth in this report, including our consolidated financial statements and the notes thereto.

**Catastrophe losses could materially and adversely affect our results of operations, our financial position and/or liquidity, and could adversely impact our ratings, our ability to raise capital and the availability and cost of reinsurance.** Our property and casualty insurance operations expose us to claims arising out of catastrophes. Catastrophes can be caused by various natural events, including, among others, hurricanes, tornadoes and other windstorms, earthquakes, hail, wildfires, severe winter weather, floods, tsunamis, volcanic eruptions and other naturally-occurring events, such as solar flares. Catastrophes can also be man-made, such as terrorist attacks and other intentionally destructive acts including those involving nuclear, biological, chemical, radiological, cyber-attacks, explosions and infrastructure failures. The geographic distribution of our business subjects us to catastrophe exposures in the United States and Canada, which include, but are not limited to: hurricanes from Maine through Texas; tornadoes throughout the Central, Mid-Atlantic and Southeastern regions of the United States; earthquakes in California, the New Madrid region and the Pacific Northwest region of North America; wildfires, particularly in western states and Canada; and terrorism in major cities in the United States. In addition to our operations in the United States and Canada, our international operations subject us to catastrophe exposures in the United Kingdom, the Republic of Ireland and Brazil as well as to a variety of world-wide catastrophe exposures through our Lloyd's operations.

The incidence and severity of catastrophes are inherently unpredictable, and it is possible that both the frequency and severity of natural and man-made catastrophic events could increase. Severe weather events over the last decade have underscored the unpredictability of future climate trends, and potentially changing climate conditions could add to the frequency and severity of natural disasters and create additional uncertainty as to future trends and exposures. For example, over the last decade, hurricane activity has impacted areas further inland than previously experienced by us, and demographic changes have resulted in larger populations in coastal areas which historically have been subject to severe storms, thus expanding our potential for losses from hurricanes. Additionally, both the frequency and severity of tornado and hail storms in the United States have been more volatile during the last decade. Moreover, we could experience more than one severe catastrophic event in any given period.

All of the catastrophe modeling tools that we use, or that we rely on from outside parties, to evaluate certain of our catastrophe exposures are based on assumptions and judgments that are subject to error and mis-estimation and may produce estimates that are materially different than actual results. In addition, compared to models for hurricanes, models for earthquakes are less reliable due to there being a more limited number of significant historical events to analyze, while models for tornadoes and hail storms are newer and may be even less reliable due to the highly random geographic nature and size of these events. As a result, models for earthquakes and tornado and hail storms may have even greater difficulty predicting risks and estimating losses. Further, changes in climate conditions could cause our underlying modeling data to be less predictive, thus limiting our ability to effectively evaluate and manage catastrophe risk. As compared to natural catastrophes, modeling for man-made catastrophes, such as terrorism, is even more difficult and less reliable, and for some events, such as cyber-attacks, currently there are no reliable modeling techniques. See "We may be adversely affected if our pricing and capital models provide materially different indications than actual results" below as well as "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Catastrophe Modeling" and "—Changing Climate Conditions."

The extent of losses from a catastrophe is a function of both the total amount of insured exposure in the area affected by the event and the severity of the event. Increases in the value and geographic concentration of insured property and the effects of inflation could increase the severity of claims from

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catastrophic events in the future. For example, the specific geographic location impacted by tornadoes is inherently random and unpredictable and the specific location impacted by a tornado may or may not be highly populated and may or may not have a high concentration of our insured exposures.

States have from time to time passed legislation, and regulators have taken action, that have the effect of limiting the ability of insurers to manage catastrophe risk, such as legislation prohibiting insurers from reducing exposures or withdrawing from catastrophe-prone areas or mandating that insurers participate in residual markets. Participation in residual market mechanisms has resulted in, and may continue to result in, significant losses or assessments to insurers, including us, and, in certain states, those losses or assessments may not be commensurate with our direct catastrophe exposure in those states. If our competitors leave those states having residual market mechanisms, remaining insurers, including us, may be subject to significant increases in losses or assessments following a catastrophe. In addition, following catastrophes, there are sometimes legislative and administrative initiatives and court decisions that seek to expand insurance coverage for catastrophe claims beyond the original intent of the policies or seek to prevent the application of deductibles. Also, our ability to adjust terms, including deductible levels, or to increase pricing to the extent necessary to offset rising costs of catastrophes, particularly in the Personal Insurance segment, requires approval of regulatory authorities of certain states. Our ability or our willingness to manage our catastrophe exposure by raising prices, modifying underwriting terms or reducing exposure to certain geographies may be limited due to considerations of public policy, the evolving political environment and/or changes in the general economic climate. We also may choose to write business in catastrophe-prone areas that we might not otherwise write for strategic purposes, such as improving our access to other underwriting opportunities.

There are also factors that impact the estimation of ultimate costs for catastrophes. For example, the estimation of claims and claim adjustment expense reserves related to hurricanes can be affected by the inability to access portions of the impacted areas, the complexity of factors contributing to the losses, the legal and regulatory uncertainties and the nature of the information available to establish the claims and claim adjustment expense reserves. Complex factors include, but are not limited to: determining whether damage was caused by flooding versus wind; evaluating general liability and pollution exposures; estimating additional living expenses; the impact of demand surge; infrastructure disruption; fraud; the effect of mold damage; business interruption costs; and reinsurance collectability. In recent years, increased late reporting of weather-related losses by claimants, particularly losses from hail damage, has led to higher costs than we previously expected. The timing of a catastrophe's occurrence, such as at or near the end of a reporting period, can also affect the information available to us in estimating claims and claim adjustment expense reserves for that reporting period. The estimates related to catastrophes are adjusted in subsequent periods as actual claims emerge and additional information becomes available.

Exposure to catastrophe losses or actual losses resulting from a catastrophe could adversely affect our financial strength and claims-paying ratings and could impair our ability to raise capital on acceptable terms or at all. Also, as a result of our exposure to catastrophe losses or actual losses following a catastrophe, rating agencies may further increase capital requirements, which may require us to raise capital to maintain our ratings. A ratings downgrade could hurt our ability to compete effectively or attract new business. In addition, catastrophic events could cause us to exhaust our available reinsurance limits and could adversely impact the cost and availability of reinsurance. Such events can also impact the credit of our reinsurers. For a discussion of our catastrophe reinsurance coverage, see "Item 1—Business—Reinsurance—Catastrophe Reinsurance." Catastrophic events could also adversely impact the credit of the issuers of securities, such as states or municipalities, in which we have invested.

In addition, coverage in our reinsurance program for terrorism is limited. Although the Terrorism Risk Insurance Program provides benefits in the event of certain acts of terrorism, those benefits are

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subject to a deductible and other limitations. The program expired at the end of 2014 but was reauthorized, with some adjustments to its provisions, in January 2015 for six years through December 31, 2020. Under current provisions of this program, once our losses exceed 20% of our commercial property and casualty insurance premium for the preceding calendar year, the federal government will reimburse us for 84% of our losses attributable to certain acts of terrorism which exceed this deductible up to a total industry program cap of \$100 billion. Our estimated deductible under the program is \$2.43 billion for 2016. Over the remaining five-year life of the reauthorized program, the federal government reimbursement percentage will fall from 84% to 80%. In addition, because the interpretation of this law is untested, there is substantial uncertainty as to how it will be applied to specific circumstances. For example, application of the law to a specific event will depend upon whether the government has designated such event as a covered event. It is also possible that future legislation could change or eliminate the program, which could adversely affect our business by increasing our exposure to terrorism losses, or by lowering our business volume through efforts to avoid that exposure. For a further description of the Terrorism Risk Insurance Program, see note 5 of notes to the consolidated financial statements herein.

Because of the risks set forth above, catastrophes such as those caused by various natural events or man-made events such as a terrorist attack or other intentionally destructive acts, including those involving nuclear, biological, chemical, radiological or cyber events, could materially and adversely affect our results of operations, financial position and/or liquidity. Further, we may not have sufficient resources to respond to claims arising from a high frequency of high severity natural catastrophes and/or of man-made catastrophic events involving conventional means. In addition, while we seek to manage our exposure to man-made catastrophic events involving conventional means, we may not have sufficient resources to respond to claims arising out of one or more man-made catastrophic events involving "unconventional" means, such as nuclear, biological, chemical or radiological events.

**During or following a period of financial market disruption or economic downturn, our business could be materially and adversely affected.** Worldwide financial markets have, from time to time, experienced significant disruption. For example, during the financial crisis that started approximately eight years ago, the United States and many other economies experienced a prolonged economic downturn, resulting in heightened credit risk, reduced valuation of certain investments and decreased economic activity. Financial markets may again experience significant and prolonged disruption, including as a result of unanticipated events. In the years following the financial crisis, the federal government, particularly the Federal Reserve, has taken extraordinary steps to stabilize financial markets, encourage economic growth and keep interest rates low. During this time, the United States has experienced a slow rate of economic growth. Even if economic growth continues in the United States, or other regions in which we do business, it may be at a slow or slower rate for an extended period of time. While inflation has recently been limited and that trend may continue, it is possible that the steps taken by the federal government to stabilize financial markets and improve economic conditions could lead to an inflationary environment. Further, such steps may be ineffective and, in the case of the Federal Reserve, actual or anticipated efforts to continue to unwind some of such steps could disrupt financial markets and/or could adversely impact the value of our investment portfolio or general economic conditions.

Financial market disruption or economic downturns could be exacerbated by actual or potential economic and geopolitical instability in many regions of the world. This can impact our business even if we do not conduct business in the region subject to the instability. For example, due to globalization, instability in one region can spread to other regions where we do business. In Europe, uncertainty in recent years has included the increased potential for default by one or more European sovereign debt issuers, the potential partial or complete dissolution of the Eurozone and its common currency and the negative impact of such potential events on global financial institutions and capital markets generally. Actions or inactions of European governments may impact these actual or perceived risks. In the

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United States, future actions or inactions of the United States government can also impact economic conditions. For example, issues related to the U.S. Federal budget and taxes, implementation of the Affordable Care Act and the regulatory environment have added to the uncertainty regarding economic conditions generally.

If economic conditions deteriorate, or if financial markets experience significant disruption, it could materially adversely affect our results of operations, financial position and/or liquidity. Several of the risk factors discussed below identify risks that result from, or are exacerbated by, an economic slowdown or financial disruption. These include risks discussed below related to our investment portfolio, reinsurance arrangements, other credit exposures, our estimates of claims and claim adjustment expense reserves, emerging claim and coverage issues, the competitive environment, regulatory developments and the impact of rating agency actions. You should also refer to "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations," particularly the "Outlook" section.

Many of these risks could materialize, and our financial results could be negatively impacted, even after the end of an economic downturn or financial disruption. During or following an economic downturn, lower levels of economic activity could reduce (and historically have reduced) exposure changes at renewal. They also could adversely impact (and historically have adversely impacted) audit premium adjustments, policy endorsements and mid-term cancellations after policies are written, particularly in our business units within Business and International Insurance, which could adversely impact our written premiums. An inflationary environment (which may follow government efforts to stabilize the economy) may also, as we discuss below, adversely impact our loss costs and could adversely impact the valuation of our investment portfolio. Finally, as a result of financial market disruption, we may, as discussed below, face increased regulation.

**If actual claims exceed our claims and claim adjustment expense reserves, or if changes in the estimated level of claims and claim adjustment expense reserves are necessary, our financial results could be materially and adversely affected.** Claims and claim adjustment expense reserves do not represent an exact calculation of liability, but instead represent management estimates of what the ultimate settlement and administration of claims will cost, generally utilizing actuarial expertise and projection techniques, at a given accounting date.

The process of estimating claims and claim adjustment expense reserves involves a high degree of judgment and is subject to a number of variables. These variables can be affected by both internal and external events, such as: changes in claims handling procedures; adverse changes in loss cost trends, including inflationary pressures on medical costs and auto and home repair costs; economic conditions including general inflation; legal trends and legislative changes; and varying judgments and viewpoints of the individuals involved in the estimation process, among others. The impact of many of these items on ultimate costs for claims and claim adjustment expenses is difficult to estimate. Claims and claim adjustment expense reserve estimation difficulties also differ significantly by product line due to differences in claim complexity, the volume of claims, the potential severity of individual claims, the determination of occurrence date for a claim and reporting lags (the time between the occurrence of the policyholder event and when it is actually reported to the insurer).

As discussed above, it is possible that steps taken by the federal government to stabilize the economy could lead to higher inflation than we had anticipated, which could in turn lead to an increase in our loss costs. The impact of inflation on loss costs could be more pronounced for those lines of business that are considered "long tail," such as general liability, as they require a relatively long period of time to finalize and settle claims for a given accident year. In addition, a significant portion of claims costs, including those in "long tail" lines of business, consists of medical costs. Healthcare reform legislation and its implementation may significantly impact the availability, cost and allocation of payments for medical services, and it is possible that, as a result, inflationary pressures in medical costs

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may increase or claim frequency and/or severity may otherwise be adversely impacted. The estimation of claims and claim adjustment expense reserves may also be more difficult during times of adverse or uncertain economic conditions due to unexpected changes in behavior of claimants and policyholders, including an increase in fraudulent reporting of exposures and/or losses, reduced maintenance of insured properties, increased frequency of small claims or delays in the reporting of claims.

We continually refine our claims and claim adjustment expense reserve estimates in a regular, ongoing process as historical loss experience develops, additional claims are reported and settled, and the legal, regulatory and economic environment evolves. Business judgment is applied throughout the process, including the application of various individual experiences and expertise to multiple sets of data and analyses. Different experts may choose different assumptions when faced with material uncertainty, based on their individual backgrounds, professional experiences and areas of focus. Hence, such experts may at times produce estimates materially different from each other. This risk may be exacerbated in the context of an acquisition. Experts providing input to the various estimates and underlying assumptions include actuaries, underwriters, claim personnel and lawyers, as well as other members of management. Therefore, management may have to consider varying individual viewpoints as part of its estimation of claims and claim adjustment expense reserves.

We attempt to consider all significant facts and circumstances known at the time claims and claim adjustment expense reserves are established or reviewed. Due to the inherent uncertainty underlying claims and claim adjustment expense reserve estimates, the final resolution of the estimated liability for claims and claim adjustment expenses will likely be higher or lower than the related claims and claim adjustment expense reserves at the reporting date. Therefore, actual paid losses in the future may yield a materially different amount than is currently reserved.

Because of the uncertainties set forth above, additional liabilities resulting from one insured event, or an accumulation of insured events, may exceed the current related reserves. In addition, our estimate of claims and claim adjustment expenses may change. These additional liabilities or increases in estimates, or a range of either, cannot now be reasonably estimated and could materially and adversely affect our results of operations and/or our financial position.

For a discussion of claims and claim adjustment expense reserves by product line, including examples of common factors that can affect required reserves, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates—Claims and Claim Adjustment Expense Reserves."

**Our investment portfolio may suffer reduced returns or material realized or unrealized losses.** Investment returns are an important part of our overall profitability. Fixed maturity and short-term investments comprised approximately 93% of the carrying value of our investment portfolio as of December 31, 2015. Changes in interest rates caused by inflation or other factors (inclusive of credit spreads) affect the carrying value of our fixed maturity investments and returns on our fixed maturity and short-term investments. A decline in interest rates reduces the returns available on short-term investments and new fixed maturity investments (including those purchased to re-invest maturities from the existing portfolio), thereby negatively impacting our net investment income, while rising interest rates reduce the market value of existing fixed maturity investments, thereby negatively impacting our book value. During 2015, the net pretax unrealized gain in our fixed income portfolio decreased from \$2.67 billion to \$1.78 billion as interest rates increased. It is possible that future increases in interest rates (inclusive of credit spreads) could result in a further decline in that unrealized gain position or in an unrealized loss, thereby adversely impacting our book value. Interest rates in recent years have been and remain at very low levels relative to historical experience, and it is possible that rates may remain at low levels for a prolonged period. The value of our fixed maturity and short-term investments is also subject to the risk that certain investments may default or become impaired due to a deterioration in the financial condition of one or more issuers of the securities held in our portfolio, or due to a

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deterioration in the financial condition of an insurer that guarantees an issuer's payments of such investments. Such defaults and impairments could reduce our net investment income and result in realized investment losses. During an economic downturn, fixed maturity and short-term investments could be subject to a higher risk of default. Rapid changes in commodity prices, such as a significant decline in oil prices, could also subject certain of our investments to a higher risk of default.

Our fixed maturity investment portfolio is invested, in substantial part, in obligations of states, municipalities and political subdivisions (collectively referred to as the municipal bond portfolio). Notwithstanding the relatively low historical rates of default on many of these obligations and notwithstanding that we typically seek to invest in high-credit-quality securities (including those with structural protections such as being secured by dedicated or pledged sources of revenue), our municipal bond portfolio could be subject to default or impairment. In particular:

- The prolonged economic downturn that began in 2008, and the limited economic recovery that has followed, has resulted in many states and local governments operating under deficits or projected deficits. The severity and duration of these deficits could have an adverse impact on the collectability and valuation of our municipal bond portfolio. These deficits may be exacerbated by the impact of unfunded pension plan obligations and other postretirement obligations or by declining municipal tax bases and revenues in times of financial stress.
- Some issuers may be unwilling to increase tax rates, or to reduce spending, to fund interest or principal payments on their municipal bonds, or may be unable to access the municipal bond market to fund such payments. The risk of widespread defaults may increase if some issuers voluntarily choose to default, instead of implementing difficult fiscal measures, and the actual or perceived consequences (such as reduced access to capital markets) are less severe than expected.
- The risk of widespread defaults may also increase if there are changes in legislation that permit states, municipalities and political subdivisions to file for bankruptcy protection where they were not permitted before. In addition, the collectability and valuation of municipal bonds may be adversely affected if there are judicial interpretations in a bankruptcy or other proceeding that lessen the value of structural protections. For example, debtors may challenge the effectiveness of structural protections thought to be provided by municipal securities backed by a dedicated source of revenue. The collectability and valuation may also be adversely affected if there are judicial interpretations in a bankruptcy or other proceeding that question the payment priority of municipal bonds.

A substantial portion of our fixed maturity portfolio will mature within the next few years. Approximately 34% of the fixed maturity portfolio is expected to mature over the next three years (this includes the early redemption of bonds, assuming interest rates (including credit spreads) do not rise significantly by applicable call dates). For a schedule of the contractual maturities of our fixed maturity portfolio by year for the next several years, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Investment Portfolio." Of that maturing portfolio, a substantial amount includes municipal bonds that have been pre-refunded with U.S. treasury securities. As a result, even if our investment strategy does not significantly change over the next few years, the overall yield on and composition of our portfolio could be meaningfully impacted by the types of investments available for reinvestment with the proceeds of matured bonds. For example, if yields remain low when we reinvest such proceeds, our future net investment income would be adversely affected. In addition, depending on the specific bonds available for purchase at the time of re-investment, the mix of specific issuers in our fixed-income and municipal bond portfolio will change.

Our portfolio has benefited from tax exemptions and certain other tax laws, including, but not limited to, those governing dividends-received deductions and tax credits (such as foreign tax credits). Changes in these laws could adversely impact the value of our investment portfolio. See "Changes in

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U.S. tax laws or in the tax laws of other jurisdictions in which we operate could adversely impact us" below.

Our investment portfolio includes: residential mortgage-backed securities; collateralized mortgage obligations; pass-through securities and asset-backed securities collateralized by sub-prime mortgages; commercial mortgage-backed securities; and wholly-owned real estate and real estate partnerships, all of which could be adversely impacted by declines in real estate valuations and/or financial market disruption.

We also invest a portion of our assets in equity securities, private equity limited partnerships, hedge funds and real estate partnerships. From time to time, we may also invest in other types of non-fixed maturity investments, including investments with exposure to commodity price risk, such as oil. All of these asset classes are subject to greater volatility in their investment returns than fixed maturity investments. General economic conditions, changes in applicable tax laws and many other factors beyond our control can adversely affect the value of our non-fixed maturity investments and the realization of net investment income, and/or result in realized investment losses. As a result of these factors, we may realize reduced returns on these investments, incur losses on sales of these investments and be required to write down the value of these investments, which could reduce our net investment income and result in realized investment losses. From time to time, the Company enters into short positions in U.S. Treasury futures contracts to manage the duration of its fixed maturity portfolio, which can result in realized investment losses.

Our investment portfolio is also subject to increased valuation uncertainties when investment markets are illiquid. The valuation of investments is more subjective when markets are illiquid, thereby increasing the risk that the estimated fair value (i.e., the carrying amount) of the portion of the investment portfolio that is carried at fair value as reflected in our financial statements is not reflective of prices at which actual transactions could occur.

Given that economic and market conditions have been and could be highly uncertain, we may, depending on circumstances in the future, make changes to the mix of investments in our investment portfolio. These changes may impact the duration, volatility and risk of our investment portfolio.

Because of the risks set forth above, the value of our investment portfolio could decrease, we could experience reduced net investment income and we could experience realized and/or unrealized investment losses, which could materially and adversely affect our results of operations, financial position and/or liquidity.

**Our business could be harmed because of our potential exposure to asbestos and environmental claims and related litigation.** With regard to asbestos claims, we have received and continue to receive a significant number of asbestos claims from policyholders (including others seeking coverage under a policy). Factors underlying these claim filings include continued intensive advertising by lawyers seeking asbestos claimants and the continued focus by plaintiffs on defendants who were not traditionally primary targets of asbestos litigation. The focus on these defendants is primarily the result of the number of traditional asbestos defendants who have sought bankruptcy protection in previous years. The bankruptcy of many traditional defendants has also caused increased settlement demands against those policyholders who are not in bankruptcy but remain in the tort system. Currently, in many jurisdictions, those who allege very serious injury and who can present credible medical evidence of their injuries are receiving priority trial settings in the courts, while those who have not shown any credible disease manifestation are having their hearing dates delayed or placed on an inactive docket. This trend of prioritizing claims involving credible evidence of injuries, along with the focus on defendants who were not traditionally primary targets of asbestos litigation, has contributed to the claims and claim adjustment expense payments we experienced.

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We also continue to be involved in coverage litigation concerning a number of policyholders, some of whom have filed for bankruptcy, who in some instances have asserted that all or a portion of their asbestos-related claims are not subject to aggregate limits on coverage. In these instances, policyholders also may assert that each individual bodily injury claim should be treated as a separate occurrence under the policy. It is difficult to predict whether these policyholders will be successful on both issues. To the extent both issues are resolved in a policyholder's favor and our other defenses are not successful, our coverage obligations under the policies at issue would be materially increased and bounded only by the applicable per-occurrence limits and the number of asbestos bodily injury claims against the policyholders. Although we have seen a moderation in the overall risk associated with these lawsuits, it remains difficult to predict the ultimate cost of these claims.

Further, in addition to claims against policyholders, proceedings have been launched directly against insurers, including us, by individuals challenging insurers' conduct with respect to the handling of past asbestos claims and by individuals seeking damages arising from alleged asbestos-related bodily injuries. It is possible that the filing of other direct actions against insurers, including us, could be made in the future. It is difficult to predict the outcome of these proceedings, including whether the plaintiffs will be able to sustain these actions against insurers based on novel legal theories of liability.

With regard to environmental claims, we have received and continue to receive claims from policyholders who allege that they are liable for injury or damage arising out of their alleged disposition of toxic substances. Mostly, these claims arise under various legislative as well as regulatory efforts aimed at environmental remediation. For instance, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), enacted in 1980 and later modified, enables private parties as well as federal and state governments to take action with respect to releases and threatened releases of hazardous substances. This federal statute permits the recovery of response costs from some liable parties and may require liable parties to undertake their own remedial action. Liability under CERCLA and similar state laws may be imposed on certain parties even if they did not cause the release or threatened release of hazardous substances and may be joint and several with other responsible parties.

The Company has been, and continues to be, involved in litigation involving insurance coverage issues pertaining to asbestos and environmental claims. The Company believes that some court decisions have interpreted the insurance coverage to be broader than the original intent of the insurers and policyholders. These decisions continue to be inconsistent and vary from jurisdiction to jurisdiction.

Uncertainties surrounding the final resolution of these asbestos and environmental claims continue, and it is difficult to estimate our ultimate liability for such claims and related litigation. As a result, these reserves are subject to revision as new information becomes available and as claims develop. The continuing uncertainties include, without limitation:

- the risks and lack of predictability inherent in complex litigation;
- a further increase in the cost to resolve, and/or the number of, asbestos and environmental claims beyond that which is anticipated;
- the emergence of a greater number of asbestos claims than anticipated as a result of extended life expectancies resulting from medical advances and lifestyle improvements;
- the role of any umbrella or excess policies we have issued;
- the resolution or adjudication of disputes concerning coverage for asbestos and environmental claims in a manner inconsistent with our previous assessment of these disputes;
- the number and outcome of direct actions against us;
- future developments pertaining to our ability to recover reinsurance for asbestos and environmental claims;

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- any impact on asbestos defendants we insure due to the bankruptcy of other asbestos defendants;
- the unavailability of other insurance sources potentially available to policyholders, whether through exhaustion of policy limits or through the insolvency of other participating insurers; and
- uncertainties arising from the insolvency or bankruptcy of policyholders.

It is also not possible to predict changes in the legal, regulatory and legislative environment and their impact on the future development of asbestos and environmental claims. This environment could be affected by changes in applicable legislation and future court and regulatory decisions and interpretations, including the outcome of legal challenges to legislative and/or judicial reforms establishing medical criteria for the pursuit of asbestos claims. It is also difficult to predict the ultimate outcome of complex coverage disputes until settlement negotiations near completion and significant legal questions are resolved or, failing settlement, until the dispute is adjudicated. This is particularly the case with policyholders in bankruptcy where negotiations often involve a large number of claimants and other parties and require court approval to be effective.

While the ongoing evaluation of asbestos and environmental claims and associated liabilities considers the inconsistencies of court decisions as to coverage, plaintiffs' expanded theories of liability and the risks inherent in complex litigation and other uncertainties, it is possible that the outcome of the continued uncertainties regarding these claims could result in liability in future periods that differs from current reserves by an amount that could materially and adversely affect our results of operations. See the "Asbestos Claims and Litigation" and "Environmental Claims and Litigation" sections of "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations." Also see "Item 3—Legal Proceedings."

**We are exposed to, and may face adverse developments involving, mass tort claims such as those relating to exposure to potentially harmful products or substances.** In addition to asbestos and environmental claims, we face exposure to other types of mass tort claims, including claims related to exposure to potentially harmful products or substances, including lead paint, silica and welding rod fumes. Establishing claims and claim adjustment expense reserves for mass tort claims is subject to uncertainties because of many factors, including expanded theories of liability, disputes concerning medical causation with respect to certain diseases, geographical concentration of the lawsuits asserting the claims and the potential for a large rise in the total number of claims without underlying epidemiological developments suggesting an increase in disease rates. Moreover, evolving judicial interpretations regarding the application of various tort theories and defenses, including application of various theories of joint and several liabilities, as well as the application of insurance coverage to these claims, make it difficult to estimate our ultimate liability for such claims.

Because of the uncertainties set forth above, additional liabilities may arise for amounts in excess of the current related reserves. In addition, our estimate of claims and claim adjustment expenses may change, and such change could be material. These additional liabilities or increases in estimates, or a range of either, cannot now be reasonably estimated and could materially and adversely affect our results of operations.

**The effects of emerging claim and coverage issues on our business are uncertain.** As industry practices and legal, judicial, social and other environmental conditions change, unexpected and unintended issues related to claim and coverage may emerge. These issues may adversely affect our business, including by extending coverage beyond our underwriting intent, by increasing the number, size or types of claims or by mandating changes to our underwriting practices. Examples of emerging claims and coverage issues include, but are not limited to:

- judicial expansion of policy coverage and the impact of new or expanded theories of liability;

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- plaintiffs targeting property and casualty insurers, including us, in purported class action litigation relating to claims-handling and other practices;
- claims relating to construction defects, which often present complex coverage and damage valuation questions;
- claims under directors' & officers' insurance policies relating to losses from involvement in financial market activities, such as mortgage or financial product origination, distribution, structuring or servicing and foreclosure procedures; failed financial institutions; fraud; possible accounting irregularities; and corporate governance issues;
- claims related to data and network security breaches, information system failures or cyber-attacks, including cases where coverage was not intended to be provided;
- the assertion of "public nuisance" or similar theories of liability, pursuant to which plaintiffs seek to recover monies spent to administer public health care programs, abate hazards to public health and safety and/or recover damages purportedly attributable to a "public nuisance";
- claims related to liability or workers' compensation arising out of the spread of infectious disease or pandemic;
- claims relating to molestation by an employee or a volunteer of an insured;
- claims that link health issues to particular causes (for example, cumulative traumatic head injury from sports or other causes), resulting in liability or workers' compensation claims;
- claims alleging that one or more of our underwriting criteria have a disparate impact on persons belonging to a protected class in violation of the law, including the Fair Housing Act;
- claims arising out of techniques to expand access to oil and gas resources, such as hydraulic fracturing;
- claims arising out of the use of personal cars, homes or other property in commercial transactions, such as ride or home sharing;
- claims relating to unanticipated consequences of current or new technologies or business models or processes; and
- claims relating to potentially changing climate conditions, including higher frequency and severity of weather-related events.

In some instances, these emerging issues may not become apparent for some time after we have issued the affected insurance policies. As a result, the full extent of liability under our insurance policies may not be known for many years after the policies are issued.

In addition, the potential passage of new legislation designed to expand the right to sue, to remove limitations on recovery, to deem by statute the existence of a covered occurrence, to extend the statutes of limitations or otherwise to repeal or weaken tort reforms could have an adverse impact on our business.

The effects of these and other unforeseen emerging claim and coverage issues are extremely hard to predict and could harm our business and materially and adversely affect our results of operations.

**The intense competition that we face could harm our ability to maintain or increase our business volumes and our profitability.** The property and casualty insurance industry is highly competitive, and we believe that it will remain highly competitive for the foreseeable future. We compete with both domestic and foreign insurers which may offer products at prices and on terms that are not consistent with our economic standards in an effort to maintain or increase their business. The competitive environment in which we operate could also be impacted by current general economic conditions, which could reduce the volume of business available to us as well as to our competitors. In recent

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years, pension and hedge funds and other entities with substantial available capital and potentially lower return objectives have increasingly sought to participate in the property and casualty insurance and reinsurance businesses. Well-capitalized new entrants to the property and casualty insurance and reinsurance industries, existing competitors that receive substantial infusions of capital, as well as competitors that can take advantage of more favorable tax domiciles than the United States, may conduct business in ways that adversely impact our business volumes and profitability. Further, an expanded supply of reinsurance capital may lower costs for insurers that rely significantly on reinsurance and, as a consequence, those insurers may be able to price their products more competitively. In addition, the competitive environment could be impacted by changes in customer preferences, including customer demand for direct distribution channels, not only in personal lines (where we currently and may increasingly compete against direct writers), but also in commercial lines (where direct writers may become a more significant source of competition in the future, particularly in the small commercial market). Consolidation within the insurance industry also could alter the competitive environment in which we operate, which may impact our business volumes and/or the rates or terms of our products.

In Personal Insurance, the use of comparative rating technologies has impacted, and may continue to impact, our business as well as the industry as a whole. A substantial amount of the Company's Personal Insurance new business is written after an agent compares quotes using comparative rating technologies, a cost-efficient means of obtaining quotes from multiple companies. Because the use of this technology, whether by agents or directly by customers, facilitates the process of generating multiple quotes, the technology has increased price comparison on new business and, increasingly, on renewal business. It also has resulted in an increase in the level of quote activity and a lower percentage of quotes that result in new business from customers, and these trends may continue or accelerate. If we are not able to operate with a competitive cost structure or accurately estimate and price for claims and claim adjustment expenses, our underwriting margins could be adversely affected over time. Additionally, similar technology is starting to be used to access comparative rates for small commercial business and that trend may continue or accelerate.

Significant technology companies or other third parties have created, and may in the future create, digitally-enabled alternate distribution channels for personal or commercial business that may adversely impact our competitive position. These alternative distribution channels may compete with us directly by providing, or arranging to provide, insurance coverage themselves. See also "Disruptions to our relationships with our independent agents and brokers could adversely affect us" below.

Other technological changes may present competitive risks. For example, innovations, such as telematics and other usage-based methods of determining premiums, can impact product design and pricing and may become an increasingly important competitive factor. Other potential technological changes, such as driverless cars, assisted-driving technologies or technologies that facilitate ride or home sharing, could disrupt the demand for our products from current customers, create coverage issues or impact the frequency or severity of losses, and we may not be able to respond effectively. In addition, our competitive position could be impacted if we are unable to deploy, in a cost effective manner, technology that collects and analyzes a wide variety of data points (so-called "big data" analysis) to make underwriting or other decisions. See also "Our business success and profitability depend, in part, on effective information technology systems and on continuing to develop and implement improvements in technology" below.

Competitive dynamics may impact the success of efforts to improve our underwriting margins on our insurance products. These efforts could include seeking improved rates, as well as improved terms and conditions, and could also include other initiatives, such as reducing operating expenses and acquisition costs. These efforts may not be successful and/or may result in lower retention and new business levels and therefore lower business volumes. In addition, if our underwriting is not effective, further efforts to increase rates could also lead to "adverse selection", whereby accounts retained have higher losses, and are less profitable, than accounts lost. For more detail, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Outlook."

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In particular, in recent years, we have undertaken various actions to improve our underwriting margins in our Agency Automobile line of business. See "Item 1—Business—Personal Insurance—Competition" above for a description of some of these actions, including the offer of a new, more competitively-priced product. These factors include (i) changes in customer preferences and demand for direct distribution channels, (ii) utilization of comparative rating technologies by agents and/or technology companies and (iii) other technological changes, as described above. If our strategies to increase profitability in the Agency Automobile line of business do not continue to be effective, we may need to explore other actions or initiatives to improve our competitive position and profitability in this line of business.

Overall, our competitive position in our various businesses is based on many factors, including but not limited to our:

- ability to profitably price our business, retain existing customers and obtain new business;
- premiums charged, contract terms and conditions, products and services offered (including the ability to design customized programs);
- agent, broker and client relationships;
- ability to keep pace relative to our competitors with changes in technology and information systems;
- speed of claims payment;
- ability to provide our products and services in a cost effective manner;
- ability to adapt to changes in business models, customer preferences or regulation impacting the markets in which we operate;
- perceived overall financial strength and corresponding ratings assigned by independent rating agencies;
- reputation, experience and qualifications of employees;
- geographic scope of business; and
- local presence.

We may have difficulty in continuing to compete successfully on any of these bases in the future. If competition limits our ability to retain existing business or write new business at adequate rates or on appropriate terms, our results of operations could be materially and adversely affected. See "Competition" sections of the discussion on business segments in "Item 1—Business."

**Disruptions to our relationships with our independent agents and brokers could adversely affect us.** We market our insurance products primarily through independent agents and brokers. An important part of our business is written through less than a dozen such intermediaries. Further, there has been a trend of increased consolidation by agents and brokers, which could impact our relationships with, and fees paid to, some agents and brokers, and/or otherwise negatively impact the pricing or distribution of our products. Agents and brokers may increasingly compete with us to the extent that markets increasingly provide them with direct access to providers of capital seeking exposure to insurance risk. See also "The intense competition that we face could harm our ability to maintain or increase our business volumes and our profitability." In all of the foregoing situations, loss of all or a substantial portion of the business provided through such agents and brokers could materially and adversely affect our future business volume and results of operations.

We may also seek to develop new products or distribution channels, which could disrupt our relationships with our agents and brokers. In addition, agents and brokers may create alternate

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distribution channels for commercial business that may adversely impact product differentiation and pricing. Access to greater levels of data and increased utilization of technology by agents and brokers may also impact our relationship with them and our competitive position. Our efforts or their efforts with respect to new products or alternate distribution channels, as well as changes in the way agents and brokers utilize data and technology, could adversely impact our business relationship with independent agents and brokers who currently market our products, resulting in a lower volume and/or profitability of business generated from these sources.

We rely on internet applications for the marketing and sale of certain of our products, and we may increasingly rely on internet applications and toll-free numbers for distribution. In some instances, our agents and brokers are required to access separate business platforms to execute the sale of our personal insurance or commercial insurance products. Should internet disruptions occur, or frustration with our business platforms or distribution initiatives develop among our independent agents and brokers, any resulting loss of business could materially and adversely affect our future business volume and results of operations. See "If we experience difficulties with technology, data security and/or outsourcing relationships, our ability to conduct our business could be negatively impacted" below.

Customers in the past have brought claims against us for the actions of our agents. Even with proper controls in place, actual or alleged errors or inaccuracies by our agents could result in our involvement in disputes, litigation or regulatory actions related to actions taken or not taken by our agents.

**We may not be able to collect all amounts due to us from reinsurers and reinsurance coverage may not be available to us in the future at commercially reasonable rates or at all.** Although the reinsurer is liable to us to the extent of the ceded reinsurance, we remain liable as the direct insurer on all risks reinsured. As a result, ceded reinsurance arrangements do not eliminate our obligation to pay claims. Accordingly, we are subject to credit risk with respect to our ability to recover amounts due from reinsurers.

In the past, certain reinsurers have ceased writing business and entered into runoff. Some of our reinsurance claims may be disputed by the reinsurers, and we may ultimately receive partial or no payment. This is a particular risk in the case of claims that relate to insurance policies written many years ago, including those relating to asbestos and environmental claims. In addition, in a number of jurisdictions, particularly the European Union and the United Kingdom, a reinsurer is permitted to transfer a reinsurance arrangement to another reinsurer, which may be less creditworthy, without a counterparty's consent, provided that the transfer has been approved by the applicable regulatory and/or court authority.

Included in reinsurance recoverables are amounts related to certain structured settlements. Structured settlements are annuities purchased from various life insurance companies to settle certain personal physical injury claims, of which workers' compensation claims comprise a significant portion. In cases where we did not receive a release from the claimant, the structured settlement is included in reinsurance recoverables and the related claim cost is included in the liability for claims and claim adjustment expense reserves, as we retain the contingent liability to the claimant. If it is expected that the life insurance company is not able to pay, we would recognize an impairment of the related reinsurance recoverable if, and to the extent, the purchased annuities are not covered by state guaranty associations. In the event that the life insurance company fails to make the required annuity payments, we would be required to make such payments.

Many life insurance companies were negatively impacted by the financial markets disruption and the economic downturn beginning in 2008. A number of these companies, including certain of those with which we conduct business or to which we otherwise have credit exposure, were downgraded by various rating agencies during this time period. For a discussion of our top reinsurance groups by reinsurance recoverable and the top five groups by amount of structured settlements provided, see

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"Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Reinsurance Recoverables."

The availability and cost of reinsurance are subject to prevailing market conditions, both in terms of price and available capacity. The availability of reinsurance capacity can be impacted by general economic conditions and conditions in the reinsurance market, such as the occurrence of significant reinsured events. The availability and cost of reinsurance could affect our business volume and profitability. In addition, certain countries, particularly in Europe, recently have been pressuring the U.S. to reduce its regulatory requirements for U.S. ceding companies to obtain collateral from reinsurers located outside the United States which, if successful, could make it more difficult for U.S. companies, including us, to obtain sufficient collateral, if any, in such reinsurance arrangements.

Because of the risks set forth above, we may not be able to collect all amounts due to us from reinsurers, and reinsurance coverage may not be available to us in the future at commercially reasonable rates or at all, and/or life insurance companies may fail to make required annuity payments, and thus our results of operations could be materially and adversely affected.

**We are exposed to credit risk in certain of our business and investment operations including reinsurance or structured settlements.** In addition to exposure to credit risk related to our investment portfolio and reinsurance recoverables (discussed above), we are exposed to credit risk in several other areas of our business operations, including credit risk relating to policyholders, independent agents and brokers.

We are exposed to credit risk in our surety insurance operations, where we guarantee to a third party that our customer will satisfy certain performance obligations (e.g., a construction contract) or certain financial obligations, including exposure to large customers who may have obligations to multiple third parties. If our customer defaults, we may suffer losses and not be reimbursed by that customer. In addition, it is customary practice in the surety business for multiple insurers to participate as co-sureties on large surety bonds. Under these arrangements, the co-surety obligations are typically joint and several, in which case we are also exposed to credit risk with respect to our co-sureties.

In addition, a portion of our business is written with large deductible insurance policies. Under casualty insurance contracts with deductible features, we are obligated to pay the claimant the full amount of the claim. We are subsequently reimbursed by the contractholder for the deductible amount, and, as a result, we are exposed to credit risk to the policyholder. Moreover, certain policyholders purchase retrospectively rated workers' compensation policies (i.e., policies in which premiums are adjusted after the policy period based on the actual loss experience of the policyholder during the policy period). Retrospectively rated policies expose us to additional credit risk to the extent that the adjusted premium is greater than the original premium.

Our efforts to mitigate the credit risk that we have to our insureds may not be successful. To reduce such credit risk, we require certain insureds to post collateral for some or all of these obligations, often in the form of pledged securities such as money market funds or letters of credit provided by banks, surety bonds or cash. In cases where we receive pledged securities and the insureds are unable to honor their obligations, we may be exposed to credit risk on the securities pledged and/or the risk that our access to that collateral may be stayed during an insured's bankruptcy. In cases where we receive letters of credit from banks and the insureds are unable to honor their obligations, we are exposed to the credit risk of the banks that issued the letters of credit.

In accordance with industry practice, when policyholders purchase insurance policies from us through independent agents and brokers, the premiums relating to those policies are often paid to the agents and brokers for payment to us. In most jurisdictions, the premiums will be deemed to have been paid to us whether or not they are actually received by us. Consequently, we assume a degree of credit risk associated with amounts due from independent agents and brokers.

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To a large degree, the credit risk we face is a function of the economy; accordingly, we face a greater risk in an economic downturn. While we attempt to manage the risks discussed above through underwriting and investment guidelines, collateral requirements and other oversight mechanisms, our efforts may not be successful. For example, collateral obtained may subsequently have little or no value. Further, the amount of collateral protection we have been able to obtain on the business we write in certain markets has decreased, and may continue to decrease, as a result of competition. As a result, our exposure to the above credit risks could materially and adversely affect our results of operations.

**Within the United States, our businesses are heavily regulated by the states in which we conduct business, including licensing and supervision, and changes in regulation may reduce our profitability and limit our growth.** These regulatory systems are generally designed to protect the interests of policyholders, and not necessarily the interests of insurers, their shareholders and other investors. For example, to protect policyholders whose insurance company becomes financially insolvent, guaranty funds have been established in all 50 states to pay the covered claims of policyholders in the event of an insolvency of an insurer, subject to applicable state limits. The funding of guaranty funds is provided through assessments levied against remaining insurers in the marketplace. As a result, the insolvency of one or more insurance companies could result in additional assessments levied against us. In addition, several states restrict the timing and/or the ability of an insurer to discontinue writing a line of business or to cancel or non-renew certain policies.

These regulatory systems also address authorization for lines of business, statutory capital and surplus requirements, limitations on the types and amounts of certain investments, underwriting limitations, transactions with affiliates, dividend limitations, changes in control, premium rates and a variety of other financial and non-financial components of an insurer's business.

In recent years, the state insurance regulatory framework has come under increased scrutiny, and some state legislatures have considered or enacted laws that may alter or increase state authority to regulate insurance companies and insurance holding companies. Further, the NAIC and state insurance regulators continually re-examine existing laws and regulations, specifically focusing on modifications to holding company regulations, interpretations of existing laws and the development of new laws and regulations.

Included in these changes is an amendment to insurance holding company regulations that require insurers who are part of a holding company system to file an enterprise risk report to provide the lead insurance regulator with a summary of the company's enterprise risk management (ERM) framework including the material risks within the insurance holding company system that could pose risk to the insurance entities within the holding company system. Insurers having premium volume above certain thresholds, including the Company, are also required to perform at least annually a self-assessment of their current and future risks, including their likely future solvency position (known as an own risk and solvency assessment or ORSA) and file a confidential report with the insurer's lead insurance regulator. The ORSA concept has two primary goals, which are to foster an effective level of ERM at all insurers within the holding company system, and to provide a group wide perspective on risk and capital as a supplement to the legal entity view. ORSA is now included in the International Association of Insurance Supervisors (IAIS) standards and is in various stages of implementation in the United States, Europe, Canada, and other jurisdictions. It is possible that, as a result of ORSA and the manner in which it may be used by insurance regulators, our states of domicile or other regulatory bodies may require changes in our ERM process (e.g., prescribe the use of specific models or the application of certain assumptions in the Company's models) that have the effect of limiting our ability to write certain risks, limit our risk appetite to write additional business or reduce our capital management flexibility. See "Enterprise Risk Management" herein for further discussion of the Company's ERM.

The NAIC and state insurance regulators, as well as the Federal Reserve and Federal Insurance Office, are currently working with the IAIS to develop a global common framework (ComFrame) for

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the supervision of internationally active insurance groups (IAIGs). If adopted, ComFrame would require the designation of a group-wide supervisor (regulator) for each IAIG and would impose a group capital requirement that would be applied to an IAIG in addition to the current legal entity capital requirements imposed by state insurance regulators. In response to ComFrame, the NAIC is developing a model law that would allow state insurance regulators in the U.S. to be designated as group-wide supervisors for U.S. based IAIGs. Additionally, the NAIC is developing a group capital standard that would be applied to U.S. based insurance groups. These regulatory developments could increase the amount of capital that the Company is required to have and could result in the Company being subject to increased regulatory requirements.

In a time of financial uncertainty or a prolonged economic downturn or otherwise, regulators may choose to adopt more restrictive insurance laws and regulations. For example, insurance regulators may choose to restrict the ability of insurance subsidiaries to make payments to their parent companies or reject rate increases due to the economic environment. The state insurance regulators may also increase the statutory capital and surplus requirements for our insurance subsidiaries. In addition, state tax laws that specifically impact the insurance industry, such as premium taxes or other taxes, may be enacted or changed by states to raise revenues.

State laws or regulations that are adopted or amended may be more restrictive than current laws or regulations and may result in lower revenues and/or higher costs of compliance and thus could materially and adversely affect our results of operations and limit our growth.

**Changes in federal regulation could impose significant burdens on us and otherwise adversely impact our results.** While the U.S. federal government has not historically regulated the insurance business, in 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) established a Federal Insurance Office (FIO) within the U.S. Department of the Treasury. The FIO has limited regulatory authority and is empowered to gather data and information regarding the insurance industry and insurers. In December 2013, the FIO released a report recommending ways to modernize and improve the system of insurance regulation in the United States. While the report did not recommend full federal regulation of insurance, it did suggest an expanded federal role in some circumstances. In addition, the report suggested that Congress should consider direct federal involvement to fill regulatory gaps identified in the report, should those gaps persist, for example, by considering either establishing a federal coordinating body or a direct regulator of select aspects of the industry, such as large complex institutions or institutions that seek a federal charter, if a law is passed to allow a federal charter. It is not clear as to the extent, if any, the report will lead to regulatory changes or how any such changes would impact the Company.

The Dodd-Frank Act also gives the Federal Reserve supervisory authority over a number of nonbank financial services holding companies, including insurance companies, if they are designated by a two-thirds vote of a Financial Stability Oversight Council (the FSOC) as "systemically important financial institutions" (SIFI) or own a bank or thrift. The FSOC, chaired by the Secretary of the Treasury, is a group of federal financial regulators, a state insurance regulator and an independent insurance expert. The FSOC considers companies for designation as a SIFI annually and finalized its first set of SIFI designations in 2013. The Company, based upon the FSOC's rules and interpretive guidance, has not been designated as a SIFI. Nonetheless, it is possible that the Council may change its rules or interpretations in the future and conclude that we are a SIFI. If we were designated as a SIFI, the Federal Reserve's supervisory authority could include the ability to impose heightened financial regulation and could impact requirements regarding our capital, liquidity and leverage as well as our business and investment conduct. As a result of the foregoing, the Dodd-Frank Act, or other additional federal regulation that is adopted in the future, could impose significant burdens on us, including impacting the ways in which we conduct our business, increasing compliance costs and duplicating state regulation, and could result in a competitive disadvantage, particularly relative to other insurers that may not be subject to the same level of regulation. Changes in the U.S. regulatory framework could

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impact the overall competitive environment by imposing additional burdens on us and allowing other competitors not subject to these same burdens to enter or expand their insurance businesses.

Even if we are not subject to additional regulation by the federal government, significant financial sector regulatory reform, including the Dodd-Frank Act, could have a significant impact on us. For example, regulatory reform could have an unexpected impact on our rights as a creditor or on our competitive position. In particular, the Dodd-Frank Act authorizes assessments to pay for the resolution of systemically important financial institutions that have become insolvent. We (as a financial company with more than \$50 billion in assets) could be assessed, and, although any such assessment is required to be risk weighted (i.e., riskier firms pay more), such costs could be material to us and are not currently estimable.

Other potential changes in U.S. federal legislation, regulation and/or administrative policies, including the potential repeal of the McCarran-Ferguson Act (which exempts insurance from most federal regulation) and potential changes in federal taxation, could also significantly harm the insurance industry, including us.

**A downgrade in our claims-paying and financial strength ratings could adversely impact our business volumes, adversely impact our ability to access the capital markets and increase our borrowing costs.** Claims-paying and financial strength ratings are important to an insurer's competitive position. Rating agencies periodically review insurers' ratings and change their ratings criteria; therefore, our current ratings may not be maintained in the future. A downgrade in one or more of our ratings could negatively impact our business volumes because demand for certain of our products may be reduced, particularly because many customers may require that we maintain minimum ratings to enter into, maintain or renew business with us. Additionally, we may find it more difficult to access the capital markets and we may incur higher borrowing costs. If significant losses, including, but not limited to, those resulting from one or more major catastrophes, or significant reserve additions or significant investment losses were to cause our capital position to deteriorate significantly, or if one or more rating agencies substantially increase their capital requirements, we may need to raise equity capital in the future (which we may not be able to do at a reasonable cost or at all, especially at a time of financial market disruption) in order to maintain our ratings or limit the extent of a downgrade. A continued trend of more frequent and severe weather-related catastrophes or a prolonged financial market disruption or economic downturn may lead rating agencies to substantially increase their capital requirements. See also "During or following a period of financial market disruption or economic downturn, our business could be materially and adversely affected." For further discussion about our ratings, see "Item 1—Business—Ratings."

**The inability of our insurance subsidiaries to pay dividends to our holding company in sufficient amounts would harm our ability to meet our obligations, pay future shareholder dividends or make future share repurchases.** Our holding company relies on dividends from our U.S. insurance subsidiaries to meet our obligations for payment of interest and principal on outstanding debt, to pay dividends to shareholders, to make contributions to our qualified domestic pension plan, to pay other corporate expenses and to make share repurchases. The ability of our insurance subsidiaries to pay dividends to our holding company in the future will depend on their statutory capital and surplus, earnings and regulatory restrictions.

We are subject to state insurance regulation as an insurance holding company system. Our U.S. insurance subsidiaries are subject to various regulatory restrictions that limit the maximum amount of dividends available to be paid to their parent without prior approval of insurance regulatory authorities. In a time of prolonged economic downturn or otherwise, insurance regulators may choose to further restrict the ability of insurance subsidiaries to make payments to their parent companies. The ability of our insurance subsidiaries to pay dividends to our holding company is also restricted by regulations that set standards of solvency that must be met and maintained.

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The inability of our insurance subsidiaries to pay dividends to our holding company in an amount sufficient to meet our debt service obligations and other cash requirements could harm our ability to meet our obligations, to pay future shareholder dividends and to make share repurchases.

**Our efforts to develop new products or expand in targeted markets may not be successful and may create enhanced risks.** A number of our recent and planned business initiatives involve developing new products or expanding existing products in targeted markets. This includes the following efforts, from time to time, to protect or grow market share:

- We may develop products that insure risks we have not previously insured, contain new coverage or coverage terms or contain different commission terms.
- We may refine our underwriting processes.
- We may seek to expand distribution channels.
- We may focus on geographic markets within or outside of the United States where we have had relatively little or no market share.

We may not be successful in introducing new products or expanding in targeted markets and, even if we are successful, these efforts may create enhanced risks. Among other risks:

- Demand for new products or in new markets may not meet our expectations.
- To the extent we are able to market new products or expand in new markets, our risk exposures may change, and the data and models we use to manage such exposures may not be as sophisticated or effective as those we use in existing markets or with existing products. This, in turn, could lead to losses in excess of our expectations.
- Models underlying automated underwriting and pricing decisions may not be effective.
- Efforts to develop new products or markets have the potential to create or increase distribution channel conflict, such as described above under "— Disruptions to our relationships with our independent agents and brokers could adversely affect us."
- In connection with the conversion of existing policyholders to a new product, some policyholders' pricing may increase, while the pricing for other policyholders may decrease, the net impact of which could negatively impact retention and profit margins.
- To develop new products or markets, we may need to make substantial capital and operating expenditures, which may also negatively impact results in the near term.

If our efforts to develop new products or expand in targeted markets are not successful, our results of operations could be materially and adversely affected.

**We may be adversely affected if our pricing and capital models provide materially different indications than actual results.** The profitability of our property and casualty business substantially depends on the extent to which our actual claims experience is consistent with the assumptions we use in pricing our policies. We utilize proprietary and third party models to help us price business in a manner that is intended to be consistent, over time, with actual results and return objectives. We incorporate the Company's historical loss experience, external industry data and economic indices into our modeling processes, and we use various methods, including predictive modeling, forecasting and sophisticated simulation modeling techniques, to analyze loss trends and the risks associated with our assets and liabilities. We also use these modeling processes, analyses and methods in making underwriting, pricing and reinsurance decisions as part of managing our exposure to catastrophes and other extreme adverse events. These modeling processes incorporate numerous assumptions and forecasts about the future level and variability of: interest rates, inflation, capital requirements, and

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frequency and severity of losses, among others, that are difficult to make and may differ materially from actual results.

Whether we use a proprietary or third party model, future experience may be materially different from past and current experience incorporated in a model's forecasts or simulations. This includes the likelihood of events occurring or continuing or the correlation among events. Third party models may provide substantially different indications than what our proprietary modeling processes provide. As a result, third party model estimates of losses can be, and often have been, materially different for similar events in comparison to our proprietary estimates. The differences between third party model estimates and our proprietary estimates are driven by the use of different data sets as well as different assumptions and forecasts regarding the frequency and severity of events and claims arising from the events.

If we fail to appropriately price the risks we insure, or fail to change our pricing model to appropriately reflect our current experience, or if our claims experience is more frequent or severe than our underlying risk assumptions, our profit margins may be negatively affected. If we underestimate the frequency and/or severity of extreme adverse events occurring, our financial condition may be adversely affected. If we overestimate the risks we are exposed to, we may overprice our products, and new business growth and retention of our existing business may be adversely affected. As we expand into different markets and geographies, we will write more policies in markets and geographical areas where we have less data specific to these new markets and geographies, and, accordingly, we may be more susceptible to error in our models and strategy. See "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Catastrophe Modeling."

**Our business success and profitability depend, in part, on effective information technology systems and on continuing to develop and implement improvements in technology.** We depend in large part on our technology systems for conducting business and processing claims, as well as for providing the data and analytics we utilize to manage our business, and thus our business success is dependent on maintaining the effectiveness of existing technology systems and on continuing to develop and enhance technology systems that support our business processes and strategic initiatives in a cost and resource efficient manner. Some system development projects are long-term in nature, may negatively impact our expense ratios as we invest in the projects and may cost more than we expect to complete. In addition, system development projects may not deliver the benefits or perform as expected, or may be replaced or become obsolete more quickly than expected, which could result in operational difficulties, additional costs or accelerated recognition of expenses. If we do not effectively and efficiently manage and upgrade our technology portfolio, including with respect to the technology portfolio of our recently acquired businesses, or if the costs of doing so are higher than we expect, our ability to provide competitive services to new and existing customers in a cost effective manner and our ability to implement our strategic initiatives could be adversely impacted.

**If we experience difficulties with technology, data and network security, outsourcing relationships, or cloud-based technology, our ability to conduct our business could be negatively impacted.** While technology can streamline many business processes and ultimately reduce the cost of operations, technology initiatives present significant risks. Our business is highly dependent upon our employees' ability to perform, in an efficient and uninterrupted fashion, necessary business functions. A shut-down of, or inability to access, one or more of our facilities (including our primary data processing facility); a power outage; or a failure of one or more of our information technology, telecommunications or other systems could significantly impair our ability to perform such functions on a timely basis, particularly if such an interruption lasts for an extended period of time. In the event of a computer virus or disaster such as a natural catastrophe, terrorist attack or industrial accident, our systems could be inaccessible for an extended period of time. In addition, because our information technology and telecommunications systems increasingly interface with and depend on third-party systems, including cloud-based, we could experience service denials or failures of controls if demand for our service

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exceeds capacity or a third-party system fails or experiences an interruption. Business interruptions and failures of controls could also result if our internal systems do not interface with each other as intended, including as it relates to recently acquired businesses. Business continuity can also be disrupted by an event, such as a pandemic, that renders large numbers of a workforce unable to work as needed, particularly at critical locations; for example, our largest location employs about 20% of our employees. If our business continuity plans did not sufficiently address a business interruption, system failure or service denial, this could result in a deterioration of our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner or perform other necessary business functions.

Our operations rely on the reliable and secure processing, storage and transmission of confidential and other information in our computer systems and networks. Computer viruses, hackers (including individuals, organizations or rogue states) and employee or vendor misconduct, and other external hazards, could expose our data systems to security breaches, cyber-attacks or other disruptions. In addition, we routinely transmit and receive personal, confidential and proprietary information by e-mail and other electronic means. While we attempt to develop secure transmission capabilities with third-party vendors and others with whom we do business, we may be unable to put in place secure capabilities with all of such vendors and third parties and, in addition, these third parties may not have appropriate controls in place to protect the confidentiality of the information.

Like other global companies, our computer systems are regularly subject to and will continue to be the target of computer viruses, malware or other malicious codes, unauthorized access, cyber-attacks or other computer-related penetrations. While we have experienced threats to our data and systems, to date, we are not aware that we have experienced a material cyber-security breach. However, over time, the sophistication of these threats continues to increase. Our administrative and technical controls as well as other preventative actions we take to reduce the risk of cyber incidents and protect our information may be insufficient to detect or prevent unauthorized access, other physical and electronic break-ins, cyber-attacks or other security breaches to our computer systems or those of third parties with whom we do business. In addition, new technology that could result in greater operational efficiency may further expose our computer systems to the risk of cyber-attacks.

We have increasingly outsourced certain technology and business process functions to third parties and may continue to do so in the future. If we do not effectively develop, implement and monitor our outsourcing relationships, third party providers do not perform as anticipated, we experience technological or other problems with a transition, or outsourcing relationships relevant to our business process functions are terminated, we may not realize expected productivity improvements or cost efficiencies and may experience operational difficulties, increased costs and a loss of business. Our outsourcing of certain technology and business process functions to third parties may expose us to increased risk related to data security or service disruptions, which could result in monetary and reputational damages or harm to our competitive position. In addition to risks caused by third party providers, our ability to receive services from third party providers outside of the United States might be impacted by cultural differences, political instability, unanticipated regulatory requirements or public policy inside or outside of the United States.

The increased risks identified above could expose us to data loss, disruption of service, monetary and reputational damages, competitive disadvantage and significant increases in compliance costs and costs to improve the security and resiliency of our computer systems. The compromise of personal, confidential or proprietary information could also subject us to legal liability or regulatory action under evolving cyber-security, data protection and privacy laws and regulations enacted by the U.S. federal and state governments, Canada, the European Union or other jurisdictions or by various regulatory organizations or exchanges. As a result, our ability to conduct our business and our results of operations might be materially and adversely affected.

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**We are also subject to a number of additional risks associated with our business outside the United States.** We conduct business outside the United States primarily in Canada, the United Kingdom and the Republic of Ireland. In addition, we conduct business in Brazil, primarily through a joint venture, and we have an indirect interest in a joint venture in Colombia. We may also explore opportunities in other countries, including other Latin American countries and other emerging markets such as India.

In conducting business outside of the United States, we are also subject to a number of additional risks, particularly in emerging economies. These risks include restrictions such as price controls, capital controls, currency exchange limits, ownership limits and other restrictive or anti-competitive governmental actions or requirements, which could have an adverse effect on our business and our reputation. Following the completion of our acquisition of Dominion, a larger portion of our premiums from outside of the United States is generated in Canada, a substantial portion of which consists of automobile premiums from the province of Ontario, which is a highly regulated market. Our business activities outside the United States may also subject us to currency risk and, in some markets, it may be difficult to effectively hedge that risk, or we may choose not to hedge that risk. In addition, in some markets, we may invest as part of a joint venture with a local counterparty. Because our governance rights may be limited, we may not have control over the ability of the joint venture to make certain decisions and/or mitigate risks it faces, and significant disagreements with a joint venture counterparty may adversely impact our investment. Our business activities outside the United States could subject us to increased volatility in earnings resulting from the need to recognize and subsequently revise a valuation allowance associated with income taxes if we became unable to fully utilize any deferred tax assets, including loss carry-forwards from those foreign operations. Also, political instability, particularly in emerging economies, could result in financial market disruption or an economic downturn in such regions.

Our business activities outside the United States also subject us to additional domestic and foreign laws and regulations, including the Foreign Corrupt Practices Act and similar laws in other countries that prohibit the making of improper payments to foreign officials. Although we have policies and controls in place that are designed to ensure compliance with these laws, if those controls are ineffective and an employee or intermediary fails to comply with applicable laws and regulations, we could suffer civil and criminal penalties and our business and our reputation could be adversely affected. Some countries, particularly emerging economies, have laws and regulations that lack clarity and, even with local expertise and effective controls, it can be difficult to determine the exact requirements of, and potential liability under, the local laws. In some jurisdictions, including Brazil, parties to a joint venture may, in some circumstances, have liability for some obligations of the venture, and that liability may extend beyond the capital invested. Failure to comply with local laws in a particular market may result in substantial liability and could have a significant and negative effect not only on our business in that market but also on our reputation generally.

In addition, competition for skilled employees in developing markets and other non-U.S. locations may be intense. If we are not able to hire, integrate, motivate and retain a sufficient number of employees with the knowledge and background necessary for our global businesses, those businesses and our results of operations may be adversely affected.

**Regulatory changes outside of the United States, including in Canada and the European Union, could adversely impact our results of operations and limit our growth.** Insurance laws or regulations that are adopted or amended in jurisdictions outside the U.S. may be more restrictive than current laws or regulations and may result in lower revenues and/or higher costs of compliance and thus could materially and adversely affect our results of operations and limit our growth.

In particular, the European Union's executive body, the European Commission, implemented new capital adequacy and risk management regulations called Solvency II on January 1, 2016 that apply to

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the Company's businesses across the European Union. Under Solvency II, it is possible that the U.S. parent of a European Union subsidiary could be subject to certain Solvency II requirements if the regulator determines that the subsidiary's capital position is dependent on the parent company and the U.S. company is not already subject to regulations deemed "equivalent" to Solvency II. In addition, regulators in countries where the Company has operations are working with the International Association of Insurance Supervisors (IAIS) (and with the NAIC, the Federal Reserve and FIO in the U.S.) to consider changes to insurance company supervision, including group supervision and group capital requirements.

In July 2013, the IAIS published a methodology for identifying "global systemically important insurers" (G-SIIs) and high level policy measures that will apply to the G-SIIs. The methodology and measures were endorsed by the Financial Stability Board (FSB) created by the G-20. Using the IAIS methodology, the FSB, working with national authorities and the IAIS, identified nine insurers that they designated as G-SIIs. The IAIS is working on the policy measures which include higher capital requirements and enhanced supervision. The Company has not been designated as a G-SII by the FSB; however, the FSB updates the list annually, and it is possible that the methodologies could be amended or interpreted differently in the future and the Company could be named as a G-SII.

The IAIS also is in the process of developing the Common Framework for the Supervision of Internationally Active Insurance Groups (Comframe). The IAIS released a Consultation Draft in October 2013, which may lead to similar policy measures as those being developed for G-SIIs, including group supervision and an Insurance Capital Standard (i.e., global group capital requirement). The IAIS revised the Comframe guidance based on comments received and is currently in the process of field testing many of the requirements. The Company would be considered an Internationally Active Insurance Group under the current Consultation Draft. It is possible that Comframe, if adopted, could lead to enhanced supervision and higher capital standards on a global basis if the IAIS, the NAIC and the individual states adopt the proposed or similar provisions.

While it is not yet known how or if these actions will impact us, such regulation could result in increased costs of compliance, increased disclosure and less flexibility in our capital management, and could adversely impact our results of operations and limit our growth.

**Loss of or significant restrictions on the use of particular types of underwriting criteria, such as credit scoring, or other data or methodologies, in the pricing and underwriting of our products could reduce our future profitability.** Our underwriting profitability depends in large part on our ability to competitively price our products at a level that will adequately compensate us for the risks assumed. As a result, risk selection and pricing through the application of actuarially sound and segmented underwriting criteria is critical. However, laws or regulations, or judicial or administrative findings, could significantly curtail the use of particular types of underwriting criteria. For example, we may use credit scoring as a factor in pricing decisions where allowed by state law. Some consumer groups and/or regulators have alleged that the use of credit scoring violates the law by discriminating against persons belonging to a protected class and are calling for the prohibition or restrictions on the use of credit scoring in underwriting and pricing. A variety of other underwriting criteria and other data or methodologies used in personal and commercial insurance have been and continue to be criticized by regulators, government agencies, consumer groups or individuals on similar or other grounds. Resulting regulatory actions or litigation could result in negative publicity and/or generate adverse rules or findings, such as curtailing the use of important underwriting criteria, or other data or methodologies, each of which could adversely affect our future profitability.

**Acquisitions and integration of acquired businesses may result in operating difficulties and other unintended consequences.** From time to time we may investigate and pursue acquisition opportunities if we believe that such opportunities are consistent with our long-term objectives and that the potential rewards of an acquisition justify the risks. The process of integrating an acquired company or business

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can be complex and costly, however, and may create unforeseen operating difficulties and expenditures. For example, acquisitions may present significant risks, including:

- the potential disruption of our ongoing business;
- the ineffective integration of, or other difficulties with, underwriting, risk management, claims handling, information technology and actuarial practices;
- uncertainties related to an acquiree's reserve estimates and its design and operation of internal controls over financial reporting;
- the diversion of management time and resources to acquisition integration challenges;
- the loss of key employees;
- unforeseen liabilities;
- the cultural challenges associated with integrating employees; and
- the impact on our financial position and/or credit ratings.

Acquired businesses may not perform as projected, any cost savings and other synergies anticipated from the acquisition may not materialize and costs associated with the integration may be greater than anticipated. Acquired businesses may not be successfully integrated, resulting in substantial costs or delays and adversely affecting our ability to compete. Accordingly, our results of operations might be materially and adversely affected.

**We could be adversely affected if our controls designed to ensure compliance with guidelines, policies and legal and regulatory standards are not effective.** Our business is highly dependent on our ability to engage on a daily basis in a large number of insurance underwriting, claim processing and investment activities, many of which are highly complex. These activities often are subject to internal guidelines and policies, as well as legal and regulatory standards. A control system, no matter how well designed and operated, can provide only reasonable assurance that the control system's objectives will be met. If our controls are not effective, it could lead to financial loss, unanticipated risk exposure (including underwriting, credit and investment risk), errors in financial reporting or damage to our reputation.

In addition, ineffective controls, including with respect to any joint ventures or recently acquired businesses, could lead to litigation or regulatory action. The volume of claims and amount of damages and penalties claimed in litigation and regulatory proceedings against various types of financial institutions have increased in recent years. Substantial legal liability or significant regulatory action against us could have a material adverse financial impact. See note 16 of notes to our consolidated financial statements herein for a discussion of certain legal proceedings in which we are involved.

**Our businesses may be adversely affected if we are unable to hire and retain qualified employees.** There is significant competition from within the property and casualty insurance industry and from businesses outside the industry for qualified employees, especially those in key positions and those possessing highly specialized underwriting knowledge. Our performance is largely dependent on the talents, efforts and proper conduct of highly-skilled individuals, including our senior executives (many of whom have decades of experience in the insurance industry), and the Board of Directors regularly engages in succession discussions. See "Item 10—Directors, Executive Officers and Corporate Governance" for more information relating to our executive officers, including our senior leaders. For many of our senior positions, we compete for talent not just with insurance or financial service companies, but with other large companies and other businesses. Our continued ability to compete effectively in our businesses and to expand into new business areas depends on our ability to attract new employees and to retain and motivate our existing employees. If we are not able to successfully

attract, retain and motivate our employees, our business, financial results and reputation could be materially and adversely affected.

**Intellectual property is important to our business, and we may be unable to protect and enforce our own intellectual property or we may be subject to claims for infringing the intellectual property of others.** Our success depends in part upon our ability to protect our proprietary trademarks, technology and other intellectual property. See "Item 1—Other Information—Intellectual Property." We may not, however, be able to protect our intellectual property from unauthorized use and disclosure by others. Further, the intellectual property laws may not prevent our competitors from independently developing trademarks, products and services that are similar to ours. Moreover, the agreements we execute to protect our intellectual property rights may be breached, and we may not have adequate remedies in response. Our attempts to patent or register our intellectual property rights in the U.S. and worldwide may not succeed initially or may later be challenged by third parties. Further, the laws of certain countries outside the United States may not adequately protect our intellectual property rights. We may incur significant costs in our efforts to protect and enforce our intellectual property, including the initiation of expensive and protracted litigation, and we may not prevail. Any inability to enforce our intellectual property rights could have a material adverse effect on our business and our ability to compete.

We may be subject to claims by third parties from time to time that our products, services and technologies infringe on their intellectual property rights. In recent years, certain entities have acquired patents in order to allege claims of infringement against companies, including in some cases, us. Any intellectual property infringement claims brought against us could cause us to spend significant time and money to defend ourselves, regardless of the merits of the claims. If we are found to infringe any third-party intellectual property rights, it could result in reputational harm, payment of significant monetary damages, payment of license fees (if licenses are even available to us, on reasonable terms or otherwise) and/or substantial time and expense to redesign our products, services or technologies to avoid the infringement. In addition, we use third party software in some of our products, services and technologies. If any of our software vendors or licensors are faced with infringement claims, we may lose our ability to use such software until the dispute is resolved. If we cannot successfully redesign an infringing product, service or technology (or procure a substitute version), this could have a material adverse effect on our business and our ability to compete.

**Changes to existing accounting standards may adversely impact our reported results.** As a U.S.-based SEC registrant, we are currently required to prepare our financial statements in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP), as promulgated by the Financial Accounting Standards Board (FASB), subject to the accounting-related rules and interpretations of the Securities and Exchange Commission (SEC). During the last several years, the SEC has been evaluating whether, when and how International Financial Reporting Standards (IFRS) should be incorporated into the U.S. financial reporting system, including for companies such as us. In December 2014, the SEC indicated that it plans to explore allowing IFRS financial statements or financial information as supplemental information in SEC filings.

The FASB and the International Accounting Standards Board (IASB) have been working on a long-term project to converge U.S. GAAP and IFRS, which included a project on insurance accounting. While the FASB decided during 2014 to retain current U.S. GAAP for property and casualty insurance contracts, the IASB is continuing its development of a new model that is significantly different than current U.S. GAAP.

We are not able to predict whether we will choose to, or be required to, adopt IFRS or how the adoption of IFRS (or the convergence of U.S. GAAP and IFRS, including the project on the accounting for insurance contracts) may impact our financial statements in the future. Changes in accounting standards, particularly those that specifically apply to insurance company operations, may

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impact the content and presentation of our reported financial results and could cause increased volatility in reported earnings, resulting in other adverse impacts on the Company's ratings and cost of capital, and decrease the understandability of our financial results as well as the comparability of our reported results with other insurers.

**Changes in U.S. tax laws or in the tax laws of other jurisdictions in which we operate could adversely impact us.** Tax laws may change in ways that adversely impact us. For example, federal tax legislation could be enacted to reduce the existing statutory U.S. federal corporate income tax rate from 35%, which would, accordingly, reduce any U.S. deferred tax asset. The amount of any net deferred tax asset is volatile and significantly impacted by changes in unrealized investment gains and losses. The effect of a reduction in a tax rate on net deferred tax assets is required to be recognized, in full, as a reduction of income from continuing operations in the period when enacted and, along with other changes in the tax rules that may increase the Company's actual tax expense, could materially and adversely affect our results of operations.

Our investment portfolio has benefited from tax exemptions and certain other tax laws, including, but not limited to, those governing dividends-received deductions and tax credits (such as foreign tax credits). Federal and/or state tax legislation could be enacted in connection with deficit reduction or various types of fundamental tax reform that would lessen or eliminate some or all of the tax advantages currently benefiting us and therefore could materially and adversely impact our results of operations. In addition, such legislation could adversely affect the value of our investment portfolio, particularly changes to the taxation of interest from municipal bonds (which comprise 45% of our investment portfolio as of December 31, 2015) could materially and adversely impact the value of those bonds.

Other tax law changes could adversely impact us. The size of the federal deficit, as well as the budget constraints faced by many states and localities, increases the likelihood that Congress and state and local governments will raise revenue by enacting legislation increasing the taxes paid by individuals and corporations.

**Item 1B. UNRESOLVED STAFF COMMENTS**

NONE.

**Item 2. PROPERTIES**

The Company leases its principal executive offices in New York, New York, as well as 234 field and claim offices totaling approximately 4.7 million square feet throughout the United States under leases or subleases with third parties. The Company also leases offices in Canada, the United Kingdom, Brazil, India, China and the Republic of Ireland that house operations (primarily for the Business and International Insurance segment) in those locations. The Company owns six buildings in Hartford, Connecticut, consisting of approximately 1.8 million square feet of office space. The Company also owns an office building in St. Paul, Minnesota which consists of approximately 587,000 square feet of office space. The Company also owns buildings located in Norcross, Georgia and Omaha, Nebraska. The Company owns a building in London, England, which houses a portion of its Business and International Insurance segment's operations in the United Kingdom.

In the opinion of the Company's management, the Company's properties are adequate and suitable for its business as presently conducted and are adequately maintained.

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**Item 3. LEGAL PROCEEDINGS**

The information required with respect to this item can be found under "Contingencies" in note 16 of notes to the consolidated financial statements in this annual report and is incorporated by reference into this Item 3.

**Item 4. MINE SAFETY DISCLOSURES**

NONE.

**EXECUTIVE OFFICERS OF THE REGISTRANT**

Information about the Company's executive officers is incorporated by reference from Part III, Item 10 of this annual report.

**PART II**

**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

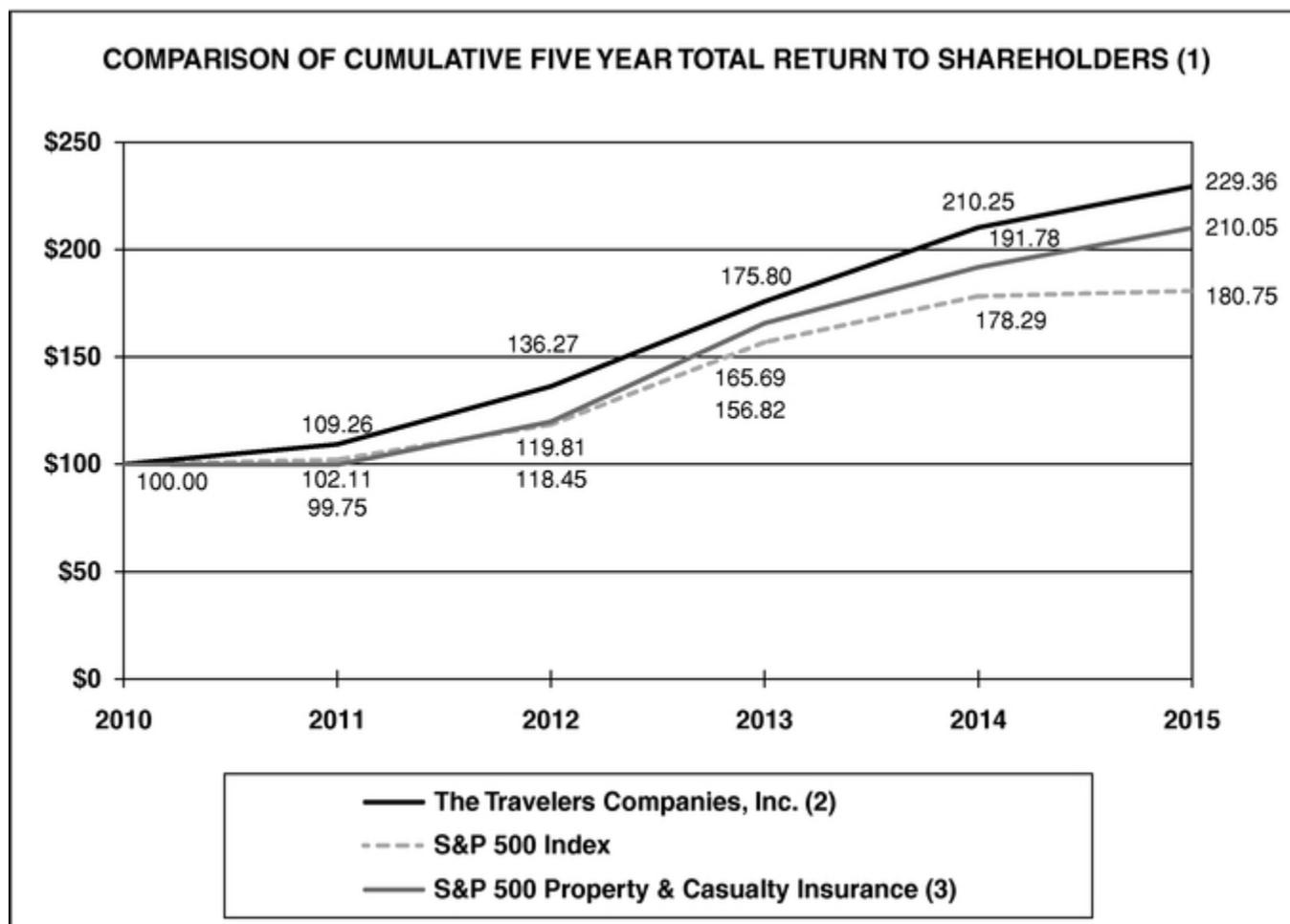
The Company's common stock is traded on the New York Stock Exchange under the symbol "TRV." The number of holders of record, including individual owners, of the Company's common stock was 47,403 as of February 5, 2016. This is not the actual number of beneficial owners of the Company's common stock, as shares are held in "street name" by brokers and others on behalf of individual owners. The following table sets forth the high and low closing sales prices of the Company's common stock for each quarter during the last two fiscal years and the amount of cash dividends declared per share.

	<u>High</u>	<u>Low</u>	<u>Cash Dividend Declared</u>
<b>2015</b>			
First Quarter	\$ 109.73	\$ 102.82	\$ 0.55
Second Quarter	108.67	96.14	0.61
Third Quarter	107.82	97.49	0.61
Fourth Quarter	115.83	98.34	0.61
<b>2014</b>			
First Quarter	\$ 89.33	\$ 80.26	\$ 0.50
Second Quarter	95.60	84.39	0.55
Third Quarter	95.95	89.12	0.55
Fourth Quarter	106.95	91.81	0.55

The Company paid cash dividends per share of \$2.38 in 2015 and \$2.15 in 2014. Future dividend decisions will be based on, and affected by, a number of factors, including the operating results and financial requirements of the Company and the impact of dividend restrictions. For information on dividends, as well as restrictions on the ability of certain of the Company's subsidiaries to transfer funds to the Company in the form of cash dividends or otherwise, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources." Dividends will be paid by the Company only if declared by its board of directors out of funds legally available, and subject to any other restrictions that may be applicable to the Company.

### SHAREHOLDER RETURN PERFORMANCE GRAPH

The following graph shows a five-year comparison of the cumulative total return to shareholders for the Company's common stock and the common stock of companies included in the S&P 500 Index and the S&P 500 Property & Casualty Insurance Index, which the Company believes is the most appropriate comparative index.



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- (1) The cumulative return to shareholders is a concept used to compare the performance of a company's stock over time and is the ratio of the net stock price change plus the cumulative amount of dividends over the specified time period (assuming dividend reinvestment), to the stock price at the beginning of the time period.
- (2) Assumes \$100 invested in common shares of The Travelers Companies, Inc. on December 31, 2010.
- (3) Companies in the S&P 500 Property & Casualty Insurance Index as of December 31, 2015 were the following: The Travelers Companies, Inc., The Chubb Corporation, Cincinnati Financial Corporation, The Progressive Corporation, The Allstate Corporation, XL Group plc, and ACE Limited.

Returns of each of the companies included in this index have been weighted according to their respective market capitalizations.

### ISSUER PURCHASES OF EQUITY SECURITIES

The table below sets forth information regarding repurchases by the Company of its common stock during the periods indicated.

<u>Period Beginning</u>	<u>Period Ending</u>	<u>Total number of shares purchased</u>	<u>Average price paid per share</u>	<u>Total number of shares purchased as part of publicly announced plans or programs</u>	<u>Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions)</u>
Oct. 1, 2015	Oct. 31, 2015	1,524,460	\$ 113.18	1,518,496	\$ 4,162
Nov. 1, 2015	Nov. 30, 2015	4,603,157	113.93	4,601,691	3,638
Dec. 1, 2015	Dec. 31, 2015	2,695,638	112.81	2,693,493	3,334
<b>Total</b>		<u>8,823,255</u>	113.46	<u>8,813,680</u>	3,334

The Company's board of directors has approved common share repurchase authorizations under which repurchases may be made from time to time in the open market, pursuant to pre-set trading plans meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, in private transactions or otherwise. The authorizations do not have a stated expiration date. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, share price, catastrophe losses, maintaining capital levels commensurate with the Company's desired ratings from independent rating agencies, funding of the Company's qualified pension plan, capital requirements of the Company's operating subsidiaries, legal requirements, regulatory constraints, other investment opportunities (including mergers and acquisitions and related financings), market conditions and other factors. In April 2015, the board of directors approved a share repurchase authorization that added an additional \$5.0 billion of repurchase capacity.

The Company acquired 9,575 shares for a total cost of approximately \$1 million during the three months ended December 31, 2015 that were not part of the publicly announced share repurchase authorization. These shares consisted of shares retained to cover payroll withholding taxes in connection with the vesting of restricted stock awards and shares used by employees to cover the exercise price of certain stock options that were exercised.

Information relating to compensation plans under which the Company's equity securities are authorized for issuance is set forth in Part III—Item 12 of this Report.

**Item 6. SELECTED FINANCIAL DATA**

	At and for the year ended December 31,				
	2015	2014	2013	2012	2011
	(in millions, except per share amounts)				
Total revenues	<u>\$ 26,800</u>	<u>\$ 27,162</u>	<u>\$ 26,191</u>	<u>\$ 25,740</u>	<u>\$ 25,446</u>
Net income	<u>\$ 3,439</u>	<u>\$ 3,692</u>	<u>\$ 3,673</u>	<u>\$ 2,473</u>	<u>\$ 1,426</u>
Total investments	<u>\$ 70,470</u>	<u>\$ 73,261</u>	<u>\$ 73,160</u>	<u>\$ 73,838</u>	<u>\$ 72,701</u>
Total assets	<u>100,184</u>	<u>103,078</u>	<u>103,812</u>	<u>104,938</u>	<u>104,575</u>
Claims and claim adjustment expense reserves	<u>48,295</u>	<u>49,850</u>	<u>50,895</u>	<u>50,922</u>	<u>51,392</u>
Total long-term debt	<u>5,844</u>	<u>5,849</u>	<u>6,246</u>	<u>5,750</u>	<u>6,255</u>
Total liabilities	<u>76,586</u>	<u>78,242</u>	<u>79,016</u>	<u>79,533</u>	<u>80,098</u>
Total shareholders' equity	<u>23,598</u>	<u>24,836</u>	<u>24,796</u>	<u>25,405</u>	<u>24,477</u>
<b>Net income per share</b>					
Basic	<u>\$ 10.99</u>	<u>\$ 10.82</u>	<u>\$ 9.84</u>	<u>\$ 6.35</u>	<u>\$ 3.40</u>
Diluted	<u>\$ 10.88</u>	<u>\$ 10.70</u>	<u>\$ 9.74</u>	<u>\$ 6.30</u>	<u>\$ 3.36</u>
Year-end common shares outstanding	<u>295.9</u>	<u>322.2</u>	<u>353.5</u>	<u>377.4</u>	<u>392.8</u>
<b>Per common share amounts</b>					
Cash dividends	<u>\$ 2.38</u>	<u>\$ 2.15</u>	<u>\$ 1.96</u>	<u>\$ 1.79</u>	<u>\$ 1.59</u>
Book value	<u>\$ 79.75</u>	<u>\$ 77.08</u>	<u>\$ 70.15</u>	<u>\$ 67.31</u>	<u>\$ 62.32</u>

## **Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following is a discussion and analysis of the Company's financial condition and results of operations.

On November 1, 2013, the Company acquired all of the issued and outstanding shares of Dominion for an aggregate purchase price of approximately \$1.035 billion. The results of operations of the acquired business are reported in the Company's Business and International Insurance segment from the closing date.

### **FINANCIAL HIGHLIGHTS**

#### **2015 Consolidated Results of Operations**

- Net income of \$3.44 billion, or \$10.99 per share basic and \$10.88 per share diluted
- Net earned premiums of \$23.87 billion
- Catastrophe losses of \$514 million (\$338 million after-tax)
- Net favorable prior year reserve development of \$941 million (\$617 million after-tax)
- Combined ratio of 88.3%
- Net investment income of \$2.38 billion (\$1.91 billion after-tax)
- Operating cash flows of \$3.43 billion

#### **2015 Consolidated Financial Condition**

- Total investments of \$70.47 billion; fixed maturities and short-term securities comprise 93% of total investments
- Total assets of \$100.18 billion
- Total debt of \$6.34 billion, resulting in a debt-to-total capital ratio of 21.2% (22.1% excluding net unrealized investment gains, net of tax)
- Repurchased 30.3 million common shares for total cost of \$3.22 billion and paid \$739 million of dividends to shareholders
- Shareholders' equity of \$23.60 billion
- Net unrealized investment gains of \$1.97 billion (\$1.29 billion after-tax)
- Book value per common share of \$79.75
- Holding company liquidity of \$1.63 billion

**CONSOLIDATED OVERVIEW**

**Consolidated Results of Operations**

<u>(for the year ended December 31, in millions except per share amounts)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Premiums	\$ 23,874	\$ 23,713	\$ 22,637
Net investment income	2,379	2,787	2,716
Fee income	445	438	395
Net realized investment gains	3	79	166
Other revenues	99	145	277
<b>Total revenues</b>	<u>26,800</u>	<u>27,162</u>	<u>26,191</u>
<b>Claims and expenses</b>			
Claims and claim adjustment expenses	13,723	13,870	13,307
Amortization of deferred acquisition costs	3,885	3,882	3,821
General and administrative expenses	4,079	3,952	3,757
Interest expense	373	369	361
<b>Total claims and expenses</b>	<u>22,060</u>	<u>22,073</u>	<u>21,246</u>
<b>Income before income taxes</b>	<u>4,740</u>	<u>5,089</u>	<u>4,945</u>
Income tax expense	1,301	1,397	1,272
<b>Net income</b>	<u>\$ 3,439</u>	<u>\$ 3,692</u>	<u>\$ 3,673</u>
<b>Net income per share</b>			
Basic	<u>\$ 10.99</u>	<u>\$ 10.82</u>	<u>\$ 9.84</u>
Diluted	<u>\$ 10.88</u>	<u>\$ 10.70</u>	<u>\$ 9.74</u>
<b>Combined ratio</b>			
Loss and loss adjustment expense ratio	56.6%	57.6%	57.9%
Underwriting expense ratio	31.7	31.4	31.9
<b>Combined ratio</b>	<u>88.3%</u>	<u>89.0%</u>	<u>89.8%</u>
<b>Incremental impact of direct to consumer initiative on combined ratio</b>	<u>0.5%</u>	<u>0.6%</u>	<u>0.5%</u>

The following discussions of the Company's net income and segment operating income are presented on an after-tax basis. Discussions of the components of net income and segment operating income are presented on a pretax basis, unless otherwise noted. Discussions of earnings per common share are presented on a diluted basis.

*Overview*

Diluted net income per share of \$10.88 in 2015 increased by 2% over diluted net income per share of \$10.70 in 2014. Net income of \$3.44 billion in 2015 decreased by 7% from net income of \$3.69 billion in 2014. The percentage increase in diluted net income per share compared with the percentage decrease in net income reflected the impact of share repurchases in recent periods. The decrease in net income primarily reflected the pretax impacts of (i) lower net investment income, (ii) lower net realized investment gains, (iii) a decline in other revenues and (iv) slightly lower underwriting margins excluding catastrophe losses and prior year reserve development ("underlying underwriting margins"), partially offset by (v) lower catastrophe losses. Catastrophe losses in 2015 and 2014 were \$514 million and \$709 million, respectively. Net favorable prior year reserve development in both 2015 and 2014 was \$941 million. Partially offsetting this net pretax decrease in income was a

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related decrease in income tax expense. In addition, income tax expense in 2015 was reduced by \$32 million as a result of the resolution of prior year tax matters.

Diluted net income per share of \$10.70 in 2014 increased by 10% over diluted net income per share of \$9.74 in 2013. Net income of \$3.69 billion in 2014 increased slightly over net income of \$3.67 billion in 2013. The higher percentage increase in diluted net income per share reflected the impact of share repurchases in recent periods. The slight increase in net income primarily reflected the pretax impacts of (i) higher underlying underwriting margins, (ii) higher net favorable prior year reserve development and (iii) higher net investment income, partially offset by (iv) higher catastrophe losses, (v) a decline in other revenues due to a gain from the settlement of a legal matter in 2013 and (vi) lower net realized investment gains. Catastrophe losses in 2014 and 2013 were \$709 million and \$591 million, respectively. Net favorable prior year reserve development in 2014 and 2013 was \$941 million and \$840 million, respectively. The higher underlying underwriting margins primarily resulted from the impacts of (i) earned pricing that exceeded loss cost trends in each of the Company's business segments, (ii) lower reinsurance costs and (iii) a 2014 reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums, partially offset by (iv) an increase in non-catastrophe weather-related losses and (v) a higher level of what the Company defines as large losses. Partially offsetting this net pretax increase in income was a related increase in income tax expense. In addition, income tax expense in 2013 was reduced by \$63 million as a result of the resolution of prior year tax matters.

The Company has insurance operations in Canada, the United Kingdom and the Republic of Ireland, as well as in Brazil, primarily through a joint venture. Because these operations are conducted in local currencies other than the U.S. dollar, the Company is subject to changes in foreign currency exchange rates. For the years ended December 31, 2015, 2014 and 2013, changes in foreign currency exchange rates had the impact of lowering the reported line items in the statement of income by insignificant amounts. The impact of these changes was not material to the Company's net income or the Business and International Insurance segment's operating income for the years reported.

## **Revenues**

### *Earned Premiums*

Earned premiums in 2015 were \$23.87 billion, \$161 million or 1% higher than in 2014. In the Business and International Insurance and the Bond & Specialty Insurance segments, earned premiums in 2015 were comparable to 2014. In the Personal Insurance segment, earned premiums in 2015 increased by 2% over 2014.

Earned premiums in 2014 were \$23.71 billion, \$1.08 billion or 5% higher than in 2013. In the Business and International Insurance segment, earned premiums in 2014 increased by 9% over 2013, primarily reflecting the impact of the acquisition of Dominion in November 2013. In the Bond & Specialty Insurance segment, earned premiums in 2014 increased by 5% over 2013. In the Personal Insurance segment, earned premiums in 2014 decreased by 3% from 2013.

Factors contributing to the changes in earned premiums in each segment in 2015 and 2014 compared with the respective prior year are discussed in more detail in the segment discussions that follow.

[Table of Contents](#)*Net Investment Income*

The following table sets forth information regarding the Company's investments.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Average investments(1)	\$ 70,627	\$ 72,049	\$ 70,697
Pretax net investment income	2,379	2,787	2,716
After-tax net investment income	1,905	2,216	2,186
Average pretax yield(2)	3.4%	3.9%	3.8%
Average after-tax yield(2)	2.7%	3.1%	3.1%

(1) Excludes net unrealized investment gains and losses, net of tax, and reflects cash, receivables for investment sales, payables on investment purchases and accrued investment income.

(2) Excludes net realized and unrealized investment gains and losses.

Net investment income in 2015 was \$2.38 billion, \$408 million or 15% lower than in 2014. Investment income from fixed maturity investments in 2015 was \$2.09 billion, \$153 million lower than in 2014. The decrease primarily resulted from lower long-term reinvestment rates available in the market and a modestly lower amount of fixed income investments that were impacted by the Company's \$579 million payment in the first quarter of 2015 related to the settlement of the Asbestos Direct Action Litigation. Investment income generated by non-fixed maturity investments in 2015 was \$317 million, \$256 million lower than in 2014 due to lower private equity and hedge fund returns. Private equity returns in 2015 were impacted by lower valuations for energy-related investments.

Net investment income in 2014 was \$2.79 billion, \$71 million or 3% higher than in 2013. Investment income from fixed maturity investments in 2014 was \$2.24 billion, \$66 million lower than in 2013. The decrease primarily resulted from lower long-term reinvestment yields available in the market, partially offset by the impact of the acquisition of Dominion. Investment income generated by non-fixed maturity investments in 2014 was \$573 million, \$141 million higher than in 2013 due to higher private equity and real estate partnership returns.

*Fee Income*

The National Accounts market in the Business and International Insurance segment is the primary source of the Company's fee-based business. The \$7 million and \$43 million increases in fee income in 2015 and 2014, respectively, compared with the respective prior years are described in the Business and International Insurance segment discussion that follows.

*Net Realized Investment Gains*

The following table sets forth information regarding the Company's net pretax realized investment gains.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Net Realized Investment Gains</b>			
Other-than-temporary impairment losses	\$ (52)	\$ (26)	\$ (15)
Other net realized investment gains	55	105	181
<b>Net realized investment gains</b>	<u>\$ 3</u>	<u>\$ 79</u>	<u>\$ 166</u>

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*Other Net Realized Investment Gains*

Other net realized investment gains in 2015 included \$81 million of net realized gains related to fixed maturity investments, \$6 million of net realized investment gains related to equity securities, \$2 million of net realized investment gains from real estate sales and \$34 million of net realized investment losses related to other investments. The net realized investment losses related to other investments included \$26 million of realized foreign exchange translation losses incurred in connection with the Company's increased ownership of Travelers Participações em Seguros Brasil S.A.

Other net realized investment gains in 2014 included \$35 million of net realized gains resulting from the sale of substantially all of one of the Company's real estate joint venture investments. The remaining \$70 million of other net realized gains in 2014 were primarily driven by \$32 million of net realized investment gains related to fixed maturity investments, \$24 million of net realized investment gains related to equity securities, \$8 million of net realized investment gains related to other investments and \$6 million of net realized investment gains from real estate sales.

Other net realized gains in 2013 of \$181 million included \$115 million of net realized gains associated with U.S. Treasury futures contracts, which require daily mark-to-market settlement and are used from time to time to shorten the duration of the Company's fixed maturity investment portfolio. The remaining \$66 million of other net realized investment gains in 2013 were primarily driven by \$41 million of net realized investment gains related to fixed maturity investments, \$15 million of net realized investment gains related to equity securities and \$10 million of net realized investment gains related to other investments.

*Other Revenues*

Other revenues in all years presented included installment premium charges. Other revenues in 2014 and 2013 also included revenues associated with the runoff of the Company's National Flood Insurance Program (NFIP) business that was sold on a renewal rights basis in 2013. Other revenues in 2013 also included a \$91 million gain from the settlement of a legal proceeding, which is discussed in more detail in note 16 of notes to the consolidated financial statements herein, and a \$20 million gain from the sale of the NFIP renewal rights.

**Claims and Expenses**

*Claims and Claim Adjustment Expenses*

Claims and claim adjustment expenses in 2015 were \$13.72 billion, \$147 million or 1% lower than in 2014, primarily reflecting (i) lower catastrophe losses and (ii) lower non-catastrophe weather-related losses, partially offset by (iii) the impact of loss cost trends. Catastrophe losses in 2015 included wildfires in California, hail and wind storms in several regions of the United States and winter storms in several regions of the United States. Catastrophe losses in 2014 included multiple wind and hail storms in several regions of the United States and a winter storm in the Mid-Atlantic, Midwestern and Southeastern regions of the United States.

Claims and claim adjustment expenses in 2014 were \$13.87 billion, \$563 million or 4% higher than in 2013, primarily reflecting (i) the impact of the acquisition of Dominion, (ii) the impact of loss cost trends, (iii) higher non-catastrophe weather-related losses, (iv) higher catastrophe losses and (v) a higher level of what the Company defines as large losses, partially offset by (vi) the impact of lower volumes of insured exposures (excluding the impact of the acquisition of Dominion) and (vii) higher net favorable prior year reserve development. Catastrophe losses in 2013 resulted from multiple tornado, wind and hail storms in several regions of the United States, as well as floods in Alberta, Canada and Storm Xaver in the United Kingdom.

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Factors contributing to net favorable prior year reserve development in each segment for the years ended December 31, 2015, 2014 and 2013 are discussed in more detail in note 7 of notes to the consolidated financial statements herein.

*Significant Catastrophe Losses*

The Company defines a "catastrophe" as an event that:

- is designated a catastrophe by internationally recognized organizations that track and report on insured losses resulting from catastrophic events, such as Property Claim Services (PCS) for events in the United States and Canada; and
- the Company's estimates of its ultimate losses before reinsurance and taxes exceed a pre-established dollar threshold.

The Company's threshold for disclosing catastrophes is determined at the reportable segment level. If a threshold for one segment or a combination thereof is pierced and the other segments have losses from the same event, losses from the event are identified as catastrophe losses in the segment results and for the consolidated results of the Company. The threshold for 2015 ranged from approximately \$17 million to \$30 million of losses before reinsurance and taxes.

The following table presents the amount of losses recorded by the Company for significant catastrophes that occurred in 2015, 2014 and 2013, the amount of related net unfavorable (favorable) prior year reserve development recognized in subsequent years, and the estimate of ultimate losses for those catastrophes at December 31, 2015, 2014 and 2013. For purposes of the table, a significant catastrophe is an event for which the Company estimates its ultimate losses will be \$100 million or more after reinsurance and before taxes.

<u>(in millions, pretax and net of reinsurance)</u>	<u>Losses Incurred / Unfavorable (Favorable) Prior Year Reserve Development for the Year Ended December 31,</u>			<u>Estimated Ultimate Losses at December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>2013</b>						
PCS Serial Number:						
93—Severe wind and hail storms	\$ 8	\$ 5	\$ 114	\$ 127	\$ 119	\$ 114
15—Severe wind and hail storms	6	16	128	150	144	128
<b>2014</b>						
PCS Serial Number:						
32—Winter storm	(5)	144	n/a	139	144	n/a
43—Severe wind and hail storms	(4)	180	n/a	176	180	n/a
<b>2015</b>						
PCS Serial Number:						
68—Winter storm	140	n/a	n/a	140	n/a	n/a

n/a: not applicable.

*Amortization of Deferred Acquisition Costs*

Amortization of deferred acquisition costs of \$3.89 billion in 2015 was comparable to 2014. Amortization of deferred acquisition costs in 2014 was \$3.88 billion, \$61 million or 2% higher than in 2013, primarily reflecting the impact of the acquisition of Dominion, partially offset by declines in the Personal Insurance segment. Amortization of deferred acquisition costs is discussed in more detail in the segment discussions that follow.

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### *General and Administrative Expenses*

General and administrative expenses in 2015 were \$4.08 billion, \$127 million or 3% higher than in 2014. The increase primarily reflected the impact of a \$76 million first quarter 2014 reduction in the estimated liability for state assessments related to workers' compensation premiums. General and administrative expenses in 2014 were \$3.95 billion, \$195 million or 5% higher than in 2013. The increase primarily reflected the impact of the acquisition of Dominion and increases in employee and technology related expenses, partially offset by a reduction in the estimated liability for state assessments primarily related to workers' compensation premiums. General and administrative expenses are discussed in more detail in the segment discussions that follow.

### *Interest Expense*

Interest expense in 2015, 2014 and 2013 was \$373 million, \$369 million and \$361 million, respectively. The increases in both 2015 and 2014 compared with the respective prior years primarily reflected slightly higher average levels of debt outstanding.

### *Income Tax Expense*

Income tax expense in 2015 was \$1.30 billion, \$96 million or 7% lower than in 2014, which primarily resulted from the \$349 million decrease in income before income taxes in 2015 and the \$32 million reduction in income tax expense in 2015 resulting from the resolution of prior year tax matters. Income tax expense in 2014 was \$1.40 billion, \$125 million or 10% higher than in 2013, which primarily resulted from a \$63 million reduction in income tax expense in 2013 resulting from the resolution of prior year tax matters, as well as the \$144 million increase in income before income taxes in 2014.

The Company's effective tax rate was 27%, 27% and 26% in 2015, 2014 and 2013, respectively. The effective tax rates in all years were lower than the statutory rate of 35% primarily due to the impact of tax-exempt investment income on the calculation of the Company's income tax provision.

### **Combined Ratio**

The combined ratio of 88.3% in 2015 was 0.7 points lower than the combined ratio of 89.0% in 2014.

The loss and loss adjustment expense ratio of 56.6% in 2015 was 1.0 points lower than the loss and loss adjustment expense ratio of 57.6% in 2014. Catastrophe losses accounted for 2.1 points and 3.0 points of the 2015 and 2014 loss and loss adjustment expense ratios, respectively. Net favorable prior year reserve development in 2015 and 2014 provided 3.9 points of benefit to the loss and loss adjustment expense ratio in each year. The loss and loss adjustment expense ratio excluding catastrophe losses and prior year reserve development ("underlying loss and loss adjustment expense ratio") in 2015 was 0.1 points lower than the 2014 ratio on the same basis.

The underwriting expense ratio of 31.7% in 2015 was 0.3 points higher than the underwriting expense ratio of 31.4% in 2014, primarily reflecting the impact of the first quarter 2014 reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums in the Business and International Insurance segment.

The combined ratio of 89.0% in 2014 was 0.8 points lower than the combined ratio of 89.8% in 2013.

The loss and loss adjustment expense ratio of 57.6% in 2014 was 0.3 points lower than the loss and loss adjustment expense ratio of 57.9% in 2013. Catastrophe losses accounted for 3.0 points and 2.6 points of the 2014 and 2013 loss and loss adjustment expense ratios, respectively. Net favorable prior year reserve development in 2014 and 2013 provided 3.9 points and 3.7 points of benefit, respectively,

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to the loss and loss adjustment expense ratio. The underlying loss and loss adjustment expense ratio in 2014 was 0.5 points lower than the 2013 ratio on the same basis, primarily reflecting the impact of earned pricing that exceeded loss cost trends, partially offset by the impact of an increase in non-catastrophe weather-related losses and a higher level of what the Company defines as large losses.

The underwriting expense ratio of 31.4% in 2014 was 0.5 points lower than the underwriting expense ratio of 31.9% in 2013, primarily reflecting lower commission expenses in the Personal Insurance segment and a reduction in the estimated liability for state assessments primarily related to workers' compensation premiums in the Business and International Insurance segment, partially offset by the impact of the acquisition of Dominion and increases in employee and technology related expenses.

**Written Premiums**

Consolidated gross and net written premiums were as follows:

(for the year ended December 31, in millions)	Gross Written Premiums		
	2015	2014	2013
Business and International Insurance	\$ 16,067	\$ 16,202	\$ 14,992
Bond & Specialty Insurance	2,153	2,165	2,131
Personal Insurance	7,562	7,265	7,534
<b>Total</b>	<b>\$ 25,782</b>	<b>\$ 25,632</b>	<b>\$ 24,657</b>

(for the year ended December 31, in millions)	Net Written Premiums		
	2015	2014	2013
Business and International Insurance	\$ 14,583	\$ 14,636	\$ 13,512
Bond & Specialty Insurance	2,081	2,103	2,030
Personal Insurance	7,457	7,165	7,225
<b>Total</b>	<b>\$ 24,121</b>	<b>\$ 23,904</b>	<b>\$ 22,767</b>

Gross and net written premiums in 2015 both increased by 1% over 2014. Gross and net written premiums in 2014 increased by 4% and 5%, respectively, over 2013, primarily reflecting the impact of the acquisition of Dominion. Factors contributing to the changes in gross and net written premiums in each segment in 2015 and 2014 as compared with the respective prior year are discussed in more detail in the segment discussions that follow.

**RESULTS OF OPERATIONS BY SEGMENT**

**Business and International Insurance**

Results of the Company's Business and International Insurance segment were as follows:

(for the year ended December 31, in millions)	2015	2014	2013
<b>Revenues:</b>			
Earned premiums	\$ 14,521	\$ 14,512	\$ 13,332
Net investment income	1,824	2,156	2,087
Fee income	445	438	395
Other revenues	23	46	160
<b>Total revenues</b>	<b>\$ 16,813</b>	<b>\$ 17,152</b>	<b>\$ 15,974</b>
<b>Total claims and expenses</b>	<b>\$ 13,874</b>	<b>\$ 14,007</b>	<b>\$ 12,812</b>
<b>Operating income</b>	<b>\$ 2,170</b>	<b>\$ 2,347</b>	<b>\$ 2,404</b>
Loss and loss adjustment expense ratio	59.6%	61.6%	60.8%
Underwriting expense ratio	32.5	31.5	32.0
<b>Combined ratio</b>	<b>92.1%</b>	<b>93.1%</b>	<b>92.8%</b>

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### *Overview*

Operating income in 2015 was \$2.17 billion, \$177 million or 8% lower than operating income of \$2.35 billion in 2014. The decrease primarily reflected the pretax impacts of (i) lower net investment income and (ii) lower underlying underwriting margins, partially offset by (iii) lower catastrophe losses and (iv) higher net favorable prior year reserve development. Catastrophe losses in 2015 and 2014 were \$247 million and \$367 million, respectively. Net favorable prior year reserve development in 2015 and 2014 was \$405 million and \$322 million, respectively. The lower underlying underwriting margins primarily resulted from the pretax impacts of a 2014 reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums, partially offset by lower non-catastrophe weather-related losses. Partially offsetting this net pretax decrease in income was a related decrease in income tax expense. In addition, income tax expense in 2015 was reduced by \$12 million as a result of the resolution of prior year tax matters.

Operating income in 2014 was \$2.35 billion, \$57 million or 2% lower than operating income of \$2.40 billion in 2013. The decrease primarily reflected an increase in income taxes and a slight decrease in operating income before income taxes. The slight decrease in operating income before income taxes reflected the pretax impacts of (i) lower net favorable prior year reserve development, (ii) a decline in other revenues due to a gain from the settlement of a legal matter in 2013 and (iii) higher catastrophe losses, largely offset by (iv) higher underlying underwriting margins and (v) an increase in net investment income. Catastrophe losses in 2014 and 2013 were \$367 million and \$333 million, respectively. Net favorable prior year reserve development in 2014 and 2013 was \$322 million and \$399 million, respectively. The higher underlying underwriting margins in 2014 primarily reflected (i) earned pricing that exceeded loss cost trends and (ii) a reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums, partially offset by (iii) higher non-catastrophe weather-related losses and (iv) a higher level of what the Company defines as large losses. The increase in income tax expense was primarily due to the impact of a \$43 million reduction in income tax expense in 2013 resulting from the resolution of prior year tax matters.

### **Revenues**

#### *Earned Premiums*

Earned premiums of \$14.52 billion in 2015 were comparable to 2014. Earned premiums in 2014 were \$14.51 billion, \$1.18 billion or 9% higher than in 2013. The changes in both 2015 and 2014 reflected the impact of changes in net written premiums over the preceding twelve months. The increase in net written premiums in 2014 was primarily due to the acquisition of Dominion.

#### *Net Investment Income*

Net investment income in 2015 was \$1.82 billion, \$332 million or 15% lower than in 2014. Net investment income in 2014 was \$2.16 billion, \$69 million or 3% higher than in 2013, primarily reflecting the impact of the acquisition of Dominion. Included in the Business and International Insurance segment are certain legal entities whose invested assets and related net investment income are reported exclusively in this segment and not allocated among all business segments. Refer to the "Net Investment Income" section of the "Consolidated Results of Operations" discussion herein for a description of the factors contributing to the changes in the Company's consolidated net investment income in 2015 and 2014 compared with the respective prior years. In addition, refer to note 2 of notes to the consolidated financial statements herein for a discussion of the Company's net investment income allocation methodology.

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*Fee Income*

National Accounts is the primary source of fee income due to its service businesses, which include claim and loss prevention services to large companies that choose to self-insure a portion of their insurance risks, as well as claims and policy management services to workers' compensation residual market pools. Fee income in 2015 was \$445 million, \$7 million or 2% higher than in 2014. Fee income in 2014 was \$438 million, \$43 million or 11% higher than in 2013. The increases in both years primarily reflected higher serviced premium volume in workers' compensation residual market pools and higher claim volume in the large deductible business.

*Other Revenues*

Other revenues in 2013 included a \$91 million gain from the settlement of a legal proceeding, which is discussed in more detail in note 16 of notes to the consolidated financial statements herein.

**Claims and Expenses**

*Claims and Claim Adjustment Expenses*

Claims and claim adjustment expenses in 2015 were \$8.86 billion, \$286 million or 3% lower than in 2014. The decrease primarily reflected (i) lower catastrophe losses, (ii) higher net favorable prior year reserve development and (iii) lower non-catastrophe weather-related losses, partially offset by (iv) the impact of loss cost trends. Claims and claim adjustment expenses in 2014 were \$9.15 billion, \$860 million or 10% higher than in 2013. The increase primarily reflected (i) the impact of the acquisition of Dominion, (ii) the impact of loss cost trends, (iii) higher non-catastrophe weather-related losses, (iv) a higher level of what the Company defines as large losses, (v) lower net favorable prior year reserve development and (vi) higher catastrophe losses, partially offset by (vii) the impact of lower volumes of insured exposures (excluding the impact of the acquisition of Dominion). Factors contributing to net favorable prior year reserve development during the years ended December 31, 2015, 2014 and 2013 are discussed in more detail in note 7 of notes to the consolidated financial statements herein.

*Amortization of Deferred Acquisition Costs*

Amortization of deferred acquisition costs of \$2.33 billion in 2015 was comparable to 2014. Amortization of deferred acquisition costs in 2014 was \$2.32 billion, \$163 million or 8% higher than in 2013, primarily reflecting the impact of the acquisition of Dominion.

*General and Administrative Expenses*

General and administrative expenses in 2015 were \$2.69 billion, \$145 million or 6% higher than in 2014, primarily reflecting the impacts of the 2014 reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums, higher technology and employee related expenses and higher contingent commissions. General and administrative expenses in 2014 were \$2.54 billion, \$172 million or 7% higher than in 2013, primarily reflecting the impact of the acquisition of Dominion and increases in employee and technology related expenses, partially offset by a reduction in the estimated liability for state assessments primarily related to workers' compensation premiums.

*Income Tax Expense*

Income tax expense in 2015 was \$769 million, \$29 million or 4% lower than in 2014, which primarily resulted from the \$206 million decrease in income before income taxes in 2015 and the \$12 million reduction in income tax expense in 2015 resulting from the resolution of prior year tax

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matters. Income tax expense in 2014 was \$798 million, \$40 million or 5% higher than in 2013, primarily reflecting the impact of a \$43 million reduction in income tax expense in 2013 resulting from the resolution of prior year tax matters, partially offset by the \$17 million decrease in income before income taxes in 2014.

**Combined Ratio**

The combined ratio of 92.1% in 2015 was 1.0 point lower than the combined ratio of 93.1% in 2014.

The loss and loss adjustment expense ratio of 59.6% in 2015 was 2.0 points lower than the loss and loss adjustment expense ratio of 61.6% in 2014. Catastrophe losses in 2015 and 2014 accounted for 1.7 points and 2.5 points, respectively, of the loss and loss adjustment expense ratio. Net favorable prior year reserve development in 2015 and 2014 provided 2.8 points and 2.2 points of benefit, respectively, to the loss and loss adjustment expense ratio. The 2015 underlying loss and loss adjustment expense ratio was 0.6 points lower than the 2014 ratio on the same basis, primarily reflecting lower non-catastrophe weather-related losses.

The underwriting expense ratio of 32.5% in 2015 was 1.0 point higher than the underwriting expense ratio of 31.5% in 2014, primarily reflecting the impact of the 2014 reduction in the estimated liability for state assessments to be paid by the Company related to workers' compensation premiums and the increase in general and administrative expenses discussed above.

The combined ratio of 93.1% in 2014 was 0.3 points higher than the combined ratio of 92.8% in 2013.

The loss and loss adjustment expense ratio of 61.6% in 2014 was 0.8 points higher than the loss and loss adjustment expense ratio of 60.8% in 2013. Catastrophe losses in 2014 and 2013 accounted for 2.5 points of the loss and loss adjustment expense ratio in each year. Net favorable prior year reserve development in 2014 and 2013 provided 2.2 points and 3.0 points of benefit, respectively, to the loss and loss adjustment expense ratio. The underlying loss and loss adjustment expense ratio in 2014 was comparable to the 2013 ratio on the same basis, as the impact of earned pricing that exceeded loss cost trends was offset by higher non-catastrophe weather-related losses and a higher level of what the Company defines as large losses.

The underwriting expense ratio of 31.5% in 2014 was 0.5 points lower than the underwriting expense ratio of 32.0% in 2013, primarily reflecting the impact of an increase in earned premiums and a reduction in the estimated liability for state assessments primarily related to workers' compensation premiums, partially offset by the increase in general and administrative expenses discussed above.

**Written Premiums**

The Business and International Insurance segment's gross and net written premiums by market were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>Gross Written Premiums</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
Domestic:			
Select Accounts	\$ 2,773	\$ 2,754	\$ 2,774
Middle Market	6,645	6,489	6,250
National Accounts	1,725	1,690	1,606
First Party	1,844	1,846	1,855
Specialized Distribution	1,117	1,081	1,092
<b>Total Domestic</b>	<b>14,104</b>	<b>13,860</b>	<b>13,577</b>
International	1,963	2,342	1,415
<b>Total Business and International Insurance</b>	<b>\$ 16,067</b>	<b>\$ 16,202</b>	<b>\$ 14,992</b>

<u>(for the year ended December 31, in millions)</u>	<u>Net Written Premiums</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
Domestic:			
Select Accounts	\$ 2,716	\$ 2,707	\$ 2,724
Middle Market	6,325	6,108	5,862
National Accounts	1,048	1,047	1,010
First Party	1,564	1,579	1,552
Specialized Distribution	1,111	1,074	1,085
<b>Total Domestic</b>	<b>12,764</b>	<b>12,515</b>	<b>12,233</b>
International	1,819	2,121	1,279
<b>Total Business and International Insurance</b>	<b>\$ 14,583</b>	<b>\$ 14,636</b>	<b>\$ 13,512</b>

Gross written premiums in 2015 were 1% lower than in 2014, while net written premiums in 2015 were comparable to 2014. Gross and net written premiums in 2015 were negatively impacted by changes in foreign currency exchange rates. Excluding the International surety line of business, for which the following are not relevant measures, business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 remained positive but were lower than in 2014. New business premiums in 2015 decreased from 2014.

Gross and net written premiums in 2014 both increased by 8% over the same period of 2013, primarily reflecting the impact of the acquisition of Dominion. Business retention rates in 2014 remained strong and were higher than in 2013. Renewal premium changes remained positive in 2014 but were lower than in 2013. New business premiums in 2014 increased over 2013.

*Select Accounts.* Net written premiums of \$2.72 billion in 2015 were comparable to 2014. Business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 remained positive but were lower than in 2014. New business premiums in 2015 were comparable to 2014. Net written premiums of \$2.71 billion in 2014 decreased by 1% from 2013. Business retention rates in 2014 were strong and higher than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013. New business premiums in 2014 decreased from 2013.

*Middle Market.* Net written premiums of \$6.33 billion in 2015 increased by 4% over 2014. Business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes remained positive in 2015 but were lower than in 2014. New business premiums in 2015

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increased over 2014. Net written premiums of \$6.11 billion in 2014 increased by 4% over 2013. Business retention rates in 2014 remained strong and were higher than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013. New business premiums in 2014 increased over 2013.

*National Accounts.* Net written premiums of \$1.05 billion in 2015 were comparable to 2014. Business retention rates remained strong in 2015 and were higher than in 2014. Renewal premium changes in 2015 remained positive but were slightly lower than in 2014. New business premiums in 2015 increased over 2014. Net written premiums from the workers' compensation residual market pools in 2015 were lower than in 2014. Net written premiums of \$1.05 billion in 2014 increased by 4% over 2013. Business retention rates in 2014 remained strong but were lower than in 2013. Renewal premium changes in 2014 remained positive but were slightly lower than in 2013. New business premiums in 2014 decreased from 2013. Workers' compensation residual market pools also contributed to premium growth in 2014.

*First Party.* Net written premiums of \$1.56 billion in 2015 decreased by 1% from 2014. Business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 were negative, compared with positive renewal premium changes in 2014. New business premiums in 2015 decreased from 2014. Net written premiums of \$1.58 billion in 2014 increased by 2% over 2013, primarily due to lower reinsurance costs. Business retention rates in 2014 remained strong but were slightly lower than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013, primarily due to lower renewal rate changes. New business premiums in 2014 decreased from 2013.

*Specialized Distribution.* Net written premiums of \$1.11 billion in 2015 increased by 3% over 2014. Business retention rates remained strong in 2015 and were higher than in 2014. Renewal premium changes remained positive in 2015 but were lower than in 2014. New business premiums in 2015 increased over 2014. Net written premiums of \$1.07 billion in 2014 decreased by 1% from 2013, primarily driven by premium decreases in National Programs. Business retention rates in 2014 remained strong and were higher than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013, primarily due to lower renewal rate changes. New business premiums in 2014 decreased from 2013.

*International.* Net written premiums of \$1.82 billion in 2015 decreased by 14% from 2014, primarily due to changes in foreign currency exchange rates. Excluding the surety line of business, for which the following are not relevant measures, business retention rates in 2015 remained strong but were slightly lower than in 2014. Renewal premium changes in 2015 were slightly negative, compared with positive renewal premium changes in 2014. New business premiums in 2015 decreased from 2014. Net written premiums of \$2.12 billion in 2014 increased by 66% over 2013, primarily reflecting the impact of the acquisition of Dominion. Excluding the surety line of business, business retention rates in 2014 remained strong and were higher than in 2013. Renewal premium changes in 2014 remained positive but were slightly lower than in 2013. New business premiums in 2014 increased over 2013, reflecting the impact of the acquisition of Dominion.

## Bond & Specialty Insurance

Results of the Company's Bond & Specialty Insurance segment were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenues:</b>			
Earned premiums	\$ 2,085	\$ 2,076	\$ 1,981
Net investment income	223	252	260
Other revenues	22	19	20
<b>Total revenues</b>	<b>\$ 2,330</b>	<b>\$ 2,347</b>	<b>\$ 2,261</b>
<b>Total claims and expenses</b>	<b>\$ 1,425</b>	<b>\$ 1,272</b>	<b>\$ 1,461</b>
<b>Operating income</b>	<b>\$ 633</b>	<b>\$ 727</b>	<b>\$ 573</b>
Loss and loss adjustment expense ratio	30.4%	22.8%	34.7%
Underwriting expense ratio	37.5	38.0	38.7
<b>Combined ratio</b>	<b>67.9%</b>	<b>60.8%</b>	<b>73.4%</b>

### Overview

Operating income in 2015 was \$633 million, \$94 million or 13% lower than operating income of \$727 million in 2014. The decrease primarily reflected the pretax impacts of (i) lower net favorable prior year reserve development and (ii) lower net investment income, partially offset by (iii) higher underlying underwriting margins. Net favorable prior year reserve development in 2015 and 2014 was \$258 million and \$450 million, respectively. Catastrophe losses in 2015 and 2014 were \$3 million and \$6 million, respectively. The higher underlying underwriting margins primarily resulted from lower loss estimates in certain management liability businesses. Partially offsetting this net pretax decrease in operating income was a related decrease in income tax expense. In addition, income tax expense in 2015 was reduced by \$16 million as a result of the resolution of prior year tax matters.

Operating income in 2014 was \$727 million, \$154 million or 27% higher than operating income of \$573 million in 2013. The increase primarily reflected the pretax impacts of (i) higher net favorable prior year reserve development and (ii) higher underlying underwriting margins, partially offset by (iii) lower net investment income. Net favorable prior year reserve development in 2014 and 2013 was \$450 million and \$232 million, respectively. Catastrophe losses in 2014 and 2013 were \$6 million and \$8 million, respectively. The higher underlying underwriting margins primarily reflected the pretax impact of lower reinsurance costs. Partially offsetting this net pretax increase in operating income was a related increase in income tax expense. In addition, income tax expense in 2013 was reduced by \$15 million as a result of the resolution of prior year tax matters.

### Revenues

#### *Earned Premiums*

Earned premiums of \$2.09 billion in 2015 were comparable to 2014. Earned premiums in 2014 were \$2.08 billion, \$95 million or 5% higher than in 2013, primarily reflecting the impact of lower reinsurance costs.

#### *Net Investment Income*

Net investment income in 2015 was \$223 million, \$29 million or 12% lower than in 2014. Net investment income in 2014 was \$252 million, \$8 million or 3% lower than in 2013. Included in the Bond & Specialty Insurance segment are certain legal entities whose invested assets and related net

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investment income are reported exclusively in this segment and not allocated among all business segments. As a result, reported net investment income in the Bond & Specialty Insurance segment reflects a significantly smaller proportion of allocated net investment income, including that from the Company's non-fixed maturity investments that experienced a decrease in investment income in 2015 and an increase in investment income in 2014. Refer to the "Net Investment Income" section of the "Consolidated Results of Operations" discussion herein for a description of the factors contributing to the changes in the Company's consolidated net investment income in 2015 and 2014 compared with the respective prior years. In addition, refer to note 2 of notes to the consolidated financial statements herein for a discussion of the Company's net investment income allocation methodology.

## **Claims and Expenses**

### *Claims and Claim Adjustment Expenses*

Claims and claim adjustment expenses in 2015 were \$643 million, \$162 million or 34% higher than in 2014, primarily reflecting (i) lower net favorable prior year reserve development, partially offset by (ii) lower loss estimates in certain management liability businesses. Claims and claim adjustment expenses in 2014 were \$481 million, \$214 million or 31% lower than in 2013, primarily reflecting the impact of higher net favorable prior year reserve development. Factors contributing to net favorable prior year reserve development during the years ended December 31, 2015, 2014 and 2013 are discussed in more detail in note 7 of notes to the consolidated financial statements herein.

### *Amortization of Deferred Acquisition Costs*

Amortization of deferred acquisition costs in 2015 was \$393 million, \$5 million or 1% higher than in 2014. Amortization of deferred acquisition costs in 2014 was \$388 million, \$10 million or 3% higher than in 2013. The increases in both years were generally consistent with the changes in earned premiums.

### *General and Administrative Expenses*

General and administrative expenses in 2015 were \$389 million, \$14 million or 3% lower than in 2014, primarily reflecting the impact of certain customer-related intangible assets becoming fully amortized during the second quarter of 2015. General and administrative expenses in 2014 were \$403 million, \$15 million or 4% higher than in 2013, primarily reflecting the impact of higher employee and technology related expenses.

### *Income Tax Expense*

Income tax expense in 2015 was \$272 million, \$76 million or 22% lower than in 2014, primarily reflecting the \$170 million decrease in income before income taxes and the \$16 million reduction in income tax expense in 2015 resulting from the resolution of prior year tax matters. Income tax expense in 2014 was \$348 million, \$121 million or 53% higher than in 2013, primarily reflecting the \$275 million increase in income before income taxes, as well as a \$15 million reduction in income tax expenses in 2013 resulting from the resolution of prior year tax matters.

## **Combined Ratio**

The combined ratio of 67.9% in 2015 was 7.1 points higher than the combined ratio of 60.8% in 2014.

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The loss and loss adjustment expense ratio of 30.4% in 2015 was 7.6 points higher than the 2014 ratio of 22.8%. Net favorable prior year reserve development in 2015 and 2014 provided 12.4 points and 21.7 points of benefit, respectively, to the loss and loss adjustment expense ratio. Catastrophe losses in 2015 and 2014 accounted for 0.2 points and 0.3 points of the loss and loss adjustment expense ratio, respectively. The 2015 underlying loss and loss adjustment expense ratio was 1.6 points lower than the 2014 ratio on the same basis, primarily reflecting lower loss estimates in certain management liability businesses.

The underwriting expense ratio of 37.5% in 2015 was 0.5 points lower than the underwriting expense ratio of 38.0% in 2014, primarily reflecting the impact of lower general and administrative expenses discussed above.

The combined ratio of 60.8% in 2014 was 12.6 points lower than the combined ratio of 73.4% in 2013.

The loss and loss adjustment expense ratio of 22.8% in 2014 was 11.9 points lower than the loss and loss adjustment expense ratio of 34.7% in 2013. Net favorable prior year reserve development in 2014 and 2013 provided 21.7 points and 11.7 points of benefit, respectively, to the loss and loss adjustment expense ratio. Catastrophe losses in 2014 and 2013 accounted for 0.3 points and 0.4 points, respectively, of the loss and loss adjustment expense ratio. The underlying loss and loss adjustment expense ratio in 2014 was 1.8 points lower than the 2013 ratio on the same basis, primarily reflecting the impact of increases in earned premiums largely due to lower reinsurance costs.

The underwriting expense ratio of 38.0% in 2014 was 0.7 points lower than the underwriting expense ratio of 38.7% in 2013. The improvement in 2014 primarily reflected the impact of increases in earned premiums largely due to lower reinsurance costs.

### Written Premiums

Bond & Specialty Insurance gross and net written premiums were as follows:

(for the year ended December 31, in millions)	Gross Written Premiums		
	2015	2014	2013
<b>Total Bond &amp; Specialty Insurance</b>	<b>\$ 2,153</b>	<b>\$ 2,165</b>	<b>\$ 2,131</b>

(for the year ended December 31, in millions)	Net Written Premiums		
	2015	2014	2013
<b>Total Bond &amp; Specialty Insurance</b>	<b>\$ 2,081</b>	<b>\$ 2,103</b>	<b>\$ 2,030</b>

Gross written premiums in 2015 decreased by 1% from 2014. Gross written premiums in 2014 increased by 2% over 2013.

Net written premiums in 2015 were \$2.08 billion, \$22 million or 1% lower than in 2014. Excluding the surety line of business, for which the following are not relevant measures, business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 remained positive but were lower than in 2014. New business premiums in 2015 increased over 2014.

Net written premiums in 2014 were \$2.10 billion, \$73 million or 4% higher than in 2013, primarily driven by lower reinsurance costs that resulted from the Company's decision to eliminate a management liability excess-of-loss reinsurance treaty and higher contract surety premium volume. Excluding the surety line of business, for which the following are not relevant measures, business retention rates in 2014 remained strong and were slightly higher than in 2013. Renewal premium changes in 2014 remained positive, although lower than in 2013, driven by renewal rate changes. New business premiums in 2014 decreased from 2013.

[Table of Contents](#)**Personal Insurance**

Results of the Company's Personal Insurance segment were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenues:</b>			
Earned premiums	\$ 7,268	\$ 7,125	\$ 7,324
Net investment income	332	379	369
Other revenues	48	80	103
<b>Total revenues</b>	<b>\$ 7,648</b>	<b>\$ 7,584</b>	<b>\$ 7,796</b>
<b>Total claims and expenses</b>	<b>\$ 6,357</b>	<b>\$ 6,394</b>	<b>\$ 6,592</b>
<b>Operating income</b>	<b>\$ 889</b>	<b>\$ 824</b>	<b>\$ 838</b>
Loss and loss adjustment expense ratio	58.1%	59.6%	59.1%
Underwriting expense ratio	28.5	29.1	29.8
<b>Combined ratio</b>	<b>86.6%</b>	<b>88.7%</b>	<b>88.9%</b>
<b>Incremental impact of direct to consumer initiative on combined ratio</b>	<b>1.8%</b>	<b>1.7%</b>	<b>1.8%</b>

*Overview*

Operating income in 2015 was \$889 million, \$65 million or 8% higher than operating income of \$824 million in 2014. The increase primarily reflected the pretax impacts of (i) higher net favorable prior year reserve development and (ii) lower catastrophe losses, partially offset by (iii) lower net investment income and (iv) a decline in other revenues. Net favorable prior year reserve development in 2015 was \$278 million, compared with \$169 million in 2014. Catastrophe losses in 2015 were \$264 million, compared with \$336 million in 2014. Partially offsetting this net pretax increase in operating income was a related increase in income tax expense. Income tax expense in 2015 was reduced by \$4 million as a result of the resolution of prior year tax matters in the second quarter of 2015.

Operating income in 2014 was \$824 million, \$14 million or 2% lower than operating income of \$838 million in 2013. The decrease primarily reflected the pretax impacts of (i) an increase in catastrophe losses, (ii) lower net favorable prior year reserve development and (iii) a decline in other revenues, partially offset by (iv) higher underlying underwriting margins and (v) higher net investment income. Catastrophe losses in 2014 and 2013 were \$336 million and \$250 million, respectively. Net favorable prior year reserve development in 2014 and 2013 was \$169 million and \$209 million, respectively. The higher underlying underwriting margins primarily reflected (i) earned pricing that exceeded loss cost trends and (ii) the benefit of the Company's previously announced expense reduction initiatives, partially offset by (iii) the impact of a higher mix of new business versus renewal business. Income tax expense in 2014 was comparable to 2013.

**Revenues***Earned Premiums*

Earned premiums in 2015 were \$7.27 billion, \$143 million or 2% higher than in 2014. Earned premiums in 2014 were \$7.13 billion, \$199 million or 3% lower than in 2013. The changes in earned premiums in 2015 and 2014 reflected changes in net written premiums over the respective preceding twelve months.

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*Net Investment Income*

Net investment income in 2015 was \$332 million, \$47 million or 12% lower than in 2014. Net investment income in 2014 was \$379 million, \$10 million or 3% higher than in 2013. Refer to the "Net Investment Income" section of "Consolidated Results of Operations" herein for a discussion of the changes in the Company's net investment income in 2015 and 2014 as compared with the respective prior year. In addition, refer to note 2 of notes to the consolidated financial statements herein for a discussion of the Company's net investment income allocation methodology.

*Other Revenues*

Other revenues in all years presented included installment premium charges. Other revenues in 2014 and 2013 also included revenues associated with the runoff of the Company's National Flood Insurance Program (NFIP) business that was sold on a renewal rights basis in 2013. Other revenues in 2013 also included a \$20 million gain from the sale of those NFIP renewal rights. The Company was a participant in the NFIP Write Your Own Program administered by the Federal Emergency Management Agency (FEMA) and the Federal Insurance & Mitigation Administration.

**Claims and Expenses**

*Claims and Claim Adjustment Expenses*

Claims and claim adjustment expenses of \$4.22 billion in 2015 were comparable to 2014, primarily reflecting (i) higher net favorable prior year reserve development and (ii) lower catastrophe losses, largely offset by (iii) the impact of loss cost trends and (iv) higher volumes of insured exposures. Claims and claim adjustment expenses in 2014 were \$4.24 billion, \$83 million or 2% lower than in 2013, primarily reflecting (i) the impact of lower volumes of insured exposures and (ii) the benefit of the Company's previously announced expense reduction initiatives on claim adjustment expenses, partially offset by (iii) higher catastrophe losses, (iv) the impact of loss cost trends and (v) lower net favorable prior year reserve development. Factors contributing to net favorable prior year reserve development during the years ended December 31, 2015, 2014 and 2013 are discussed in more detail in note 7 of notes to the consolidated financial statements.

*Amortization of Deferred Acquisition Costs*

Amortization of deferred acquisition costs in 2015 was \$1.16 billion, \$10 million or 1% lower than in 2014. Amortization of deferred acquisition costs in 2014 was \$1.17 billion, \$112 million or 9% lower than in 2013. The decrease in 2014 primarily reflected a decline in commission expense due to lower commission rates, as well as a decline in earned premiums compared with 2013.

*General and Administrative Expenses*

General and administrative expenses of \$973 million in 2015 and \$977 million in 2014 were comparable to the respective prior year amounts.

*Income Tax Expense*

Income tax expense in 2015 was \$402 million, \$36 million or 10% higher than in 2014, primarily reflecting the \$101 million increase in income before income taxes, partially offset by the \$4 million reduction in income tax expense resulting from the resolution of prior year tax matters in 2015. Income tax expense of \$366 million in 2014 was comparable to 2013, as the tax effect of the \$14 million decrease in income before income taxes was offset by the impact of a \$5 million reduction in income tax expense in 2013 resulting from the resolution of prior year tax matters.

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## Combined Ratio

The combined ratio of 86.6% in 2015 was 2.1 points lower than the combined ratio of 88.7% in 2014.

The loss and loss adjustment expense ratio of 58.1% in 2015 was 1.5 points lower than the 2014 ratio of 59.6%. Catastrophe losses accounted for 3.6 points and 4.7 points of the 2015 and 2014 loss and loss adjustment expense ratio, respectively. Net favorable prior year reserve development in 2015 and 2014 provided 3.8 points and 2.4 points of benefit to the loss and loss adjustment expense ratio, respectively. The 2015 underlying loss and loss adjustment expense ratio was 1.0 point higher than the 2014 ratio on the same basis, primarily reflecting the impact of a higher mix of new business versus renewal business, as well as a higher mix of automobile business versus homeowners and other business.

The underwriting expense ratio of 28.5% in 2015 was 0.6 points lower than the underwriting expense ratio of 29.1% in 2014, primarily reflecting lower commission expenses.

The combined ratio of 88.7% in 2014 was 0.2 points lower than the combined ratio of 88.9% in 2013.

The loss and loss adjustment expense ratio of 59.6% in 2014 was 0.5 points higher than the loss and loss adjustment expense ratio of 59.1% in 2013. Catastrophe losses accounted for 4.7 points and 3.4 points of the 2014 and 2013 loss and loss adjustment expense ratios, respectively. Net favorable prior year reserve development in 2014 and 2013 provided 2.4 points and 2.8 points of benefit, respectively, to the loss and loss adjustment expense ratio. The 2014 underlying loss and loss adjustment expense ratio was 1.2 points lower than the 2013 ratio on the same basis, primarily reflecting (i) earned pricing that exceeded loss cost trends and (ii) the benefit of the Company's previously announced expense reduction initiatives, partially offset by (iii) the impact of a higher mix of new business versus renewal business.

The underwriting expense ratio of 29.1% in 2014 was 0.7 points lower than the underwriting expense ratio of 29.8% in 2013. The decrease in 2014 primarily reflected (i) lower homeowners' commission rates and (ii) the benefit of the Company's expense reduction initiatives, partially offset by (iii) higher underwriting expenses resulting from higher new business levels and (iv) a decrease in earned premiums.

## Agency Written Premiums

Gross and net written premiums by product line were as follows for the Personal Insurance segment's Agency business, which comprises business written through agents, brokers and other intermediaries and represents almost all of the segment's gross and net written premiums:

(for the year ended December 31, in millions)	Gross Written Premiums		
	2015	2014	2013
Agency Automobile	\$ 3,551	\$ 3,278	\$ 3,277
Agency Homeowners and Other	3,773	3,800	4,094
<b>Total Agency Personal Insurance</b>	<b>\$ 7,324</b>	<b>\$ 7,078</b>	<b>\$ 7,371</b>

(for the year ended December 31, in millions)	Net Written Premiums		
	2015	2014	2013
Agency Automobile	\$ 3,534	\$ 3,260	\$ 3,258
Agency Homeowners and Other	3,687	3,718	3,805
<b>Total Agency Personal Insurance</b>	<b>\$ 7,221</b>	<b>\$ 6,978</b>	<b>\$ 7,063</b>

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In 2015, gross and net Agency written premiums were both 3% higher than in 2014. In 2014, gross and net Agency written premiums were 4% and 1% lower, respectively, than in 2013. The higher rate of decrease in gross written premiums in 2014 was primarily driven by the impact of the sale of the Company's NFIP business in 2013 described above.

In 2015, net written premiums in the Agency Automobile line of business were 8% higher than in 2014. Business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 remained positive but were lower than in 2014. New business premiums in 2015 increased over 2014 driven by sales of the Company's private passenger automobile product, Quantum Auto 2.0. In 2014, net written premiums in the Agency Automobile line of business were slightly higher than in 2013. Business retention rates remained strong in 2014 and were higher than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013. New business premiums in 2014 were significantly higher than in 2013 as a result of Quantum Auto 2.0.

In 2015, net written premiums in the Agency Homeowners and Other line of business were 1% lower than in 2014. Business retention rates in 2015 remained strong and were higher than in 2014. Renewal premium changes in 2015 remained positive but were lower than in 2014. New business premiums in 2015 increased over 2014. In 2014, net written premiums in the Agency Homeowners and Other line of business were 2% lower than 2013. Business retention rates remained strong in 2014 and were higher than in 2013. Renewal premium changes in 2014 remained positive but were lower than in 2013. New business premiums in 2014 were higher than in 2013.

For its Agency business, the Personal Insurance segment had approximately 6.2 million and 6.0 million active policies at December 31, 2015 and 2014, respectively.

### **Direct to Consumer Written Premiums**

In the direct to consumer business, net written premiums in 2015 were \$236 million, \$49 million or 26% higher than in 2014. In 2015, automobile net written premiums increased by \$36 million or 28% over 2014, and homeowners and other net written premiums increased by \$13 million or 23% over 2014. Net written premiums in 2014 were \$187 million, \$25 million or 15% higher than in 2013. In 2014, automobile net written premiums increased by \$18 million or 16% over 2013, and homeowners and other net written premiums increased by \$7 million or 14% over 2013. The direct to consumer business had 242,000 and 193,000 active policies at December 31, 2015 and 2014, respectively.

### **Interest Expense and Other**

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Operating loss	<u>\$ (255)</u>	<u>\$ (257)</u>	<u>\$ (248)</u>

The operating loss in 2015 was \$2 million lower than in 2014. The operating loss in 2014 was \$9 million higher than in 2013. After-tax interest expense in 2015, 2014 and 2013 was \$242 million, \$240 million and \$235 million, respectively. The increase in interest expense in both 2015 and 2014 compared with the respective prior years primarily reflected slightly higher average levels of debt outstanding.

### **ASBESTOS CLAIMS AND LITIGATION**

The Company believes that the property and casualty insurance industry has suffered from court decisions and other trends that have expanded insurance coverage for asbestos claims far beyond the original intent of insurers and policyholders. The Company has received and continues to receive a significant number of asbestos claims from the Company's policyholders (which includes others seeking coverage under a policy). Factors underlying these claim filings include continued intensive advertising

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by lawyers seeking asbestos claimants and the continued focus by plaintiffs on defendants who were not traditionally primary targets of asbestos litigation. The focus on these defendants is primarily the result of the number of traditional asbestos defendants who have sought bankruptcy protection in previous years. In addition to contributing to the overall number of claims, bankruptcy proceedings may increase the volatility of asbestos-related losses by initially delaying the reporting of claims and later by significantly accelerating and increasing loss payments by insurers, including the Company. The bankruptcy of many traditional defendants has also caused increased settlement demands against those policyholders who are not in bankruptcy but remain in the tort system. Currently, in many jurisdictions, those who allege very serious injury and who can present credible medical evidence of their injuries are receiving priority trial settings in the courts, while those who have not shown any credible disease manifestation are having their hearing dates delayed or placed on an inactive docket. Prioritizing claims involving credible evidence of injuries, along with the focus on defendants who were not traditionally primary targets of asbestos litigation, contributes to the claims and claim adjustment expense payment patterns experienced by the Company. The Company's asbestos-related claims and claim adjustment expense experience also has been impacted by the unavailability of other insurance sources potentially available to policyholders, whether through exhaustion of policy limits or through the insolvency of other participating insurers.

The Company continues to be involved in coverage litigation concerning a number of policyholders, some of whom have filed for bankruptcy, who in some instances have asserted that all or a portion of their asbestos-related claims are not subject to aggregate limits on coverage. In these instances, policyholders also may assert that each individual bodily injury claim should be treated as a separate occurrence under the policy. It is difficult to predict whether these policyholders will be successful on both issues. To the extent both issues are resolved in a policyholder's favor and other Company defenses are not successful, the Company's coverage obligations under the policies at issue would be materially increased and bounded only by the applicable per-occurrence limits and the number of asbestos bodily injury claims against the policyholders. Although the Company has seen a moderation in the overall risk associated with these lawsuits, it remains difficult to predict the ultimate cost of these claims.

Many coverage disputes with policyholders are only resolved through settlement agreements. Because many policyholders make exaggerated demands, it is difficult to predict the outcome of settlement negotiations. Settlements involving bankrupt policyholders may include extensive releases which are favorable to the Company but which could result in settlements for larger amounts than originally anticipated. There also may be instances where a court may not approve a proposed settlement, which may result in additional litigation and potentially less beneficial outcomes for the Company. As in the past, the Company will continue to pursue settlement opportunities.

In addition to claims against policyholders, proceedings have been launched directly against insurers, including the Company, by individuals challenging insurers' conduct with respect to the handling of past asbestos claims and by individuals seeking damages arising from alleged asbestos-related bodily injuries. Travelers Property Casualty Corp. (TPC) had previously entered into settlement agreements in connection with a number of these direct action claims (Direct Action Settlements). The Company had been involved in litigation concerning whether all of the conditions of the Direct Action Settlements had been satisfied. On July 22, 2014, the United States Court of Appeals for the Second Circuit ruled that all of the conditions of the Direct Action Settlements had been satisfied. On January 15, 2015, the bankruptcy court entered an order directing the Company to pay \$579 million to the plaintiffs, comprised of the \$502 million settlement amounts, plus pre- and post-judgment interest of \$77 million, and the Company made that payment in 2015. For a full discussion of these settlement agreements and related litigation, see the "Settlement of Asbestos Direct Action Litigation" section of note 16 of notes to the consolidated financial statements herein. It is possible that the filing of other direct actions against insurers, including the Company, could be made in the future. It is difficult to

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predict the outcome of these proceedings, including whether the plaintiffs will be able to sustain these actions against insurers based on novel legal theories of liability. The Company believes it has meritorious defenses to these claims and has received favorable rulings in certain jurisdictions.

Because each policyholder presents different liability and coverage issues, the Company generally reviews the exposure presented by each policyholder at least annually. Among the factors which the Company may consider in the course of this review are: available insurance coverage, including the role of any umbrella or excess insurance the Company has issued to the policyholder; limits and deductibles; an analysis of the policyholder's potential liability; the jurisdictions involved; past and anticipated future claim activity and loss development on pending claims; past settlement values of similar claims; allocated claim adjustment expense; potential role of other insurance; the role, if any, of non-asbestos claims or potential non-asbestos claims in any resolution process; and applicable coverage defenses or determinations, if any, including the determination as to whether or not an asbestos claim is a products/completed operation claim subject to an aggregate limit and the available coverage, if any, for that claim.

In the third quarter of 2015, the Company completed its annual in-depth asbestos claim review, including a review of active policyholders and litigation cases for potential product and "non-product" liability, and noted the continuation of the following trends:

- continued high level of litigation activity in certain jurisdictions involving individuals alleging serious asbestos-related illness, primarily involving mesothelioma claims;
- while overall payment patterns have been generally stable, there has been an increase in severity for certain policyholders due to the continued high level of litigation activity; and
- continued moderate level of asbestos-related bankruptcy activity.

While the Company believes that over the past several years there has been a reduction in the volatility associated with the Company's overall asbestos exposure, there nonetheless remains a high degree of uncertainty with respect to future exposure from asbestos claims.

In the Home Office and Field Office category, which accounts for the vast majority of policyholders with active asbestos-related claims, both the number of policyholders tendering asbestos claims for the first time and the number of policyholders with open asbestos claims declined when compared with 2014. Gross asbestos payments in this category were essentially unchanged when compared with 2014, while net asbestos-related payments increased in 2015 due to significant reinsurance billings relating to one policyholder in 2014. Payments on behalf of policyholders in this category continue to be influenced by the high level of litigation activity in a limited number of jurisdictions where individuals alleging serious asbestos-related injury, primarily mesothelioma, continue to target defendants who were not traditionally primary targets of asbestos litigation.

The Company's quarterly asbestos reserve reviews include an analysis of exposure and claim payment patterns by policyholder category, as well as recent settlements, policyholder bankruptcies, judicial rulings and legislative actions. The Company also analyzes developing payment patterns among policyholders in the Home Office and Field Office, and Assumed Reinsurance and Other categories as well as projected reinsurance billings and recoveries. In addition, the Company reviews its historical gross and net loss and expense paid experience, year-by-year, to assess any emerging trends, fluctuations, or characteristics suggested by the aggregate paid activity. Conventional actuarial methods are not utilized to establish asbestos reserves nor have the Company's evaluations resulted in any way of determining a meaningful average asbestos defense or indemnity payment.

The completion of these reviews and analyses in 2015, 2014 and 2013 resulted in \$224 million, \$250 million and \$190 million increases, respectively, in the Company's net asbestos reserves. In each year, the reserve increases were primarily driven by increases in the Company's estimate of projected

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settlement and defense costs related to a broad number of policyholders in the Home Office category due to a higher level of litigation activity surrounding mesothelioma claims than previously anticipated. In addition, the reserve increase in 2013 also reflected higher projected payments on assumed reinsurance accounts. The increase in the estimate of projected settlement and defense costs resulted from payment trends that continue to be higher than previously anticipated due to the impact of the current litigation environment discussed above. Notwithstanding these trends, the Company's overall view of the underlying asbestos environment is essentially unchanged from recent periods and there remains a high degree of uncertainty with respect to future exposure to asbestos claims.

Net asbestos paid loss and loss expenses in 2015, 2014 and 2013 were \$770 million, \$242 million and \$218 million, respectively. Net payments in 2015 included the payment of the \$502 million settlement amounts related to the Settlement of Asbestos Direct Action Litigation as described in more detail in note 16 of notes to the consolidated financial statements herein. Approximately 69%, 8% and 1% of total net paid losses in 2015, 2014 and 2013, respectively, related to policyholders with whom the Company had entered into settlement agreements limiting the Company's liability.

The Company categorizes its asbestos reserves as follows:

(at and for the year ended December 31, \$ in millions)	Number of Policyholders		Total Net Paid		Net Asbestos Reserves	
	2015	2014	2015	2014	2015	2014
Policyholders with settlement agreements	18	17	\$ 532	\$ 19	\$ 554	\$ 613
Home office and field office	1,624	1,692	220	197	1,101	1,574
Assumed reinsurance and other	—	—	18	26	155	170
<b>Total</b>	<b>1,642</b>	<b>1,709</b>	<b>\$ 770</b>	<b>\$ 242</b>	<b>\$ 1,810</b>	<b>\$ 2,357</b>

The Policyholders with Settlement Agreements category includes structured settlements, coverage in place arrangements and, with respect to TPC, Wellington accounts. Reserves are based on the expected payout for each policyholder under the applicable agreement. Structured settlements are arrangements under which policyholders and/or plaintiffs agree to fixed financial amounts to be paid at scheduled times. Coverage in place arrangements represent agreements with policyholders on specified amounts of coverage to be provided. Payment obligations may be subject to annual maximums and are only made when valid claims are presented. Wellington accounts refer to the 35 defendants that are parties to a 1985 agreement settling certain disputes concerning insurance coverage for their asbestos claims. Many of the aspects of the Wellington agreement are similar to those of coverage in place arrangements in which the parties have agreed on specific amounts of coverage and the terms under which the coverage can be accessed. As discussed above, in 2015 the Company paid a \$502 million settlement related to the asbestos direct action litigation. That amount had been included in the Policyholders with Settlement Agreements category in the foregoing table at December 31, 2014.

On January 29, 2009, the Company and PPG Industries, Inc ("PPG"), along with approximately 30 other insurers of PPG, agreed in principle to an agreement to settle asbestos-related coverage litigation under insurance policies issued to PPG. The tentative settlement agreement has been incorporated into the Modified Third Amended Plan of Reorganization ("Amended Plan") proposed as part of the Pittsburgh Corning Corp. ("PCC," which is 50% owned by PPG) bankruptcy proceeding. Pursuant to the proposed Amended Plan, which was filed on January 30, 2009, PCC, along with enumerated other companies (including PPG as well as the Company as a participating insurer), are to receive protections afforded by Section 524(g) of the Bankruptcy Code from certain asbestos-related bodily injury claims. Under the agreement in principle, the Company has the option to make a series of payments over 20 years totaling approximately \$620 million to the Trust to be created under the Amended Plan, or it may elect to make a one-time discounted payment, which, as of June 30, 2016, would total approximately \$525 million. On January 7, 2016, the final objections to the Amended Plan were

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dismissed. The agreement in principle with PPG is still subject to several conditions. Given the resolution of the objections to the Amended Plan the Company believes that the conditions will be satisfied and accordingly, the Company's obligations under this agreement in principle are included in the Policyholders with Settlement Agreements category at December 31, 2015. At December 31, 2014 those obligations were included in the Home Office and Field Office category described below.

The Home Office and Field Office category relates to all other policyholders and also includes IBNR reserves and reserves for the costs of defending asbestos-related coverage litigation. IBNR reserves in the Home Office and Field Office category include amounts for new claims from and adverse development on existing Home Office and Field Office policyholders, as well as reserves for claims from policyholders reporting asbestos claims for the first time and for policyholders for which there is, or may be, litigation. Policyholders are identified for the annual home office review based upon, among other factors: a combination of past payments and current case reserves in excess of a specified threshold (currently \$100,000), perceived level of exposure, number of reported claims, products/completed operations and potential "non-product" exposures, size of policyholder and geographic distribution of products or services sold by the policyholder. The Assumed Reinsurance and Other category primarily consists of reinsurance of excess coverage, including various pool participations.

The following table displays activity for asbestos losses and loss expenses and reserves:

<u>(at and for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Beginning reserves:			
Gross	\$ 2,520	\$ 2,606	\$ 2,689
Ceded	(163)	(256)	(311)
Net	<u>2,357</u>	<u>2,350</u>	<u>2,378</u>
Incurring losses and loss expenses:			
Gross	313	258	190
Ceded	(89)	(8)	—
Net	<u>224</u>	<u>250</u>	<u>190</u>
Paid loss and loss expenses:			
Gross	843	343	273
Ceded	(73)	(101)	(55)
Net	<u>770</u>	<u>242</u>	<u>218</u>
Foreign exchange and other:			
Gross	(1)	(1)	—
Ceded	—	—	—
Net	<u>(1)</u>	<u>(1)</u>	<u>—</u>
Ending reserves:			
Gross	1,989	2,520	2,606
Ceded	(179)	(163)	(256)
Net	<u>\$ 1,810</u>	<u>\$ 2,357</u>	<u>\$ 2,350</u>

See "—Uncertainty Regarding Adequacy of Asbestos and Environmental Reserves."

## ENVIRONMENTAL CLAIMS AND LITIGATION

The Company has received and continues to receive claims from policyholders who allege that they are liable for injury or damage arising out of their alleged disposition of toxic substances. Mostly, these

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claims are due to various legislative as well as regulatory efforts aimed at environmental remediation. For instance, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), enacted in 1980 and later modified, enables private parties as well as federal and state governments to take action with respect to releases and threatened releases of hazardous substances. This federal statute permits the recovery of response costs from some liable parties and may require liable parties to undertake their own remedial action. Liability under CERCLA may be joint and several with other responsible parties.

The Company has been, and continues to be, involved in litigation involving insurance coverage issues pertaining to environmental claims. The Company believes that some court decisions have interpreted the insurance coverage to be broader than the original intent of the insurers and policyholders. These decisions often pertain to insurance policies that were issued by the Company prior to the mid-1980s. These decisions continue to be inconsistent and vary from jurisdiction to jurisdiction. Environmental claims, when submitted, rarely indicate the monetary amount being sought by the claimant from the policyholder, and the Company does not keep track of the monetary amount being sought in those few claims which indicate a monetary amount.

The resolution of environmental exposures by the Company generally occurs through settlements with policyholders as opposed to claimants. Generally, the Company strives to extinguish any obligations it may have under any policy issued to the policyholder for past, present and future environmental liabilities and extinguish any pending coverage litigation dispute with the policyholder. This form of settlement is commonly referred to as a "buy-back" of policies for future environmental liability. In addition, many of the agreements have also extinguished any insurance obligation which the Company may have for other claims, including but not limited to asbestos and other cumulative injury claims. The Company and its policyholders may also agree to settlements which extinguish any liability arising from known specified sites or claims. Where appropriate, these agreements also include indemnities and hold harmless provisions to protect the Company. The Company's general purpose in executing these agreements is to reduce the Company's potential environmental exposure and eliminate the risks presented by coverage litigation with the policyholder and related costs.

In establishing environmental reserves, the Company evaluates the exposure presented by each policyholder and the anticipated cost of resolution, if any. In the course of this analysis, the Company generally considers the probable liability, available coverage and relevant judicial interpretations. In addition, the Company considers the many variables presented, such as: the nature of the alleged activities of the policyholder at each site; the number of sites; the total number of potentially responsible parties at each site; the nature of the alleged environmental harm and the corresponding remedy at each site; the nature of government enforcement activities at each site; the ownership and general use of each site; the overall nature of the insurance relationship between the Company and the policyholder, including the role of any umbrella or excess insurance the Company has issued to the policyholder; the involvement of other insurers; the potential for other available coverage, including the number of years of coverage; the role, if any, of non-environmental claims or potential non-environmental claims in any resolution process; and the applicable law in each jurisdiction. The evaluation of the exposure presented by a policyholder can change as information concerning that policyholder and the many variables presented is developed. Conventional actuarial methods are not used to estimate these reserves.

In its review of environmental reserves, the Company considers: past settlement payments; changing judicial and legislative trends; its reserves for the costs of litigating environmental coverage matters; the potential for policyholders with smaller exposures to be named in new clean-up actions for both on-and off-site waste disposal activities; the potential for adverse development; the potential for additional new claims beyond previous expectations; and the potential higher costs for new settlements.

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The duration of the Company's investigation and review of these claims and the extent of time necessary to determine an appropriate estimate, if any, of the value of the claim to the Company vary significantly and are dependent upon a number of factors. These factors include, but are not limited to, the cooperation of the policyholder in providing claim information, the pace of underlying litigation or claim processes, the pace of coverage litigation between the policyholder and the Company and the willingness of the policyholder and the Company to negotiate, if appropriate, a resolution of any dispute pertaining to these claims. Because these factors vary from claim-to-claim and policyholder-by-policyholder, the Company cannot provide a meaningful average of the duration of an environmental claim. However, based upon the Company's experience in resolving these claims, the duration may vary from months to several years.

The Company continues to receive notices from policyholders tendering claims for the first time, frequently under policies issued prior to the mid-1980s. These policyholders continue to present smaller exposures, have fewer sites and are lower tier defendants. Further, in many instances, clean-up costs have been reduced because regulatory agencies are willing to accept risk-based site analyses and more efficient clean-up technologies. Over the past several years, the Company has experienced generally favorable trends in the number of new policyholders tendering environmental claims for the first time and in the number of pending declaratory judgment actions relating to environmental matters. However, the degree to which those favorable trends have continued has been less than anticipated. In addition, reserve development on existing environmental claims has been greater than anticipated. As a result of these factors, in 2015, 2014 and 2013, the Company increased its net environmental reserves by \$72 million, \$87 million and \$65 million, respectively.

Net environmental paid loss and loss expenses were \$55 million, \$84 million and \$84 million in 2015, 2014 and 2013, respectively. At December 31, 2015, approximately 93% of the net environmental reserve (approximately \$335 million) was carried in a bulk reserve and included unresolved environmental claims, incurred but not reported environmental claims and the anticipated cost of coverage litigation disputes relating to these claims. The bulk reserve the Company carries is established and adjusted based upon the aggregate volume of in-process environmental claims and the Company's experience in resolving those claims. The balance, approximately 7% of the net environmental reserve (approximately \$26 million), consists of case reserves.

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The following table displays activity for environmental losses and loss expenses and reserves:

<u>(at and for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Beginning reserves:			
Gross	\$ 353	\$ 355	\$ 352
Ceded	(7)	(11)	(5)
Net	<u>346</u>	<u>344</u>	<u>347</u>
Incurring losses and loss expenses:			
Gross	81	94	72
Ceded	(9)	(7)	(7)
Net	<u>72</u>	<u>87</u>	<u>65</u>
Paid loss and loss expenses:			
Gross	56	95	87
Ceded	(1)	(11)	(3)
Net	<u>55</u>	<u>84</u>	<u>84</u>
Acquired reserves, foreign exchange and other:(1)			
Gross	(3)	(1)	18
Ceded	1	—	(2)
Net	<u>(2)</u>	<u>(1)</u>	<u>16</u>
Ending reserves:			
Gross	375	353	355
Ceded	(14)	(7)	(11)
Net	<u>\$ 361</u>	<u>\$ 346</u>	<u>\$ 344</u>

(1) Amounts in 2013 represent acquired reserves of Dominion at November 1, 2013.

#### UNCERTAINTY REGARDING ADEQUACY OF ASBESTOS AND ENVIRONMENTAL RESERVES

As a result of the processes and procedures discussed above, management believes that the reserves carried for asbestos and environmental claims are appropriately established based upon known facts, current law and management's judgment. However, the uncertainties surrounding the final resolution of these claims continue, and it is difficult to determine the ultimate exposure for asbestos and environmental claims and related litigation. As a result, these reserves are subject to revision as new information becomes available and as claims develop. The continuing uncertainties include, without limitation, the risks and lack of predictability inherent in complex litigation, any impact from the bankruptcy protection sought by various asbestos producers and other asbestos defendants, a further increase or decrease in the cost to resolve, and/or the number of, asbestos and environmental claims beyond that which is anticipated, the emergence of a greater number of asbestos claims than anticipated as a result of extended life expectancies resulting from medical advances and lifestyle improvements, the role of any umbrella or excess policies the Company has issued, the resolution or adjudication of disputes pertaining to the amount of available coverage for asbestos and environmental claims in a manner inconsistent with the Company's previous assessment of these claims, the number and outcome of direct actions against the Company, future developments pertaining to the Company's ability to recover reinsurance for asbestos and environmental claims and the unavailability of other insurance sources potentially available to policyholders, whether through exhaustion of policy limits or through the insolvency of other participating insurers. In addition, uncertainties arise from the insolvency or bankruptcy of policyholders and other defendants. It is also not possible to predict changes in the legal, regulatory and legislative environment and their impact on the future development

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of asbestos and environmental claims. This environment could be affected by changes in applicable legislation and future court and regulatory decisions and interpretations, including the outcome of legal challenges to legislative and/or judicial reforms establishing medical criteria for the pursuit of asbestos claims. It is also difficult to predict the ultimate outcome of complex coverage disputes until settlement negotiations near completion and significant legal questions are resolved or, failing settlement, until the dispute is adjudicated. This is particularly the case with policyholders in bankruptcy where negotiations often involve a large number of claimants and other parties and require court approval to be effective. As part of its continuing analysis of asbestos and environmental reserves, the Company continues to study the implications of these and other developments.

Because of the uncertainties set forth above, additional liabilities may arise for amounts in excess of the Company's current reserves. In addition, the Company's estimate of claims and claim adjustment expenses may change. These additional liabilities or increases in estimates, or a range of either, cannot now be reasonably estimated and could result in income statement charges that could be material to the Company's operating results in future periods.

**INVESTMENT PORTFOLIO**

The Company's invested assets at December 31, 2015 were \$70.47 billion, of which 93% was invested in fixed maturity and short-term investments, 1% in equity securities, 1% in real estate investments and 5% in other investments. Because the primary purpose of the investment portfolio is to fund future claims payments, the Company employs a conservative investment philosophy. A significant majority of funds available for investment are deployed in a widely diversified portfolio of high quality, liquid, taxable U.S. government, tax-exempt U.S. municipal and taxable corporate and U.S. agency mortgage-backed bonds.

The carrying value of the Company's fixed maturity portfolio at December 31, 2015 was \$60.66 billion. The Company closely monitors the duration of its fixed maturity investments, and investment purchases and sales are executed with the objective of having adequate funds available to satisfy the Company's insurance and debt obligations. The weighted average credit quality of the Company's fixed maturity portfolio, both including and excluding U.S. Treasury securities, was "Aa2" at both December 31, 2015 and 2014. Below investment grade securities represented 2.8% and 3.0% of the total fixed maturity investment portfolio at December 31, 2015 and 2014, respectively. The average effective duration of fixed maturities and short-term securities was 3.9 (4.2 excluding short-term securities) at December 31, 2015 and 3.5 (3.7 excluding short-term securities) at December 31, 2014.

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The carrying values of investments in fixed maturities classified as available for sale at December 31, 2015 and 2014 were as follows:

(at December 31, in millions)	2015		2014	
	Carrying Value	Average Credit Quality(1)	Carrying Value	Average Credit Quality(1)
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 2,194	Aaa/Aa1	\$ 2,053	Aaa/Aa1
Obligations of states, municipalities and political subdivisions:				
Local general obligation	13,318	Aaa/Aa1	13,005	Aaa/Aa1
Revenue	9,960	Aaa/Aa1	10,404	Aaa/Aa1
State general obligation	2,073	Aa1	2,603	Aa1
Pre-refunded	6,060	Aa1	7,561	Aa1
Total obligations of states, municipalities and political subdivisions	31,411		33,573	
Debt securities issued by foreign governments	1,873	Aaa/Aa1	2,368	Aaa/Aa1
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	1,981	Aa3	2,213	Aa3
All other corporate bonds and redeemable preferred stock:				
Financial:				
Bank	2,637	A1	2,567	A1
Insurance	623	A1	636	A1
Finance/leasing	42	Ba2	72	Baa2
Brokerage and asset management	34	A1	34	A1
Total financial	3,336		3,309	
Industrial	14,151	A3	14,180	A3
Public utility	2,311	A3	2,320	A2
Canadian municipal securities	1,085	Aa1	1,194	Aa1
Sovereign corporate securities(2)	696	Aaa	725	Aaa
Commercial mortgage-backed securities and project loans(3)	865	Aaa	715	Aaa
Asset-backed and other	755	Aa2	824	Aa3
Total all other corporate bonds and redeemable preferred stock	23,199		23,267	
Total fixed maturities	\$ 60,658	Aa2	\$ 63,474	Aa2

(1) Rated using external rating agencies or by the Company when a public rating does not exist.

(2) Sovereign corporate securities include corporate securities that are backed by a government and include sovereign banks and securities issued under the Federal Ship Financing Programs.

(3) Included in commercial mortgage-backed securities and project loans at December 31, 2015 and 2014 were \$295 million and \$189 million of securities guaranteed by the U.S. government, respectively, and \$8 million and \$13 million of securities guaranteed by government sponsored enterprises, respectively.

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The following table sets forth the Company's fixed maturity investment portfolio rated using external ratings agencies or by the Company when a public rating does not exist:

<u>(at December 31, 2015, in millions)</u>	<u>Carrying Value</u>	<u>Percent of Total Carrying Value</u>
Quality Rating:		
Aaa	\$ 25,865	42.7%
Aa	17,226	28.4
A	8,998	14.8
Baa	6,858	11.3
Total investment grade	<u>58,947</u>	<u>97.2</u>
Below investment grade	1,711	2.8
Total fixed maturities	<u>\$ 60,658</u>	<u>100.0%</u>

The amortized cost and fair value of fixed maturities by contractual maturity follow. Actual maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

<u>(at December 31, 2015, in millions)</u>	<u>Amortized Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 6,240	\$ 6,324
Due after 1 year through 2 years	5,290	5,452
Due after 2 years through 3 years	4,267	4,426
Due after 3 years through 4 years	3,868	4,007
Due after 4 years through 5 years	3,316	3,411
Due after 5 years through 10 years	16,008	16,260
Due after 10 years	<u>18,026</u>	<u>18,797</u>
	57,015	58,677
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	<u>1,863</u>	<u>1,981</u>
Total	<u>\$ 58,878</u>	<u>\$ 60,658</u>

*Obligations of States, Municipalities and Political Subdivisions*

The Company's fixed maturity investment portfolio at December 31, 2015 and 2014 included \$31.41 billion and \$33.57 billion, respectively, of securities which are obligations of states, municipalities and political subdivisions (collectively referred to as the municipal bond portfolio). The municipal bond portfolio is diversified across the United States, the District of Columbia and Puerto Rico and includes general obligation and revenue bonds issued by states, cities, counties, school districts and similar issuers. Included in the municipal bond portfolio at December 31, 2015 and 2014 were \$6.06 billion and \$7.56 billion, respectively, of pre-refunded bonds, which are bonds for which states or municipalities have established irrevocable trusts, almost exclusively comprised of U.S. Treasury securities, which were created to satisfy their responsibility for payments of principal and interest. The irrevocable trusts are verified as to their sufficiency by an independent verification agent of the underwriter, issuer or trustee. All of the Company's holdings of securities issued by Puerto Rico and related entities have been pre-refunded and therefore are defeased by U.S. Treasury securities.

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The following table shows the geographic distribution of the \$25.35 billion of municipal bonds at December 31, 2015 that were not pre-refunded.

<u>(at December 31, 2015, in millions)</u>	<u>State General Obligation</u>	<u>Local General Obligation</u>	<u>Revenue</u>	<u>Total Carrying Value</u>	<u>Average Credit Quality(1)</u>
State:					
Texas	\$ 139	\$ 2,519	\$ 1,077	\$ 3,735	Aaa/Aa1
Virginia	120	789	914	1,823	Aaa/Aa1
Washington	119	1,029	568	1,716	Aa1
California	41	790	458	1,289	Aa1
Minnesota	151	871	98	1,120	Aaa/Aa1
North Carolina	78	660	297	1,035	Aaa/Aa1
Massachusetts	45	45	858	948	Aaa/Aa1
Maryland	129	535	204	868	Aaa/Aa1
Illinois	49	525	259	833	Aa1
Colorado	—	567	233	800	Aa1
Georgia	133	475	144	752	Aaa/Aa1
Arizona	—	410	329	739	Aa1
Wisconsin	175	297	243	715	Aa1
South Carolina	36	476	166	678	Aa1
New Jersey	—	266	375	641	Aaa
Oregon	189	225	220	634	Aa1
All others(2)(3)	669	2,839	3,517	7,025	Aaa/Aa1
<b>Total</b>	<b>\$ 2,073</b>	<b>\$ 13,318</b>	<b>\$ 9,960</b>	<b>\$ 25,351</b>	<b>Aaa/Aa1</b>

- (1) Rated using external rating agencies or by the Company when a public rating does not exist. Ratings shown are the higher of the rating of the underlying issuer or the insurer in the case of securities enhanced by third-party insurance for the payment of principal and interest in the event of issuer default.
- (2) No other single state accounted for 2.5% or more of the total non-pre-refunded municipal bonds.
- (3) The Company does not own any municipal securities issued by the city of Detroit, MI.

The following table displays the funding sources for the \$9.96 billion of municipal bonds identified as revenue bonds in the foregoing table at December 31, 2015.

<u>(at December 31, 2015, in millions)</u>	<u>Carrying Value</u>	<u>Average Credit Quality(1)</u>
Source:		
Water and sewer	\$ 3,722	Aaa/Aa1
Higher education	2,370	Aaa/Aa1
Power and utilities	1,001	Aa2
Transportation	928	Aa1
Special tax	670	Aa1
Lease	115	Aa3
Housing	101	Aaa/Aa1
Healthcare	39	Aa2
Property tax	12	Aa2
Other revenue sources	1,002	Aaa/Aa1
<b>Total</b>	<b>\$ 9,960</b>	<b>Aaa/Aa1</b>

- (1) Rated using external rating agencies or by the Company when a public rating does not exist. Ratings shown are the higher of the rating of the underlying issuer or the insurer in the case of securities enhanced by third-party insurance for the payment of principal and interest in the event of issuer default.

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The Company bases its investment decision on the underlying credit characteristics of the municipal security. While its municipal bond portfolio includes a number of securities that were enhanced by third-party insurance for the payment of principal and interest in the event of an issuer default, the Company does not rely on enhanced credit characteristics provided by such third-party insurance as part of its investing decisions. Of the insured municipal securities in the Company's investment portfolio at December 31, 2015, approximately 97% were rated at "A3" or above, and approximately 88% were rated at "Aa3" or above, without the benefit of insurance. The Company believes that a loss of the benefit of insurance would not result in a material adverse impact on the Company's results of operations, financial position or liquidity, due to the underlying credit strength of the issuers of the securities, as well as the Company's ability and intent to hold the securities. The average credit rating of the underlying issuers of these securities was "Aa2" at December 31, 2015. The average credit rating of the entire municipal bond portfolio was "Aa1" at December 31, 2015, with and without the enhancement provided by third-party insurance.

*Debt Securities Issued by Foreign Governments*

The following table shows the geographic distribution of the Company's long-term fixed maturity investments in debt securities issued by foreign governments at December 31, 2015.

<u>(at December 31, 2015, in millions)</u>	<u>Carrying Value</u>	<u>Average Credit Quality(1)</u>
Foreign Government:		
Canada	\$ 1,131	Aaa
United Kingdom	669	Aaa/Aa1
All Others(2)(3)	73	A2
<b>Total</b>	<b>\$ 1,873</b>	<b>Aaa/Aa1</b>

- (1) Rated using external rating agencies or by the Company when a public rating does not exist.
- (2) The Company does not have direct exposure to sovereign debt issued by the Republic of Ireland, Italy, Greece, Portugal or Spain.
- (3) No other country accounted for 2.5% or more of total debt securities issued by foreign governments.

The following table shows the Company's Eurozone exposure at December 31, 2015 to all debt securities issued by foreign governments, financial companies, sovereign corporations (including sovereign banks) whose securities are backed by the respective country's government and all other corporate securities (comprised of industrial corporations and utility companies) which could be affected if economic conditions deteriorated due to a prolonged recession.

(at December 31, 2015, in millions)	Debt Securities Issued by Foreign Governments		Corporate Securities					
	Carrying Value	Average Credit Quality(1)	Financial		Sovereign Corporates		All Other	
			Carrying Value	Average Credit Quality(1)	Carrying Value	Average Credit Quality(1)	Carrying Value	Average Credit Quality(1)
<b>Eurozone Periphery</b>								
Spain	\$ —	—	\$ 45	A3	\$ —	—	\$ 36	A3
Ireland	—	—	—	—	—	—	66	A3
Greece	—	—	—	—	—	—	—	—
Italy	—	—	—	—	—	—	—	—
Portugal	—	—	—	—	—	—	—	—
Subtotal	—	—	45	—	—	—	102	—
<b>Eurozone Non-Periphery</b>								
Germany	2	Aaa	12	A3	242	Aa1	327	A3
France	100	Aa2	11	A2	3	Aa1	396	A2
Netherlands	—	—	64	A1	107	Aa1	298	A2
Austria	—	—	—	—	2	Aaa/Aa1	—	—
Finland	8	Aaa/Aa1	—	—	3	Aaa/Aa1	—	—
Belgium	—	—	—	—	—	—	154	A3
Luxembourg	—	—	—	—	—	—	85	A2
Subtotal	110	—	87	—	357	—	1,260	—
<b>Total</b>	<b>\$ 110</b>	—	<b>\$ 132</b>	—	<b>\$ 357</b>	—	<b>\$ 1,362</b>	—

- (1) Rated using external rating agencies or by the Company when a public rating does not exist. The table includes \$379 million of short-term securities which have the highest ratings issued by external rating agencies for short-term issuances. For purposes of this table, the short-term securities, which are rated "A-1+" and/or "P-1," are included as "Aaa" rated securities.

In addition to fixed maturities noted in the foregoing table, the Company has exposure totaling \$187 million to private equity limited partnerships and real estate partnerships (both of which are included in other investments in the Company's consolidated balance sheet) whose primary investing focus is across Europe. The Company has unfunded commitments totaling \$129 million to these partnerships. The Company also has \$5 million of non-redeemable preferred stock (included in equity securities on the Company's consolidated balance sheet) issued by companies in the Eurozone.

*Mortgage-Backed Securities, Collateralized Mortgage Obligations and Pass-Through Securities*

The Company's fixed maturity investment portfolio at December 31, 2015 and 2014 included \$1.98 billion and \$2.21 billion, respectively, of residential mortgage-backed securities, including pass-through-securities and collateralized mortgage obligations (CMOs), all of which are subject to prepayment risk (either shortening or lengthening of duration). While prepayment risk for securities and its effect on income cannot be fully controlled, particularly when interest rates move dramatically, the Company's investment strategy generally favors securities that reduce this risk within expected interest rate ranges. The Company makes investments in residential CMOs that are either guaranteed by GNMA, FNMA or FHLMC, or if not guaranteed, are senior or super-senior positions within their respective securitizations. Both guaranteed and non-guaranteed residential CMOs allocate the distribution of payments from the underlying mortgages among different classes of bondholders. In addition, non-guaranteed residential CMOs provide structures that allocate the impact of credit losses to different classes of bondholders. Senior and super-senior CMOs are protected, to varying degrees,

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from credit losses as those losses are initially allocated to subordinated bondholders. The Company's investment strategy is to purchase CMO tranches that are expected to offer the most favorable return given the Company's assessment of associated risks. The Company does not purchase residual interests in CMOs. For more information regarding the Company's investments in residential mortgage-backed securities, see note 3 of notes to the consolidated financial statements herein.

*Alternative Documentation Mortgages and Sub-Prime Mortgages*

At December 31, 2015 and 2014, the Company's fixed maturity investment portfolio included CMOs backed by alternative documentation mortgages and asset-backed securities collateralized by sub-prime mortgages with a collective fair value of \$185 million and \$252 million, respectively (comprising less than 1% of the Company's total fixed maturity investments at both dates). The Company defines sub-prime mortgage-backed securities as investments in which the underlying loans primarily exhibit one or more of the following characteristics: low FICO scores, above-prime interest rates, high loan-to-value ratios or high debt-to-income ratios. Alternative documentation securitizations are those in which the underlying loans primarily meet the government-sponsored entities' requirements for credit score but do not meet the government-sponsored entities' guidelines for documentation, property type, debt and loan-to-value ratios. The average credit rating on these securities and obligations held by the Company was "Ba2" at both December 31, 2015 and 2014. The Company does not believe this portfolio exposes it to a material adverse impact on its results of operations, financial position or liquidity, due to the portfolio's relatively small size.

*Commercial Mortgage-Backed Securities and Project Loans*

At December 31, 2015 and 2014, the Company held commercial mortgage-backed securities (including FHA project loans) of \$865 million and \$715 million, respectively. The Company does not believe this portfolio exposes it to a material adverse impact on its results of operations, financial position or liquidity, due to the portfolio's relatively small size and the underlying credit strength of these securities. For more information regarding the Company's investments in commercial mortgage-backed securities, see note 3 of notes to the consolidated financial statements herein.

*Equity Securities Available for Sale, Real Estate and Short-Term Investments*

See note 1 of notes to the consolidated financial statements herein for further information about these invested asset classes.

*Other Investments*

The Company also invests in private equity limited partnerships, hedge funds, and real estate partnerships. Also included in other investments are non-public common and preferred equities and derivatives. These asset classes have historically provided a higher return than fixed maturities but are subject to more volatility. At December 31, 2015 and 2014, the carrying value of the Company's other investments was \$3.45 billion and \$3.59 billion, respectively.

*Securities Lending*

The Company has engaged in securities lending activities from which it generates net investment income by lending certain of its investments to other institutions for short periods of time. At December 31, 2015 and 2014, the Company had \$269 million and \$296 million of securities on loan, respectively, as part of a tri-party lending agreement. The average monthly balance of securities on loan during 2015 and 2014 was \$268 million and \$228 million, respectively. Borrowers of these securities provide collateral equal to at least 102% of the market value of the loaned securities plus accrued

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interest. The Company has not incurred any investment losses in its securities lending program for the years ended December 31, 2015, 2014 and 2013.

*Lloyd's Trust Deposit*

The Company utilizes a Lloyd's trust deposit, whereby owned securities with a fair value of approximately \$140 million and \$151 million held by a wholly-owned subsidiary at December 31, 2015 and 2014, respectively, were pledged into a Lloyd's trust account to provide a portion of the capital needed to support the Company's obligations at Lloyd's.

*Net Unrealized Investment Gains*

The net unrealized investment gains that were included as a separate component of accumulated other comprehensive income were as follows:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Fixed maturities	\$ <b>1,780</b>	\$ 2,673	\$ 1,760
Equity securities	<b>177</b>	320	257
Other investments	<b>17</b>	15	13
Unrealized investment gains before tax	<b>1,974</b>	3,008	2,030
Tax expense	<b>685</b>	1,042	708
Net unrealized investment gains at end of year	<u><b>\$ 1,289</b></u>	<u>\$ 1,966</u>	<u>\$ 1,322</u>

Net unrealized investment gains at December 31, 2015 decreased from the prior year-end, primarily reflecting the impact of an increase in market interest rates in 2015. Net unrealized investment gains at December 31, 2014 increased over the prior year-end, primarily reflecting the impact of a decrease in market interest rates during 2014.

The following table summarizes, for all fixed maturities and equity securities reported at fair value for which fair value is less than 80% of amortized cost at December 31, 2015, the gross unrealized investment loss by length of time those securities have continuously been in an unrealized loss position of greater than 20% of amortized cost:

<u>(in millions)</u>	<u>Period For Which Fair Value Is Less Than 80% of Amortized Cost</u>				<u>Total</u>
	<u>3 Months or Less</u>	<u>Greater Than 3 Months, 6 Months or Less</u>	<u>Greater Than 6 Months, 12 Months or Less</u>	<u>Greater Than 12 Months</u>	
<b>Fixed maturities:</b>					
Mortgage-backed securities	\$ —	\$ —	\$ —	\$ —	\$ —
Other	<b>51</b>	<b>17</b>	<b>6</b>	<b>7</b>	<b>81</b>
Total fixed maturities	<b>51</b>	<b>17</b>	<b>6</b>	<b>7</b>	<b>81</b>
<b>Equity securities</b>	<b>3</b>	<b>1</b>	—	—	<b>4</b>
Total	<u><b>\$ 54</b></u>	<u><b>\$ 18</b></u>	<u><b>\$ 6</b></u>	<u><b>\$ 7</b></u>	<u><b>\$ 85</b></u>

These unrealized investment losses at December 31, 2015 represent less than 1% of the combined fixed maturity and equity security portfolios on a pretax basis and less than 1% of shareholders' equity on an after-tax basis.

For fixed maturity investments where fair value is less than the carrying value and the Company did not reach a decision to impair, the Company continues to have the intent and ability to hold such investments to a projected recovery in value, which may not be until maturity.

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At December 31, 2015 and 2014, below investment grade securities comprised 2.8% and 3.0%, respectively, of the Company's fixed maturity investment portfolio. Included in below investment grade securities at December 31, 2015 were securities in an unrealized loss position that, in the aggregate, had an amortized cost of \$937 million and a fair value of \$855 million, resulting in a net pretax unrealized investment loss of \$82 million. These securities in an unrealized loss position represented approximately 1.6% of the total amortized cost and 1.4% of the fair value of the fixed maturity portfolio at December 31, 2015 and accounted for 25.6% of the total gross pretax unrealized investment loss in the fixed maturity portfolio at December 31, 2015.

*Impairment Charges*

Impairment charges included in net realized investment gains in the consolidated statement of income were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Fixed maturities</b>			
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ —	\$ —	\$ —
Obligations of states, municipalities and political subdivisions	—	—	—
Debt securities issued by foreign governments	—	—	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	—	1	2
All other corporate bonds	13	15	3
Redeemable preferred stock	—	—	—
Total fixed maturities	<u>13</u>	<u>16</u>	<u>5</u>
<b>Equity securities</b>			
Public common stock	37	9	5
Total equity securities	<u>37</u>	<u>9</u>	<u>5</u>
<b>Other investments</b>			
Total	<u>\$ 52</u>	<u>\$ 26</u>	<u>\$ 15</u>

Following are the pretax realized losses on investments sold during the year ended December 31, 2015:

<u>(for the year ended December 31, 2015, in millions)</u>	<u>Loss</u>	<u>Fair Value</u>
Fixed maturities	\$ 14	\$ 1,157
Equity securities	10	36
Total	<u>\$ 24</u>	<u>\$ 1,193</u>

Purchases and sales of investments are based on cash requirements, the characteristics of the insurance liabilities and current market conditions. The Company identifies investments to be sold to achieve its primary investment goals of assuring the Company's ability to meet policyholder obligations as well as to optimize investment returns, given these obligations.

**CATASTROPHE MODELING**

The Company uses various analyses and methods, including proprietary and third-party computer modeling processes, to analyze catastrophic events and the risks associated with them. The Company uses these analyses and methods to make underwriting and reinsurance decisions designed to manage its exposure to catastrophic events. There are no industry-standard methodologies or assumptions for projecting catastrophe exposure. Accordingly, catastrophe estimates provided by different insurers may not be comparable.

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The Company actively monitors and evaluates changes in third-party models and, when necessary, calibrates the catastrophe risk model estimates delivered via its own proprietary modeling processes. The Company considers historical loss experience, recent events, underwriting practices, market share analyses, external scientific analysis and various other factors to account for non-modeled losses to refine its proprietary view of catastrophe risk. These proprietary models are continually updated as new information emerges.

The tables below set forth the probabilities that estimated losses, comprising claims and allocated claim adjustment expenses (but excluding unallocated claim adjustment expenses), from a single event occurring in a one-year timeframe will equal or exceed the indicated loss amounts (expressed in dollars and as a percentage of the Company's common equity), based on the current version of the proprietary and third-party computer models utilized by the Company at December 31, 2015. For example, on the basis described below the tables, the Company estimates that there is a one percent chance that the Company's loss from a single U.S. hurricane in a one-year timeframe would equal or exceed \$1.2 billion, or 5% of the Company's common equity at December 31, 2015.

<u>Likelihood of Exceedance(1)</u>	<u>Dollars (in billions)</u>	
	<u>Single U.S. Hurricane</u>	<u>Single U.S. and Canadian Earthquake</u>
2.0% (1-in-50)	\$ 1.0	\$ 0.5
1.0% (1-in-100)	\$ 1.2	\$ 0.6
0.4% (1-in-250)	\$ 1.8	\$ 0.9
0.1% (1-in-1,000)	\$ 3.4	\$ 1.5

<u>Likelihood of Exceedance</u>	<u>Percentage of Common Equity(2)</u>	
	<u>Single U.S. Hurricane</u>	<u>Single U.S. and Canadian Earthquake</u>
2.0% (1-in-50)	4%	2%
1.0% (1-in-100)	5%	3%
0.4% (1-in-250)	8%	4%
0.1% (1-in-1,000)	15%	7%

- (1) An event that has, for example, a 2% likelihood of exceedance is sometimes described as a "1-in-50 year event." As noted above, however, the probabilities in the table represent the likelihood of losses from a single event equaling or exceeding the indicated threshold loss amount in a one-year timeframe, not over a multi-year timeframe. Also, because the probabilities relate to a single event, the probabilities do not address the likelihood of more than one event occurring in a particular period, and, therefore, the amounts do not address potential aggregate catastrophe losses occurring in a one-year timeframe.
- (2) The percentage of common equity is calculated by dividing (a) indicated loss amounts in dollars by (b) total common equity excluding net unrealized investment gains and losses, net of taxes. Net unrealized investment gains and losses can be significantly impacted by both discretionary and other economic factors and are not necessarily indicative of operating trends. Accordingly, the Company's management uses the percentage of common equity calculated on this basis as a metric to evaluate the potential impact of a single hurricane or single earthquake on the Company's financial position for purposes of making underwriting and reinsurance decisions.

The threshold loss amounts in the tables above, which are based on the Company's in-force portfolio at December 31, 2015 and catastrophe reinsurance program at January 1, 2016, are net of reinsurance, after-tax and exclude unallocated claim adjustment expenses, which historically have been

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less than 10% of loss estimates. For further information regarding the Company's reinsurance, see "Item 1—Reinsurance." The amounts for hurricanes reflect U.S. exposures and include property exposures, property residual market exposures and an adjustment for certain non-property exposures. The hurricane loss amounts are based on the Company's catastrophe risk model estimates and include losses from the hurricane hazards of wind and storm surge. The amounts for earthquakes reflect U.S. and Canadian property and workers' compensation exposures. The Company does not believe that the inclusion of hurricane or earthquake losses arising from other geographical areas or other exposures would materially change the estimated threshold loss amounts.

Catastrophe modeling relies upon inputs based on experience, science, engineering and history. These inputs reflect a significant amount of judgment and are subject to changes which may result in volatility in the modeled output. Catastrophe modeling output may also fail to account for risks that are outside the range of normal probability or are otherwise unforeseeable. Catastrophe modeling assumptions include, among others, the portion of purchased reinsurance that is collectible after a catastrophic event, which may prove to be materially incorrect. Consequently, catastrophe modeling estimates are subject to significant uncertainty. In the tables above, the uncertainty associated with the estimated threshold loss amounts increases significantly as the likelihood of exceedance decreases. In other words, in the case of a relatively more remote event (e.g., 1-in-1,000), the estimated threshold loss amount is relatively less reliable. Actual losses from an event could materially exceed the indicated threshold loss amount. In addition, more than one such event could occur in any period.

Moreover, the Company is exposed to the risk of material losses from other than property and workers' compensation coverages arising out of hurricanes and earthquakes, and it is exposed to catastrophe losses from perils other than hurricanes and earthquakes, such as tornadoes and other windstorms, hail, wildfires, severe winter weather, floods, tsunamis, volcanic eruptions and other naturally-occurring events, such as solar flares, as well as acts of terrorism and cyber-risk.

For more information about the Company's exposure to catastrophe losses, see "Item 1A—Risk Factors—Catastrophe losses could materially and adversely affect our results of operations, our financial position and/or liquidity, and could adversely impact our ratings, our ability to raise capital and the availability and cost of reinsurance" and "Item 1A—Risk Factors—We may be adversely affected if our pricing and capital models provide materially different indications than actual results."

## **CHANGING CLIMATE CONDITIONS**

Severe weather events over the last several years have underscored the unpredictability of future climate trends and created uncertainty regarding insurers' exposures to financial loss as a result of catastrophes and other weather-related events. For example, over the last decade hurricane activity has impacted areas further inland than previously experienced, and demographic changes have resulted in larger populations in coastal areas which historically have been subject to severe storms, thus expanding the Company's potential for losses from hurricanes. Additionally, both the frequency and severity of tornado and hail storms in the United States have been more volatile during the last decade. Accordingly, the Company may be subject to increased losses from catastrophes and other weather-related events. Additionally, the Company's catastrophe models may be less reliable due to the increased unpredictability in frequency and severity of severe weather events or other emerging trends in climate conditions.

The Company discusses how potentially changing climate conditions may present other issues for its business under "Risk Factors" in Item 1A of this report and under "—Outlook" herein. For example, among other things:

- Increasingly unpredictable and severe weather conditions could result in increased frequency and severity of claims under policies issued by the Company. See "Risk Factors—Catastrophe losses could materially and adversely affect our results of operations, our financial position and/or

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liquidity, and could adversely impact our ratings, our ability to raise capital and the availability and cost of reinsurance" and "—Outlook—Underwriting Gain/Loss."

- Changing climate conditions could also impact the creditworthiness of issuers of securities in which the Company invests. For example, water supply adequacy could impact the creditworthiness of bond issuers in the Southwestern United States, and more frequent and/or severe hurricanes could impact the creditworthiness of issuers in the Southeastern United States, among other areas. See "Risk Factors—Our investment portfolio may suffer reduced returns or material realized or unrealized losses."
- Increased regulation adopted in response to potential changes in climate conditions may impact the Company and its customers. For example, state insurance regulation could impact the Company's ability to manage property exposures in areas vulnerable to significant climate driven losses. If the Company is unable to implement risk based pricing, modify policy terms or reduce exposures to the extent necessary to address rising losses related to catastrophes and smaller scale weather events (should those increased losses occur), its business may be adversely affected. See "Risk Factors—Catastrophe losses could materially and adversely affect our results of operations, our financial position and/or liquidity, and could adversely impact our ratings, our ability to raise capital and the availability and cost of reinsurance."
- The full range of potential liability exposures related to climate change continues to evolve. Through the Company's Emerging Issues Committee and its Committee on Climate, Energy and the Environment, the Company works with its business units and corporate groups, as appropriate, to identify and try to assess climate change-related liability issues, which are continually evolving and often hard to fully evaluate. See "Risk Factors—The effects of emerging claim and coverage issues on our business are uncertain."

Climate change regulation also could increase the Company's customers' costs of doing business. For example, insureds faced with carbon management regulatory requirements may have less available capital for investment in loss prevention and safety features which may, over time, increase loss exposures. Also, increased regulation may result in reduced economic activity, which would decrease the amount of insurable assets and businesses.

The Company regularly reviews emerging issues, such as changing climate conditions, to consider potential changes to its modeling and the use of such modeling, as well as to help determine the need for new underwriting strategies, coverage modifications or new products.

## REINSURANCE RECOVERABLES

The Company reinsures a portion of the risks it underwrites in order to control its exposure to losses. For additional discussion regarding the Company's reinsurance coverage, see "Part I—Item 1—Reinsurance."

The following table summarizes the composition of the Company's reinsurance recoverables:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
Gross reinsurance recoverables on paid and unpaid claims and claim adjustment expenses	\$ 3,848	\$ 4,270
Allowance for uncollectible reinsurance	(157)	(203)
<b>Net reinsurance recoverables</b>	<b>3,691</b>	<b>4,067</b>
Mandatory pools and associations	2,015	1,909
Structured settlements	3,204	3,284
<b>Total reinsurance recoverables</b>	<b>\$ 8,910</b>	<b>\$ 9,260</b>

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The \$376 million decline in net reinsurance recoverables from December 31, 2014 primarily reflected the impact of cash collections in 2015.

The following table presents the Company's top five reinsurer groups by reinsurance recoverable at December 31, 2015 (in millions). Also included is the A.M. Best rating of each reinsurer group at February 11, 2016:

<u>Reinsurer Group</u>	<u>Reinsurance Recoverable</u>	<u>A.M. Best Rating of Group's Predominant Reinsurer</u>	
Swiss Re Group	\$ 453	A+	second highest of 16 ratings
Munich Re Group	418	A+	second highest of 16 ratings
Sompo Japan Nipponkoa Group	232	A+	second highest of 16 ratings
Berkshire Hathaway	229	A++	highest of 16 ratings
XL Capital Group	196	A	third highest of 16 ratings

At December 31, 2015, the Company held \$1.10 billion of collateral in the form of letters of credit, funds and trust agreements held to fully or partially collateralize certain reinsurance recoverables.

For a discussion of a pending reinsurance dispute pertaining to a portion of the Company's reinsurance recoverable from the Munich Re Group in the foregoing table, see note 16 of notes to the consolidated financial statements herein.

Included in reinsurance recoverables are amounts related to structured settlements, which are annuities purchased from various life insurance companies to settle certain personal physical injury claims, of which workers' compensation claims comprise a significant portion. In cases where the Company did not receive a release from the claimant, the amount due from the life insurance company related to the structured settlement is included in the Company's consolidated balance sheet as a reinsurance recoverable and the related claim cost is included in the liability for claims and claim adjustment expense reserves, as the Company retains the contingent liability to the claimant. If it is expected that the life insurance company is not able to pay, the Company would recognize an impairment of the related reinsurance recoverable if, and to the extent, the purchased annuities are not covered by state guaranty associations. In the event that the life insurance company fails to make the required annuity payments, the Company would be required to make such payments. The following table presents the Company's top five groups by structured settlements at December 31, 2015 (in millions). Also included is the A.M. Best rating of the Company's predominant insurer from each insurer group at February 11, 2016:

<u>Group</u>	<u>Structured Settlements</u>	<u>A.M. Best Rating of Group's Predominant Insurer</u>	
Fidelity & Guaranty Life Group(1)	\$ 910	B++	fifth highest of 16 ratings
MetLife Group(2)	408	A+	second highest of 16 ratings
Genworth Financial Group	400	B++	fifth highest of 16 ratings
John Hancock Group	321	A+	second highest of 16 ratings
Symetra Financial Corporation(3)	226	A	third highest of 16 ratings

- (1) Fidelity & Guaranty Life (FGL) has entered into a definitive merger agreement with Anbang Insurance Group Co., Ltd. whereby Anbang will acquire all of the outstanding shares of FGL. The transaction is expected to close in the second quarter of 2016. A.M. Best's ratings of FGL were placed under review with developing implications following the announcement of the merger agreement. The Company does not have any structured settlements with Anbang.
- (2) MetLife Inc. has announced a plan to pursue the separation of a substantial portion of its U.S. Retail segment. MetLife is currently evaluating structural alternatives for such a separation, including a public offering of shares in an independent, publicly-traded company, a spin-off, or a

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sale. A.M. Best's ratings of MetLife Inc. and its subsidiaries were placed under review with developing implications following the announcement of this plan.

- (3) Symetra Financial Corporation became a wholly-owned subsidiary of Sumitomo Life Insurance Company on February 1, 2016 upon the closing of a previously announced merger agreement. A.M. Best's ratings of Symetra were unchanged following the completion of the merger. The Company does not have any structured settlements with Sumitomo Life.

The Company considers the ratings and related outlook assigned to reinsurance companies and life insurance companies by various independent ratings agencies in assessing the adequacy of its allowance for uncollectible amounts.

## OUTLOOK

The following discussion provides outlook information for certain key drivers of the Company's results of operations and capital position.

*Premiums.* The Company's earned premiums are a function of net written premium volume. Net written premiums comprise both renewal business and new business and are recognized as earned premium over the life of the underlying policies. When business renews, the amount of net written premiums associated with that business may increase or decrease (renewal premium change) as a result of increases or decreases in rate and/or insured exposures, which the Company considers as a measure of units of exposure (such as the number and value of vehicles or properties insured). Net written premiums from both renewal and new business, and therefore earned premiums, are impacted by competitive market conditions as well as general economic conditions, which, particularly in the case of the Business and International Insurance segment, affect audit premium adjustments, policy endorsements and mid-term cancellations. Property and casualty insurance market conditions are expected to remain competitive. Net written premiums may also be impacted by the structure of reinsurance programs and related costs, as well as changes in foreign currency exchange rates.

Overall, the Company expects retention levels (the amount of expiring premium that renews, before the impact of renewal premium changes) will remain strong by historical standards. In the Business and International Insurance segment, the Company expects that domestic renewal premium changes during 2016 will remain positive but will be slightly lower than the levels attained in 2015. Given the relatively smaller amount of premium that the Company generates from outside the United States and the transactional nature of some of those markets, particularly Lloyd's, international renewal premium changes during 2016 could be somewhat higher, broadly consistent with or somewhat lower than the levels attained in 2015. In the Bond & Specialty Insurance segment, the Company expects that renewal premium changes with respect to management liability business during 2016 will remain positive, but will be slightly lower than the levels attained in 2015. With respect to surety business, within the Bond & Specialty Insurance segment, the Company expects that net written premium volume during 2016 will be slightly higher than the levels attained in 2015. In the Personal Insurance segment, the Company expects that Agency Auto renewal premium changes during 2016 will remain positive and will be slightly higher than the levels attained in 2015, and Agency Homeowners and Other renewal premium changes during 2016 will remain positive, but will be lower than the levels attained in 2015. The need for state regulatory approval for changes to personal property and casualty insurance prices, as well as competitive market conditions, may impact the timing and extent of renewal premium changes.

Property and casualty insurance market conditions are expected to remain competitive in 2016 for new business, not only in Business and International Insurance and Bond & Specialty Insurance, but especially in Personal Insurance, where price comparison technology used by agents and brokers, sometimes referred to as "comparative raters," has facilitated the process of generating multiple quotes, thereby increasing price comparison on new business and, increasingly, on renewal business. The Company expects that its Quantum Auto 2.0 product in the Personal Insurance segment's Agency

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Automobile line of business will continue to increase new business premiums during 2016 compared with the levels attained in 2015, although at a lower rate of increase than in recent periods. The Company also expects that, as a result of strong business retentions and increases in new business, policies in force in the Personal Insurance segment's Agency Automobile line of business will continue to increase during 2016 compared with the number of policies in force at December 31, 2015. Policies in force in the Personal Insurance segment's Homeowners and Other line of business are also expected to increase in 2016 compared with the number of policies in force at December 31, 2015. In each of the Company's business segments, new business generally has less of an impact on underwriting profitability than renewal business, given the volume of new business relative to renewal business. However, in periods of meaningful increases in new business, despite its positive impact on underwriting gains over time, the impact of a higher mix of new business versus renewal business may negatively impact the combined ratio in the short-term.

General uncertainty regarding a variety of domestic and international matters, such as the U.S. Federal budget and taxes, implementation of the Affordable Care Act, the regulatory environment, geopolitical instability, slow growth and economic uncertainty in the United States and in various parts of the world, rapid changes in commodity prices, such as in oil, and fluctuations in interest rates and foreign currency exchange rates has added to the uncertainty regarding economic conditions generally. If economic conditions deteriorate, the resulting low levels of economic activity could impact exposure changes at renewal and the Company's ability to write business at acceptable rates. Additionally, low levels of economic activity could adversely impact audit premium adjustments, policy endorsements and mid-term cancellations after policies are written. All of the foregoing, in turn, could adversely impact net written premiums in 2016, and because earned premiums are a function of net written premiums, earned premiums could be adversely impacted on a lagging basis.

*Underwriting Gain/Loss.* The Company's underwriting gain/loss can be significantly impacted by catastrophe losses and net favorable or unfavorable prior year reserve development, as well as underlying underwriting margins.

Catastrophe and other weather-related losses are inherently unpredictable from period to period. The Company experienced significant catastrophe and other weather-related losses in a number of periods during the past decade, which adversely impacted its results of operations. The Company's results of operations could be adversely impacted if significant catastrophe and other weather-related losses were to occur.

For the last several years, the Company's results have included significant amounts of net favorable prior year reserve development driven by better than expected loss experience in all of the Company's segments. However, given the inherent uncertainty in estimating claims and claim adjustment expense reserves, loss experience could develop such that the Company recognizes higher or lower levels of favorable prior year reserve development, no favorable prior year reserve development or unfavorable prior year reserve development in future periods. In addition, the ongoing review of prior year claims and claim adjustment expense reserves, or other changes in current period circumstances, may result in the Company revising current year loss estimates upward or downward in future periods of the current year.

It is possible that the steps taken by the federal government in recent years, particularly by the Federal Reserve, to stabilize financial markets and improve economic conditions could lead to higher inflation than the Company had anticipated, which could in turn lead to an increase in the Company's loss costs and the need to strengthen claims and claim adjustment expense reserves. These impacts of inflation on loss costs and claims and claim adjustment expense reserves could be more pronounced for those lines of business that are considered "long tail", such as general liability, as they require a relatively long period of time to finalize and settle claims for a given accident year. For a further discussion, see "Part I—Item 1A—Risk Factors—If actual claims exceed our claims and claim

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adjustment expense reserves, or if changes in the estimated level of claims and claim adjustment expense reserves are necessary, our financial results could be materially and adversely affected" herein.

In Business and International Insurance, the Company expects underlying underwriting margins in 2016 will be broadly consistent with those in 2015, reflecting lower (and more normalized) levels of what the Company defines as large losses and non-catastrophe weather-related losses.

In Bond & Specialty Insurance, the Company expects underlying underwriting margins in 2016 will be broadly consistent with those in 2015.

In Personal Insurance, the Company expects underlying underwriting margins in 2016 will be lower than in 2015. In Agency Automobile, the Company expects underlying underwriting margins in 2016 will be slightly lower than in 2015, reflecting a higher mix of new business versus renewal business. In Agency Homeowners and Other, the Company expects underlying underwriting margins in 2016 will be lower than in 2015, reflecting higher (and more normalized) levels of loss activity. Also in Personal Insurance, the Company's direct to consumer initiative, the distribution channel that the Company launched in 2009, while intended to enhance the Company's long-term ability to compete successfully in a consumer-driven marketplace, is expected to remain modest with respect to premium volume and remain unprofitable for a number of years as this book of business grows and matures.

Consolidation within the insurance industry, including among insurance companies, reinsurance companies and brokers and independent insurance agencies, could alter the competitive environment in which the Company operates, positively or negatively, which may impact the Company's premium volume, the rate it can charge for its products, and the terms on which its products are offered.

*Investment Portfolio.* The Company expects to continue to focus its investment strategy on maintaining a high-quality investment portfolio and a relatively short average effective duration. The average effective duration of fixed maturities and short-term securities was 3.9 (4.2 excluding short-term securities) at December 31, 2015. From time to time, the Company enters into short positions in U.S. Treasury futures contracts to manage the duration of its fixed maturity portfolio. At December 31, 2015, the Company had \$400 million notional value of open U.S. Treasury futures contracts. The Company continually evaluates its investment alternatives and mix. Currently, the majority of the Company's investments are comprised of a widely diversified portfolio of high-quality, liquid, taxable U.S. government, tax-exempt U.S. municipal and taxable corporate and U.S. agency mortgage-backed bonds.

The Company also invests much smaller amounts in equity securities, real estate, private equity limited partnerships, hedge funds, and real estate partnerships and joint ventures. These investment classes have the potential for higher returns but also the potential for higher degrees of risk, including less stable rates of return and less liquidity.

Net investment income is a material contributor to the Company's results of operations. Interest rates remain at very low levels by historical standards. Based on the current interest rate environment, the Company estimates that the impacts of lower reinvestment yields and a lower level of fixed maturity investments could, in 2016, result in approximately \$25 million to \$30 million of lower after-tax net investment income from that portfolio on a quarterly basis as compared to the corresponding periods of 2015. Net investment income from the non-fixed maturity investment portfolio in 2015 was lower than in 2014. Particularly given the recent levels of market volatility, there is more than the usual uncertainty as to the impact of future market conditions on net investment income from the non-fixed maturity investment portfolio in 2016. If general economic conditions and/or investment market conditions deteriorate during 2016, the Company could experience a further reduction in net investment income and/or significant realized investment losses, including impairments.

The Company had a net pretax unrealized investment gain of \$1.78 billion (\$1.16 billion after-tax) in its fixed maturity investment portfolio at December 31, 2015. While the Company does not attempt to predict future interest rate movements, a rising interest rate environment would reduce the market

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value of fixed maturity investments and, therefore, reduce shareholders' equity, and a declining interest rate environment would have the opposite effects.

For further discussion of the Company's investment portfolio, see "Investment Portfolio" herein. For a discussion of the risks to the Company's business during or following a financial market disruption and risks to the Company's investment portfolio, see the risk factors entitled "During or following a period of financial market disruption or economic downturn, our business could be materially and adversely affected" and "Our investment portfolio may suffer reduced returns or material realized or unrealized losses" included in "Part I—Item 1A—Risk Factors" herein. For a discussion of the risks to the Company's investments from foreign currency exchange rate fluctuations, see the risk factor entitled "We are subject to a number of risks associated with our business outside the United States" included in "Part I—Item 1A—Risk Factors" herein and see "Part II—Item 7A—Quantitative and Qualitative Disclosure About Market Risk—Foreign Currency Exchange Rate Risk" herein.

*Capital Position.* The Company believes it has a strong capital position and, as part of its ongoing efforts to create shareholder value, expects to continue to return capital not needed to support its business operations to its shareholders. The Company expects that, generally over time, the combination of dividends to common shareholders and common share repurchases will likely not exceed operating income. In addition, the timing and actual number of shares to be repurchased in the future will depend on a variety of additional factors, including the Company's financial position, earnings, share price, catastrophe losses, maintaining capital levels commensurate with the Company's desired ratings from independent rating agencies, funding of the Company's qualified pension plan, capital requirements of the Company's operating subsidiaries, legal requirements, regulatory constraints, other investment opportunities (including mergers and acquisitions and related financings), market conditions and other factors. For information regarding the Company's common share repurchases in 2015, see "Liquidity and Capital Resources" herein. As a result of the Company's business outside of the United States, primarily in Canada, the United Kingdom (including Lloyd's), the Republic of Ireland and Brazil, the Company's capital is also subject to the effects of changes in foreign currency exchange rates. For example, strengthening of the U.S. dollar in comparison to other currencies could result in a reduction of shareholders' equity. For additional discussion of the Company's foreign exchange market risk exposure, see "Part II—Item 7A—Quantitative and Qualitative Disclosure About Market Risk" herein.

Many of the statements in this "Outlook" section are forward-looking statements, which are subject to risks and uncertainties that are often difficult to predict and beyond the Company's control. Actual results could differ materially from those expressed or implied by such forward-looking statements. Further, such forward-looking statements speak only as of the date of this report and the Company undertakes no obligation to update them. See "—Forward-Looking Statements." For a discussion of potential risks and uncertainties that could impact the Company's results of operations or financial position, see "Item 1A—Risk Factors" and "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates" herein.

## LIQUIDITY AND CAPITAL RESOURCES

Liquidity is a measure of a company's ability to generate sufficient cash flows to meet the cash requirements of its business operations and to satisfy general corporate purposes when needed.

*Operating Company Liquidity.* The liquidity requirements of the Company's insurance subsidiaries are met primarily by funds generated from premiums, fees, income received on investments and investment maturities. Cash provided from these sources is used primarily for claims and claim adjustment expense payments and operating expenses. The insurance subsidiaries' liquidity requirements can be impacted by, among other factors, the timing and amount of catastrophe claims, which are inherently unpredictable, as well as the timing and amount of reinsurance recoveries, which may be affected by reinsurer solvency and reinsurance coverage disputes. Additionally, the variability of asbestos-related claim payments, as well as the volatility of potential judgments and settlements arising out of litigation, may also result in increased liquidity requirements. It is the opinion of the Company's management that the insurance subsidiaries' future liquidity needs will be adequately met from all of the sources described above. Subject to restrictions imposed by states in which the Company's insurance subsidiaries are domiciled, the Company's principal insurance subsidiaries pay dividends to their respective parent companies, which in turn pay dividends to the corporate holding (parent) company (TRV). For further information regarding restrictions on dividends paid by the Company's insurance subsidiaries, see "Part I—Item 1—Regulation" herein.

*Holding Company Liquidity.* TRV's liquidity requirements primarily include shareholder dividends, debt servicing, common share repurchases and, from time to time, contributions to its qualified domestic pension plan. At December 31, 2015, TRV held total cash and short-term invested assets in the United States aggregating \$1.63 billion and having a weighted average maturity of 66 days. It is the opinion of the Company's management that these assets, which are in excess of TRV's target level, comprising TRV's estimated annual pretax interest expense and common shareholders dividends, and currently totals approximately \$1.1 billion, are sufficient to meet TRV's current liquidity requirements.

TRV is not dependent on dividends or other forms of repatriation from its foreign operations to support its liquidity needs. U.S. income taxes have not been recognized on \$383 million of the Company's foreign operations' undistributed earnings as of December 31, 2015, as such earnings are intended to be permanently reinvested in those operations. Furthermore, taxes paid to foreign governments on these earnings may be used as credits against the U.S. tax on dividend distributions if such earnings were to be distributed to the holding company. The amount of undistributed earnings from foreign operations and related taxes on those undistributed earnings were not material to the Company's financial position or liquidity at December 31, 2015.

TRV has a shelf registration statement filed with the Securities and Exchange Commission which permits it to issue securities from time to time. TRV also has a \$1.0 billion line of credit facility with a syndicate of financial institutions that expires in June 2018. This line of credit also supports TRV's \$800 million commercial paper program, of which \$100 million was outstanding at December 31, 2015. TRV is not reliant on its commercial paper program to meet its operating cash flow needs.

The Company utilized uncollateralized letters of credit issued by major banks with an aggregate limit of approximately \$197 million, to provide a portion of the capital needed to support its obligations at Lloyd's at December 31, 2015. If uncollateralized letters of credit are not available at a reasonable price or at all in the future, the Company can collateralize these letters of credit or may have to seek alternative means of supporting its obligations at Lloyd's, which could include utilizing holding company funds on hand.

On June 20, 2016, the Company's \$400 million, 6.25% senior notes will mature. The Company may refinance this maturing debt through funds generated internally or, depending on market conditions, through funds generated externally.

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**Operating Activities**

Net cash flows provided by operating activities were \$3.43 billion, \$3.69 billion and \$3.82 billion in 2015, 2014 and 2013, respectively. Cash flows in 2015 reflected a higher level of losses and loss adjustment expenses paid as a result of the Company's \$579 million payment related to the settlement of the Asbestos Direct Action Litigation as described in more detail in note 16 of notes to the consolidated financial statements herein and a lower level of net investment income, partially offset by a higher level of collected premiums and a lower contribution to the Company's qualified domestic pension plan. Cash flows in 2014 primarily reflected higher levels of payments for claims and claim adjustment expenses, general and administrative expenses and commission expenses, as well as higher income tax payments, partially offset by higher levels of collected premiums. These increases included the impact of the Company's acquisition of Dominion. Cash flows in 2013 primarily reflected a decrease in losses paid related to catastrophes and a higher level of collected premiums, partially offset by an increase in income tax payments. In 2015 and 2014, the Company voluntarily made contributions totaling \$100 million and \$200 million, respectively, to its qualified domestic pension plan. In 2013, the Company made no contributions to its qualified domestic pension plan. The qualified domestic pension plan was 96% funded at both December 31, 2015 and 2014.

**Investing Activities**

Net cash provided by investing activities was \$317 million in 2015, compared with net cash flows provided by investing activities of \$206 million in 2014 and net cash flows used in investing activities of \$910 million in 2013. The 2013 total included \$997 million related to the Company's acquisition of Dominion (net of cash acquired). The Company's consolidated total investments at December 31, 2015 decreased by \$2.79 billion, or 4% from year-end 2014, primarily reflecting a decrease in the unrealized appreciation of investments, common share repurchases, the impact of changes in foreign currency exchange rates and dividends paid to shareholders, partially offset by net cash flows provided by operating activities. The Company's consolidated total investments at December 31, 2014 increased by \$101 million, or less than 1% over year-end 2013, primarily reflecting the impact of net cash flows provided by operating activities and an increase in net unrealized appreciation of investments, largely offset by common share repurchases and dividends paid to shareholders.

The Company's investment portfolio is managed to support its insurance operations; accordingly, the portfolio is positioned to meet obligations to policyholders. As such, the primary goals of the Company's asset-liability management process are to satisfy the insurance liabilities and maintain sufficient liquidity to cover fluctuations in projected liability cash flows. Generally, the expected principal and interest payments produced by the Company's fixed maturity portfolio adequately fund the estimated runoff of the Company's insurance reserves. Although this is not an exact cash flow match in each period, the substantial amount by which the market value of the fixed maturity portfolio exceeds the value of the net insurance liabilities, as well as the positive cash flow from newly sold policies and the large amount of high quality liquid bonds, contributes to the Company's ability to fund claim payments without having to sell illiquid assets or access credit facilities.

**Financing Activities**

Net cash flows used in financing activities were \$3.73 billion, \$3.81 billion and \$2.94 billion in 2015, 2014 and 2013, respectively. The totals in each year primarily reflected common share repurchases and dividends to shareholders, partially offset by the proceeds from employee stock option exercises. The total in 2015 also included the issuance of 4.30% senior notes for net proceeds of \$392 million and the payment of the Company's \$400 million, 5.50% senior notes at maturity. The total in 2013 also included the issuance of 4.60% senior notes for net proceeds of \$494 million and the payment of the Company's \$500 million, 5.00% senior notes at maturity. Common share repurchases in 2015, 2014 and 2013 were \$3.22 billion, \$3.33 billion and \$2.46 billion, respectively.

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*Debt Transactions.*

*2015.* On August 25, 2015, the Company issued \$400 million aggregate principal amount of 4.30% senior notes that will mature on August 25, 2045. The net proceeds of the issuance, after original issuance discount and the deduction of underwriting expenses and commissions and other expenses, totaled approximately \$392 million. Interest on the senior notes is payable semi-annually in arrears on February 25 and August 25, commencing on February 25, 2016. Prior to February 25, 2045, the senior notes may be redeemed, in whole or in part, at the Company's option, at any time or from time to time, at a redemption price equal to the greater of (a) 100% of the principal amount of any senior notes to be redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest on any senior notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current rate of a treasury security having a maturity comparable to the remaining term of these senior notes, plus 25 basis points. On or after February 25, 2045, the senior notes may be redeemed, in whole or in part, at the Company's option, at any time or from time to time, at a redemption price equal to 100% of the principal amount of any senior notes to be redeemed.

On December 1, 2015, the Company's \$400 million, 5.50% senior notes matured and were fully paid.

*2013.* On July 25, 2013, the Company issued \$500 million aggregate principal amount of 4.60% senior notes that will mature on August 1, 2043. The net proceeds of the issuance, after original issuance discount and the deduction of underwriting expenses and commissions and other expenses, totaled approximately \$494 million. Interest on the senior notes is payable semi-annually in arrears on February 1 and August 1. The senior notes are redeemable in whole at any time or in part from time to time, at the Company's option, at a redemption price equal to the greater of (a) 100% of the principal amount of senior notes to be redeemed or (b) the sum of the present value of the remaining scheduled payments of principal and interest on the senior notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current treasury rate (as defined) plus 15 basis points.

On March 15, 2013, the Company's \$500 million, 5.00% senior notes matured and were fully paid.

*Dividends.* Dividends paid to shareholders were \$739 million, \$729 million and \$729 million in 2015, 2014 and 2013, respectively. The declaration and payment of future dividends to holders of the Company's common stock will be at the discretion of the Company's board of directors and will depend upon many factors, including the Company's financial position, earnings, capital requirements of the Company's operating subsidiaries, legal requirements, regulatory constraints and other factors as the board of directors deems relevant. Dividends will be paid by the Company only if declared by its board of directors out of funds legally available, subject to any other restrictions that may be applicable to the Company. On January 21, 2016, the Company announced that its board of directors declared a regular quarterly dividend of \$0.61 per share, payable March 31, 2016, to shareholders of record on March 10, 2016.

*Share Repurchases.* The Company's board of directors has approved common share repurchase authorizations under which repurchases may be made from time to time in the open market, pursuant to pre-set trading plans meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, in private transactions or otherwise. The authorizations do not have a stated expiration date. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, share price, catastrophe losses, maintaining capital levels commensurate with the Company's desired ratings from independent rating agencies, funding of

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the Company's qualified pension plan, capital requirements of the Company's operating subsidiaries, legal requirements, regulatory constraints, other investment opportunities (including mergers and acquisitions and related financings), market conditions and other factors. In April 2015, the board of directors approved a share repurchase authorization that added an additional \$5.0 billion of repurchase capacity. The following table summarizes repurchase activity in 2015 and remaining repurchase capacity at December 31, 2015.

<u>Quarterly Period Ending (in millions, except per share amounts)</u>	<u>Number of shares purchased</u>	<u>Cost of shares repurchased</u>	<u>Average price paid per share</u>	<u>Remaining capacity under share repurchase authorization</u>
March 31, 2015	5.6	\$ 600	\$ 106.97	\$ 884
June 30, 2015	7.9	800	101.62	5,084
September 30, 2015	7.3	750	102.81	4,334
December 31, 2015	8.8	1,000	113.47	3,334
Total	<u>29.6</u>	<u>\$ 3,150</u>	106.46	3,334

From the inception of the first authorization on May 2, 2006 through December 31, 2015, the Company has repurchased a cumulative total of 455.5 million shares for a total cost of \$27.67 billion, or an average of \$60.74 per share.

In 2015, 2014 and 2013, the Company acquired 0.7 million, 0.7 million and 0.8 million shares, respectively, of common stock from employees as treasury stock primarily to cover payroll withholding taxes related to the vesting of restricted stock awards and exercises of stock options.

### Capital Resources

Capital resources reflect the overall financial strength of the Company and its ability to borrow funds at competitive rates and raise new capital to meet its needs. The following table summarizes the components of the Company's capital structure at December 31, 2015 and 2014.

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
Debt:		
Short-term	\$ 500	\$ 500
Long-term	5,861	5,861
Net unamortized fair value adjustments and debt issuance costs	(17)	(12)
Total debt	<u>6,344</u>	<u>6,349</u>
Shareholders' equity:		
Common stock and retained earnings, less treasury stock	23,755	23,956
Accumulated other comprehensive income (loss)	(157)	880
Total shareholders' equity	<u>23,598</u>	<u>24,836</u>
Total capitalization	<u>\$ 29,942</u>	<u>\$ 31,185</u>

Total capitalization at December 31, 2015 was \$29.94 billion, \$1.24 billion lower than at December 31, 2014, primarily reflecting the impact of a decrease in net unrealized appreciation of investments, common share repurchases totaling \$3.15 billion under the Company's share repurchase authorization, an increase in net unrealized foreign exchange translation losses and shareholder dividends of \$744 million, partially offset by net income of \$3.44 billion.

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The following table provides a reconciliation of total capitalization excluding net unrealized gains on investments to total capitalization presented in the foregoing table.

<u>(at December 31, dollars in millions)</u>	<u>2015</u>	<u>2014</u>
Total capitalization excluding net unrealized gains on investments	<u>\$ 28,653</u>	<u>\$ 29,219</u>
Net unrealized gain on investments, net of taxes	<u>1,289</u>	<u>1,966</u>
Total capitalization	<u>\$ 29,942</u>	<u>\$ 31,185</u>
Debt-to-total capital ratio	<u>21.2%</u>	<u>20.4%</u>
Debt-to-total capital ratio excluding net unrealized gains on investments	<u>22.1%</u>	<u>21.7%</u>

The debt-to-total capital ratio excluding net unrealized gain on investments is calculated by dividing (a) debt by (b) total capitalization excluding net unrealized gains and losses on investments, net of taxes. Net unrealized gains and losses on investments can be significantly impacted by both interest rate movements and other economic factors. Accordingly, in the opinion of the Company's management, the debt-to-total capital ratio calculated on this basis provides another useful metric for investors to understand the Company's financial leverage position. The Company's ratio of debt-to-total capital (excluding after-tax net unrealized investment gains) of 22.1% at December 31, 2015 was within the Company's target range of 15% to 25%.

*Credit Agreement.* The Company is a party to a five-year, \$1.0 billion revolving credit agreement with a syndicate of financial institutions that expires in June 2018. Terms of the credit agreement are discussed in more detail in note 8 of notes to the consolidated financial statements herein.

*Shelf Registration.* The Company has filed with the Securities and Exchange Commission a universal shelf registration statement for the potential offering and sale of securities. The Company may offer these securities from time to time at prices and on other terms to be determined at the time of offering.

*Share Repurchase Authorization.* At December 31, 2015, the Company had \$3.33 billion of capacity remaining under its share repurchase authorization approved by the board of directors.

### **Contractual Obligations**

The following table summarizes, as of December 31, 2015, the Company's future payments under contractual obligations and estimated claims and claim-related payments. The table excludes short-term obligations and includes only liabilities at December 31, 2015 that are expected to be settled in cash.

The table below includes the amount and estimated future timing of claims and claim-related payments. The amounts do not represent the exact liability, but instead represent estimates, generally utilizing actuarial projections techniques, at a given accounting date. These estimates include expectations of what the ultimate settlement and administration of claims will cost based on the Company's assessment of facts and circumstances known, review of historical settlement patterns, estimates of trends in claims severity, frequency, legal theories of liability and other factors. Variables in the reserve estimation process can be affected by both internal and external events, such as changes in claims handling procedures, economic inflation or deflation, legal trends and legislative changes. Many of these items are not directly quantifiable, particularly on a prospective basis. Additionally, there may be significant reporting lags between the occurrence of the policyholder event and the time it is actually reported to the insurer. The future cash flows related to the items contained in the table below required estimation of both amount (including severity considerations) and timing. Amount and timing are frequently estimated separately. An estimation of both amount and timing of future cash flows related to claims and claim-related payments has unavoidable estimation uncertainty.

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The contractual obligations at December 31, 2015 were as follows:

<u>Payments Due by Period</u> (in millions)	<u>Total</u>	<u>Less than</u> <u>1 Year</u>	<u>1 - 3 Years</u>	<u>3 - 5 Years</u>	<u>After</u> <u>5 Years</u>
<b>Debt</b>					
Senior notes	\$ 5,900	\$ 400	\$ 950	\$ 1,000	\$ 3,550
Junior subordinated debentures	361	—	—	—	361
<b>Total debt principal</b>	<b>6,261</b>	<b>400</b>	<b>950</b>	<b>1,000</b>	<b>3,911</b>
<b>Interest</b>	<b>5,365</b>	<b>348</b>	<b>625</b>	<b>510</b>	<b>3,882</b>
<b>Total long-term debt obligations(1)</b>	<b>11,626</b>	<b>748</b>	<b>1,575</b>	<b>1,510</b>	<b>7,793</b>
<b>Operating leases(2)</b>	<b>654</b>	<b>159</b>	<b>241</b>	<b>140</b>	<b>114</b>
<b>Purchase obligations</b>					
Information systems administration and maintenance commitments(3)	103	54	36	12	1
Other purchase commitments(4)	144	45	52	26	21
<b>Total purchase obligations</b>	<b>247</b>	<b>99</b>	<b>88</b>	<b>38</b>	<b>22</b>
<b>Long-term unfunded investment commitments(5)</b>	<b>1,711</b>	<b>383</b>	<b>512</b>	<b>554</b>	<b>262</b>
<b>Estimated claims and claim-related payments</b>					
Claims and claim adjustment expenses(6)	46,157	9,540	10,251	5,539	20,827
Claims from large deductible policies(7)	—	—	—	—	—
Loss-based assessments(8)	168	37	50	18	63
Reinsurance contracts accounted for as deposits(9)	2	—	2	—	—
Payout from ceded funds withheld(10)	119	4	10	9	96
<b>Total estimated claims and claim-related payments</b>	<b>46,446</b>	<b>9,581</b>	<b>10,313</b>	<b>5,566</b>	<b>20,986</b>
<b>Liabilities related to unrecognized tax benefits(11)</b>	<b>296</b>	<b>—</b>	<b>296</b>	<b>—</b>	<b>—</b>
<b>Total</b>	<b>\$ 60,980</b>	<b>\$ 10,970</b>	<b>\$ 13,025</b>	<b>\$ 7,808</b>	<b>\$ 29,177</b>

- (1) The Company's \$107 million remaining aggregate principal amount of 6.25% fixed-to-floating rate debentures bear interest at an annual rate of 6.25% from the date of issuance to, but excluding, March 15, 2017 and at a rate of three-month LIBOR plus 2.215% thereafter. The table above includes interest payments through the scheduled maturity date of March 15, 2037. Interest payments beginning March 15, 2017 through March 15, 2037 were calculated using the three-month LIBOR rate as of December 31, 2015.

See note 8 of notes to the consolidated financial statements herein for a further discussion of outstanding indebtedness. Because the amounts reported in the foregoing table include principal and interest, the total long-term debt obligations will not agree with the amounts reported in note 8.

- (2) Represents agreements entered into in the ordinary course of business to lease office space, equipment and furniture. Future sublease rental income aggregating approximately \$6 million will partially offset these commitments.
- (3) Includes agreements with vendors to purchase system software administration and maintenance services.

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- (4) Includes commitments to vendors entered into in the ordinary course of business for goods and services including property, plant and equipment, office supplies, archival services, etc.
- (5) Represents estimated timing for fulfilling unfunded commitments for private equity limited partnerships and real estate partnerships.
- (6) The amounts in "Claims and claim adjustment expenses" in the table above represent the estimated timing of future payments for both reported and unreported claims incurred and related claim adjustment expenses, gross of reinsurance recoverables, excluding structured settlements expected to be paid by annuity companies.

The Company has entered into reinsurance agreements to manage its exposure to losses and protect its capital as described in note 5 of notes to the consolidated financial statements herein.

In order to qualify for reinsurance accounting, a reinsurance agreement must indemnify the insurer from insurance risk, i.e., the agreement must transfer amount and timing risk. Since the timing and amount of cash inflows from such reinsurance agreements are directly related to the underlying payment of claims and claim adjustment expenses by the insurer, reinsurance recoverables are recognized in a manner consistent with the liabilities (the estimated liability for claims and claim adjustment expenses) relating to the underlying reinsured contracts. The presence of any feature that can delay timely reimbursement of claims by a reinsurer results in the reinsurance contract being accounted for as a deposit rather than reinsurance. The assumptions used in estimating the amount and timing of the reinsurance recoverables are consistent with those used in estimating the amount and timing of the related liabilities.

The estimated future cash inflows from the Company's reinsurance contracts that qualify for reinsurance accounting are as follows:

<u>(in millions)</u>	<u>Total</u>	<u>Less than 1 Year</u>	<u>1 - 3 Years</u>	<u>3 - 5 Years</u>	<u>After 5 Years</u>
<b>Reinsurance recoverables</b>	<b>\$ 5,354</b>	<b>\$ 739</b>	<b>\$ 878</b>	<b>\$ 563</b>	<b>\$ 3,174</b>

The Company manages its business and evaluates its liabilities for claims and claim adjustment expenses on a net of reinsurance basis. The estimated cash flows on a net of reinsurance basis are as follows:

<u>(in millions)</u>	<u>Total</u>	<u>Less than 1 Year</u>	<u>1 - 3 Years</u>	<u>3 - 5 Years</u>	<u>After 5 Years</u>
<b>Claims and claim adjustment expenses, net</b>	<b>\$ 40,803</b>	<b>\$ 8,801</b>	<b>\$ 9,373</b>	<b>\$ 4,976</b>	<b>\$ 17,653</b>

For business underwritten by non-U.S. operations, future cash flows related to reported and unreported claims incurred and related claim adjustment expenses were translated at the spot rate on December 31, 2015.

The amounts reported in the table above and in the table of reinsurance recoverables above are presented on a nominal basis and have not been adjusted to reflect the time value of money. Accordingly, the amounts above will differ from the Company's balance sheet to the extent that the liability for claims and claim adjustment expenses and the related reinsurance recoverables have been discounted in the balance sheet. See note 1 of notes to the consolidated financial statements herein.

- (7) Workers' compensation large deductible policies provide third party coverage in which the Company typically is responsible for paying the entire loss under such policies and then seeks reimbursement from the insured for the deductible amount. "Claims from large deductible policies" represent the estimated future payment for claims and claim related expenses below the deductible amount, net of the estimated recovery of the deductible. The liability and the related

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deductible receivable for unpaid claims are presented in the consolidated balance sheet as "contractholder payables" and "contractholder receivables," respectively. Most deductibles for such policies are paid directly from the policyholder's escrow which is periodically replenished by the policyholder. The payment of the loss amounts above the deductible are reported within "Claims and claim adjustment expenses" in the above table. Because the timing of the collection of the deductible (contractholder receivables) occurs shortly after the payment of the deductible to a claimant (contractholder payables), these cash flows offset each other in the table.

The estimated timing of the payment of the contractholder payables and the collection of contractholder receivables for workers' compensation policies is presented below:

<u>(in millions)</u>	<u>Total</u>	<u>Less than 1 Year</u>	<u>1 - 3 Years</u>	<u>3 - 5 Years</u>	<u>After 5 Years</u>
<b>Contractholder payables/receivables</b>	<b>\$ 4,374</b>	<b>\$ 1,106</b>	<b>\$ 1,231</b>	<b>\$ 653</b>	<b>\$ 1,384</b>

- (8) The amounts in "Loss-based assessments" relate to estimated future payments of second-injury fund assessments which would result from payment of current claim liabilities. Second injury funds cover the cost of any additional benefits for aggravation of a pre-existing condition. For loss-based assessments, the cost is shared by the insurance industry and self-insureds, funded through assessments to insurance companies and self-insureds based on losses. Amounts relating to second-injury fund assessments are included in "other liabilities" in the consolidated balance sheet.
- (9) The amounts in "Reinsurance contracts accounted for as deposits" represent estimated future nominal payments for reinsurance agreements that are accounted for as deposits. Amounts payable under deposit agreements are included in "other liabilities" in the consolidated balance sheet.
- (10) The amounts in "Payout from ceded funds withheld" represent estimated payments for losses and return of funds held related to certain reinsurance arrangements whereby the Company holds a portion of the premium due to the reinsurer and is allowed to pay claims from the amounts held.
- (11) The Company's current liabilities related to unrecognized tax benefits from uncertain tax positions are \$296 million. Offsetting these liabilities are deferred tax assets of \$275 million associated with the temporary differences that would exist if these positions become realized.

The above table does not include an analysis of liabilities reported for structured settlements for which the Company has purchased annuities and remains contingently liable in the event of default by the company issuing the annuity. The Company is not reasonably likely to incur material future payment obligations under such agreements. In addition, the Company is not currently subject to any minimum funding requirements for its qualified pension plan. Accordingly, future contributions are not included in the foregoing table.

#### **Dividend Availability**

The Company's principal insurance subsidiaries are domiciled in the state of Connecticut. The insurance holding company laws of Connecticut applicable to the Company's subsidiaries requires notice to, and approval by, the state insurance commissioner for the declaration or payment of any dividend that, together with other distributions made within the preceding twelve months, exceeds the greater of 10% of the insurer's statutory capital and surplus as of the preceding December 31, or the insurer's net income for the twelve-month period ending the preceding December 31, in each case determined in accordance with statutory accounting practices and by state regulation. This declaration or payment is further limited by adjusted unassigned surplus, as determined in accordance with statutory accounting practices. The insurance holding company laws of other states in which the Company's subsidiaries are domiciled generally contain similar, although in some instances somewhat more restrictive, limitations on the payment of dividends. A maximum of \$3.81 billion is available by the end of 2016 for such dividends to the holding company, TRV, without prior approval of the

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Connecticut Insurance Department. The Company may choose to accelerate the timing within 2016 and/or increase the amount of dividends from its insurance subsidiaries in 2016, which could result in certain dividends being subject to approval by the Connecticut Insurance Department.

In addition to the regulatory restrictions on the availability of dividends that can be paid by the Company's U.S. insurance subsidiaries, the maximum amount of dividends that may be paid to the Company's shareholders is limited, to a lesser degree, by certain covenants contained in its line of credit agreement with a syndicate of financial institutions that require the Company to maintain a minimum consolidated net worth as described in note 8 of notes to the consolidated financial statements herein.

TRV is not dependent on dividends or other forms of repatriation from its foreign operations to support its liquidity needs. The undistributed earnings of the Company's foreign operations are not material and are intended to be permanently reinvested in those operations.

TRV and its two non-insurance holding company subsidiaries received dividends of \$3.75 billion, \$4.10 billion and \$2.90 billion from their U.S. insurance subsidiaries in 2015, 2014 and 2013, respectively.

#### **Pension and Other Postretirement Benefit Plans**

The Company sponsors a qualified non-contributory defined benefit pension plan (the Qualified Plan), which covers substantially all U.S. domestic employees and provides benefits primarily under a cash balance formula. In addition, the Company sponsors a nonqualified defined benefit pension plan which covers certain highly-compensated employees, pension plans for employees of its foreign subsidiaries, and a postretirement health and life insurance benefit plan for employees satisfying certain age and service requirements and for certain retirees.

The Qualified Plan is subject to regulations under the Employee Retirement Income Act of 1974 as amended (ERISA), which requires plans to meet minimum standards of funding and requires such plans to subscribe to plan termination insurance through the Pension Benefit Guaranty Corporation (PBGC). The Company does not have a minimum funding requirement for the Qualified Plan for 2016 and does not anticipate having a minimum funding requirement in 2017. The Company has significant discretion in making contributions above those necessary to satisfy the minimum funding requirements. In 2015, 2014 and 2013, there was no minimum funding requirement for the Qualified Plan. In 2015 and 2014, the Company voluntarily made contributions totaling \$100 million and \$200 million, respectively, to the Qualified Plan. In determining future contributions, the Company will consider the performance of the plan's investment portfolio, the effects of interest rates on the projected benefit obligation of the plan and the Company's other capital requirements. The Company has not determined whether or not additional voluntary funding will be made in 2016. However, the Company currently believes, subject to actual plan performance and funded status at the time, that it may make voluntary pension contributions of approximately \$75 million to \$100 million annually beginning in 2016.

Beginning in 2016, the Company will use a full yield-curve approach in the estimation of the service and interest cost components of net periodic benefit costs for its qualified and nonqualified domestic pension plans and the domestic postretirement benefit plans. The full yield curve approach applies the specific spot rates along the yield curve that are used in its determination of the projected benefit obligation at the beginning of the year to the projected cash flows related to service and interest costs. Historically, the Company estimated the service and interest cost components by applying a single weighted-average discount rate derived from this yield curve. This change is being made to better align the projected benefit cash flows and the corresponding yield curve spot rates to provide a better estimate of service and interest cost components of net periodic benefit costs, consistent with the methodology used to estimate the projected benefit obligation for each of the benefit plans.

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This change does not affect the measurement of the Company's total benefit obligations as the change in the service cost and interest cost is completely offset in the actuarial (gain) loss reported for the period. The change will result in a reduction of the service and interest cost components of net periodic benefit costs for 2016 of \$6 million and \$30 million, respectively. The weighted average discount rates that will be used to measure service and interest cost during 2016 are 4.77% and 3.64%, respectively, for the domestic qualified pension plan, 4.53% and 3.47%, respectively, for the domestic nonqualified pension plan and 0.00% and 3.53%, respectively, for the domestic postretirement benefit plan. The discount rate associated with the service cost component of the domestic postretirement benefit plan is zero as it is a closed plan and all participants are fully vested. Under the Company's prior estimation approach, the weighted average discount rate for both the service and interest cost components would have been 4.50% for the domestic qualified pension plan, 4.37% for the domestic nonqualified pension plan and 4.35% for the domestic postretirement benefit plan. The Company will account for the change in estimation approach as a change in estimate, and accordingly, will recognize the effect prospectively beginning in 2016.

At December 31, 2015, the Company updated its mortality assumptions for estimating its qualified pension plan liabilities utilizing a new mortality improvement scale issued by the Society of Actuaries in October 2015. The adoption of the new mortality improvement scale decreased the projected benefit obligation by \$57 million at December 31, 2015. At December 31, 2014, the Company updated its mortality assumptions for estimating its qualified pension plan liabilities utilizing a new mortality table and related improvement scale issued by the Society of Actuaries in October 2014. The adoption of the new mortality table and related improvement scale increased the projected benefit obligation by \$150 million at December 31, 2014.

The Qualified Plan assets are managed to maximize long-term total return while maintaining an appropriate level of risk. The Company's overall strategy is to achieve a mix of approximately 85% to 90% of investments for long-term growth and 10% to 15% for near-term benefit payments with a diversification of asset types, fund strategies and fund managers. The current target allocations for plan assets are 55% to 65% equity securities and 20% to 40% fixed income securities, with the remainder allocated to short-term securities. For 2016, the Company plans to apply an expected long-term rate of return on plan assets of 7.00%, compared with 7.25% in 2015. The expected rate of return reflects the Company's current expectations with regard to long-term returns in the capital markets, taking into account the pension plan's asset allocation targets, the historical performance and current valuation of U.S. and international equities, and the level of long term interest rate and inflation expectations. The Company's expected long-term rate of return on plan assets also contemplates a return to more normal levels of long-term interest rates in the future.

For further discussion of the pension and other postretirement benefit plans, see note 14 of notes to the consolidated financial statements herein.

### **Risk-Based Capital**

The NAIC has an RBC requirement for most property and casualty insurance companies, which determines minimum capital requirements and is intended to raise the level of protection for policyholder obligations. The Company's U.S. insurance subsidiaries are subject to these NAIC RBC requirements based on laws that have been adopted by individual states. These requirements subject insurers having policyholders' surplus less than that required by the RBC calculation to varying degrees of regulatory action, depending on the level of capital inadequacy. Each of the Company's U.S. insurance subsidiaries had policyholders' surplus at December 31, 2015 significantly above the level at which any RBC regulatory action would occur. Regulators in the jurisdictions in which the Company's foreign insurance subsidiaries are located require insurance companies to maintain certain levels of capital depending on, among other things, the type and amount of insurance policies in force. Each of the Company's foreign insurance subsidiaries had capital significantly above their respective regulatory requirements at December 31, 2015.

**Off-Balance Sheet Arrangements**

The Company has entered into certain contingent obligations for guarantees related to selling businesses to third parties, certain investments, third-party loans related to certain investments, certain insurance policy obligations of former insurance subsidiaries and various other indemnifications. See note 16 of notes to the consolidated financial statements herein. The Company does not expect these arrangements will have a material effect on the Company's financial position, changes in financial position, revenues and expenses, results of operations, liquidity, capital expenditures or capital resources.

**CRITICAL ACCOUNTING ESTIMATES**

The Company considers its most significant accounting estimates to be those applied to claims and claim adjustment expense reserves and related reinsurance recoverables, investment valuation and impairments, and goodwill and other intangible assets impairments.

**Claims and Claim Adjustment Expense Reserves**

Gross claims and claim adjustment expense reserves by product line were as follows:

(in millions)	December 31, 2015			December 31, 2014		
	Case	IBNR	Total	Case	IBNR	Total
General liability	\$ 5,603	\$ 7,148	\$ 12,751	\$ 5,886	\$ 7,826	\$ 13,712
Commercial property	719	408	1,127	795	496	1,291
Commercial multi-peril	1,890	1,767	3,657	1,849	1,819	3,668
Commercial automobile	2,069	1,259	3,328	2,094	1,249	3,343
Workers' compensation	10,337	8,519	18,856	10,067	8,191	18,258
Fidelity and surety	229	476	705	233	573	806
Personal automobile	1,710	842	2,552	1,737	848	2,585
Homeowners and personal—other	601	399	1,000	578	525	1,103
International and other	2,718	1,578	4,296	3,254	1,804	5,058
Property-casualty	25,876	22,396	48,272	26,493	23,331	49,824
Accident and health	23	—	23	26	—	26
<b>Claims and claim adjustment expense reserves</b>	<b>\$ 25,899</b>	<b>\$ 22,396</b>	<b>\$ 48,295</b>	<b>\$ 26,519</b>	<b>\$ 23,331</b>	<b>\$ 49,850</b>

The \$1.56 billion decrease in gross claims and claim adjustment expense reserves since December 31, 2014 primarily reflected the impact of (i) payments related to operations in runoff, including a \$579 million payment related to the settlement of the Asbestos Direct Action Litigation as described in more detail in note 16 of notes to the consolidated financial statements herein, (ii) net favorable prior year reserve development and (iii) changes in foreign currency exchange rates.

Asbestos and environmental reserves are included in the General liability, Commercial multi-peril and International and other lines in the foregoing summary table. Asbestos and environmental reserves are discussed separately; see "Asbestos Claims and Litigation", "Environmental Claims and Litigation" and "Uncertainty Regarding Adequacy of Asbestos and Environmental Reserves."

Claims and claim adjustment expense reserves represent management's estimate of ultimate unpaid costs of losses and loss adjustment expenses for claims that have been reported and claims that have been incurred but not yet reported (IBNR). Claims and claim adjustment expense reserves do not represent an exact calculation of liability, but instead represent management estimates, generally utilizing actuarial expertise and projection techniques, at a given accounting date. These estimates are expectations of what the ultimate settlement and administration of claims will cost upon final resolution

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in the future, based on the Company's assessment of facts and circumstances then known, review of historical settlement patterns, estimates of trends in claims severity and frequency, expected interpretations of legal theories of liability and other factors. In establishing gross claims and claim adjustment expense reserves, the Company also considers salvage and subrogation. Estimated recoveries from reinsurance are included in "Reinsurance Recoverables" as an asset on the Company's consolidated balance sheet. The claims and claim adjustment expense reserves are reviewed regularly by qualified actuaries employed by the Company.

The process of estimating claims and claim adjustment expense reserves involves a high degree of judgment and is subject to a number of variables. These variables can be affected by both internal and external events, such as changes in claims handling procedures, changes in individuals involved in the reserve estimation process, economic inflation, legal trends and legislative changes, among others. The impact of many of these items on ultimate costs for claims and claim adjustment expenses is difficult to estimate. Estimation difficulties also differ significantly by product line due to differences in claim complexity, the volume of claims, the potential severity of individual claims, the determination of occurrence date for a claim and reporting lags (the time between the occurrence of the policyholder event and when it is actually reported to the insurer). Informed judgment is applied throughout the process, including the application of various individual experiences and expertise to multiple sets of data and analyses. The Company continually refines its estimates in a regular ongoing process as historical loss experience develops and additional claims are reported and settled. The Company rigorously attempts to consider all significant facts and circumstances known at the time claims and claim adjustment expense reserves are established. Due to the inherent uncertainty underlying these estimates including, but not limited to, the future settlement environment, final resolution of the estimated liability for claims and claim adjustment expenses may be higher or lower than the related claims and claim adjustment expense reserves at the reporting date. Therefore, actual paid losses, as claims are settled in the future, may be materially different than the amount currently recorded—favorable or unfavorable.

Because establishment of claims and claim adjustment expense reserves is an inherently uncertain process involving estimates, currently established claims and claim adjustment expense reserves may change. The Company reflects adjustments to the reserves in the results of operations in the period the estimates are changed.

There are also additional risks which impact the estimation of ultimate costs for catastrophes. For example, the estimation of reserves related to hurricanes, tornadoes and other catastrophic events can be affected by the inability of the Company and its insureds to access portions of the impacted areas, the complexity of factors contributing to the losses, the legal and regulatory uncertainties, including the interpretation of policy terms and conditions, and the nature of the information available to establish the reserves. Complex factors include, but are not limited to: determining whether damage was caused by flooding versus wind; evaluating general liability and pollution exposures; estimating additional living expenses; estimating the impact of demand surge, infrastructure disruption, fraud, the effect of mold damage and business interruption costs; and reinsurance collectibility. The timing of a catastrophe, such as at or near the end of a reporting period, can also affect the information available to the Company in estimating reserves for that reporting period. The estimates related to catastrophes are adjusted as actual claims emerge.

A portion of the Company's gross claims and claim adjustment expense reserves (totaling \$2.36 billion at December 31, 2015) are for asbestos and environmental claims and related litigation. While the ongoing review of asbestos and environmental claims and associated liabilities considers the inconsistencies of court decisions as to coverage, plaintiffs' expanded theories of liability and the risks inherent in complex litigation and other uncertainties, in the opinion of the Company's management, it is possible that the outcome of the continued uncertainties regarding these claims could result in liability in future periods that differs from current reserves by an amount that could be material to the

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Company's future operating results. See the preceding discussion of "Asbestos Claims and Litigation" and "Environmental Claims and Litigation."

General Discussion

The process for estimating the liabilities for claims and claim adjustment expenses begins with the collection and analysis of claim data. Data on individual reported claims, both current and historical, including paid amounts and individual claim adjuster estimates, are grouped by common characteristics (components) and evaluated by actuaries in their analyses of ultimate claim liabilities. Such data is occasionally supplemented with external data as available and when appropriate. The process of analyzing reserves for a component is undertaken on a regular basis, generally quarterly, in light of continually updated information.

Multiple estimation methods are available for the analysis of ultimate claim liabilities. Each estimation method has its own set of assumption variables and its own advantages and disadvantages, with no single estimation method being better than the others in all situations and no one set of assumption variables being meaningful for all product line components. The relative strengths and weaknesses of the particular estimation methods when applied to a particular group of claims can also change over time. Therefore, the actual choice of estimation method(s) can change with each evaluation. The estimation method(s) chosen are those that are believed to produce the most reliable indication at that particular evaluation date for the claim liabilities being evaluated.

In most cases, multiple estimation methods will be valid for the particular facts and circumstances of the claim liabilities being evaluated. This will result in a range of reasonable estimates for any particular claim liability. The Company uses such range analyses to back test whether previously established estimates for reserves by reporting segments are reasonable, given available information. Reported values found to be closer to the endpoints of a range of reasonable estimates are subject to further detailed reviews. These reviews may substantiate the validity of management's recorded estimate or lead to a change in the reported estimate.

The exact boundary points of these ranges are more qualitative than quantitative in nature, as no clear line of demarcation exists to determine when the set of underlying assumptions for an estimation method switches from being reasonable to unreasonable. As a result, the Company does not believe that the endpoints of these ranges are or would be comparable across companies. In addition, potential interactions among the different estimation assumptions for different product lines make the aggregation of individual ranges a highly judgmental and inexact process.

Property-casualty insurance policies are either written on a claims-made or on an occurrence basis. Claims-made policies generally cover, subject to requirements in individual policies, claims reported during the policy period. Policies that are written on an occurrence basis require that the insured demonstrate that a loss occurred in the policy period, even if the insured reports the loss many years later.

Most general liability policies are written on an occurrence basis. These policies are subject to substantial loss development over time as facts and circumstances change in the years following the policy issuance. The occurrence form, which accounts for much of the reserve development in asbestos and environmental exposures, is also used to provide coverage for construction general liability, including construction defect. Occurrence-based forms of insurance for general liability exposures require substantial projection of loss trends, which can be influenced by a number of factors, including future inflation, judicial interpretations and societal litigation trends (e.g., size of jury awards and propensity of individuals to pursue litigation), among others.

A basic premise in most actuarial analyses is that past patterns demonstrated in the data will repeat themselves in the future, absent a material change in the associated risk factors discussed below.

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To the extent a material change affecting the ultimate claim liability is known, such change is estimated to the extent possible through an analysis of internal company data and, if available and when appropriate, external data. Such a measurement is specific to the facts and circumstances of the particular claim portfolio and the known change being evaluated. Significant structural changes to the available data, product mix or organization can materially impact the reserve estimation process.

Informed judgment is applied throughout the reserving process. This includes the application of various individual experiences and expertise to multiple sets of data and analyses. In addition to actuaries, experts involved with the reserving process also include underwriting and claims personnel and lawyers, as well as other company management. Therefore, management may have to consider varying individual viewpoints as part of its estimation of claims and claim adjustment expense reserves. It is also likely that during periods of significant change, such as a merger, consistent application of informed judgment becomes even more complicated and difficult.

The variables discussed above in this general discussion have different impacts on reserve estimation uncertainty for a given product line, depending on the length of the claim tail, the reporting lag, the impact of individual claims and the complexity of the claim process for a given product line.

Product lines are generally classifiable as either long tail or short tail, based on the average length of time between the event triggering claims under a policy and the final resolution of those claims. Short tail claims are reported and settled quickly, resulting in less estimation variability. The longer the time to final claim resolution, the greater the exposure to estimation risks and hence the greater the estimation uncertainty.

A major component of the claim tail is the reporting lag. The reporting lag, which is the time between the event triggering a claim and the reporting of the claim to the insurer, makes estimating IBNR inherently more uncertain. In addition, the greater the reporting lag, the greater the proportion of IBNR to the total claim liability for the product line. Writing new products with material reporting lags can result in adding several years' worth of IBNR claim exposure before the reporting lag exposure becomes clearly observable, thereby increasing the risk associated with estimating the liabilities for claims and claim adjustment expenses for such products. The most extreme example of claim liabilities with long reporting lags are asbestos claims.

For some lines, the impact of large individual claims can be material to the analysis. These lines are generally referred to as being "low frequency/high severity," while lines without this "large claim" sensitivity are referred to as "high frequency/low severity." Estimates of claim liabilities for low frequency/high severity lines can be sensitive to the impact of a small number of potentially large claims. As a result, the role of judgment is much greater for these reserve estimates. In contrast, for high frequency/low severity lines the impact of individual claims is relatively minor and the range of reasonable reserve estimates is likely narrower and more stable.

Claim complexity can also greatly affect the estimation process by impacting the number of assumptions needed to produce the estimate, the potential stability of the underlying data and claim process, and the ability to gain an understanding of the data. Product lines with greater claim complexity, such as for certain surety and construction exposures, have inherently greater estimation uncertainty.

Actuaries have to exercise a considerable degree of judgment in the evaluation of all these factors in their analysis of reserves. The human element in the application of actuarial judgment is unavoidable when faced with material uncertainty. Different actuaries may choose different assumptions when faced with such uncertainty, based on their individual backgrounds, professional experiences and areas of focus. Hence, the estimates selected by the various actuaries may differ materially from each other.

Lastly, significant structural changes to the available data, product mix or organization can also materially impact the reserve estimation process. Events such as mergers increase the inherent

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uncertainty of reserve estimates for a period of time, until stable trends re-establish themselves within the new organization.

*Risk factors*

The major causes of material uncertainty ("risk factors") generally will vary for each product line, as well as for each separately analyzed component of the product line. In a few cases, such risk factors are explicit assumptions of the estimation method, but in most cases, they are implicit. For example, a method may explicitly assume that a certain percentage of claims will close each year, but will implicitly assume that the legal interpretation of existing contract language will remain unchanged. Actual results will likely vary from expectations for each of these assumptions, causing actual paid losses, as claims are settled in the future, to be different in amount than the reserves being estimated currently.

Some risk factors will affect more than one product line. Examples include changes in claim department practices, changes in settlement patterns, regulatory and legislative actions, court actions, timeliness of claim reporting, state mix of claimants and degree of claimant fraud. The extent of the impact of a risk factor will also vary by components within a product line. Individual risk factors are also subject to interactions with other risk factors within product line components.

The effect of a particular risk factor on estimates of claim liabilities cannot be isolated in most cases. For example, estimates of potential claim settlements may be impacted by the risk associated with potential court rulings, but the final settlement agreement typically does not delineate how much of the settled amount is due to this and other factors.

The evaluation of data is also subject to distortion from extreme events or structural shifts, sometimes in unanticipated ways. For example, the timing of claims payments in one geographic region may be impacted if claim adjusters are temporarily reassigned from that region to help settle catastrophe claims in another region.

While some changes in the claim environment are sudden in nature (such as a new court ruling affecting the interpretation of all contracts in that jurisdiction), others are more evolutionary. Evolutionary changes can occur when multiple factors affect final claim values, with the uncertainty surrounding each factor being resolved separately, in stepwise fashion. The final impact is not known until all steps have occurred.

Sudden changes generally cause a one-time shift in claim liability estimates, although there may be some lag in reliable quantification of their impact. Evolutionary changes generally cause a series of shifts in claim liability estimates, as each component of the evolutionary change becomes evident and estimable.

*Actuarial methods for analyzing and estimating claims and claim adjustment expense reserves*

The principal estimation and analysis methods utilized by the Company's actuaries to evaluate management's existing estimates for prior accident periods are the paid development method, the case incurred development method, the Bornhuetter-Ferguson (BF) method, and average value analysis combined with the reported claim development method. The BF method is usually utilized for more recent accident periods, with a transition to other methods as the underlying claim data becomes more voluminous and therefore more credible. These are typically referred to as conventional actuarial methods. (See Glossary for an explanation of these methods).

While these are the principal methods utilized throughout the Company, actuaries evaluating a particular component for a product line have available to them the full range of methods developed within the casualty actuarial profession. The Company's actuaries are also continually monitoring developments within the profession for advances in existing techniques or the creation of new techniques that might improve current and future estimates.

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Some components of product line reserves are susceptible to relatively infrequent large claims that can materially impact the total estimate for that component. In such cases, the Company's actuarial analysis generally isolates and analyzes separately such large claims. The reserves excluding such large claims are generally analyzed using the conventional methods described above. The reserves associated with large claims are then analyzed utilizing various methods, such as:

- Estimating the number of large claims and their average values based on historical trends from prior accident periods, adjusted for the current environment and supplemented with actual data for the accident year analyzed to the extent available.
- Utilizing individual claim adjuster estimates of the large claims, combined with continual monitoring of the aggregate accuracy of such claim adjuster estimates. (This monitoring may lead to supplemental adjustments to the aggregate of such claim estimates.)
- Utilizing historic longer-term average ratios of large claims to small claims, and applying such ratios to the estimated ultimate small claims from conventional analysis.
- Ground-up analysis of the underlying exposure (typically used for asbestos and environmental).

The results of such methodologies are subjected to various reasonability and diagnostic tests, including implied incurred-loss-to-earned-premium ratios, non-zero claim severity trends and paid-to-incurred loss ratios. An actual versus expected analysis is also performed comparing actual loss development to expected development embedded within management's best estimate. Additional analyses may be performed based on the results of these diagnostics, including the investigation of other actuarial methods.

The methods described above are generally utilized to evaluate management's existing estimate for prior accident periods. For the initial estimate of the current accident year, the available claim data is typically insufficient to produce a reliable indication. Hence, the initial estimate for an accident year is generally based on an exposure-based method using either expected losses or a loss ratio projection method. The loss ratio method uses the earned premium for the current year multiplied by a projected loss ratio. The projected loss ratio is determined through an analysis of prior periods' experience, using loss trend, rate level differences, mix of business changes and other known or observed factors influencing the current accident year relative to prior accident years. The exact number of prior accident years utilized varies by product line component, based on the stability and consistency of the individual accident year estimates.

### Management's estimates

At least once per quarter, certain members of Company management meet with the Company's actuaries to review the latest claims and claim adjustment expense reserve analyses. Based on these analyses, management determines whether its ultimate claim liability estimates should be changed. In doing so, it must evaluate whether the new data provided represents credible actionable information or an anomaly that will have no effect on estimated ultimate claim liability. For example, as described above, payments may have decreased in one geographic region due to fewer claim adjusters being available to process claims. The resulting claim payment patterns would be analyzed to determine whether or not the change in payment pattern represents a change in ultimate claim liability.

Such an assessment requires considerable judgment. It is frequently not possible to determine whether a change in the data is an anomaly until sometime after the event. Even if a change is determined to be permanent, it is not always possible to reliably determine the extent of the change until sometime later. The overall detailed analyses supporting such an effort can take several months to perform as the underlying causes of the trends observed need to be evaluated, which may require the gathering or assembling of data not previously available. It may also include interviews with experts involved with the underlying processes. As a result, there can be a time lag between the emergence of a

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change and a determination that the change should be reflected in the Company's estimated claim liabilities. The final estimate selected by management in a reporting period is based on these various detailed analyses of past data, adjusted to reflect any new actionable information.

The Audit Committee of the Board of Directors is responsible for providing oversight of reserving propriety, and annually reviews the process by which the Company establishes reserves.

### Discussion of Product Lines

The following section details reserving considerations and common risk factors by product line. There are many additional risk factors that may impact ultimate claim costs. Each risk factor presented will have a different impact on required reserves. Also, risk factors can have offsetting or compounding effects on required reserves. For example, in workers' compensation, the use of expensive medical procedures that result in medical cost inflation may enable workers to return to work faster, thereby lowering indemnity costs. Thus, in almost all cases, it is impossible to discretely measure the effect of a single risk factor and construct a meaningful sensitivity expectation.

In order to provide information on reasonably possible reserving changes by product line, the historical changes in year-end claims and claim adjustment expense reserves over a one-year period are provided for the U.S. product lines. This information is provided for both the Company and the industry for the nine most recent years, and is based on the most recent publicly available data for the reported line(s) that most closely match the individual product line being discussed. These changes were calculated, net of reinsurance, from statutory annual statement data found in Schedule P of those statements, and represent the reported reserve development on the beginning-of-the-year claim liabilities divided by the beginning claim liabilities, all accident years combined, excluding non-defense related claim adjustment expense. Data presented for the Company includes history for the entire Travelers group (U.S. companies only), as required by the statutory reporting instructions promulgated by state regulatory authorities for Schedule P. Comparable data for non-U.S. companies is not available.

### General Liability

General liability is generally considered a long tail line, as it takes a relatively long period of time to finalize and settle claims from a given accident year. The speed of claim reporting and claim settlement is a function of the characteristics of claims, including specific coverage provided, the jurisdiction and specific policy provisions such as self-insured retentions, among others. There are numerous components underlying the general liability product line. Some of these have relatively moderate payment patterns (with most of the claims for a given accident year closed within five to seven years), while others can have extreme lags in both reporting and payment of claims (e.g., a reporting lag of a decade or more for "construction defect" claims).

While the majority of general liability coverages are written on an "occurrence" basis, certain general liability coverages (such as those covering management liability or professional liability) are typically insured on a "claims-made" basis.

General liability reserves are generally analyzed as two components: primary and excess/umbrella, with the primary component generally analyzed separately for bodily injury and property damage. Bodily injury liability payments reimburse the claimant for damages pertaining to physical injury as a result of the policyholder's legal obligation arising from non-intentional acts such as negligence, subject to the insurance policy provisions. In some cases the damages can include future wage loss (which is a function of future earnings power and wage inflation) and future medical treatment costs. Property damage liability payments result from damages to the claimant's private property arising from the policyholder's legal obligation for non-intentional acts. In most cases, property damage losses are a function of costs as of the loss date, or soon thereafter.

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In addition, sizable or unique exposures are reviewed separately. These exposures include asbestos, environmental, other mass torts, construction defect and large unique accounts that would otherwise distort the analysis. These unique categories often require a very high degree of judgment and require reserve analyses that do not rely on conventional actuarial methods.

Defense costs are also a part of the insured costs covered by liability policies and can be significant, sometimes greater than the cost of the actual paid claims. For some products this risk is mitigated by policy language such that the insured portion of defense costs is included in the policy limit available to pay the claim. Such "defense within the limits" policies are most common for "claims-made" products. When defense costs are outside of the policy limits, the full amount of the policy limit is available to pay claims and the amounts paid for defense costs have no contractual limit.

This line is typically the largest source of reserve estimate uncertainty in the United States (excluding assumed reinsurance contracts covering the same risk). Major contributors to this reserve estimate uncertainty include the reporting lag (i.e., the length of time between the event triggering coverage and the actual reporting of the claim), the number of parties involved in the underlying tort action, whether the "event" triggering coverage is confined to only one time period or is spread over multiple time periods, the potential dollars involved (in the individual claim actions), whether such claims were reasonably foreseeable and intended to be covered at the time the contracts were written (i.e., coverage dispute potential), and the potential for mass claim actions. Claims with longer reporting lags result in greater estimation uncertainty. This is especially true for alleged claims with a latency feature, particularly where courts have ruled that coverage is spread over multiple policy years, hence involving multiple defendants (and their insurers and reinsurers) and multiple policies (thereby increasing the potential dollars involved and the underlying settlement complexity). Claims with long latencies also increase the potential recognition lag (i.e., the lag between writing a type of policy in a certain market and the recognition that such policies have potential mass tort and/or latent claim exposure).

The amount of reserve estimate uncertainty also varies significantly by component for the general liability product line. The components in this product line with the longest latency, longest reporting lags, largest potential dollars involved and greatest claim settlement complexity are asbestos and environmental. Components that include latency, reporting lag and/or complexity issues, but to a materially lesser extent than asbestos and environmental, include construction defect and other mass tort actions. Many components of general liability are not subject to material latency or claim complexity risks and hence have materially less uncertainty than the previously mentioned components. In general, components with shorter reporting lags, fewer parties involved in settlement negotiations, only one policy potentially triggered per claim, fewer potential settlement dollars, reasonably foreseeable (and stable) potential hazards/claims and no mass tort potential result in much less reserve estimate uncertainty than components without those characteristics.

In addition to the conventional actuarial methods mentioned in the general discussion section, the company utilizes various report year development and S-curve methods for the construction defect components of this product line. The Construction Defect report year development analysis is supplemented with projected claim counts and average values for IBNR claim counts. For components with greater lags in claim reporting, such as excess and umbrella components of this product line, the company relies more heavily on the BF method than on the paid and case incurred development methods.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required general liability reserves (beyond those included in the general discussion section) include:

### General liability risk factors

- Changes in claim handling philosophies

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- Changes in policy provisions or court interpretation of such provisions
- New or expanded theories of liability
- Trends in jury awards
- Changes in the propensity to sue, in general with specificity to particular issues
- Changes in the propensity to litigate rather than settle a claim
- Changes in statutes of limitations
- Changes in the underlying court system
- Distortions from losses resulting from large single accounts or single issues
- Changes in tort law
- Shifts in lawsuit mix between federal and state courts
- Changes in claim adjuster office structure (causing distortions in the data)
- The potential impact of inflation on loss costs
- Changes in settlement patterns

### General liability book of business risk factors

- Changes in policy provisions (e.g., deductibles, policy limits, endorsements)
- Changes in underwriting standards
- Product mix (e.g., size of account, industries insured, jurisdiction mix)

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for general liability (excluding asbestos and environmental), a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.5% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line, excluding estimated asbestos and environmental amounts, over the last nine years has varied from -8% to -2% (averaging -4%) for the Company, and from -5% to -2% (averaging -3%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. General liability reserves (excluding asbestos and environmental) represent approximately 22% of the Company's total claims and claim adjustment expense reserves.

The Company's change in reserve estimate for this product line, excluding estimated asbestos and environmental amounts, was -3% for 2015, -5% for 2014 and -4% for 2013. The 2015 change was primarily concentrated in excess coverages for accident years 2005 through 2013, reflecting a more favorable legal environment than what the Company previously expected. The 2014 change was primarily concentrated in excess coverages for accident years 2008 through 2012, reflecting a more favorable legal environment than what the Company previously expected. The 2013 change was primarily concentrated in excess coverages for accident years 2010 and prior, reflecting a more favorable legal environment than what the Company previously expected.

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**Commercial Property**

Commercial property is generally considered a short tail line with a simpler and faster claim reporting and adjustment process than liability coverages, and less uncertainty in the reserve setting process (except for more complex business interruption claims). It is generally viewed as a moderate frequency, low to moderate severity line, except for catastrophes and coverage related to large properties. The claim reporting and settlement process for property coverage claim reserves is generally restricted to the insured and the insurer. Overall, the claim liabilities for this line create a low estimation risk, except possibly for catastrophes and business interruption claims.

Commercial property reserves are typically analyzed in two components, one for catastrophic or other large single events, and another for all other events. Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required property reserves (beyond those included in the general discussion section) include:

Commercial property risk factors

- Physical concentration of policyholders
- Availability and cost of local contractors
- For the more severe catastrophic events, "demand surge" inflation, which refers to significant short-term increases in building material and labor costs due to a sharp increase in demand for those materials and services
- Local building codes
- Amount of time to return property to full usage (for business interruption claims)
- Frequency of claim re-openings on claims previously closed
- Court interpretation of policy provisions (such as occurrence definition, or wind versus flooding)
- Lags in reporting claims (e.g., winter damage to summer homes, hidden damage after an earthquake, hail damage to roofs and/or equipment on roofs)
- Court or legislative changes to the statute of limitations

Commercial property book of business risk factors

- Policy provisions mix (e.g., deductibles, policy limits, endorsements)
- Changes in underwriting standards

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for property, a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.1% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from –25% to –5% (averaging –17%) for the Company, and from –14% to –5% (averaging –8%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Commercial property reserves represent approximately 2% of the Company's total claims and claim adjustment expense reserves.

Since commercial property is considered a short tail coverage, the one year change for commercial property can be more volatile than that for the longer tail product lines. This is due to the fact that the

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majority of the reserve for commercial property relates to the most recent accident year, which is subject to the most uncertainty for all product lines. This recent accident year uncertainty is relevant to commercial property because of weather-related events which, notwithstanding 2013 through 2015 experience, tend to be concentrated in the second half of the year, and generally are not completely resolved until the following year. Reserve estimates associated with major catastrophes may take even longer to resolve. The reserve estimates for this product line are also potentially subject to material changes due to uncertainty in measuring ultimate losses for significant catastrophes such as the events of September 11, 2001, Hurricane Katrina and Storm Sandy.

The Company's change in reserve estimate for this product line was -21% for 2015, -18% for 2014 and -17% for 2013. The 2015 change primarily reflected better than expected loss experience related to catastrophe losses for accident years 2011, 2012 and 2014, and non-catastrophe losses for accident years 2013 and 2014. The 2014 change primarily reflected better than expected loss experience for accident years 2010 through 2013, including catastrophe losses from Storm Sandy for accident year 2012. The 2013 change primarily reflected better than expected loss experience related to both catastrophe and non-catastrophe losses for accident years 2010 through 2012.

**Commercial Multi-Peril**

Commercial multi-peril provides a combination of property and liability coverage typically for small businesses and, therefore, includes both short and long tail coverages. For property coverage, it generally takes a relatively short period of time to close claims, while for the other coverages, generally for the liability coverages, it takes a longer period of time to close claims.

The reserving risk for this line is dominated by the liability coverage portion of this product, except occasionally in the event of catastrophic or large single losses. The reserving risk for this line differs from that of the general liability product line and the property product line due to the nature of the customer. Commercial multi-peril is generally sold to small- to mid-sized accounts, while the customer profile for general liability and commercial property includes larger customers.

See "Commercial property risk factors" and "General liability risk factors," discussed above, with regard to reserving risk for commercial multi-peril.

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for commercial multi-peril (excluding asbestos and environmental), a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.2% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from -19% to 5% (averaging -3%) for the Company, and from -6% to 0% (averaging -3%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Commercial multi-peril reserves (excluding asbestos and environmental reserves) represent approximately 7% of the Company's total claims and claim adjustment expense reserves.

As discussed above, this line combines general liability and commercial property coverages and it has been impacted in the past by many of the same events as those two lines.

The Company's change in reserve estimate for this product line was -1% for 2015, 3% for 2014 and 2% for 2013. The 2015 change primarily reflected better than expected loss experience for property coverages related to non-catastrophe losses for accident years 2012 and 2014. The 2014 change primarily reflected higher than expected loss experience for liability coverages for accident years 2010 through 2013. The 2013 change primarily reflected higher than expected loss experience for liability

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coverages for accident years 2008 through 2011, driven by higher than expected severity and defense costs.

**Commercial Automobile**

The commercial automobile product line is a mix of property and liability coverages and, therefore, includes both short and long tail coverages. The payments that are made quickly typically pertain to auto physical damage (property) claims and property damage (liability) claims. The payments that take longer to finalize and are more difficult to estimate relate to bodily injury claims. In general, claim reporting lags are minor, claim complexity is not a major issue, and the line is viewed as high frequency, low to moderate severity. Overall, the claim liabilities for this line create a moderate estimation risk.

Commercial automobile reserves are typically analyzed in four components: bodily injury liability; property damage liability; collision claims; and comprehensive claims. These last two components have minimum reserve risk and fast payouts and, accordingly, separate risk factors are not presented.

The Company utilizes the conventional actuarial methods mentioned in the general discussion above in estimating claim liabilities for this line. This is supplemented with detailed custom analyses where needed.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required commercial automobile reserves (beyond those included in the general discussion section) include:

**Bodily injury and property damage liability risk factors**

- Trends in jury awards
- Changes in the underlying court system
- Changes in case law
- Litigation trends
- Frequency of claims with payment capped by policy limits
- Change in average severity of accidents, or proportion of severe accidents
- Changes in auto safety technology
- Subrogation opportunities
- Changes in claim handling philosophies
- Frequency of visits to health providers
- Number of medical procedures given during visits to health providers
- Types of health providers used
- Types of medical treatments received
- Changes in cost of medical treatments
- Degree of patient responsiveness to treatment

**Commercial automobile book of business risk factors**

- Changes in policy provisions (e.g., deductibles, policy limits, endorsements, etc.)

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- Changes in mix of insured vehicles (e.g., long haul trucks versus local and smaller vehicles, fleet risks versus non-fleets)
- Changes in underwriting standards

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for commercial automobile, a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.2% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from –10% to 7% (averaging –1%) for the Company, and from –3% to 3% (averaging –1%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Commercial automobile reserves represent approximately 7% of the Company's total claims and claim adjustment expense reserves.

The Company's change in reserve estimate for this product line was 0% for 2015, –2% for 2014 and 1% for 2013. The 2014 change reflected better than expected loss experience for accident years 2011 and 2012.

### **Workers' Compensation**

Workers' compensation is generally considered a long tail coverage, as it takes a relatively long period of time to finalize claims from a given accident year. While certain payments such as initial medical treatment or temporary wage replacement for the injured worker are made quickly, some other payments are made over the course of several years, such as awards for permanent partial injuries. In addition, some payments can run as long as the injured worker's life, such as permanent disability benefits and on-going medical care. Despite the possibility of long payment tails, the reporting lags are generally short, payment obligations are generally not complex, and most of the liability can be considered high frequency with moderate severity. The largest reserve risk generally comes from the low frequency, high severity claims providing lifetime coverage for medical expense arising from a worker's injury, as such claims are subject to greater inflation risk. Overall, the claim liabilities for this line create a somewhat greater than moderate estimation risk.

Workers' compensation reserves are typically analyzed in three components: indemnity losses, medical losses and claim adjustment expenses.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required workers' compensation reserves (beyond those included in the general discussion section) include:

#### Indemnity risk factors

- Time required to recover from the injury
- Degree of available transitional jobs
- Degree of legal involvement
- Changes in the interpretations and processes of the administrative bodies that oversee workers' compensation claims
- Future wage inflation for states that index benefits
- Changes in the administrative policies of second injury funds

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### Medical risk factors

- Changes in the cost of medical treatments (including prescription drugs) and underlying fee schedules ("inflation")
- Frequency of visits to health providers
- Number of medical procedures given during visits to health providers
- Types of health providers used
- Type of medical treatments received
- Use of preferred provider networks and other medical cost containment practices
- Availability of new medical processes and equipment
- Changes in the use of pharmaceutical drugs, including drugs for pain management
- Degree of patient responsiveness to treatment

### General workers' compensation risk factors

- Frequency of reopening claims previously closed
- Mortality trends of injured workers with lifetime benefits and medical treatment
- Changes in statutory benefits
- Degree of cost shifting between workers' compensation and health insurance, including Medicare, and the impact, if any, of the Affordable Care Act

### Workers' compensation book of business risk factors

- Product mix
- Injury type mix
- Changes in underwriting standards

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for workers' compensation, a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.3% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from -2% to 1% (averaging -1%) for the Company, and from -2 to 1% (averaging -1%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Workers' compensation reserves represent approximately 39% of the Company's total claims and claim adjustment expense reserves.

The Company's change in reserve estimate for this product line was -1% for 2015, 0% for 2014 and -1% for 2013. The 2015 change primarily reflected better than expected loss experience for accident years 2006 and prior.

### Fidelity and Surety

Fidelity is generally considered a short tail coverage. It takes a relatively short period of time to finalize and settle most fidelity claims. The volatility of fidelity reserves is generally related to the type of business of the insured, the size and complexity of the insured's business operations, amount of

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policy limit and attachment point of coverage. The uncertainty surrounding reserves for small, commercial insureds is typically less than the uncertainty for large commercial or financial institutions. The high frequency, low severity nature of small commercial fidelity losses provides for stability in loss estimates, whereas the low frequency, high severity nature of losses for large insureds results in a wider range of ultimate loss outcomes. Actuarial techniques that rely on a stable pattern of loss development are generally not applicable to low frequency, high severity claims.

Surety has certain components that are generally considered short tail coverages with short reporting lags, although large individual construction and commercial surety contracts can result in a long settlement tail, based on the length and complexity of the construction project(s) or commercial transaction being insured. (Large construction projects can take many years to complete.) The frequency of losses in surety generally correlates with economic cycles as the primary cause of surety loss is the inability of an insured to fulfill its contractual obligations. The Company actively seeks to mitigate this exposure to loss through disciplined risk selection, adherence to underwriting standards and ongoing monitoring of contractor progress in significant construction projects. The volatility of surety losses is generally related to the type of business performed by the insured, the type of bonded obligation, the amount of limit exposed to loss and the amount of assets available to the insurer to mitigate losses, such as unbilled contract funds, collateral, first and third party indemnity, and other security positions of an insured's assets. Certain classes of surety claims are very high severity, low frequency in nature. These can include large construction contractors involved with one or multiple large, complex projects as well as certain large commercial surety exposures. Other claim factors affecting reserve variability of surety include litigation related to amounts owed by and due the insured (e.g., salvage and subrogation efforts) and the results of financial restructuring of an insured.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required fidelity and surety reserves (beyond those included in the general discussion section) include:

### Fidelity risk factors

- Type of business of insured
- Policy limit and attachment points
- Third-party claims
- Coverage litigation
- Complexity of claims
- Growth in insureds' operations

### Surety risk factors

- Economic trends, including the general level of construction activity
- Concentration of reserves in a relatively few large claims
- Type of business insured
- Type of obligation insured
- Cumulative limits of liability for insured
- Assets available to mitigate loss
- Defective workmanship/latent defects
- Financial strategy of insured
- Changes in statutory obligations

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- Geographic spread of business

### Fidelity and Surety book of business risk factors

- Changes in policy provisions (e.g., deductibles, limits, endorsements)
- Changes in underwriting standards

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for fidelity and surety, a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.3% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from –36% to –1% (averaging –14%) for the Company, and from –17% to –1% (averaging –8%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Fidelity and surety reserves represent approximately 2% of the Company's total claims and claim adjustment expense reserves.

In general, developments on single large claims (both adverse and favorable) are a primary source of changes in reserve estimates for this product line.

The Company's change in reserve estimate for this product line was –30% for 2015, –36% for 2014 and –21% for 2013. The 2015 change was primarily driven by better than expected loss experience in the fidelity and surety product line for accident years 2008 through 2014, which was partially driven by a reduction in outstanding exposures related to the financial crisis that commenced in 2007. The 2014 change reflected better than expected loss experience in the contract surety product line for accident years 2012 and prior. The 2013 change reflected better than expected loss experience in the contract surety product line for accident years 2010 and prior.

### **Personal Automobile**

Personal automobile includes both short and long tail coverages. The payments that are made quickly typically pertain to auto physical damage (property) claims and property damage (liability) claims. The payments that take longer to finalize and are more difficult to estimate relate to bodily injury claims. Reporting lags are relatively short and the claim settlement process for personal automobile liability generally is the least complex of the liability products. It is generally viewed as a high frequency, low to moderate severity product line. Overall, the claim liabilities for this line create a moderate estimation risk.

Personal automobile reserves are typically analyzed in five components: bodily injury liability, property damage liability, no-fault losses, collision claims and comprehensive claims. These last two components have minimum reserve risk and fast payouts and, accordingly, separate factors are not presented.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required personal automobile reserves (beyond those included in the general reserve discussion section) include:

### Bodily injury and property damage liability risk factors

- Trends in jury awards
- Changes in the underlying court system and its philosophy
- Changes in case law

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- Litigation trends
- Frequency of claims with payment capped by policy limits
- Change in average severity of accidents, or proportion of severe accidents
- Subrogation opportunities
- Degree of patient responsiveness to treatment
- Changes in claim handling philosophies

### No-fault risk factors (for selected states and time periods)

- Effectiveness of no-fault laws
- Frequency of visits to health providers
- Number of medical procedures given during visits to health providers
- Types of health providers used
- Types of medical treatments received
- Changes in cost of medical treatments
- Degree of patient responsiveness to treatment

### Personal automobile book of business risk factors

- Changes in policy provisions (e.g., deductibles, policy limits, endorsements, etc.)
- Changes in underwriting standards
- Changes in the use of credit data for rating and underwriting

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for personal automobile, a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.1% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line over the last nine years has varied from -5% to 3% (averaging 0%) for the Company, and from -4% to 0% (averaging -2%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Personal automobile reserves represent approximately 5% of the Company's total claims and claim adjustment expense reserves.

The Company's change in reserve estimate for this product line was -4% for 2015, 1% for 2014 and 1% for 2013. The change for 2015 was primarily driven by better than expected loss experience for liability coverages for accident years 2012 through 2014.

### Homeowners and Personal Lines Other

Homeowners is generally considered a short tail coverage. Most payments are related to the property portion of the policy, where the claim reporting and settlement process is generally restricted to the insured and the insurer. Claims on property coverage are typically reported soon after the actual damage occurs, although delays of several months are not unusual. The resulting settlement process is typically fairly short term, although exceptions do exist.

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The liability portion of the homeowners policy generates claims which take longer to pay due to the involvement of litigation and negotiation, but with generally small reporting lags. Personal Lines Other products include personal umbrella policies, among others. See "general liability reserving risk factors," discussed above, for reserving risk factors related to umbrella coverages.

Overall, the line is generally high frequency, low to moderate severity (except for catastrophes), with simple to moderate claim complexity.

Homeowners reserves are typically analyzed in two components: non-catastrophe related losses and catastrophe loss payments.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required homeowners reserves (beyond those included in the general discussion section) include:

### Non-catastrophe risk factors

- Salvage opportunities
- Amount of time to return property to residential use
- Changes in weather patterns
- Local building codes
- Litigation trends
- Trends in jury awards
- Court interpretation of policy provisions (such as occurrence definition, or wind versus flooding)
- Lags in reporting claims (e.g., winter damage to summer homes, hidden damage after an earthquake, hail damage to roofs and/or equipment on roofs)
- Court or legislative changes to the statute of limitations

### Catastrophe risk factors

- Physical concentration of policyholders
- Availability and cost of local contractors
- Local building codes
- Quality of construction of damaged homes
- Amount of time to return property to residential use
- For the more severe catastrophic events, "demand surge" inflation, which refers to significant short-term increases in building material and labor costs due to a sharp increase in demand for those materials and services

### Homeowners book of business risk factors

- Policy provisions mix (e.g., deductibles, policy limits, endorsements, etc.)
- Degree of concentration of policyholders
- Changes in underwriting standards
- Changes in the use of credit data for rating and underwriting

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for homeowners and personal lines other,

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a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.1% increase (decrease) in claims and claim adjustment expense reserves.

Historically, the one-year change in the reserve estimate for this product line (excluding the umbrella line of business, which for statutory reporting purposes is included with the general liability line of business) over the last nine years has varied from -17% to 2% (averaging -11%) for the Company, and from -7% to -2% (averaging -5%) for the industry overall. The Company's year-to-year changes are driven by, and are based on, observed events during the year. The Company believes that its range of historical outcomes is illustrative of reasonably possible one-year changes in reserve estimates for this product line. Homeowners and personal lines other reserves represent approximately 2% of the Company's total claims and claim adjustment expense reserves.

This line combines both liability and property coverages; however, the majority of the reserves relate to property. While property is considered a short tail coverage, the one year change for property can be more volatile than that for the longer tail product lines. This is due to the fact that the majority of the reserve for property relates to the most recent accident year, which is subject to the most uncertainty for all product lines. This recent accident year uncertainty is relevant to property because of weather related events which, notwithstanding 2010 and 2011 experience, tend to be concentrated in the second half of the year, and generally are not completely resolved until the following year. Reserve estimates associated with major catastrophes may take even longer to resolve.

The Company's change in reserve estimate for this product line (excluding the umbrella line of business) was -16% for 2015, -16% for 2014 and -17% for 2013. The 2015 change was primarily driven by better than expected loss experience for liability coverages for accident years 2011 through 2014, and for non-catastrophe weather-related losses and non-weather-related losses for accident year 2014. The 2014 change was primarily driven by better than expected loss experience for non-catastrophe weather-related losses for accident year 2013 and for catastrophe losses for accident years 2011 through 2013. The 2013 change was primarily driven by better than expected loss experience for catastrophe losses incurred in 2012 and non-catastrophe weather-related losses and non-weather-related losses for accident years 2012 and 2011.

### **International and Other**

International and other includes products written by the Company's international operations, as well as all other products not explicitly discussed above. The principal component of "other" claim reserves is assumed reinsurance written on an excess-of-loss basis, which may include reinsurance of non-U.S. exposures, and is runoff business.

International and other claim liabilities result from a mix of coverages, currencies and jurisdictions/countries. The common characteristic is the need to customize the analysis to the individual component, and the inability to rely on data characterizations and reporting requirements in the U.S. statutory reporting framework.

Due to changes in the business mix for this line over time, including the 2013 acquisition of Dominion, the recently incurred claim liabilities are relatively shorter tail (due to both the products and the jurisdictions involved, e.g., Canada, the Republic of Ireland and the United Kingdom), while the older liabilities include some from runoff operations that are extremely long tail (e.g., U.S. excess liabilities reinsured through the London market, and several underwriting pools in runoff). The speed of claim reporting and claim settlement is a function of the specific coverage provided, the jurisdiction, the distribution system (e.g., underwriting pool versus direct) and the proximity of the insurance sale to the insured hazard (e.g., insured and insurer located in different countries). In particular, liabilities arising from the underwriting pools in runoff may result in significant reporting lags, settlement lags and claim complexity, due to the need to coordinate with other pool members or co-insurers through a broker or lead-insurer for claim settlement purposes.

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International reserves are generally analyzed by country and general coverage category (e.g., General Liability in Canada, Commercial Property in the United Kingdom, etc.). The business is also generally split by direct versus assumed reinsurance for a given coverage. Where the underlying insured hazard is outside the United States, the underlying coverages are generally similar to those described under the Homeowners, Personal Automobile, Commercial Automobile, General Liability, Commercial Property and Surety discussions above, taking into account differences in the legal environment and differences in terms and conditions. However, statutory coverage differences exist amongst various jurisdictions. For example, in some jurisdictions there are no aggregate policy limits on certain liability coverages.

Other reserves, primarily assumed reinsurance in runoff, are generally analyzed by program/pool, treaty type, and general coverage category (e.g., General Liability—excess of loss reinsurance). Excess exposure requires the insured to "prove" not only claims under the policy, but also the prior payment of claims reaching up to the excess policy's attachment point.

Examples of common risk factors, or perceptions thereof, that could change and, thus, affect the required International and other reserves (beyond those included in the general discussion section, and in the Personal Automobile, Homeowners, General Liability, Commercial Property, Commercial Automobile and Surety discussions above) include:

### International and other risk factors

- Changes in claim handling procedures, including those of the primary carriers
- Changes in policy provisions or court interpretation of such provision
- Economic trends
- New theories of liability
- Trends in jury awards
- Changes in the propensity to sue
- Changes in statutes of limitations
- Changes in the underlying court system
- Distortions from losses resulting from large single accounts or single issues
- Changes in tort law
- Changes in claim adjuster office structure (causing distortions in the data)
- Changes in foreign currency exchange rates

### International and other book of business risk factors

- Changes in policy provisions (e.g., deductibles, policy limits, endorsements, "claims-made" language)
- Changes in underwriting standards
- Product mix (e.g., size of account, industries insured, jurisdiction mix)

Unanticipated changes in risk factors can affect reserves. As an indicator of the causal effect that a change in one or more risk factors could have on reserves for International and other (excluding asbestos and environmental), a 1% increase (decrease) in incremental paid loss development for each future calendar year could result in a 1.2% increase (decrease) in claims and claim adjustment expense reserves. International and other reserves (excluding asbestos and environmental) represent approximately 9% of the Company's total claims and claim adjustment expense reserves.

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International and other represents a combination of different product lines, some of which are in runoff. Comparative historical information is not available for international product lines as insurers domiciled outside of the U.S. do not file U.S. statutory reports. Comparative historical information on runoff business is not indicative of reasonably possible one-year changes in the reserve estimate for this mix of runoff business. Accordingly, the Company has not included comparative analyses for International and other.

**Reinsurance Recoverables**

Amounts recoverable from reinsurers are estimated in a manner consistent with the associated claim liability. The Company evaluates and monitors the financial condition of its reinsurers under voluntary reinsurance arrangements to minimize its exposure to significant losses from reinsurer insolvencies. In addition, in the ordinary course of business, the Company becomes involved in coverage disputes with its reinsurers. Some of these disputes could result in lawsuits and arbitrations brought by or against the reinsurers to determine the Company's rights and obligations under the various reinsurance agreements. The Company employs dedicated specialists and aggressive strategies to manage reinsurance collections and disputes.

The Company has entered into two reinsurance contracts in connection with catastrophe bonds issued by Long Point Re III. Both of these contracts meet the requirements to be accounted for as reinsurance in accordance with guidance for accounting for reinsurance contracts. The catastrophe bonds are described in more detail in "Item 1—Business—Catastrophe Reinsurance."

The Company reports its reinsurance recoverables net of an allowance for estimated uncollectible reinsurance recoverables. The allowance is based upon the Company's ongoing review of amounts outstanding, length of collection periods, changes in reinsurer credit standing, disputes, applicable coverage defenses and other relevant factors. Accordingly, the establishment of reinsurance recoverables and the related allowance for uncollectible reinsurance recoverables is also an inherently uncertain process involving estimates. From time to time, as a result of the long-tailed nature of the underlying liabilities, coverage complexities and potential for disputes, the Company considers the commutation of reinsurance contracts. Changes in estimated reinsurance recoverables and commutation activity could result in additional income statement charges.

Recoverables attributable to structured settlements relate primarily to personal injury claims, of which workers' compensation claims comprise a significant portion, for which the Company has purchased annuities and remains contingently liable in the event of a default by the companies issuing the annuities. Recoverables attributable to mandatory pools and associations relate primarily to workers' compensation service business. These recoverables are supported by the participating insurance companies' obligation to pay a pro rata share based on each company's voluntary market share of written premium in each state in which it is a pool participant. In the event a member of a mandatory pool or association defaults on its share of the pool's or association's obligations, the other members' share of such obligation increases proportionally.

For a discussion of a pending reinsurance dispute pertaining to a portion of the Company's reinsurance recoverable from the Munich Re Group, see note 16 of notes to the consolidated financial statements herein.

**Investment Valuation and Impairments**

*Fair Value Measurements*

The Company's estimates of fair value for financial assets and financial liabilities are based on the framework established in the fair value accounting guidance. The framework is based on the inputs used in valuation, gives the highest priority to quoted prices in active markets and requires that

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observable inputs be used in the valuations when available. The disclosure of fair value estimates in the fair value accounting guidance hierarchy is based on whether the significant inputs into the valuation are observable. In determining the level of the hierarchy in which the estimate is disclosed, the highest priority is given to unadjusted quoted prices in active markets and the lowest priority to unobservable inputs that reflect the Company's significant market assumptions. The level in the fair value hierarchy within which the fair value measurement is reported is based on the lowest level input that is significant to the measurement in its entirety. The three levels of the hierarchy are as follows:

- Level 1—Unadjusted quoted market prices for identical assets or liabilities in active markets that the Company has the ability to access.
- Level 2—Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; or valuations based on models where the significant inputs are observable (e.g., interest rates, yield curves, prepayment speeds, default rates, loss severities, etc.) or can be corroborated by observable market data.
- Level 3—Valuations based on models where significant inputs are not observable. The unobservable inputs reflect the Company's own assumptions about the inputs that market participants would use.

### ***Valuation of Investments Reported at Fair Value in Financial Statements***

The fair value of a financial instrument is the estimated amount at which the instrument could be exchanged in an orderly transaction between knowledgeable, unrelated, willing parties, i.e., not in a forced transaction. The estimated fair value of a financial instrument may differ from the amount that could be realized if the security was sold in an immediate sale, e.g., a forced transaction. Additionally, the valuation of investments is more subjective when markets are less liquid due to the lack of market based inputs, which may increase the potential that the estimated fair value of an investment is not reflective of the price at which an actual transaction would occur.

For investments that have quoted market prices in active markets, the Company uses the unadjusted quoted market prices as fair value and includes these prices in the amounts disclosed in Level 1 of the hierarchy. The Company receives the quoted market prices from third party, nationally recognized pricing services. When quoted market prices are unavailable, the Company utilizes these pricing services to determine an estimate of fair value. The fair value estimates provided from these pricing services are included in the amount disclosed in Level 2 of the hierarchy. If quoted market prices and an estimate from a pricing service are unavailable, the Company produces an estimate of fair value based on internally developed valuation techniques, which, depending on the level of observable market inputs, will render the fair value estimate as Level 2 or Level 3. The Company bases all of its estimates of fair value for assets on the bid price as it represents what a third-party market participant would be willing to pay in an arm's length transaction.

### ***Fixed Maturities***

The Company utilized a pricing service to estimate fair value measurements for approximately 98% of its fixed maturities at both December 31, 2015 and 2014. The pricing service utilizes market quotations for fixed maturity securities that have quoted prices in active markets. Since fixed maturities other than U.S. Treasury securities generally do not trade on a daily basis, the pricing service prepares estimates of fair value measurements for these securities using its proprietary pricing applications, which include available relevant market information, benchmark curves, benchmarking of like securities, sector groupings and matrix pricing. Additionally, the pricing service uses an Option Adjusted Spread model to develop prepayment and interest rate scenarios.

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The pricing service evaluates each asset class based on relevant market information, relevant credit information, perceived market movements and sector news. The market inputs utilized in the pricing evaluation, listed in the approximate order of priority, include: benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, reference data, and industry and economic events. The extent of the use of each market input depends on the asset class and the market conditions. Depending on the security, the priority of the use of inputs may change or some market inputs may not be relevant. For some securities, additional inputs may be necessary.

The pricing service utilized by the Company has indicated that it will only produce an estimate of fair value if there is objectively verifiable information to produce a valuation. If the pricing service discontinues pricing an investment, the Company would be required to produce an estimate of fair value using some of the same methodologies as the pricing service but would have to make assumptions for any market-based inputs that were unavailable due to market conditions.

The fair value estimates of most fixed maturity investments are based on observable market information rather than market quotes. Accordingly, the estimates of fair value for such fixed maturities, other than U.S. Treasury securities, provided by the pricing service are included in the amount disclosed in Level 2 of the hierarchy. The estimated fair value of U.S. Treasury securities is included in the amount disclosed in Level 1 as the estimates are based on unadjusted market prices.

The Company reviews the estimates of fair value provided by the pricing service and compares the estimates to the Company's knowledge of the market to determine if the estimates obtained are representative of the prices in the market. In addition, the Company has periodic discussions with the pricing service to discuss and understand any changes in process and their responsiveness to changes occurring in the markets. The Company produces a report monthly that lists all price changes from the previous month in excess of 10%. The Company reviews the report and will challenge any prices deemed not to be representative of fair value. In addition, the Company has implemented various other processes including randomly selecting purchased or sold securities and comparing execution prices to the estimates from the pricing service as well as reviewing reports that contain securities whose valuation did not change from their previous valuation (stale price review). The Company also uses an additional independent pricing service to further test the primary pricing service's valuation of the Company's fixed maturity portfolio. These processes have not highlighted any significant issues with the fair value estimates received from the pricing service.

The Company also holds certain fixed maturity investments which are not priced by the pricing service and, accordingly, estimates the fair value of such fixed maturities using an internal matrix that is based on market information regarding interest rates, credit spreads and liquidity. The underlying source data for calculating the matrix of credit spreads relative to the U.S. Treasury curve are the BofA Merrill Lynch U.S. Corporate Index and the BofA Merrill Lynch High Yield BB Rated Index. The Company includes the fair value estimates of these corporate bonds in Level 2, since all significant inputs are market observable.

While the vast majority of the Company's fixed maturities are included in Level 2, the Company holds a number of municipal bonds and corporate bonds which are not valued by the pricing service and estimates the fair value of these bonds using an internal pricing matrix with some unobservable inputs that are significant to the valuation. Due to the limited amount of observable market information, the Company includes the fair value estimates for these particular bonds in Level 3. The fair value of the fixed maturities for which the Company used an internal pricing matrix was \$101 million and \$92 million at December 31, 2015 and 2014, respectively. Additionally, the Company holds a small amount of other fixed maturity investments that have characteristics that make them unsuitable for matrix pricing. For these fixed maturities, the Company obtains a quote from a broker (primarily the market maker). The fair value of the fixed maturities for which the Company received a

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broker quote was \$117 million and \$140 million at December 31, 2015 and 2014, respectively. Due to the disclaimers on the quotes that indicate that the price is indicative only, the Company includes these fair value estimates in Level 3.

*Non-Fixed Maturities and Other Investments Not Reported at Fair Value*

See note 4 of notes to the consolidated financial statements herein for a discussion of the determination of fair value of non-fixed maturities and valuation of investments not reported at fair value in the financial statements.

**Investment Impairments**

The Company conducts a periodic review to identify and evaluate invested assets having other-than-temporary impairments. Some of the factors considered in identifying other-than-temporary impairments include: (1) for fixed maturity investments, whether the Company intends to sell the investment or whether it is more likely than not that the Company will be required to sell the investment prior to an anticipated recovery in value; (2) for non-fixed maturity investments, the Company's ability and intent to retain the investment for a reasonable period of time sufficient to allow for an anticipated recovery in value; (3) the likelihood of the recoverability of principal and interest for fixed maturity securities (i.e., whether there is a credit loss) or cost for equity securities; (4) the length of time and extent to which the fair value has been less than amortized cost for fixed maturity securities or cost for equity securities; and (5) the financial condition, near-term and long-term prospects for the issuer, including the relevant industry conditions and trends, and implications of rating agency actions and offering prices.

*Other-Than-Temporary Impairments of Fixed Maturities and Equity Securities*

For fixed maturity investments that the Company does not intend to sell or for which it is more likely than not that the Company would not be required to sell before an anticipated recovery in value, the Company separates the credit loss component of the impairment from the amount related to all other factors and reports the credit loss component in net realized investment gains (losses). The impairment related to all other factors is reported in other comprehensive income.

For equity securities (including public common and non-redeemable preferred stock) and for fixed maturity investments the Company intends to sell or for which it is more likely than not that the Company will be required to sell before an anticipated recovery in value, the full amount of the impairment is included in net realized investment gains (losses).

Upon recognizing an other-than-temporary impairment, the new cost basis of the investment is the previous amortized cost basis less the other-than-temporary impairment recognized in net realized investment gains (losses). The new cost basis is not adjusted for any subsequent recoveries in fair value; however, for fixed maturity investments the difference between the new cost basis and the expected cash flows is accreted on a quarterly basis to net investment income over the remaining expected life of the investment.

Due to the subjective nature of the Company's analysis and estimates of future cash flows, along with the judgment that must be applied in the analysis, it is possible that the Company could reach a different conclusion whether or not to impair a security if it had access to additional information about the issuer. Additionally, it is possible that the issuer's actual ability to meet contractual obligations may be different than what the Company determined during its analysis, which may lead to a different impairment conclusion in future periods.

See note 1 of notes to the consolidated financial statements herein for a further discussion of investment impairments.

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**Goodwill and Other Intangible Assets Impairments**

See note 1 of notes to the consolidated financial statements herein for a discussion of impairments of goodwill and other intangible assets.

**OTHER UNCERTAINTIES**

For a discussion of other risks and uncertainties that could impact the Company's results of operations or financial position, see note 16 of notes to the consolidated financial statements and "Item 1A—Risk Factors" herein.

**FUTURE APPLICATION OF ACCOUNTING STANDARDS**

See note 1 of the notes to the consolidated financial statements herein for a discussion of recently issued accounting standards updates.

The Company is required to prepare its financial statements in accordance with U.S. Generally Accepted Accounting Principles (GAAP), as promulgated by the Financial Accounting Standards Board (FASB). Since 2002 the Securities and Exchange Commission (SEC) has been evaluating whether, when and how International Financial Reporting Standards (IFRS) should be incorporated into the U.S. financial reporting system. This initiative resulted in a bilateral convergence program of the FASB and the International Accounting Standards Board (IASB) that is winding down. As a result of this initiative, the FASB has implemented a three-part strategy for seeking greater comparability in accounting standards internationally going forward that is not exclusively based on coordination with the IASB:

1. Developing high-quality GAAP standards;
2. Actively participating in the development of IFRS; and
3. Enhancing relationships and communications with other national standards setters.

More recently, the SEC is seeking feedback on other alternatives that might be explored in addition to further incorporation of or alignment with IFRS. Allowing U.S. companies to provide voluntary, supplemental IFRS-based financial information—in addition to the required GAAP financial statements—was cited as an example of such an alternative. Under this concept, the IFRS information would not be considered "non-GAAP" information. As a result, U.S. companies would not be required to reconcile the IFRS information with the required GAAP financial statements.

As the formal bilateral convergence program winds down, the FASB and IASB are expected to complete the projects that address the following significant areas of accounting:

*Accounting for Insurance Contracts:* In February 2014, the FASB discontinued its full insurance project and instead decided to make targeted changes to U.S. GAAP for insurance contracts. The FASB decided to retain the current measurement and presentation of property and casualty insurance contracts in the financial statements and issue new, expanded disclosure requirements that are effective with 2016 year-end reporting.

*Accounting for Financial Instruments:* In 2014, the IASB issued a final financial instruments standard with an effective date of January 1, 2018. The FASB instead addressed the financial instruments project in three phases; recognition and measurement, impairment, and hedge accounting. In January 2016, the FASB issued an accounting standards update to financial instruments guidance for recognition and measurement, including impairment guidance related to equity investments, with an effective date of January 1, 2018. The targeted changes essentially achieved convergence in the major areas of recognition and measurement for equity investments. The FASB has tentatively decided on a

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different model for impairments of debt financial instruments than the IASB and is expected to issue a final update, *Financial Instruments—Credit Losses*, in 2016.

*Accounting for Leases:* Both the FASB and IASB have been working on the accounting for leases project. The FASB has concluded that a dual approach for lessee accounting (operating and finance leases) is appropriate and is expected to issue a new standard shortly, while the IASB has issued a standard that uses a single model approach (finance lease). Accordingly these two models will have differences in income statement presentation.

As a result of these actions, the FASB and IASB will have different insurance, financial instrument and lease accounting standards that could result in the Company having to apply accounting standards for its consolidated financial statements that are different from the accounting standard used for local reporting in foreign jurisdictions.

### **FORWARD-LOOKING STATEMENTS**

This report contains, and management may make, certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, may be forward-looking statements. Words such as "may," "will," "should," "likely," "anticipates," "expects," "intends," "plans," "projects," "believes," "estimates" and similar expressions are used to identify these forward-looking statements. These statements include, among other things, the Company's statements about:

- the Company's outlook and its future results of operations and financial condition (including, among other things, premium volume, premium rates, margins, net and operating income, investment income and performance, loss costs, return on equity, and expected current returns and combined ratios);
- share repurchase plans;
- future pension plan contributions;
- the sufficiency of the Company's asbestos and other reserves;
- the impact of emerging claims issues as well as other insurance and non-insurance litigation;
- the cost and availability of reinsurance coverage;
- catastrophe losses;
- the impact of investment, economic (including rapid changes in commodity prices, such as a significant decline in oil and gas prices, as well as fluctuations in foreign currency exchange rates) and underwriting market conditions; and
- strategic initiatives to improve profitability and competitiveness.

The Company cautions investors that such statements are subject to risks and uncertainties, many of which are difficult to predict and generally beyond the Company's control, that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements.

For a discussion of some of the factors that could cause actual results to differ, see "Item 1A—Risk Factors" and "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations."

The Company's forward-looking statements speak only as of the date of this report or as of the date they are made, and the Company undertakes no obligation to update its forward-looking statements.

**Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

**MARKET RISK**

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates (inclusive of credit spreads), foreign currency exchange rates and other relevant market rate or price changes. Market risk is directly influenced by the volatility and liquidity in the markets in which the related underlying assets are traded. The following is a discussion of the Company's primary market risk exposures and how those exposures are managed as of December 31, 2015. The Company's market risk sensitive instruments, including derivatives, are primarily entered into for purposes other than trading.

The carrying value of the Company's investment portfolio at December 31, 2015 and 2014 was \$70.47 billion and \$73.26 billion, respectively, of which 86% and 87% was invested in fixed maturity securities, respectively. At December 31, 2015 and 2014, approximately 7.4% and 8.7%, respectively, of the Company's invested assets were denominated in foreign currencies. The Company's exposure to equity price risk is not significant. The Company has no direct commodity risk and is not a party to any credit default swaps.

The primary market risks to the investment portfolio are interest rate risk and credit risk associated with investments in fixed maturity securities. The portfolio duration is primarily managed through cash market transactions and treasury futures transactions. For additional information regarding the Company's investments, see notes 3 and 4 of notes to the consolidated financial statements herein as well as the "Investment Portfolio" and "Outlook" sections of "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations."

The primary market risk for all of the Company's debt is interest rate risk at the time of refinancing. The Company monitors the interest rate environment and evaluates refinancing opportunities as maturity dates approach. For additional information regarding the Company's debt see note 8 of notes to the consolidated financial statements herein as well as the "Liquidity and Capital Resources" section of "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations."

The Company's foreign exchange market risk exposure is concentrated in the Company's invested assets, insurance reserves and shareholders' equity denominated in foreign currencies. Cash flows from the Company's foreign operations are the primary source of funds for the purchase of investments denominated in foreign currencies. The Company purchases these investments primarily to fund insurance reserves and other liabilities denominated in the same currency, effectively reducing its foreign currency exchange rate exposure. Invested assets denominated in the Canadian dollar comprised approximately 4.4% and 5.2% of the total invested assets at December 31, 2015 and 2014, respectively. Invested assets denominated in the British Pound Sterling comprised approximately 2.1% and 2.2% of total invested assets at December 31, 2015 and 2014, respectively. Invested assets denominated in other currencies at December 31, 2015 and 2014 were not material.

There were no other significant changes in the Company's primary market risk exposures or in how those exposures were managed for the year ended December 31, 2015 compared to the year ended December 31, 2014. The Company does not currently anticipate significant changes in its primary market risk exposures or in how those exposures are managed in future reporting periods based upon what is known or expected to be in effect in future reporting periods.

Included in the Company's fixed maturity, equity security and other investment portfolios are exposures to the energy sector. The Company's fixed maturity portfolio at December 31, 2015 included \$1.70 billion of securities issued by companies in the energy sector. Approximately 92% of those fixed maturity investments are rated at investment-grade with an average credit rating of "A2," with integrated oil and gas companies representing the largest single industry. The Company's equity

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securities portfolio at December 31, 2015 included \$274 million of holdings directly related to the energy sector, with the majority of holdings concentrated in the energy infrastructure sector. Included in other investments at December 31, 2015 were energy-focused private equity funds totaling \$330 million, which are diversified across 52 separate private equity funds. The energy sector has been under pressure due to the lower price of oil. A prolonged downturn in the energy sector could impact the value of the Company's investment portfolio, reduce net investment income and could result in realized and/or unrealized investment losses on these holdings.

## **SENSITIVITY ANALYSIS**

Sensitivity analysis is defined as the measurement of potential loss in future earnings, fair values or cash flows of market sensitive instruments resulting from one or more selected hypothetical changes in interest rates and other market rates or prices over a selected period of time. In the Company's sensitivity analysis model, a hypothetical change in market rates is selected that is expected to reflect reasonably possible near-term changes in those rates. "Near-term" means a period of time going forward up to one year from the date of the consolidated financial statements. Actual results may differ from the hypothetical change in market rates assumed in this disclosure, especially since this sensitivity analysis does not reflect the results of any actions that would be taken by the Company to mitigate such hypothetical losses in fair value.

### **Interest Rate Risk**

In this sensitivity analysis model, the Company uses fair values to measure its potential loss. The sensitivity analysis model includes the following financial instruments entered into for purposes other than trading: fixed maturities, non-redeemable preferred stocks, mortgage loans, short-term securities, debt and derivative financial instruments. The primary market risk to the Company's market sensitive instruments is interest rate risk (inclusive of credit spreads). The sensitivity analysis model uses various basis point changes in interest rates to measure the hypothetical change in fair value of financial instruments included in the model.

For invested assets with primary exposure to interest rate risk, estimates of portfolio duration and convexity are used to model the loss of fair value that would be expected to result from a parallel increase in interest rates. Durations on invested assets are adjusted for call, put and interest rate reset features. Durations on tax-exempt securities are adjusted for the fact that the yields on such securities do not normally move in lockstep with changes in the U.S. Treasury curve. Fixed maturity portfolio durations are calculated on a market value weighted basis, including accrued interest, using holdings as of December 31, 2015 and 2014.

For debt, the change in fair value is determined by calculating hypothetical December 31, 2015 and 2014 ending prices based on yields adjusted to reflect a 100 basis point change, comparing such hypothetical ending prices to actual ending prices, and multiplying the difference by the par or securities outstanding.

The sensitivity analysis model used by the Company produces a loss in fair value of market sensitive instruments of approximately \$2.00 billion and \$1.77 billion based on a 100 basis point increase in interest rates at December 31, 2015 and 2014, respectively.

The loss estimates do not take into account the impact of possible interventions that the Company might reasonably undertake in order to mitigate or avoid losses that would result from emerging interest rate trends. In addition, the loss value only reflects the impact of an interest rate increase on the fair value of the Company's financial instruments.

**Foreign Currency Exchange Rate Risk**

The Company uses fair values of investment securities to measure its potential loss from foreign denominated investments. A hypothetical 10% reduction in value of foreign denominated investments is used to estimate the impact on the market value of the foreign denominated holdings. The Company's analysis indicates that a hypothetical 10% reduction in the value of foreign denominated investments would be expected to produce a loss in fair value of approximately \$522 million and \$635 million at December 31, 2015 and 2014, respectively.

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**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

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**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
The Travelers Companies, Inc.:

We have audited the accompanying consolidated balance sheet of The Travelers Companies, Inc. and subsidiaries (the Company) as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Travelers Companies, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), The Travelers Companies, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 11, 2016 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

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KPMG LLP

New York, New York  
February 11, 2016

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF INCOME**

(in millions, except per share amounts)

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Premiums	\$ 23,874	\$ 23,713	\$ 22,637
Net investment income	2,379	2,787	2,716
Fee income	445	438	395
Net realized investment gains(1)	3	79	166
Other revenues	99	145	277
<b>Total revenues</b>	<u>26,800</u>	<u>27,162</u>	<u>26,191</u>
<b>Claims and expenses</b>			
Claims and claim adjustment expenses	13,723	13,870	13,307
Amortization of deferred acquisition costs	3,885	3,882	3,821
General and administrative expenses	4,079	3,952	3,757
Interest expense	373	369	361
<b>Total claims and expenses</b>	<u>22,060</u>	<u>22,073</u>	<u>21,246</u>
<b>Income before income taxes</b>	<u>4,740</u>	<u>5,089</u>	<u>4,945</u>
Income tax expense	1,301	1,397	1,272
<b>Net income</b>	<u>\$ 3,439</u>	<u>\$ 3,692</u>	<u>\$ 3,673</u>
<b>Net income per share</b>			
Basic	<u>\$ 10.99</u>	<u>\$ 10.82</u>	<u>\$ 9.84</u>
Diluted	<u>\$ 10.88</u>	<u>\$ 10.70</u>	<u>\$ 9.74</u>
<b>Weighted average number of common shares outstanding</b>			
Basic	<u>310.6</u>	<u>338.8</u>	<u>370.3</u>
Diluted	<u>313.9</u>	<u>342.5</u>	<u>374.3</u>
<b>Cash dividends declared per common share</b>	<u>\$ 2.38</u>	<u>\$ 2.15</u>	<u>\$ 1.96</u>

- (1) Total other-than-temporary impairment (OTTI) losses were \$(54) million, \$(22) million and \$(10) million for the years ended December 31, 2015, 2014 and 2013, respectively. Of total OTTI, credit losses of \$(52) million, \$(26) million and \$(15) million for the years ended December 31, 2015, 2014 and 2013, respectively, were recognized in net realized investment gains. In addition, unrealized gains (losses) from other changes in total OTTI of \$(2) million, \$4 million and \$5 million for the years ended December 31, 2015, 2014 and 2013, respectively, were recognized in other comprehensive income (loss) as part of changes in net unrealized gains on investment securities having credit losses recognized in the consolidated statement of income.

The accompanying notes are an integral part of the consolidated financial statements.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**  
**(in millions)**

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Net income</b>	<b><u>\$ 3,439</u></b>	<b><u>\$ 3,692</u></b>	<b><u>\$ 3,673</u></b>
<b>Other comprehensive income (loss):</b>			
Changes in net unrealized gains on investment securities:			
Having no credit losses recognized in the consolidated statement of income	<b>(1,020)</b>	976	(2,734)
Having credit losses recognized in the consolidated statement of income	<b>(14)</b>	2	3
Net changes in benefit plan assets and obligations	<b>66</b>	(494)	647
Net changes in unrealized foreign currency translation	<b>(461)</b>	(289)	(112)
<b>Other comprehensive income (loss) before income taxes</b>	<b><u>(1,429)</u></b>	<u>195</u>	<u>(2,196)</u>
Income tax expense (benefit)	<b>(392)</b>	125	(770)
<b>Other comprehensive income (loss), net of taxes</b>	<b><u>(1,037)</u></b>	<u>70</u>	<u>(1,426)</u>
<b>Comprehensive income</b>	<b><u>\$ 2,402</u></b>	<b><u>\$ 3,762</u></b>	<b><u>\$ 2,247</u></b>

The accompanying notes are an integral part of the consolidated financial statements.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****CONSOLIDATED BALANCE SHEET**

(in millions)

<u>At December 31,</u>	<u>2015</u>	<u>2014</u>
<b>Assets</b>		
Fixed maturities, available for sale, at fair value (amortized cost \$58,878 and \$60,801)	\$ 60,658	\$ 63,474
Equity securities, available for sale, at fair value (cost \$528 and \$579)	705	899
Real estate investments	989	938
Short-term securities	4,671	4,364
Other investments	3,447	3,586
<b>Total investments</b>	<u>70,470</u>	<u>73,261</u>
Cash	380	374
Investment income accrued	642	685
Premiums receivable	6,437	6,298
Reinsurance recoverables	8,910	9,260
Ceded unearned premiums	656	678
Deferred acquisition costs	1,849	1,835
Deferred taxes	296	33
Contractholder receivables	4,374	4,362
Goodwill	3,573	3,611
Other intangible assets	279	304
Other assets	2,318	2,377
<b>Total assets</b>	<u>\$ 100,184</u>	<u>\$ 103,078</u>
<b>Liabilities</b>		
Claims and claim adjustment expense reserves	\$ 48,295	\$ 49,850
Unearned premium reserves	11,971	11,839
Contractholder payables	4,374	4,362
Payables for reinsurance premiums	296	336
Debt	6,344	6,349
Other liabilities	5,306	5,506
<b>Total liabilities</b>	<u>76,586</u>	<u>78,242</u>
<b>Shareholders' equity</b>		
Common stock (1,750.0 shares authorized; 295.9 and 322.2 shares issued and outstanding)	22,172	21,843
Retained earnings	29,945	27,251
Accumulated other comprehensive income (loss)	(157)	880
Treasury stock, at cost (467.6 and 437.3 shares)	(28,362)	(25,138)
<b>Total shareholders' equity</b>	<u>23,598</u>	<u>24,836</u>
<b>Total liabilities and shareholders' equity</b>	<u>\$ 100,184</u>	<u>\$ 103,078</u>

The accompanying notes are an integral part of the consolidated financial statements.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

(in millions)

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Common stock</b>			
Balance, beginning of year	\$ 21,843	\$ 21,500	\$ 21,161
Employee share-based compensation	133	149	158
Compensation amortization under share-based plans and other changes	196	194	181
Balance, end of year	<u>22,172</u>	<u>21,843</u>	<u>21,500</u>
<b>Retained earnings</b>			
Balance, beginning of year	27,251	24,291	21,352
Net income	3,439	3,692	3,673
Dividends	(744)	(735)	(734)
Other	(1)	3	—
Balance, end of year	<u>29,945</u>	<u>27,251</u>	<u>24,291</u>
<b>Accumulated other comprehensive income (loss), net of tax</b>			
Balance, beginning of year	880	810	2,236
Other comprehensive income (loss)	(1,037)	70	(1,426)
Balance, end of year	<u>(157)</u>	<u>880</u>	<u>810</u>
<b>Treasury stock, at cost</b>			
Balance, beginning of year	(25,138)	(21,805)	(19,344)
Treasury stock acquired—share repurchase authorization	(3,150)	(3,275)	(2,400)
Net shares acquired related to employee share-based compensation plans	(74)	(58)	(61)
Balance, end of year	<u>(28,362)</u>	<u>(25,138)</u>	<u>(21,805)</u>
<b>Total shareholders' equity</b>	<u>\$ 23,598</u>	<u>\$ 24,836</u>	<u>\$ 24,796</u>
<b>Common shares outstanding</b>			
Balance, beginning of year	322.2	353.5	377.4
Treasury stock acquired—share repurchase authorization	(29.6)	(35.1)	(28.4)
Net shares issued under employee share-based compensation plans	3.3	3.8	4.5
Balance, end of year	<u>295.9</u>	<u>322.2</u>	<u>353.5</u>

The accompanying notes are an integral part of the consolidated financial statements.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF CASH FLOWS**

(in millions)

<b>For the year ended December 31,</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Cash flows from operating activities</b>			
Net income	\$ 3,439	\$ 3,692	\$ 3,673
Adjustments to reconcile net income to net cash provided by operating activities			
Net realized investment gains	(3)	(79)	(166)
Depreciation and amortization	818	864	867
Deferred federal income tax expense	117	121	167
Amortization of deferred acquisition costs	3,885	3,882	3,821
Equity in income from other investments	(218)	(486)	(357)
Premiums receivable	(185)	(207)	54
Reinsurance recoverables	272	400	1,284
Deferred acquisition costs	(3,920)	(3,926)	(3,759)
Claims and claim adjustment expense reserves	(1,075)	(704)	(2,057)
Unearned premium reserves	248	73	27
Other	56	63	262
Net cash provided by operating activities	<u>3,434</u>	<u>3,693</u>	<u>3,816</u>
<b>Cash flows from investing activities</b>			
Proceeds from maturities of fixed maturities	11,116	10,894	7,904
Proceeds from sales of investments:			
Fixed maturities	1,950	1,049	1,635
Equity securities	59	158	86
Real estate investments	31	15	18
Other investments	713	855	762
Purchases of investments:			
Fixed maturities	(12,090)	(11,325)	(9,467)
Equity securities	(49)	(52)	(57)
Real estate investments	(123)	(48)	(107)
Other investments	(534)	(554)	(446)
Net sales (purchases) of short-term securities	(326)	(498)	111
Securities transactions in the course of settlement	(113)	82	21
Acquisitions, net of cash acquired	(13)	(12)	(997)
Other	(304)	(358)	(373)
Net cash provided by (used in) investing activities	<u>317</u>	<u>206</u>	<u>(910)</u>
<b>Cash flows from financing activities</b>			
Treasury stock acquired—share repurchase authorization	(3,150)	(3,275)	(2,400)
Treasury stock acquired—net employee share-based compensation	(74)	(57)	(61)
Dividends paid to shareholders	(739)	(729)	(729)
Payment of debt	(400)	—	(500)
Issuance of debt	392	—	494
Issuance of common stock-employee share options	183	195	206
Excess tax benefits from share-based payment arrangements	55	57	51
Net cash used in financing activities	<u>(3,733)</u>	<u>(3,809)</u>	<u>(2,939)</u>
Effect of exchange rate changes on cash	(12)	(10)	(3)
Net increase (decrease) in cash	6	80	(36)
Cash at beginning of year	374	294	330
<b>Cash at end of year</b>	<u>\$ 380</u>	<u>\$ 374</u>	<u>\$ 294</u>
<b>Supplemental disclosure of cash flow information</b>			
Income taxes paid	\$ 1,207	\$ 1,147	\$ 1,057
Interest paid	\$ 365	\$ 365	\$ 355

The accompanying notes are an integral part of the consolidated financial statements.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The consolidated financial statements include the accounts of The Travelers Companies, Inc. (together with its subsidiaries, the Company). The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and claims and expenses during the reporting period. Actual results could differ from those estimates. Certain reclassifications have been made to the 2014 and 2013 financial statements to conform to the 2015 presentation. All material intercompany transactions and balances have been eliminated.

On November 1, 2013, the Company acquired all of the issued and outstanding shares of The Dominion of Canada General Insurance Company (Dominion) for an aggregate purchase price of approximately \$1.035 billion. Dominion primarily markets personal lines and small commercial insurance business in Canada. At the acquisition date, the Company recorded at fair value \$3.91 billion of assets acquired and \$2.88 billion of liabilities assumed as part of purchase accounting, including \$16 million of identifiable intangible assets and \$273 million of goodwill. Dominion is included in the Company's Business and International Insurance segment. The unearned premium reserve related to the acquired insurance and reinsurance contracts was carried over and included in the Company's unearned premium reserve. Premium revenue from the acquired business is recognized on a pro rata basis beginning with the acquisition date over the remaining policy terms in accordance with the Company's accounting policy. The Company recognized an intangible asset for the value of business acquired (VOBA) of \$76 million at the acquisition date. VOBA represented the present value of future gross profits of the business acquired from Dominion, was reported as part of the Company's deferred acquisition costs, and was amortized in proportion to the premium revenue recognized from the acquired business.

**Adoption of Accounting Standards**

*Presentation of Financial Statements and Property, Plant, and Equipment: Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*

In April 2014, the Financial Accounting Standards Board (FASB) issued revised guidance to reduce diversity in practice for reporting discontinued operations. Under the previous guidance, any component of an entity that was a reportable segment, an operating segment, a reporting unit, a subsidiary or an asset group was eligible for discontinued operations presentation. The revised guidance only allows disposals of components of an entity that represent a strategic shift (e.g., disposal of a major geographical area, a major line of business, a major equity method investment or other major parts of an entity) and that have a major effect on a reporting entity's operations and financial results to be reported as discontinued operations. The revised guidance also requires expanded disclosure in the financial statements for discontinued operations as well as for disposals of significant components of an entity that do not qualify for discontinued operations presentation. The updated guidance was effective for the quarter ending March 31, 2015. The adoption of this guidance did not have any effect on the Company's results of operations, financial position or liquidity.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Other Accounting Standards Not Yet Adopted**

*Revenue from Contracts with Customers*

In May 2014, the FASB issued updated guidance to clarify the principles for recognizing revenue. While insurance contracts are not within the scope of this updated guidance, the Company's fee income related to providing claims and policy management services as well as claim and loss prevention services will be subject to this updated guidance.

The updated guidance requires an entity to recognize revenue as performance obligations are met, in order to reflect the transfer of promised goods or services to customers in an amount that reflects the consideration the entity is entitled to receive for those goods or services. The following steps are applied in the updated guidance: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when, or as, the entity satisfies a performance obligation.

In July 2015, the FASB deferred the effective date of the updated guidance by one year. The updated guidance is effective for the quarter ending March 31, 2018. The adoption of this guidance is not expected to have a material effect on the Company's results of operations, financial position or liquidity.

*Compensation—Stock Compensation: Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period*

In June 2014, the FASB issued updated guidance to resolve diversity in practice concerning employee share-based payments that contain performance targets that could be achieved after the requisite service period. Many reporting entities account for performance targets that could be achieved after the requisite service period as performance conditions that affect the vesting of the award and, therefore, do not reflect the performance targets in the estimate of the grant-date fair value of the award. Other reporting entities treat those performance targets as nonvesting conditions that affect the grant-date fair value of the award.

The updated guidance requires that a performance target that affects vesting and that can be achieved after the requisite service period be treated as a performance condition. As such, the performance target that affects vesting should not be reflected in estimating the fair value of the award at the grant date. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the periods for which service has been rendered. If the performance target becomes probable of being achieved before the end of the service period, the remaining unrecognized compensation cost for which requisite service has not yet been rendered is recognized prospectively over the remaining service period. The total amount of compensation cost recognized during and after the service period should reflect the number of awards that are expected to vest and should be adjusted to reflect those awards that ultimately vest.

The updated guidance is effective for annual and interim periods beginning after December 15, 2015, with early adoption permitted. The adoption of this guidance is not expected to have a material effect on the Company's results of operations, financial position or liquidity.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*Presentation of Financial Statements: Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*

In August 2014, the FASB issued guidance to address the diversity in practice in determining when there is substantial doubt about an entity's ability to continue as a going concern and when an entity must disclose certain relevant conditions and events. The new guidance requires an entity to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued). The new guidance allows the entity to consider the mitigating effects of management's plans that will alleviate the substantial doubt and requires certain disclosures when substantial doubt is alleviated as a result of consideration of management's plans. If conditions or events raise substantial doubt that is not alleviated, an entity should disclose that there is substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or available to be issued), along with the principal conditions or events that raise substantial doubt, management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations and management's plans that are intended to mitigate those conditions. The guidance is effective for annual periods ending after December 15, 2016, and interim and annual periods thereafter.

*Derivatives and Hedging: Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share Is More Akin to Debt or to Equity*

In November 2014, the FASB issued updated guidance to clarify when the separation of certain embedded derivative features in a hybrid financial instrument that is issued in the form of a share is required. That is, an entity will continue to evaluate whether the economic characteristics and risks of the embedded derivative feature are clearly and closely related to those of the host contract. Specifically, the amendments clarify that an entity should consider all relevant terms and features, including the embedded derivative feature being evaluated for bifurcation, in evaluating the nature of the host contract. Furthermore, the amendments clarify that no single term or feature would necessarily determine the economic characteristics and risks of the host contract. Rather, the nature of the host contract depends upon the economic characteristics and risks of the entire hybrid financial instrument. The updated guidance is effective for reporting periods beginning after December 15, 2015. Early adoption is permitted. The adoption of this guidance is not expected to have a material effect on the Company's results of operations, financial position or liquidity.

*Consolidation: Amendments to the Consolidation Analysis*

In February 2015, the FASB issued updated guidance that makes targeted amendments to the current consolidation accounting guidance. The update is in response to accounting complexity concerns, particularly from the asset management industry. The guidance simplifies consolidation accounting by reducing the number of approaches to consolidation, provides a scope exception to registered money market funds and similar unregistered money market funds and ends the indefinite deferral granted to investment companies from applying the variable interest entity guidance. The updated guidance is effective for annual and interim periods beginning after December 15, 2015. The adoption of this guidance is not expected to have a material effect on the Company's results of operations, financial position or liquidity.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*Interest—Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs*

In April 2015, the FASB issued updated guidance to clarify the required presentation of debt issuance costs. The amended guidance requires that debt issuance costs be presented in the balance sheet as a direct reduction from the carrying amount of the recognized debt liability, consistent with the treatment of debt discounts. Amortization of debt issuance costs is to be reported as interest expense. The recognition and measurement guidance for debt issuance costs are not affected by the updated guidance. The updated guidance is effective for reporting periods beginning after December 15, 2015. Early adoption is permitted. The updated guidance is consistent with the Company's accounting policy and its adoption will not have any effect on the Company's results of operations, financial position or liquidity.

*Business Combinations: Simplifying the Accounting for Measurement-Period Adjustments*

In September 2015, the FASB issued updated guidance regarding business combinations that requires an acquirer to recognize post-close measurement adjustments for provisional amounts in the period the adjustment amounts are determined rather than retrospectively. The acquirer is also required to recognize, in the same period's financial statements, the effect on earnings of changes in depreciation, amortization, or other income effects, if any, as a result of the provisional amount, calculated as if the accounting had been completed at the acquisition date. The updated guidance is to be applied prospectively effective for annual and interim periods beginning after December 15, 2015. In connection with business combinations which have already been completed, the adoption of this guidance is not expected to have a material effect on the Company's results of operations, financial position or liquidity.

*Financial Instruments—Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*

In January 2016, the FASB issued updated guidance to address the recognition, measurement, presentation, and disclosure of certain financial instruments. The updated guidance requires equity investments, except those accounted for under the equity method of accounting, that have readily determinable fair value to be measured at fair value with changes in fair value recognized in net income. Equity investments that do not have readily determinable fair values may be remeasured at fair value either upon the occurrence of an observable price change or upon identification of an impairment. A qualitative assessment for impairment is required for equity investments without readily determinable fair values. The updated guidance also eliminates the requirement to disclose the method and significant assumptions used to estimate the fair value of financial instruments measured at amortized cost on the balance sheet. The updated guidance is effective for the quarter ending March 31, 2018 and will require recognition of a cumulative effect adjustment at adoption. The Company will not be able to determine the impact that the updated guidance will have on its results of operations until the updated guidance is adopted, but does not currently expect the adoption of this guidance to impact its financial position or liquidity.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Accounting Policies**

**Investments**

*Fixed Maturity and Equity Securities*

Fixed maturities include bonds, notes and redeemable preferred stocks. Fixed maturities, including instruments subject to securities lending agreements, are classified as available for sale and are reported at fair value, with unrealized investment gains and losses, net of income taxes, charged or credited directly to other comprehensive income. Equity securities, which include public common and non-redeemable preferred stocks, are classified as available for sale with changes in fair value, net of income taxes, charged or credited directly to other comprehensive income.

*Real Estate Investments*

The Company's real estate investments include warehouses, office buildings and other commercial land and properties that are directly owned. Real estate is recorded on the purchase date at the purchase price, which generally represents fair value, and is supported by internal analysis or external appraisals that use discounted cash flow analyses and other acceptable valuation techniques. Real estate held for investment purposes is subsequently carried at cost less accumulated depreciation.

Buildings are depreciated on a straight-line basis over the shorter of the expected useful life of the building or 39 years. Real estate held for sale is carried at lower of cost or fair value, less estimated costs to sell.

*Short-term Securities*

Short-term securities have an original maturity of less than one year and are carried at amortized cost, which approximates fair value.

*Other Investments*

*Investments in Private Equity Limited Partnerships, Hedge Funds and Real Estate Partnerships*

The Company uses the equity method of accounting for investments in private equity limited partnerships, hedge funds and real estate partnerships. The partnerships and the hedge funds generally report investments on their balance sheet at fair value. The financial statements prepared by the investee are received by the Company on a lag basis, with the lag period generally dependent upon the type of underlying investments. The private equity and real estate partnerships provide financial information quarterly which is generally available to investors, including the Company, within three to six months following the date of the reporting period. The hedge funds provide financial information monthly, which is generally available to investors within one month following the date of the reporting period. The Company regularly requests financial information from the partnerships prior to the receipt of the partnerships' financial statements and records any material information obtained from these requests in its consolidated financial statements.

*Other*

Also included in other investments are non-public common equities, preferred equities and derivatives. Non-public common equities and preferred equities are reported at fair value with changes

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

in fair value, net of income taxes, charged or credited directly to other comprehensive income. The Company's derivative financial instruments are carried at fair value, with the changes in fair value reflected in the consolidated statement of income in net realized investment gains (losses). For a further discussion of the derivatives used by the Company, see note 3.

**Net Investment Income**

Investment income from fixed maturities is recognized based on the constant effective yield method which includes an adjustment for estimated principal prepayments, if any. The effective yield used to determine amortization for fixed maturities subject to prepayment risk (e.g., asset-backed, loan-backed and structured securities) is recalculated and adjusted periodically based upon actual historical and/or projected future cash flows, which are obtained from a widely-accepted securities data provider. The adjustments to the yield for highly rated prepayable fixed maturities are accounted for using the retrospective method. The adjustments to the yield for non-highly rated prepayable fixed maturities are accounted for using the prospective method. Dividends on equity securities (including those with transfer restrictions) are recognized in income when declared. Rental income on real estate is recognized on a straight-line basis over the lease term. See note 3 for further discussion. Investments in private equity limited partnerships, hedge funds, real estate partnerships and joint ventures are accounted for using the equity method of accounting, whereby the Company's share of the investee's earnings or losses in the fund is reported in net investment income.

Accrual of income is suspended on non-securitized fixed maturities that are in default, or on which it is likely that future payments will not be made as scheduled. Interest income on investments in default is recognized only when payments are received. Investments included in the consolidated balance sheet that were not income-producing for the preceding 12 months were not material.

For fixed maturities where the Company records an other-than-temporary impairment, a determination is made as to the cause of the impairment and whether the Company expects a recovery in the value. For fixed maturities where the Company expects a recovery in value, not necessarily to par, the constant effective yield method is utilized, and the investment is amortized to the expected recovery amount.

**Investment Gains and Losses**

Net realized investment gains and losses are included as a component of pretax revenues based upon specific identification of the investments sold on the trade date. Included in net realized investment gains (losses) are other-than-temporary impairment losses on invested assets other than those investments accounted for using the equity method of accounting as described in the "Investment Impairments" section that follows.

**Investment Impairments**

The Company conducts a periodic review to identify and evaluate invested assets having other-than-temporary impairments. Some of the factors considered in identifying other-than-temporary impairments include: (1) for fixed maturity investments, whether the Company intends to sell the investment or whether it is more likely than not that the Company will be required to sell the investment prior to an anticipated recovery in value; (2) for non-fixed maturity investments, the Company's ability and intent to retain the investment for a reasonable period of time sufficient to allow

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

for an anticipated recovery in value; (3) the likelihood of the recoverability of principal and interest for fixed maturity securities (i.e., whether there is a credit loss) or cost for equity securities; (4) the length of time and extent to which the fair value has been less than amortized cost for fixed maturity securities or cost for equity securities; and (5) the financial condition, near-term and long-term prospects for the issuer, including the relevant industry conditions and trends, and implications of rating agency actions and offering prices.

*Other-Than-Temporary Impairments of Fixed Maturities and Equity Securities*

For fixed maturity investments that the Company does not intend to sell or for which it is more likely than not that the Company would not be required to sell before an anticipated recovery in value, the Company separates the credit loss component of the impairment from the amount related to all other factors and reports the credit loss component in net realized investment gains (losses). The impairment related to all other factors is reported in other comprehensive income.

For equity securities (including public common and non-redeemable preferred stock) and for fixed maturity investments the Company intends to sell or for which it is more likely than not that the Company will be required to sell before an anticipated recovery in value, the full amount of the impairment is included in net realized investment gains (losses).

Upon recognizing an other-than-temporary impairment, the new cost basis of the investment is the previous amortized cost basis less the other-than-temporary impairment recognized in net realized investment gains (losses). The new cost basis is not adjusted for any subsequent recoveries in fair value; however, for fixed maturity investments the difference between the new cost basis and the expected cash flows is accreted on a quarterly basis to net investment income over the remaining expected life of the investment.

*Determination of Credit Loss—Fixed Maturities*

The Company determines the credit loss component of fixed maturity investments by utilizing discounted cash flow modeling to determine the present value of the security and comparing the present value with the amortized cost of the security. If the amortized cost is greater than the present value of the expected cash flows, the difference is considered a credit loss and recognized in net realized investment gains (losses).

For non-structured fixed maturities (U.S. Treasury securities, obligations of U.S. government and government agencies and authorities, obligations of states, municipalities and political subdivisions, debt securities issued by foreign governments and certain corporate debt), the estimate of expected cash flows is determined by projecting a recovery value and a recovery time frame and assessing whether further principal and interest will be received. The determination of recovery value incorporates an issuer valuation assumption utilizing one or a combination of valuation methods as deemed appropriate by the Company. The Company determines the undiscounted recovery value by allocating the estimated value of the issuer to the Company's assessment of the priority of claims. The present value of the cash flows is determined by applying the effective yield of the security at the date of acquisition (or the most recent implied rate used to accrete the security if the implied rate has changed as a result of a previous impairment) and an estimated recovery time frame. Generally, that time frame for securities for which the issuer is in bankruptcy is 12 months. For securities for which the issuer is financially troubled but not in bankruptcy, that time frame is generally 24 months. Included in the present value calculation are

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

expected principal and interest payments; however, for securities for which the issuer is classified as bankrupt or in default, the present value calculation assumes no interest payments and a single recovery amount.

In estimating the recovery value, significant judgment is involved in the development of assumptions relating to a myriad of factors related to the issuer including, but not limited to, revenue, margin and earnings projections, the likely market or liquidation values of assets, potential additional debt to be incurred pre- or post-bankruptcy/restructuring, the ability to shift existing or new debt to different priority layers, the amount of restructuring/bankruptcy expenses, the size and priority of unfunded pension obligations, litigation or other contingent claims, the treatment of intercompany claims and the likely outcome with respect to inter-creditor conflicts.

For structured fixed maturity securities (primarily residential and commercial mortgage-backed securities and asset-backed securities), the Company estimates the present value of the security by projecting future cash flows of the assets underlying the securitization, allocating the flows to the various tranches based on the structure of the securitization and determining the present value of the cash flows using the effective yield of the security at the date of acquisition (or the most recent implied rate used to accrete the security if the implied rate has changed as a result of a previous impairment or changes in expected cash flows). The Company incorporates levels of delinquencies, defaults and severities as well as credit attributes of the remaining assets in the securitization, along with other economic data, to arrive at its best estimate of the parameters applied to the assets underlying the securitization. In order to project cash flows, the following assumptions are applied to the assets underlying the securitization: (1) voluntary prepayment rates, (2) default rates and (3) loss severity. The key assumptions made for the Prime, Alt-A and first-lien Sub-Prime mortgage-backed securities at December 31, 2015 were as follows:

<u>(at December 31, 2015)</u>	<u>Prime</u>	<u>Alt-A</u>	<u>Sub-Prime</u>
Voluntary prepayment rates	1% - 33%	3% - 18%	2% - 10%
Percentage of remaining pool liquidated due to defaults	1% - 46%	8% - 62%	22% - 61%
Loss severity	30% - 65%	55% - 120%	70% - 120%

**Real Estate Investments**

On at least an annual basis, the Company obtains independent appraisals for substantially all of its real estate investments. In addition, the carrying value of all real estate investments is reviewed for impairment on a quarterly basis or when events or changes in circumstances indicate that the carrying amount may not be recoverable. The review for impairment considers the valuation from the independent appraisal, when applicable, and incorporates an estimate of the undiscounted cash flows expected to result from the use and eventual disposition of the real estate property. An impairment loss is recognized if the expected future undiscounted cash flows are less than the carrying value of the real estate property. The impairment loss is the amount by which the carrying amount exceeds fair value.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Other Investments

*Investments in Private Equity Limited Partnerships, Hedge Funds and Real Estate Partnerships*

The Company reviews its investments in private equity limited partnerships, hedge funds and real estate partnerships for impairment no less frequently than quarterly and monitors the performance throughout the year through discussions with the managers/general partners. If the Company becomes aware of an impairment of a partnership's investments at the balance sheet date prior to receiving the partnership's financial statements, it will recognize an impairment by recording a reduction in the carrying value of the partnership with a corresponding charge to net investment income.

Changes in Intent to Sell Temporarily Impaired Assets

The Company may, from time to time, sell invested assets subsequent to the balance sheet date that it did not intend to sell at the balance sheet date. Conversely, the Company may not sell invested assets that it asserted that it intended to sell at the balance sheet date. Such changes in intent are due to events occurring subsequent to the balance sheet date. The types of events that may result in a change in intent include, but are not limited to, significant changes in the economic facts and circumstances related to the invested asset (e.g., a downgrade or upgrade from a rating agency), significant unforeseen changes in liquidity needs, or changes in tax laws or the regulatory environment.

**Securities Lending**

The Company has engaged in securities lending activities from which it generates net investment income by lending certain of its investments to other institutions for short periods of time. Borrowers of these securities provide collateral equal to at least 102% of the market value of the loaned securities plus accrued interest. This collateral is held by a third-party custodian, and the Company has the right to access the collateral only in the event that the institution borrowing the Company's securities is in default under the lending agreement. Therefore, the Company does not recognize the receipt of the collateral held by the third-party custodian or the obligation to return the collateral. The loaned securities remain a recorded asset of the Company. The Company accepts only cash as collateral for securities on loan and restricts the manner in which that cash is invested.

**Reinsurance Recoverables**

Amounts recoverable from reinsurers are estimated in a manner consistent with the associated claim liability. The Company reports its reinsurance recoverables net of an allowance for estimated uncollectible reinsurance recoverables. The allowance is based upon the Company's ongoing review of amounts outstanding, length of collection periods, changes in reinsurer credit standing, disputes, applicable coverage defenses and other relevant factors. Amounts deemed to be uncollectible, including amounts due from known insolvent reinsurers, are written off against the allowance for estimated uncollectible reinsurance recoverables. Any subsequent collections of amounts previously written off are reported as part of claims and claim adjustment expenses. The Company evaluates and monitors the financial condition of its reinsurers under voluntary reinsurance arrangements to minimize its exposure to significant losses from reinsurer insolvencies.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Deferred Acquisition Costs**

Incremental direct costs of acquired, new and renewal insurance contracts, consisting of commissions (other than contingent commissions) and premium-related taxes, are capitalized and charged to expense pro rata over the contract periods in which the related premiums are earned. Deferred acquisition costs are reviewed to determine if they are recoverable from future income and, if not, are charged to expense. Future investment income attributable to related premiums is taken into account in measuring the recoverability of the carrying value of this asset. All other acquisition expenses are charged to operations as incurred.

**Contractholder Receivables and Payables**

Under certain workers' compensation insurance contracts with deductible features, the Company is obligated to pay the claimant for the full amount of the claim. The Company is subsequently reimbursed by the policyholder for the deductible amount. These amounts are included on a gross basis in the consolidated balance sheet in contractholder payables and contractholder receivables, respectively.

**Goodwill and Other Intangible Assets**

The Company performs a review, on at least an annual basis, of goodwill held by the reporting units which are the Company's three operating and reportable segments: Business and International Insurance; Bond & Specialty Insurance; and Personal Insurance. The Company estimates the fair value of its reporting units and compares it to their carrying value, including goodwill. If the carrying values of the reporting units were to exceed their fair value, the amount of the impairment would be calculated and goodwill adjusted accordingly.

The Company uses a discounted cash flow model to estimate the fair value of its reporting units. The discounted cash flow model is an income approach to valuation that is based on a detailed cash flow analysis for deriving a current fair value of reporting units and is representative of the Company's reporting units' current and expected future financial performance. The discount rate assumptions reflect the Company's assessment of the risks inherent in the projected future cash flows and the Company's weighted-average cost of capital, and are compared against available market data for reasonableness.

Other indefinite-lived intangible assets held by the Company are also reviewed for impairment on at least an annual basis. The classification of the asset as indefinite-lived is reassessed and an impairment is recognized if the carrying amount of the asset exceeds its fair value.

Intangible assets that are deemed to have a finite useful life are amortized over their useful lives. The carrying amount of intangible assets with a finite useful life is regularly reviewed for indicators of impairment in value. Impairment is recognized only if the carrying amount of the intangible asset is not recoverable from its undiscounted cash flows and is measured as the difference between the carrying amount and the fair value of the asset.

As a result of the reviews performed for the years ended December 31, 2015, 2014 and 2013, the Company determined that the estimated fair value substantially exceeded the respective carrying value of its reporting units for those years and that goodwill was not impaired. The Company also

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

determined during its reviews for each year that its other indefinite-lived intangible assets and finite-lived intangible assets were not impaired.

**Claims and Claim Adjustment Expense Reserves**

Claims and claim adjustment expense reserves represent estimates for the ultimate cost of unpaid reported and unreported claims incurred and related expenses. The reserves are adjusted regularly based upon experience. Included in the claims and claim adjustment expense reserves in the consolidated balance sheet are certain reserves discounted to the present value of estimated future payments. The liabilities for losses for most long-term disability and annuity claim payments, primarily arising from workers' compensation insurance and workers' compensation excess insurance policies, were discounted using a rate of 5% at both December 31, 2015 and 2014. These discounted reserves totaled \$2.13 billion and \$2.01 billion at December 31, 2015 and 2014, respectively.

The Company performs a continuing review of its claims and claim adjustment expense reserves, including its reserving techniques and the impact of reinsurance. The reserves are also reviewed regularly by qualified actuaries employed by the Company. Since the reserves are based on estimates, the ultimate liability may be more or less than such reserves. The effects of changes in such estimated reserves are included in the results of operations in the period in which the estimates are changed. Such changes in estimates could occur in a future period and may be material to the Company's results of operations and financial position in such period.

**Other Liabilities**

Included in other liabilities in the consolidated balance sheet is the Company's estimate of its liability for guaranty fund and other insurance-related assessments. The liability for expected state guaranty fund and other premium-based assessments is recognized as the Company writes or becomes obligated to write or renew the premiums on which the assessments are expected to be based. The liability for loss-based assessments is recognized as the related losses are incurred. At December 31, 2015 and 2014, the Company had a liability of \$241 million and \$245 million, respectively, for guaranty fund and other insurance-related assessments and related recoverables of \$18 million and \$15 million, respectively. The liability for such assessments and the related recoverables are not discounted for the time value of money. The loss-based assessments are expected to be paid over a period ranging from one year to the life expectancy of certain workers' compensation claimants and the recoveries are expected to occur over the same period of time.

Also included in other liabilities is an accrual for policyholder dividends. Certain insurance contracts, primarily workers' compensation, are participating whereby dividends are paid to policyholders in accordance with contract provisions. Net written premiums for participating dividend policies were approximately 2%, 1% and 1% of total net written premiums for the years ended December 31, 2015, 2014 and 2013, respectively. Policyholder dividends are accrued against earnings using best available estimates of amounts to be paid. The liability accrued for policyholder dividends totaled \$57 million and \$54 million at December 31, 2015 and 2014, respectively.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Treasury Stock**

The cost of common stock repurchased by the Company is reported as treasury stock and represents authorized and unissued shares of the Company under the Minnesota Business Corporation Act.

**Statutory Accounting Practices**

The Company's U.S. insurance subsidiaries, domiciled principally in the State of Connecticut, are required to prepare statutory financial statements in accordance with the accounting practices prescribed or permitted by the insurance departments of the states of domicile. Prescribed statutory accounting practices are those practices that are incorporated directly or by reference in state laws, regulations, and general administrative rules applicable to all insurance enterprises domiciled in a particular state. The State of Connecticut requires insurers domiciled in Connecticut to prepare their statutory financial statements in accordance with National Association of Insurance Commissioners' (NAIC) statutory accounting practices.

Permitted statutory accounting practices are those practices that differ either from state-prescribed statutory accounting practices or NAIC statutory accounting practices.

The Company does not apply any statutory accounting practices that would be considered a prescribed or permitted statutory accounting practice that differs from NAIC statutory accounting practices.

The Company's non-U.S. insurance subsidiaries file financial statements prepared in accordance with the regulatory reporting requirements of their respective local jurisdiction.

**Premiums and Unearned Premium Reserves**

Premiums are recognized as revenues pro rata over the policy period. Unearned premium reserves represent the unexpired portion of policy premiums. Accrued retrospective premiums are included in premium balances receivable. Premium balances receivable are reported net of an allowance for estimated uncollectible premium amounts.

Ceded premiums are charged to income over the applicable term of the various reinsurance contracts with third party reinsurers. Prepaid reinsurance premiums represent the unexpired portion of premiums ceded to reinsurers and are reported as part of other assets.

**Fee Income**

Fee income includes servicing fees from carriers and revenues from large deductible policies and service contracts and is recognized pro rata over the contract or policy periods.

**Other Revenues**

Other revenues include revenues from premium installment charges, which are recognized as collected, revenues of noninsurance subsidiaries other than fee income and gains and losses on dispositions of assets and redemption of debt, and other miscellaneous revenues.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Income Taxes**

The Company recognizes deferred income tax assets and liabilities for the expected future tax effects attributable to temporary differences between the financial statement and tax return bases of assets and liabilities, based on enacted tax rates and other provisions of the tax law. The effect of a change in tax laws or rates on deferred tax assets and liabilities is recognized in income in the period in which such change is enacted. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that all or some portion of the deferred tax assets will not be realized.

**Foreign Currency Translation**

The Company assigns functional currencies to its foreign operations, which are generally the currencies of the local operating environment. Foreign currency amounts are remeasured to the functional currency, and the resulting foreign exchange gains or losses are reflected in earnings. Functional currency amounts are then translated into U.S. dollars. The foreign currency remeasurement and translation are calculated using current exchange rates for items reported in the balance sheets and average exchange rates for items recorded in earnings. The change in unrealized foreign currency translation gain or loss during the year, net of tax, is a component of other comprehensive income.

**Share-Based Compensation**

The Company has an employee stock incentive compensation plan that permits grants of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock, deferred stock, stock units, performance awards and other share-based or share-denominated awards with respect to the Company's common stock.

Compensation cost is measured based on the grant-date fair value of an award, utilizing the assumptions discussed in note 13. Compensation cost is recognized for financial reporting purposes over the period in which the employee is required to provide service in exchange for the award (generally the vesting period). In connection with certain share-based awards, participants are entitled to receive dividends during the vesting period, either in cash or dividend equivalent shares, commensurate with the dividends paid to common shareholders. Dividends and dividend equivalent shares on awards that are expected to vest are recorded in retained earnings. Dividends paid on awards that are not expected to vest as part of the Company's forfeiture estimate are recorded as compensation expense.

**Nature of Operations**

The Company is organized into three reportable business segments: Business and International Insurance; Bond & Specialty Insurance; and Personal Insurance. These segments reflect the manner in which the Company's businesses are currently managed and represent the aggregation of products and services based on the type of customer, how the business is marketed and the manner in which risks are underwritten. The specific business segments are as follows:

**Business and International Insurance**

The Business and International Insurance segment offers a broad array of property and casualty insurance and insurance related services to its clients, primarily in the United States and in Canada, as

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

well as in the United Kingdom, the Republic of Ireland, Brazil and throughout other parts of the world as a corporate member of Lloyd's. Business and International Insurance is organized as follows:

**Domestic**

- *Select Accounts* provides small businesses with property and casualty products, including commercial multi-peril, commercial property, general liability, commercial auto and workers' compensation insurance.
- *Middle Market* provides mid-sized businesses with property and casualty products, including commercial multi-peril, commercial property, general liability, commercial auto and workers' compensation insurance, as well as risk management, claims handling and other services. Middle Market generally provides these products to mid-sized businesses through *Commercial Accounts*, as well as to targeted industries through *Construction, Technology, Public Sector Services* and *Oil & Gas*. Middle Market also provides mono-line umbrella and excess coverage insurance through *Excess Casualty* and insurance coverages for foreign organizations with United States exposures through *Global Partner Services*.
- *National Accounts* provides large companies with casualty products and services, including workers' compensation, general liability and automobile liability, generally utilizing loss-sensitive products, on both a bundled and unbundled basis. National Accounts also includes the Company's commercial residual market business, which primarily offers workers' compensation products and services to the involuntary market.
- *First Party* provides traditional and customized property insurance programs to large and mid-sized customers through *National Property*, insurance for goods in transit and movable objects, as well as builders' risk insurance, through *Inland Marine*, insurance for the marine transportation industry and related services, as well as other businesses involved in international trade, through *Ocean Marine*, and comprehensive breakdown coverages for equipment, including property and business interruption coverages, through *Boiler & Machinery*.
- *Specialized Distribution* markets and underwrites its products to customers predominantly through brokers, wholesale agents, program managers and specialized retail agents that manage customers' unique insurance requirements. Specialized Distribution provides insurance coverage for the commercial transportation industry, as well as commercial liability and commercial property policies for small, difficult to place specialty classes of commercial business primarily on an excess and surplus lines basis, through *Northland*, and tailored property and casualty programs on an admitted basis for customers with common risk characteristics or coverage requirements through *National Programs*. Specialized Distribution also serves small to medium-sized agricultural businesses, including farms, ranches, wineries and related operations, through *Agribusiness*.

**International**

- *International*, through its operations in Canada, the United Kingdom and the Republic of Ireland, offers property and casualty insurance and risk management services to several customer groups, including, among others, those in the technology, public services, and financial and professional services industry sectors. In addition, International markets personal lines and small

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

commercial insurance business in Canada through Dominion, which the Company acquired on November 1, 2013. International, through its Lloyd's syndicate (Syndicate 5000), for which the Company provides 100% of the capital, underwrites five principal businesses—marine, global property, accident & special risks, power & utilities and aviation.

International also includes results from J. Malucelli Participações em Seguros e Resseguros S.A. (JMalucelli) and J. Malucelli Latam S.A. in Brazil. The Company owns 49.5% of both JMalucelli, a market leader in surety coverages in Brazil, and J. Malucelli Latam S.A., which in September 2015 acquired a majority interest in JMalucelli Travelers Seguros S.A., a Colombian start-up surety provider. These joint venture investments are accounted for using the equity method and are included in "other investments" on the consolidated balance sheet. Also, as a result of a transaction that was completed in October 2015 with Paraná Banco S.A., the Company's joint venture partner in Brazil, the Company acquired 100% of the common stock of Travelers Participações em Seguros Brasil S.A., which comprises JMalucelli's former property and casualty insurance business other than surety. The Company consolidates this investment in its financial statements and includes Paraná Banco S.A.'s preferred stock interest in "other liabilities."

Business and International Insurance also includes the Special Liability Group (which manages the Company's asbestos and environmental liabilities) and the assumed reinsurance and certain other runoff operations, which are collectively referred to as Business and International Insurance Other.

**Bond & Specialty Insurance**

The Bond & Specialty Insurance segment provides surety, fidelity, management liability, professional liability, and other property and casualty coverages and related risk management services to a wide range of primarily domestic customers, utilizing various degrees of financially-based underwriting approaches. The range of coverages includes performance, payment and commercial surety and fidelity bonds for construction and general commercial enterprises; management liability coverages including directors and officers liability, employee dishonesty, employment practices liability, fiduciary liability and cyber risk for public corporations, private companies and not-for-profit organizations; professional liability coverage for a variety of professionals including, among others, lawyers and design professionals; and management liability, professional liability, property, workers' compensation, auto and general liability for financial institutions.

**Personal Insurance**

The Personal Insurance segment writes a broad range of property and casualty insurance covering individuals' personal risks. The primary products of automobile and homeowners insurance are complemented by a broad suite of related coverages.

Automobile policies provide coverage for liability to others for both bodily injury and property damage, uninsured motorist protection, and for physical damage to an insured's own vehicle from collision, fire, flood, hail and theft. In addition, many states require policies to provide first-party personal injury protection, frequently referred to as no-fault coverage.

Homeowners policies provide protection against losses to dwellings and contents from a variety of perils (excluding flooding) as well as coverage for personal liability. The Company writes homeowners

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

insurance for dwellings, condominiums and tenants, and rental properties. The Company also writes coverage for boats and yachts and valuable personal items such as jewelry, and also writes coverages for umbrella liability, identity fraud, and weddings and special events.

**2. SEGMENT INFORMATION**

The accounting policies used to prepare the segment reporting data for the Company's three reportable business segments are the same as those described in the Summary of Significant Accounting Policies in note 1.

Except as described below for certain legal entities, the Company allocates its invested assets and the related net investment income to its reportable business segments. Pretax net investment income is allocated based upon an investable funds concept, which takes into account liabilities (net of non-invested assets) and appropriate capital considerations for each segment. For investable funds, a benchmark investment yield is developed that reflects the estimated duration of the loss reserves' future cash flows, the interest rate environment at the time the losses were incurred and A+ rated corporate debt instrument yields. For capital, a benchmark investment yield is developed that reflects the average yield on the total investment portfolio. The benchmark investment yields are applied to each segment's investable funds and capital, respectively, to produce a total notional investment income by segment. The Company's actual net investment income is allocated to each segment in proportion to the respective segment's notional investment income to total notional investment income. There are certain legal entities within the Company that are dedicated to specific reportable business segments. The invested assets and related net investment income from these legal entities are reported in the applicable business segment and are not allocated among the other business segments.

The cost of the Company's catastrophe treaty program is included in the Company's ceded premiums and is allocated among reportable business segments based on an estimate of actual market reinsurance pricing using expected losses calculated by the Company's catastrophe model, adjusted for any experience adjustments.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SEGMENT INFORMATION (Continued)

The following tables summarize the components of the Company's operating revenues, operating income, net written premiums and total assets by reportable business segments.

<u>(for the year ended December 31, in millions)</u>	<u>Business and International Insurance</u>	<u>Bond &amp; Specialty Insurance</u>	<u>Personal Insurance</u>	<u>Total Reportable Segments</u>
<b>2015</b>				
Premiums	\$ 14,521	\$ 2,085	\$ 7,268	\$ 23,874
Net investment income	1,824	223	332	2,379
Fee income	445	—	—	445
Other revenues	23	22	48	93
Total operating revenues(1)	<u>\$ 16,813</u>	<u>\$ 2,330</u>	<u>\$ 7,648</u>	<u>\$ 26,791</u>
Amortization and depreciation	<u>\$ 2,907</u>	<u>\$ 467</u>	<u>\$ 1,322</u>	<u>\$ 4,696</u>
Income tax expense	769	272	402	1,443
Operating income(1)	2,170	633	889	3,692
<b>2014</b>				
Premiums	\$ 14,512	\$ 2,076	\$ 7,125	\$ 23,713
Net investment income	2,156	252	379	2,787
Fee income	438	—	—	438
Other revenues	46	19	80	145
Total operating revenues(1)	<u>\$ 17,152</u>	<u>\$ 2,347</u>	<u>\$ 7,584</u>	<u>\$ 27,083</u>
Amortization and depreciation	<u>\$ 2,909</u>	<u>\$ 482</u>	<u>\$ 1,347</u>	<u>\$ 4,738</u>
Income tax expense	798	348	366	1,512
Operating income(1)	2,347	727	824	3,898
<b>2013</b>				
Premiums	\$ 13,332	\$ 1,981	\$ 7,324	\$ 22,637
Net investment income	2,087	260	369	2,716
Fee income	395	—	—	395
Other revenues	160	20	103	283
Total operating revenues(1)	<u>\$ 15,974</u>	<u>\$ 2,261</u>	<u>\$ 7,796</u>	<u>\$ 26,031</u>
Amortization and depreciation	<u>\$ 2,751</u>	<u>\$ 473</u>	<u>\$ 1,461</u>	<u>\$ 4,685</u>
Income tax expense	758	227	366	1,351
Operating income(1)	2,404	573	838	3,815

(1) Operating revenues for reportable business segments exclude net realized investment gains. Operating income for reportable business segments equals net income excluding the after-tax impact of net realized investment gains.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****2. SEGMENT INFORMATION (Continued)**

Net written premiums by market were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Business and International Insurance:			
Domestic:			
Select Accounts	\$ 2,716	\$ 2,707	\$ 2,724
Middle Market	6,325	6,108	5,862
National Accounts	1,048	1,047	1,010
First Party	1,564	1,579	1,552
Specialized Distribution	1,111	1,074	1,085
Total Domestic	<u>12,764</u>	<u>12,515</u>	<u>12,233</u>
International	<u>1,819</u>	<u>2,121</u>	<u>1,279</u>
Total Business and International Insurance	<u>14,583</u>	<u>14,636</u>	<u>13,512</u>
Bond & Specialty Insurance	<u>2,081</u>	<u>2,103</u>	<u>2,030</u>
Personal Insurance:			
Automobile	3,700	3,390	3,370
Homeowners and Other	3,757	3,775	3,855
Total Personal Insurance	<u>7,457</u>	<u>7,165</u>	<u>7,225</u>
Total consolidated net written premiums	<u>\$ 24,121</u>	<u>\$ 23,904</u>	<u>\$ 22,767</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SEGMENT INFORMATION (Continued)

Business Segment Reconciliations

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenue reconciliation</b>			
Earned premiums			
Business and International Insurance:			
Domestic:			
Workers' compensation	\$ 3,868	\$ 3,713	\$ 3,560
Commercial automobile	1,925	1,901	1,904
Commercial property	1,772	1,756	1,698
General liability	1,914	1,852	1,790
Commercial multi-peril	3,132	3,070	3,093
Other	39	42	39
Total Domestic	<u>12,650</u>	<u>12,334</u>	<u>12,084</u>
International	1,871	2,178	1,248
Total Business and International Insurance	<u>14,521</u>	<u>14,512</u>	<u>13,332</u>
Bond & Specialty Insurance:			
Fidelity and surety	954	936	913
General liability	955	963	891
Other	176	177	177
Total Bond & Specialty Insurance	<u>2,085</u>	<u>2,076</u>	<u>1,981</u>
Personal Insurance:			
Automobile	3,512	3,316	3,431
Homeowners and Other	3,756	3,809	3,893
Total Personal Insurance	<u>7,268</u>	<u>7,125</u>	<u>7,324</u>
Total earned premiums	<u>23,874</u>	<u>23,713</u>	<u>22,637</u>
Net investment income	2,379	2,787	2,716
Fee income	445	438	395
Other revenues	93	145	283
Total operating revenues for reportable segments	<u>26,791</u>	<u>27,083</u>	<u>26,031</u>
Other revenues	6	—	(6)
Net realized investment gains	3	79	166
Total consolidated revenues	<u>\$ 26,800</u>	<u>\$ 27,162</u>	<u>\$ 26,191</u>
<b>Income reconciliation, net of tax</b>			
Total operating income for reportable segments	\$ 3,692	\$ 3,898	\$ 3,815
Interest Expense and Other(1)	(255)	(257)	(248)
Total operating income	<u>3,437</u>	<u>3,641</u>	<u>3,567</u>
Net realized investment gains	2	51	106
Total consolidated net income	<u>\$ 3,439</u>	<u>\$ 3,692</u>	<u>\$ 3,673</u>

(1) The primary component of Interest Expense and Other was after-tax interest expense of \$242 million, \$240 million and \$235 million in 2015, 2014 and 2013, respectively.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****2. SEGMENT INFORMATION (Continued)**

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
<b>Asset reconciliation:</b>		
Business and International Insurance	\$ 79,692	\$ 82,310
Bond & Specialty Insurance	7,360	7,525
Personal Insurance	12,748	12,798
Total assets for reportable segments	<u>99,800</u>	<u>102,633</u>
Other assets(1)	384	445
Total consolidated assets	<u>\$ 100,184</u>	<u>\$ 103,078</u>

(1) The primary components of other assets at December 31, 2015 and 2014 were other intangible assets and deferred taxes.

**Enterprise-Wide Disclosures**

The Company does not have revenue from transactions with a single customer amounting to 10 percent or more of its revenues.

The following table presents revenues of the Company's operations based on location:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
U.S.	\$ 25,112	\$ 25,091	\$ 25,138
Non-U.S.:			
Canada	1,202	1,474	529
Other Non-U.S.	486	597	524
Total Non-U.S.	<u>1,688</u>	<u>2,071</u>	<u>1,053</u>
Total revenues	<u>\$ 26,800</u>	<u>\$ 27,162</u>	<u>\$ 26,191</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. INVESTMENTS

Fixed Maturities

The amortized cost and fair value of investments in fixed maturities classified as available for sale were as follows:

(at December 31, 2015, in millions)	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 2,202	\$ 8	\$ 16	\$ 2,194
Obligations of states, municipalities and political subdivisions:				
Local general obligation	12,744	577	3	13,318
Revenue	9,492	472	4	9,960
State general obligation	1,978	97	2	2,073
Pre-refunded	5,813	247	—	6,060
Total obligations of states, municipalities and political subdivisions	30,027	1,393	9	31,411
Debt securities issued by foreign governments	1,829	45	1	1,873
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	1,863	124	6	1,981
All other corporate bonds	22,854	523	288	23,089
Redeemable preferred stock	103	7	—	110
Total	\$ 58,878	\$ 2,100	\$ 320	\$ 60,658

(at December 31, 2014, in millions)	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 2,022	\$ 36	\$ 5	\$ 2,053
Obligations of states, municipalities and political subdivisions:				
Local general obligation	12,366	644	5	13,005
Revenue	9,833	575	4	10,404
State general obligation	2,467	137	1	2,603
Pre-refunded	7,229	332	—	7,561
Total obligations of states, municipalities and political subdivisions	31,895	1,688	10	33,573
Debt securities issued by foreign governments	2,320	48	—	2,368
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	2,052	165	4	2,213
All other corporate bonds	22,390	844	99	23,135
Redeemable preferred stock	122	10	—	132
Total	\$ 60,801	\$ 2,791	\$ 118	\$ 63,474

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****3. INVESTMENTS (Continued)**

The amortized cost and fair value of fixed maturities by contractual maturity follow. Actual maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

<u>(at December 31, 2015, in millions)</u>	<u>Amortized Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 6,240	\$ 6,324
Due after 1 year through 5 years	16,741	17,296
Due after 5 years through 10 years	16,008	16,260
Due after 10 years	18,026	18,797
	<u>57,015</u>	<u>58,677</u>
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	1,863	1,981
Total	<u>\$ 58,878</u>	<u>\$ 60,658</u>

Pre-refunded bonds of \$6.06 billion and \$7.56 billion at December 31, 2015 and 2014, respectively, were bonds for which states or municipalities have established irrevocable trusts, almost exclusively comprised of U.S. Treasury securities, which were created to satisfy their responsibility for payments of principal and interest.

The Company's fixed maturity investment portfolio at December 31, 2015 and 2014 included \$1.98 billion and \$2.21 billion, respectively, of residential mortgage-backed securities, which include pass-through securities and collateralized mortgage obligations (CMOs). Included in the totals at December 31, 2015 and 2014 were \$676 million and \$872 million, respectively, of GNMA, FNMA, FHLMC (excluding FHA project loans) and Canadian government guaranteed residential mortgage-backed pass-through securities classified as available for sale. Also included in those totals were residential CMOs classified as available for sale with a fair value of \$1.30 billion and \$1.34 billion at December 31, 2015 and 2014, respectively. Approximately 48% and 46% of the Company's CMO holdings at December 31, 2015 and 2014, respectively, were guaranteed by or fully collateralized by securities issued by GNMA, FNMA or FHLMC. The average credit rating of the \$683 million and \$725 million of non-guaranteed CMO holdings at December 31, 2015 and 2014, respectively, was "Baa2" and "Ba1," respectively. The average credit rating of all of the above securities was "Aa3" at both December 31, 2015 and 2014.

At December 31, 2015 and 2014, the Company held commercial mortgage-backed securities (CMBS, including FHA project loans) of \$865 million and \$715 million, respectively, which are included in "All other corporate bonds" in the tables above. At December 31, 2015 and 2014, approximately \$303 million and \$202 million of these securities, respectively, or the loans backing such securities, contained guarantees by the U.S. government or a government-sponsored enterprise. The average credit rating of the \$562 million and \$513 million of non-guaranteed securities at December 31, 2015 and 2014, respectively, was "Aaa" at both dates. The CMBS portfolio is supported by loans that are diversified across economic sectors and geographical areas. The average credit rating of the CMBS portfolio was "Aaa" at both December 31, 2015 and 2014.

At December 31, 2015 and 2014, the Company had \$269 million and \$296 million, respectively, of securities on loan as part of a tri-party lending agreement.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****3. INVESTMENTS (Continued)**

Proceeds from sales of fixed maturities classified as available for sale were \$1.95 billion, \$1.05 billion and \$1.64 billion in 2015, 2014 and 2013, respectively. Gross gains of \$95 million, \$44 million and \$66 million and gross losses of \$14 million, \$12 million and \$25 million were realized on those sales in 2015, 2014 and 2013, respectively.

At December 31, 2015 and 2014, the Company's insurance subsidiaries had \$4.66 billion and \$4.78 billion, respectively, of securities on deposit at financial institutions in certain states pursuant to the respective states' insurance regulatory requirements. Funds deposited with third parties to be used as collateral to secure various liabilities on behalf of insureds, cedants and other creditors had a fair value of \$28 million and \$39 million at December 31, 2015 and 2014, respectively. Other investments pledged as collateral securing outstanding letters of credit had a fair value of \$21 million and \$22 million at December 31, 2015 and 2014, respectively. In addition, the Company utilized a Lloyd's trust deposit at December 31, 2015 and 2014, whereby owned securities with a fair value of approximately \$140 million and \$151 million, respectively, held by an insurance subsidiary were pledged into a Lloyd's trust account to support capital requirements for the Company's operations at Lloyd's.

**Equity Securities**

The cost and fair value of investments in equity securities were as follows:

<u>(at December 31, 2015, in millions)</u>	Cost	Gross Unrealized		Fair Value
		Gains	Losses	
Public common stock	\$ 386	\$ 164	\$ 7	\$ 543
Non-redeemable preferred stock	142	26	6	162
Total	<u>\$ 528</u>	<u>\$ 190</u>	<u>\$ 13</u>	<u>\$ 705</u>

<u>(at December 31, 2014, in millions)</u>	Cost	Gross Unrealized		Fair Value
		Gains	Losses	
Public common stock	\$ 400	\$ 295	\$ 4	\$ 691
Non-redeemable preferred stock	179	31	2	208
Total	<u>\$ 579</u>	<u>\$ 326</u>	<u>\$ 6</u>	<u>\$ 899</u>

Proceeds from sales of equity securities classified as available for sale were \$59 million, \$158 million and \$86 million in 2015, 2014 and 2013, respectively. Gross gains of \$16 million, \$27 million and \$16 million and gross losses of \$10 million, \$3 million and \$1 million were realized on those sales in 2015, 2014 and 2013, respectively.

**Real Estate**

The Company's real estate investments include warehouses, office buildings and other commercial land and properties that are directly owned. The Company negotiates commercial leases with individual tenants through unrelated, licensed real estate brokers. Negotiated terms and conditions include, among others, rental rates, length of lease period and improvements to the premises to be provided by the landlord.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**3. INVESTMENTS (Continued)**

Proceeds from the sale of real estate investments were \$31 million, \$15 million and \$18 million in 2015, 2014 and 2013, respectively. Gross gains of \$4 million, \$6 million and \$7 million were realized on those sales in 2015, 2014 and 2013, respectively, and there were no gross losses. The Company had no real estate held for sale at December 31, 2015 and 2014. Accumulated depreciation on real estate held for investment purposes was \$320 million and \$290 million at December 31, 2015 and 2014, respectively.

Future minimum rental income on operating leases relating to the Company's real estate properties is expected to be \$92 million, \$74 million, \$61 million, \$49 million and \$36 million for 2016, 2017, 2018, 2019 and 2020, respectively, and \$59 million for 2021 and thereafter.

**Short-term Securities**

The Company's short-term securities consist of Aaa-rated registered money market funds, U.S. Treasury securities, high-quality commercial paper (primarily A1/P1) and high-quality corporate securities purchased within a year to their maturity with a combined average of 67 days to maturity at December 31, 2015. The amortized cost of these securities, which totaled \$4.67 billion and \$4.36 billion at December 31, 2015 and 2014, respectively, approximated their fair value.

**Variable Interest Entities**

Entities which do not have sufficient equity at risk to allow the entity to finance its activities without additional financial support or in which the equity investors, as a group, do not have the characteristic of a controlling financial interest are referred to as variable interest entities (VIE). A VIE is consolidated by the variable interest holder that is determined to have the controlling financial interest (primary beneficiary) as a result of having both the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and the obligation to absorb losses or right to receive benefits from the VIE that could potentially be significant to the VIE. The Company determines whether it is the primary beneficiary of an entity subject to consolidation based on a qualitative assessment of the VIE's capital structure, contractual terms, nature of the VIE's operations and purpose and the Company's relative exposure to the related risks of the VIE on the date it becomes initially involved in the VIE. The Company reassesses its VIE determination with respect to an entity on an ongoing basis.

The Company is a passive investor in limited partner equity interests issued by third party VIEs. These include certain of the Company's investments in private equity limited partnerships, hedge funds and real estate partnerships where the Company is not related to the general partner. These investments are generally accounted for under the equity method and reported in the Company's consolidated balance sheet as other investments unless the Company is deemed the primary beneficiary. These equity interests generally cannot be redeemed. Distributions from these investments are received by the Company as a result of liquidation of the underlying investments of the funds and/or as income distribution. The Company's maximum exposure to loss with respect to these investments is limited to the investment carrying amounts reported in the Company's consolidated balance sheet and any unfunded commitment. Neither the carrying amounts nor the unfunded commitments related to these VIEs are material.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. INVESTMENTS (Continued)

Unrealized Investment Losses

The following tables summarize, for all investments in an unrealized loss position at December 31, 2015 and 2014, the aggregate fair value and gross unrealized loss by length of time those securities have been continuously in an unrealized loss position. The fair value amounts reported in the tables are estimates that are prepared using the process described in note 4. The Company also relies upon estimates of several factors in its review and evaluation of individual investments, using the process described in note 1, in determining whether such investments are other-than-temporarily impaired.

(at December 31, 2015, in millions)	Less than 12 months		12 months or longer		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<b>Fixed maturities</b>						
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 1,820	\$ 15	\$ 28	\$ 1	\$ 1,848	\$ 16
Obligations of states, municipalities and political subdivisions	928	7	142	2	1,070	9
Debt securities issued by foreign governments	172	1	—	—	172	1
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	473	4	57	2	530	6
All other corporate bonds	7,725	197	710	91	8,435	288
Redeemable preferred stock	8	—	—	—	8	—
Total fixed maturities	<u>11,126</u>	<u>224</u>	<u>937</u>	<u>96</u>	<u>12,063</u>	<u>320</u>
<b>Equity securities</b>						
Public common stock	48	6	33	1	81	7
Non-redeemable preferred stock	47	3	38	3	85	6
Total equity securities	<u>95</u>	<u>9</u>	<u>71</u>	<u>4</u>	<u>166</u>	<u>13</u>
Total	<u>\$ 11,221</u>	<u>\$ 233</u>	<u>\$ 1,008</u>	<u>\$ 100</u>	<u>\$ 12,229</u>	<u>\$ 333</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. INVESTMENTS (Continued)

(at December 31, 2014, in millions)	Less than 12 months		12 months or longer		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<b>Fixed maturities</b>						
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 180	\$ 2	\$ 125	\$ 3	\$ 305	\$ 5
Obligations of states, municipalities and political subdivisions	173	1	797	9	970	10
Debt securities issued by foreign governments	50	—	24	—	74	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	68	—	192	4	260	4
All other corporate bonds	2,148	38	2,355	61	4,503	99
Redeemable preferred stock	—	—	—	—	—	—
Total fixed maturities	<u>2,619</u>	<u>41</u>	<u>3,493</u>	<u>77</u>	<u>6,112</u>	<u>118</u>
<b>Equity securities</b>						
Public common stock	81	4	1	—	82	4
Non-redeemable preferred stock	44	1	42	1	86	2
Total equity securities	<u>125</u>	<u>5</u>	<u>43</u>	<u>1</u>	<u>168</u>	<u>6</u>
Total	<u>\$ 2,744</u>	<u>\$ 46</u>	<u>\$ 3,536</u>	<u>\$ 78</u>	<u>\$ 6,280</u>	<u>\$ 124</u>

The following table summarizes, for all fixed maturities and equity securities reported at fair value for which fair value is less than 80% of amortized cost at December 31, 2015, the gross unrealized investment loss by length of time those securities have continuously been in an unrealized loss position of greater than 20% of amortized cost:

(in millions)	Period For Which Fair Value Is Less Than 80% of Amortized Cost				Total
	3 Months or Less	Greater Than 3 Months, 6 Months or Less	Greater Than 6 Months, 12 Months or Less	Greater Than 12 Months	
<b>Fixed maturities</b>					
Mortgage-backed securities	\$ —	\$ —	\$ —	\$ —	\$ —
Other	51	17	6	7	81
Total fixed maturities	<u>51</u>	<u>17</u>	<u>6</u>	<u>7</u>	<u>81</u>
<b>Equity securities</b>	<u>3</u>	<u>1</u>	<u>—</u>	<u>—</u>	<u>4</u>
Total	<u>\$ 54</u>	<u>\$ 18</u>	<u>\$ 6</u>	<u>\$ 7</u>	<u>\$ 85</u>

These unrealized losses at December 31, 2015 represented less than 1% of the combined fixed maturity and equity security portfolios on a pretax basis and less than 1% of shareholders' equity on an after-tax basis.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. INVESTMENTS (Continued)

Impairment Charges

Impairment charges included in net realized investment gains in the consolidated statement of income were as follows:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Fixed maturities</b>			
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ —	\$ —	\$ —
Obligations of states, municipalities and political subdivisions	—	—	—
Debt securities issued by foreign governments	—	—	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	—	1	2
All other corporate bonds	13	15	3
Redeemable preferred stock	—	—	—
Total fixed maturities	<u>13</u>	<u>16</u>	<u>5</u>
<b>Equity securities</b>			
Public common stock	37	9	5
Non-redeemable preferred stock	—	—	—
Total equity securities	<u>37</u>	<u>9</u>	<u>5</u>
<b>Other investments</b>	<u>2</u>	<u>1</u>	<u>5</u>
Total	<u>\$ 52</u>	<u>\$ 26</u>	<u>\$ 15</u>

The following tables present the cumulative amount of and the changes during the reporting period in the credit losses of other-than-temporary impairments (OTTI) on fixed maturities recognized in the consolidated statement of income for which a portion of the OTTI was recognized in other comprehensive income:

<u>Year ended December 31, 2015</u> <u>(in millions)</u>	<u>Cumulative OTTI Credit Losses Recognized for Securities Held, Beginning of Period</u>	<u>Additions for OTTI Securities Where No Credit Losses Were Previously Recognized</u>	<u>Additions for OTTI Securities Where Credit Losses Have Been Previously Recognized</u>	<u>Reductions Due to Sales/Defaults of Credit-Impaired Securities</u>	<u>Adjustments to Book Value of Credit-Impaired Securities due to Changes in Cash Flows</u>	<u>Cumulative OTTI Credit Losses Recognized for Securities Still Held, End of Period</u>
<b>Fixed maturities</b>						
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	\$ 40	\$ —	\$ —	\$ (6)	\$ (2)	\$ 32
All other corporate bonds	59	2	—	(4)	(6)	51
Total fixed maturities	<u>\$ 99</u>	<u>\$ 2</u>	<u>\$ —</u>	<u>\$ (10)</u>	<u>\$ (8)</u>	<u>\$ 83</u>

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**3. INVESTMENTS (Continued)**

Year ended December 31, 2014 (in millions)	Cumulative OTTI Credit Losses Recognized for Securities Held, Beginning of Period	Additions for OTTI Securities Where No Credit Losses Were Previously Recognized	Additions for OTTI Securities Where Credit Losses Have Been Previously Recognized	Reductions Due to Sales/Defaults of Credit- Impaired Securities	Adjustments to Book Value of Credit- Impaired Securities due to Changes in Cash Flows	Cumulative OTTI Credit Losses Recognized for Securities Still Held, End of Period
<b>Fixed maturities</b>						
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	\$ 53	\$ —	\$ 1	\$ (5)	\$ (9)	\$ 40
All other corporate bonds	65	—	3	(6)	(3)	59
Total fixed maturities	<u>\$ 118</u>	<u>\$ —</u>	<u>\$ 4</u>	<u>\$ (11)</u>	<u>\$ (12)</u>	<u>\$ 99</u>

**Concentrations and Credit Quality**

Concentrations of credit risk arise from exposure to counterparties that are engaged in similar activities and have similar economic characteristics that could cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. The Company seeks to mitigate credit risk by actively monitoring the creditworthiness of counterparties, obtaining collateral as deemed appropriate and applying controls that include credit approvals, limits of credit exposure and other monitoring procedures.

At December 31, 2015 and 2014, other than U.S. Treasury securities, obligations of U.S. government and government agencies and authorities and obligations of the Canadian government, the Company was not exposed to any concentration of credit risk of a single issuer greater than 5% of the Company's shareholders' equity.

Included in fixed maturities are below investment grade securities totaling \$1.71 billion and \$1.91 billion at December 31, 2015 and 2014, respectively. The Company defines its below investment grade securities as those securities rated below investment grade by external rating agencies, or the equivalent by the Company when a public rating does not exist. Such securities include below investment grade bonds that are publicly traded and certain other privately issued bonds that are classified as below investment grade loans.

**Net Investment Income**

(for the year ended December 31, in millions)	2015	2014	2013
<b>Gross investment income</b>			
Fixed maturities	\$ 2,091	\$ 2,244	\$ 2,310
Equity securities	39	40	31
Short-term securities	12	9	11
Real estate investments	48	44	37
Other investments	230	489	364
Gross investment income	<u>2,420</u>	<u>2,826</u>	<u>2,753</u>
Investment expenses	41	39	37
Net investment income	<u>\$ 2,379</u>	<u>\$ 2,787</u>	<u>\$ 2,716</u>

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****3. INVESTMENTS (Continued)**

Changes in net unrealized gains on investment securities that are included as a separate component of other comprehensive income (loss) were as follows:

<u>(at and for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Changes in net unrealized investment gains</b>			
Fixed maturities	\$ (893)	\$ 913	\$ (2,804)
Equity securities	(143)	63	74
Other investments	2	2	(1)
Change in net pretax unrealized gains on investment securities	(1,034)	978	(2,731)
Related tax expense (benefit)	(357)	334	(950)
Change in net unrealized gains on investment securities	(677)	644	(1,781)
Balance, beginning of year	1,966	1,322	3,103
Balance, end of year	<u>\$ 1,289</u>	<u>\$ 1,966</u>	<u>\$ 1,322</u>

**Derivative Financial Instruments**

From time to time, the Company enters into U.S. Treasury note futures contracts to modify the effective duration of specific assets within the investment portfolio. U.S. Treasury futures contracts require a daily mark-to-market and settlement with the broker. At December 31, 2015 and 2014, the Company had \$400 million and \$350 million notional value of open U.S. Treasury futures contracts, respectively. Net realized investment gains in 2015, 2014 and 2013 included net losses of \$5 million, net losses of \$1 million and net gains of \$115 million, respectively, related to U.S. Treasury futures contracts.

The Company purchases investments that have embedded derivatives, primarily convertible debt securities. These embedded derivatives are carried at fair value with changes in value reflected in net realized investment gains. Derivatives embedded in convertible debt securities are reported on a combined basis with their host instrument and are classified as fixed maturities. The Company also sells a small amount of U.S. equity index put option contracts that are settled for cash upon their expiration or when they are rolled over. Net realized investment gains (losses) related to these derivatives in 2015, 2014 and 2013 were not significant.

**4. FAIR VALUE MEASUREMENTS**

The Company's estimates of fair value for financial assets and financial liabilities are based on the framework established in the fair value accounting guidance. The framework is based on the inputs used in valuation, gives the highest priority to quoted prices in active markets and requires that observable inputs be used in the valuations when available. The disclosure of fair value estimates in the fair value accounting guidance hierarchy is based on whether the significant inputs into the valuation are observable. In determining the level of the hierarchy in which the estimate is disclosed, the highest priority is given to unadjusted quoted prices in active markets and the lowest priority to unobservable inputs that reflect the Company's significant market assumptions. The level in the fair value hierarchy

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**4. FAIR VALUE MEASUREMENTS (Continued)**

within which the fair value measurement is reported is based on the lowest level input that is significant to the measurement in its entirety. The three levels of the hierarchy are as follows:

- Level 1—Unadjusted quoted market prices for identical assets or liabilities in active markets that the Company has the ability to access.
- Level 2—Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; or valuations based on models where the significant inputs are observable (e.g., interest rates, yield curves, prepayment speeds, default rates, loss severities, etc.) or can be corroborated by observable market data.
- Level 3—Valuations based on models where significant inputs are not observable. The unobservable inputs reflect the Company's own assumptions about the inputs that market participants would use.

***Valuation of Investments Reported at Fair Value in Financial Statements***

The fair value of a financial instrument is the estimated amount at which the instrument could be exchanged in an orderly transaction between knowledgeable, unrelated, willing parties, i.e., not in a forced transaction. The estimated fair value of a financial instrument may differ from the amount that could be realized if the security was sold in an immediate sale, e.g., a forced transaction. Additionally, the valuation of investments is more subjective when markets are less liquid due to the lack of market based inputs, which may increase the potential that the estimated fair value of an investment is not reflective of the price at which an actual transaction would occur.

For investments that have quoted market prices in active markets, the Company uses the unadjusted quoted market prices as fair value and includes these prices in the amounts disclosed in Level 1 of the hierarchy. The Company receives the quoted market prices from third party, nationally recognized pricing services. When quoted market prices are unavailable, the Company utilizes these pricing services to determine an estimate of fair value. The fair value estimates provided from these pricing services are included in the amount disclosed in Level 2 of the hierarchy. If quoted market prices and an estimate from a pricing service are unavailable, the Company produces an estimate of fair value based on internally developed valuation techniques, which, depending on the level of observable market inputs, will render the fair value estimate as Level 2 or Level 3. The Company bases all of its estimates of fair value for assets on the bid price as it represents what a third-party market participant would be willing to pay in an arm's length transaction.

***Fixed Maturities***

The Company utilized a pricing service to estimate fair value measurements for approximately 98% of its fixed maturities at both December 31, 2015 and 2014. The pricing service utilizes market quotations for fixed maturity securities that have quoted prices in active markets. Since fixed maturities other than U.S. Treasury securities generally do not trade on a daily basis, the pricing service prepares estimates of fair value measurements for these securities using its proprietary pricing applications, which include available relevant market information, benchmark curves, benchmarking of like securities, sector groupings and matrix pricing. Additionally, the pricing service uses an Option Adjusted Spread model to develop prepayment and interest rate scenarios.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**4. FAIR VALUE MEASUREMENTS (Continued)**

The pricing service evaluates each asset class based on relevant market information, relevant credit information, perceived market movements and sector news. The market inputs utilized in the pricing evaluation, listed in the approximate order of priority, include: benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, reference data, and industry and economic events. The extent of the use of each market input depends on the asset class and the market conditions. Depending on the security, the priority of the use of inputs may change or some market inputs may not be relevant. For some securities, additional inputs may be necessary.

The pricing service utilized by the Company has indicated that it will only produce an estimate of fair value if there is objectively verifiable information to produce a valuation. If the pricing service discontinues pricing an investment, the Company would be required to produce an estimate of fair value using some of the same methodologies as the pricing service but would have to make assumptions for any market-based inputs that were unavailable due to market conditions. The Company reviews the estimates of fair value provided by the pricing service and compares the estimates to the Company's knowledge of the market to determine if the estimates obtained are representative of the prices in the market. In addition, the Company has periodic discussions with the pricing service to discuss and understand any changes in process and their responsiveness to changes occurring in the markets. In addition, the Company has implemented various other processes including randomly selecting purchased or sold securities and comparing execution prices to the estimates from the pricing service as well as reviewing reports that contain securities whose valuation did not change from their previous valuation (stale price review). The Company also uses an additional independent pricing service to further test the primary pricing service's valuation of the Company's fixed maturity portfolio.

The fair value estimates of most fixed maturity investments are based on observable market information rather than market quotes. Accordingly, the estimates of fair value for such fixed maturities, other than U.S. Treasury securities, provided by the pricing service are included in the amount disclosed in Level 2 of the hierarchy. The estimated fair value of U.S. Treasury securities is included in the amount disclosed in Level 1 as the estimates are based on unadjusted market prices.

The Company also holds certain fixed maturity investments which are not priced by the pricing service and, accordingly, estimates the fair value of such fixed maturities using an internal matrix that is based on market information regarding interest rates, credit spreads and liquidity. The underlying source data for calculating the matrix of credit spreads relative to the U.S. Treasury curve are the BofA Merrill Lynch U.S. Corporate Index and the BofA Merrill Lynch High Yield BB Rated Index. The Company includes the fair value estimates of these corporate bonds in Level 2, since all significant inputs are market observable.

While the vast majority of the Company's fixed maturities are included in Level 2, the Company holds a number of municipal bonds and corporate bonds which are not valued by the pricing service and estimates the fair value of these bonds using an internal pricing matrix with some unobservable inputs that are significant to the valuation. Due to the limited amount of observable market information, the Company includes the fair value estimates for these particular bonds in Level 3. The fair value of the fixed maturities for which the Company used an internal pricing matrix was \$101 million and \$92 million at December 31, 2015 and 2014, respectively. Additionally, the Company holds a small amount of other fixed maturity investments that have characteristics that make them unsuitable for matrix pricing. For these fixed maturities, the Company obtains a quote from a broker

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**4. FAIR VALUE MEASUREMENTS (Continued)**

(primarily the market maker). The fair value of the fixed maturities for which the Company received a broker quote was \$117 million and \$140 million at December 31, 2015 and 2014, respectively. Due to the disclaimers on the quotes that indicate that the price is indicative only, the Company includes these fair value estimates in Level 3.

*Equity Securities—Public Common Stock and Non-Redeemable Preferred Stock*

For public common stock and non-redeemable preferred stocks, the Company receives prices from pricing services that are based on observable market transactions and includes these estimates in the amount disclosed in Level 1. When current market quotes in active markets are unavailable for certain non-redeemable preferred stocks held by the Company, the Company receives an estimate of fair value from the pricing services. The services utilize similar methodologies to price the non-redeemable preferred stocks as they do for the fixed maturities. The Company includes the fair value estimate for these non-redeemable preferred stocks in the amount disclosed in Level 2.

*Other Investments*

The Company holds investments in various publicly-traded securities which are reported in other investments. These investments include mutual funds and other small holdings. The \$18 million and \$19 million fair value of these investments at December 31, 2015 and 2014, respectively, was disclosed in Level 1. At December 31, 2015 and 2014, the Company held investments in non-public common and preferred equity securities, with fair value estimates of \$38 million and \$36 million, respectively, reported in other investments, where the fair value estimate is determined either internally or by an external fund manager based on recent filings, operating results, balance sheet stability, growth and other business and market sector fundamentals. Due to the significant unobservable inputs in these valuations, the Company includes the total fair value estimate for all of these investments at December 31, 2015 and 2014 in the amount disclosed in Level 3.

*Derivatives*

At December 31, 2015 and 2014, the Company held \$2 million and \$4 million, respectively, of convertible bonds containing embedded conversion options that are valued separately from the host bond contract in the amount disclosed in Level 2—fixed maturities.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****4. FAIR VALUE MEASUREMENTS (Continued)****Fair Value Hierarchy**

The following tables present the level within the fair value hierarchy at which the Company's financial assets and financial liabilities are measured on a recurring basis. An investment transferred between levels during a period is transferred at its fair value as of the beginning of that period.

<u>(at December 31, 2015, in millions)</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Invested assets:</b>				
<b>Fixed maturities</b>				
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 2,194	\$ 2,194	\$ —	\$ —
Obligations of states, municipalities and political subdivisions	31,411	—	31,398	13
Debt securities issued by foreign governments	1,873	—	1,873	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	1,981	—	1,957	24
All other corporate bonds	23,089	—	22,915	174
Redeemable preferred stock	110	3	100	7
Total fixed maturities	<u>60,658</u>	<u>2,197</u>	<u>58,243</u>	<u>218</u>
<b>Equity securities</b>				
Public common stock	543	543	—	—
Non-redeemable preferred stock	162	55	107	—
Total equity securities	<u>705</u>	<u>598</u>	<u>107</u>	<u>—</u>
<b>Other investments</b>	<u>56</u>	<u>18</u>	<u>—</u>	<u>38</u>
<b>Total</b>	<u>\$ 61,419</u>	<u>\$ 2,813</u>	<u>\$ 58,350</u>	<u>\$ 256</u>

During the year ended December 31, 2015, the Company's transfers between Level 1 and Level 2 were not significant.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****4. FAIR VALUE MEASUREMENTS (Continued)**

<u>(at December 31, 2014, in millions)</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Invested assets:</b>				
<b>Fixed maturities</b>				
U.S. Treasury securities and obligations of U.S. government and government agencies and authorities	\$ 2,053	\$ 2,049	\$ 4	\$ —
Obligations of states, municipalities and political subdivisions	33,573	—	33,560	13
Debt securities issued by foreign governments	2,368	—	2,368	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	2,213	—	2,203	10
All other corporate bonds	23,135	—	22,934	201
Redeemable preferred stock	132	2	122	8
Total fixed maturities	<u>63,474</u>	<u>2,051</u>	<u>61,191</u>	<u>232</u>
<b>Equity securities</b>				
Public common stock	691	691	—	—
Non-redeemable preferred stock	208	82	126	—
Total equity securities	<u>899</u>	<u>773</u>	<u>126</u>	<u>—</u>
<b>Other investments</b>	<u>55</u>	<u>19</u>	<u>—</u>	<u>36</u>
<b>Total</b>	<u>\$ 64,428</u>	<u>\$ 2,843</u>	<u>\$ 61,317</u>	<u>\$ 268</u>

During the year ended December 31, 2014, the Company's transfers between Level 1 and Level 2 were not significant.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. FAIR VALUE MEASUREMENTS (Continued)

The following tables present the changes in the Level 3 fair value category for the years ended December 31, 2015 and 2014.

<u>(in millions)</u>	<u>Fixed Maturities</u>	<u>Other Investments</u>	<u>Total</u>
Balance at December 31, 2014	\$ 232	\$ 36	\$ 268
Total realized and unrealized investment gains (losses):			
Reported in net realized investment gains(1)	1	2	3
Reported in increases (decreases) in other comprehensive income	(4)	1	(3)
Purchases, sales and settlements/maturities:			
Purchases	202	1	203
Sales	(7)	(2)	(9)
Settlements/maturities	(41)	—	(41)
Gross transfers into Level 3	21	—	21
Gross transfers out of Level 3	(186)	—	(186)
Balance at December 31, 2015	<u>\$ 218</u>	<u>\$ 38</u>	<u>\$ 256</u>
Amount of total realized investment gains (losses) for the period included in the consolidated statement of income attributable to changes in the fair value of assets still held at the reporting date	<u>\$ —</u>	<u>\$ (1)</u>	<u>\$ (1)</u>

(1) Includes impairments on investments held at the end of the period as well as amortization on fixed maturities.

<u>(in millions)</u>	<u>Fixed Maturities</u>	<u>Other Investments</u>	<u>Total</u>
Balance at December 31, 2013	\$ 255	\$ 34	\$ 289
Total realized and unrealized investment gains (losses):			
Reported in net realized investment gains(1)	3	1	4
Reported in increases (decreases) in other comprehensive income	(2)	1	(1)
Purchases, sales and settlements/maturities:			
Purchases	232	1	233
Sales	(1)	(1)	(2)
Settlements/maturities	(90)	—	(90)
Gross transfers into Level 3	18	—	18
Gross transfers out of Level 3	(183)	—	(183)
Balance at December 31, 2014	<u>\$ 232</u>	<u>\$ 36</u>	<u>\$ 268</u>
Amount of total realized investment gains (losses) for the period included in the consolidated statement of income attributable to changes in the fair value of assets still held at the reporting date	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

(1) Includes impairments on investments held at the end of the period as well as amortization on fixed maturities.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. FAIR VALUE MEASUREMENTS (Continued)

Financial Instruments Disclosed, But Not Carried, At Fair Value

The Company uses various financial instruments in the normal course of its business. The Company's insurance contracts are excluded from fair value of financial instruments accounting guidance and, therefore, are not included in the amounts discussed below. The following tables present the carrying value and fair value of the Company's financial assets and financial liabilities disclosed, but not carried, at fair value, and the level within the fair value hierarchy at which such assets and liabilities are categorized.

<u>(at December 31, 2015, in millions)</u>	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Financial assets:</b>					
Short-term securities	\$ 4,671	\$ 4,671	\$ 1,685	\$ 2,958	\$ 28
<b>Financial liabilities:</b>					
Debt	\$ 6,244	\$ 7,180	\$ —	\$ 7,180	\$ —
Commercial paper	100	100	—	100	—
<u>(at December 31, 2014, in millions)</u>	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Financial assets:</b>					
Short-term securities	\$ 4,364	\$ 4,364	\$ 1,283	\$ 3,042	\$ 39
<b>Financial liabilities:</b>					
Debt	\$ 6,249	\$ 7,522	\$ —	\$ 7,522	\$ —
Commercial paper	100	100	—	100	—

The Company utilized a pricing service to estimate fair value for approximately 99% and 98% of short-term securities at December 31, 2015 and 2014, respectively. A description of the process and inputs used by the pricing service to estimate fair value is discussed in the "Fixed Maturities" section above. Estimates of fair value for U.S. Treasury securities and money market funds are based on market quotations received from the pricing service and are disclosed in Level 1 of the hierarchy. The fair value of other short-term fixed maturity securities is estimated by the pricing service using observable market inputs and is disclosed in Level 2 of the hierarchy. For short-term securities where an estimate is not obtained from the pricing service, the carrying value approximates fair value and is included in Level 3 of the hierarchy.

The Company utilized a pricing service to estimate fair value for 100% of its debt, including commercial paper, at December 31, 2015 and 2014. The pricing service utilizes market quotations for debt that have quoted prices in active markets. Since fixed maturities other than U.S. Treasury securities generally do not trade on a daily basis, the fair value estimates are based on market observable inputs and disclosed in Level 2 of the hierarchy.

The Company had no material assets or liabilities that were measured at fair value on a non-recurring basis during the years ended December 31, 2015 and 2014.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**5. REINSURANCE**

The Company's consolidated financial statements reflect the effects of assumed and ceded reinsurance transactions. Assumed reinsurance refers to the acceptance of certain insurance risks that other insurance companies have underwritten. Ceded reinsurance involves transferring certain insurance risks (along with the related written and earned premiums) the Company has underwritten to other insurance companies who agree to share these risks. The primary purpose of ceded reinsurance is to protect the Company, at a cost, from losses in excess of the amount it is prepared to accept and to protect the Company's capital. Reinsurance is placed on both a quota-share and excess-of-loss basis. Ceded reinsurance arrangements do not discharge the Company as the primary insurer, except for instances where the primary policy or policies have been novated, such as in certain structured settlement agreements.

The Company utilizes a corporate catastrophe excess-of-loss reinsurance treaty with unaffiliated reinsurers to manage its exposure to losses resulting from catastrophes and to protect its capital. In addition to the coverage provided under this treaty, the Company also utilizes catastrophe bonds to protect against certain weather-related and earthquake losses in the Northeastern United States, and a Northeast catastrophe reinsurance treaty to protect against losses resulting from weather-related and earthquake catastrophes in the Northeastern United States. The Company also utilizes excess-of-loss treaties to protect against earthquake losses up to a certain threshold in the Business and International Insurance segment (for certain markets) and for the Personal Insurance segment, and several reinsurance treaties specific to its international operations.

The Company monitors the financial condition of its reinsurers under voluntary reinsurance arrangements to evaluate the collectability of amounts due from reinsurers and as a basis for determining the reinsurers with which the Company conducts ongoing business. In addition, in the ordinary course of business, the Company may become involved in coverage disputes with its reinsurers. Some of these disputes could result in lawsuits and arbitrations brought by or against the reinsurers to determine the Company's rights and obligations under the various reinsurance agreements. The Company employs dedicated specialists and strategies to manage reinsurance collections and disputes.

Included in reinsurance recoverables are amounts related to involuntary reinsurance arrangements. The Company is required to participate in various involuntary reinsurance arrangements through assumed reinsurance, principally with regard to residual market mechanisms in workers' compensation and automobile insurance, as well as homeowners' insurance in certain coastal areas. In addition, the Company provides services for several of these involuntary arrangements (mandatory pools and associations) under which it writes such residual market business directly, then cedes 100% of this business to the mandatory pool. Such participations and servicing arrangements are arranged to mitigate credit risk to the Company, as any ceded balances are jointly backed by all the pool members.

Also included in reinsurance recoverables are amounts related to certain structured settlements. Structured settlements are annuities purchased from various life insurance companies to settle certain personal physical injury claims, of which workers' compensation claims comprise a significant portion. In cases where the Company did not receive a release from the claimant, the structured settlement is included in reinsurance recoverables and the related claim cost is included in the liability for claims and claim adjustment expense reserves, as the Company retains the contingent liability to the claimant. If it is expected that the life insurance company is not able to pay, the Company would recognize an impairment of the related reinsurance recoverable if, and to the extent, the purchased annuities are not

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**5. REINSURANCE (Continued)**

covered by state guaranty associations. In the event that the life insurance company fails to make the required annuity payments, the Company would be required to make such payments.

The following is a summary of reinsurance financial data reflected in the consolidated statement of income:

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Written premiums</b>			
Direct	\$ 24,939	\$ 24,844	\$ 23,952
Assumed	843	788	705
Ceded	(1,661)	(1,728)	(1,890)
Total net written premiums	<u>\$ 24,121</u>	<u>\$ 23,904</u>	<u>\$ 22,767</u>
<b>Earned premiums</b>			
Direct	\$ 24,740	\$ 24,810	\$ 23,891
Assumed	814	743	717
Ceded	(1,680)	(1,840)	(1,971)
Total net earned premiums	<u>\$ 23,874</u>	<u>\$ 23,713</u>	<u>\$ 22,637</u>
<b>Percentage of assumed earned premiums to net earned premiums</b>	<u>3.4%</u>	<u>3.1%</u>	<u>3.2%</u>
<b>Ceded claims and claim adjustment expenses incurred</b>	<u>\$ 1,034</u>	<u>\$ 953</u>	<u>\$ 1,019</u>

Ceded premiums include the premiums paid for coverage provided by the Company's catastrophe bonds.

Reinsurance recoverables include amounts recoverable on both paid and unpaid claims and were as follows:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
Gross reinsurance recoverables on paid and unpaid claims and claim adjustment expenses	\$ 3,848	\$ 4,270
Allowance for uncollectible reinsurance	(157)	(203)
<b>Net reinsurance recoverables</b>	<u>3,691</u>	<u>4,067</u>
Mandatory pools and associations	2,015	1,909
Structured settlements	3,204	3,284
<b>Total reinsurance recoverables</b>	<u>\$ 8,910</u>	<u>\$ 9,260</u>

**Terrorism Risk Insurance Program**

The Terrorism Risk Insurance Program is a Federal program administered by the Department of the Treasury authorized through December 31, 2020 that provides for a system of shared public and private compensation for certain insured losses resulting from certified acts of terrorism.

In order for a loss to be covered under the program (subject losses), the loss must meet certain aggregate industry loss minimums and must be the result of an event that is certified as an act of terrorism by the U.S. Secretary of the Treasury, in consultation with the Secretary of Homeland

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****5. REINSURANCE (Continued)**

Security and the Attorney General of the United States. The annual aggregate industry loss minimum under the program is \$120 million for 2016, but will increase over the life of the program to \$200 million by December 31, 2020. The program excludes from participation the following types of insurance: Federal crop insurance, private mortgage insurance, financial guaranty insurance, medical malpractice insurance, health or life insurance, flood insurance, reinsurance, commercial automobile, professional liability (other than directors and officers'), surety, burglary and theft, and farm-owners multi-peril. In the case of a war declared by Congress, only workers' compensation losses are covered by the program. All commercial property and casualty insurers licensed in the United States are generally required to participate in the program. Under the program, a participating insurer, in exchange for making terrorism insurance available, is entitled to be reimbursed by the Federal Government for 84% of subject losses in 2016, after an insurer deductible, subject to an annual cap. This reimbursement percentage will decrease over the remaining five-year life of the program to 80% of subject losses by December 31, 2020.

The deductible for any calendar year is equal to 20% of the insurer's direct earned premiums for covered lines for the preceding calendar year. The Company's estimated deductible under the program is \$2.43 billion for 2016. The annual cap limits the amount of aggregate subject losses for all participating insurers to \$100 billion. Once subject losses have reached the \$100 billion aggregate during a program year, participating insurers will not be liable under the program for additional covered terrorism losses for that program year. There have been no terrorism-related losses that have triggered program coverage since the program was established. Since the law is untested, there is substantial uncertainty as to how it will be applied if an act of terrorism is certified under the program. It is also possible that future legislative action could change or eliminate the program. Further, given the unpredictable frequency and severity of terrorism losses, as well as the limited terrorism coverage in the Company's own reinsurance program, future losses from acts of terrorism, particularly involving nuclear, biological, chemical or radiological events, could be material to the Company's operating results, financial position and/or liquidity in future periods. In addition, the Company may not have sufficient resources to respond to claims arising from a high frequency of high severity natural catastrophes and/or of man-made catastrophic events involving conventional means. While the Company seeks to manage its exposure to man-made catastrophic events involving conventional means, the Company may not have sufficient resources to respond to claims arising out of one or more man-made catastrophic events involving nuclear, biological, chemical or radiological means.

**6. GOODWILL AND OTHER INTANGIBLE ASSETS****Goodwill**

The following table presents the carrying amount of the Company's goodwill by segment:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
Business and International Insurance(1)	\$ 2,439	\$ 2,477
Bond & Specialty Insurance	496	496
Personal Insurance	612	612
Other	26	26
Total	<u>\$ 3,573</u>	<u>\$ 3,611</u>

- (1) Includes goodwill associated with the Company's international business which is subject to the impact of changes in foreign currency exchange rates.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****6. GOODWILL AND OTHER INTANGIBLE ASSETS (Continued)****Other Intangible Assets**

The following tables present a summary of the Company's other intangible assets by major asset class:

<u>(at December 31, 2015, in millions)</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Subject to amortization(1)	\$ 210	\$ 148	\$ 62
Not subject to amortization	217	—	217
Total	<u>\$ 427</u>	<u>\$ 148</u>	<u>\$ 279</u>

<u>(at December 31, 2014, in millions)</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net</u>
Subject to amortization(1)	\$ 669	\$ 582	\$ 87
Not subject to amortization	217	—	217
Total	<u>\$ 886</u>	<u>\$ 582</u>	<u>\$ 304</u>

- (1) Intangible assets subject to amortization are comprised of fair value adjustments on claims and claim adjustment expense reserves, reinsurance recoverables and other contract and customer-related intangibles. At December 31, 2014, the Company had certain customer-related intangibles with a gross carrying amount of \$460 million and accumulated amortization of \$446 million which became fully amortized during the second quarter of 2015. Fair value adjustments of \$5 million and \$191 million were recorded in connection with the acquisition of Dominion in 2013 and in connection with the merger of The St. Paul Companies, Inc. and Travelers Property Casualty Corp. in 2004, respectively, and were based on management's estimate of nominal claims and claim adjustment expense reserves and reinsurance recoverables. The method used calculated a risk adjustment to a risk-free discounted reserve that would, if reserves ran off as expected, produce results that yielded the assumed cost-of-capital on the capital supporting the loss reserves. The fair value adjustments are reported as other intangible assets on the consolidated balance sheet, and the amounts measured in accordance with the acquirer's accounting policies for insurance contracts have been reported as part of the claims and claim adjustment expense reserves and reinsurance recoverables. The intangible assets are being recognized into income over the expected payment pattern. Because the time value of money and the risk adjustment (cost of capital) components of the intangible assets run off at different rates, the amount recognized in income may be a net benefit in some periods and a net expense in other periods. Additionally, \$5 million of contract-related intangibles were recorded related to operating leases in connection with the acquisition of Dominion in 2013.

Amortization expense of intangible assets was \$26 million, \$46 million and \$46 million for the years ended December 31, 2015, 2014 and 2013, respectively. Intangible asset amortization expense is estimated to be \$11 million in 2016, \$9 million in 2017, \$8 million in 2018, \$6 million in 2019 and \$5 million in 2020.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. INSURANCE CLAIM RESERVES

Claims and claim adjustment expense reserves were as follows:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
Property-casualty	\$ 48,272	\$ 49,824
Accident and health	23	26
Total	<u>\$ 48,295</u>	<u>\$ 49,850</u>

The following table presents a reconciliation of beginning and ending property casualty reserve balances for claims and claim adjustment expenses:

<u>(at and for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Claims and claim adjustment expense reserves at beginning of year	\$ 49,824	\$ 50,865	\$ 50,888
Less reinsurance recoverables on unpaid losses	8,788	9,280	10,254
Net reserves at beginning of year	<u>41,036</u>	<u>41,585</u>	<u>40,634</u>
Estimated claims and claim adjustment expenses for claims arising in the current year	14,412	14,621	14,060
Estimated decrease in claims and claim adjustment expenses for claims arising in prior years	(897)	(957)	(944)
Total increases	<u>13,515</u>	<u>13,664</u>	<u>13,116</u>
Claims and claim adjustment expense payments for claims arising in:			
Current year	5,666	5,828	5,485
Prior years	8,669	8,099	8,477
Total payments	<u>14,335</u>	<u>13,927</u>	<u>13,962</u>
Acquisitions(1)	2	—	1,792
Unrealized foreign exchange (gain) loss	(395)	(286)	5
Net reserves at end of year	<u>39,823</u>	<u>41,036</u>	<u>41,585</u>
Plus reinsurance recoverables on unpaid losses	8,449	8,788	9,280
Claims and claim adjustment expense reserves at end of year	<u>\$ 48,272</u>	<u>\$ 49,824</u>	<u>\$ 50,865</u>

- (1) Amount in 2015 represents acquired net claims and claim adjustment expense reserves of Travelers Participações em Seguros Brasil S.A. at October 1, 2015. Amount in 2013 represents acquired net claims and claim adjustment expense reserves of Dominion at November 1, 2013. Dominion's gross reserves on that date were \$2,144 million. Dominion's reinsurance recoverables on unpaid losses on that date were \$352 million.

Gross claims and claim adjustment expense reserves at December 31, 2015 decreased by \$1.55 billion from December 31, 2014, primarily reflecting the impact of (i) payments related to operations in runoff, including a \$579 million payment related to the settlement of the Asbestos Direct Action Litigation as described in more detail in note 16, (ii) net favorable prior year reserve development and (iii) changes in foreign currency exchange rates. Gross claims and claim adjustment expense reserves at December 31, 2014 decreased by \$1.04 billion from December 31, 2013, primarily

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

reflecting the impact of (i) net favorable prior year reserve development and (ii) payments related to operations in runoff.

Reinsurance recoverables on unpaid losses at December 31, 2015 decreased by \$339 million from December 31, 2014, primarily reflecting the impact of cash collections in 2015. Reinsurance recoverables on unpaid losses at December 31, 2014 declined by \$492 million from December 31, 2013, reflecting the impacts of (i) net favorable prior year reserve development, (ii) cash collections, (iii) commutation agreements, as well as (iv) a slightly lower level of reinsurance purchased in 2014.

**Prior Year Reserve Development**

The following disclosures regarding reserve development are on a "net of reinsurance" basis.

2015.

In 2015, estimated claims and claim adjustment expenses incurred included \$897 million of net favorable development for claims arising in prior years, including \$941 million of net favorable prior year reserve development impacting the Company's results of operations and \$51 million of accretion of discount.

*Business and International Insurance.* Net favorable prior year reserve development in 2015 totaled \$405 million, primarily driven by better than expected loss experience in (i) the general liability product line (excluding increases to asbestos and environmental reserves discussed below), for both primary and excess coverages for accident years 2005 through 2013, reflecting a more favorable legal environment than the Company previously expected, (ii) the workers' compensation line of business for accident years 2006 and prior, (iii) the property product line related to catastrophe losses for accident years 2011, 2012 and 2014 and non-catastrophe losses for accident years 2013 and 2014 and (iv) the Company's operations in Canada and at Lloyd's. These factors contributing to net favorable prior year reserve development in 2015 were partially offset by \$224 million and \$72 million increases to asbestos and environmental reserves, respectively, which are discussed in further detail in the "Asbestos and Environmental Reserves" section below.

*Bond & Specialty Insurance.* Net favorable prior year reserve development in 2015 totaled \$258 million, primarily driven by better than expected loss experience in the fidelity and surety product line for accident years 2008 through 2014, which was partially driven by a reduction in outstanding exposures related to the financial crisis that commenced in 2007.

*Personal Insurance.* Net favorable prior year reserve development in 2015 totaled \$278 million, primarily driven by better than expected loss experience in (i) the Homeowners and Other product line for liability coverages for accident years 2011 through 2014, for non-catastrophe weather-related losses and non-weather-related losses for accident year 2014 and (ii) the Automobile product line for liability coverages for accident years 2012 through 2014.

2014.

In 2014, estimated claims and claim adjustment expenses incurred included \$957 million of net favorable development for claims arising in prior years, including \$941 million of net favorable prior

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

year reserve development impacting the Company's results of operations and \$50 million of accretion of discount.

*Business and International Insurance.* Net favorable prior year reserve development in 2014 totaled \$322 million, primarily driven by (i) better than expected loss experience in the general liability product line (excluding increases to asbestos and environmental reserves discussed below), primarily related to excess coverages for accident years 2008 through 2012, reflecting a more favorable legal environment than the Company previously expected, (ii) a \$162 million benefit resulting from better than expected loss experience related to, and the commutation of reinsurance treaties associated with, a workers' compensation reinsurance pool for accident years 1996 and prior, (iii) better than expected loss experience in the property product line for accident years 2010 through 2013, including catastrophe losses from Storm Sandy for accident year 2012 and (iv) better than expected loss experience in the commercial auto product line for accident years 2011 and 2012. These factors contributing to net favorable prior year reserve development in 2014 were partially offset by (i) \$250 million and \$87 million increases to asbestos and environmental reserves, respectively, which are discussed in further detail in the "Asbestos and Environmental Reserves" section below, (ii) an increase in unallocated loss adjustment expense reserves of \$77 million for interest awarded as part of damages pursuant to a court decision in the third quarter of 2014 related to a legal matter, which is discussed in more detail in the "Settlement of Asbestos Direct Action Litigation" section of note 16 and (iii) higher than expected loss experience for liability coverages in the commercial multi-peril product line for accident years 2010 through 2013.

*Bond & Specialty Insurance.* Net favorable prior year reserve development in 2014 totaled \$450 million, primarily driven by better than expected loss experience in the contract surety product line for accident years 2012 and prior.

*Personal Insurance.* Net favorable prior year reserve development in 2014 totaled \$169 million, primarily driven by better than expected loss experience in the Homeowners and Other product line for non-catastrophe weather-related losses for accident year 2013 and catastrophe losses for accident years 2011 through 2013.

2013.

In 2013, estimated claims and claim adjustment expenses incurred included \$944 million of net favorable development for claims arising in prior years, including \$840 million of net favorable prior year reserve development impacting the Company's results of operations and \$48 million of accretion of discount.

*Business and International Insurance.* Net favorable prior year reserve development in 2013 totaled \$399 million, primarily driven by better than expected loss experience in (i) the general liability product line for excess coverages for accident years 2012 and prior (excluding increases to asbestos and environmental reserves discussed below), reflecting a more favorable legal environment than the Company previously expected, (ii) the property product line related to both catastrophe and non-catastrophe losses for accident years 2010 through 2012, (iii) the workers' compensation line of business (which was largely offset by a \$42 million charge that was precipitated by legislation in New York enacted during the first quarter of 2013 related to the New York Fund for Reopened Cases for workers' compensation) and (iv) the surety line of business in Canada and the marine line of business

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

in the Company's operations at Lloyd's. These factors contributing to net favorable prior year reserve development in 2013 were partially offset by \$190 million and \$65 million increases to asbestos and environmental reserves, respectively, which are discussed in further detail in the "Asbestos and Environmental Reserves" section below and by higher than expected loss experience in the public and product liability line of business in the United Kingdom.

*Bond & Specialty Insurance.* Net favorable prior year reserve development in 2013 totaled \$232 million, primarily driven by better than expected loss experience in the contract surety product line for accident years 2010 and prior.

*Personal Insurance.* Net favorable prior year reserve development in 2013 totaled \$209 million, primarily driven by better than expected loss experience in the Homeowners and Other product line for catastrophe losses incurred in 2012, and non-catastrophe weather-related losses and non-weather-related losses for accident years 2012 and 2011.

**Asbestos and Environmental Reserves**

At December 31, 2015 and 2014, the Company's claims and claim adjustment expense reserves included \$2.17 billion and \$2.70 billion, respectively, for asbestos and environmental-related claims, net of reinsurance.

It is difficult to estimate the reserves for asbestos and environmental-related claims due to the vagaries of court coverage decisions, plaintiffs' expanded theories of liability, the risks inherent in complex litigation and other uncertainties, including, without limitation, those which are set forth below.

*Asbestos Reserves.* Because each policyholder presents different liability and coverage issues, the Company generally reviews the exposure presented by each policyholder at least annually. Among the factors which the Company may consider in the course of this review are: available insurance coverage, including the role of any umbrella or excess insurance the Company has issued to the policyholder; limits and deductibles; an analysis of the policyholder's potential liability; the jurisdictions involved; past and anticipated future claim activity and loss development on pending claims; past settlement values of similar claims; allocated claim adjustment expense; potential role of other insurance; the role, if any, of non-asbestos claims or potential non-asbestos claims in any resolution process; and applicable coverage defenses or determinations, if any, including the determination as to whether or not an asbestos claim is a products/completed operation claim subject to an aggregate limit and the available coverage, if any, for that claim.

In the third quarter of 2015, the Company completed its annual in-depth asbestos claim review, including a review of active policyholders and litigation cases for potential product and "non-product" liability, and noted the continuation of the following trends:

- continued high level of litigation activity in certain jurisdictions involving individuals alleging serious asbestos-related illness, primarily involving mesothelioma claims;
- while overall payment patterns have been generally stable, there has been an increase in severity for certain policyholders due to the continued high level of litigation activity; and
- continued moderate level of asbestos-related bankruptcy activity.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

While the Company believes that over the past several years there has been a reduction in the volatility associated with the Company's overall asbestos exposure, there nonetheless remains a high degree of uncertainty with respect to future exposure from asbestos claims.

In the Home Office and Field Office category, which accounts for the vast majority of policyholders with active asbestos-related claims, both the number of policyholders tendering asbestos claims for the first time and the number of policyholders with open asbestos claims declined when compared with 2014. Gross asbestos payments in this category were essentially unchanged when compared with 2014, while net asbestos-related payments increased in 2015 due to significant reinsurance billings relating to one policyholder in 2014. Payments on behalf of policyholders in these categories continue to be influenced by the high level of litigation activity in a limited number of jurisdictions where individuals alleging serious asbestos-related injury, primarily mesothelioma, continue to target defendants who were not traditionally primary targets of asbestos litigation.

The Company's quarterly asbestos reserve reviews include an analysis of exposure and claim payment patterns by policyholder category, as well as recent settlements, policyholder bankruptcies, judicial rulings and legislative actions. The Company also analyzes developing payment patterns among policyholders in the Home Office and Field Office, and Assumed Reinsurance and Other categories as well as projected reinsurance billings and recoveries. In addition, the Company reviews its historical gross and net loss and expense paid experience, year-by-year, to assess any emerging trends, fluctuations, or characteristics suggested by the aggregate paid activity. Conventional actuarial methods are not utilized to establish asbestos reserves nor have the Company's evaluations resulted in any way of determining a meaningful average asbestos defense or indemnity payment.

The completion of these reviews and analyses in 2015, 2014 and 2013 resulted in \$224 million, \$250 million and \$190 million increases, respectively, in the Company's net asbestos reserves. In each year, the reserve increases were primarily driven by increases in the Company's estimate of projected settlement and defense costs related to a broad number of policyholders in the Home Office category due to a higher level of litigation activity surrounding mesothelioma claims than previously anticipated. In addition, the reserve increase in 2013 also reflected higher projected payments on assumed reinsurance accounts. The increase in the estimate of projected settlement and defense costs resulted from payment trends that continue to be higher than previously anticipated due to the impact of the current litigation environment discussed above. Notwithstanding these trends, the Company's overall view of the underlying asbestos environment is essentially unchanged from recent periods and there remains a high degree of uncertainty with respect to future exposure to asbestos claims.

Net asbestos paid loss and loss expenses in 2015, 2014 and 2013 were \$770 million, \$242 million and \$218 million, respectively. Net payments in 2015 included the payment of the \$502 million settlement amounts related to the Settlement of Asbestos Direct Action Litigation as described in more detail in note 16. Approximately 69%, 8% and 1% of total net paid losses in 2015, 2014 and 2013, respectively, related to policyholders with whom the Company had entered into settlement agreements limiting the Company's liability.

*Environmental Reserves.* In establishing environmental reserves, the Company evaluates the exposure presented by each policyholder and the anticipated cost of resolution, if any. In the course of this analysis, the Company generally considers the probable liability, available coverage and relevant judicial interpretations. In addition, the Company considers the many variables presented, such as: the

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

nature of the alleged activities of the policyholder at each site; the number of sites; the total number of potentially responsible parties at each site; the nature of the alleged environmental harm and the corresponding remedy at each site; the nature of government enforcement activities at each site; the ownership and general use of each site; the overall nature of the insurance relationship between the Company and the policyholder, including the role of any umbrella or excess insurance the Company has issued to the policyholder; the involvement of other insurers; the potential for other available coverage, including the number of years of coverage; the role, if any, of non-environmental claims or potential non-environmental claims in any resolution process; and the applicable law in each jurisdiction. The evaluation of the exposure presented by a policyholder can change as information concerning that policyholder and the many variables presented is developed. Conventional actuarial methods are not used to estimate these reserves.

The Company continues to receive notices from policyholders tendering claims for the first time, frequently under policies issued prior to the mid-1980s. These policyholders continue to present smaller exposures, have fewer sites and are lower tier defendants. Further, in many instances, clean-up costs have been reduced because regulatory agencies are willing to accept risk-based site analyses and more efficient clean-up technologies. Over the past several years, the Company has experienced generally favorable trends in the number of new policyholders tendering environmental claims for the first time and in the number of pending declaratory judgment actions relating to environmental matters. However, the degree to which those favorable trends have continued has been less than anticipated. In addition, reserve development on existing environmental claims has been greater than anticipated. As a result of these factors, in 2015, 2014 and 2013, the Company increased its net environmental reserves by \$72 million, \$87 million and \$65 million, respectively.

*Asbestos and Environmental Reserves.* As a result of the processes and procedures discussed above, management believes that the reserves carried for asbestos and environmental claims are appropriately established based upon known facts, current law and management's judgment. However, the uncertainties surrounding the final resolution of these claims continue, and it is difficult to determine the ultimate exposure for asbestos and environmental claims and related litigation. As a result, these reserves are subject to revision as new information becomes available and as claims develop. The continuing uncertainties include, without limitation, the risks and lack of predictability inherent in complex litigation, any impact from the bankruptcy protection sought by various asbestos producers and other asbestos defendants, a further increase or decrease in the cost to resolve, and/or the number of, asbestos and environmental claims beyond that which is anticipated, the emergence of a greater number of asbestos claims than anticipated as a result of extended life expectancies resulting from medical advances and lifestyle improvements, the role of any umbrella or excess policies the Company has issued, the resolution or adjudication of disputes pertaining to the amount of available coverage for asbestos and environmental claims in a manner inconsistent with the Company's previous assessment of these claims, the number and outcome of direct actions against the Company, future developments pertaining to the Company's ability to recover reinsurance for asbestos and environmental claims and the unavailability of other insurance sources potentially available to policyholders, whether through exhaustion of policy limits or through the insolvency of other participating insurers. In addition, uncertainties arise from the insolvency or bankruptcy of policyholders and other defendants. It is also not possible to predict changes in the legal, regulatory and legislative environment and their impact on the future development of asbestos and environmental claims. This environment could be affected by changes in applicable legislation and future court and

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**7. INSURANCE CLAIM RESERVES (Continued)**

regulatory decisions and interpretations, including the outcome of legal challenges to legislative and/or judicial reforms establishing medical criteria for the pursuit of asbestos claims. It is also difficult to predict the ultimate outcome of complex coverage disputes until settlement negotiations near completion and significant legal questions are resolved or, failing settlement, until the dispute is adjudicated. This is particularly the case with policyholders in bankruptcy where negotiations often involve a large number of claimants and other parties and require court approval to be effective. As part of its continuing analysis of asbestos and environmental reserves, the Company continues to study the implications of these and other developments.

Because of the uncertainties set forth above, additional liabilities may arise for amounts in excess of the Company's current reserves. In addition, the Company's estimate of claims and claim adjustment expenses may change. These additional liabilities or increases in estimates, or a range of either, cannot now be reasonably estimated and could result in income statement charges that could be material to the Company's operating results in future periods.

**Catastrophe Exposure**

The Company has geographic exposure to catastrophe losses, which can be caused by a variety of events, including, among others, hurricanes, tornadoes and other windstorms, earthquakes, hail, wildfires, severe winter weather, floods, tsunamis, volcanic eruptions and other naturally-occurring events, such as solar flares. Catastrophes can also result from terrorist attacks and other intentionally destructive acts including those involving nuclear, biological, chemical, radiological, cyber-attacks, explosions and infrastructure failures. The incidence and severity of catastrophes are inherently unpredictable. The extent of losses from a catastrophe is a function of both the total amount of insured exposure in the area affected by the event and the severity of the event. Most catastrophes are restricted to small geographic areas; however, hurricanes and earthquakes may produce significant damage in larger areas, especially those that are heavily populated. The Company generally seeks to mitigate its exposure to catastrophes through individual risk selection and the purchase of catastrophe reinsurance.

There are also risks which impact the estimation of ultimate costs for catastrophes. For example, the estimation of reserves related to hurricanes can be affected by the inability of the Company and its insureds to access portions of the impacted areas, the complexity of factors contributing to the losses, the legal and regulatory uncertainties and the nature of the information available to establish the reserves. Complex factors include, but are not limited to: determining whether damage was caused by flooding versus wind; evaluating general liability and pollution exposures; estimating additional living expenses; the impact of demand surge; the potential impact of changing climate conditions, including higher frequency and severity of weather-related events; infrastructure disruption; fraud; the effect of mold damage and business income interruption costs; and reinsurance collectibility. The timing of a catastrophe's occurrence, such as at or near the end of a reporting period, can also affect the information available to the Company in estimating reserves for that reporting period. The estimates related to catastrophes are adjusted as actual claims emerge.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. DEBT

Debt outstanding was as follows:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
<b>Short-term:</b>		
Commercial paper	\$ 100	\$ 100
6.25% Senior notes due June 20, 2016	400	—
5.50% Senior notes due December 1, 2015	—	400
Total short-term debt	<u>500</u>	<u>500</u>
<b>Long-term:</b>		
6.25% Senior notes due June 20, 2016	—	400
5.75% Senior notes due December 15, 2017	450	450
5.80% Senior notes due May 15, 2018	500	500
5.90% Senior notes due June 2, 2019	500	500
3.90% Senior notes due November 1, 2020	500	500
7.75% Senior notes due April 15, 2026	200	200
7.625% Junior subordinated debentures due December 15, 2027	125	125
6.375% Senior notes due March 15, 2033	500	500
6.75% Senior notes due June 20, 2036	400	400
6.25% Senior notes due June 15, 2037	800	800
5.35% Senior notes due November 1, 2040	750	750
4.60% Senior notes due August 1, 2043	500	500
4.30% Senior notes due August 25, 2045	400	—
8.50% Junior subordinated debentures due December 15, 2045	56	56
8.312% Junior subordinated debentures due July 1, 2046	73	73
6.25% Fixed-to-floating rate junior subordinated debentures due March 15, 2067	107	107
Total long-term debt	<u>5,861</u>	<u>5,861</u>
Total debt principal	<u>6,361</u>	<u>6,361</u>
Unamortized fair value adjustment	49	50
Unamortized debt issuance costs	(66)	(62)
Total debt	<u>\$ 6,344</u>	<u>\$ 6,349</u>

*2015 Debt Issuance.* On August 25, 2015, the Company issued \$400 million aggregate principal amount of 4.30% senior notes that will mature on August 25, 2045. The net proceeds of the issuance, after original issuance discount and the deduction of underwriting expenses and commissions and other expenses, totaled approximately \$392 million. Interest on the senior notes is payable semi-annually in arrears on February 25 and August 25, commencing on February 25, 2016. Prior to February 25, 2045, the senior notes may be redeemed, in whole or in part, at the Company's option, at any time or from time to time, at a redemption price equal to the greater of (a) 100% of the principal amount of any senior notes to be redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest on any senior notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current rate of a treasury security having a maturity comparable to the remaining term of these senior notes, plus 25 basis points. On or after February 25,

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**8. DEBT (Continued)**

2045, the senior notes may be redeemed, in whole or in part, at the Company's option, at any time or from time to time, at a redemption price equal to 100% of the principal amount of any senior notes to be redeemed.

*2015 Debt Repayment.* On December 1, 2015, the Company's \$400 million, 5.50% senior notes matured and were fully paid.

*2013 Debt Issuance.* On July 25, 2013, the Company issued \$500 million aggregate principal amount of 4.60% senior notes that will mature on August 1, 2043. The net proceeds of the issuance, after original issuance discount and the deduction of underwriting expenses and commissions and other expenses, totaled approximately \$494 million. Interest on the senior notes is payable semi-annually in arrears on February 1 and August 1. The senior notes are redeemable in whole at any time or in part from time to time, at the Company's option, at a redemption price equal to the greater of (a) 100% of the principal amount of senior notes to be redeemed or (b) the sum of the present value of the remaining scheduled payments of principal and interest on the senior notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current treasury rate (as defined) plus 15 basis points.

*2013 Debt Repayment.* On March 15, 2013, the Company's \$500 million, 5.00% senior notes matured and were fully paid.

**Description of Debt**

*Commercial Paper*—The Company maintains an \$800 million commercial paper program, supported by a \$1.0 billion bank credit agreement that expires on June 7, 2018. (See "Credit Agreement" discussion that follows.) Interest rates on commercial paper issued in 2015 ranged from 0.09% to 0.30%, and in 2014 ranged from 0.08% to 0.15%.

*Senior Notes*—The Company's various senior debt issues are unsecured obligations that rank equally with one another. Interest payments are made semi-annually. The Company generally may redeem some or all of the notes prior to maturity in accordance with terms unique to each debt instrument.

*Junior Subordinated Debentures*—The Company's \$107 million remaining aggregate principal amount of 6.25% fixed-to-floating rate debentures bear interest at an annual rate of 6.25% from the date of issuance to, but excluding, March 15, 2017, payable semi-annually in arrears on March 15 and September 15. From and including March 15, 2017, the debentures will bear interest at an annual rate equal to three-month LIBOR plus 2.215%, payable quarterly on March 15, June 15, September 15 and December 15 of each year. The Company can redeem the debentures at its option, in whole or in part, at any time on or after March 15, 2017 at a redemption price of 100% of the principal amount being redeemed plus accrued but unpaid interest. The Company can redeem the debentures at its option prior to March 15, 2017 (a) in whole at any time or in part from time to time or (b) in whole, but not in part, in the event of certain tax or rating agency events relating to the debentures, at a redemption price equal to the greater of 100% of the principal amount being redeemed and the applicable make-whole amount, in each case plus any accrued and unpaid interest.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****8. DEBT (Continued)**

The Company has the right, on one or more occasions, to defer the payment of interest on the debentures. The Company will not be required to settle deferred interest until it has deferred interest for five consecutive years or, if earlier, made a payment of current interest during a deferral period. The Company may defer interest for up to ten consecutive years without giving rise to an event of default. Deferred interest will accumulate additional interest at an annual rate equal to the annual interest rate then applicable to the debentures.

The debentures have a final maturity date of March 15, 2067 and a scheduled maturity date of March 15, 2037. The Company can redeem the debentures at its option any time (as described above) using any source of funds, including cash. If the Company chooses not to redeem the debentures, then during the 180-day period ending not more than 15 and not less than ten business days prior to the scheduled maturity date, the Company will be required to use commercially reasonable efforts to sell enough qualifying capital securities to permit repayment of the debentures at the scheduled maturity date. If any debentures remain outstanding after the scheduled maturity date, unless and until the Company redeems the debentures (as described above) using any source of funds, including cash, the Company shall be required to use its commercially reasonable efforts on a quarterly basis to raise sufficient proceeds from the sale of qualifying capital securities to permit the repayment in full of the debentures. If there are remaining debentures at the final maturity date, the Company is required to redeem the debentures using any source of funds. Qualifying capital securities are securities (other than common stock, qualifying warrants, mandatorily convertible preferred stock, debt exchangeable for common equity, and debt exchangeable for preferred equity) which generally are treated by the ratings agencies as having similar equity content to the debentures.

The Company's three other junior subordinated debenture instruments are all similar in nature to each other. Three separate business trusts issued preferred securities to investors and used the proceeds to purchase the Company's subordinated debentures. Interest on each of the instruments is paid semi-annually.

The Company's consolidated balance sheet includes the debt instruments acquired in the merger, which were recorded at fair value as of the acquisition date. The resulting fair value adjustment is being amortized over the remaining life of the respective debt instruments using the effective-interest method. The amortization of the fair value adjustment reduced interest expense by \$1 million for each of the years ended December 31, 2015 and 2014.

The following table presents merger-related unamortized fair value adjustments and the related effective interest rate:

<u>(in millions)</u>	<u>Issue Rate</u>	<u>Maturity Date</u>	<u>Unamortized Fair Value Purchase Adjustment at December 31,</u>		<u>Effective Interest Rate to Maturity</u>
			<u>2015</u>	<u>2014</u>	
<b>Subordinated debentures</b>	7.625%	Dec. 2027	\$ 15	\$ 16	6.147%
	8.500%	Dec. 2045	15	15	6.362%
	8.312%	Jul. 2046	19	19	6.362%
Total			<u>\$ 49</u>	<u>\$ 50</u>	

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**8. DEBT (Continued)**

The Travelers Companies, Inc. fully and unconditionally guarantees the payment of all principal, premiums, if any, and interest on certain debt obligations of its subsidiaries TPC and Travelers Insurance Group Holdings Inc. The guarantees pertain to the \$200 million 7.75% notes due 2026 and the \$500 million 6.375% notes due 2033.

*Maturities*—The amount of debt obligations, other than commercial paper, that become due in each of the next five years is as follows: 2016, \$400 million; 2017, \$450 million; 2018, \$500 million; 2019, \$500 million; and 2020, \$500 million.

**Credit Agreement**

The Company is party to a five-year, \$1.0 billion revolving credit agreement with a syndicate of financial institutions that expires in June 2018. Pursuant to the credit agreement covenants, the Company must maintain a minimum consolidated net worth, defined as shareholders' equity determined in accordance with GAAP plus (a) trust preferred securities (not to exceed 15% of total capital) and (b) mandatorily convertible securities (combined with trust preferred securities, not to exceed 25% of total capital) less goodwill and other intangible assets, of \$13.73 billion. In addition, the credit agreement contains other customary restrictive covenants as well as certain customary events of default, including with respect to a change in control, which is defined to include the acquisition of 35% or more of the Company's voting stock and certain changes in the composition of the Company's board of directors. At December 31, 2015, the Company was in compliance with these covenants. Generally, the cost of borrowing under this agreement will range from LIBOR plus 87.5 basis points to LIBOR plus 150 basis points, depending on the Company's credit ratings. At December 31, 2015, that cost would have been LIBOR plus 112.5 basis points, had there been any amounts outstanding under the credit agreement. This credit agreement also supports the Company's commercial paper program.

**Shelf Registration**

In June 2013, the Company filed with the Securities and Exchange Commission a universal shelf registration statement for the potential offering and sale of securities to replace the Company's previous registration statement that had expired in the normal course of business. The Company may offer these securities from time to time at prices and on other terms to be determined at the time of offering.

**9. SHAREHOLDERS' EQUITY AND DIVIDEND AVAILABILITY**

**Authorized Shares**

The number of authorized shares of the Company is 1.755 billion, consisting of five million of preferred stock, 1.745 billion shares of voting common stock and five million undesignated shares. The Company's Articles of Incorporation authorize the board of directors to establish, from the undesignated shares, one or more classes and series of shares, and to further designate the type of shares and terms thereof.

**Preferred Stock**

In May 2013, the Company's shareholders voted to amend the Company's Articles of Incorporation to provide authority to issue up to five million additional shares of preferred stock. Subsequent to this amendment of the Company's Articles of Incorporation, the Company filed a shelf registration statement with the Securities and Exchange Commission in June 2013 pursuant to which it may publicly sell securities, including the new preferred stock, from time to time.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****9. SHAREHOLDERS' EQUITY AND DIVIDEND AVAILABILITY (Continued)****Common Stock**

The Company is governed by the Minnesota Business Corporation Act. All authorized shares of voting common stock have no par value. Shares of common stock reacquired are considered authorized and unissued shares.

**Treasury Stock**

The Company's board of directors has approved common share repurchase authorizations under which repurchases may be made from time to time in the open market, pursuant to pre-set trading plans meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, in private transactions or otherwise. The authorizations do not have a stated expiration date. The timing and actual number of shares to be repurchased in the future will depend on a variety of factors, including the Company's financial position, earnings, share price, catastrophe losses, maintaining capital levels commensurate with the Company's desired ratings from independent rating agencies, funding of the Company's qualified pension plan, capital requirements of the Company's operating subsidiaries, legal requirements, regulatory constraints, other investment opportunities (including mergers and acquisitions and related financings), market conditions and other factors. In April 2015, the board of directors approved a share repurchase authorization that added an additional \$5.0 billion of repurchase capacity. The following table summarizes repurchase activity in 2015 and remaining repurchase capacity at December 31, 2015.

<u>Quarterly Period Ending (in millions, except per share amounts)</u>	<u>Number of shares purchased</u>	<u>Cost of shares repurchased</u>	<u>Average price paid per share</u>	<u>Remaining capacity under share repurchase authorization</u>
March 31, 2015	5.6	\$ 600	\$ 106.97	\$ 884
June 30, 2015	7.9	800	101.62	5,084
September 30, 2015	7.3	750	102.81	4,334
December 31, 2015	8.8	1,000	113.47	3,334
Total	<u>29.6</u>	<u>\$ 3,150</u>	106.46	3,334

The Company's Amended and Restated 2004 Stock Incentive Plan and the 2014 Stock Incentive Plan provide settlement alternatives to employees in which the Company retains shares to cover tax withholding costs and exercise costs. During the years ended December 31, 2015 and 2014, the Company acquired \$74 million and \$58 million, respectively, of its common stock under this plan.

Common shares acquired are reported as treasury stock in the consolidated balance sheet.

**Dividend Availability**

The Company's U.S. insurance subsidiaries, domiciled principally in the State of Connecticut, are subject to various regulatory restrictions that limit the maximum amount of dividends available to be paid by each insurance subsidiary to its respective parent company without prior approval of insurance regulatory authorities. A maximum of \$3.81 billion is available by the end of 2016 for such dividends to the holding company, TRV, without prior approval of the Connecticut Insurance Department. The Company may choose to accelerate the timing within 2016 and/or increase the amount of dividends

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**9. SHAREHOLDERS' EQUITY AND DIVIDEND AVAILABILITY (Continued)**

from its insurance subsidiaries in 2016, which could result in certain dividends being subject to approval by the Connecticut Insurance Department.

In addition to the regulatory restrictions on the availability of dividends that can be paid by the Company's U.S. insurance subsidiaries, the maximum amount of dividends that may be paid to the Company's shareholders is limited, to a lesser degree, by certain covenants contained in its line of credit agreement with a syndicate of financial institutions that require the Company to maintain a minimum consolidated net worth as described in note 8.

TRV is not dependent on dividends or other forms of repatriation from its foreign operations to support its liquidity needs. The undistributed earnings of the Company's foreign operations are not material and are intended to be permanently reinvested in those operations.

TRV and its two non-insurance holding company subsidiaries received dividends of \$3.75 billion, \$4.10 billion and \$2.90 billion from their U.S. insurance subsidiaries in 2015, 2014 and 2013, respectively.

For the years ended December 31, 2015, 2014 and 2013, TRV declared cash dividends per common share of \$2.38, \$2.15 and \$1.96, respectively, and paid cash dividends of \$739 million, \$729 million and \$729 million, respectively.

**Statutory Net Income and Statutory Capital and Surplus**

Statutory net income of the Company's domestic and international insurance subsidiaries was \$3.80 billion, \$3.97 billion and \$4.18 billion for the years ended December 31, 2015, 2014 and 2013, respectively. Statutory capital and surplus of the Company's domestic and international insurance subsidiaries was \$20.57 billion and \$21.05 billion at December 31, 2015 and 2014, respectively.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. OTHER COMPREHENSIVE INCOME AND ACCUMULATED OTHER COMPREHENSIVE INCOME

The following table presents the changes in the Company's accumulated other comprehensive income (AOCI) for the years ended December 31, 2015, 2014 and 2013.

(in millions)	Changes in Net Unrealized Gains on Investment Securities Having No Credit Losses Recognized in the Consolidated Statement of Income	Changes in Net Unrealized Gains on Investment Securities Having Credit Losses Recognized in the Consolidated Statement of Income	Net Benefit Plan Assets and Obligations Recognized in Shareholders' Equity	Net Unrealized Foreign Currency Translation	Total Accumulated Other Comprehensive Income (Loss)
<b>Balance, December 31, 2012</b>	<b>\$ 2,908</b>	<b>\$ 195</b>	<b>\$ (857)</b>	<b>\$ (10)</b>	<b>\$ 2,236</b>
Other comprehensive income (loss) (OCI) before reclassifications	(1,740)	(2)	358	(79)	(1,463)
Amounts reclassified from AOCI	(43)	4	68	8	37
Net OCI, current period	(1,783)	2	426	(71)	(1,426)
<b>Balance, December 31, 2013</b>	<b>1,125</b>	<b>197</b>	<b>(431)</b>	<b>(81)</b>	<b>810</b>
OCI before reclassifications	667	(2)	(363)	(250)	52
Amounts reclassified from AOCI	(24)	3	39	—	18
Net OCI, current period	643	1	(324)	(250)	70
<b>Balance, December 31, 2014</b>	<b>1,768</b>	<b>198</b>	<b>(755)</b>	<b>(331)</b>	<b>880</b>
OCI before reclassifications	(641)	(11)	(18)	(419)	(1,089)
Amounts reclassified from AOCI	(27)	2	60	17	52
Net OCI, current period	(668)	(9)	42	(402)	(1,037)
<b>Balance, December 31, 2015</b>	<b>\$ 1,100</b>	<b>\$ 189</b>	<b>\$ (713)</b>	<b>\$ (733)</b>	<b>\$ (157)</b>

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****10. OTHER COMPREHENSIVE INCOME AND ACCUMULATED OTHER COMPREHENSIVE INCOME (Continued)**

The following table presents the pretax components of the Company's other comprehensive income (loss) and the related income tax expense (benefit).

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Changes in net unrealized gains on investment securities:			
Having no credit losses recognized in the consolidated statement of income	\$ (1,020)	\$ 976	\$ (2,734)
Income tax expense (benefit)	(352)	333	(951)
Net of taxes	<u>(668)</u>	<u>643</u>	<u>(1,783)</u>
Having credit losses recognized in the consolidated statement of income	(14)	2	3
Income tax expense (benefit)	(5)	1	1
Net of taxes	<u>(9)</u>	<u>1</u>	<u>2</u>
Net changes in benefit plan assets and obligations	66	(494)	647
Income tax expense (benefit)	24	(170)	221
Net of taxes	<u>42</u>	<u>(324)</u>	<u>426</u>
Net changes in unrealized foreign currency translation	(461)	(289)	(112)
Income tax benefit	(59)	(39)	(41)
Net of taxes	<u>(402)</u>	<u>(250)</u>	<u>(71)</u>
Total other comprehensive income (loss)	<u>(1,429)</u>	195	(2,196)
Total income tax expense (benefit)	<u>(392)</u>	125	(770)
<b>Total other comprehensive income (loss), net of taxes</b>	<u><u>\$ (1,037)</u></u>	<u><u>\$ 70</u></u>	<u><u>\$ (1,426)</u></u>

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****10. OTHER COMPREHENSIVE INCOME AND ACCUMULATED OTHER COMPREHENSIVE INCOME (Continued)**

The following table presents the pretax and related income tax (expense) benefit components of the amounts reclassified from the Company's AOCI to the Company's consolidated statement of income.

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Reclassification adjustments related to unrealized gains on investment securities:			
Having no credit losses recognized in the consolidated statement of income(1)	\$ (42)	\$ (36)	\$ (66)
Income tax expense(2)	(15)	(12)	(23)
Net of taxes	(27)	(24)	(43)
Having credit losses recognized in the consolidated statement of income(1)	2	4	5
Income tax benefit(2)	—	1	1
Net of taxes	2	3	4
Reclassification adjustment related to benefit plan assets and obligations(3)	93	60	105
Income tax benefit(2)	33	21	37
Net of taxes	60	39	68
Reclassification adjustment related to foreign currency translation(1)	26	—	8
Income tax benefit(2)	9	—	—
Net of taxes	17	—	8
Total reclassifications	79	28	52
Total income tax benefit	27	10	15
<b>Total reclassifications, net of taxes</b>	<b>\$ 52</b>	<b>\$ 18</b>	<b>\$ 37</b>

- (1) (Increases) decreases net realized investment gains on the consolidated statement of income.
- (2) (Increases) decreases income tax expense on the consolidated statement of income.
- (3) Increases (decreases) general and administrative expenses on the consolidated statement of income.

**11. EARNINGS PER SHARE**

Basic earnings per share was computed by dividing income available to common shareholders by the weighted average number of common shares outstanding during the period. The computation of diluted earnings per share reflected the effect of potentially dilutive securities.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****11. EARNINGS PER SHARE (Continued)**

The following is a reconciliation of the income and share data used in the basic and diluted earnings per share computations:

<u>(for the year ended December 31, in millions, except per share amounts)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Basic and Diluted</b>			
Net income, as reported	\$ 3,439	\$ 3,692	\$ 3,673
Participating share-based awards—allocated income	(25)	(27)	(27)
Net income available to common shareholders—basic and diluted	<u>\$ 3,414</u>	<u>\$ 3,665</u>	<u>\$ 3,646</u>
<b>Common Shares</b>			
<b>Basic</b>			
Weighted average shares outstanding	<u>310.6</u>	<u>338.8</u>	<u>370.3</u>
<b>Diluted</b>			
Weighted average shares outstanding	310.6	338.8	370.3
Weighted average effects of dilutive securities:			
Stock options and performance shares	<u>3.3</u>	<u>3.7</u>	<u>4.0</u>
Total	<u>313.9</u>	<u>342.5</u>	<u>374.3</u>
<b>Net income Per Common Share</b>			
Basic	<u>\$ 10.99</u>	<u>\$ 10.82</u>	<u>\$ 9.84</u>
Diluted	<u>\$ 10.88</u>	<u>\$ 10.70</u>	<u>\$ 9.74</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

12. INCOME TAXES

<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Composition of income tax expense included in the consolidated statement of income</b>			
Current expense:			
Federal	\$ 1,144	\$ 1,216	\$ 1,059
Foreign	29	28	30
State	9	10	6
Total current tax expense	<u>1,182</u>	<u>1,254</u>	<u>1,095</u>
Deferred expense:			
Federal	117	121	167
Foreign	2	22	10
Total deferred tax expense	<u>119</u>	<u>143</u>	<u>177</u>
Total income tax expense included in the consolidated statement of income	<u>1,301</u>	1,397	1,272
<b>Composition of income tax expense (benefit) included in shareholders' equity</b>			
Expense (benefit) relating to share-based compensation, the changes in unrealized gain on investments, unrealized loss on foreign exchange and other items in other comprehensive income	(448)	68	(822)
Total income tax expense included in the consolidated financial statements	<u>\$ 853</u>	<u>\$ 1,465</u>	<u>\$ 450</u>
<u>(for the year ended December 31, in millions)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Income before income taxes</b>			
U.S.	\$ 4,621	\$ 4,899	\$ 4,804
Foreign	119	190	141
Total income before income taxes	<u>4,740</u>	<u>5,089</u>	<u>4,945</u>
<b>Effective tax rate</b>			
Statutory tax rate	35%	35%	35%
Expected federal income tax expense	1,659	1,781	1,731
Tax effect of:			
Nontaxable investment income	(345)	(379)	(409)
Other, net	(13)	(5)	(50)
Total income tax expense	<u>\$ 1,301</u>	<u>\$ 1,397</u>	<u>\$ 1,272</u>
Effective tax rate	<u>27%</u>	<u>27%</u>	<u>26%</u>

The Company paid income taxes of \$1.21 billion, \$1.15 billion and \$1.06 billion during the years ended December 31, 2015, 2014 and 2013, respectively. The current income tax payable was \$50 million and \$139 million at December 31, 2015 and 2014, respectively, and was included in other liabilities in the consolidated balance sheet.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****12. INCOME TAXES (Continued)**

The net deferred tax asset comprises the tax effects of temporary differences related to the following assets and liabilities:

<u>(at December 31, in millions)</u>	<u>2015</u>	<u>2014</u>
<b>Deferred tax assets</b>		
Claims and claim adjustment expense reserves	\$ 691	\$ 768
Unearned premium reserves	731	709
Compensation-related liabilities	326	345
Other	320	346
Total gross deferred tax assets	<u>2,068</u>	<u>2,168</u>
<b>Deferred tax liabilities</b>		
Deferred acquisition costs	580	565
Investments	867	1,267
Internally developed software	134	130
Other	191	173
Total gross deferred tax liabilities	<u>1,772</u>	<u>2,135</u>
Net deferred tax asset	<u>\$ 296</u>	<u>\$ 33</u>

If the Company determines that any of its deferred tax assets will not result in future tax benefits, a valuation allowance must be established for the portion of these assets that are not expected to be realized. Based upon a review of the Company's anticipated future taxable income, and also including all other available evidence, both positive and negative, the Company's management concluded that it is more likely than not that the gross deferred tax assets will be realized.

For tax return purposes, as of December 31, 2015, the Company had net operating loss (NOL) carryforwards in the United States, Brazil and the United Kingdom. The amount and timing of realizing the benefits of NOL carryforwards depend on future taxable income and limitations imposed by tax laws. The benefits of the NOL carryforwards have been recognized in the consolidated financial statements and are included in net deferred tax assets. The NOL amounts by jurisdiction and year of expiration are as follows:

<u>(in millions)</u>	<u>Amount</u>	<u>Year of expiration</u>
United States	\$ 4	2018
Brazil	1	None
United Kingdom	200	None

U.S. income taxes have not been recognized on \$383 million of the Company's foreign operations' undistributed earnings as of December 31, 2015, as such earnings are intended to be permanently reinvested in those operations. Furthermore, any taxes paid to foreign governments on these earnings may be used as credits against the U.S. tax on any dividend distributions from such earnings.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****12. INCOME TAXES (Continued)**

The following is a reconciliation of the beginning and ending amount of unrecognized tax benefits for the years ended December 31, 2015 and 2014:

<u>(in millions)</u>	<u>2015</u>	<u>2014</u>
Balance at January 1	\$ 23	\$ 21
Additions for tax positions of prior years	2	2
Reductions for tax positions of prior years	(9)	—
Additions based on tax positions related to current year	—	—
Balance at December 31	<u>\$ 16</u>	<u>\$ 23</u>

Included in the balances at December 31, 2015 and 2014 were \$4 million and \$2 million, respectively, of unrecognized tax benefits that, if recognized, would affect the annual effective tax rate. Also included in the balances at those dates were \$12 million and \$21 million, respectively, of tax positions for which the ultimate deductibility is certain, but for which there is uncertainty about the timing of deductibility. The timing of such deductibility would not affect the annual effective tax rate.

The Company recognizes accrued interest and penalties, if any, related to unrecognized tax benefits in income taxes. During the years ended December 31, 2015, 2014 and 2013, the Company recognized approximately \$(32) million, \$31 million and \$(67) million in interest, respectively. The Company had approximately \$26 million and \$58 million accrued for the payment of interest at December 31, 2015 and 2014, respectively.

The IRS is conducting an examination of the Company's U.S. income tax returns for 2013 and 2014. The Company does not expect any significant changes to its liability for unrecognized tax benefits during the next twelve months.

**13. SHARE-BASED INCENTIVE COMPENSATION**

The Company has a share-based incentive compensation plan, The Travelers Companies, Inc. 2014 Stock Incentive Plan (the 2014 Incentive Plan), the purposes of which are to align the interests of the Company's non-employee directors, executive officers and other employees with those of the Company's shareholders and to attract and retain personnel by providing incentives in the form of share-based awards. The 2014 Incentive Plan permits grants of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock, deferred stock units, performance awards and other share-based or share-denominated awards with respect to the Company's common stock. The number of shares of the Company's common stock authorized for grant under the 2014 Incentive Plan is 10 million shares, subject to additional shares that may be available for awards as described below. The Company has a policy of issuing new shares to settle the exercise of stock option awards and the vesting of other equity awards.

In connection with the adoption of the 2014 Incentive Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, as amended (the 2004 Incentive Plan) was terminated, joining several other legacy share-based incentive compensation plans that had been terminated in prior years (together, the legacy plans). Outstanding grants were not affected by the termination of the legacy plans.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**13. SHARE-BASED INCENTIVE COMPENSATION (Continued)**

The 2014 Incentive Plan is currently the only plan pursuant to which future stock-based awards may be granted. In addition to the 10 million shares initially authorized for issuance under the 2014 Incentive Plan, the following will not be counted towards the 10 million shares available and will be available for future grants under the 2014 Incentive Plan: (i) shares of common stock subject to awards that expire unexercised, that are forfeited, terminated or canceled, that are settled in cash or other forms of property, or otherwise do not result in the issuance of shares of common stock, in whole or in part; (ii) shares that are used to pay the exercise price of stock options and shares used to pay withholding taxes on awards generally; and (iii) shares purchased by the Company on the open market using cash option exercise proceeds; provided, however, that the increase in the number of shares of common stock available for grant pursuant to such market purchases shall not be greater than the number that could be repurchased at fair market value on the date of exercise of the stock option giving rise to such option proceeds. In addition, the 10 million shares initially authorized for issuance under the 2014 Incentive Plan will be increased by any shares subject to awards under the 2004 Incentive Plan that were outstanding as of May 27, 2014 and subsequently expire, are forfeited, cancelled, settled in cash or otherwise terminate without the issuance of shares.

The Company also has a compensation program for non-employee directors (the Director Compensation Program). Under the Director Compensation Program, non-employee directors' compensation consists of an annual retainer, a deferred stock award, committee chair fees and a lead director fee. Each non-employee director may choose to receive all or a portion of his or her annual retainer in the form of cash or deferred stock units which vest upon grant. The annual deferred stock awards vest in full one day prior to the date of the Company's annual meeting of shareholders occurring in the year following the year of the grant date, subject to continued service. The deferred stock awards, including dividend equivalents, accumulate until distribution either in a lump sum six months after termination of service as a director or, if the director so elects, in annual installments beginning at least six months following termination of service as a director. The deferred stock units issued under the Director Compensation Program are awarded under the 2014 Incentive Plan.

**Stock Option Awards**

Stock option awards granted to eligible officers and key employees have a ten-year term. Prior to January 1, 2007, stock options were granted with an exercise price equal to the fair market value of the Company's common stock on the day preceding the date of grant. Beginning January 1, 2007, all stock options are granted with an exercise price equal to the closing price of the Company's common stock on the date of grant. The stock options granted generally vest upon meeting certain years of service criteria. Except as the Compensation Committee of the board of directors may allow in the future, stock options cannot be sold or transferred by the participant. Stock options outstanding under the 2014 Incentive Plan and the 2004 Incentive Plan vest three years after grant date (cliff vest).

The fair value of each option award is estimated on the date of grant by application of a variation of the Black-Scholes option pricing model using the assumptions noted in the following table. The expected term of newly granted stock options is the time to vest plus half the remaining time to expiration. This considers the vesting restriction and represents an even pattern of exercise behavior over the remaining term. The expected volatility assumption is based on the historical volatility of the Company's common stock for the same period as the estimated option term based on the mid-month of the option grant. The expected dividend is based upon the Company's current quarter dividend annualized and assumed to be constant over the expected option term. The risk-free interest rate for

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. SHARE-BASED INCENTIVE COMPENSATION (Continued)

each option is the interpolated market yield for the mid-month of the option grant on a U.S. Treasury bill with a term comparable to the expected option term of the granted stock option. The following table provides information about options granted:

<u>(for the year ended December 31,)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Assumptions used in estimating fair value of options on grant date</b>			
Expected term of stock options	<b>6 years</b>	6 years	6 years
Expected volatility of Company's stock	<b>19.29%</b>	27.2% - 27.5%	28.7% - 28.8%
Weighted average volatility	<b>19.29%</b>	27.5%	28.8%
Expected annual dividend per share	<b>\$2.20</b>	\$2.00 - \$2.20	\$1.84
Risk-free rate	<b>1.31%</b>	1.81% - 1.82%	1.11% - 1.14%
<b>Additional information</b>			
Weighted average grant-date fair value of options granted (per share)	<b>\$15.78</b>	\$17.22	\$17.09
Total intrinsic value of options exercised during the year (in millions)	<b>\$120</b>	\$117	\$122

A summary of stock option activity under the 2014 Incentive Plan and the legacy plans as of and for the year ended December 31, 2015 is as follows:

<u>Stock Options</u>	<u>Number</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Contractual Life Remaining</u>	<u>Aggregate Intrinsic Value (\$ in millions)</u>
Outstanding, beginning of year	<b>10,024,860</b>	<b>\$ 63.08</b>		
Original grants	<b>2,244,464</b>	<b>106.04</b>		
Exercised	<b>(2,310,548)</b>	<b>55.16</b>		
Forfeited or expired	<b>(94,521)</b>	<b>87.17</b>		
Outstanding, end of year	<b>9,864,255</b>	<b>\$ 74.48</b>	<b>6.6 years</b>	<b>\$ 379</b>
Vested at end of year(1)	<b>7,226,516</b>	<b>\$ 68.80</b>	<b>6.0 years</b>	<b>\$ 318</b>
Exercisable at end of year	<b>4,155,912</b>	<b>\$ 53.51</b>	<b>4.3 years</b>	<b>\$ 247</b>

(1) Represents awards for which the requisite service has been rendered, including those that are retirement eligible.

On February 2, 2016, the Company, under the 2014 Stock Incentive Plan, granted 2,808,558 stock option awards with an exercise price of \$106.03 per share. The fair value attributable to the stock option awards on the date of grant was \$13.26 per share.

**Restricted Stock Units, Deferred Stock Units and Performance Share Award Programs**

The Company issues restricted stock unit awards to eligible officers and key employees under the Equity Awards program established pursuant to the 2014 Incentive Plan. A restricted stock unit

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**13. SHARE-BASED INCENTIVE COMPENSATION (Continued)**

represents the right to receive a share of common stock. These restricted stock unit awards are granted at market price, generally vest three years from the date of grant, do not have voting rights and the underlying shares of common stock are not issued until the vesting criteria is satisfied. In addition, the Company's board of directors can be issued deferred stock units from (i) an annual award; (ii) deferred compensation (in lieu of cash retainer); and (iii) dividend equivalents earned on outstanding deferred compensation.

The Company also has a Performance Share Awards Program established pursuant to the 2004 Incentive Plan and which continues pursuant to the 2014 Incentive Plan. Under the program, the Company may issue performance share awards to certain employees of the Company who hold positions of Vice President (or its equivalent) or above. The performance share awards provide the recipient the right to earn shares of the Company's common stock based upon the Company's attainment of certain performance goals and the recipient meeting certain years of service criteria. The performance goals for performance share awards are based on the Company's adjusted return on equity over a three-year performance period. Vesting of performance shares is contingent upon the Company attaining the relevant performance period minimum threshold return on equity and the recipient meeting certain years of service criteria, generally three years for full vesting, subject to proration for certain termination conditions. If the performance period return on equity is below the minimum threshold, none of the performance shares will vest. If performance meets or exceeds the minimum performance threshold, a range of performance shares will vest (50% to 150% for awards granted in 2014, 2015 and 2016), depending on the actual return on equity attained.

The fair value of restricted stock units, deferred stock units and performance shares is measured at the market price of the Company stock at date of grant. Under terms of the 2014 Incentive Plan, holders of deferred stock units and performance shares may receive dividend equivalents.

The total fair value of shares that vested during the years ended December 31, 2015, 2014 and 2013 was \$179 million, \$147 million and \$151 million, respectively.

A summary of restricted stock units, deferred stock units and performance share activity under the 2014 Incentive Plan and the legacy plans as of and for the year ended December 31, 2015 is as follows:

	Restricted and Deferred Stock Units		Performance Shares	
	Number	Weighted Average Grant-Date Fair Value	Number	Weighted Average Grant-Date Fair Value
<b>Other Equity Instruments</b>				
Nonvested, beginning of year	<b>1,760,971</b>	<b>\$ 72.40</b>	<b>1,290,069</b>	<b>\$ 79.46</b>
Granted	<b>607,200</b>	<b>106.02</b>	<b>460,855</b>	<b>106.04</b>
Vested	<b>(789,538)(1)</b>	<b>69.03</b>	<b>(676,177)(2)</b>	<b>79.28</b>
Forfeited	<b>(142,675)</b>	<b>73.57</b>	<b>(31,352)</b>	<b>86.41</b>
Performance-based adjustment	<b>—</b>	<b>—</b>	<b>58,594(3)</b>	<b>94.06</b>
Nonvested, end of year	<b><u>1,435,958</u></b>	<b>\$ 88.35</b>	<b><u>1,101,989</u></b>	<b>\$ 91.27</b>

(1) Represents awards for which the requisite service has been rendered.

(2) Reflects the number of performance shares attributable to the performance goals attained over the completed performance period (three years) and for which service conditions have been met.

(3) Represents the current year change in estimated performance shares to reflect the attainment of performance goals for the awards that were granted in each of the years 2013 through 2015.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**13. SHARE-BASED INCENTIVE COMPENSATION (Continued)**

In addition to the nonvested shares presented in the above table, there are related nonvested dividend equivalent shares. The number of nonvested dividend equivalent shares related to deferred stock units was 387 at the beginning of the year and 396 at the end of the year and the number of nonvested dividend equivalent shares related to performance shares was 38,738 at the beginning of the year and 40,663 at the end of the year. The dividend equivalent shares are subject to the same vesting terms as the deferred stock units and performance shares.

On February 2, 2016, the Company, under the 2014 Stock Incentive Plan, granted 1,094,685 common stock awards in the form of restricted stock units, deferred stock units and performance share awards to participating officers, non-employee directors and other key employees. The restricted stock units and deferred stock units totaled 618,274 shares while the performance share awards totaled 476,411 shares. The fair value per share attributable to the common stock awards on the date of grant was \$106.03.

**Share-Based Compensation Cost Recognition**

The amount of compensation cost for awards subject to a service condition is based on the number of shares expected to be issued and is recognized over the time period for which service is to be provided (requisite service period). Awards granted to retiree-eligible employees or to employees who become retiree-eligible before an award's vesting date are considered to have met the requisite service condition. The compensation cost for awards subject to a performance condition is based upon the probable outcome of the performance condition, which on the grant date reflects an estimate of attaining 100% of the performance shares granted. The compensation cost reflects an estimated annual forfeiture rate from 3.0% to 4.5% over the requisite service period of the awards. That estimate is revised if subsequent information indicates that the actual number of instruments expected to vest is likely to differ from previous estimates. Compensation costs for awards are recognized on a straight-line basis over the requisite service period. For awards that have graded vesting terms, the compensation cost is recognized on a straight-line basis over the requisite service period for each separate vesting portion of the award as if the award was, in substance, multiple awards. The total compensation cost for all share-based incentive compensation awards recognized in earnings for the years ended December 31, 2015, 2014 and 2013 was \$141 million, \$138 million and \$129 million, respectively. Included in these amounts are compensation cost adjustments of \$8 million, \$14 million and \$8 million, for the years ended December 31, 2015, 2014 and 2013, respectively, that reflected the cost associated with the updated estimate of performance shares due to attaining certain performance levels from the date of the initial grant of the performance awards. The related tax benefits recognized in earnings were \$47 million, \$47 million and \$45 million for the years ended December 31, 2015, 2014 and 2013, respectively.

At December 31, 2015, there was \$124 million of total unrecognized compensation cost related to all nonvested share-based incentive compensation awards. This includes stock options, restricted and deferred stock units and performance shares granted under the 2014 Incentive Plan and the 2004 Incentive Plan. The unrecognized compensation cost is expected to be recognized over a weighted-average period of 1.7 years. Cash received from the exercise of employee stock options under share-based compensation plans totaled \$183 million and \$195 million in 2015 and 2014, respectively. The tax benefit realized for tax deductions from employee stock options exercised during 2015 and 2014 totaled \$41 million and \$40 million, respectively.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS**

The Company sponsors a qualified non-contributory defined benefit pension plan (the qualified domestic pension plan), which covers substantially all U.S. domestic employees and provides benefits under a cash balance formula, except that employees satisfying certain age and service requirements remain covered by a prior final average pay formula. In addition, the Company sponsors a nonqualified defined benefit pension plan which covers certain highly-compensated employees, pension plans for employees of its foreign subsidiaries, and a postretirement health and life insurance benefit plan for employees satisfying certain age and service requirements and for certain retirees.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)

Obligations and Funded Status

The following tables summarize the funded status, obligations and amounts recognized in the consolidated balance sheet for the Company's benefit plans. The Company uses a December 31 measurement date for its pension and postretirement benefit plans.

(at and for the year ended December 31, in millions)	Qualified Domestic Pension Plan		Nonqualified and Foreign Pension Plans		Total	
	2015	2014	2015	2014	2015	2014
<b>Change in projected benefit obligation:</b>						
Benefit obligation at beginning of year	\$ 3,385	\$ 2,908	\$ 227	\$ 209	\$ 3,612	\$ 3,117
Benefits earned	124	104	7	6	131	110
Interest cost on benefit obligation	135	140	9	10	144	150
Actuarial loss (gain)	(203)	428	2	29	(201)	457
Benefits paid	(191)	(187)	(8)	(11)	(199)	(198)
Plan amendments	—	(8)	—	—	—	(8)
Curtailement	—	—	—	(3)	—	(3)
Settlement	—	—	—	(6)	—	(6)
Foreign currency exchange rate change	—	—	(9)	(7)	(9)	(7)
Benefit obligation at end of year	<u>\$ 3,250</u>	<u>\$ 3,385</u>	<u>\$ 228</u>	<u>\$ 227</u>	<u>\$ 3,478</u>	<u>\$ 3,612</u>
<b>Change in plan assets:</b>						
Fair value of plan assets at beginning of year	\$ 3,235	\$ 3,074	\$ 122	\$ 129	\$ 3,357	\$ 3,203
Actual return on plan assets	(17)	148	3	11	(14)	159
Company contributions	100	200	7	7	107	207
Benefits paid	(191)	(187)	(8)	(11)	(199)	(198)
Foreign currency exchange rate change	—	—	(9)	(8)	(9)	(8)
Settlement	—	—	—	(6)	—	(6)
Fair value of plan assets at end of year	<u>3,127</u>	<u>3,235</u>	<u>115</u>	<u>122</u>	<u>3,242</u>	<u>3,357</u>
<b>Funded status of plan at end of year</b>	<u>\$ (123)</u>	<u>\$ (150)</u>	<u>\$ (113)</u>	<u>\$ (105)</u>	<u>\$ (236)</u>	<u>\$ (255)</u>
<b>Amounts recognized in the consolidated balance sheet consist of:</b>						
Accrued over-funded benefit plan assets	\$ —	\$ —	\$ 4	\$ 6	\$ 4	\$ 6
Accrued under-funded benefit plan liabilities	(123)	(150)	(117)	(111)	(240)	(261)
<b>Total</b>	<u>\$ (123)</u>	<u>\$ (150)</u>	<u>\$ (113)</u>	<u>\$ (105)</u>	<u>\$ (236)</u>	<u>\$ (255)</u>
<b>Amounts recognized in accumulated other comprehensive income consist of:</b>						
Net actuarial loss	\$ 1,079	\$ 1,132	\$ 52	\$ 53	\$ 1,131	\$ 1,185
Prior service benefit	(8)	(8)	—	—	(8)	(8)
<b>Total</b>	<u>\$ 1,071</u>	<u>\$ 1,124</u>	<u>\$ 52</u>	<u>\$ 53</u>	<u>\$ 1,123</u>	<u>\$ 1,177</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)

<u>(at and for the year ended December 31, in millions)</u>	<b>Postretirement Benefit Plans</b>	
	<u>2015</u>	<u>2014</u>
<b>Change in projected benefit obligation:</b>		
Benefit obligation at beginning of year	\$ 255	\$ 211
Benefits earned	—	—
Interest cost on benefit obligation	10	10
Actuarial loss (gain)	(3)	51
Benefits paid	(13)	(15)
Plan amendments	(11)	—
Foreign currency exchange rate change	(5)	(2)
Benefit obligation at end of year	<u>\$ 233</u>	<u>\$ 255</u>
<b>Change in plan assets:</b>		
Fair value of plan assets at beginning of year	\$ 16	\$ 17
Actual return on plan assets	—	—
Company contributions	12	14
Benefits paid	(13)	(15)
Fair value of plan assets at end of year	<u>15</u>	<u>16</u>
<b>Funded status of plan at end of year</b>	<u>\$ (218)</u>	<u>\$ (239)</u>
<b>Amounts recognized in the consolidated balance sheet consist of:</b>		
Accrued under-funded benefit plan liability	<u>\$ (218)</u>	<u>\$ (239)</u>
<b>Amounts recognized in accumulated other comprehensive income consist of:</b>		
Net actuarial loss	\$ 4	\$ 9
Prior service benefit	(35)	(26)
<b>Total</b>	<u>\$ (31)</u>	<u>\$ (17)</u>

The total accumulated benefit obligation for the Company's defined benefit pension plans was \$3.37 billion and \$3.51 billion at December 31, 2015 and 2014, respectively. The qualified domestic pension plan accounted for \$3.15 billion and \$3.29 billion of the total accumulated benefit obligation at December 31, 2015 and 2014, respectively, whereas the nonqualified and foreign plans accounted for \$0.22 billion of the total accumulated benefit obligation at both December 31, 2015 and 2014.

For pension plans with an accumulated benefit obligation in excess of plan assets, the aggregate projected benefit obligation was \$3.47 billion and \$3.53 billion at December 31, 2015 and 2014, respectively, and the aggregate accumulated benefit obligation was \$3.36 billion and \$3.43 billion at December 31, 2015 and 2014, respectively. The fair value of plan assets for the above plans was \$3.23 billion and \$3.27 billion at December 31, 2015 and 2014, respectively.

The Company has discretion regarding whether to provide additional funding and when to provide such funding to its qualified domestic pension plan. In 2015, 2014 and 2013, there were no required contributions to the qualified domestic pension plan. In 2015 and 2014, the Company voluntarily made contributions totaling \$100 million and \$200 million, respectively, to the qualified domestic pension plan. In 2013, the Company made no voluntary contributions to the qualified domestic pension plan. There is no required contribution to the qualified domestic pension plan during 2016, and the

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)

Company has not determined whether or not additional funding will be made during 2016. With respect to the Company's foreign pension plans, there are no significant required contributions in 2016.

The following table summarizes the components of net periodic benefit cost and other amounts recognized in other comprehensive income related to the benefit plans.

(for the year ended December 31, in millions)	Pension Plans			Postretirement Benefit Plans		
	2015	2014	2013	2015	2014	2013
<b>Net Periodic Benefit Cost:</b>						
Service cost	\$ 131	\$ 110	\$ 118	\$ —	\$ —	\$ —
Interest cost on benefit obligation	144	150	132	10	10	9
Expected return on plan assets	(230)	(218)	(208)	—	—	(1)
Curtailement	—	(1)	—	—	—	—
Settlement	—	2	—	—	—	—
Amortization of unrecognized:						
Prior service benefit	(1)	—	—	(3)	(2)	(2)
Net actuarial loss (gain)	96	65	107	1	(3)	—
Net periodic benefit cost	<u>\$ 140</u>	<u>\$ 108</u>	<u>\$ 149</u>	<u>\$ 8</u>	<u>\$ 5</u>	<u>\$ 6</u>
<b>Other Changes in Benefit Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income:</b>						
Prior service benefit	\$ —	\$ (8)	\$ —	\$ (11)	\$ —	\$ —
Net actuarial loss (gain)	43	516	(518)	(3)	50	(24)
Plan amendments	—	—	—	—	—	—
Curtailement	—	(2)	—	—	—	—
Settlement	—	(2)	—	—	—	—
Amortization of prior service benefit	1	—	—	3	2	2
Amortization of net actuarial gain (loss)	(96)	(65)	(107)	(1)	3	—
Total other changes recognized in other comprehensive income	<u>(52)</u>	<u>439</u>	<u>(625)</u>	<u>(12)</u>	<u>55</u>	<u>(22)</u>
Total other changes recognized in net periodic benefit cost and other comprehensive income	<u>\$ 88</u>	<u>\$ 547</u>	<u>\$ (476)</u>	<u>\$ (4)</u>	<u>\$ 60</u>	<u>\$ (16)</u>

For the defined benefit pension plans, the estimated net actuarial loss that will be reclassified (amortized) from accumulated other comprehensive income into net income as part of net periodic benefit cost over the next fiscal year is \$66 million and the estimated prior service benefit to be amortized over the next fiscal year is \$1 million. For the postretirement benefit plans, the estimated net actuarial loss that will be reclassified (amortized) from accumulated other comprehensive income into net income as part of net periodic benefit cost over the next fiscal year is less than \$1 million, and the estimated prior service benefit to be amortized over the next fiscal year is \$3 million.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)**

**Assumptions and Health Care Cost Trend Rate Sensitivity**

The following table summarizes assumptions used with regard to the Company's qualified and nonqualified domestic pension plans and the domestic postretirement benefit plans.

<u>(at and for the year ended December 31,)</u>	<u>2015</u>	<u>2014</u>
<b>Assumptions used to determine benefit obligations</b>		
Discount rate:		
Qualified domestic pension plan	<b>4.50%</b>	4.10%
Nonqualified domestic pension plan	<b>4.37%</b>	4.10%
Domestic postretirement benefit plan	<b>4.35%</b>	4.10%
Future compensation increase rate	<b>4.00%</b>	4.00%
<b>Assumptions used to determine net periodic benefit cost</b>		
Discount rate	<b>4.10%</b>	4.96%
Expected long-term rate of return on assets:		
Pension plan	<b>7.25%</b>	7.50%
Postretirement benefit plan	<b>4.00%</b>	4.00%
<b>Assumed health care cost trend rates</b>		
Following year:		
Medical (before age 65)	<b>6.75%</b>	7.00%
Medical (age 65 and older)	<b>7.50%</b>	6.50%
Rate to which the cost trend rate is assumed to decline (ultimate trend rate)	<b>5.00%</b>	5.00%
Year that the rate reaches the ultimate trend rate:		
Medical (before age 65)	<b>2022</b>	2022
Medical (age 65 and older)	<b>2025</b>	2020

The discount rate assumption used to determine the *benefit obligation* is based on a yield-curve approach. Under this approach, individual spot rates from the yield curve of a hypothetical portfolio of high quality fixed maturity corporate bonds (rated Aa) available at the year-end valuation date, for which the timing and amount of cash outflows correspond with the timing and amount of the estimated benefit payouts of the Company's benefit plan, are applied to expected future benefits payments in measuring the projected *benefit obligation*. The discount rate assumption used to determine *benefit obligations* disclosed above represents the weighted average of the individual spot rates. For 2015, separate discount rate assumptions were used for the qualified domestic pension plan, nonqualified domestic plan and the domestic postretirement plan reflecting the different expected duration of cash flows of each plan to provide a better estimate of the *benefit obligation* for these plans.

The discount rate assumption used to determine the *net periodic benefit cost* is the single weighted average discount rate derived from the yield curve used to measure the *benefit obligation* at the beginning of the year.

In choosing the expected long-term rate of return on plan assets, the Company selected the rate that was set as the return objective by the Company's Benefit Plans Investment Committee, which had

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)**

considered the historical returns of equity and fixed maturity markets in conjunction with prevailing economic and financial market conditions.

As an indicator of sensitivity, increasing the assumed health care cost trend rate by 1% would have increased the accumulated postretirement benefit obligation by \$25 million at December 31, 2015, and the aggregate of the service and interest cost components of net postretirement benefit expense by \$1 million for the year ended December 31, 2015. Decreasing the assumed health care cost trend rate by 1% would have decreased the accumulated postretirement benefit obligation at December 31, 2015 by \$21 million and the aggregate of the service and interest cost components of net postretirement benefit expense by \$1 million for the year ended December 31, 2015.

The assumptions made for the Company's foreign pension and foreign postretirement benefit plans are not materially different from those of the Company's qualified domestic pension plan and the domestic postretirement benefit plan.

**Plan Assets**

The qualified domestic pension plan assets are invested for the exclusive benefit of the plan participants and beneficiaries and are intended, over time, to satisfy the benefit obligations under the plan. Risk tolerance is established through consideration of plan liabilities, plan funded status and corporate financial position. The asset mix guidelines have been established and are reviewed quarterly. These guidelines are intended to serve as tools to facilitate the investment of plan assets to maximize long-term total return and the ongoing oversight of the plan's investment performance. Investment risk is measured and monitored on an ongoing basis through daily and monthly investment portfolio reviews, annual liability measurements and periodic asset/liability studies.

The Company's overall investment strategy for the qualified domestic pension plan is to achieve a mix of approximately 85% to 90% of investments for long-term growth and 10% to 15% for near-term benefit payments with a diversification of asset types, fund strategies and fund managers. The current target allocations for plan assets are 55% to 65% equity securities and 20% to 40% fixed income securities, with the remainder allocated to short-term securities. Equity securities primarily include investments in large, medium and small-cap companies primarily located in the United States. Fixed income securities include corporate bonds of companies from diversified industries, mortgage-backed securities, U.S. Treasury securities and debt securities issued by foreign governments. Other investments include two private equity funds held by the Company's qualified defined benefit pension plan. One private equity fund is focused on financial companies, and the other is focused on real estate-related investments.

Assets of the Company's foreign pension plans are not significant.

***Fair Value Measurement—Pension Plans and Other Postretirement Benefit Assets***

For a discussion of the methods employed by the Company to measure the fair value of invested assets, see note 4. The following discussion of fair value measurements applies exclusively to the Company's pension plans and other postretirement benefit assets.

Fair value estimates for equity and bond mutual funds held by the pension plans reflect prices received from an external pricing service that are based on observable market transactions. These estimates are included in Level 1.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)

Short-term securities are carried at fair value which approximates cost plus accrued interest or amortized discount. The fair value or market value of these is periodically compared to this amortized cost and is based on significant observable inputs as determined by an external pricing service. Accordingly, the estimates of fair value for such short-term securities, other than U.S. Treasury securities and money market mutual funds, provided by an external pricing service are included in the amount disclosed in Level 2 of the hierarchy. The estimated fair value of U.S. Treasury securities and money market mutual funds is included in the amount disclosed in Level 1 as the estimates are based on unadjusted market prices.

*Fair Value Hierarchy—Pension Plans*

The following tables present the level within the fair value hierarchy at which the financial assets of the Company's pension plans are measured on a recurring basis.

<u>(at December 31, 2015, in millions)</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Invested assets:</b>				
<b>Fixed maturities</b>				
Obligations of states, municipalities and political subdivisions	\$ 17	\$ —	\$ 17	\$ —
Debt securities issued by foreign governments	16	—	16	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	16	—	16	—
All other corporate bonds	491	—	491	—
Total fixed maturities	<u>540</u>	<u>—</u>	<u>540</u>	<u>—</u>
<b>Mutual funds</b>				
Equity mutual funds	1,237	1,231	6	—
Bond mutual funds	649	646	3	—
Total mutual funds	<u>1,886</u>	<u>1,877</u>	<u>9</u>	<u>—</u>
<b>Equity securities</b>	<u>625</u>	<u>624</u>	<u>1</u>	<u>—</u>
<b>Other investments(1)</b>	<u>2</u>	<u>—</u>	<u>—</u>	<u>2</u>
<b>Cash and short-term securities</b>				
U.S. Treasury securities	25	25	—	—
Money market mutual funds	23	19	4	—
Other	141	20	121	—
Total cash and short-term securities	<u>189</u>	<u>64</u>	<u>125</u>	<u>—</u>
<b>Total</b>	<u>\$ 3,242</u>	<u>\$ 2,565</u>	<u>\$ 675</u>	<u>\$ 2</u>

- (1) The fair value estimates of the two private equity funds comprising these investments are determined by an external fund manager based on recent filings, operating results, balance sheet stability, growth and other business and market sector fundamentals. Due to the significant unobservable inputs in these valuations, the total fair value estimates are disclosed in Level 3.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)

<u>(at December 31, 2014, in millions)</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Invested assets:</b>				
<b>Fixed maturities</b>				
Obligations of states, municipalities and political subdivisions	\$ 19	\$ —	\$ 19	\$ —
Debt securities issued by foreign governments	17	—	17	—
Mortgage-backed securities, collateralized mortgage obligations and pass-through securities	14	—	14	—
All other corporate bonds	474	—	474	—
Total fixed maturities	<u>524</u>	<u>—</u>	<u>524</u>	<u>—</u>
<b>Mutual funds</b>				
Equity mutual funds	1,290	1,283	7	—
Bond mutual funds	610	607	3	—
Total mutual funds	<u>1,900</u>	<u>1,890</u>	<u>10</u>	<u>—</u>
<b>Equity securities</b>	<u>616</u>	<u>615</u>	<u>1</u>	<u>—</u>
<b>Other investments(1)</b>	<u>2</u>	<u>—</u>	<u>—</u>	<u>2</u>
<b>Cash and short-term securities</b>				
Money market mutual funds	22	18	4	—
Other	293	29	264	—
Total cash and short-term securities	<u>315</u>	<u>47</u>	<u>268</u>	<u>—</u>
<b>Total</b>	<u>\$ 3,357</u>	<u>\$ 2,552</u>	<u>\$ 803</u>	<u>\$ 2</u>

- (1) The fair value estimates of the two private equity funds comprising these investments are determined by an external fund manager based on recent filings, operating results, balance sheet stability, growth and other business and market sector fundamentals. Due to the significant unobservable inputs in these valuations, the total fair value estimates are disclosed in Level 3.

The balance of Level 3 fair value investments was \$2 million at December 31, 2015 and the change in balance from the prior year was insignificant.

**Other Postretirement Benefit Plan**

The Company's overall investment strategy is to achieve a mix of approximately 35% to 65% of investments for long-term growth and 35% to 60% for near-term insurance payments with a wide diversification of asset types, fund strategies and fund managers. The current target allocations for plan assets are 25% to 75% fixed income securities, with the remainder allocated to short-term securities. Fixed income securities include corporate bonds of companies from diversified industries, mortgage-backed securities and U.S. Treasuries.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****14. PENSION PLANS, RETIREMENT BENEFITS AND SAVINGS PLANS (Continued)***Fair Value—Other Postretirement Benefit Plan*

The Company's other postretirement benefit plan had financial assets of \$15 million and \$16 million at December 31, 2015 and 2014, respectively, which are measured at fair value on a recurring basis. The assets are primarily corporate bonds and short-term securities and categorized as level 2 in the fair value hierarchy.

**Estimated Future Benefit Payments**

The following table presents the estimated benefits expected to be paid by the Company's pension and postretirement benefit plans for the next ten years (reflecting estimated future employee service).

<u>(in millions)</u>	<u>Benefits Expected to be Paid</u>	
	<u>Pension Plans</u>	<u>Postretirement Benefit Plans</u>
2016	\$ 215	\$ 14
2017	218	14
2018	224	15
2019	231	15
2020	237	15
2021 through 2025	1,215	76

**Savings Plan**

The Company has a savings plan, The Travelers 401(k) Savings Plan (the Savings Plan), in which substantially all U.S. domestic Company employees are eligible to participate. Under the Savings Plan, the Company matches employee contributions up to 5% of eligible pay, with a maximum annual match of \$6,000 which becomes 100% vested after three years of service. The Company's matching contribution is made in cash and invested according to the employee's current investment elections and can be reinvested into other investment options in accordance with the terms of the plan. The Company's non-U.S. employees participate in separate savings plans. The total expense related to all of the savings plans was \$109 million, \$103 million and \$100 million for the years ended December 31, 2015, 2014 and 2013, respectively.

All common shares held by the Savings Plan are considered outstanding for basic and diluted EPS computations and dividends paid on all shares are charged to retained earnings.

**15. LEASES**

Rent expense was \$202 million, \$215 million and \$196 million in 2015, 2014 and 2013, respectively.

Future minimum annual rental payments under noncancellable operating leases for 2016, 2017, 2018, 2019 and 2020 are \$159 million, \$139 million, \$102 million, \$80 million and \$60 million, respectively, and \$114 million for 2021 and thereafter. Future sublease rental income aggregating approximately \$6 million will partially offset these commitments.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**16. CONTINGENCIES, COMMITMENTS AND GUARANTEES**

**Contingencies**

The major pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the Company or any of its subsidiaries is a party or to which any of the Company's properties is subject are described below.

**Asbestos and Environmental Claims and Litigation**

In the ordinary course of its insurance business, the Company has received and continues to receive claims for insurance arising under policies issued by the Company asserting alleged injuries and damages from asbestos- and environmental-related exposures that are the subject of related coverage litigation. The Company is defending asbestos- and environmental-related litigation vigorously and believes that it has meritorious defenses; however, the outcomes of these disputes are uncertain. In this regard, the Company employs dedicated specialists and aggressive resolution strategies to manage asbestos and environmental loss exposure, including settling litigation under appropriate circumstances. Currently, it is not possible to predict legal outcomes and their impact on the future development of claims and litigation relating to asbestos and environmental claims. Any such development will be affected by future court decisions and interpretations, as well as changes in applicable legislation. Because of these uncertainties, additional liabilities may arise for amounts in excess of the Company's current reserves. In addition, the Company's estimate of ultimate claims and claim adjustment expenses may change. These additional liabilities or increases in estimates, or a range of either, cannot now be reasonably estimated and could result in income statement charges that could be material to the Company's results of operations in future periods.

***Settlement of Asbestos Direct Action Litigation***

In October 2001 and April 2002, two purported class action suits (*Wise v. Travelers* and *Meninger v. Travelers*) were filed against Travelers Property Casualty Corp. (TPC), a wholly-owned subsidiary of the Company, and other insurers (not including The St. Paul Companies, Inc. (SPC), which was acquired by TPC in 2004) in state court in West Virginia. These and other cases subsequently filed in West Virginia were consolidated into a single proceeding in the Circuit Court of Kanawha County, West Virginia. The plaintiffs alleged that the insurer defendants engaged in unfair trade practices in violation of state statutes by inappropriately handling and settling asbestos claims. The plaintiffs sought to reopen large numbers of settled asbestos claims and to impose liability for damages, including punitive damages, directly on insurers. Similar lawsuits alleging inappropriate handling and settling of asbestos claims were filed in Massachusetts and Hawaii state courts. These suits are collectively referred to as the Statutory and Hawaii Actions.

In March 2002, the plaintiffs in consolidated asbestos actions pending before a mass tort panel of judges in West Virginia state court amended their complaint to include TPC as a defendant, alleging that TPC and other insurers breached alleged duties to certain users of asbestos products. The plaintiffs sought damages, including punitive damages. Lawsuits seeking similar relief and raising similar allegations, primarily violations of purported common law duties to third parties, were also asserted in various state courts against TPC and SPC. The claims asserted in these suits are collectively referred to as the Common Law Claims.

In response to these claims, TPC moved to enjoin the Statutory Actions and the Common Law Claims in the federal bankruptcy court that had presided over the bankruptcy of TPC's

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**16. CONTINGENCIES, COMMITMENTS AND GUARANTEES (Continued)**

former policyholder Johns-Manville Corporation on the ground that the suits violated injunctions entered in connection with confirmation of the Johns-Manville bankruptcy (the 1986 Orders). The bankruptcy court issued a temporary restraining order and referred the parties to mediation. In November 2003, the parties reached a settlement of the Statutory and Hawaii Actions, which included a lump-sum payment of up to \$412 million by TPC, subject to a number of significant contingencies. In May 2004, the parties reached a settlement resolving substantially all pending and similar future Common Law Claims against TPC, which included a payment of up to \$90 million by TPC, subject to similar contingencies.

After the parties reached the settlements of the Statutory and Hawaiian Actions and the Common Law Claims (collectively "the Settlements"), numerous proceedings took place in the bankruptcy, district and appellate courts concerning the approval of the Settlements and their effect on other parties. As a result of certain rulings in those proceedings, TPC concluded that it was not obligated to go forward with the Settlements because certain conditions precedent to the Settlements had not been met.

The plaintiffs in the Statutory and Hawaii Actions and the Common Law Claims actions thereafter filed motions in the bankruptcy court to compel TPC to make payment under the settlement agreements, arguing that all conditions precedent to the Settlements had been met. On December 16, 2010, the bankruptcy court granted the plaintiffs' motions and ruled that TPC was required to fund the Settlements. The court entered judgment against TPC on January 20, 2011 in accordance with this ruling and ordered TPC to pay the Settlements plus prejudgment interest. The bankruptcy court's judgment was reversed by the district court on March 1, 2012, the district court having found that the conditions to the Settlements had not been met. The plaintiffs appealed the district court's March 1, 2012 decision to the Second Circuit Court of Appeals. On July 22, 2014, the Second Circuit issued an opinion reversing the district court's decision and reinstating the bankruptcy court's January 20, 2011 order which ordered TPC to pay the Settlements plus prejudgment interest. On August 5, 2014, TPC filed a Petition for Rehearing and Rehearing *En Banc* with the Second Circuit, which was denied on January 5, 2015. On January 15, 2015, the bankruptcy court entered an order directing TPC to pay \$579 million to the plaintiffs, comprising the \$502 million settlement amount described above, plus pre-judgment and post-judgment interest totaling \$77 million, and the Company made that payment in January 2015. The payment was fully accrued in the Company's financial statements at December 31, 2014.

**Other Proceedings Not Arising Under Insurance Contracts or Reinsurance Agreements**

The Company is involved in other lawsuits, including lawsuits alleging extra-contractual damages relating to insurance contracts or reinsurance agreements, that do not arise under insurance contracts or reinsurance agreements. The legal costs associated with such lawsuits are expensed in the period in which the costs are incurred. Based upon currently available information, the Company does not believe it is reasonably possible that any such lawsuit or related lawsuits would be material to the Company's results of operations or would have a material adverse effect on the Company's financial position or liquidity.

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

16. CONTINGENCIES, COMMITMENTS AND GUARANTEES (Continued)

**Gain Contingency**

On August 17, 2010, in a reinsurance dispute in New York state court captioned *United States Fidelity & Guaranty Company v. American Re-Insurance Company, et al.*, the trial court granted summary judgment for United States Fidelity and Guaranty Company (USF&G), a subsidiary of the Company, and denied summary judgment for American Re-Insurance Company, a subsidiary of Munich Re (American Re), and three other reinsurers. That summary judgment was largely affirmed on appeal, but the Court of Appeals remanded the case for trial on two discrete issues. On June 3, 2015, the trial court entered orders on pretrial motions filed by all parties in advance of the August 3, 2015 trial date and determined that the issues for trial will be limited to the two discrete issues remanded by the Court of Appeals. The reinsurers appealed the trial court's orders to the Appellate Division, First Department and were granted a stay of the trial date pending the outcome of their appeal. On August 12, 2015, USF&G filed a motion to dismiss the reinsurers' appeal. On October 29, 2015, the Appellate Division denied USF&G's motion to dismiss the reinsurers' appeal, but also unanimously ruled in USF&G's favor and affirmed the rulings limiting the issues for trial to the two discrete issues remanded by the Court of Appeals. On October 30, 2015, the reinsurers appealed the Appellate Division's decision to the New York Court of Appeals. On November 9, 2015, the Clerk of the Court of Appeals directed the parties to submit letter briefs addressing whether the Court of Appeals has jurisdiction to decide the reinsurers' appeal. On November 19, 2015, USF&G and the reinsurers filed their respective letter briefs, and the parties await a decision from the Court of Appeals as to whether the reinsurers' appeal may proceed. At December 31, 2015, the claim totaled \$509 million, comprising \$238 million of reinsurance recoverable plus interest amounting to \$271 million as of that date. Interest will continue to accrue at an annual rate of 9% until the claim is paid. The \$238 million of reinsurance recoverable owed to USF&G under the terms of the disputed reinsurance contract has been reported as part of reinsurance recoverables in the Company's consolidated balance sheet. The interest that would be owed as part of any judgment ultimately entered in favor of USF&G is treated for accounting purposes as a gain contingency in accordance with FASB Topic 450, *Contingencies*, and accordingly has not been recognized in the Company's consolidated financial statements.

***Resolution of Gain Contingency***

In 2013, the Company favorably resolved a class action lawsuit captioned *Safeco Insurance Company of America, et al. v American International Group, Inc. et al.* (U.S. District Court, N.D. Ill.). The plaintiffs, including the Company, alleged that the defendants had engaged in the under-reporting of workers' compensation premium in connection with a workers' compensation reinsurance pool in which several subsidiaries of the Company participated. The Company received two payments totaling approximately \$93 million, comprising its allocation as a plaintiff class member from the settlement fund, less approximately \$2 million remitted to another insurer, resulting in a net gain of \$91 million that was reported in "Other revenues" in the Company's consolidated statement of income for the year ended December 31, 2013.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**16. CONTINGENCIES, COMMITMENTS AND GUARANTEES (Continued)**

**Other Commitments and Guarantees**

**Commitments**

*Investment Commitments*—The Company has unfunded commitments to private equity limited partnerships and real estate partnerships in which it invests. These commitments totaled \$1.71 billion and \$1.63 billion at December 31, 2015 and 2014, respectively.

**Guarantees**

In the ordinary course of selling businesses to third parties, the Company has agreed to indemnify purchasers for losses arising out of breaches of representations and warranties with respect to the businesses being sold, covenants and obligations of the Company and/or its subsidiaries and, in certain cases, obligations arising from certain liabilities and the imposition of additional taxes due to either a change in the tax law or an adverse interpretation of the tax law. Such indemnification provisions generally are applicable from the closing date to the expiration of the relevant statutes of limitations, although, in some cases, there may be agreed upon term limitations or no term limitations. Certain of these contingent obligations are subject to deductibles which have to be incurred by the obligee before the Company is obligated to make payments. The maximum amount of the Company's contingent obligation for indemnifications related to the sale of businesses that are quantifiable was \$391 million at December 31, 2015, of which \$2 million was recognized on the balance sheet at that date.

The Company also has contingent obligations for guarantees related to certain investments, third-party loans related to certain investments, certain insurance policy obligations of former insurance subsidiaries and various other indemnifications. The Company also provides standard indemnifications to service providers in the normal course of business. The indemnification clauses are often standard contractual terms. The maximum amount of the Company's obligation for guarantees of certain investments and third-party loans related to certain investments that are quantifiable was \$150 million at December 31, 2015, approximately \$75 million of which is indemnified by a third party. The maximum amount of the Company's obligation related to the guarantee of certain insurance policy obligations of a former insurance subsidiary was \$480 million at December 31, 2015, all of which is indemnified by a third party.

Certain of the guarantees and indemnifications described above have no stated or notional amounts or limitation to the maximum potential future payments, and, accordingly, the Company is unable to develop an estimate of the maximum potential payments for such arrangements.

**17. NONCASH INVESTING AND FINANCING ACTIVITIES**

There were no material noncash financing or investing activities during the years ended December 31, 2015, 2014 and 2013.

**18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

The following consolidating financial statements of the Company have been prepared pursuant to Rule 3-10 of Regulation S-X. These consolidating financial statements have been prepared from the Company's financial information on the same basis of accounting as the consolidated financial statements. The Travelers Companies, Inc. (excluding its subsidiaries, TRV) has fully and

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)**

unconditionally guaranteed certain debt obligations of Travelers Property Casualty Corp. (TPC), which totaled \$700 million at December 31, 2015.

Prior to the merger of TPC and The St. Paul Companies, Inc. in 2004, TPC fully and unconditionally guaranteed the payment of all principal, premiums, if any, and interest on certain debt obligations of its wholly-owned subsidiary, Travelers Insurance Group Holdings, Inc. (TIGHI). Concurrent with the merger, TRV fully and unconditionally assumed such guarantee obligations of TPC. TPC is deemed to have no assets or operations independent of TIGHI. Consolidating financial information for TIGHI has not been presented herein because such financial information would be substantially the same as the financial information provided for TPC.

**CONSOLIDATING STATEMENT OF INCOME (Unaudited)  
For the year ended December 31, 2015**

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Revenues</b>					
Premiums	\$ 16,254	\$ 7,620	\$ —	\$ —	\$ 23,874
Net investment income	1,612	760	7	—	2,379
Fee income	445	—	—	—	445
Net realized investment gains (losses)(1)	13	(11)	1	—	3
Other revenues	78	21	—	—	99
<b>Total revenues</b>	<u>18,402</u>	<u>8,390</u>	<u>8</u>	<u>—</u>	<u>26,800</u>
<b>Claims and expenses</b>					
Claims and claim adjustment expenses	9,208	4,515	—	—	13,723
Amortization of deferred acquisition costs	2,627	1,258	—	—	3,885
General and administrative expenses	2,838	1,225	16	—	4,079
Interest expense	48	—	325	—	373
<b>Total claims and expenses</b>	<u>14,721</u>	<u>6,998</u>	<u>341</u>	<u>—</u>	<u>22,060</u>
<b>Income (loss) before income taxes</b>	<u>3,681</u>	<u>1,392</u>	<u>(333)</u>	<u>—</u>	<u>4,740</u>
Income tax expense (benefit)	1,015	394	(108)	—	1,301
Net income of subsidiaries	—	—	3,664	(3,664)	—
<b>Net income</b>	<u>\$ 2,666</u>	<u>\$ 998</u>	<u>\$ 3,439</u>	<u>\$ (3,664)</u>	<u>\$ 3,439</u>

(1) Total other-than-temporary impairments (OTTI) for the year ended December 31, 2015, and the amounts comprising total OTTI that were recognized in net realized investment gains (losses) and in other comprehensive income (OCI), were as follows:

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
Total OTTI losses	\$ (19)	\$ (35)	\$ —	\$ —	\$ (54)
OTTI losses recognized in net realized investment gains	\$ (18)	\$ (34)	\$ —	\$ —	\$ (52)
OTTI losses recognized in OCI	\$ (1)	\$ (1)	\$ —	\$ —	\$ (2)

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF INCOME (Unaudited)  
For the year ended December 31, 2014

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Revenues</b>					
Premiums	\$ 16,097	\$ 7,616	\$ —	\$ —	\$ 23,713
Net investment income	1,874	907	6	—	2,787
Fee income	436	2	—	—	438
Net realized investment gains(1)	12	64	3	—	79
Other revenues	125	20	—	—	145
<b>Total revenues</b>	<u>18,544</u>	<u>8,609</u>	<u>9</u>	<u>—</u>	<u>27,162</u>
<b>Claims and expenses</b>					
Claims and claim adjustment expenses	9,274	4,596	—	—	13,870
Amortization of deferred acquisition costs	2,604	1,278	—	—	3,882
General and administrative expenses	2,743	1,194	15	—	3,952
Interest expense	48	—	321	—	369
<b>Total claims and expenses</b>	<u>14,669</u>	<u>7,068</u>	<u>336</u>	<u>—</u>	<u>22,073</u>
<b>Income (loss) before income taxes</b>	<u>3,875</u>	<u>1,541</u>	<u>(327)</u>	<u>—</u>	<u>5,089</u>
Income tax expense (benefit)	1,095	417	(115)	—	1,397
Net income of subsidiaries	—	—	3,904	(3,904)	—
<b>Net income</b>	<u>\$ 2,780</u>	<u>\$ 1,124</u>	<u>\$ 3,692</u>	<u>\$ (3,904)</u>	<u>\$ 3,692</u>

- (1) Total other-than-temporary impairments (OTTI) for the year ended December 31, 2014, and the amounts comprising total OTTI that were recognized in net realized investment gains and in other comprehensive income (OCI), were as follows:

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
Total OTTI losses	\$ (16)	\$ (6)	\$ —	\$ —	\$ (22)
OTTI losses recognized in net realized investment gains	\$ (19)	\$ (7)	\$ —	\$ —	\$ (26)
OTTI gains recognized in OCI	\$ 3	\$ 1	\$ —	\$ —	\$ 4

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF INCOME (Unaudited)  
For the year ended December 31, 2013

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Revenues</b>					
Premiums	\$ 15,262	\$ 7,375	\$ —	\$ —	\$ 22,637
Net investment income	1,830	879	7	—	2,716
Fee income	393	2	—	—	395
Net realized investment gains(1)	126	38	2	—	166
Other revenues	225	52	—	—	277
<b>Total revenues</b>	<u>17,836</u>	<u>8,346</u>	<u>9</u>	<u>—</u>	<u>26,191</u>
<b>Claims and expenses</b>					
Claims and claim adjustment expenses	8,817	4,490	—	—	13,307
Amortization of deferred acquisition costs	2,571	1,250	—	—	3,821
General and administrative expenses	2,570	1,174	13	—	3,757
Interest expense	53	—	308	—	361
<b>Total claims and expenses</b>	<u>14,011</u>	<u>6,914</u>	<u>321</u>	<u>—</u>	<u>21,246</u>
<b>Income (loss) before income taxes</b>	<u>3,825</u>	<u>1,432</u>	<u>(312)</u>	<u>—</u>	<u>4,945</u>
Income tax expense (benefit)	1,054	388	(170)	—	1,272
Net income of subsidiaries	—	—	3,815	(3,815)	—
<b>Net income</b>	<u>\$ 2,771</u>	<u>\$ 1,044</u>	<u>\$ 3,673</u>	<u>\$ (3,815)</u>	<u>\$ 3,673</u>

- (1) Total other-than-temporary impairments (OTTI) for the year ended December 31, 2013, and the amounts comprising total OTTI that were recognized in net realized investment gains and in other comprehensive income (loss) (OCI), were as follows:

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
Total OTTI losses	\$ (8)	\$ (2)	\$ —	\$ —	\$ (10)
OTTI losses recognized in net realized investment gains	\$ (10)	\$ (5)	\$ —	\$ —	\$ (15)
OTTI gains recognized in OCI	\$ 2	\$ 3	\$ —	\$ —	\$ 5

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (Unaudited)  
For the year ended December 31, 2015

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Net income</b>	\$ 2,666	\$ 998	\$ 3,439	\$ (3,664)	\$ 3,439
<b>Other comprehensive income (loss):</b>					
Changes in net unrealized gains on investment securities:					
Having no credit losses recognized in the consolidated statement of income	(610)	(407)	(3)	—	(1,020)
Having credit losses recognized in the consolidated statement of income	(12)	(2)	—	—	(14)
Net changes in benefit plan assets and obligations	2	—	64	—	66
Net changes in unrealized foreign currency translation	(306)	(155)	—	—	(461)
<b>Other comprehensive income (loss) before income taxes and other comprehensive loss of subsidiaries</b>	(926)	(564)	61	—	(1,429)
Income tax expense (benefit)	(257)	(156)	21	—	(392)
<b>Other comprehensive income (loss), net of taxes, before other comprehensive loss of subsidiaries</b>	(669)	(408)	40	—	(1,037)
Other comprehensive loss of subsidiaries	—	—	(1,077)	1,077	—
<b>Other comprehensive loss</b>	(669)	(408)	(1,037)	1,077	(1,037)
<b>Comprehensive income</b>	<u>\$ 1,997</u>	<u>\$ 590</u>	<u>\$ 2,402</u>	<u>\$ (2,587)</u>	<u>\$ 2,402</u>

## THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (Unaudited)  
For the year ended December 31, 2014

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Net income</b>	\$ 2,780	\$ 1,124	\$ 3,692	\$ (3,904)	\$ 3,692
<b>Other comprehensive income (loss):</b>					
Changes in net unrealized gains on investment securities:					
Having no credit losses recognized in the consolidated statement of income	681	289	6	—	976
Having credit losses recognized in the consolidated statement of income	9	(7)	—	—	2
Net changes in benefit plan assets and obligations	(15)	(8)	(471)	—	(494)
Net changes in unrealized foreign currency translation	(173)	(116)	—	—	(289)
<b>Other comprehensive income (loss) before income taxes and other comprehensive income of subsidiaries</b>	502	158	(465)	—	195
Income tax expense (benefit)	207	81	(163)	—	125
<b>Other comprehensive income (loss), net of taxes, before other comprehensive income of subsidiaries</b>	295	77	(302)	—	70
Other comprehensive income of subsidiaries	—	—	372	(372)	—
<b>Other comprehensive income</b>	295	77	70	(372)	70
<b>Comprehensive income</b>	<u>\$ 3,075</u>	<u>\$ 1,201</u>	<u>\$ 3,762</u>	<u>\$ (4,276)</u>	<u>\$ 3,762</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (Unaudited)  
For the year ended December 31, 2013

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Net income</b>	\$ 2,771	\$ 1,044	\$ 3,673	\$ (3,815)	\$ 3,673
<b>Other comprehensive income (loss):</b>					
Changes in net unrealized gains on investment securities:					
Having no credit losses recognized in the consolidated statement of income	(1,982)	(771)	19	—	(2,734)
Having credit losses recognized in the consolidated statement of income	4	(1)	—	—	3
Net changes in benefit plan assets and obligations	12	19	616	—	647
Net changes in unrealized foreign currency translation	(92)	(20)	—	—	(112)
<b>Other comprehensive income (loss) before income taxes and other comprehensive loss of subsidiaries</b>	(2,058)	(773)	635	—	(2,196)
Income tax expense (benefit)	(719)	(273)	222	—	(770)
<b>Other comprehensive income (loss), net of taxes, before other comprehensive loss of subsidiaries</b>	(1,339)	(500)	413	—	(1,426)
Other comprehensive loss of subsidiaries	—	—	(1,839)	1,839	—
<b>Other comprehensive loss</b>	(1,339)	(500)	(1,426)	1,839	(1,426)
<b>Comprehensive income</b>	<u>\$ 1,432</u>	<u>\$ 544</u>	<u>\$ 2,247</u>	<u>\$ (1,976)</u>	<u>\$ 2,247</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING BALANCE SHEET (Unaudited)  
At December 31, 2015

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Assets</b>					
Fixed maturities, available for sale, at fair value (amortized cost \$58,878)	\$ 42,289	\$ 18,323	\$ 46	\$ —	\$ 60,658
Equity securities, available for sale, at fair value (cost \$528)	189	375	141	—	705
Real estate investments	56	933	—	—	989
Short-term securities	1,947	1,178	1,546	—	4,671
Other investments	2,516	930	1	—	3,447
<b>Total investments</b>	<u>46,997</u>	<u>21,739</u>	<u>1,734</u>	<u>—</u>	<u>70,470</u>
Cash	225	153	2	—	380
Investment income accrued	453	185	4	—	642
Premiums receivable	4,336	2,101	—	—	6,437
Reinsurance recoverables	5,849	3,061	—	—	8,910
Ceded unearned premiums	610	46	—	—	656
Deferred acquisition costs	1,660	189	—	—	1,849
Deferred taxes	178	83	35	—	296
Contractholder receivables	3,387	987	—	—	4,374
Goodwill	2,573	1,000	—	—	3,573
Other intangible assets	203	76	—	—	279
Investment in subsidiaries	—	—	27,573	(27,573)	—
Other assets	1,958	344	16	—	2,318
<b>Total assets</b>	<u>\$ 68,429</u>	<u>\$ 29,964</u>	<u>\$ 29,364</u>	<u>\$ (27,573)</u>	<u>\$ 100,184</u>
<b>Liabilities</b>					
Claims and claim adjustment expense reserves	\$ 31,965	\$ 16,330	\$ —	\$ —	\$ 48,295
Unearned premium reserves	8,335	3,636	—	—	11,971
Contractholder payables	3,387	987	—	—	4,374
Payables for reinsurance premiums	175	121	—	—	296
Debt	693	—	5,651	—	6,344
Other liabilities	3,958	1,221	127	—	5,306
<b>Total liabilities</b>	<u>48,513</u>	<u>22,295</u>	<u>5,778</u>	<u>—</u>	<u>76,586</u>
<b>Shareholders' equity</b>					
Common stock (1,750.0 shares authorized; 295.9 shares issued and outstanding)	—	390	22,172	(390)	22,172
Additional paid-in capital	11,634	6,499	—	(18,133)	—
Retained earnings	7,888	688	29,933	(8,564)	29,945
Accumulated other comprehensive income (loss)	394	92	(157)	(486)	(157)
Treasury stock, at cost (467.6 shares)	—	—	(28,362)	—	(28,362)
<b>Total shareholders' equity</b>	<u>19,916</u>	<u>7,669</u>	<u>23,586</u>	<u>(27,573)</u>	<u>23,598</u>
<b>Total liabilities and shareholders' equity</b>	<u>\$ 68,429</u>	<u>\$ 29,964</u>	<u>\$ 29,364</u>	<u>\$ (27,573)</u>	<u>\$ 100,184</u>

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)**

**CONSOLIDATING BALANCE SHEET (Unaudited)  
At December 31, 2014**

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Assets</b>					
Fixed maturities, available for sale, at fair value (amortized cost \$60,801)	\$ 43,401	\$ 20,043	\$ 30	\$ —	\$ 63,474
Equity securities, available for sale, at fair value (cost \$579)	236	522	141	—	899
Real estate investments	56	882	—	—	938
Short-term securities	2,128	706	1,530	—	4,364
Other investments	2,630	955	1	—	3,586
<b>Total investments</b>	<u>48,451</u>	<u>23,108</u>	<u>1,702</u>	<u>—</u>	<u>73,261</u>
Cash	221	151	2	—	374
Investment income accrued	468	215	2	—	685
Premiums receivable	4,241	2,057	—	—	6,298
Reinsurance recoverables	6,156	3,104	—	—	9,260
Ceded unearned premiums	608	70	—	—	678
Deferred acquisition costs	1,622	213	—	—	1,835
Deferred taxes	23	(40)	50	—	33
Contractholder receivables	3,306	1,056	—	—	4,362
Goodwill	2,602	1,009	—	—	3,611
Other intangible assets	216	88	—	—	304
Investment in subsidiaries	—	—	28,821	(28,821)	—
Other assets	1,931	429	17	—	2,377
<b>Total assets</b>	<u>\$ 69,845</u>	<u>\$ 31,460</u>	<u>\$ 30,594</u>	<u>\$ (28,821)</u>	<u>\$ 103,078</u>
<b>Liabilities</b>					
Claims and claim adjustment expense reserves	\$ 32,999	\$ 16,851	\$ —	\$ —	\$ 49,850
Unearned premium reserves	8,201	3,638	—	—	11,839
Contractholder payables	3,306	1,056	—	—	4,362
Payables for reinsurance premiums	194	142	—	—	336
Debt	692	—	5,657	—	6,349
Other liabilities	4,084	1,308	114	—	5,506
<b>Total liabilities</b>	<u>49,476</u>	<u>22,995</u>	<u>5,771</u>	<u>—</u>	<u>78,242</u>
<b>Shareholders' equity</b>					
Common stock (1,750.0 shares authorized; 322.2 shares issued and outstanding)	—	390	21,843	(390)	21,843
Additional paid-in capital	11,634	6,502	—	(18,136)	—
Retained earnings	7,673	1,073	27,238	(8,733)	27,251
Accumulated other comprehensive income	1,062	500	880	(1,562)	880
Treasury stock, at cost (437.3 shares)	—	—	(25,138)	—	(25,138)
<b>Total shareholders' equity</b>	<u>20,369</u>	<u>8,465</u>	<u>24,823</u>	<u>(28,821)</u>	<u>24,836</u>
<b>Total liabilities and shareholders' equity</b>	<u>\$ 69,845</u>	<u>\$ 31,460</u>	<u>\$ 30,594</u>	<u>\$ (28,821)</u>	<u>\$ 103,078</u>

THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)

CONSOLIDATING STATEMENT OF CASH FLOWS (Unaudited)  
For the year ended December 31, 2015

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Cash flows from operating activities</b>					
Net income	\$ 2,666	\$ 998	\$ 3,439	\$ (3,664)	\$ 3,439
Net adjustments to reconcile net income to net cash provided by operating activities	(577)	414	330	(172)	(5)
<b>Net cash provided by operating activities</b>	<u>2,089</u>	<u>1,412</u>	<u>3,769</u>	<u>(3,836)</u>	<u>3,434</u>
<b>Cash flows from investing activities</b>					
Proceeds from maturities of fixed maturities	7,543	3,563	10	—	11,116
Proceeds from sales of investments:					
Fixed maturities	1,227	723	—	—	1,950
Equity securities	25	34	—	—	59
Real estate investments	—	31	—	—	31
Other investments	503	210	—	—	713
Purchases of investments:					
Fixed maturities	(8,276)	(3,787)	(27)	—	(12,090)
Equity securities	(3)	(43)	(3)	—	(49)
Real estate investments	(1)	(122)	—	—	(123)
Other investments	(423)	(111)	—	—	(534)
Net sales (purchases) of short-term securities	179	(489)	(16)	—	(326)
Securities transactions in course of settlement	(52)	(61)	—	—	(113)
Acquisition, net of cash acquired	(13)	—	—	—	(13)
Other	(343)	39	—	—	(304)
<b>Net cash provided by (used in) investing activities</b>	<u>366</u>	<u>(13)</u>	<u>(36)</u>	<u>—</u>	<u>317</u>
<b>Cash flows from financing activities</b>					
Treasury stock acquired—share repurchase authorization	—	—	(3,150)	—	(3,150)
Treasury stock acquired—net employee share-based compensation	—	—	(74)	—	(74)
Dividends paid to shareholders	—	—	(739)	—	(739)
Payment of debt	—	—	(400)	—	(400)
Issuance of debt	—	—	392	—	392
Issuance of common stock—employee share options	—	—	183	—	183
Excess tax benefits from share-based payment arrangements	—	—	55	—	55
Dividends paid to parent company	(2,450)	(1,383)	—	3,833	—
Capital contributions, loans and other transactions between subsidiaries	—	(3)	—	3	—
<b>Net cash used in financing activities</b>	<u>(2,450)</u>	<u>(1,386)</u>	<u>(3,733)</u>	<u>3,836</u>	<u>(3,733)</u>
Effect of exchange rate changes on cash	(1)	(11)	—	—	(12)
Net increase in cash	4	2	—	—	6
Cash at beginning of year	221	151	2	—	374
<b>Cash at end of year</b>	<u>\$ 225</u>	<u>\$ 153</u>	<u>\$ 2</u>	<u>\$ —</u>	<u>\$ 380</u>
<b>Supplemental disclosure of cash flow information</b>					
Income taxes paid (received)	\$ 1,032	\$ 384	\$ (209)	\$ —	\$ 1,207
Interest paid	\$ 47	\$ —	\$ 318	\$ —	\$ 365

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)**

**CONSOLIDATING STATEMENT OF CASH FLOWS (Unaudited)  
For the year ended ended December 31, 2014**

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Cash flows from operating activities</b>					
Net income	\$ 2,780	\$ 1,124	\$ 3,692	\$ (3,904)	\$ 3,692
Net adjustments to reconcile net income to net cash provided by operating activities	343	(293)	118	(167)	1
<b>Net cash provided by operating activities</b>	<u>3,123</u>	<u>831</u>	<u>3,810</u>	<u>(4,071)</u>	<u>3,693</u>
<b>Cash flows from investing activities</b>					
Proceeds from maturities of fixed maturities	6,625	4,258	11	—	10,894
Proceeds from sales of investments:					
Fixed maturities	595	453	1	—	1,049
Equity securities	111	43	4	—	158
Real estate investments	1	14	—	—	15
Other investments	477	378	—	—	855
Purchases of investments:					
Fixed maturities	(6,856)	(4,465)	(4)	—	(11,325)
Equity securities	(3)	(42)	(7)	—	(52)
Real estate investments	(22)	(26)	—	—	(48)
Other investments	(405)	(149)	—	—	(554)
Net purchases of short-term securities	(268)	(223)	(7)	—	(498)
Securities transactions in course of settlement	44	38	—	—	82
Acquisition, net of cash acquired	(9)	(3)	—	—	(12)
Other	(350)	(8)	—	—	(358)
<b>Net cash provided by (used in) investing activities</b>	<u>(60)</u>	<u>268</u>	<u>(2)</u>	<u>—</u>	<u>206</u>
<b>Cash flows from financing activities</b>					
Treasury stock acquired—share repurchase authorization	—	—	(3,275)	—	(3,275)
Treasury stock acquired—net employee share-based compensation	—	—	(57)	—	(57)
Dividends paid to shareholders	—	—	(729)	—	(729)
Issuance of common stock—employee share options	—	—	195	—	195
Excess tax benefits from share-based payment arrangements	—	—	57	—	57
Dividends paid to parent company	(2,978)	(1,093)	—	4,071	—
<b>Net cash used in financing activities</b>	<u>(2,978)</u>	<u>(1,093)</u>	<u>(3,809)</u>	<u>4,071</u>	<u>(3,809)</u>
Effect of exchange rate changes on cash	(1)	(9)	—	—	(10)
Net increase (decrease) in cash	84	(3)	(1)	—	80
Cash at beginning of year	137	154	3	—	294
<b>Cash at end of year</b>	<u>\$ 221</u>	<u>\$ 151</u>	<u>\$ 2</u>	<u>\$ —</u>	<u>\$ 374</u>
<b>Supplemental disclosure of cash flow information</b>					
Income taxes paid (received)	\$ 947	\$ 336	\$ (136)	\$ —	\$ 1,147
Interest paid	\$ 47	\$ —	\$ 318	\$ —	\$ 365

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. CONSOLIDATING FINANCIAL STATEMENTS OF THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES (Continued)**

**CONSOLIDATING STATEMENT OF CASH FLOWS (Unaudited)**  
**For the year ended ended December 31, 2013**

<u>(in millions)</u>	<u>TPC</u>	<u>Other Subsidiaries</u>	<u>TRV</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Cash flows from operating activities</b>					
Net income	\$ 2,771	\$ 1,044	\$ 3,673	\$ (3,815)	\$ 3,673
Net adjustments to reconcile net income to net cash provided by operating activities	(497)	413	(1,665)	1,892	143
<b>Net cash provided by operating activities</b>	<u>2,274</u>	<u>1,457</u>	<u>2,008</u>	<u>(1,923)</u>	<u>3,816</u>
<b>Cash flows from investing activities</b>					
Proceeds from maturities of fixed maturities	5,484	2,419	1	—	7,904
Proceeds from sales of investments:					
Fixed maturities	989	641	5	—	1,635
Equity securities	45	41	—	—	86
Real estate investments	—	18	—	—	18
Other investments	489	273	—	—	762
Purchases of investments:					
Fixed maturities	(6,260)	(3,201)	(6)	—	(9,467)
Equity securities	(21)	(34)	(2)	—	(57)
Real estate investments	(1)	(106)	—	—	(107)
Other investments	(320)	(126)	—	—	(446)
Net sales (purchases) of short-term securities	(272)	(52)	435	—	111
Securities transactions in course of settlement	(2)	24	(1)	—	21
Acquisition, net of cash acquired	(773)	(224)	—	—	(997)
Other	(365)	(8)	—	—	(373)
<b>Net cash provided by (used in) investing activities</b>	<u>(1,007)</u>	<u>(335)</u>	<u>432</u>	<u>—</u>	<u>(910)</u>
<b>Cash flows from financing activities</b>					
Treasury stock acquired—share repurchase authorization	—	—	(2,400)	—	(2,400)
Treasury stock acquired—net employee share-based compensation	—	—	(61)	—	(61)
Dividends paid to shareholders	—	—	(729)	—	(729)
Payment of debt	(500)	—	—	—	(500)
Issuance of debt	—	—	494	—	494
Issuance of common stock—employee share options	—	—	206	—	206
Excess tax benefits from share-based payment arrangements	—	—	51	—	51
Dividends paid to parent company	(1,307)	(1,116)	—	2,423	—
Capital contributions, loans and other transactions between subsidiaries	500	—	—	(500)	—
<b>Net cash used in financing activities</b>	<u>(1,307)</u>	<u>(1,116)</u>	<u>(2,439)</u>	<u>1,923</u>	<u>(2,939)</u>
Effect of exchange rate changes on cash	—	(3)	—	—	(3)
Net increase (decrease) in cash	(40)	3	1	—	(36)
Cash at beginning of year	177	151	2	—	330
<b>Cash at end of year</b>	<u>\$ 137</u>	<u>\$ 154</u>	<u>\$ 3</u>	<u>\$ —</u>	<u>\$ 294</u>
<b>Supplemental disclosure of cash flow information</b>					
Income taxes paid (received)	\$ 942	\$ 325	\$ (210)	\$ —	\$ 1,057
Interest paid	\$ 60	\$ —	\$ 295	\$ —	\$ 355

## THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 19. SELECTED QUARTERLY FINANCIAL DATA (Unaudited)

<u>2015 (in millions, except per share amounts)</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>	<u>Total</u>
Total revenues	\$ 6,626	\$ 6,706	\$ 6,794	\$ 6,674	\$ 26,800
Total expenses	5,478	5,630	5,487	5,465	22,060
Income before income taxes	1,148	1,076	1,307	1,209	4,740
Income tax expense	315	264	379	343	1,301
Net income	<u>\$ 833</u>	<u>\$ 812</u>	<u>\$ 928</u>	<u>\$ 866</u>	<u>\$ 3,439</u>
Net income per share(1):					
Basic	\$ 2.58	\$ 2.56	\$ 3.00	\$ 2.87	\$ 10.99
Diluted	2.55	2.53	2.97	2.83	10.88
<u>2014 (in millions, except per share amounts)</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>	<u>Total</u>
Total revenues	\$ 6,708	\$ 6,785	\$ 6,886	\$ 6,783	\$ 27,162
Total expenses	5,238	5,884	5,628	5,323	22,073
Income before income taxes	1,470	901	1,258	1,460	5,089
Income tax expense	418	218	339	422	1,397
Net income	<u>\$ 1,052</u>	<u>\$ 683</u>	<u>\$ 919</u>	<u>\$ 1,038</u>	<u>\$ 3,692</u>
Net income per share(1):					
Basic	\$ 2.98	\$ 1.98	\$ 2.72	\$ 3.15	\$ 10.82
Diluted	2.95	1.95	2.69	3.11	10.70

(1) Due to the averaging of shares, quarterly earnings per share may not add to the total for the full year.

**Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

Not Applicable.

**Item 9A. CONTROLS AND PROCEDURES**

The Company maintains disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) that are designed to ensure that information required to be disclosed in the Company's reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2015. Based upon that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2015, the design and operation of the Company's disclosure controls and procedures were effective to accomplish their objectives at the reasonable assurance level.

In addition, there was no change in the Company's internal control over financial reporting (as that term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2015 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

The Company regularly seeks to identify, develop and implement improvements to its technology systems and business processes, some of which may affect its internal control over financial reporting. These changes may include such activities as implementing new, more efficient systems, updating existing systems or platforms, or automating manual processes. These systems changes are often phased in over multiple periods in order to limit the implementation risk in any one period, and as each change is implemented the Company monitors its effectiveness as part of its internal control over financial reporting.

### **Management's Report on Internal Control Over Financial Reporting**

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control over financial reporting is designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of the consolidated financial statements of the Company in accordance with U.S. generally accepted accounting principles. The Company's accounting policies and internal controls over financial reporting, established and maintained by management, are under the general oversight of the Company's Audit Committee.

The Company's internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management has assessed the Company's internal control over financial reporting as of December 31, 2015. The standard measures adopted by management in making its evaluation are the measures in the *Internal Control—Integrated Framework (2013)* published by the Committee of Sponsoring Organizations of the Treadway Commission.

Based upon its assessment, management has concluded that the Company's internal control over financial reporting was effective at December 31, 2015, and that there were no material weaknesses in the Company's internal control over financial reporting as of that date.

KPMG LLP, an independent registered public accounting firm, which has audited and reported on the consolidated financial statements contained in this Form 10-K, has issued its report on the effectiveness of the Company's internal control over financial reporting which follows this report.

## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
The Travelers Companies, Inc.:

We have audited The Travelers Companies, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of The Travelers Companies, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and our report dated February 11, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

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KPMG LLP

New York, New York  
February 11, 2016

**Item 9B. OTHER INFORMATION**

*Executive Ownership and Sales.* All of the Company's executive officers hold equity in the Company in excess of the required level under the Company's executive stock ownership policy. For a summary of this policy as currently in effect, see "Compensation Discussion and Analysis—Stock Ownership Guidelines, Anti-Hedging and Pledging Policies, and Other Trading Restrictions" in the Company's proxy statement filed with the Securities and Exchange Commission on April 3, 2015. From time to time, some of the Company's executives may determine that it is advisable to diversify their investments for personal financial planning reasons, or may seek liquidity for other reasons, and may sell shares of common stock of the Company in the open market, in private transactions or to the Company. To effect such sales, some of the Company's executives have entered into, and may in the future enter into, trading plans designed to comply with the Company's Securities Trading Policy and the provisions of Rule 10b5-1 under the Securities Exchange Act of 1934. The trading plans will not reduce any of the executives' ownership of the Company's shares below the applicable executive stock ownership guidelines. The Company does not undertake any obligation to report Rule 10b5-1 plans that may be adopted by any employee or director of the Company in the future, or to report any modifications or termination of any publicly announced plan.

As of the date of this report, Jay S. Fishman, Executive Chairman of the Board, and Alan D. Schnitzer, Chief Executive Officer, were the only "named executive officers" (i.e., an executive officer named in the compensation disclosures in the Company's most recent proxy statement) that have entered into Rule 10b5-1 trading plans that remain in effect. The trading plans extend from approximately two to nine months from the date of this report. Under the Company's stock ownership guidelines, Mr. Fishman and Mr. Schnitzer each have a target ownership level established as the lesser of 150,000 shares or the equivalent value of 500% of base salary (as such amount is calculated for purposes of the stock ownership guidelines).

*Annual Meeting and Record Date.* The Board of Directors has set the date of the 2016 Annual Meeting of Shareholders and the related record date. The Annual Meeting will be held in Hartford, CT on May 19, 2016, and the shareholders entitled to receive notice of and vote at the meeting will be the shareholders of record at the close of business on March 21, 2016.

**PART III**

**Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

**Executive Officers of the Company**

Set forth below is information concerning the Company's executive officers as of February 11, 2016.

<u>Name</u>	<u>Age</u>	<u>Office</u>
Alan D. Schnitzer	50	Chief Executive Officer and Director
Jay S. Fishman	63	Executive Chairman of the Board
Jay S. Benet	63	Vice Chairman and Chief Financial Officer
Brian W. MacLean	62	President and Chief Operating Officer
William H. Heyman	67	Vice Chairman and Chief Investment Officer
Doreen Spadorcia	58	Vice Chairman and Chief Executive Officer, Personal Insurance and Bond & Specialty Insurance
Andy F. Bessette	62	Executive Vice President and Chief Administrative Officer
Kenneth F. Spence, III	60	Executive Vice President and General Counsel
Maria Olivo	51	Executive Vice President—Strategic Development and Corporate Treasurer
John P. Clifford, Jr.	60	Executive Vice President—Human Resources

**Alan D. Schnitzer**, 50, has been Chief Executive Officer and Director since December 2015. Prior to that, he had been Vice Chairman and Chief Executive Officer, Business and International Insurance since July 2014. Prior to that, he had been Vice Chairman—Financial, Professional & International Insurance and Field Management; Chief Legal Officer since May 2012. Prior to that, he was Vice Chairman and Chief Legal Officer since joining the Company in April 2007 and Executive Vice President—Financial, Professional and International Insurance since May 2008. Prior to that time, he was a partner at the law firm of Simpson Thacher & Bartlett LLP, where he advised corporate clients on a variety of transactions and general corporate law matters. Mr. Schnitzer joined Simpson Thacher in 1991.

**Jay S. Fishman**, 63, has been Executive Chairman of the Board since December 2015. Prior to that, he had been Chairman since September 2005 and Chief Executive Officer of the Company since joining SPC in October 2001. He held the additional title of President from October 2001 until June 2008 and Chairman of SPC from October 2001 until the Merger. Mr. Fishman held several key executive posts at Citigroup Inc. from 1998 to October 2001, including Chairman, Chief Executive Officer and President of the Travelers insurance businesses. Starting in 1989, Mr. Fishman worked as an executive for Primerica, which became part of Citigroup.

**Jay S. Benet**, 63, has been Vice Chairman and Chief Financial Officer since August 2005, and before that, he was Executive Vice President and Chief Financial Officer of the Company since the Merger, and from February 2002 until the Merger, he held those same offices at TPC. From March 2001 until January 2002, Mr. Benet was the worldwide head of financial planning, analysis and reporting at Citigroup and Chief Financial Officer for Citigroup's Global Consumer Europe, Middle East and Africa unit between April 2000 and March 2001. Before that, Mr. Benet spent ten years in various executive positions with Travelers Life & Annuity, including Chief Financial Officer of Travelers Life & Annuity and Executive Vice President, Group Annuity from December 1998 to April 2000, and Senior Vice President Group Annuity from December 1996 to December 1998. Prior to joining Travelers Life & Annuity, Mr. Benet was a partner of Coopers & Lybrand (now PricewaterhouseCoopers).

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**Brian W. MacLean**, 62, has been Chief Operating Officer since May 2005, President since June 2008 and in September 2015, assumed responsibility for the Business and International Insurance segment. Prior to that, he had been Executive Vice President and Chief Operating Officer since May 2005. Prior to that, he had been Co-Chief Operating Officer of the Company since February 2005. Before that, he was Executive Vice President, Claim Services for the Company, and prior thereto, for TPC. Prior to that, Mr. MacLean served as President of Select Accounts for TIGHI from July 1999 to January 2002. He also served as Chief Financial Officer of Claim Services from March 1993 to June 1996. From June 1996 to July 1999, Mr. MacLean was Chief Financial Officer for Commercial Lines. He joined TIGHI in 1988.

**William H. Heyman**, 67, has been Chief Investment Officer of the Company since the Merger and Vice Chairman since May 2005. Prior to May 2005, he was Executive Vice President and Chief Investment Officer of the Company since the Merger. Prior to the Merger, he held those same offices with SPC since he joined SPC in May 2002. Mr. Heyman held various executive positions with Citigroup from 1995 through 2002, including the position of chairman of Citigroup Investments from 2000 to 2002. Prior to joining Citigroup in 1995, Mr. Heyman was, successively: a managing director of Salomon Brothers; Director of the Division of Market Regulation of the U.S. Securities and Exchange Commission; and a managing director of Smith Barney.

**Doreen Spadorcia**, 58, has been Vice Chairman and Chief Executive Officer, Personal Insurance and Bond & Specialty Insurance since July 2014. Prior to that, she had been Vice Chairman—Claim Services, Personal Insurance, Operations and Systems, and Risk Control since May 2012. Prior to that, she was Chief Executive Officer—Personal Insurance and Executive Vice President—Claim Services, from July 2009 to May 2012. From March 2005 to July 2009, she was Executive Vice President—Claim Services. Prior to that, she was President and Chief Executive Officer of Bond operations for the Company since the Merger and, before that, for TPC since June 2002. From 1994 to May 2002, she managed the TPC Bond claim operation and served as General Counsel of that business unit. She joined TIGHI in 1986 as a claim attorney.

**Andy F. Bessette**, 62, has been Executive Vice President and Chief Administrative Officer of the Company since the Merger, and prior to that, he held the same offices with SPC since joining SPC in January 2002. Before that, he was Vice President of Corporate Real Estate and Services for TPC. From 1980 to December 2001, Mr. Bessette held a number of management positions at TIGHI.

**Kenneth F. Spence, III**, 60, has been Executive Vice President and General Counsel of the Company since January 2005. From August 2004 to January 2005, he was Senior Vice President and General Counsel. Prior to that, Mr. Spence served in several leadership positions in the Company's Legal Services group, and from April 1998 until the Merger, in SPC's Legal Services Group. Mr. Spence joined SPC in April 1998, upon SPC's merger with USF&G Corporation, where he had served as legal counsel.

**Maria Olivo**, 51, has been Executive Vice President—Strategic Development and Corporate Treasurer since July 2010. Prior to that, she was Executive Vice President—Treasurer since June 2009. Prior to that, she was Executive Vice President—Market Development since October 2007. Since joining the company in 2002, Ms. Olivo has held a number of executive positions, including leading Corporate Development, Investor Relations and Corporate Communications. Prior to joining Travelers in 2002, Ms. Olivo was deputy head of Strategic Investments at Swiss Re Capital Partners from April 2000 to June 2002. Prior to that, she was a director in Salomon Smith Barney's Investment Bank.

**John P. Clifford, Jr.**, 60, has been Executive Vice President—Human Resources since May 2007, and before that he was Senior Vice President—Human Resources of the Company since the Merger, and from February 2002 until the Merger, he held that same office at SPC. From January 1994 through February 2002 he managed compensation and benefits for SPC and was named Vice President in 1999. He joined SPC in June 1984 as a compensation analyst, and from November 1984 to January 1994, he managed compensation for SPC.

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**Code of Ethics**

The Company has adopted a Code of Business Conduct and Ethics (Code of Ethics) that applies to all employees, including executive officers, and to directors. The Code of Ethics is available on the Corporate Governance page of the Company's internet website at *www.travelers.com*. If the Company ever were to amend or waive any provision of its Code of Ethics that applies to the Company's principal executive officer, principal financial officer, principal accounting officer or any person performing similar functions, the Company intends to satisfy its disclosure obligations, if any, with respect to any such waiver or amendment by posting such information on its internet website set forth above rather than by filing a Form 8-K.

The following sections of the Company's Proxy Statement relating to its Annual Meeting of Shareholders to be held May 19, 2016 are incorporated herein by reference: "Item 1—Election of Directors—Nominees for Election of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Board of Directors Information."

**Item 11. EXECUTIVE COMPENSATION**

The following sections of the Company's Proxy Statement relating to its Annual Meeting of Shareholders to be held May 19, 2016 are incorporated herein by reference: "Compensation Discussion and Analysis," "Compensation Committee Report," "Tabular Executive Compensation Disclosure" and "Non-Employee Director Compensation."

**Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS**

The "Share Ownership Information" section of the Company's Proxy Statement relating to its Annual Meeting of Shareholders to be held May 19, 2016 is incorporated herein by reference.

**EQUITY COMPENSATION PLAN INFORMATION**

The following table sets forth information as of December 31, 2015 regarding the Company's equity compensation plans. The only plan pursuant to which the Company may currently make additional equity grants is The Travelers Companies, Inc. 2014 Stock Incentive Plan (the 2014 Incentive Plan) which, upon approval by the Company's shareholders in May 2014, replaced the Amended and Restated 2004 Stock Incentive Plan, as amended (the 2004 Incentive Plan). The 2004 Incentive Plan had replaced prior share-based incentive plans (legacy plans), which were then terminated. Outstanding grants were not affected by the termination of these legacy plans.

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u> (a)	<u>Weighted average exercise price of outstanding options, warrants and rights</u> (b)	<u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</u> (c)
Equity compensation plans approved by security holders(1)	13,725,724(2)\$	74.50 per share(3)	7,166,384(4)

- (1) In addition to the 2004 Incentive Plan and the 2014 Incentive Plan, also included are certain plans for employees in the United Kingdom and the Republic of Ireland and The Travelers Deferred Compensation Plan for Non-Employee Directors. Shares delivered under these plans are issued pursuant to the 2004 Incentive Plan and the 2014 Incentive Plan.
- (2) Total includes (i) 9,892,037 stock options, (ii) 1,589,077 performance shares and dividend equivalents accrued thereon (assuming issuance of 100% of performance shares granted), (iii) 1,881,865 restricted stock units, (iv) 266,939 director deferred stock awards and dividend equivalents accrued thereon and (v) 95,806 common stock units credited to the deferred compensation accounts of certain non-employee directors in lieu of cash compensation, at the election of such directors.
- (3) The weighted average exercise prices for both the 2004 Incentive Plan and the 2014 Incentive Plan relate only to stock options. The calculation of the weighted average exercise price does not include outstanding equity awards that are received or exercised for no consideration and also does not include common stock units credited to the deferred compensation accounts of certain non-employee directors at fair market value in lieu of cash compensation at the election of such directors.
- (4) These shares are available for grant as of December 31, 2015 under the 2014 Incentive Plan pursuant to which the Compensation Committee of the board of directors may make various stock-based awards including nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock, deferred stock units, performance awards and other stock-based or stock-denominated awards with respect to the Company's common stock. This includes 10 million shares initially authorized for issuance under the 2014 Incentive Plan and shares subject to awards under the 2004 Incentive Plan that expired, were cancelled, forfeited, settled in cash or otherwise terminated without the issuance of shares.

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**Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The "Item 1—Election of Directors—Nominees for Election of Directors," "Governance of Your Company—Director Independence and Independence Determinations" and "Governance of Your Company—Transactions with Related Persons and Certain Control Persons—Related Person Transaction Approval" sections of the Company's Proxy Statement relating to its Annual Meeting of Shareholders to be held May 19, 2016 are incorporated herein by reference.

**Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The "Item 2—Ratification of Independent Registered Public Accounting Firm—Audit and Non-Audit Fees" section of the Company's Proxy Statement relating to its Annual Meeting of Shareholders to be held May 19, 2016 is incorporated herein by reference.

**PART IV**

**Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

Documents filed as a part of the report:

- (1) Financial Statements. See Index to Consolidated Financial Statements on page 161 hereof.
- (2) Financial Statement Schedules. See Index to Consolidated Financial Statements and Schedules on page 268 hereof.
- (3) Exhibits:

See Exhibit Index on pages 278-282 hereof.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, The Travelers Companies, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**THE TRAVELERS COMPANIES, INC.**  
**(Registrant)**

Date: February 11, 2016

By

/s/ KENNETH F. SPENCE III

**Kenneth F. Spence III**  
**Executive Vice President and General Counsel**  
**(Authorized Signatory)**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of The Travelers Companies, Inc. and in the capacities and on the dates indicated.

			<u>Date</u>
By	<u>/s/ ALAN D. SCHNITZER</u> <b>Alan D. Schnitzer</b>	Director, Chief Executive Officer (Principal Executive Officer)	February 11, 2016
By	<u>*</u> <b>Jay S. Fishman</b>	Executive Chairman of the Board	February 11, 2016
By	<u>/s/ JAY S. BENET</u> <b>Jay S. Benet</b>	Vice Chairman and Chief Financial Officer (Principal Financial Officer)	February 11, 2016
By	<u>/s/ DOUGLAS K. RUSSELL</u> <b>Douglas K. Russell</b>	Senior Vice President and Corporate Controller (Principal Accounting Officer)	February 11, 2016
By	<u>*</u> <b>Alan L. Beller</b>	Director	February 11, 2016
By	<u>*</u> <b>John H. Dasburg</b>	Director	February 11, 2016
By	<u>*</u> <b>Janet M. Dolan</b>	Director	February 11, 2016
By	<u>*</u> <b>Kenneth M. Duberstein</b>	Director	February 11, 2016
By	<u>*</u> <b>Patricia L. Higgins</b>	Director	February 11, 2016

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	<u>Date</u>
By _____ * <b>Thomas R. Hodgson</b> Director	February 11, 2016
By _____ * <b>William J. Kane</b> Director	February 11, 2016
By _____ * <b>Cleve L. Killingsworth Jr.</b> Director	February 11, 2016
By _____ * <b>Philip T. Ruegger III</b> Director	February 11, 2016
By _____ * <b>Donald J. Shepard</b> Director	February 11, 2016
By _____ * <b>Laurie J. Thomsen</b> Director	February 11, 2016
*By /s/ KENNETH F. SPENCE III _____ <b>Kenneth F. Spence III, Attorney-in-fact</b>	February 11, 2016

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**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
The Travelers Companies, Inc.:

Under date of February 11, 2016, we reported on the consolidated balance sheet of The Travelers Companies, Inc. and subsidiaries (the Company) as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, which are included in this Form 10-K. In connection with our audits of the aforementioned consolidated financial statements, we also audited the related financial statement schedules as listed in the accompanying index. These financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statement schedules based on our audits.

In our opinion, such financial statement schedules, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP

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KPMG LLP

New York, New York  
February 11, 2016

**THE TRAVELERS COMPANIES, INC.**  
**(Parent Company Only)**

**CONDENSED FINANCIAL INFORMATION OF REGISTRANT**  
**(in millions)**

**CONDENSED STATEMENT OF INCOME**

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Net investment income	\$ 7	\$ 6	\$ 7
Net realized investment gains(1)	<u>1</u>	<u>3</u>	<u>2</u>
<b>Total revenues</b>	<u>8</u>	<u>9</u>	<u>9</u>
<b>Expenses</b>			
Interest	325	321	308
Other	<u>16</u>	<u>15</u>	<u>13</u>
<b>Total expenses</b>	<u>341</u>	<u>336</u>	<u>321</u>
<b>Loss before income taxes and net income of subsidiaries</b>	<u>(333)</u>	<u>(327)</u>	<u>(312)</u>
Income tax benefit	<u>(108)</u>	<u>(115)</u>	<u>(170)</u>
<b>Loss before net income of subsidiaries</b>	<u>(225)</u>	<u>(212)</u>	<u>(142)</u>
Net income of subsidiaries	<u>3,664</u>	<u>3,904</u>	<u>3,815</u>
<b>Net income</b>	<u>\$ 3,439</u>	<u>\$ 3,692</u>	<u>\$ 3,673</u>

- (1) The parent company had no other-than-temporary impairment gains or losses recognized in net realized investment gains or in other comprehensive income during the years ended December 31, 2015, 2014 and 2013.

The condensed financial statements should be read in conjunction with the notes to the condensed financial information of the registrant, as well as the consolidated financial statements and notes thereto.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC.**  
**(Parent Company Only)**

**CONDENSED FINANCIAL INFORMATION OF REGISTRANT**  
**(in millions)**

**CONDENSED STATEMENT OF COMPREHENSIVE INCOME**

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Consolidated net income</b>	<b>\$ 3,439</b>	<b>\$ 3,692</b>	<b>\$ 3,673</b>
<b>Other comprehensive income (loss)—parent company:</b>			
Changes in net unrealized gains on investment securities having no credit losses recognized in the consolidated statement of income	(3)	6	19
Net changes in benefit plan assets and obligations	<u>64</u>	<u>(471)</u>	<u>616</u>
<b>Other comprehensive income (loss) before income taxes and other comprehensive income (loss) of subsidiaries</b>	<b>61</b>	<b>(465)</b>	<b>635</b>
Income tax expense (benefit)	<u>21</u>	<u>(163)</u>	<u>222</u>
<b>Other comprehensive income (loss), net of taxes, before other comprehensive income (loss) of subsidiaries</b>	<b>40</b>	<b>(302)</b>	<b>413</b>
Other comprehensive income (loss) of subsidiaries	<u>(1,077)</u>	<u>372</u>	<u>(1,839)</u>
<b>Consolidated other comprehensive income (loss)</b>	<b>(1,037)</b>	<b>70</b>	<b>(1,426)</b>
<b>Consolidated comprehensive income</b>	<b><u>\$ 2,402</u></b>	<b><u>\$ 3,762</u></b>	<b><u>\$ 2,247</u></b>

The condensed financial statements should be read in conjunction with the notes to the condensed financial information of the registrant, as well as the consolidated financial statements and notes thereto.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC.**  
**(Parent Company Only)**

**CONDENSED FINANCIAL INFORMATION OF REGISTRANT**  
**(in millions)**

**CONDENSED BALANCE SHEET**

<u>At December 31,</u>	<u>2015</u>	<u>2014</u>
<b>Assets</b>		
Fixed maturities	\$ 46	\$ 30
Equity securities	141	141
Short-term securities	1,546	1,530
Investment in subsidiaries	27,573	28,821
Other assets	58	72
<b>Total assets</b>	<b>\$ 29,364</b>	<b>\$ 30,594</b>
<b>Liabilities</b>		
Debt	\$ 5,651	\$ 5,657
Other liabilities	127	114
<b>Total liabilities</b>	<b>5,778</b>	<b>5,771</b>
<b>Shareholders' equity</b>		
Common stock (1,750.0 shares authorized, 295.9 and 322.2 shares issued and outstanding)	22,172	21,843
Retained earnings	29,933	27,238
Accumulated other comprehensive income (loss)	(157)	880
Treasury stock, at cost (467.6 and 437.3 shares)	(28,362)	(25,138)
<b>Total shareholders' equity</b>	<b>23,586</b>	<b>24,823</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 29,364</b>	<b>\$ 30,594</b>

The condensed financial statements should be read in conjunction with the notes to the condensed financial information of the registrant, as well as the consolidated financial statements and notes thereto.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC.**  
(Parent Company Only)

**CONDENSED FINANCIAL INFORMATION OF REGISTRANT**  
(in millions)

**CONDENSED STATEMENT OF CASH FLOWS**

<u>For the year ended December 31,</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
<b>Cash flows from operating activities</b>			
Net income	\$ 3,439	\$ 3,692	\$ 3,673
Adjustments to reconcile net income to net cash provided by operating activities:			
Equity in net income of subsidiaries	(3,664)	(3,904)	(3,815)
Dividends received from consolidated subsidiaries	3,833	4,071	2,423
Capital received from (contributed to) subsidiaries	3	—	(500)
Deferred federal income tax expense (benefit)	(6)	51	(59)
Change in income taxes payable	51	(87)	48
Other	113	(13)	238
<b>Net cash provided by operating activities</b>	<u>3,769</u>	<u>3,810</u>	<u>2,008</u>
<b>Cash flows from investing activities</b>			
Net sales (purchases) of short-term securities	(16)	(7)	435
Other investments, net	(20)	5	(3)
<b>Net cash provided by (used in) investing activities</b>	<u>(36)</u>	<u>(2)</u>	<u>432</u>
<b>Cash flows from financing activities</b>			
Treasury stock acquired—share repurchase authorization	(3,150)	(3,275)	(2,400)
Treasury stock acquired—net employee share-based compensation	(74)	(57)	(61)
Dividends paid to shareholders	(739)	(729)	(729)
Payment of debt	(400)	—	—
Issuance of debt	392	—	494
Issuance of common stock—employee share options	183	195	206
Other	55	57	51
<b>Net cash used in financing activities</b>	<u>(3,733)</u>	<u>(3,809)</u>	<u>(2,439)</u>
Net increase (decrease) in cash	—	(1)	1
Cash at beginning of year	2	3	2
<b>Cash at end of year</b>	<u>\$ 2</u>	<u>\$ 2</u>	<u>\$ 3</u>
<b>Supplemental disclosure of cash flow information</b>			
Cash received during the year for taxes	\$ 209	\$ 136	\$ 210
Cash paid during the year for interest	\$ 318	\$ 318	\$ 295

The condensed financial statements should be read in conjunction with the notes to the condensed financial information of the registrant, as well as the consolidated financial statements and notes thereto.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC.**  
**(Parent Company Only)**

**NOTES TO THE CONDENSED FINANCIAL INFORMATION OF REGISTRANT**

**1. GUARANTEES**

In the ordinary course of selling businesses to third parties, The Travelers Companies, Inc. (TRV) has agreed to indemnify purchasers for losses arising out of breaches of representations and warranties with respect to the businesses being sold, covenants and obligations of TRV and/or its subsidiaries, and in certain cases, obligations arising from certain liabilities. Such indemnification provisions generally are applicable from the closing date to the expiration of the relevant statutes of limitations, although, in some cases, there may be agreed upon term limitations or no term limitations. Certain of these contingent obligations are subject to deductibles which have to be incurred by the obligee before TRV is obligated to make payments. The maximum amount of TRV's contingent obligation for indemnifications related to the sale of businesses that are quantifiable was \$44 million at December 31, 2015, of which \$2 million was recognized on the balance sheet at that date.

TRV also has contingent obligations for guarantees related to its subsidiary's debt obligations and various other indemnifications. TRV also provides standard indemnifications to service providers in the normal course of business. The indemnification clauses are often standard contractual terms.

Certain of the guarantees and indemnifications described above have no stated or notional amounts or limitation to the maximum potential future payments, and, accordingly, TRV is unable to develop an estimate of the maximum potential payments for such arrangements.

TRV fully and unconditionally guarantees the payment of all principal, premiums, if any, and interest on certain debt obligations of its subsidiaries TPC and TIGHI. The guarantees pertain to the \$200 million 7.75% notes due 2026 and the \$500 million 6.375% notes due 2033.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**  
**Supplementary Insurance Information**  
**2013-2015**  
**(in millions)**

<u>Segment</u>	<u>Deferred Acquisition Costs</u>	<u>Claims and Claim Adjustment Expense Reserves</u>	<u>Unearned Premiums</u>	<u>Earned Premiums</u>	<u>Net Investment Income(1)</u>	<u>Claims and Claim Adjustment Expenses</u>	<u>Amortization of Deferred Acquisition Costs</u>	<u>Other Operating Expenses(2)</u>	<u>Net Written Premiums</u>
<b>2015</b>									
Business and International Insurance	\$ 1,072	\$ 41,563	\$ 7,147	\$ 14,521	\$ 1,824	\$ 8,859	\$ 2,329	\$ 2,686	\$ 14,583
Bond & Specialty Insurance	225	3,157	1,292	2,085	223	643	393	389	2,081
Personal Insurance	552	3,552	3,532	7,268	332	4,221	1,163	973	7,457
Total— Reportable Segments	1,849	48,272	11,971	23,874	2,379	13,723	3,885	4,048	24,121
Other	—	23	—	—	—	—	—	404	—
Consolidated	<u>\$ 1,849</u>	<u>\$ 48,295</u>	<u>\$ 11,971</u>	<u>\$ 23,874</u>	<u>\$ 2,379</u>	<u>\$ 13,723</u>	<u>\$ 3,885</u>	<u>\$ 4,452</u>	<u>\$ 24,121</u>
<b>2014</b>									
Business and International Insurance	\$ 1,080	\$ 42,700	\$ 7,208	\$ 14,512	\$ 2,156	\$ 9,145	\$ 2,321	\$ 2,541	\$ 14,636
Bond & Specialty Insurance	222	3,435	1,286	2,076	252	481	388	403	2,103
Personal Insurance	533	3,689	3,345	7,125	379	4,244	1,173	977	7,165
Total— Reportable Segments	1,835	49,824	11,839	23,713	2,787	13,870	3,882	3,921	23,904
Other	—	26	—	—	—	—	—	400	—
Consolidated	<u>\$ 1,835</u>	<u>\$ 49,850</u>	<u>\$ 11,839</u>	<u>\$ 23,713</u>	<u>\$ 2,787</u>	<u>\$ 13,870</u>	<u>\$ 3,882</u>	<u>\$ 4,321</u>	<u>\$ 23,904</u>
<b>2013</b>									
Business and International Insurance	\$ 1,046	\$ 43,181	\$ 7,170	\$ 13,332	\$ 2,087	\$ 8,285	\$ 2,158	\$ 2,369	\$ 13,512
Bond & Specialty Insurance	213	3,921	1,264	1,981	260	695	378	388	2,030
Personal Insurance	545	3,763	3,416	7,324	369	4,327	1,285	980	7,225
Total— Reportable Segments	1,804	50,865	11,850	22,637	2,716	13,307	3,821	3,737	22,767
Other	—	30	—	—	—	—	—	381	—
Consolidated	<u>\$ 1,804</u>	<u>\$ 50,895</u>	<u>\$ 11,850</u>	<u>\$ 22,637</u>	<u>\$ 2,716</u>	<u>\$ 13,307</u>	<u>\$ 3,821</u>	<u>\$ 4,118</u>	<u>\$ 22,767</u>

(1) See note 2 of notes to the consolidated financial statements herein for discussion of the method used to allocate net investment income and invested assets to the identified segments.

(2) Expense allocations are determined in accordance with prescribed statutory accounting practices. These practices make a reasonable allocation of all expenses to those product lines with which they are associated.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**  
**Valuation and Qualifying Accounts**  
**(in millions)**

	Balance at beginning of period	Charged to costs and expenses	Charged to other accounts(1)	Deductions(2)	Balance at end of period
<b>2015</b>					
Reinsurance recoverables	\$ 203	\$ —	\$ —	\$ 46	\$ 157
Allowance for uncollectible:					
Premiums receivable from underwriting activities	\$ 70	\$ 38	\$ —	\$ 43	\$ 65
Deductibles	\$ 36	\$ 3	\$ —	\$ 4	\$ 35
<b>2014</b>					
Reinsurance recoverables	\$ 239	\$ —	\$ —	\$ 36	\$ 203
Allowance for uncollectible:					
Premiums receivable from underwriting activities	\$ 75	\$ 44	\$ —	\$ 49	\$ 70
Deductibles	\$ 39	\$ —	\$ —	\$ 3	\$ 36
<b>2013</b>					
Reinsurance recoverables	\$ 258	\$ —	\$ 2	\$ 21	\$ 239
Allowance for uncollectible:					
Premiums receivable from underwriting activities	\$ 76	\$ 48	\$ —	\$ 49	\$ 75
Deductibles	\$ 41	\$ 1	\$ —	\$ 3	\$ 39

(1) Amount in 2013 represents allowance for uncollectible reinsurance recoverables acquired November 1, 2013 as part of the Company's acquisition of Dominion.

(2) Credited to the related asset account.

See the accompanying Report of Independent Registered Public Accounting Firm.

**THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES**  
**Supplementary Information Concerning Property-Casualty Insurance Operations(1)**  
**2013-2015**  
**(in millions)**

Affiliation with Registrant(2)	Deferred Acquisition Costs	Adjustment Expense Reserves	Discount From Reserves for Unpaid Claims (3)	Unearned Premiums	Earned Premiums	Net Investment Income	Claims and Claim Adjustment Expenses Incurred Related to:		Amortization of Deferred Acquisition Costs	Paid Claims and Claim Adjustment Expenses	Net Written Premiums
							Current Year	Prior Year			
2015	\$ 1,849	\$ 48,272	\$ 1,066	\$ 11,971	\$ 23,874	\$ 2,379	\$ 14,412	\$(897)	\$ 3,885	\$ 14,335	\$ 24,121
2014	\$ 1,835	\$ 49,824	\$ 1,080	\$ 11,839	\$ 23,713	\$ 2,787	\$ 14,621	\$(957)	\$ 3,882	\$ 13,927	\$ 23,904
2013	\$ 1,804	\$ 50,865	\$ 1,090	\$ 11,850	\$ 22,637	\$ 2,716	\$ 14,060	\$(944)	\$ 3,821	\$ 13,962	\$ 22,767

(1) Excludes accident and health insurance business.

(2) Consolidated property-casualty insurance operations.

(3) For a discussion of types of reserves discounted and discount rates used, see "Item 1—Business—Claims and Claim Adjustment Expense Reserves—Discounting" herein.

See the accompanying Report of Independent Registered Public Accounting Firm.

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
3.1	Amended and Restated Articles of Incorporation of The Travelers Companies, Inc. (the "Company"), as amended and restated May 23, 2013, were filed as Exhibit 3.1 to the Company's current report on Form 8-K filed on May 24, 2013, and are incorporated herein by reference.
3.2	Amended and Restated Bylaws of the Company, effective as of August 5, 2014, were filed as Exhibit 3.2 to the Company's current report on Form 8-K filed on August 11, 2014, and are incorporated herein by reference.
10.1	Revolving Credit Agreement, dated June 7, 2013, between the Company and a syndicate of financial institutions, was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2013, and is incorporated herein by reference.
10.2*	The Travelers Companies, Inc. Policy Regarding Executive Incentive Compensation Recoupment was filed as Exhibit 10.42 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2009, and is incorporated herein by reference.
10.3*	Amended and Restated Employment Agreement between the Company and Jay S. Fishman, dated as of December 19, 2008, was filed as Exhibit 10.27 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2008, and is incorporated herein by reference.
10.4*	Letter regarding Amended and Restated Employment Agreement between the Company and Jay S. Fishman, dated as of March 24, 2014, was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2014, and is incorporated herein by reference.
10.5*	Letter regarding Amended and Restated Employment Agreement between the Company and Jay S. Fishman, dated August 4, 2015, was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2015, and is incorporated herein by reference.
10.6*	Amended and Restated Time Sharing Agreement, effective August 3, 2010, by and between the Company and Jay S. Fishman, was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2010, and is incorporated herein by reference.
10.7*	Letter Agreement between Alan D. Schnitzer and the Company, dated April 15, 2007, was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2007, and is incorporated herein by reference.
10.8*	Letter Agreement between Alan D. Schnitzer and the Company, dated August 4, 2015, was filed as Exhibit 10.2 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2015, and is incorporated herein by reference.
10.9*	Time Sharing Agreement, dated September 2, 2015, by and between the Company and Alan D. Schnitzer, was filed as Exhibit 10.3 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2015, and is incorporated herein by reference.
10.10*	The Travelers Companies, Inc. 2014 Stock Incentive Plan was filed as Exhibit 4.3 to the Company's Registration Statement on Form S-8 dated May 27, 2014 and is incorporated herein by reference.

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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.11*	The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan was filed as Exhibit 10.28 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2008, and is incorporated herein by reference.
10.12*	Amendment to The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan was filed as Exhibit 10.7 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2012, and is incorporated herein by reference.
10.13*	TPC 2002 Stock Incentive Plan, as amended effective January 23, 2003, was filed as Exhibit 10.22 to TPC's annual report on Form 10-K for the fiscal year ended December 31, 2002, and is incorporated herein by reference.
10.14*	Amendment to the TPC 2002 Stock Incentive Plan, as amended effective January 23, 2003, was filed as Exhibit 10.9 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2012, and is incorporated herein by reference.
10.15*	The St. Paul Companies, Inc. ("SPC") Amended and Restated 1994 Stock Incentive Plan was filed as Exhibit 10(f) to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2001, and is incorporated herein by reference.
10.16*	Amendment to the SPC Amended and Restated 1994 Stock Incentive Plan was filed as Exhibit 10.11 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2012, and is incorporated herein by reference.
10.17*	Current Director Compensation Program, effective as of May 28, 2014, was filed as Exhibit 10.2 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2014, and is incorporated herein by reference.
10.18*	The Company's Amended and Restated Deferred Compensation Plan for Non-Employee Directors was filed as Exhibit 10.29 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2008, and is incorporated herein by reference.
10.19*	TPC Compensation Plan for Non-Employee Directors, as amended on January 22, 2004, was filed as Exhibit 10.16 to TPC's annual report on Form 10-K for the fiscal year ended December 31, 2003, and is incorporated herein by reference.
10.20*	The SPC Directors' Deferred Compensation Plan was filed as Exhibit 10(b) to the Company's annual report on Form 10-K for the fiscal year ended December 31, 1997, and is incorporated herein by reference.
10.21*	The SPC Deferred Stock Plan for Non-Employee Directors was filed as Exhibit 10(a) to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2000, and is incorporated herein by reference.
10.22*	The SPC Directors' Charitable Award Program, as amended, was filed as Exhibit 10(d) to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2000, and is incorporated herein by reference.
10.23*	The Travelers Severance Plan (as Amended and Restated, effective January 1, 2015) was filed as Exhibit 10.20 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2014, and is incorporated herein by reference.
10.24*	The Company's Senior Executive Performance Plan was filed as Exhibit 10.1 to the Company's quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2005, and is incorporated herein by reference.

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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.25*	First Amendment to the Company's Senior Executive Performance Plan was filed as Exhibit 10.40 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2009, and is incorporated herein by reference.
10.26*	The Travelers Deferred Compensation Plan, as Amended and Restated, effective January 1, 2009, was filed as Exhibit 99.1 to the Company's Registration Statement on Form S-8 (Registration No. 333-157091) dated February 4, 2009, and is incorporated herein by reference.
10.27*	First Amendment to The Travelers Deferred Compensation Plan was filed as Exhibit 10.37 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2009, and is incorporated herein by reference.
10.28*	TPC Deferred Compensation Plan was filed as Exhibit 10.23 to TPC's annual report on Form 10-K for the fiscal year ended December 31, 2002, and is incorporated herein by reference.
10.29†*	The Travelers Benefit Equalization Plan, as Amended and Restated effective as of January 1, 2016 is filed herewith.
10.30*	TPC Benefit Equalization Plan was filed as Exhibit 10.24 to TPC's annual report on Form 10-K for the fiscal year ended December 31, 2002, and is incorporated herein by reference.
10.31*	The SPC Benefit Equalization Plan—2001 Revision and the first and second amendments thereto were filed as Exhibit 10.27 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2004, and are incorporated herein by reference.
10.32*	The SPC Annual Incentive Plan was filed as an exhibit to SPC's Definitive Proxy Statement on Schedule 14A, filed on March 29, 1999, and is incorporated herein by reference.
10.33*	Form of Non-Competition Agreement was filed as Exhibit 10.43 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2009, and is incorporated herein by reference.
10.34*	Form of Non-Solicitation and Non-Disclosure Agreement for Executive Officers, amending the SPC Severance Plan, was filed as Exhibit 99 to the Company's current report on Form 8-K filed on February 16, 2006, and is incorporated herein by reference.
10.35*	Form of Restricted Stock Unit Award Notification and Agreement (For Management Committee Member Executing Non-Compete) was filed as Exhibit 10.37 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2014, and is incorporated herein by reference.
10.36†*	Form of Stock Option Grant Notification and Agreement is filed herewith.
10.37†*	Form of Restricted Stock Unit Award Notification and Agreement is filed herewith.
10.38*	Form of Performance Shares Award Notification and Agreement (2013) was filed as Exhibit 10.46 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2012, and is incorporated herein by reference.
10.39*	Form of Performance Shares Award Notification and Agreement for Jay S. Fishman (2013) was filed as Exhibit 10.47 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2012, and is incorporated herein by reference.

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<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.40*	Form of Performance Shares Award Notification and Agreement (2014) was filed as Exhibit 10.47 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2013, and is incorporated herein by reference.
10.41*	Form of Performance Shares Award Notification and Agreement for Jay S. Fishman (2014) was filed as Exhibit 10.48 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2013, and is incorporated herein by reference.
10.42*	Form of Performance Shares Award Notification and Agreement (2015) was filed as Exhibit 10.46 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2014, and is incorporated herein by reference.
10.43*	Form of Performance Shares Award Notification and Agreement for Jay S. Fishman (2015) was filed as Exhibit 10.47 to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2014, and is incorporated herein by reference.
10.44†*	Form of Performance Shares Award Notification and Agreement (2016) is filed herewith.
10.45†*	Form of Performance Shares Award Notification and Agreement (2016) for Jay S. Fishman is filed herewith.
10.46†*	Form of Non-Employee Director Notification and Agreement of Annual Deferred Stock Award is filed herewith.
10.47†*	Form of Restricted Stock Unit Award Notification and Agreement for Brian W. MacLean is filed herewith.
12.1†	Statement regarding the computation of the ratio of earnings to fixed charges and the ratio of earnings to combined fixed charges and preferred stock dividends is filed herewith.
21.1†	A list of the subsidiaries of the Company is filed herewith.
23.1†	Consent of KPMG LLP, Independent Registered Public Accounting Firm, with respect to the incorporation by reference of KPMG LLP's audit report into Registration Statements on Forms S-8 of the Company (SEC File No. 33-56987, No. 333-50943, No. 333-63114, No. 333-63118, No. 333-65726, No. 333-107698, No. 333-107699, No. 333-114135, No. 333-117726, No. 333-120998, No. 333-128026, No. 333-157091, No. 333-157092, No. 333-164972, No. 333-176002 and No. 333-196290) and Form S-3 (SEC File No. 333-189434) is filed herewith.
24.1†	Power of Attorney is filed herewith.
31.1†	Certification of Alan D. Schnitzer, Chief Executive Officer of the Company, as required by Section 302 of the Sarbanes-Oxley Act of 2002 is filed herewith.
31.2†	Certification of Jay S. Benet, Vice Chairman and Chief Financial Officer of the Company, as required by Section 302 of the Sarbanes-Oxley Act of 2002 is filed herewith.
32.1†	Certification of Alan D. Schnitzer, Chief Executive Officer of the Company, as required by Section 906 of the Sarbanes-Oxley Act of 2002 is filed herewith.
32.2†	Certification of Jay S. Benet, Vice Chairman and Chief Financial Officer of the Company, as required by Section 906 of the Sarbanes-Oxley Act of 2002 is filed herewith.

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<u>Exhibit Number</u>	<u>Description of Exhibit</u>
101.1†	The following financial information from The Travelers Companies, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015 formatted in XBRL: (i) Consolidated Statement of Income for the years ended December 31, 2015, 2014 and 2013; (ii) Consolidated Statement of Comprehensive Income for the years ended December 31, 2015, 2014 and 2013; (iii) Consolidated Balance Sheet at December 31, 2015 and 2014; (iv) Consolidated Statement of Changes in Shareholders' Equity for the years ended December 31, 2015, 2014 and 2013; (v) Consolidated Statement of Cash Flows for the years ended December 31, 2015, 2014 and 2013; (vi) Notes to Consolidated Financial Statements; and (vii) Financial Statement Schedules.

† Filed herewith.

\* Management contract or compensatory plan in which directors and/or executive officers are eligible to participate.

The total amount of securities authorized pursuant to any instrument defining rights of holders of long-term debt of the Company does not exceed 10% of the total assets of the Company and its consolidated subsidiaries. Therefore, the Company is not filing any instruments evidencing long-term debt. However, the Company will furnish copies of any such instrument to the Securities and Exchange Commission upon request.

Copies of any of the exhibits referred to above will be furnished to security holders who make written request therefor to The Travelers Companies, Inc., 385 Washington Street, Saint Paul, MN, 55102, Attention: Corporate Secretary.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by the Company in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs at the date they were made or at any other time.

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## **Section 2: EX-10.29 (EX-10.29)**

**Exhibit 10.29**



**THE TRAVELERS BENEFIT EQUALIZATION PLAN**

**(As Amended and Restated Effective as of January 1, 2016)**

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# THE TRAVELERS BENEFIT EQUALIZATION PLAN

## ARTICLE I

### INTRODUCTION

- 1.1 PLAN; PURPOSE.** **THE TRAVELERS BENEFIT EQUALIZATION PLAN** is sponsored by The Travelers Companies, Inc. to attract high-quality executives and to provide eligible executives with the additional benefits they would have received under the Retirement Plan but for the limits imposed on the compensation that can be taken into account under the Retirement Plan (Code § 401(a)(17)), the limits imposed on the benefits accrued and payable under the Retirement Plan (Code § 415(b)), or the reduction in the compensation base under the Retirement Plan as a result of an election to reduce compensation and make elective deferrals under a nonqualified deferred compensation plan of the Company or an Affiliate.

The Plan was initially adopted effective January 1, 1976 as The St. Paul Companies, Inc. Excess Benefit Plan, and has been amended and restated from time to time thereafter. Effective January 1, 2005, the Plan was amended to “freeze” the Executive Savings Plan component of the Plan (which now appears in Appendix A). Effective January 1, 2009, the Plan was amended and restated to bring the Plan into full documentary compliance with Code § 409A, and also to reflect the merger of the Travelers Benefit Equalization Plan with and into the Plan. From January 1, 2005 to its restatement effective January 1, 2009, the Plan was operated in good faith compliance with Code § 409A.

Participants in the Plan who are not Active Participants at any time on or after January 1, 2005 — which is the effective date of Code § 409A — are intended to be “grandfathered” and thus exempt from the application of Code § 409A. The rights of such grandfathered Participants will be determined in accordance with the provisions of the Plan in effect prior to January 1, 2005, as such terms may be amended in a manner that preserves “grandfather” status under Code § 409A.

**1.2 NON-QUALIFIED “TOP-HAT” PLAN.**

- 1.2.1 ERISA Status. The Plan is a “top-hat” plan — that is, an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of ERISA §§ 201(2), 301(a)(3) and 401(a)(1), and therefore is exempt from Parts 2, 3 and 4 of Title I of ERISA.
- 1.2.2 Compliance with Code § 409A. The Plan also is a nonqualified deferred compensation plan that is intended to meet the requirements of paragraph (2), (3) and (4) of Code § 409A. The terms and provisions of the Plan should be interpreted and applied in a manner consistent with such requirements, including the regulations and other guidance issued under Code § 409A.

**1.3 PLAN DOCUMENT.**

- 1.3.1 Plan Documents. The Plan consists of this document, any appendix to this document and any document that is expressly incorporated by reference into this document.
- 1.3.2 Modifications by Employment or Similar Agreement. The Company or an Affiliate may be a party to an employment or similar agreement with a Participant, the terms of which may enhance or modify in some respect the benefits provided under this Plan, including, but not necessarily limited to, an enhancement to or modification of the benefit amount, payment forms and/or other rights and features of the Plan. The Plan consists only of this document and the core documents referenced in Sec. 1.3.1. Accordingly, any contractual rights that a Participant may have to any enhancement or modification called for under an employment or similar agreement are rights that derive from such agreement and not directly from the Plan. Nonetheless, the Plan will be applied in a manner that takes into account any enhancements or modifications called for under an enforceable employment or similar agreement as if such provisions were part of the Plan; *provided that*, no change can be made to the Plan by means of an employment or similar agreement that would not have been allowed by means of an amendment to the Plan (for example, an amendment inconsistent with Code § 409A).

- 1.4 EFFECTIVE DATE OF DOCUMENT.** The Plan (as amended and restated in this document) is effective January 1, 2016, to apply to accruals on and after that date, and also to accruals prior to that date with respect to any Participant (or Beneficiary) who has not commenced payment of his/her benefits under the Plan.
-

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

#### 2.1 DEFINITIONS.

- 2.1.1 “Account” means a hypothetical record-keeping account to which the value of a Participant’s Excess Benefit is credited following Separation from Service to ultimately derive the Supplemental Benefit.
- 2.1.2 “Administrative Committee” means the committee chartered by the Company to execute the Company’s duties and responsibility as administrator of the Company’s qualified and non-qualified deferred compensation plans.
- 2.1.3 “Actuarial Equivalent” means a benefit having the same value as the benefit which it replaces, determined using the actuarial assumptions or factors specified in the Plan, or if no assumptions or factors are specified, using the assumptions or factors used for the most comparable purpose under the Retirement Plan.
- 2.1.4 “Affiliate” means any business entity that is required to be aggregated and treated as one employer with the Company under Code § 414(b) or (c) (and for purposes of determining whether a Separation from Service has occurred, a standard of “at least 80 percent” will be used to identify an Affiliate under Code § 414(b) and (c) notwithstanding the default standard of “at least 50 percent” found in Treas. Reg. § 1.409A-1(h)(3)).
- 2.1.5 “Beneficiary” means a person or persons designated as such pursuant to Sec. 5.3.
- 2.1.6 “Benefit Commencement Date” means the date on which a Supplemental Benefit is paid in the form of a lump-sum, or starts to be paid in the form of an annuity or in installments.
- 2.1.7 “Benefits Investment Committee” means the committee chartered by the Company to manage and invest the assets of the Company’s qualified and non-qualified deferred compensation plans.
- 2.1.8 “Board” means the Board of Directors of the Company.
- 2.1.9 “Code” means the Internal Revenue Code of 1986, as amended.
- 2.1.10 “Company” means The Travelers Companies, Inc.
- 2.1.11 “Domestic Partner” means a person of the same or opposite sex who is not a Spouse if, with respect to such person, a Participant has on file with the Company (and has not terminated) an affidavit attesting that one of the following requirements is satisfied:
- (a) Such person is recognized as legally joined in a civil union with a Participant by the laws of the state where the relationship is formed (and is not legally separated from such Participant); or
  - (b) All of the following conditions are satisfied:
    - (1) The Participant and the other person have a long-term, intimate, committed relationship with each other, which is demonstrated to be one of mutual caring, affection, and responsibility for each other’s common welfare;
    - (2) The Participant and the other person hold themselves out as in a relationship similar to marriage;
    - (3) The Participant and the other person intend to continue their relationship with each other indefinitely;
    - (4) The Participant and the other person are not married to anyone else; and further (i) at least six months has elapsed since the divorce of either from a prior spouse or the death of a prior spouse, and (ii) at least six months has elapsed since the Participant notified the Company that a previous domestic partnership has ended;

- (5) The Participant and the other person are each other's sole domestic partner;
- (6) The Participant and the other person are at least age eighteen (18), and both are legally capable to enter into a contract;
- (7) The Participant and the other person are not related by blood closer than permitted by marriage law in their state of residence;
- (8) The Participant and the other person share a principal residence and have lived together for at least the six-consecutive-month period immediately prior to the date the Participant files the domestic partner affidavit; and
- (9) The Participant and the other person are jointly responsible to each other for basic living expenses.

2.1.12 "Eligible Employee" means any Employee of the Company or an Affiliate (while it is an Affiliate) who is:

- (a) A participant in the Retirement Plan; and
- (b) A Highly Compensated Employee (as defined in the Retirement Plan).

The Company, in its sole and absolute discretion, may determine that an Employee described above will not be an Eligible Employee.

The Plan is intended to cover only those Employees who are in a select group of management or highly compensated employees within the meaning of ERISA §§ 201(2), 301(a)(3) and 401(a)(1); and, accordingly, if any interpretation is issued by the Department of Labor that would exclude any Employee from satisfying that requirement, such Employee immediately will cease to be an Eligible Employee.

2.1.13 "Employee" means any common-law employee of the Company or an Affiliate (while it is an Affiliate).

2.1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

2.1.15 "Excess Benefit" means the value calculated under the applicable provisions of Sec. 4.2.1 to generally reflect the benefits lost under the Retirement Plan as a result of certain tax-law limits, and which is used to derive the Supplemental Benefit payable under this Plan.

2.1.16 "Normal Retirement Age" means age sixty-five (65).

2.1.17 "Participant" means Active Participant or Inactive Participant. An "Active Participant" is described in Article III; and an "Inactive Participant" is any former Active Participant who has not yet received (or deemed to have received) full payment of his/her Supplemental Benefit under Plan.

2.1.18 "Plan" means The Travelers Benefit Equalization Plan.

2.1.19 "Plan Year" means the calendar year.

2.1.20 "Preserved Legacy Travelers Supplemental Benefit" means the supplemental benefit that would have been payable to a participant under the Travelers Benefit Equalization Plan if he/she had terminated employment on December 31, 2004; provided that, if on such date a participant would have been entitled to an enhanced early retirement benefit, this benefit will be calculated as if the Participant were entitled instead to a normal retirement benefit.

2.1.21 "Retirement Plan" means The Travelers Pension Plan.

2.1.22 "Separation from Service" means that the Company and the Participant anticipate that the Participant will perform no future services (as an employee or a contractor) for the Company and its Affiliates or that the level of services (as an employee or contractor) the Participant will perform for the Company and its Affiliates will permanently decrease to twenty percent (20%) or less of the average level of services over the immediately preceding thirty-six (36) month period (or the full period of services if the Participant has been providing services to the Company or an Affiliate for less than thirty-six (36) months). In the event of a bona fide leave of absence, a

Separation from Service will be deemed to have occurred on the date that is six (6) months (or in the case of a disability leave, the maximum duration of the leave under the Company's policies in effect at the time the disability leave begins (the "maximum disability leave period"), provided, however, that the maximum disability leave period may not exceed twenty-nine (29) months) following the start of such leave, *provided that*, if the Participant has a statutory or contractual right to return to active employment that extends beyond the end of such six (6) month period or the maximum disability leave period, the Separation from Service will be deemed to have occurred upon the expiration of such statutory or contractual right, and if the individual has a Termination of Employment during such six (6) month period or the maximum disability leave period, the Separation from Service will be deemed to have occurred on such Termination of Employment. A "disability" leave for this purpose means an absence due to a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his/her position of employment or any substantially similar position.

Whether a Separation from Service occurs in the case of a corporate transaction may be affected by the provisions of Sec. 6.2.

- 2.1.23 "Specified Employee" means an Employee who at any time during the twelve-month period ending on the identification date was a "key employee" as defined under Code § 416(i) (applied in accordance with the regulations thereunder, but without regard to paragraph (5) thereof).

The Company may adopt a Specified Employee Identification Policy which specifies the identification date, the effective date of any change in the key employee group, compensation definition and other variables that are relevant in identifying Specified Employees, and which may include an alternative method of identifying Specified Employees consistent with the regulations under Code § 409A. In the absence of any such policy or policy provision, for purposes of the above, the "identification date" is each December 31<sup>st</sup>, and an Employee who satisfies the above conditions will be considered to be a "Specified Employee" from April 1<sup>st</sup> following the identification date to March 31<sup>st</sup> of the following year, and the compensation and other variables, and special rules for corporate events and special rules relating to nonresident aliens, that is necessary in identifying Specified Employees will be determined and applied in accordance with the defaults specified in the regulations under Code § 409A. Any Specified Employee Identification Policy will apply uniformly to all nonqualified deferred compensation plans subject to Code § 409A that are maintained by the Company or an Affiliate.

- 2.1.24 "Spouse" means a person of the same or opposite sex who is recognized by the laws of the state or country where the relationship is formed as being legally joined with the Participant in a marriage (this may include a common-law marriage in those states that recognize common-law marriage, but it does not include a domestic partnership or civil union), provided that acceptable proof of marriage has been submitted to the Company by the Participant (and a former Spouse may be treated as a current Spouse to the extent provided in a domestic relations order). Status as a "Spouse" is determined as of the date for which such status is relevant under the terms of the Plan, and any government action or decision that results in any retroactive reclassification of any person as being or not being a Spouse will be recognized under the Plan only prospectively from the effective date of such governmental action or decision.

- 2.1.25 "Supplemental Benefit" means the benefit payable to a Participant under the provisions of the Plan.

- 2.1.26 "Termination of Employment" means that the common-law employer-employee relationship has ended between the individual and the Company and its Affiliates, as determined under the employment policies and practices of the Company (including by reason of voluntary or involuntary termination, retirement, death, expiration of and failure to return from a recognized leave of absence, or otherwise). A Termination of Employment does not occur merely as a result of transfer of employment from one Affiliate to another Affiliate, or from the Company to an Affiliate or from an Affiliate to the Company.

- 2.1.27 "Valuation Date" means any date on which trading occurs on the New York Stock Exchange.

- 2.2 FORUM SELECTION AND CHOICE OF LAW.** If there is ever a dispute arising under or relating to the Plan that is not required to be submitted to arbitration as provided in Sec. 8.3.3, that dispute must be submitted to the United States District Court for the District of Minnesota, provided that court has jurisdiction. By participating in the Plan, or by asserting an entitlement to any right or benefit under the Plan, each Participant or Beneficiary consents to the exercise of personal jurisdiction over him or her by the United States District Court for the District of Minnesota, and waives any argument that that forum is not a convenient forum in which to resolve the lawsuit. This Plan is governed by ERISA, and state law is generally preempted. To the extent state law applies, the Plan is governed by the laws of the State of Minnesota, without giving effect to its conflict of law rules.

**ARTICLE III**  
**PARTICIPATION**

**3.1 PARTICIPATION.**

3.1.1 Active Participants. All Eligible Employees will be Active Participants, and enrollment is not required to participate in the Plan.

3.1.2 End of Active Participation and Participation. An Active Participant will continue as an Active Participant until the earlier of the following:

- (a) The date he/she ceases to be an Eligible Employee (for any reason, including Separation from Service); or
- (b) The date on which the Plan is terminated and liquidated pursuant to Sec. 7.2.2.

A Participant will continue as a Participant until having received a full distribution of the benefit due under the Plan.

**ARTICLE IV**  
**SUPPLEMENTAL BENEFITS**

**4.1 SUPPLEMENT BENEFITS.** A Participant's Supplemental Benefit will be derived from his/her Excess Benefit and/or Preserved Legacy Travelers Supplemental Benefit as determined under Sec. 4.2, and will be paid at the time and in the form provided under Sec. 4.3.

**4.2 DERIVATION OF SUPPLEMENTAL BENEFITS.**

4.2.1 Excess Benefit. A Participant's Supplemental Benefit will be derived from his/her Excess Benefit, which is determined as follows:

- (a) Cash Balance Only Participant. If the Participant is a "Cash Balance Participant" (as defined below) and is not described in (b) or (c), his Excess Benefit is a single lump-sum amount payable equal to A minus B, where:

"A" = The balance that would have been in the Participant's Cash Balance Account under the Retirement Plan if credits had been determined without regard to:

- (i) The limit on compensation taken into account under the Retirement Plan under Code § 401(a)(17); and
- (iii) The exclusion of amounts deferred by the Participant under The Travelers Deferred Compensation Plan (or other non-qualified deferred compensation plan maintained or previously maintained by the Company or Affiliate) from the compensation base used in determining the benefit accrued and payable under the Retirement Plan.

"A" will also include the difference, if any, between the lump-sum benefit that would be payable under the Retirement Plan without regard to the benefit limits of Code § 415(b) and the lump-sum benefit actually payable under the Plan.

"B" = The actual balance of the Participant's Cash Balance Account under the Retirement Plan.

A Participant is a "Cash Balance Participant" for this purpose if he/she has a Cash Balance Accrued Benefit under the Retirement Plan.

- (b) Grandfathered Traditional Formula Only Participant - Retirement Eligible. If the Participant is a "Grandfathered Traditional Formula Participant" (as described below) and is not described in (a), and he/she is entitled to an immediate commencement annuity under the Retirement Plan (or would be so

entitled if he/she had a Termination of Employment), his/her Excess Benefit is an immediate single life annuity equal to A minus B, where:

“A” = The immediate single life annuity that would be payable under the Retirement Plan (including any early commencement subsidies that would be payable at that point) if such benefit had been determined without regard to:

- (i) The limit on compensation taken into account under the Retirement Plan under Code § 401(a)(17);
- (ii) The limit on the benefits payable under the Retirement Plan under Code § 415(b); and
- (iii) The exclusion of amounts deferred by the Participant under The Travelers Deferred Compensation Plan (or other non-qualified deferred compensation plan maintained or previously maintained by the Company or Affiliate) from the compensation base used in determining the benefit accrued and payable under the Retirement Plan.

“B” = The actual immediate single life annuity under the Retirement Plan.

A Participant is a “Grandfathered Traditional Formula Participant” for this purpose if he/she has a Grandfathered Traditional Formula Accrued Benefit under the Retirement Plan.

- (c) Grandfathered Traditional Formula Only Participant - Not Retirement Eligible. If the Participant is a “Grandfathered Traditional Formula Participant” (as described in (b)) and is not described in (a), but is not entitled to an immediate commencement annuity under the Retirement Plan (and would not be so entitled if he had a Termination of Employment), his/her Excess Benefit is a deferred single life annuity starting as of first day of the month following his/her Normal Retirement Age, equal to A minus B, where:

“A” = The deferred single life annuity that would be paid under the Retirement Plan if such benefit had been determined without regard to:

- (i) The limit on compensation taken into account under the Retirement Plan under Code § 401(a)(17);
- (ii) The limit on the benefits payable under the Retirement Plan under Code § 415(b); and
- (iii) The exclusion of amounts deferred by the Participant under The Travelers Deferred Compensation Plan (or other non-qualified deferred compensation plan maintained or previously maintained by the Company or Affiliate) from the compensation base used in determining the benefit accrued and payable under the Retirement Plan.

“B” = The actual deferred single life annuity under the Retirement Plan.

- (d) Cash Balance and Grandfathered Traditional Formula Participant. If the Participant is described in both (a) and (b), or (a) and (c), his/her Excess Benefit is the combination of the two.

4.2.2 Special Rule for Legacy Travelers Participants. In the case of a Legacy Travelers Participant, his/her Supplemental Benefit will also include his/her Preserved Legacy Travelers Supplemental Benefit.

#### **4.3 TIME AND FORM OF PAYMENT.**

4.3.1 Time of Payment. A Participant’s Supplemental Benefit will be paid (or start to be paid) at the following time:

- (a) Immediately Payable Benefits. With respect to a Supplement Benefit derived from an Excess Benefit determined under Sec. 4.2.1(a) (for a Cash Balance Participant) or under Section 4.2.1(b) (for a Grandfathered Traditional Formula Participant entitled to an immediate commencement annuity), the first payroll date in the seventh (7<sup>th</sup>) month following the date of the Participant’s Separation from Service.

- (b) Deferred Benefits. With respect to a Supplemental Benefit derived from an Excess Benefit determined under Sec. 4.2.1(c) (for a Grandfathered Traditional Formula Participant entitled to a deferred commencement annuity), the later of:
  - (i) The first payroll date in the seventh (7<sup>th</sup>) month following the date of the Participant's Separation from Service; or
  - (ii) If the Participant has at least one but less than ten (10) Years of Service, the first payroll date in the month after the month in which the Participant attains age sixty-two (62), or, if the Participant has ten (10) or more Years of Service, the first payroll date in the month after the month in which the Participant attains age fifty-five (55).
- (c) Preserved Legacy Benefits. With respect to a Supplemental Benefit derived from a Preserved Legacy Travelers Supplemental Benefit, the later of:
  - (i) The first payroll date in the seventh (7<sup>th</sup>) month following the date of the Participant's Separation from Service; or
  - (ii) The first payroll date in the month after the month in which the Participant attains age fifty-five (55).
- (d) For purposes of determining the time of payment in this Sec. 4.3.1 (and not for purposes of determining the value of the Excess Benefit under Sec. 4.2.1), the entitlement to an immediate or deferred benefit under the Retirement Plan, as referenced in Sec. 4.2.1(b) or Sec. 4.2.1(c), will be determined in accordance with the provisions of the Retirement Plan in effect immediately prior to September 1, 2014. For that reason, the Retirement Plan amendment that first becomes effective for Benefit Commencement Dates on or after September 1, 2014 will not accelerate the timing of any Excess Benefit under this Plan.

The above payment timing rules are intended to prevent any Specified Employee (and other Participants) from receiving a payment due to his/her Separation from Service prior to the first payroll date in the seventh (7<sup>th</sup>) month following the date of his/her Separation from Service, except in the case of an intervening death of the Participant as provided in Article V.

Any payment may be delayed if necessary for administrative reasons, at the sole discretion of the Company, to a later date within the calendar year or, if later, to the fifteenth (15<sup>th</sup>) day of the third calendar month following the Benefit Commencement Date.

4.3.2 Form of Payment. A Participant's Supplemental Benefit will be paid in the following form:

- (a) General Rule (Other Than Preserved Legacy Benefits). If the value of the Excess Benefit as of the applicable measurement date is fifty-thousand dollars (\$50,000) or less, the Supplemental Benefit derived from such Excess Benefit) will be paid in the form of a single lump-sum payment; otherwise, it will be paid in the form of ten (10) annual installments, determined under Sec. 4.3.4.

The "value" of an Excess Benefit for this purpose is the sum of the Excess Benefit determined under Section 4.2.1(a) (for a Cash Balance Participant) as of the applicable measurement date, and the Actuarial Equivalent lump-sum value of the Excess Benefit determined under Sec. 4.2.1(b) or (c) (for a Grandfathered Traditional Formula Participant) as of the applicable measurement date. Actuarial Equivalence for this purpose will be determined using the Applicable Interest Rate and Applicable Mortality Table then in effect under the Retirement Plan.

The "applicable measurement date" for this purpose is the date of Separation from Service (or later date selected for administrative convenience by the Company) or, in the case of an Excess Benefit determined under Sec. 4.2.1(c) (for a Grandfathered Traditional Formula Participant entitled to a deferred commencement annuity), such later date specified in Sec. 4.3.1(b)(ii).

- (b) Preserved Legacy Travelers Supplement Benefits. The Supplemental Benefit derived from a Preserved Legacy Travelers Supplemental Benefit will be paid in accordance with the payment election made by the Participant with respect thereto prior to December 31, 2006. If a Participant failed to file a timely election, he/she will be deemed to have elected to receive his/her entire Preserved Legacy Travelers Supplement Benefit as a life contingent annuity.

A Participant who elects a life contingent annuity (or who is defaulted into a life contingent annuity) may elect to receive either of the following:

- (i) A single life annuity — that is, a monthly annuity payable to the Participant for life, with the last payment being the payment for the month in which the individual dies; or
- (ii) A joint and survivor annuity with a survivor percentage of 50%, 75% or 100% - that is, a monthly annuity payable to the Participant for life, with the provision that, if the Participant's joint annuitant survives the Participant, a monthly annuity payable to such joint annuitant for life equal to fifty percent (50%), seventy-five percent (75%) or one-hundred percent (100%), as elected by the Participant, of the monthly annuity previously payable to the Participant.

Each life contingent annuity will have a value that is the Actuarial Equivalent of the value of each other life contingent annuity, with Actuarial Equivalence determined using the Applicable Interest Rate and Applicable Mortality Table.

Notwithstanding the above, if a Participant is receiving or is scheduled to receive annuity payments of a Preserved Legacy Travelers Supplemental Benefit and the Actuarial Equivalent value of the remaining annuity payments is five-thousand dollars (\$5,000) or less (or, if smaller, the limit then in effect under Code § 402(g)), the Company may, in its sole discretion, provide for the cash-out of the remaining annuity payments in the form of a lump-sum payment to the Participant. The amount of such lump-sum payment will equal the Actuarial Equivalent value of the remaining annuity payments, and will be paid only if the payment would result in a distribution of the Participant's entire benefit under this Plan (and the Participant is not entitled to any further benefit under any other plan that is required to be aggregated with this Plan under Treas. Reg. § 1.409A-1(c)(2)). This cash-out provision will apply to Participants who terminate employment both before and after the addition of this cash-out provision effective January 1, 2012.

- 4.3.3 Deposit Into Bookkeeping Account. The value of an Excess Benefit as determined under Sec. 4.3.2(a) as of the applicable measurement date will be credited to an Account maintained on behalf of the Participant on, or as soon as administratively practicable after, the applicable measurement date, which Account will be adjusted for earnings credits in the manner provided in Sec. 4.4.

Accounts are for bookkeeping purposes only and the maintenance of Accounts will not require any segregation of assets of the Company or any Affiliate. Neither the Company nor any Affiliate will have any obligation whatsoever to set aside funds for the Plan or for the benefit of any Participant or Beneficiary, and no Participant or Beneficiary will have any rights to any amounts that may be set aside other than the rights of an unsecured general creditor of the Company or Affiliate that employs (or employed) the Participant.

- 4.3.4 Determination of Installment Payments. If a Supplemental Benefit is paid in the form of annual installments, the first annual installment amount will be established by dividing the balance of the Account as of the Benefit Commencement Date, or an earlier date selected for administrative convenience by the Company, by ten (10), and each subsequent installment will be determined by dividing the remaining balance of the Account as of the scheduled installment date, or an earlier date selected for administrative convenience by the Company, by the number of remaining installments (including the installment to be made at that time).

Each installment payment will be treated as a separate payment for purposes of Code § 409A.

#### **4.4 EARNINGS CREDITING FOR ACCOUNTS.**

- 4.4.1 Earnings Credits for Bookkeeping Accounts. Accounts will be adjusted (increased or decreased) as of each Valuation Date to reflect earnings credits as determined hereunder.

Earnings credits will be determined based on the performance of one or more investment options deemed to be available under the Plan.

The Company, in its sole discretion, will determine the investment options that will be available as benchmarks for determining the earnings credit, which may include mutual funds, common or commingled investment funds, group annuity contracts or any other investment option deemed appropriate by the Company, and may include a fund that is deemed to invest in common stock of the Company. The Company may at any time and from time to time add to, remove from or substitute the investment options deemed to be available under the Plan.

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A Participant (or Beneficiary following the death of the Participant) will be allowed on a hypothetical basis to direct the investment of his Account among the investment options available under the Plan. Hypothetical investment directions may be given with such frequency as is deemed appropriate by the Company, and must be made in such percentage or dollar increments, in such manner and in accordance with such rules as may be prescribed for this purpose by the Company (including by means of a voice response or other electronic system under circumstances so authorized by the Company). If an investment option has a loss, the earnings credit attributable to such investment option will serve to reduce the Account; similarly, if an investment option has a gain, the earnings credit attributable to such investment option will serve to increase the Account. If the Participant fails to elect an investment option, the earnings credit will be based on such "default" investment option as may be selected for this purpose by the Company.

Earnings credits (both increase and reductions) will be reflected through the date of payment.

- 4.4.2 Hypothetical Investments. All investment directions of a Participant or Beneficiary will be on a "hypothetical" basis for the sole purpose of establishing the earnings credit for his/her Account — that is, the Account will be adjusted for earnings credits as if the Account were invested pursuant to the investment directions of the Participant or Beneficiary, but actual investments need not be made pursuant to such directions. However, the Company, in its sole discretion and without any obligation, may direct that investments be made per the investment directions of Participants and Beneficiaries in order to hedge the liability of the Company and its Affiliates.

#### **4.5 SPECIAL RULES.**

- 4.5.1 Supplemental Benefit Conditioned on Vesting. A Participant will be entitled to a Supplemental Benefit only if he/she is vested in and entitled to a pension under the Retirement Plan.
- 4.5.2 No Duplicative Benefits. In no event will any benefits be payable under this Plan that would duplicate benefits that become payable under any other non-qualified retirement plan maintained by the Company or any Affiliate based upon the same period of service for the Company or Affiliate.
- 4.5.3 Benefits Due Only for Time in Eligible Group. If a Participant ceases to be an Eligible Employee prior to his/her actual Separation from Service (for example, if the Company removes the Employee as an Eligible Employee), the Excess Benefit of a Participant under Sec. 4.2 will be calculated as if the Participant had a Separation from Service as of the date he/she ceased to be an Eligible Employee.

### **ARTICLE V**

#### **DISTRIBUTIONS AFTER DEATH**

##### **5.1 SURVIVOR BENEFITS PRIOR TO BENEFIT COMMENCEMENT DATES.**

- 5.1.1 Entitlement to a Survivor Benefit. A Survivor Benefit determined in accordance with this Sec. 5.1 will be payable to the Beneficiary of a Participant if:

- (a) The Participant is vested in a pension under the Retirement Plan; and
- (b) The Participant dies before his/her Benefit Commencement Date.

If a Participant dies before he/she is vested in a pension under the Retirement Plan, no Survivor Benefit will be payable under the Plan.

- 5.1.2 Survivor Benefit Attributable to Cash Balance Supplemental Benefit. The Survivor Benefit attributable to an Excess Benefit determined under Sec. 4.2.1(a) (for a Cash Balance Participant) will be a lump-sum payment in an amount equal to such Excess Benefit, which will be paid to the Participant's Beneficiary within ninety (90) days following the death of the Participant.
- 5.1.3 Survivor Benefit Attributable to Grandfathered Traditional Formula Supplemental Benefit. The Survivor Benefit attributable to an Excess Benefit determined under Sec. 4.2.1(b) or (c) (for a Grandfathered Traditional Formula Participant) will be a lump-sum payment in an amount equal to the applicable percentage of the Actuarial Equivalent lump-sum value of the Excess Benefit determined under Sec. 4.2.1(b) or (c), which will be paid to the Participant's Beneficiary within ninety (90) days following the death of the Participant.

The “applicable percentage” for this purpose is fifty percent (50%), unless the Participant then has full (100%) survivor protection in place under the Retirement Plan, in which case the applicable percentage will be one-hundred percent (100%).

Actuarial Equivalence for this purpose will be determined using the Applicable Interest Rate and Applicable Mortality Table.

- 5.1.4 **Survivor Benefit Attributable to Legacy Travelers Preserved Supplemental Benefit.** The Survivor Benefit attributable to a Legacy Travelers Preserved Supplemental Benefit will equal the survivor benefit determined under the Retirement Plan for the comparable pension benefit on which the Legacy Travelers Preserved Supplemental Benefit was derived under this Plan.
- 5.2 **PAYMENT AFTER BENEFIT COMMENCEMENT DATES.** If a Participant dies after his/her Benefit Commencement Date, any remaining balance in his/her Account will be paid to the Participant’s Beneficiary in a single lump-sum payment within ninety (90) days after the death of the Participant. If the Participant was receiving an annuity attributable to an Excess Benefit or Preserved Legacy Travelers Supplemental Benefit at the time of his/her death, the form of annuity will determine whether any payments remain payable following the death of the Participant.
- 5.3 **BENEFICIARY DESIGNATION.**
- 5.3.1 **General Rule.** Any Survivor Benefit will be paid to the Participant’s designated Beneficiary. A Participant may designate any person (natural or otherwise, including a trust) as his/her Beneficiary to receive any Survivor Benefit payable under the Plan, and may change or revoke a designation previously made without the consent of any Beneficiary.
- 5.3.2 **Form and Method of Designation.** A Beneficiary designation must be made on such form and in accordance with such rules as may be prescribed for this purpose by the Company. A Beneficiary designation will be effective (and will revoke all prior designations) if it is received by the Company (or if sent by mail, the post-mark of the mailing is) prior to the date of death of the Participant. The Company may rely on the latest Beneficiary designation on file (or if an effective designation is not on file may direct that payment be made pursuant to the default provision of the Plan) and will not be liable to any person making claim for such payment under a subsequently filed designation or for any other reason.
- 5.3.3 **Default Designation.** If a Beneficiary designation is not on file for a Participant, or if no designated Beneficiary survives the Participant, the Participant’s Beneficiary will be deemed to be the first of the following categories applicable to the Participant:
- (a) Surviving Spouse or Domestic Partner; or if none,
  - (b) Participant’s estate.
- 5.4 **NO OTHER SURVIVOR BENEFITS.** No survivor benefits are payable to anyone with respect to a Participant except as provided in Sec. 5.1 or Sec. 5.2.

## ARTICLE VI

### **CONTRACTUAL OBLIGATIONS AND FUNDING**

- 6.1 **PAYMENT OF BENEFITS.** Benefits payable under the Plan will be the responsibility of, and paid by, the Company; *provided that*, the Company, in its sole discretion, may transfer its obligations with respect to one or more Participants to an Affiliate. Such transfer may occur at any time, including in connection with a corporate transaction described in Sec. 6.2. If the Company transfers its obligations with respect to a Participant to an Affiliate other than in connection with a corporate transaction, the Company will retain secondary liability for the payment of such benefit under the Plan.
- 6.2 **CORPORATE TRANSACTIONS.** In the event of a sale of the stock to an unrelated buyer, or a disposition by means of a forward or reverse merger involving an unrelated buyer, where an employer ceases as a result of the transaction to be an Affiliate, for any individual who remains employed with the employer after it ceases to be an Affiliate, the transaction will not be deemed to constitute a Separation from Service and benefits thereafter will be

paid in accordance with the terms of the Plan or, if applicable, the successor plan established by the buyer or an affiliate in a manner consistent with Code § 409A.

In the event of a sale of substantial assets (such as a location or division, or substantially all assets of a trade or business) of the Company or an Affiliate to an unrelated buyer, the Company and the buyer may agree to transfer the contractual obligation and liability for benefits with respect to any individual who becomes an employee of the buyer or an affiliate of the buyer upon the closing or in connection with such transaction. In such case, the transaction will not be deemed to constitute a Separation from Service and benefits thereafter will be paid in accordance with the terms of the Plan or a successor plan established by the buyer or an affiliate in a manner consistent with Code § 409A.

### **6.3 FUNDING.**

6.3.1 Establishment and Funding of Rabbi Trust. The Company may, in its sole and absolute discretion, establish a “rabbi” trust to serve as a funding vehicle for benefits payable under the Plan. Neither the Company nor any Affiliate will have any obligation to establish such a trust, or to fund such trust if established.

The above notwithstanding, neither the Company nor any Affiliate will transfer or contribute any funds during any “restricted period,” as defined in Code § 409A (b)(3)(B), to any rabbi trust established under this Section 6.3.1. If any funds are transferred or contributed during a restricted period and the Company certifies in writing that such transfer or contribution was disallowed under this provision, the funds will be deemed to have been transferred or contributed under a mistake of fact and will be returned to the Company or the Affiliate, along with any earnings allocable to such funds, regardless of whether the rabbi trust’s terms establish it as revocable or irrevocable.

Any rabbi trust hereby established may be revocable if so established under the terms of the trust. The assets of any rabbi trust hereby established will not be held or transferred outside of the United States, and the trust will not have any other feature that would result in a transfer of property being deemed to have occurred under Code § 409A (for example, there will be no funding obligation or restrictions on assets in connection with a change in financial health of the Company or any Affiliate).

Any rabbi trust used to fund benefits payable under this Plan may be used to fund benefits payable under any other non-qualified deferred compensation plan maintained by the Company or any Affiliate.

6.3.2 Effect on Benefit Obligations. The establishment and funding of a rabbi trust will not affect the obligations of the Company under Sec. 6.1, except that such obligations with respect to any Participant or Beneficiary will be offset to the extent that payments actually are made from the trust to such Participant or Beneficiary. In the case of any transfer of benefit obligations and liabilities under Sec. 6.2, the parties may arrange for a transfer of assets to a rabbi trust maintained by the buyer or an affiliate of the buyer.

## **ARTICLE VII**

### **AMENDMENT AND TERMINATION OF PLAN**

#### **7.1 RIGHT TO AMEND OR TERMINATE.**

7.1.1 Amendment. The Company may amend the Plan at any time and for any reason by action of the following:

- (a) Board of Directors. The Board (or its Compensation Committee) can adopt any amendment to the Plan, and the following amendments are reserved exclusively to the Board (or its Compensation Committee): (i) Any amendment that has a negative annual cost impact to the Company of more than \$5,000,000; or (ii) Any amendment that is required to be adopted by the Board (or its Compensation Committee) by law or regulation, or under the terms of the charter documents of the Company.
- (b) Chief Executive Officer. The Chief Executive Officer of the Company can adopt any amendment that is not reserved to the Board (or its Compensation Committee) (that is, any amendment that has a negative annual cost impact to the Company of \$5,000,000 or less). The Chief Executive Officer, in his/her sole and absolute discretion, can determine the cost impact of an amendment, and the validity of amendment will not be open to challenge if based upon a good faith determination of the cost impact made by the Chief Executive Officer.

- (c) Persons with Delegated Authority. The Board or its Compensation Committee, and the Chief Executive Officer, by resolution or written action, can delegate the amendment authority vested in such person or body to any other person, committee or body.

7.1.2 Termination. The Company may terminate the Plan at any time and for any reason by action of the Board or its Compensation Committee.

7.1.3 Delayed Timing of Amendment or Termination Effective Under Code § 409A. The Company, acting pursuant to Sec. 7.1.1, generally will determine the effective date of any amendment to the Plan. However, if Code § 409A requires a delayed effective date (for example, if an amendment changes a deferral rule in a way that must be delayed for twelve (12) months), then the amendment will be effective as of the later of the date determined by the Company or the earliest effective date allowed under Code § 409A.

The Company generally will determine the effective date of a termination of the Plan.

## **7.2 LIMITS ON EFFECT OF AMENDMENT OR TERMINATION.**

7.2.1 No Negative Effect on Accrued Benefit. An amendment or termination of the Plan may not have the effect of reducing the overall benefit attributable to the period prior to amendment or termination and payable to the Participant under the Retirement Plan or this Plan. This will not prohibit an amendment that reduces or eliminates the benefit accrued and payable under this Plan and shifts the liability for such benefit to another nonqualified retirement plan maintained by the Company or an Affiliate, or any successor, or to the Retirement Plan, or an amendment that is required by law or for which the failure to adopt the amendment would have adverse tax consequences to the Participants affected by such amendment (as determined by the Company).

7.2.2 Liquidation Terminations. The Company may terminate the Plan and provide for the acceleration and liquidation of all benefits remaining due under the Plan pursuant to Treas. Reg. § 1.409A-3(j)(4)(ix). If such a termination and liquidation occurs, all accruals under the Plan will be discontinued (and all Active Participants will cease to be Active Participants) as of the termination date established by the Company, and benefits remaining due will be paid in a lump-sum at the time specified by the Company as part of the action terminating the Plan and consistent with Treas. Reg. § 1.409A-3(j)(4)(ix).

7.2.3 Other Terminations. The Company may terminate the Plan other than pursuant to Treas. Reg. § 1.409A-3(j)(4)(ix). In the event of such other termination, all accruals under the Plan will be discontinued (and all Active Participants will cease to be Active Participants), but all benefits remaining payable under the Plan will be paid at the same time and in the same form as if the termination had not occurred — that is, the termination will not result in any acceleration of any distribution under the Plan.

## **ARTICLE VIII**

### **ADMINISTRATION/CLAIMS PROCEDURES**

#### **8.1 ADMINISTRATION.**

8.1.1 Administration. The Company is the administrator of the Plan with the authority to control and manage the operation and administration of the Plan and to make all decisions and determinations incident thereto. Action on behalf of the Company as administrator will be taken by the following:

- (a) The Administrative Committee. The Administrative Committee of the Company is responsible for determining Eligible Employees under the Plan, and is responsible for all matters relating to the overall and day-to-day administration of the Plan, and the selection and monitoring of non-investment service providers (including the selection of recordkeeper) with respect to the Plan.
- (b) The Investment Committee. The Investment Committee of the Company is responsible for all investment matters relating to the Plan, including the selection of the funds available for hypothetical investments by Participants and Beneficiaries, the actual investment of assets that may be (but are not required to be) set aside to hedge liabilities resulting from the Plan, and actual investment of any rabbi trust assets if such a trust is established and funded, including the selection and monitoring of investment providers (including the trustee of any rabbi trust).
- (c) Delegates. The Administrative Committee and Investment Committee each will have the authority to delegate, from time to time, responsibilities under the Plan to such person or persons as it deems advisable, and may revoke such delegation of responsibility. Any action by the person exercising such delegated responsibility will have the same force and effect as if such action was taken by the Company.

- 8.1.2 Third-Party Service Providers. The Company may from time to time contract with or appoint a recordkeeper or other third-party service provider for the Plan. Any such recordkeeper or other third-party service provider will serve in a non-discretionary capacity and will act in accordance with directions given and/or procedures established by the Company.
- 8.1.3 Rules of Procedure. The Company may establish, adopt or revise such rules and regulations as it may deem necessary or advisable for the administration of the Plan.

## **8.2 CORRECTION OF ERRORS AND DUTY TO REVIEW INFORMATION.**

- 8.2.1 Correction of Errors. Errors may occur in the operation and administration of the Plan. The Company reserves the right to cause such equitable adjustments to be made to correct for such errors as it considers appropriate (including adjustments to Participant or Beneficiary pension statements), which will be final and binding on the Participant or Beneficiary.
- 8.2.2 Participant Duty to Review Information. Each Participant and Beneficiary has the duty to promptly review any information that is provided or made available to the Participant or Beneficiary and that relates in any way to the operation and administration of the Plan or his/her payment elections under the Plan and to notify the Company of any error made in the operation or administration of the Plan that affects the Participant or Beneficiary within thirty (30) days of the date such information is provided or made available to the Participant or Beneficiary (for example, the date the information is sent by mail or the date the information is provided or made available electronically).

If the Company is notified of an alleged error within the thirty (30) day time period, the Company will investigate and either correct the error or notify the Participant or Beneficiary that it believes that no error occurred. If the Participant or Beneficiary is not satisfied with the correction (or the decision that no correction is necessary), he/she will have sixty (60) days from the date of notification of the correction (or notification of the decision that no correction is necessary), to file a formal claim under the claims procedures under Sec. 8.3.

## **8.3 CLAIMS PROCEDURE.**

- 8.3.1 Claims. If a Participant or Beneficiary does not feel as if he has received full payment of the benefit due to such person under the Plan, or if a Participant or Beneficiary feels that an error has been made with respect to his/her benefit and has filed a claim pursuant to Sec. 8.2.2, the Participant or Beneficiary may file a written claim with the Company setting forth (i) the determination being appealed under Sec. 8.2.2, or (ii) the nature of the benefit claimed, the amount thereof, and the basis for claiming entitlement to such benefit. If the Participant alleged error and an appeal was filed under this Sec. 8.3.1 pursuant to Sec. 8.2.2, then neither the Participant nor any Beneficiary may file a formal claim under this Sec. 8.3.1 seeking a second review of the same error (including the impact of that error on benefits claimed to be due under the Plan). The Administrator will determine the validity of the claim and communicate a decision to the claimant promptly and, in any event, not later than ninety (90) days after the date of the claim. The claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within such ninety (90) day period. If additional information is necessary to make a determination on a claim, the claimant will be advised of the need for such additional information within forty-five (45) days after the date of the claim. The claimant will have up to one hundred and eighty (180) days to supplement the claim information, and the claimant will be advised of the decision on the claim within forty-five (45) days after the earlier of the date the supplemental information is supplied or the end of the one hundred and eighty (180) day period.

A claim for benefits which is denied will be denied by written notice. The written notice will set forth the specific reason or reasons for the denial, including a specific reference to any provisions of the Plan (including any internal rules, guidelines, protocols, criteria, etc.) on which the denial is based, a description of any additional material or information that is necessary to process the claim, and an explanation of the procedure for further reviewing the denial of the claim.

- 8.3.2 Appeals. Within sixty (60) days after the receipt of a denial on a claim, a claimant or his authorized representative may file a written request for review of such denial. Such review will be undertaken by the Administrator and will be a full and fair review. The claimant will have the right to review all pertinent documents. The Administrative Committee will issue a decision not later than sixty (60) days after receipt of a request for review from a claimant unless special circumstances, such as the need to hold a hearing, require a longer period of time, in which case a decision will be rendered as soon as possible but not later than one hundred and twenty (120) days after receipt of the claimant's request for review. The Administrative Committee's decision will be in writing and will include specific reasons for the decision and include specific reference to any provisions of the Plan

on which the decision is based. The Administrative Committee will decide all claims and its decision on appeal will be final and binding subject to Sec. 8.3.3. Following the claims procedures through to completion is a condition of filing an arbitration action described under Sec. 8.3.3.

8.3.3 **Arbitration.** Any dispute involving or relating to this Plan that is not resolved through the claims procedures must be settled by arbitration in accordance with the Travelers Employment Arbitration Policy. Notice of demand for arbitration must be made in writing to the opposing party and to the American Arbitration Association within the shorter of (i) one (1) year after the claimant's appeal has been finally decided under the claims procedures set forth in Sec. 8.3.1 and 8.3.2 or (ii) two (2) years from the date of the last act, omission, or other wrong giving rise to the dispute. The decision of the arbitrator(s) will be final and may be enforced in any court of competent jurisdiction.

The arbitrator(s) may award reasonable fees and expenses to the prevailing party in any dispute hereunder and will award reasonable fees and expenses in the event that the arbitrator(s) find that the losing party acted in bad faith or with intent to harass, hinder or delay the prevailing party in the exercise of its rights in connection with the matter under dispute.

8.3.4 **Participant Responsible for Timely Action Under Code § 409A.** The Participant will be solely responsible for taking prompt actions in the event of disputed payments as necessary to avoid any adverse tax consequences under Code § 409A, even if action is required to be taken under Code § 409A in a more timely manner than is required under the claims procedures of this Sec. 8.3.

8.4 **INDEMNIFICATION.** The Company and its Affiliates jointly and severally agree to indemnify and hold harmless, to the extent permitted by law, each director, officer, and employee against any and all liabilities, losses, costs, or expenses (including legal fees) of whatsoever kind and nature that may be imposed on, incurred by, or asserted against such person at any time by reason of such person's services in the administration of the Plan, but only if such person did not act dishonestly, or in bad faith, or in willful violation of the law or regulations under which such liability, loss, cost, or expense arises.

8.5 **EXERCISE OF AUTHORITY.** The Company, its Chief Executive Officer, the Administrative Committee and Investment Committee and any other person who has authority with respect to the management, administration or investment of the Plan may exercise that authority in its/his/her full discretion. This discretionary authority includes, but is not limited to, the authority to make any and all factual determinations and interpret all terms and provisions of this document (or any other document established for use in the administration of the Plan) relevant to the issue under consideration. The exercise of authority will be binding upon all persons; and it is intended that the exercise of authority be given deference in arbitration, and that it not be overturned or set aside in arbitration unless found to be arbitrary and capricious.

8.6 **TELEPHONIC OR ELECTRONIC NOTICES AND TRANSACTIONS.** Any notice that is required to be given under the Plan to a Participant or Beneficiary, and any action that can be taken under the Plan by a Participant or Beneficiary (including distribution, consents, etc.), may be by means of voice response or other electronic system to the extent so authorized by the Company.

## ARTICLE IX

### MISCELLANEOUS

#### 9.1 **NONASSIGNABILITY.**

9.1.1 **General Rule Prohibiting Assignment.** A Participant or Beneficiary may not assign, alienate, pledge, hypothecate, or otherwise transfer any of the rights or benefits to which the Participant or Beneficiary is entitled under the Plan, except as allowed under Sec. 9.1.2. The Participant or Beneficiary's rights and benefits in this Plan shall be exempt from the claims of the Participant or Beneficiary's creditors or any other claimants, and shall be exempt from all orders, decrees, levies, garnishments, and executions to the fullest extent allowed by law, except as provided in Sec. 9.1.2.

9.1.2 **Domestic Relations Orders.** The Plan will comply with any court order purporting to divide the benefits payable under this Plan pursuant to a state's domestic relations laws to the extent permitted under Code § 409A. However, such court order will be deemed to only apply to such amounts that actually become payable to a Participant under the terms of this Plan (and will not create a separate interest in favor of the alternate payee).

- 9.2 WITHHOLDING.** A Participant must make appropriate arrangements with the Company or Affiliate for satisfaction of any federal, state or local income tax withholding requirements, Federal Insurance Contributions Act (“FICA”) tax requirements, or other employee tax requirements applicable to the accrual or payment of benefits under the Plan. In the absence of an agreed upon alternative arrangement, the Company or Affiliate, in its sole discretion, may provide for withholding and tax payments in such manner as it deems appropriate and determines to be consistent with Code § 409A, including, without limitation, by a reduction of benefits due and payable under the Plan or a reduction of other amounts payable to the Participant (unrelated to the Plan).
- In the case of any FICA tax due on amounts required to be taken into account as wages as of the resolution date defined in Treas. Reg. § 1.3121(v)(2)-1(e)(4), if other wages payable to the Participant are not sufficient to cover his/her portion of such taxes, the Company or Affiliate, in its sole discretion, may accelerate the Participant’s benefit to the extent necessary to pay the FICA taxes due on such wages, as well as to pay the income tax at source on such wages imposed under Code § 3401 and the corresponding withholding provisions of applicable state or local tax laws as a result of the payment of such wages, and to pay the additional income tax at source on wages attributable to the pyramiding Code § 3401 wages and taxes in a manner consistent with Treas. Reg. § 1.409A-3(j)(4) (vi); provided that, the total payment accelerated under this Sec. 9.2 shall not exceed the aggregate of the FICA taxes due and the income tax withholding related to such FICA taxes. The amount accelerated hereunder will reduce the amount credited to the Participant’s Account under Sec. 4.3.3.
- 9.3 SUCCESSORS OF TRAVELERS.** The rights and obligations of the Company under the Plan will inure to the benefit of, and will be binding upon, the successors and assigns of the Company.
- 9.4 EMPLOYMENT NOT GUARANTEED.** Nothing contained in the Plan nor any action taken hereunder will be construed as a contract of employment or as giving any Participant any right to continued employment with the Company or an Affiliate.
- 9.5 GENDER, SINGULAR AND PLURAL.** All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.
- 9.6 CAPTIONS.** The captions of the articles, paragraphs and sections of this document are for convenience only and will not control or affect the meaning or construction of any of its provisions.
- 9.7 VALIDITY.** In the event any provision of the Plan is held invalid, void or unenforceable, the same will not affect, in any respect whatsoever, the validity of any other provisions of the Plan.
- 9.8 WAIVER OF BREACH.** The waiver by the Company of any breach of any provision of the Plan will not operate or be construed as a waiver of any subsequent breach by that Participant or any other Participant.
- 9.9 NOTICE.** Any notice or filing required or permitted to be given to the Company or the Participant under this Agreement will be sufficient if in writing and hand-delivered, or sent by registered or certified mail, in the case of the Company, to the principal office of the Company, directed to the attention of the Company, and in the case of the Participant, to the last known address of the Participant indicated on the employment records of the Company. Such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Notices to the Company may be permitted by electronic communication according to specifications established by the Company.
- 9.10 FACILITY OF PAYMENT.** When a Participant or the Beneficiary is under legal disability, or in the opinion of the Company is in any way incapacitated so as to be unable to manager his/her financial affairs, the Company may cause payments to be paid to the Participant’s or Beneficiary’s legal representative for the Participant’s or Beneficiary’s benefit, or the Company may cause payments to be applied for the benefit of the Participant or Beneficiary, in any manner that it may determine.

## APPENDIX A

### EXECUTIVE SAVINGS PLUS

The Plan contained an Executive Savings Plus component (the "ESP") prior to January 1, 2005, which provided participants the ability to make elective deferrals of amounts in excess of the maximum deferral amounts permitted for a participant under the Company's qualified defined contribution plan by reason of the limitations imposed by Code §§ 401(a)(17), 402(g), and 415.

The ESP was closed to further deferrals effective January 1, 2005, pursuant to an amendment to the Plan. The provisions of this Appendix A apply with respect to deferrals made under the ESP prior to January 1, 2005, with respect to any Active Participant in the Plan on or after January 1, 2005. With respect to any other Participant (that is, any Participant who was not an Active Participant on or after January 1, 2005), this Appendix will not apply; rather, his/her rights will be determined in accordance with the ESP provisions of the Plan in effect prior to January 1, 2005, as such terms may be amended in a manner that preserves "grandfather" status under Code § 409A.

A.1 Definitions. Capitalized terms not otherwise defined in this Appendix A have the meaning ascribed to such terms in the main Plan.

- (a) "ESP Account" means a recordkeeping account to which a Participant's ESP Deferrals, Excess Matching Credits and certain supplemental credits were recorded.
- (b) "Excess Deferrals" means the elective deferrals made under the ESP by a Participant prior to January 1, 2005.
- (c) "Excess Matching Credits" means the credit under the ESP on behalf of a Participant prior to January 1, 2005, to reflect the amount of matching contributions that would have been contributed to the Participant's matching allocation account under the Company's qualified defined contribution plan for the calendar year if the limitations under Code Sections 401(a)(17), 402(g) and 415 were disregarded, minus the amount of matching contributions actually made to his matching allocation account under the Company's qualified defined contribution plan for the calendar year.

A.2 Participant Accounts.

The Company will maintain the following recordkeeping ESP Accounts for each Participant:

- (a) An Excess Deferral Account to reflect a balance attributable to ESP Deferrals;
- (b) An Excess Matching Credit Account to reflect a balance attributable to Excess Matching Credits.
- (c) An Economy Supplemental Account to reflect certain supplemental credits for certain Economy employees that were credited prior to January 1, 1997. Such supplemental credits were equal to the amount by which supplemental contributions under The St. Paul Companies, Inc. Savings Plus Plan were reduced due to applicable limits under the Code for a calendar year.

A Participant or Beneficiary may elect to have his or her Account adjusted based on the performance of one or more investment options deemed to be available under the Plan. The Company, acting through its Employee Benefits Investment Committee, will determine the investment options that will be made available under the ESP, which may include mutual funds, common or commingled investment funds, group annuity, deposit administration or separate account contracts issued by an insurance company, a self-directed brokerage account option or any other investment option deemed appropriate by the Company. The Company, acting through the Investment Committee, may at any time and from time to time add to or remove from the investment options under the ESP.

A.3 Vesting. A Participant will at all times be fully vested in his Excess Deferral Account. A Participant is vested in his/her Excess Matching Contribution Account and Economy Supplemental Account to the same extent that he/she is vested in the comparable account under the Travelers 401(k) Savings Plan (or a successor plan).

A.4 Distribution of Benefits.

- (a) \$50,000 or Less. If a Participant's ESP Account balance is \$50,000 or less as of his/her Separation from Service, the Participant's vested Account balance will be distributed in a single lump sum on the

first day of the seventh (7<sup>th</sup>) month after the month in which the Participant has a Separation from Service.

(b) More than \$50,000. If a Participant's vested ESP Account balance exceeds \$50,000 as of the date of his/her Separation from Service, the Participant's vested Account balance will be paid to him in ten (10) annual installments, commencing on the first day of the seventh (7<sup>th</sup>) month after the month in which the Participant has a Separation from Service.

A.5 Death Benefit. Any undistributed vested ESP benefit remaining at the time of a Participant's death will be distributed to the Participant's designated beneficiary after the Company determines that a survivor benefit is payable under the Plan — that is, the date the Company is provided with the documentation necessary to establish the fact of death of the Participant and the identity and entitlement of the Beneficiary. The Participant's ESP Account will be paid in a lump sum, based upon the value of the Participant's ESP Account as of the close of the last day on which the major stock exchanges were open on or immediately prior to the date of payment; provided however, that if an installment payout to the Participant has already commenced at the time of the Participant's death with respect to a given ESP Account, the installment payout will continue in accordance with the originally elected schedule.

A.6 Beneficiary Designation. Unless a Participant otherwise designates, in the manner prescribed by the Company, the Beneficiary to whom the undistributed balance of the Participant's vested ESP Account will be paid in the event of his/her death will be the same as the Participant has designated, or in the absence of a valid designation hereunder, as is otherwise applicable with respect to the Participant under the Travelers 401(k) Savings Plan. The Company's good faith distribution based on his actual knowledge of the existence of a Participant's beneficiaries will be conclusive and binding on all beneficiaries of a Participant. Notwithstanding any provision of the Travelers 401(k) Savings Plan to the contrary, a Participant may designate any beneficiary or beneficiaries under the ESP and may revoke any previous designations without the consent of the Participant's Spouse.

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## Section 3: EX-10.36 (EX-10.36)

Exhibit 10.36

### TRAVELERS STOCK OPTION GRANT NOTIFICATION AND AGREEMENT

(This award must be accepted within 90 days after the Grant Date shown below or it will be forfeited. Refer below to Section 16.)

<b>Participant:</b>	“NAME”	<b>Grant Date:</b>	“GRANT DATE”
<b>Number of Shares:</b>	“GRANTED”	<b>Grant Price:</b>	\$“GRANT PRICE”
<b>Expiration Date:</b>	“EXPIRATION DATE”	<b>Vesting Date:</b>	3 years from Grant Date

**1. Grant of Option.** This option is granted pursuant to The Travelers Companies, Inc. 2014 Stock Incentive Plan, as it may be amended from time to time (the “Plan”), by The Travelers Companies, Inc. (the “Company”) to you (the “Participant”) as an employee of the Company or an affiliate of the Company (together, the “Travelers Group”). The Company hereby grants to the Participant as of the Grant Date a non-qualified stock option (the “Option”) to purchase the number of shares set forth above of the Company's common stock, no par value (“Common Stock”), at an option price per share (the “Grant Price”) set forth above, pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein, including, without limitation, the conditions set forth in Section 5.

**2. Terms and Conditions.** The terms, conditions, and restrictions applicable to the Option are specified in the Plan and this grant notification and agreement, including Exhibits A and B (the “Award Agreement”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation, and exercise, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

**By accepting the Option, the Participant acknowledges receipt of the prospectus dated February 2, 2016 and any applicable prospectus supplements thereto (together, the “Prospectus”) and that he or she has read and understands the Prospectus.**

The Participant understands that the Option and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from the Option is contingent, and depends on the future market price of the Common Stock, among other factors. The Participant further confirms his or her understanding that the Option is intended to promote employee retention and stock ownership and to align participants' interests with those of shareholders. Additionally, the Participant understands that the Option is subject to vesting conditions and will be cancelled if the vesting or other conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to the Option in any communication regarding the Option is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of the Option or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; and (c) vesting may be subject to confirmation and final determination by the Company's Board of Directors or its Compensation Committee (the “Committee”) that the vesting conditions have been satisfied.

The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by the Option unless and until the Option vests, is properly exercised and shares of Common Stock are issued.

**3. Vesting.** The Option shall vest in full and become exercisable on the Vesting Date set forth above, provided the Participant remains continuously employed within the Travelers Group. The Option shall in all events expire on the tenth (10th) anniversary of the Grant Date set forth above. If the Participant has a termination of, or leave from active employment prior to exercise or expiration of the Option, the Participant's rights are determined under the Option Rules of Exhibit A.

**4. Exercise of Option.** The Option may be exercised in whole or in part by the Participant after the Vesting Date (or the date provided pursuant to Exhibit A) upon notice to the Company together with provision for payment of the Grant Price and applicable withholding taxes. Such notice shall be given in the manner prescribed by the Company and shall specify the date and method of exercise and the number of shares being exercised. The Participant acknowledges that the laws of the country in which the Participant is working at the time of grant or exercise of the Option (including any rules or regulations governing securities, foreign exchange, tax, or labor matters) or Company accounting or other policies dictated by such country's political or regulatory climate, may restrict or prohibit any one or more of the stock option exercise methods described in the Prospectus, that such restrictions may apply differently if the Participant is a resident or expatriate employee, and that such restrictions are subject to change at any time. The Committee may suspend the right to exercise the Option during any period for which (a) there is no registration statement under the Securities Act of 1933, as amended, in effect with respect to the shares of Common Stock issuable upon exercise of the Option, or (b) the Committee determines, in its sole discretion, that such suspension would be necessary or advisable in order to comply with the requirements of (i) any applicable federal securities law or rule or regulation thereunder; (ii) any rule of the New York Stock Exchange or other self-regulatory organization; or (iii) any other federal or state law or regulation (an "Option Exercise Suspension"). To the extent the vested and exercisable portion of the Option remains unexercised as of the close of business on the date the Option expires (the Expiration Date or such earlier date that is the last date on which the Option may be exercised under the Option Rules of Exhibit A if the Participant's employment with the Travelers Group has ended), that portion of the Option will be exercised without any action by the Participant in accordance with Section 7.5 of the Plan if the Fair Market Value of a share of Common Stock on that date is at least \$0.01 greater than the Grant Price, the exercise will result in Participant receiving at least one incremental share, and no Option Exercise Suspension is then in effect.

**5. Grant Conditioned on Principles of Employment Agreement.**

By entering into this Award Agreement, the Participant shall be deemed to have confirmed his or her agreement to be bound by the Company's Principles of Employment Agreement in effect on the date immediately preceding the Grant Date (the "POE Agreement"), as published on the Company's intranet site or previously distributed in hard copy to the Participant. Furthermore, by accepting the Option, the Participant agrees that the POE Agreement shall supersede and replace the form of Principles of Employment Agreement contained or referenced in any Prior Equity Award (as defined below) made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the POE Agreement.

**6. Acceptance of Exhibits A and B.** The Participant agrees to be bound by the terms of the Option Rules set forth in Exhibits A and B ("Option Rules").

**7. Acceptance of and Agreement to Non-Solicitation and Confidentiality Conditions.** In consideration for the award of Options under this Award Agreement, the Participant agrees that the Option is conditioned upon Participant's compliance with the following non-solicitation and confidentiality conditions (the "Non-Solicitation Conditions" and the "Confidentiality Conditions," respectively):

- (a) The Company and the Participant understand, intend and agree that the Non-Solicitation Conditions of this Section 7 are intended to protect the Travelers Group and other participants in the Plan against the Participant soliciting its employees and/or its business during the twelve (12) month period (the "Restricted Period") following the date of the Participant's termination of employment with the Travelers Group (whether voluntary or involuntary) as reflected on the Travelers Group's books and records (the "Termination Date"), while recognizing that after the Termination Date the Participant is still permitted to compete with the Travelers Group subject to the restrictions set forth below. Nothing in this Section 7 is intended to limit any of the Travelers Group's rights or claims as to any future employer of the Participant.
- (b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each

other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. During the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of, or otherwise attempt to adversely affect the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. Without limiting the foregoing restriction, the Participant shall not, on behalf of himself or herself or any other person, hire, employ or engage any such person and shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7. Without limiting the generality of the restrictions under this Section, by way of example, the restrictions under this Section shall prohibit the Participant from (i) interviewing a Travelers Group employee, (ii) communicating in any manner with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (iii) identifying Travelers Group employees to potentially be solicited or hired, (iv) providing information or feedback regarding Travelers Group employees seeking employment with the Participant's subsequent employer and/or (v) otherwise assisting or participating in the solicitation or hiring of a Travelers Group employee. However, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided that the Participant does not direct such third party specifically to target employees of the Travelers Group generally or specific individual employees of the Travelers Group.

- (c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have developed relationships with and/or had access to Confidential Information (as defined below) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against solicitation and/or interference by the Participant for a reasonable period of time after the Participant's employment with the Travelers Group ends. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then, during the Restricted Period, the Participant will not, directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group (i) on which the Participant, or anyone reporting directly to him or her, worked or was actively engaged in soliciting or servicing or (ii) about which the Participant gained access to Confidential Information (as defined below) during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to be personally involved in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group, at any time during the twenty-four month period following the Termination Date (the "Enhanced Restricted Period"). The Participant may, at any time after the Termination Date, broadly direct a third party (including but not limited to employees of his/her subsequent employer) to negotiate, compete for, solicit and execute such book roll over(s) or other book of business transfer arrangements, provided that (i) the Participant is not personally involved in such activities and (ii) the Participant does not direct such third party specifically to target business of the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

- (d) Subject to the non-competition obligations in the Option Rules that apply to Participants meeting the “Retirement Rule,” at any time after the Termination Date, the Participant may otherwise compete with the Travelers Group, including but not limited to competing on an account by account or deal by deal basis, to the extent that he or she does not violate the provisions of subsection (c) above or any other contractual, statutory or common law obligations to the Travelers Group.
- (e) Notwithstanding anything herein to the contrary, if the Participant breaches any of the Non-Solicitation Conditions of this Section 7, then the Restricted Period (or the Enhanced Restricted Period, if applicable) will be extended until the date that is 12 months (or 24 months, in the case of a breach under Section 7(c) with respect to the restrictions applicable during the Enhanced Restricted Period) after the date of the Participant’s last breach of such Non-Solicitation Conditions.
- (f) The Participant agrees not to, either during or after his or her employment, use, publish, make available, or otherwise disclose, except for benefit of the Travelers Group in the course of such employment, any technical or confidential information (“Confidential Information”) developed by, for, or at the expense of the Travelers Group, or assigned or entrusted to the Travelers Group, unless such information is generally known outside of the Travelers Group. Confidential Information includes, but is not limited to, non-public information such as: internal information about the Travelers Group’s business, such as financial, sales, marketing, claim, technical and business information, including profit and loss statements, business/marketing strategy and “Trade Secrets” (as defined below); client, customer, policyholder, insured person, claimant, vendor, consultant and agent information, including personal information such as social security numbers and medical information; legal advice obtained; product and system information; and any compilation of this information or employee information obtained as part of the Participant’s responsibilities at the Travelers Group. Nothing herein should be construed as prohibiting the Participant from sharing information concerning the Participant’s own wages (or the wages of another employee, if voluntarily disclosed by that employee) or other terms and conditions of employment, or for purposes of otherwise pursuing the Participant’s legal rights. Nothing herein is intended to prohibit or restrict the Participant from (i) filing a complaint with, making disclosures to, communicating with or participating in an investigation or proceeding conducted by any governmental agency (including the United States Equal Employment Opportunity Commission and the Securities and Exchange Commission), (ii) pursuing the Participant’s legal rights related to Participant’s employment with the Company or (iii) engaging in activities protected by applicable laws or regulations. Notwithstanding the foregoing, the Travelers Group does not authorize the waiver of, or disclosure of information covered by, the attorney-client privilege or attorney work product doctrine or any other privilege or protection belonging to the Travelers Group. As used herein, “Trade Secrets” shall include information relating to the Travelers Group and its affiliates that is protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, business and strategic plans, product plans, source code, software, unpublished patent applications, customer proposals or pricing information or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In addition, the Participant will keep at all times subject to the Travelers Group’s control and will deliver to or leave with the Travelers Group all written and other materials in any form or medium (including, but not limited to, print, tape, digital, computerized and electronic data, parts, tools, or equipment) containing such technical or Confidential Information upon termination of the Participant’s employment. The Participant also agrees to cooperate to remedy any unauthorized use of such information and not to violate any Travelers Group policy regarding same. The Participant agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Travelers Group’s operations, activities, Confidential Information, or business, made or received by the Participant during the Participant’s employment with any member(s) of the Travelers Group are, and shall be, the property of the Travelers Group exclusively, and the Participant will

keep the same at all times subject to the Travelers Group's control and will deliver or leave with the Travelers Group the same at the termination of the Participant's employment.

- (g) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7 is invalid or unenforceable, the parties agree that (i) the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, (ii) the parties shall request that the court exercise that power, and (iii) this Award Agreement shall be enforceable as so modified after the expiration of the time within which the judgment or decision may be appealed.
- (h) During the Restricted Period or any extension thereof, the Participant shall notify any subsequent employer of his or her obligations under this Award Agreement prior to commencing employment. During the Restricted Period or any extension thereof, the Participant will provide the Company and his or her prior manager at the Travelers Group fourteen (14) days' advance written notice prior to becoming associated with and/or employed by any person or entity or engaging in any business of any type or form, with such notice including the identity of the prospective employer or business, the specific division (if applicable) for which the Participant will be performing services and the title or position to be assumed by the Participant. The Participant must provide a copy of such notice to the Company's Employee Services Unit by email, facsimile or regular mail as follows:

Email: 4-ESU@travelers.com

Fax: 1.866.871.4378 (U.S. and Canada)  
001.866.871.4378 (Europe)

Mail: The Travelers Companies, Inc.  
Employee Services Unit  
385 Washington Street  
Mail Code: 9275-SB02L  
St. Paul, MN USA 55102

- (i) As consideration for and by accepting the Option, the Participant agrees that the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7 shall supersede any non-solicitation and confidentiality covenants contained or incorporated in any prior equity award made by the Company to the Participant under the Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, the Travelers Property Casualty Corp. 2002 Stock Incentive Plan, or The St. Paul Companies, Inc. Amended and Restated 1994 Stock Incentive Plan ("Prior Equity Awards"); accordingly, such Prior Equity Awards shall become subject to the terms and conditions of the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7. However, these Non-Solicitation Conditions and Confidentiality Conditions shall be in addition to, and shall not supersede, any non-solicitation, non-competition, confidentiality, intellectual property or other restrictive covenants contained or incorporated in (i) any Non-Competition Agreement between any member(s) of the Travelers Group and the Participant arising out of the Participant's service as a Management Committee member or otherwise, (ii) any employment agreement or other agreement between any member(s) of the Travelers Group and the Participant (other than such Prior Equity Awards), or (iii) any other Travelers Group plan or policy that covers the Participant (other than such Prior Equity Awards).

## **8. Forfeiture of Option Awards.**

- (a) Participant's Agreement. The Participant expressly acknowledges that the terms of Section 7 and this Section 8 are material to this Agreement and reasonable and necessary to protect the legitimate interests of the Travelers Group, including without limitation, the Travelers Group's Confidential Information, trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of these Non-Solicitation Conditions or Confidentiality Conditions by the

Participant would cause substantial and irreparable harm to the Travelers Group and other Participants in the Plan. The Participant further acknowledges and agrees that:

- (i) The receipt of the Option constitutes good, valuable and independent consideration for the Participant's acceptance of and compliance with the provisions of the Award Agreement, including the forfeiture and repayment provision of subsection 8(b) below and the Non-Solicitation Conditions and Confidentiality Conditions of Section 7 above, and the amendment of Prior Equity Award provisions of subsection 7(i), 8(f) and Section 18, below.
  - (ii) The Participant's rights with respect to the Option are conditioned on his or her compliance with the POE Agreement at all times after acceptance of the POE Agreement in accordance with Sections 5 and 16 hereunder.
  - (iii) The scope, duration and activity restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Travelers Group. The Participant acknowledges that all restrictions and limitations relating to the Restricted Period will apply regardless of the reason the Participant's employment ends. The Participant further agrees that any alleged claims the Participant may have against the Travelers Group do not excuse the Participant's obligations under this Award Agreement.
- (b) Forfeiture and Repayment Provisions. The Participant agrees that, prior to the Termination Date and during the Restricted Period (or the Enhanced Restricted Period, as applicable), if the Participant breaches the Non-Solicitation Conditions, the Confidentiality Conditions and/or the POE Agreement, in addition to all rights and remedies available to the Travelers Group at law and in equity (including without limitation those set forth in the Option Rules for involuntary termination), the Participant will immediately forfeit any portion of the Option under this Award Agreement that has not otherwise been previously forfeited under the Award Rules in Exhibit A and that has not yet been paid, exercised, settled or vested. The Company may also require repayment from the Participant of any and all compensatory value that the Participant received for the last twelve (12) months of his or her employment and through the end of the Restricted Period (or the Enhanced Restricted Period, as applicable) from this Option or any Prior Equity Awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, exercise, or settlement of any such awards and/or any consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, exercise, or settlement of any such awards). The Participant will promptly pay the full amount due upon demand by the Company, in the form of cash or shares of Common Stock at current Fair Market Value.
- (c) No Limitation on the Travelers Group's Rights or Remedies. The Participant acknowledges and agrees that the forfeiture and repayment remedies under subsection 8(b) are non-exclusive remedies and shall not limit or modify the Travelers Group's other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of this Agreement or with respect to any other covenants or agreements between the Travelers Group and the Participant or the Participant's obligations under applicable law.
- (d) Option Rules. The Option Rules provide a right to payment, subject to certain conditions, following the Participant's Termination Date if the Participant meets the Retirement Rule which, among other conditions, may require that the Participant not engage in any activities that compete with the business operations of the Travelers Group through the settlement or exercise date of the Option (such non-compete condition may extend beyond the Restricted Period). The remedies for a violation of such non-compete conditions are specified in the Option Rules and are in addition to any remedies of the Travelers Group under this Section 8.
- (e) Severability. If any court determines that any of the terms and conditions of Section 7 or this Section 8 are invalid or unenforceable, the remainder of the terms and conditions shall not

thereby be affected and shall be given full effect, without regard to the invalid portions. If any court determines that any of the terms and conditions are unenforceable because of the duration of such terms and conditions or the area covered thereby, such court shall have the power to reduce the duration or area of such terms and conditions and, in their reduced form, the terms and conditions shall then be enforceable and shall be enforced.

- (f) **Awards Subject to Recoupment.** Except to the extent prohibited by law, this Option and any outstanding Prior Equity Award may be forfeited, and the compensatory value received under such awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, exercise or settlement of such awards, or consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, exercise or settlement of such awards) may be subject to recoupment by the Company, in accordance with the Company's executive compensation recoupment policy and other policies in effect from time to time with respect to forfeiture and recoupment of bonus payments, retention awards, cash or stock-based incentive compensation or awards, or similar forms of compensation, and the terms of any such policy, while it is in effect, are incorporated herein by reference. As consideration for and by accepting the Award Agreement, the Participant agrees that all the remedy and recoupment provisions of this Section 8 shall apply to any Prior Equity Award made by the Company to the Participant, shall be in addition to and shall not supersede any other remedies contained or referenced in any such Prior Equity Award, and, accordingly, such Prior Equity Award shall become subject to both those other remedies and the terms and conditions of this Section 8.
- (g) **Survival of Provisions.** The agreements, covenants, obligations, and provisions contained in Section 7 and this Section 8 shall survive the Participant's Termination Date and the expiration of this Award Agreement, and shall be fully enforceable thereafter.

**9. Consent to Electronic Delivery.** In lieu of receiving documents in paper format, **the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company desires or may be required to deliver** (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site to which the Participant has access.

**10. Administration.** The Company's Compensation Committee or its designee administers the Plan and this Award Agreement and has the authority to interpret any ambiguous or inconsistent terms in its sole discretion. The Participant's rights under this Award Agreement are expressly subject to the terms and conditions of the Plan and to any guidelines the Compensation Committee or its designee adopts from time to time. The interpretation and construction by the Compensation Committee or its designee of the Plan and this Award Agreement, and such rules and regulations as the Compensation Committee or its designee may adopt for purposes of administering the Plan and this Award Agreement, will be final and binding upon the Participant.

**11. Entire Agreement/Amendment/Survival/Assignment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Option and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of the Award Agreement that are intended to survive the Termination Date of a Participant, specifically including Sections 7 and 8 hereof, shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Travelers Group.

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a fixed duration of time. The

employment relationship is “at will,” which affords the Participant or the Travelers Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable law. The Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group. The Option granted hereunder will not form part of the Participant’s regular employment compensation and will not be considered in calculating any statutory benefits or severance pay due to the Participant.

**13. No Limitation on the Company’s Rights.** The Participant agrees that nothing in this Award Agreement shall in any way affect the Company’s right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

**14. Transfer Restrictions.** The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of the Option or his or her right under the Option to receive shares of Common Stock, except as otherwise provided in the Prospectus.

**15. Conflict.** In the event of a conflict between the Plan and the Award Agreement the Plan terms shall govern.

**16. Acceptance and Agreement by the Participant; Forfeiture upon Failure to Accept.** By accepting this Option, the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Award Agreement, and the Travelers Group’s policies, as in effect from time to time, relating to the Plan. The Participant’s rights under the Option will lapse ninety (90) days from the Grant Date, and the Option will be forfeited on such date if the Participant does not accept the Award Agreement by such date. For the avoidance of doubt, the Participant’s failure to accept the Award Agreement shall not affect his or her continuing obligations under any other agreement between any member(s) of the Travelers Group and the Participant.

**17. Waiver; Cumulative Rights.** The Company’s failure or delay to require performance by the Participant of any provision of this Award Agreement will not affect its right to require performance of such provision unless and until the Company has waived such performance in writing. Each right under this Award Agreement is cumulative and may be exercised in part or in whole from time to time.

**18. Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the State of Minnesota, City and County of St. Paul, including the Federal Courts located therein (should Federal jurisdiction exist). The parties consent to and submit to the personal jurisdiction and venue of courts of Minnesota and irrevocably waive any claim or argument that the courts in Minnesota are an inconvenient forum. The Participant agrees to accept service of any court filings and process by delivery to his or her most current home address on record with the Travelers Group via first class mail or other nationally recognized overnight delivery provider, or by any third party regularly engaged in the service of process. As consideration for and by accepting the Option, the Participant agrees that the Governing Law and Forum for Disputes provision of this Section 18 shall supersede any governing law, forum or similar provisions contained or referenced in any Prior Equity Award made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the Governing Law and Forum for Disputes provisions of this Section 18.

**19. Personal Data.** The Participant understands that the Company and other members of the Travelers Group hold certain personal information about the Participant, which may include, without limitation, information such as his or her name, home address, telephone number, gender, date of birth, salary, nationality, job title, social insurance number or other such tax identity number and details of all awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor (“Personal Data”).

The Participant understands that in order for the Company to process the Participant’s Option and maintain a record of Options under the Plan, the Company shall collect, use, transfer and disclose

Personal Data within the Travelers Group electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. The Participant further understands that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or other members of the Travelers Group in the implementation and administration of the Plan. The Participant understands that such recipients may be located within the jurisdiction of residence of the Participant, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions applicable to those organizations, for example, lawful requirements to disclose personal information such as the Personal Data to government authorities in those countries. The Participant understands that the employees of the Travelers Group and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting the Option, the Participant consents, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of his or her Personal Data by or to such entities for such purposes and the Participant accepts that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Award Agreement is executed. The Participant confirms that if the Participant has provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, the Participant has the consent of such third party to provide their Personal Data to the Travelers Group for the same purposes.

The Participant understands that he or she may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. Additionally, the Participant may always elect to forgo participation in the Plan or any other award program.

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**EXHIBIT A**  
**OPTION RULES**  
**TO TRAVELERS' STOCK OPTION GRANT NOTIFICATION AND AGREEMENT**

**When you leave the Travelers Group**

References to “you” or “your” are to the Participant. “Termination Date” is defined in Section 7(a) of the Award Agreement and means the date of the termination of your employment with the Travelers Group (whether voluntary or involuntary) as reflected on the books and records of the Travelers Group.

If you terminate your employment or if there is a break in your employment, your Option may be cancelled before the end of the vesting period and the vesting and exercisability of your Option may be affected.

The provisions in the chart below apply to Options granted under the Plan. Depending upon your employment jurisdiction upon the Grant Date, special rules may apply for vesting, payment, exercise and exercisability of your Option in cases of termination of employment if you satisfy certain age and years of service requirements (“Retirement Rule”), as set forth in “Retirement Rule” below. Participants based in countries outside the United States on the Grant Date or in California immediately prior to the Termination Date should refer to Exhibit B for special rules that apply. For the avoidance of doubt, the applicable vesting terms for your Option pursuant to Exhibits A and B shall be based on your employment jurisdiction on the Grant Date.

If any Option exercisability period set forth in the chart below or under “Retirement Rule” below would otherwise expire during an Option Exercise Suspension, the Option shall remain exercisable for a period of 30 days after the Option Exercise Suspension (as defined in Section 4 of the Award Agreement) is lifted by the Company (but no later than the original option expiration date, which is the tenth (10th) anniversary of the Grant Date).

**If You:**

**Terminate employment or your employment is terminated by the Travelers Group for any reason other than due to death or disability (but you do not meet the Retirement Rule)**

**Become disabled (as defined under the Travelers Group’s applicable long-term disability plan or policy covering disabilities in your employment jurisdiction)**

**Take an approved personal leave of absence approved by the Travelers Group under its Personal Leave Policy, if applicable**

**Here’s What Happens to Your Options:**

Vesting stops and unvested options are cancelled effective on the Termination Date. You may exercise your vested options for up to 90 days after the Termination Date but no later than the original option expiration date; provided, however, that if your employment is terminated for cause or gross misconduct (as determined by the Company in its sole discretion) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion at the time of or following your termination of employment) you may not exercise vested options at any time after the Termination Date.

Options continue to vest on schedule through an approved disability leave. Upon the earlier of the (i) Termination Date or (ii) the first anniversary of the commencement of your approved disability leave, your unvested options will vest, and you may exercise your options for up to one year from such date, but no later than the original option expiration date.

For the first three months of an approved personal leave, vesting continues. If the approved leave exceeds three months, vesting is suspended until

**Are on an approved family leave, medical leave, dependent care leave, military leave, or other statutory leave of absence or notice leave (including, without limitation, “garden leave” but not including any period corresponding to pay in lieu of notice, severance pay or other monies on account of the cessation of your employment)  
Die while employed or following employment while your option is still outstanding**

you return to work with the Travelers Group and remain actively employed for 30 calendar days, after which time vesting will be restored retroactively. Vested options may be exercised during approved leave, but no later than the original option expiration date. If you terminate employment for any reason during the first year of an approved leave, the termination of employment provisions will apply. If the leave exceeds one year, all options will be cancelled immediately. Options will continue to vest on schedule, and you may exercise vested options during the leave but no later than the original option expiration date.

Options fully vest upon death. Your estate may exercise options for up to one year from the date of death but no later than the original option expiration date.

#### **Retirement Rule**

If, as of your Termination Date, you are at least (i) age 65, (ii) age 62 with one or more full years of service, or (iii) age 55 with 10 or more full years of service, then you meet the “Retirement Rule.”

The Retirement Rule will not apply to your Option or any Prior Equity Award if you were involuntarily terminated for gross misconduct or for cause (as determined by the Company in its sole discretion) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion at the time of or following your termination of employment). If you retire and do not meet the Retirement Rule, you will be considered to have resigned.

#### **If You:**

##### **Meet the Retirement Rule (subject to Exhibit B if applicable)**

Unvested options fully vest on the Termination Date. Vested options may be exercised for up to three years from the Termination Date, but no later than the original option expiration date, provided that you do not engage in any activities that compete with the business operations of the Travelers Group (as determined by the Company in its sole discretion), including, but not limited to, working for another insurance company engaged in the property casualty insurance business as either an employee or independent contractor. You are not subject to this non-compete provision if you are terminated involuntarily or if you are employed in any state where state law prohibits such non-compete provisions, but you remain subject to Sections 7 and 8 of the Award Agreement, and the POE Agreement.

**When you exercise any options subject to the Retirement Rule, your exercise will represent and constitute your certification to the Company that you have not engaged in any activities that compete with the business operations of the Travelers Group since your Termination Date.** You may be required to provide the Company with other evidence of your compliance with the Retirement Rule as the Company may require. In the event that you are

determined to have engaged in competitive activities while receiving the benefit of continued vesting pursuant to the Retirement Rule (other than following an involuntary termination), any outstanding portion of the Option will be immediately forfeited and any portion of the Option previously paid to you will be subject to recoupment by the Company in accordance with Section 8(f) of the Award Agreement.

## **EXHIBIT B**

### **Special Rules Applicable to Participants Based in Certain Jurisdictions**

#### Terms and Conditions

This Exhibit B includes additional and/or alternative terms and conditions that govern the Option granted to the Participant under The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "Plan") if the Participant is employed in one of the jurisdictions listed below on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date. Capitalized terms used but not defined in this Exhibit B are defined in the Plan and/or Award Agreement and have the meanings set forth therein. To the extent that this Exhibit B is applicable to the Participant (based on the Participant's place of employment on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date), the provisions set forth in this Exhibit B will apply to the Participant and will supersede the corresponding provisions set forth in the Award Agreement with respect to the Participant.

#### Notifications

This Exhibit B also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant should not rely on the information noted in this Exhibit B as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant's Option hereunder is exercised.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's jurisdiction may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a jurisdiction other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another jurisdiction for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

\* \* \*

## **Brazil**

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
  - ... The automatic Option exercise provision set forth in the last sentence of Section 4 of the Award Agreement and in Section 7.5 of the Plan will not apply to the Participant.
  - ... The non-solicitation restrictions in Section 7(c) of the Award Agreement shall not apply with respect to any prospective clients of the Company who are not current clients of the Company while the Participant maintains an employment relationship with the Company.
  - ... Section 12 of the Award Agreement shall be revised to read as follows:
    - ... 12. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.
  - ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in Brazil, at the city where the participant renders his/her services.
  - ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Option will cease and all outstanding unvested Options will be cancelled effective on the Termination Date.
  - ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Option.
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## California

... If the Participant is employed in the State of California immediately prior to the Termination Date, then Sections 7(b) and 7(c) of the Award Agreement shall be restated to read as follows:

7(b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. Accordingly, the Participant hereby agrees that during the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. The Participant shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7(b). Without limiting the generality of the restrictions under this Section 7(b), by way of example, the restrictions under this Section shall prohibit the Participant from (i) initiating communications with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (ii) identifying Travelers Group employees to potentially be solicited, and/or (iii) otherwise assisting or participating in the solicitation of a Travelers Group employee.

Notwithstanding the foregoing, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided, that the Participant does not direct such third party specifically to solicit employees of the Travelers Group generally or specific individual employees of the Travelers Group.

7(c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have had access to Trade Secrets and/or Confidential Information (as defined in Section 7(f)) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against Participant's use of Trade Secrets and/or Confidential Information to solicit Customers and/or otherwise interfere with these customer relationships. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then the Participant will not utilize Trade Secrets and/or Confidential Information to directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group on which the Participant gained access to Trade Secrets and/or Confidential Information during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to utilize Trade Secrets and/or Confidential Information in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

**Canada**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

12. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.

## India

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... To the extent that the Company elects to enforce the forfeiture and repayment provisions under Section 8(b) of the Award Agreement by re-acquiring shares of Common Stock held by the Participant, the Company will pay nominal consideration, as determined at the discretion of the Company, for such shares and/or obtain approval from the Reserve Bank of India, to the extent required under applicable law.

... Section 18 of the Award Agreement shall be revised to read as follows:

18 **Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. Any dispute, claim or controversy arising under, out of, or in connection with or in relation to this Award Agreement or the Plan, or any breach, termination or validity thereof, shall be finally determined and adjudicated through arbitration by a sole arbitrator located in Mumbai, India. The arbitration proceedings shall be conducted in accordance with the SIAC Rules in effect at the time of arbitration, and judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the parties or their assets. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable. To the extent permitted by law, the arbitrator's fees and expenses will be borne equally by each party. In the event that an action is brought to enforce the provisions of this Award Agreement or the Plan pursuant to this Section 18, each party shall pay its own attorneys' fees and expenses regardless of whether there is a prevailing party in the opinion of the arbitrator deciding such action or the court in which any such arbitration award is entered. Without prejudice to the rights of the Company under this Section, if the Participant breaches, or proposes to breach the provisions of this Award Agreement or Plan, the Company and the Travelers Group shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

## Republic of Ireland

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

12. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a definite period of time. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group, subject to applicable Irish law and the terms of the Participant's employment contract.

... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in the Republic of Ireland. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.

... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1988 together with the Data Protection (Amendment) Act 2003 (collectively, the "Irish DPA Act"). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Irish DPA Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.

... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Option will cease and all unvested portions of the Option will be cancelled effective on the Termination Date and you will be permitted to exercise your vested options for up to 90 days after the Termination Date but no later than the original Option expiration date.

## United Kingdom

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations) will not apply to the Participant.
- ... The Restricted Period, as defined in Section 7(a) of the Award Agreement, will include any period during which the Participant is placed on “garden leave.”
- ... The restrictions under Section 7(b) of the Award Agreement related to non-solicitation of employees shall only apply with respect to employees with whom the Participant had material dealings during the 12 months preceding the date of the Participant’s termination of employment with the Travelers Group, and such restrictions shall not apply with respect to any secretarial or administrative assistant employees of the Travelers Group.
- ... The “Enhanced Restricted Period” defined under Section 7(c) of the Award Agreement shall be limited to 12 months following the Termination Date (i.e., the same duration as the normal Restricted Period). Additionally, under Section 7(c) of the Award Agreement:
  - (i) the restrictions relating to recruiting or solicitation of, interference with, attempting to influence or otherwise affecting any client, customer, policyholder or agent of the Travelers Group shall be limited to such clients, customers, policyholders or agents with which the Participant had material dealings within the 12 months preceding the Termination Date; and
  - (ii) the references to “business” (aside from references to “book of business”) shall be limited to business activities with which the Participant was materially involved during the 12 months preceding the Termination Date.
- ... Section 12 of the Award Agreement shall be replaced with the following:

12. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment or guarantees employment with any member of the Travelers Group for a fixed duration of time. Each member of the Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group, subject to applicable law and the terms of the Participant’s employment contract. Upon termination of the Participant’s employment (for whatever reason) the Participant will have no rights as a result of this Award Agreement or any alleged breach of this Award Agreement or otherwise to any compensation under or in respect of any shares, share options, restricted stock units, long-term incentive plans or any other profit sharing scheme in which the Participant may participate or have received grants or allocations on or before the date on which the Participant’s employment terminates. Any rights which the Participant may have under such schemes will be exclusively governed by the rules of such schemes from time to time.
- ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be the Courts of England and Wales. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1998 (the “Act”). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... In the event a Participant becomes disabled the language under “Here’s What Happens to Your Options” in Exhibit A shall be replaced with the following:

Options continue to vest on schedule through an approved disability leave. If you are disabled for 12 continuous months, your unvested Options will vest immediately, and you may exercise Options for up to one year from your Termination Date, but no later than the original Option expiry date. You are considered “disabled” if you are disabled for employment purposes and will be presumed disabled if you qualify for a long-term disability benefit.

... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant’s termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Option will cease and all unvested portions of the Options will be cancelled effective on the Termination Date and you will be permitted to exercise your vested options for up to 90 days after the Termination Date but no later than the original Option expiration date.

... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Option.

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## Section 4: EX-10.37 (EX-10.37)

Exhibit 10.37

### TRAVELERS RESTRICTED STOCK UNIT AWARD NOTIFICATION AND AGREEMENT

(This award must be accepted within 90 days after the Grant Date shown below or it will be forfeited. Refer below to Section 16.)

<b>Participant:</b>	“NAME”	<b>Grant Date:</b>	“GRANT DATE”
<b>Number of Award Shares:</b>	“GRANTED”	<b>Vesting Date:</b>	3 years from Grant Date

**1. Grant of Restricted Stock Units.** This restricted stock unit award (“Award”) is granted pursuant to The Travelers Companies, Inc. 2014 Stock Incentive Plan, as it may be amended from time to time (the “Plan”), by The Travelers Companies, Inc. (the “Company”) to you (the “Participant”) as an employee of the Company or an affiliate of the Company (together, the “Travelers Group”). The Company hereby grants to the Participant as of the Grant Date an award (“Award”) consisting of a right to receive the number of shares set forth above (“Award Shares”) of the Company’s common stock, no par value (“Common Stock”), upon the Vesting Date or such earlier date as set forth herein, pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein, including, without limitation, the conditions set forth in Section 5.

**2. Terms and Conditions.** The terms, conditions, and restrictions applicable to the Award are specified in the Plan and this grant notification and agreement, including Exhibits A and B, as amended (the “Award Agreement”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation, and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

**By accepting the Award, the Participant acknowledges receipt of the prospectus dated February 2, 2016 and any applicable prospectus supplement thereto (together, the “Prospectus”) and that he or she has read and understands the Prospectus.**

The Participant understands that the Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from the Award is contingent, and depends on the future market price of the Common Stock, among other factors. The Participant further confirms his or her understanding that the Award is intended to promote employee retention and stock ownership and to align participants’ interests with those of shareholders. Additionally, the Participant understands that the Award is subject to vesting conditions and will be cancelled if the vesting conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to the Award in any communication regarding the Award is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of the Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; and (c) vesting may be subject to confirmation and final determination by the Company’s Board of Directors or its Compensation Committee (the “Committee”) that the vesting conditions have been satisfied.

The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by the Award unless and until the Award is vested and settled in shares of Common Stock; provided, however, that if the Company pays cash dividends on its shares while the Award is outstanding, the Participant shall be entitled to receive corresponding dividend equivalent cash payments based on the number of shares underlying the Award at the time when such regular cash dividends are paid.

**3. Vesting.** The Award shall vest in full on the Vesting Date set forth above provided the Participant remains continuously employed within the Travelers Group through such Vesting Date. If the Participant

has a termination of, or leave from active employment prior to the Vesting Date, the Participant's rights are determined under the Award Rules of Exhibit A.

**4. Settlement of Award.** The Company shall deliver to the Participant a number of shares of Common Stock equal to the number of vested Award Shares on the Vesting Date (or the date provided pursuant to Exhibit A, if applicable) or as soon as administratively practicable thereafter. The number of shares of Common Stock delivered to the Participant shall be reduced by a number of shares of Common Stock having a Fair Market Value on the date of delivery equal to the tax withholding obligation (including any applicable employment taxes due in connection with the vesting of the Award on or prior to the settlement date), unless the Plan administrator is notified in advance of the Award settlement (or the Award vesting, if applicable) and the Participant elects another method for tax withholding.

**5. Grant Conditioned on Principles of Employment Agreement.** By entering into this Award Agreement, the Participant shall be deemed to have confirmed his or her agreement to be bound by the Company's Principles of Employment Agreement in effect on the date immediately preceding the Grant Date (the "POE Agreement"), as published on the Company's intranet site or previously distributed in hard copy to the Participant. Furthermore, by accepting the Award, the Participant agrees that the POE Agreement shall supersede and replace the form of Principles of Employment Agreement contained or referenced in any prior equity award made by the Company to the Participant, and, accordingly, such prior equity award shall become subject to the terms and conditions of the POE Agreement.

**6. Acceptance of Exhibits A and B.** The Participant agrees to be bound by the terms of the Award Rules set forth in Exhibits A and B ("Award Rules").

**7. Acceptance of and Agreement to Non-Solicitation and Confidentiality Conditions.** In consideration for the award of Restricted Stock Units under this Award Agreement, the Participant agrees that the Award is conditioned upon Participant's compliance with the following non-solicitation and confidentiality conditions (the "Non-Solicitation Conditions" and the "Confidentiality Conditions", respectively):

- (a) The Company and the Participant understand, intend and agree that the Non-Solicitation Conditions of this Section 7 are intended to protect the Travelers Group and other participants in the Plan against the Participant soliciting its employees and/or its business during the twelve (12) month period (the "Restricted Period") following the date of the Participant's termination of employment with the Travelers Group (whether voluntary or involuntary) as reflected on the Travelers Group's books and records (the "Termination Date"), while recognizing that after the Termination Date the Participant is still permitted to compete with the Travelers Group subject to the restrictions set forth below. Nothing in this Section 7 is intended to limit any of the Travelers Group's rights or claims as to any future employer of the Participant.
- (b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. During the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of, or otherwise attempt to adversely affect the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. Without limiting the foregoing restriction, the Participant shall not, on behalf of himself or herself or any other person, hire, employ or engage any such person and shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7. Without limiting the generality of the restrictions under this Section, by way of example, the restrictions under this Section shall prohibit the Participant from (i) interviewing a Travelers Group employee, (ii) communicating in any manner with a Travelers Group employee in connection with a current or future employment

opportunity outside of the Travelers Group, (iii) identifying Travelers Group employees to potentially be solicited or hired, (iv) providing information or feedback regarding Travelers Group employees seeking employment with the Participant's subsequent employer and/or (v) otherwise assisting or participating in the solicitation or hiring of a Travelers Group employee. However, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided that the Participant does not direct such third party specifically to target employees of the Travelers Group generally or specific individual employees of the Travelers Group.

- (c) **Non-Solicitation of Business.** The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have developed relationships with and/or had access to Confidential Information (as defined below) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against solicitation and/or interference by the Participant for a reasonable period of time after the Participant's employment with the Travelers Group ends. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then, during the Restricted Period, the Participant will not, directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group (i) on which the Participant, or anyone reporting directly to him or her, worked or was actively engaged in soliciting or servicing or (ii) about which the Participant gained access to Confidential Information (as defined below) during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to be personally involved in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group, at any time during the twenty-four month period following the Termination Date (the "Enhanced Restricted Period"). The Participant may, at any time after the Termination Date, broadly direct a third party (including but not limited to employees of his/her subsequent employer) to negotiate, compete for, solicit and execute such book roll over(s) or other book of business transfer arrangements, provided that (i) the Participant is not personally involved in such activities and (ii) the Participant does not direct such third party specifically to target business of the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.
- (d) Subject to the non-competition obligations in the Award Rules that apply to Participants meeting the "Retirement Rule," at any time after the Termination Date, the Participant may otherwise compete with the Travelers Group, including but not limited to competing on an account by account or deal by deal basis, to the extent that he or she does not violate the provisions of subsection (c) above or any other contractual, statutory or common law obligations to the Travelers Group.
- (e) Notwithstanding anything herein to the contrary, if the Participant breaches any of the Non-Solicitation Conditions of this Section 7, then the Restricted Period (or the Enhanced Restricted Period, if applicable) will be extended until the date that is 12 months (or 24 months, in the case of a breach under Section 7(c) with respect to the restrictions applicable during the Enhanced Restricted Period) after the date of the Participant's last breach of such Non-Solicitation Conditions.
- (f) The Participant agrees not to, either during or after his or her employment, use, publish, make available, or otherwise disclose, except for benefit of the Travelers Group in the course of such

employment, any technical or confidential information (“Confidential Information”) developed by, for, or at the expense of the Travelers Group, or assigned or entrusted to the Travelers Group, unless such information is generally known outside of the Travelers Group. Confidential Information includes, but is not limited to, non-public information such as: internal information about the Travelers Group’s business, such as financial, sales, marketing, claim, technical and business information, including profit and loss statements, business/marketing strategy and “Trade Secrets” (as defined below); client, customer, policyholder, insured person, claimant, vendor, consultant and agent information, including personal information such as social security numbers and medical information; legal advice obtained; product and system information; and any compilation of this information or employee information obtained as part of the Participant’s responsibilities at the Travelers Group. Nothing herein should be construed as prohibiting the Participant from sharing information concerning the Participant’s own wages (or the wages of another employee, if voluntarily disclosed by that employee) or other terms and conditions of employment, or for purposes of otherwise pursuing the Participant’s legal rights. Nothing herein is intended to prohibit or restrict the Participant from (i) filing a complaint with, making disclosures to, communicating with or participating in an investigation or proceeding conducted by any governmental agency (including the United States Equal Employment Opportunity Commission and the Securities and Exchange Commission), (ii) pursuing the Participant’s legal rights related to Participant’s employment with the Company or (iii) engaging in activities protected by applicable laws or regulations. Notwithstanding the foregoing, the Travelers Group does not authorize the waiver of, or disclosure of information covered by, the attorney-client privilege or attorney work product doctrine or any other privilege or protection belonging to the Travelers Group. As used herein, “Trade Secrets” shall include information relating to the Travelers Group and its affiliates that is protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, business and strategic plans, product plans, source code, software, unpublished patent applications, customer proposals or pricing information or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In addition, the Participant will keep at all times subject to the Travelers Group’s control and will deliver to or leave with the Travelers Group all written and other materials in any form or medium (including, but not limited to, print, tape, digital, computerized and electronic data, parts, tools, or equipment) containing such technical or Confidential Information upon termination of the Participant’s employment. The Participant also agrees to cooperate to remedy any unauthorized use of such information and not to violate any Travelers Group policy regarding same. The Participant agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Travelers Group’s operations, activities, Confidential Information, or business, made or received by the Participant during the Participant’s employment with any member(s) of the Travelers Group are, and shall be, the property of the Travelers Group exclusively, and the Participant will keep the same at all times subject to the Travelers Group’s control and will deliver or leave with the Travelers Group the same at the termination of the Participant’s employment.

- (g) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7 is invalid or unenforceable, the parties agree that (i) the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, (ii) the parties shall request that the court exercise that power, and (iii) this Award Agreement shall be enforceable as so modified after the expiration of the time within which the judgment or decision may be appealed.
- (h) During the Restricted Period or any extension thereof, the Participant shall notify any subsequent employer of his or her obligations under this Award Agreement prior to commencing employment. During the Restricted Period or any extension thereof, the Participant will provide the Company and his or her prior manager at the Travelers Group fourteen (14) days’ advance written notice

prior to becoming associated with and/or employed by any person or entity or engaging in any business of any type or form, with such notice including the identity of the prospective employer or business, the specific division (if applicable) for which the Participant will be performing services and the title or position to be assumed by the Participant. The Participant must provide a copy of such notice to the Company's Employee Services Unit by email, facsimile or regular mail as follows:

**Email:** 4-ESU@travelers.com

**Fax:** 1.866.871.4378 (U.S. and Canada)  
001.866.871.4378 (Europe)

**Mail:** The Travelers Companies, Inc.  
Employee Services Unit  
385 Washington Street  
Mail Code: 9275-SB02L  
St. Paul, MN USA 55102

- (i) As consideration for and by accepting the Award, the Participant agrees that the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7 shall supersede any non-solicitation and confidentiality covenants contained or incorporated in any prior equity award made by the Company to the Participant under the Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, the Travelers Property Casualty Corp. 2002 Stock Incentive Plan, or The St. Paul Companies, Inc. Amended and Restated 1994 Stock Incentive Plan ("Prior Equity Awards"); accordingly, such Prior Equity Awards shall become subject to the terms and conditions of the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7. However, these Non-Solicitation Conditions and Confidentiality Conditions shall be in addition to, and shall not supersede, any non-solicitation, non-competition, confidentiality, intellectual property or other restrictive covenants contained or incorporated in (i) any Non-Competition Agreement between any member(s) of the Travelers Group and the Participant arising out of the Participant's service as a Management Committee member or otherwise, (ii) any employment agreement or other agreement between any member(s) of the Travelers Group and the Participant (other than such Prior Equity Awards), or (iii) any other Travelers Group plan or policy that covers the Participant (other than such Prior Equity Awards).

#### **8. Forfeiture of Restricted Stock Unit Award.**

- (a) Participant's Agreement. The Participant expressly acknowledges that the terms of Section 7 and this Section 8 are material to this Agreement and reasonable and necessary to protect the legitimate interests of the Travelers Group, including without limitation, the Travelers Group's Confidential Information, trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of these Non-Solicitation Conditions or Confidentiality Conditions by the Participant would cause substantial and irreparable harm to the Travelers Group and other Participants in the Plan. The Participant further acknowledges and agrees that:
- (i) The receipt of the Award constitutes good, valuable and independent consideration for the Participant's acceptance of and compliance with the provisions of the Award Agreement, including the forfeiture and repayment provision of subsection 8(b) below and the Non-Solicitation Conditions and Confidentiality Conditions of Section 7 above, and the amendment of prior equity award provisions of subsection 7(i), 8(f) and Section 18, below.
- (ii) The Participant's rights with respect to the Award are conditioned on his or her compliance with the POE Agreement at all times after acceptance of the POE Agreement in accordance with Sections 5 and 16 hereunder.
- (iii) The scope, duration and activity restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Travelers Group. The Participant acknowledges that all restrictions and limitations

relating to the Restricted Period will apply regardless of the reason the Participant's employment ends. The Participant further agrees that any alleged claims the Participant may have against the Travelers Group do not excuse the Participant's obligations under this Award Agreement.

- (b) Forfeiture and Repayment Provisions. The Participant agrees that, prior to the Termination Date and during the Restricted Period (or the Enhanced Restricted Period, as applicable), if the Participant breaches the Non-Solicitation Conditions, the Confidentiality Conditions and/or the POE Agreement, in addition to all rights and remedies available to the Travelers Group at law and in equity (including without limitation those set forth in the Award Rules for involuntary termination), the Participant will immediately forfeit any portion of the Award made under this Award Agreement that has not otherwise been previously forfeited under the Award Rules in Exhibit A and that has not yet been paid, settled or vested. The Company may also require repayment from the Participant of any and all compensatory value that the Participant received for the last twelve (12) months of his or her employment and through the end of the Restricted Period (or the Enhanced Restricted Period, as applicable) from this Award or any Prior Equity Awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of any such awards, and/or any consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of any such awards). The Participant will promptly pay the full amount due upon demand by the Company, in the form of cash or shares of Common Stock at current Fair Market Value.
- (c) No Limitation on the Travelers Group's Rights or Remedies. The Participant acknowledges and agrees that the forfeiture and repayment remedies under subsection 8(b) are non-exclusive remedies and shall not limit or modify the Travelers Group's other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of this Agreement or with respect to any other covenants or agreements between the Travelers Group and the Participant or the Participant's obligations under applicable law.
- (d) Award Rules. The Award Rules provide a right to payment, subject to certain conditions, following the Participant's Termination Date if the Participant meets the Retirement Rule which, among other conditions, may require that the Participant not engage in any activities that compete with the business operations of the Travelers Group through the Vesting Date (such non-compete condition may extend beyond the Restricted Period). The remedies for a violation of such non-compete conditions are specified in the Award Rules and are in addition to any remedies of the Travelers Group under this Section 8.
- (e) Severability. If any court determines that any of the terms and conditions of Section 7 or this Section 8 are invalid or unenforceable, the remainder of the terms and conditions shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any court determines that any of the terms and conditions are unenforceable because of the duration of such terms and conditions or the area covered thereby, such court shall have the power to reduce the duration or area of such terms and conditions and, in their reduced form, the terms and conditions shall then be enforceable and shall be enforced.
- (f) Awards Subject to Recoupment. Except to the extent prohibited by law, this Award and any outstanding Prior Equity Award may be forfeited, and the compensatory value received under such awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of such awards, or consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of the awards) may be subject to recoupment by the Company, in accordance with the Company's executive compensation recoupment policy and other policies in effect from time to time with respect to forfeiture and recoupment of bonus payments, retention awards, cash or stock-based incentive compensation or awards, or similar forms of compensation, and the terms of any such policy, while it is in effect, are incorporated herein by reference. As consideration for and by accepting the Award Agreement, the Participant agrees that all the remedy and recoupment

provisions of this Section 8 shall apply to any Prior Equity Award made by the Company to the Participant, shall be in addition to and shall not supersede any other remedies contained or referenced in any such Prior Equity Award, and, accordingly, such Prior Equity Award shall become subject to both those other remedies and the terms and conditions of this Section 8.

- (g) **Survival of Provisions.** The agreements, covenants, obligations, and provisions contained in Section 7 and this Section 8 shall survive the Participant's Termination Date and the expiration of this Award Agreement, and shall be fully enforceable thereafter.

**9. Consent to Electronic Delivery.** In lieu of receiving documents in paper format, **the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company desires or may be required to deliver** (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site to which the Participant has access.

**10. Administration.** The Company's Compensation Committee or its designee administers the Plan and this Award Agreement and has the authority to interpret any ambiguous or inconsistent terms in its sole discretion. The Participant's rights under this Award Agreement are expressly subject to the terms and conditions of the Plan and to any guidelines the Compensation Committee or its designee adopts from time to time. The interpretation and construction by the Compensation Committee or its designee of the Plan and this Award Agreement, and such rules and regulations as the Compensation Committee or its designee may adopt for purposes of administering the Plan and this Award Agreement, will be final and binding upon the Participant.

**11. Entire Agreement/Amendment/Survival/Assignment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of the Award Agreement that are intended to survive the Termination Date of a Participant, specifically including Sections 7 and 8 hereof, shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Travelers Group.

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a fixed duration of time. The employment relationship is "at will," which affords the Participant or the Travelers Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable law. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group. The Award granted hereunder will not form part of the Participant's regular employment compensation and will not be considered in calculating any statutory benefits or severance pay due to the Participant.

**13. No Limitation on the Company's Rights.** The Participant agrees that nothing in this Award Agreement shall in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

**14. Transfer Restrictions.** The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of the Award or his or her right hereunder to receive any Award Shares, except as otherwise provided in the Prospectus.

**15. Conflict.** In the event of a conflict between the Plan and the Award Agreement the Plan terms shall govern.

**16. Acceptance and Agreement by the Participant; Forfeiture upon Failure to Accept.** By accepting this Award, the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Award Agreement, and the Travelers Group's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the Award will lapse ninety (90) days from the Grant Date, and the Award will be forfeited on such date if the Participant does not accept the Award Agreement by such date. For the avoidance of doubt, the Participant's failure to accept the Award Agreement shall not affect his or her continuing obligations under any other agreement between any member(s) of the Travelers Group and the Participant.

**17. Waiver; Cumulative Rights.** The Company's failure or delay to require performance by the Participant of any provision of this Award Agreement will not affect its right to require performance of such provision unless and until the Company has waived such performance in writing. Each right under this Award Agreement is cumulative and may be exercised in part or in whole from time to time.

**18. Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the State of Minnesota, City and County of St. Paul, including the Federal Courts located therein (should Federal jurisdiction exist). The parties consent to and submit to the personal jurisdiction and venue of courts of Minnesota and irrevocably waive any claim or argument that the courts in Minnesota are an inconvenient forum. The Participant agrees to accept service of any court filings and process by delivery to his or her most current home address on record with the Travelers Group via first class mail or other nationally recognized overnight delivery provider, or by any third party regularly engaged in the service of process. As consideration for and by accepting the Award, the Participant agrees that the Governing Law and Forum for Disputes provision of this Section 18 shall supersede any governing law, forum or similar provisions contained or referenced in any prior equity award made by the Company to the Participant, and, accordingly, such prior equity award shall become subject to the terms and conditions of the Governing Law and Forum for Disputes provisions of this Section 18.

**19. Personal Data.** The Participant understands that the Company and other members of the Travelers Group hold certain personal information about the Participant, which may include, without limitation, information such as his or her name, home address, telephone number, gender, date of birth, salary, nationality, job title, social insurance number or other such tax identity number and details of all Awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor ("Personal Data").

The Participant understands that in order for the Company to process the Participant's Award and maintain a record of Award Shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Travelers Group electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. The Participant further understands that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or other members of the Travelers Group in the implementation and administration of the Plan. The Participant understands that such recipients may be located within the jurisdiction of residence of the Participant, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions applicable to those organizations, for example, lawful requirements to disclose personal information such as the Personal Data to government authorities in those countries. The Participant understands that the employees of the Travelers Group and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of his or her Personal Data by or to such entities for such purposes and the Participant accepts that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Award Agreement is executed. The Participant confirms that if the Participant has provided or, in the future, will provide Personal Data

concerning third parties including beneficiaries, the Participant has the consent of such third party to provide their Personal Data to the Travelers Group for the same purposes.

The Participant understands that he or she may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. Additionally, the Participant may always elect to forgo participation in the Plan or any other award program.

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**EXHIBIT A**  
**AWARD RULES**  
**TO TRAVELERS' RESTRICTED STOCK UNIT AWARD NOTIFICATION AND AGREEMENT**

**When you leave the Travelers Group**

References to “you” or “your” are to the Participant. “Termination Date” is defined in Section 7(a) of the Award Agreement and means the date of the termination of your employment with the Travelers Group (whether voluntary or involuntary) as reflected on the books and records of the Travelers Group.

If you terminate your employment or if there is a break in your employment, your Award may be cancelled before the Vesting Date and the vesting and settlement of your Award may be affected.

The provisions in the chart below apply to Awards granted under the Plan. Depending upon your employment jurisdiction upon the Grant Date, special rules may apply for vesting, payment, exercise and settlement of your Award in cases of termination of employment if you satisfy certain age and years of service requirements (“Retirement Rule”), as set forth in “Retirement Rule” below. Participants based in countries outside the United States on the Grant Date or in California immediately prior to the Termination Date should refer to Exhibit B for special rules that apply. For the avoidance of doubt, the applicable vesting terms for your Award pursuant to Exhibits A and B shall be based on your employment jurisdiction on the Grant Date.

**If You:**

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**Terminate employment or your employment is terminated by the Travelers Group for any reason other than due to death or disability (but you do not meet the Retirement Rule)**  
**Become disabled (as defined under the Travelers Group’s applicable long-term disability plan or policy covering disabilities in your employment jurisdiction)**  
**Take an approved personal leave of absence approved by the Travelers Group under its Personal Leave Policy, if applicable**

**Here’s What Happens to Your Award:**

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Vesting stops and all outstanding unvested restricted stock unit Awards are cancelled effective on the Termination Date.

The restricted stock unit Award Shares will continue to vest without regard to your employment status and the shares will be issued and distributed to you upon the Vesting Date for the Award.

The vesting of outstanding restricted stock unit Awards will continue during the first three months of an approved personal leave of absence. Once the approved leave of absence exceeds three months, vesting is suspended until you return to work with the Travelers Group and remain actively employed for 30 calendar days, after which time vesting will be restored retroactively. If you terminate employment during the leave for any reason, the termination of employment provisions will apply. If leave exceeds one year, all restricted stock unit Awards will be cancelled.

**Are on an approved family leave, medical leave, dependent care leave, military leave, or other statutory leave of absence or notice leave (including, without limitation, “garden leave”, but not including any period corresponding to pay in lieu of notice, severance pay or other monies on account of the cessation of your employment)**

Outstanding unvested restricted stock unit Awards will continue to vest while you are on such leave.

**Die while you are employed or following employment while your Award is outstanding**

Outstanding unvested restricted stock unit Awards will vest immediately and the shares will be issued and distributed to your estate as soon as practical thereafter.

### **Retirement Rule**

If, as of your Termination Date, you are at least (i) age 65, (ii) age 62 with one or more full years of service, or (iii) age 55 with 10 or more full years of service, then you meet the “Retirement Rule.”

The Retirement Rule will not apply to your Award or any Prior Equity Award if you were involuntarily terminated for gross misconduct or for cause (as determined by the Company in its sole discretion) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion at the time of or following your termination of employment). If you retire and do not meet the Retirement Rule, you will be considered to have resigned.

### **If You:**

**Meet the Retirement Rule (subject to Exhibit B, if applicable)**

Your restricted stock unit Award Shares will be multiplied by a fraction, the numerator of which is the number of days from the Grant Date to the Termination Date, and the denominator of which is the number of days in the original vesting period for the restricted stock unit Award. At your retirement, any Award Shares in excess of that amount determined under the immediately preceding sentence will be forfeited and cancelled.

The restricted stock unit Award Shares that you retain will continue to vest and the shares will be issued and distributed to you upon the Vesting Date for the Award, provided that, during the period prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Travelers Group (as determined by the Company in its sole discretion), including, but not limited to, working for another insurance company engaged in the property casualty insurance business as either an employee or independent contractor. You are not subject to this non-compete provision if you are terminated involuntarily or if you are employed in any state where state law prohibits such non-compete provisions, but you remain subject to Sections 7 and 8 of the Award Agreement, and the POE Agreement.

When called for under the above rules, you will be required to certify to the Company that you have not engaged in any activities that compete with the business operations of the Travelers Group since your Termination Date. You may be required to provide the Company with other evidence of your compliance with the Retirement Rule as the Company may require. In the event that you are determined to have engaged in competitive activities while receiving the benefit of continued vesting pursuant to the Retirement Rule (other than following an involuntary termination), any outstanding portion of the Award will be immediately forfeited and any portion of the Award previously paid to you will be subject to recoupment by the Company in accordance with Section 8(f) of the Award Agreement.

## EXHIBIT B

### Special Rules Applicable to Participants Based in Certain Jurisdictions

#### Terms and Conditions

This Exhibit B includes additional and/or alternative terms and conditions that govern the Award granted to the Participant under The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "Plan") if the Participant is employed in one of the jurisdictions listed below on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date. Capitalized terms used but not defined in this Exhibit B are defined in the Plan and/or Award Agreement and have the meanings set forth therein. To the extent that this Exhibit B is applicable to the Participant (based on the Participant's place of employment on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date), the provisions set forth in this Exhibit B will apply to the Participant and will supersede the corresponding provisions set forth in the Award Agreement with respect to the Participant.

#### Notifications

This Exhibit B also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant should not rely on the information noted in this Exhibit B as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant's Award hereunder is settled.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's jurisdiction may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a jurisdiction other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another jurisdiction for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

\* \* \*

## **Brazil**

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
- ... The non-solicitation restrictions in Section 7(c) of the Award Agreement shall not apply with respect to any prospective clients of the Company who are not current clients of the Company while the Participant maintains an employment relationship with the Company.
- ... Section 12 of the Award Agreement shall be revised to read as follows:
- ... 12. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.
- ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in Brazil, at the city where the participant renders his/her services.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.
- ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

## California

... If the Participant is employed in the State of California immediately prior to the Termination Date, then Sections 7(b) and 7(c) of the Award Agreement shall be restated to read as follows:

7(b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. Accordingly, the Participant hereby agrees that during the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. The Participant shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7(b). Without limiting the generality of the restrictions under this Section 7(b), by way of example, the restrictions under this Section shall prohibit the Participant from (i) initiating communications with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (ii) identifying Travelers Group employees to potentially be solicited, and/or (iii) otherwise assisting or participating in the solicitation of a Travelers Group employee.

Notwithstanding the foregoing, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided, that the Participant does not direct such third party specifically to solicit employees of the Travelers Group generally or specific individual employees of the Travelers Group.

7(c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have had access to Trade Secrets and/or Confidential Information (as defined in Section 7(f)) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against Participant's use of Trade Secrets and/or Confidential Information to solicit Customers and/or otherwise interfere with these customer relationships. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then the Participant will not utilize Trade Secrets and/or Confidential Information to directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group on which the Participant gained access to Trade Secrets and/or Confidential Information during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to utilize Trade Secrets and/or Confidential Information in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

**Canada**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.

## **India**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... To the extent that the Company elects to enforce the forfeiture and repayment provisions under Section 8(b) of the Award Agreement by re-acquiring shares of Common Stock held by the Participant, the Company will pay nominal consideration, as determined at the discretion of the Company, for such shares and/or obtain approval from the Reserve Bank of India, to the extent required under applicable law.

... Section 18 of the Award Agreement shall be revised to read as follows:

18 **Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. Any dispute, claim or controversy arising under, out of, or in connection with or in relation to this Award Agreement or the Plan, or any breach, termination or validity thereof, shall be finally determined and adjudicated through arbitration by a sole arbitrator located in Mumbai, India. The arbitration proceedings shall be conducted in accordance with the SIAC Rules in effect at the time of arbitration, and judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the parties or their assets. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable. To the extent permitted by law, the arbitrator's fees and expenses will be borne equally by each party. In the event that an action is brought to enforce the provisions of this Award Agreement or the Plan pursuant to this Section 18, each party shall pay its own attorneys' fees and expenses regardless of whether there is a prevailing party in the opinion of the arbitrator deciding such action or the court in which any such arbitration award is entered. Without prejudice to the rights of the Company under this Section, if the Participant breaches, or proposes to breach the provisions of this Award Agreement or Plan, the Company and the Travelers Group shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

## **Republic of Ireland**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a definite period of time. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group, subject to applicable Irish law and the terms of the Participant's employment contract.

... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in the Republic of Ireland. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.

... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1988 together with the Data Protection (Amendment) Act 2003 (collectively, the "Irish DPA Act"). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Irish DPA Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.

... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.

## United Kingdom

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations) will not apply to the Participant.
- ... The Restricted Period, as defined in Section 7(a) of the Award Agreement, will include any period during which the Participant is placed on “garden leave.”
- ... The restrictions under Section 7(b) of the Award Agreement related to non-solicitation of employees shall only apply with respect to employees with whom the Participant had material dealings during the 12 months preceding the date of the Participant’s termination of employment with the Travelers Group, and such restrictions shall not apply with respect to any secretarial or administrative assistant employees of the Travelers Group.
- ... The “Enhanced Restricted Period” defined under Section 7(c) of the Award Agreement shall be limited to 12 months following the Termination Date (i.e., the same duration as the normal Restricted Period). Additionally, under Section 7(c) of the Award Agreement:
  - (i) the restrictions relating to recruiting or solicitation of, interference with, attempting to influence or otherwise affecting any client, customer, policyholder or agent of the Travelers Group shall be limited to such clients, customers, policyholders or agents with which the Participant had material dealings within the 12 months preceding the Termination Date; and
  - (ii) the references to “business” (aside from references to “book of business”) shall be limited to business activities with which the Participant was materially involved during the 12 months preceding the Termination Date.
- ... Section 12 of the Award Agreement shall be replaced with the following:

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment or guarantees employment with any member of the Travelers Group for a fixed duration of time. Each member of the Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group, subject to applicable law and the terms of the Participant’s employment contract. Upon termination of the Participant’s employment (for whatever reason) the Participant will have no rights as a result of this Award Agreement or any alleged breach of this Award Agreement or otherwise to any compensation under or in respect of any shares, share options, restricted stock units, long-term incentive plans or any other profit sharing scheme in which the Participant may participate or have received grants or allocations on or before the date on which the Participant’s employment terminates. Any rights which the Participant may have under such schemes will be exclusively governed by the rules of such schemes from time to time.
- ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be the Courts of England and Wales. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1998 (the “Act”). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant’s termination of employment for any reason other than due to

death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.

... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

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## Section 5: EX-10.44 (EX-10.44)

**Exhibit 10.44**

### TRAVELERS PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT

**(This award must be accepted within 90 days after the Grant Date shown below or it will be forfeited. Refer below to Section 18.)**

**Participant:** "NAME"

**Grant Date:** "GRANT DATE"

**Number of Performance Shares:** "GRANTED"

**Performance Period:** XXXXX XX, 20XX to XXXXX XX, 20XX

**1. Grant of Performance Shares.** This performance shares award is granted pursuant to The Travelers Companies, Inc. 2014 Stock Incentive Plan, as it may be amended from time to time (the "Plan"), by The Travelers Companies, Inc. (the "Company") to you (the "Participant") as an employee of the Company or an affiliate of the Company (together, the "Travelers Group"). The Company hereby grants to the Participant as of the Grant Date an award ("Award") for the initial number of performance shares set forth above pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein, including, without limitation, the conditions set forth in Section 7.

**2. Terms and Conditions.** The terms, conditions, and restrictions applicable to the Award are specified the Plan and this grant notification and agreement, including Exhibits A, B and C (the "Award Agreement"). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

**By accepting this Award, the Participant acknowledges receipt of the prospectus dated February 2, 2016 and any applicable prospectus supplement thereto (together, the "Prospectus") and that he or she has read and understands the Prospectus.**

The Participant understands that the Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from the Award is contingent, and depends on the future financial performance of the Company, among other factors. The Participant further confirms his or her understanding that the Award is intended to promote employee retention and stock ownership and to align participants' interests with those of shareholders. Additionally, the Participant understands that the Award is subject to performance conditions and will be cancelled if the performance or other conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to the Award in any communication regarding the Award is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of the Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; and (c) performance may be subject to confirmation and final determination by the Company's Board of Directors or its Compensation Committee (the "Committee") that the performance conditions have been satisfied.

The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by the Award unless and until the Award is vested and settled in shares of Common Stock.

**3. Performance Period.** For purposes of the Award, the Performance Period shall be defined as the three-year period commencing XXXXX XX, 20XX and ending XXXXX XX, 20XX.

**4. Vesting.** The Award shall vest in full on the last day of the Performance Period, provided the Participant remains continuously employed within the Travelers Group through such date. If the

Participant has a termination of, or leave from active employment prior to the last day of the Performance Period, the Participant's rights are determined under the Award Rules of Exhibit A.

**5. Settlement of Award.** The number of performance shares vested (which shall include any additional performance shares credited to the Participant's account pursuant to Section 6) shall be calculated based on the Performance Shares Vesting Grid set forth in Exhibit B. The Company shall deliver to the Participant, subject to any certification of satisfaction of the performance goal as required by the Plan in order to comply with Section 162(m) of the Internal Revenue Code a number of shares of Common Stock equal to the number of vested performance shares on January 1 of the year following the end of the Performance Period or as soon as administratively practicable thereafter (but no later than March 15 of the year following the end of the Performance Period, or the date provided pursuant to Exhibit A, if applicable). The number of shares of Common Stock delivered to the Participant shall be reduced by a number of shares of Common Stock having a Fair Market Value on the date of delivery equal to the tax withholding obligation.

**6. Dividend Equivalents.** The Participant shall be entitled to receive additional performance shares with respect to any cash dividends declared by the Company. The number of additional performance shares shall be determined by multiplying the number of performance shares credited to the Participant's account (which shall include the number of performance shares set forth above, plus any performance shares credited in connection with dividend payments under this Section 6), times the dollar amount of the cash dividend per share of Common Stock, and then dividing by the Fair Market Value of the Common Stock as of the dividend payment date. The Participant's right to any performance shares credited to the Participant's account in connection with dividends shall vest in the same manner described in Section 4. As described in Section 5, such additional performance shares shall be included in the total number of performance shares credited to the Participant's account for purposes of applying the Performance Shares Vesting Grid.

**7. Grant Conditioned on Principles of Employment Agreement.**

By entering into this Award Agreement, the Participant shall be deemed to have confirmed his or her agreement to be bound by the Company's Principles of Employment Agreement in effect on the date immediately preceding the Grant Date (the "POE Agreement"), as published on the Company's intranet site or previously distributed in hard copy to the Participant. Furthermore, by accepting the Award, the Participant agrees that the POE Agreement shall supersede and replace the form of Principles of Employment Agreement contained or referenced in any Prior Equity Award (as defined below) made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the POE Agreement.

**8. Acceptance of Exhibits A, B and C.** The Participant agrees to be bound by the terms of the Award Rules set forth in Exhibits A, B and C ("Award Rules").

**9. Acceptance of and Agreement to Non-Solicitation and Confidentiality Conditions.** In consideration for the Award of performance shares under this Award Agreement, the Participant agrees that the Award is conditioned upon Participant's compliance with the following non-solicitation and confidentiality conditions (the "Non-Solicitation Conditions" and the "Confidentiality Conditions," respectively):

- (a) The Company and the Participant understand, intend and agree that the Non-Solicitation Conditions of this Section 9 are intended to protect the Travelers Group and other participants in the Plan against the Participant soliciting its employees and/or its business during the twelve (12) month period (the "Restricted Period") following the date of the Participant's termination of employment with the Travelers Group (whether voluntary or involuntary) as reflected on the Travelers Group's books and records (the "Termination Date"), while recognizing that after the Termination Date the Participant is still permitted to compete with the Travelers Group subject to the restrictions set forth below. Nothing in this Section 9 is intended to limit any of the Travelers Group's rights or claims as to any future employer of the Participant.
- (b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and

brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. During the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of, or otherwise attempt to adversely affect the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. Without limiting the foregoing restriction, the Participant shall not, on behalf of himself or herself or any other person, hire, employ or engage any such person and shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 9. Without limiting the generality of the restrictions under this Section, by way of example, the restrictions under this Section shall prohibit the Participant from (i) interviewing a Travelers Group employee, (ii) communicating in any manner with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (iii) identifying Travelers Group employees to potentially be solicited or hired, (iv) providing information or feedback regarding Travelers Group employees seeking employment with the Participant's subsequent employer and/or (v) otherwise assisting or participating in the solicitation or hiring of a Travelers Group employee. However, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided that the Participant does not direct such third party specifically to target employees of the Travelers Group generally or specific individual employees of the Travelers Group.

- (c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have developed relationships with and/or had access to Confidential Information (as defined below) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against solicitation and/or interference by the Participant for a reasonable period of time after the Participant's employment with the Travelers Group ends. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then, during the Restricted Period, the Participant will not, directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group (i) on which the Participant, or anyone reporting directly to him or her, worked or was actively engaged in soliciting or servicing or (ii) about which the Participant gained access to Confidential Information (as defined below) during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to be personally involved in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group, at any time during the twenty-four month period following the Termination Date (the "Enhanced Restricted Period"). The Participant may, at any time after the Termination Date, broadly direct a third party (including but not limited to employees of his/her subsequent employer) to negotiate, compete for, solicit and execute such book roll over(s) or other book of business transfer arrangements, provided that (i) the Participant is not personally involved in such activities and (ii) the Participant does not direct such third party specifically to target business of the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in, the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

- (d) Subject to the non-competition obligations in the Award Rules that apply to Participants meeting the “Retirement Rule,” at any time after the Termination Date, the Participant may otherwise compete with the Travelers Group, including but not limited to competing on an account by account or deal by deal basis, to the extent that he or she does not violate the provisions of subsection (c) above or any other contractual, statutory or common law obligations to the Travelers Group.
- (e) Notwithstanding anything herein to the contrary, if the Participant breaches any of the Non-Solicitation Conditions of this Section 9, then the Restricted Period (or the Enhanced Restricted Period, if applicable) will be extended until the date that is 12 months (or 24 months, in the case of a breach under Section 9(c) with respect to the restrictions applicable during the Enhanced Restricted Period) after the date of the Participant’s last breach of such Non-Solicitation Conditions.
- (f) The Participant agrees not to, either during or after his or her employment, use, publish, make available, or otherwise disclose, except for benefit of the Travelers Group in the course of such employment, any technical or confidential information (“Confidential Information”) developed by, for, or at the expense of the Travelers Group, or assigned or entrusted to the Travelers Group, unless such information is generally known outside of the Travelers Group. Confidential Information includes, but is not limited to, non-public information such as: internal information about the Travelers Group’s business, such as financial, sales, marketing, claim, technical and business information, including profit and loss statements, business/marketing strategy and “Trade Secrets” (as defined below); client, customer, policyholder, insured person, claimant, vendor, consultant and agent information, including personal information such as social security numbers and medical information; legal advice obtained; product and system information; and any compilation of this information or employee information obtained as part of the Participant’s responsibilities at the Travelers Group. Nothing herein should be construed as prohibiting the Participant from sharing information concerning the Participant’s own wages (or the wages of another employee, if voluntarily disclosed by that employee) or other terms and conditions of employment, or for purposes of otherwise pursuing the Participant’s legal rights. Nothing herein is intended to prohibit or restrict the Participant from (i) filing a complaint with, making disclosures to, communicating with or participating in an investigation or proceeding conducted by any governmental agency (including the United States Equal Employment Opportunity Commission and the Securities and Exchange Commission), (ii) pursuing the Participant’s legal rights related to Participant’s employment with the Company or (iii) engaging in activities protected by applicable laws or regulations. Notwithstanding the foregoing, the Travelers Group does not authorize the waiver of, or disclosure of information covered by, the attorney-client privilege or attorney work product doctrine or any other privilege or protection belonging to the Travelers Group. As used herein, “Trade Secrets” shall include information relating to the Travelers Group and its affiliates that is protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, business and strategic plans, product plans, source code, software, unpublished patent applications, customer proposals or pricing information or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In addition, the Participant will keep at all times subject to the Travelers Group’s control and will deliver to or leave with the Travelers Group all written and other materials in any form or medium (including, but not limited to, print, tape, digital, computerized and electronic data, parts, tools, or equipment) containing such technical or Confidential Information upon termination of the Participant’s employment. The Participant also agrees to cooperate to remedy any unauthorized use of such information and not to violate any Travelers Group policy regarding same. The Participant agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Travelers Group’s operations, activities, Confidential Information, or business, made or received by the Participant during the Participant’s employment with any member(s) of the Travelers Group are, and shall be, the property of the Travelers Group exclusively, and the Participant will

keep the same at all times subject to the Travelers Group's control and will deliver or leave with the Travelers Group the same at the termination of the Participant's employment.

- (g) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 9 is invalid or unenforceable, the parties agree that (i) the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, (ii) the parties shall request that the court exercise that power, and (iii) this Award Agreement shall be enforceable as so modified after the expiration of the time within which the judgment or decision may be appealed.
- (h) During the Restricted Period or any extension thereof, the Participant shall notify any subsequent employer of his or her obligations under this Award Agreement prior to commencing employment. During the Restricted Period or any extension thereof, the Participant will provide the Company and his or her prior manager at the Travelers Group fourteen (14) days' advance written notice prior to becoming associated with and/or employed by any person or entity or engaging in any business of any type or form, with such notice including the identity of the prospective employer or business, the specific division (if applicable) for which the Participant will be performing services and the title or position to be assumed by the Participant. The Participant must provide a copy of such notice to the Company's Employee Services Unit by email, facsimile or regular mail as follows:

**Email:** 4-ESU@travelers.com

**Fax:** 1.866.871.4378 (U.S. and Canada)  
001.866.871.4378 (Europe)

**Mail:** The Travelers Companies, Inc.  
Employee Services Unit  
385 Washington Street  
Mail Code: 9275-SB02L  
St. Paul, MN USA 55102

- (i) As consideration for and by accepting the Award, the Participant agrees that the Non-Solicitation Conditions and Confidentiality Conditions of this Section 9 shall supersede any non-solicitation and confidentiality covenants contained or incorporated in any prior equity award made by the Company to the Participant under the Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, the Travelers Property Casualty Corp. 2002 Stock Incentive Plan, or The St. Paul Companies, Inc. Amended and Restated 1994 Stock Incentive Plan ("Prior Equity Awards"); accordingly, such Prior Equity Awards shall become subject to the terms and conditions of the Non-Solicitation Conditions and Confidentiality Conditions of this Section 9. However, these Non-Solicitation Conditions and Confidentiality Conditions shall be in addition to, and shall not supersede, any non-solicitation, non-competition, confidentiality, intellectual property or other restrictive covenants contained or incorporated in (i) any Non-Competition Agreement between any member(s) of the Travelers Group and the Participant arising out of the Participant's service as a Management Committee member or otherwise, (ii) any employment agreement or other agreement between any member(s) of the Travelers Group and the Participant (other than such Prior Equity Awards), or (iii) any other Travelers Group plan or policy that covers the Participant (other than such Prior Equity Awards).

#### **10. Forfeiture of Performance Shares Award.**

- (a) Participant's Agreement. The Participant expressly acknowledges that the terms of Section 9 and this Section 10 are material to this Agreement and reasonable and necessary to protect the legitimate interests of the Travelers Group, including without limitation, the Traveler Group's Confidential Information, trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of these Non-Solicitation Conditions or Confidentiality Conditions by the

Participant would cause substantial and irreparable harm to the Travelers Group and other Participants in the Plan. The Participant further acknowledges and agrees that:

- (i) The receipt of the Award constitutes good, valuable and independent consideration for the Participant's acceptance of and compliance with the provisions of the Award Agreement, including the forfeiture and repayment provision of subsection 10(b) below and the Non-Solicitation Conditions and Confidentiality Conditions of Section 9 above, and the amendment of Prior Equity Award provisions of subsection 9(i), 10(f) and Section 20, below.
  - (ii) The Participant's rights with respect to the Award are conditioned on his or her compliance with the POE Agreement at all times after acceptance of the POE Agreement in accordance with Sections 7 and 18 hereunder.
  - (iii) The scope, duration and activity restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Travelers Group. The Participant acknowledges that all restrictions and limitations relating to the Restricted Period will apply regardless of the reason the Participant's employment ends. The Participant further agrees that any alleged claims the Participant may have against the Travelers Group do not excuse the Participant's obligations under this Award Agreement.
- (b) Forfeiture and Repayment Provisions. The Participant agrees that, prior to the Termination Date and during the Restricted Period (or the Enhanced Restricted Period, as applicable), if the Participant breaches the Non-Solicitation Conditions, the Confidentiality Conditions and/or the POE Agreement, in addition to all rights and remedies available to the Travelers Group at law and in equity (including without limitation those set forth in the Award Rules for involuntary termination), the Participant will immediately forfeit any portion of the Award made under this Award Agreement that has not otherwise been previously forfeited under the Award Rules in Exhibit A and that has not yet been paid, settled or vested. The Company may also require repayment from the Participant of any and all compensatory value that the Participant received for the last twelve (12) months of his or her employment and through the end of the Restricted Period (or the Enhanced Restricted Period, as applicable) from this Award or any Prior Equity Awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of any such awards, and/or any consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of any such awards). The Participant will promptly pay the full amount due upon demand by the Company, in the form of cash or shares of Common Stock at current Fair Market Value.
- (c) No Limitation on the Travelers Group's Rights or Remedies. The Participant acknowledges and agrees that the forfeiture and repayment remedies under subsection 10(b) are non-exclusive remedies and shall not limit or modify the Travelers Group's other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of this Agreement or with respect to any other covenants or agreements between the Travelers Group and the Participant or the Participant's obligations under applicable law.
- (d) Award Rules. The Award Rules provide a right to payment, subject to certain conditions, following the Participant's Termination Date if the Participant meets the Retirement Rule which, among other conditions, may require that the Participant not engage in any activities that compete with the business operations of the Travelers Group through the settlement date of the Award (such non-compete condition may extend beyond the Restricted Period). The remedies for a violation of such non-compete conditions are specified in the Award Rules and are in addition to any remedies of the Travelers Group under this Section 10.
- (e) Severability. If any court determines that any of the terms and conditions of Section 9 or this Section 10 are invalid or unenforceable, the remainder of the terms and conditions shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any

court determines that any of the terms and conditions are unenforceable because of the duration of such terms and conditions or the area covered thereby, such court shall have the power to reduce the duration or area of such terms and conditions and, in their reduced form, the terms and conditions shall then be enforceable and shall be enforced.

- (f) **Awards Subject to Recoupment.** Except to the extent prohibited by law, this Award and any outstanding Prior Equity Award may be forfeited, and the compensatory value received under such awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of such awards, or consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of the awards) may be subject to recoupment by the Company, in accordance with the Company's executive compensation recoupment policy and other policies in effect from time to time with respect to forfeiture and recoupment of bonus payments, retention awards, cash or stock-based incentive compensation or awards, or similar forms of compensation, and the terms of any such policy, while it is in effect, are incorporated herein by reference. As consideration for and by accepting the Award Agreement, the Participant agrees that all the remedy and recoupment provisions of this Section 10 shall apply to any Prior Equity Award made by the Company to the Participant, shall be in addition to and shall not supersede any other remedies contained or referenced in any such Prior Equity Award, and, accordingly, such Prior Equity Award shall become subject to both those other remedies and the terms and conditions of this Section 10.
- (g) **Survival of Provisions.** The agreements, covenants, obligations, and provisions contained in Section 9 and this Section 10 shall survive the Participant's Termination Date and the expiration of this Award Agreement, and shall be fully enforceable thereafter.

**11. Consent to Electronic Delivery.** In lieu of receiving documents in paper format, **the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company desires or may be required to deliver** (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site to which the Participant has access.

**12. Administration.** The Company's Compensation Committee or its designee administers the Plan and this Award Agreement and has the authority to interpret any ambiguous or inconsistent terms in its sole discretion. The Participant's rights under this Award Agreement are expressly subject to the terms and conditions of the Plan and to any guidelines the Compensation Committee or its designee adopts from time to time. The interpretation and construction by the Compensation Committee or its designee of the Plan and this Award Agreement, and such rules and regulations as the Compensation Committee or its designee may adopt for purposes of administering the Plan and this Award Agreement, will be final and binding upon the Participant.

**13. Entire Agreement/Amendment/Survival/Assignment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of the Award Agreement that are intended to survive the Termination Date of a Participant, specifically including Sections 9 and 10 hereof, shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Travelers Group.

**14. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a fixed duration of time. The employment relationship is "at will," which affords the Participant or the Travelers Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable

law. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group. The Award granted hereunder will not form part of the Participant's regular employment compensation and will not be considered in calculating any statutory benefits or severance pay due to the Participant.

**15. No Limitation on the Company's Rights.** The Participant agrees that nothing in this Award Agreement shall in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

**16. Transfer Restrictions.** The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of the Award or his or her right hereunder to receive any performance shares, except as otherwise provided in the Prospectus.

**17. Conflict.** In the event of a conflict between the Plan and the Award Agreement the Plan terms shall govern.

**18. Acceptance and Agreement by the Participant; Forfeiture upon Failure to Accept.** By accepting this Award, the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Award Agreement, and the Travelers Group's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the Award will lapse ninety (90) days from the Grant Date and the Award will be forfeited on such date if the Participant does not accept the Award Agreement by such date. For the avoidance of doubt, the Participant's failure to accept the Award Agreement shall not affect his or her continuing obligations under any other agreement between any member(s) of the Travelers Group and the Participant.

**19. Waiver; Cumulative Rights.** The Company's failure or delay to require performance by the Participant of any provision of this Award Agreement will not affect its right to require performance of such provision unless and until the Company has waived such performance in writing. Each right under this Award Agreement is cumulative and may be exercised in part or in whole from time to time.

**20. Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the State of Minnesota, City and County of St. Paul, including the Federal Courts located therein (should Federal jurisdiction exist). The parties consent to and submit to the personal jurisdiction and venue of courts of Minnesota and irrevocably waive any claim or argument that the courts in Minnesota are an inconvenient forum. The Participant agrees to accept service of any court filings and process by delivery to his or her most current home address on record with the Travelers Group via first class mail or other nationally recognized overnight delivery provider, or by any third party regularly engaged in the service of process. As consideration for and by accepting the Award, the Participant agrees that the Governing Law and Forum for Disputes provision of this Section 20 shall supersede any governing law, forum or similar provisions contained or referenced in any Prior Equity Award made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the Governing Law and Forum for Disputes provisions of this Section 20.

**21. Personal Data.** The Participant understands that the Company and other members of the Travelers Group hold certain personal information about the Participant, which may include, without limitation, information such as his or her name, home address, telephone number, gender, date of birth, salary, nationality, job title, social insurance number or other such tax identity number and details of all awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor ("Personal Data").

The Participant understands that in order for the Company to process the Participant's Award and maintain a record of performance shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Travelers Group electronically or otherwise, as necessary for the

implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. The Participant further understands that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or other members of the Travelers Group in the implementation and administration of the Plan. The Participant understands that such recipients may be located within the jurisdiction of residence of the Participant, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions applicable to those organizations, for example, lawful requirements to disclose personal information such as the Personal Data to government authorities in those countries. The Participant understands that the employees of the Travelers Group and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of his or her Personal Data by or to such entities for such purposes and the Participant accepts that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Award Agreement is executed. The Participant confirms that if the Participant has provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, the Participant has the consent of such third party to provide their Personal Data to the Travelers Group for the same purposes.

The Participant understands that he or she may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. Additionally, the Participant may always elect to forgo participation in the Plan or any other award program.

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**EXHIBIT A**  
**AWARD RULES**  
**TO TRAVELERS' PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT**

**When you leave the Travelers Group**

References to “you” or “your” are to the Participant. “Termination Date” is defined in Section 9(a) of the Award Agreement and means the date of the termination of your employment with the Traveler Group (whether voluntary or involuntary) as reflected on the books and records of the Travelers Group.

If you terminate your employment or if there is a break in your employment, your Award may be cancelled before the end of the Performance Period and the vesting and settlement of your Award may be affected.

The provisions in the chart below apply to Awards granted under the Plan. Depending upon your employment jurisdiction upon the Grant Date, special rules may apply for vesting, payment and settlement of your Award in cases of termination of employment if you satisfy certain age and years of service requirements (“Retirement Rule”), as set forth in “Retirement Rule” below. Participants based in countries outside the United States on the Grant Date or in California immediately prior to the Termination Date should refer to Exhibit C for special rules that apply. For the avoidance of doubt, the applicable vesting terms for your Award pursuant to Exhibits A, B and C shall be based on your employment jurisdiction on the Grant Date.

**If You:**

**Terminate employment or your employment is terminated by the Travelers Group for any reason other than due to death or disability (but you do not meet the Retirement Rule)**

**Become disabled (as defined under the Travelers Group’s applicable long-term disability plan or policy covering disabilities in your employment jurisdiction)**

**Take an approved personal leave of absence approved by the Travelers Group under its Personal Leave Policy, if applicable**

**Here’s What Happens to Your Award:**

Your rights under the Award are cancelled and your right to the performance shares is forfeited.

You will be entitled to receive the number of shares of Common Stock you would have received, if any, if your employment had not terminated due to disability, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the earlier of (i) the Termination Date or (ii) the first anniversary of the commencement of your approved disability leave, divided by the total number of days in the Performance Period. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period.

Your rights under the Award continue when you are on such leave of absence for up to three months. Once your approved leave of absence exceeds three months, your rights under the Award are suspended until you return to work with the Travelers Group and remain actively employed for 30 calendar days, after which your rights under the Award will be restored retroactively. If you terminate employment during the leave for any reason, the applicable termination of employment provisions will apply. If your personal leave of absence exceeds one year, your rights under the Award are cancelled and your right to the performance shares is forfeited.

**Are on an approved family leave, medical leave, dependent care leave, military leave, or other statutory leave of absence or notice leave (including, without limitation, “garden leave,” but not including any period corresponding to pay in lieu of notice, severance pay or other monies on account of the cessation of your employment)**  
**Die while employed or following employment while your Award is outstanding**

Your rights under the Award continue when you are on such leave of absence.

Your estate will be entitled to receive a number of shares of Common Stock equal to the initial number of performance shares set forth at the beginning of the Award, plus any performance shares credited as dividend equivalents in connection with the dividends paid or payable as of the date of your death, multiplied by a fraction equal to the number of days in the Performance Period from the first day of the Performance Period to your date of death, divided by the total number of days in the Performance Period. Any such shares will be delivered as soon as administratively possible following your death. No performance shares shall be credited with respect to any cash dividends paid by the Company after the date of the Participant’s death but prior to the distribution with respect to performance shares already credited to the Participant’s account.

### **Retirement Rule**

If, as of your Termination Date, you are at least (i) age 65, (ii) age 62 with one or more full years of service, or (iii) age 55 with 10 or more full years of service, then you meet the “Retirement Rule.”

The Retirement Rule will not apply to your Award or any Prior Equity Award if you were involuntarily terminated for gross misconduct or for cause (as determined by the Company in its sole discretion at the time of or following your termination of employment) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion). If you retire and do not meet the Retirement Rule, you will be considered to have resigned.

### **If You:**

**Meet the Retirement Rule (subject to Exhibit C, if applicable)**

You will be entitled to receive a number of shares of Common Stock equal to the shares you would have received, if any, if your employment had not terminated due to retirement in accordance with the Retirement Rule, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the Termination Date, divided by the total number of days in the Performance Period. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period. You will have a right to payment under the Retirement Rule provided that, prior to the time of settlement, you do not engage in any activities that compete with the business operations of the Travelers Group (as determined by the Company in its sole discretion), including, but not limited to, working for another insurance company engaged in the property casualty insurance business as either an employee or independent contractor. You are not subject to this non-compete provision if you are terminated involuntarily or if you are employed in any state where state law prohibits such non-compete provisions, but you remain subject to Sections 9 and 10 of the Award Agreement, and the POE Agreement.

When called for under the above rules, as a condition to receiving payment, you will be required to certify to the Company that you have not engaged in any activities that compete with the business operations of the Travelers Group since your Termination Date, and provide such other evidence of your compliance with the Retirement Rule as the Company may require. In the event that you are determined to have engaged in competitive activities while receiving the benefit of continued vesting pursuant to the Retirement Rule (other than following an involuntary termination), any outstanding portion of the Award will be immediately forfeited and any portion of the Award previously paid to you will be subject to recoupment by the Company in accordance with Section 10(f) of the Award Agreement.

**EXHIBIT B**

**PERFORMANCE SHARES VESTING GRID  
TO TRAVELERS' PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT**

<u>Performance Period ROE*</u>	<u>% of Performance Shares Vested</u>
≥16.0%	150% (Maximum)
15.5	140
15.0	130
14.5	120
13.5	110
10.0	100
8.5	75
8.0	50 (Threshold)
<8.0	0

\* For any Performance Period ROE (as defined below) that is at least 8.0%, but falls between two Performance Period ROE performance levels, the percentage of performance shares vested shall be interpolated (for example, if Performance Period ROE is 14.0%, 115% of the performance shares would be vested).

**Definitions:**

“**Performance Period ROE**” is defined as the sum of the Adjusted ROE for each of the three years in the Performance Period, divided by three.

“**Adjusted ROE**” is defined as Adjusted Operating Income divided by Adjusted Shareholders' Equity.

“**Adjusted Operating Income**” for each year in the Performance Period is defined as the Company's net income from continuing operations as reported in the Company's financial statements (including accompanying footnotes and management's discussion and analysis), adjusted as set forth in the immediately following sentence. In calculating Adjusted Operating Income, net income from continuing operations shall be adjusted as follows: first (A) remove the after-tax effects of the following items: (i) losses (net of reinsurance) from catastrophes (as designated by the Insurance Service Office's Property Claims Service Group, the Lloyd's Claim Office, Swiss Reinsurance Company's sigma report, or a comparable report or organization generally recognized by the insurance industry, and reported by the Company as a catastrophe); asbestos and environmental reserve charges (or releases); net realized investment gains or losses in the fixed maturities and real estate portfolios; and (ii) extraordinary items, the cumulative effect of accounting changes and federal income tax rate changes, and restructuring charges, each as defined by generally accepted accounting principles in the United States, and each as reported in the Company's financial statements (including accompanying footnotes and management's discussion and analysis); (B) reduced, as to the first year in the Performance Period (XXXX), by \$XXXXXX, as to the second year in the Performance Period (XXXX), by \$XXXXXX times the ratio of: the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium divided by the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium, and as to the third year in the Performance Period (XXXX), by \$XXXXXX times the ratio of: the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium divided by the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium; and (C) reduced by an amount intended, as of the date of this award, to approximate historical levels of credit losses (on an after-tax basis) associated with the Company's fixed income investments, determined by (i) multiplying a fixed factor, expressed as 2.25 basis points, by the amortized cost of the Company's fixed maturity investment

portfolio at the beginning of each quarter during the relevant year in the Performance Period and (ii) adding the after-tax sum of the amounts resulting from (i) for such year in the Performance Period.

**“Adjusted Shareholders’ Equity”** for each year in the Performance Period is defined as the sum of the Company’s total common stockholders’ equity as reported in the Company’s balance sheet as of the beginning and end of the year (excluding net unrealized appreciation or depreciation of investments and adjusted as set forth in the immediately following sentence), divided by two. In calculating Adjusted Shareholders’ Equity, the Company’s total common shareholders’ equity as of the beginning and end of the year shall be adjusted to remove the cumulative after-tax impact of the following items during the Performance Period: (i) discontinued operations and (ii) the adjustments and reductions made in calculating Adjusted Operating Income.

## EXHIBIT C

### Special Rules Applicable to Participants Based in Certain Jurisdictions

#### Terms and Conditions

This Exhibit C includes additional and/or alternative terms and conditions that govern the Award granted to the Participant under The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "Plan") if the Participant is employed in one of the jurisdictions listed below on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date. Capitalized terms used but not defined in this Exhibit C are defined in the Plan and/or Award Agreement and have the meanings set forth therein. To the extent that this Exhibit C is applicable to the Participant (based on the Participant's place of employment on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date), the provisions set forth in this Exhibit C will apply to the Participant and will supersede the corresponding provisions set forth in the Award Agreement with respect to the Participant.

#### Notifications

This Exhibit C also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant should not rely on the information noted in this Exhibit C as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant's Award hereunder is settled.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's jurisdiction may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a jurisdiction other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another jurisdiction for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

\* \* \*

## **Brazil**

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
- ... The non-solicitation restrictions in Section 9(c) of the Award Agreement shall not apply with respect to any prospective clients of the Company who are not current clients of the Company while the Participant maintains an employment relationship with the Company.
- ... Section 14 of the Award Agreement shall be revised to read as follows:
- ... 14. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in Brazil, at the city where the participant renders his/her services.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.
- ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

## California

... If the Participant is employed in the State of California immediately prior to the Termination Date, then Sections 9(b) and 9(c) of the Award Agreement shall be restated to read as follows:

9(b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. Accordingly, the Participant hereby agrees that during the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. The Participant shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 9(b). Without limiting the generality of the restrictions under this Section 9(b), by way of example, the restrictions under this Section shall prohibit the Participant from (i) initiating communications with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (ii) identifying Travelers Group employees to potentially be solicited, and/or (iii) otherwise assisting or participating in the solicitation of a Travelers Group employee.

Notwithstanding the foregoing, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided, that the Participant does not direct such third party specifically to solicit employees of the Travelers Group generally or specific individual employees of the Travelers Group.

9(c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have had access to Trade Secrets and/or Confidential Information (as defined in Section 9(f)) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against Participant's use of Trade Secrets and/or Confidential Information to solicit Customers and/or otherwise interfere with these customer relationships. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then the Participant will not utilize Trade Secrets and/or Confidential Information to directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group on which the Participant gained access to Trade Secrets and/or Confidential Information during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to utilize Trade Secrets and/or Confidential Information in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

## Canada

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 14 of the Award Agreement shall be revised to read as follows:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.

## India

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... To the extent that the Company elects to enforce the forfeiture and repayment provisions under Section 10(b) of the Award Agreement by re-acquiring shares of Common Stock held by the Participant, the Company will pay nominal consideration, as determined at the discretion of the Company, for such shares and/or obtain approval from the Reserve Bank of India, to the extent required under applicable law.

... Section 20 of the Award Agreement shall be revised to read as follows:

20 **Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. Any dispute, claim or controversy arising under, out of, or in connection with or in relation to this Award Agreement or the Plan, or any breach, termination or validity thereof, shall be finally determined and adjudicated through arbitration by a sole arbitrator located in Mumbai, India. The arbitration proceedings shall be conducted in accordance with the SIAC Rules in effect at the time of arbitration, and judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the parties or their assets. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable. To the extent permitted by law, the arbitrator's fees and expenses will be borne equally by each party. In the event that an action is brought to enforce the provisions of this Award Agreement or the Plan pursuant to this Section 20, each party shall pay its own attorneys' fees and expenses regardless of whether there is a prevailing party in the opinion of the arbitrator deciding such action or the court in which any such arbitration award is entered. Without prejudice to the rights of the Company under this Section, if the Participant breaches, or proposes to breach the provisions of this Award Agreement or Plan, the Company and the Travelers Group shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

## Republic of Ireland

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
- ... For the avoidance of doubt, no unconditional entitlement to receive shares under the Award Agreement will arise on the last day of the Performance Period; rather the number of shares to be delivered pursuant to the Award Agreement will only be quantifiable after the Committee has certified the Company's actual financial performance in accordance with Section 5 of the Award Agreement (and such performance may result in zero shares being earned). Therefore an absolute entitlement to shares will only arise on the date on which shares are actually delivered to the Participant (referred to in this Award Agreement as "settlement date").
- ... Section 14 of the Award Agreement shall be revised to read as follows:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a definite period of time. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group, subject to applicable Irish law and the terms of the Participant's employment contract.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in the Republic of Ireland. In all other respects, the regular provisions set forth in Section 20 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 21 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1988 together with the Data Protection (Amendment) Act 2003 (collectively, the "Irish DPA Act"). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 21 processing and transferring their personal data (as defined in the Irish DPA Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.

## United Kingdom

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations) will not apply to the Participant.
- ... The Restricted Period, as defined in Section 9(a) of the Award Agreement, will include any period during which the Participant is placed on “garden leave.”
- ... The restrictions under Section 9(b) of the Award Agreement related to non-solicitation of employees shall only apply with respect to employees with whom the Participant had material dealings during the 12 months preceding the date of the Participant’s termination of employment with the Travelers Group, and such restrictions shall not apply with respect to any secretarial or administrative assistant employees of the Travelers Group.
- ... The “Enhanced Restricted Period” defined under Section 9(c) of the Award Agreement shall be limited to 12 months following the Termination Date (i.e., the same duration as the normal Restricted Period). Additionally, under Section 9(c) of the Award Agreement:
  - (i) the restrictions relating to recruiting or solicitation of, interference with, attempting to influence or otherwise affecting any client, customer, policyholder or agent of the Travelers Group shall be limited to such clients, customers, policyholders or agents with which the Participant had material dealings within the 12 months preceding the Termination Date; and
  - (ii) the references to “business” (aside from references to “book of business”) shall be limited to business activities with which the Participant was materially involved during the 12 months preceding the Termination Date.
- ... Section 14 of the Award Agreement shall be replaced with the following:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment or guarantees employment with any member of the Travelers Group for a fixed duration of time. Each member of the Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group, subject to applicable law and the terms of the Participant’s employment contract. Upon termination of the Participant’s employment (for whatever reason) the Participant will have no rights as a result of this Award Agreement or any alleged breach of this Award Agreement or otherwise to any compensation under or in respect of any shares, share options, restricted stock units, long-term incentive plans or any other profit sharing scheme in which the Participant may participate or have received grants or allocations on or before the date on which the Participant’s employment terminates. Any rights which the Participant may have under such schemes will be exclusively governed by the rules of such schemes from time to time.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be the Courts of England and Wales. In all other respects, the regular provisions set forth in Section 20 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 21 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1998 (the “Act”). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... In the event a Participant becomes disabled the language under “Here’s What Happens to Your Award” in Exhibit A shall be replaced with the following:

If you have been disabled for 12 continuous months and not otherwise terminated your employment, you will be entitled, as of the first day following such 12-month period (the “disability date”), to receive the number of shares of Common Stock you would have received, if any, if you had not become disabled, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the disability date, divided by the total number of days in the Performance Period. You are considered “disabled” if you are disabled for employment purposes and will be presumed disabled if you qualify for a long-term disability benefit. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period.

- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant’s termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.
- ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

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## Section 6: EX-10.45 (EX-10.45)

Exhibit 10.45

### TRAVELERS PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT

(This award must be accepted within 90 days after the Grant Date shown below or it will be forfeited. Refer below to Section 18.)

**Participant:** “NAME”

**Grant Date:** “GRANT DATE”

**Number of Performance Shares:** “GRANTED”

**Performance Period:** XXXXX XX, 20XX to XXXXX XX, 20XX

**1. Grant of Performance Shares.** This performance shares award is granted pursuant to The Travelers Companies, Inc. 2014 Stock Incentive Plan, as it may be amended from time to time (the “Plan”), by The Travelers Companies, Inc. (the “Company”) to you (the “Participant”) as an employee of the Company or an affiliate of the Company (together, the “Travelers Group”). The Company hereby grants to the Participant as of the Grant Date an award (“Award”) for the initial number of performance shares set forth above pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein, including, without limitation, the conditions set forth in Section 7.

**2. Terms and Conditions.** The terms, conditions, and restrictions applicable to the Award are specified the Plan and this grant notification and agreement, including Exhibits A, B and C (the “Award Agreement”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

**By accepting this Award, the Participant acknowledges receipt of the prospectus dated February 2, 2016 and any applicable prospectus supplement thereto (together, the “Prospectus”) and that he or she has read and understands the Prospectus.**

The Participant understands that the Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from the Award is contingent, and depends on the future financial performance of the Company, among other factors. The Participant further confirms his or her understanding that the Award is intended to promote employee retention and stock ownership and to align participants’ interests with those of shareholders. Additionally, the Participant understands that the Award is subject to performance conditions and will be cancelled if the performance or other conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to the Award in any communication regarding the Award is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of the Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; and (c) performance may be subject to confirmation and final determination by the Company’s Board of Directors or its Compensation Committee (the “Committee”) that the performance conditions have been satisfied.

The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by the Award unless and until the Award is vested and settled in shares of Common Stock.

**3. Performance Period.** For purposes of the Award, the Performance Period shall be defined as the three-year period commencing XXXXX XX, 20XX and ending XXXXX XX, 20XX.

**4. Vesting.** The Award shall vest in full on the last day of the Performance Period, provided the Participant remains continuously employed within the Travelers Group through such date. If the

Participant has a termination of, or leave from active employment prior to the last day of the Performance Period, the Participant's rights are determined under the Award Rules of Exhibit A.

**5. Settlement of Award.** The number of performance shares vested (which shall include any additional performance shares credited to the Participant's account pursuant to Section 6) shall be calculated based on the Performance Shares Vesting Grid set forth in Exhibit B. The Company shall deliver to the Participant, subject to any certification of satisfaction of the performance goal as required by the Plan in order to comply with Section 162(m) of the Internal Revenue Code a number of shares of Common Stock equal to the number of vested performance shares on January 1 of the year following the end of the Performance Period or as soon as administratively practicable thereafter (but no later than March 15 of the year following the end of the Performance Period, or the date provided pursuant to Exhibit A, if applicable). The number of shares of Common Stock delivered to the Participant shall be reduced by a number of shares of Common Stock having a Fair Market Value on the date of delivery equal to the tax withholding obligation.

**6. Dividend Equivalents.** The Participant shall be entitled to receive additional performance shares with respect to any cash dividends declared by the Company. The number of additional performance shares shall be determined by multiplying the number of performance shares credited to the Participant's account (which shall include the number of performance shares set forth above, plus any performance shares credited in connection with dividend payments under this Section 6), times the dollar amount of the cash dividend per share of Common Stock, and then dividing by the Fair Market Value of the Common Stock as of the dividend payment date. The Participant's right to any performance shares credited to the Participant's account in connection with dividends shall vest in the same manner described in Section 4. As described in Section 5, such additional performance shares shall be included in the total number of performance shares credited to the Participant's account for purposes of applying the Performance Shares Vesting Grid.

**7. Grant Conditioned on Principles of Employment Agreement.**

By entering into this Award Agreement, the Participant shall be deemed to have confirmed his or her agreement to be bound by the Company's Principles of Employment Agreement in effect on the date immediately preceding the Grant Date (the "POE Agreement"), as published on the Company's intranet site or previously distributed in hard copy to the Participant. Furthermore, by accepting the Award, the Participant agrees that the POE Agreement shall supersede and replace the form of Principles of Employment Agreement contained or referenced in any Prior Equity Award (as defined below) made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the POE Agreement.

**8. Acceptance of Exhibits A, B and C.** The Participant agrees to be bound by the terms of the Award Rules set forth in Exhibits A, B and C ("Award Rules").

**9. Acceptance of and Agreement to Non-Solicitation and Confidentiality Conditions.** In consideration for the Award of performance shares under this Award Agreement, the Participant agrees that the Award is conditioned upon Participant's compliance with the following non-solicitation and confidentiality conditions (the "Non-Solicitation Conditions" and the "Confidentiality Conditions," respectively):

- (a) The Company and the Participant understand, intend and agree that the Non-Solicitation Conditions of this Section 9 are intended to protect the Travelers Group and other participants in the Plan against the Participant soliciting its employees and/or its business during the twelve (12) month period (the "Restricted Period") following the date of the Participant's termination of employment with the Travelers Group (whether voluntary or involuntary) as reflected on the Travelers Group's books and records (the "Termination Date"), while recognizing that after the Termination Date the Participant is still permitted to compete with the Travelers Group subject to the restrictions set forth below. Nothing in this Section 9 is intended to limit any of the Travelers Group's rights or claims as to any future employer of the Participant.
- (b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and

brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. During the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of, or otherwise attempt to adversely affect the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. Without limiting the foregoing restriction, the Participant shall not, on behalf of himself or herself or any other person, hire, employ or engage any such person and shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 9. Without limiting the generality of the restrictions under this Section, by way of example, the restrictions under this Section shall prohibit the Participant from (i) interviewing a Travelers Group employee, (ii) communicating in any manner with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (iii) identifying Travelers Group employees to potentially be solicited or hired, (iv) providing information or feedback regarding Travelers Group employees seeking employment with the Participant's subsequent employer and/or (v) otherwise assisting or participating in the solicitation or hiring of a Travelers Group employee. However, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided that the Participant does not direct such third party specifically to target employees of the Travelers Group generally or specific individual employees of the Travelers Group.

- (c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have developed relationships with and/or had access to Confidential Information (as defined below) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against solicitation and/or interference by the Participant for a reasonable period of time after the Participant's employment with the Travelers Group ends. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then, during the Restricted Period, the Participant will not, directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group (i) on which the Participant, or anyone reporting directly to him or her, worked or was actively engaged in soliciting or servicing or (ii) about which the Participant gained access to Confidential Information (as defined below) during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to be personally involved in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group, at any time during the twenty-four month period following the Termination Date (the "Enhanced Restricted Period"). The Participant may, at any time after the Termination Date, broadly direct a third party (including but not limited to employees of his/her subsequent employer) to negotiate, compete for, solicit and execute such book roll over(s) or other book of business transfer arrangements, provided that (i) the Participant is not personally involved in such activities and (ii) the Participant does not direct such third party specifically to target business of the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in, the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

- (d) Subject to the non-competition obligations in the Award Rules that apply to Participants meeting the “Retirement Rule,” at any time after the Termination Date, the Participant may otherwise compete with the Travelers Group, including but not limited to competing on an account by account or deal by deal basis, to the extent that he or she does not violate the provisions of subsection (c) above or any other contractual, statutory or common law obligations to the Travelers Group.
- (e) Notwithstanding anything herein to the contrary, if the Participant breaches any of the Non-Solicitation Conditions of this Section 9, then the Restricted Period (or the Enhanced Restricted Period, if applicable) will be extended until the date that is 12 months (or 24 months, in the case of a breach under Section 9(c) with respect to the restrictions applicable during the Enhanced Restricted Period) after the date of the Participant’s last breach of such Non-Solicitation Conditions.
- (f) The Participant agrees not to, either during or after his or her employment, use, publish, make available, or otherwise disclose, except for benefit of the Travelers Group in the course of such employment, any technical or confidential information (“Confidential Information”) developed by, for, or at the expense of the Travelers Group, or assigned or entrusted to the Travelers Group, unless such information is generally known outside of the Travelers Group. Confidential Information includes, but is not limited to, non-public information such as: internal information about the Travelers Group’s business, such as financial, sales, marketing, claim, technical and business information, including profit and loss statements, business/marketing strategy and “Trade Secrets” (as defined below); client, customer, policyholder, insured person, claimant, vendor, consultant and agent information, including personal information such as social security numbers and medical information; legal advice obtained; product and system information; and any compilation of this information or employee information obtained as part of the Participant’s responsibilities at the Travelers Group. Nothing herein should be construed as prohibiting the Participant from sharing information concerning the Participant’s own wages (or the wages of another employee, if voluntarily disclosed by that employee) or other terms and conditions of employment, or for purposes of otherwise pursuing the Participant’s legal rights. Nothing herein is intended to prohibit or restrict the Participant from (i) filing a complaint with, making disclosures to, communicating with or participating in an investigation or proceeding conducted by any governmental agency (including the United States Equal Employment Opportunity Commission and the Securities and Exchange Commission), (ii) pursuing the Participant’s legal rights related to Participant’s employment with the Company or (iii) engaging in activities protected by applicable laws or regulations. Notwithstanding the foregoing, the Travelers Group does not authorize the waiver of, or disclosure of information covered by, the attorney-client privilege or attorney work product doctrine or any other privilege or protection belonging to the Travelers Group. As used herein, “Trade Secrets” shall include information relating to the Travelers Group and its affiliates that is protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, business and strategic plans, product plans, source code, software, unpublished patent applications, customer proposals or pricing information or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In addition, the Participant will keep at all times subject to the Travelers Group’s control and will deliver to or leave with the Travelers Group all written and other materials in any form or medium (including, but not limited to, print, tape, digital, computerized and electronic data, parts, tools, or equipment) containing such technical or Confidential Information upon termination of the Participant’s employment. The Participant also agrees to cooperate to remedy any unauthorized use of such information and not to violate any Travelers Group policy regarding same. The Participant agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Travelers Group’s operations, activities, Confidential Information, or business, made or received by the Participant during the Participant’s employment with any member(s) of the Travelers Group are, and shall be, the property of the Travelers Group exclusively, and the Participant will

keep the same at all times subject to the Travelers Group's control and will deliver or leave with the Travelers Group the same at the termination of the Participant's employment.

- (g) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 9 is invalid or unenforceable, the parties agree that (i) the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, (ii) the parties shall request that the court exercise that power, and (iii) this Award Agreement shall be enforceable as so modified after the expiration of the time within which the judgment or decision may be appealed.
- (h) During the Restricted Period or any extension thereof, the Participant shall notify any subsequent employer of his or her obligations under this Award Agreement prior to commencing employment. During the Restricted Period or any extension thereof, the Participant will provide the Company and his or her prior manager at the Travelers Group fourteen (14) days' advance written notice prior to becoming associated with and/or employed by any person or entity or engaging in any business of any type or form, with such notice including the identity of the prospective employer or business, the specific division (if applicable) for which the Participant will be performing services and the title or position to be assumed by the Participant. The Participant must provide a copy of such notice to the Company's Employee Services Unit by email, facsimile or regular mail as follows:

**Email:** 4-ESU@travelers.com

**Fax:** 1.866.871.4378 (U.S. and Canada)  
001.866.871.4378 (Europe)

**Mail:** The Travelers Companies, Inc.  
Employee Services Unit  
385 Washington Street  
Mail Code: 9275-SB02L  
St. Paul, MN USA 55102

- (i) As consideration for and by accepting the Award, the Participant agrees that the Non-Solicitation Conditions and Confidentiality Conditions of this Section 9 shall supersede any non-solicitation and confidentiality covenants contained or incorporated in any prior equity award made by the Company to the Participant under the Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, the Travelers Property Casualty Corp. 2002 Stock Incentive Plan, or The St. Paul Companies, Inc. Amended and Restated 1994 Stock Incentive Plan ("Prior Equity Awards"); accordingly, such Prior Equity Awards shall become subject to the terms and conditions of the Non-Solicitation Conditions and Confidentiality Conditions of this Section 9. However, these Non-Solicitation Conditions and Confidentiality Conditions shall be in addition to, and shall not supersede, any non-solicitation, non-competition, confidentiality, intellectual property or other restrictive covenants contained or incorporated in (i) any Non-Competition Agreement between any member(s) of the Travelers Group and the Participant arising out of the Participant's service as a Management Committee member or otherwise, (ii) any employment agreement or other agreement between any member(s) of the Travelers Group and the Participant (other than such Prior Equity Awards), or (iii) any other Travelers Group plan or policy that covers the Participant (other than such Prior Equity Awards).

#### **10. Forfeiture of Performance Shares Award.**

- (a) Participant's Agreement. The Participant expressly acknowledges that the terms of Section 9 and this Section 10 are material to this Agreement and reasonable and necessary to protect the legitimate interests of the Travelers Group, including without limitation, the Traveler Group's Confidential Information, trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of these Non-Solicitation Conditions or Confidentiality Conditions by the

Participant would cause substantial and irreparable harm to the Travelers Group and other Participants in the Plan. The Participant further acknowledges and agrees that:

- (i) The receipt of the Award constitutes good, valuable and independent consideration for the Participant's acceptance of and compliance with the provisions of the Award Agreement, including the forfeiture and repayment provision of subsection 10(b) below and the Non-Solicitation Conditions and Confidentiality Conditions of Section 9 above, and the amendment of Prior Equity Award provisions of subsection 9(i), 10(f) and Section 20, below.
  - (ii) The Participant's rights with respect to the Award are conditioned on his or her compliance with the POE Agreement at all times after acceptance of the POE Agreement in accordance with Sections 7 and 18 hereunder.
  - (iii) The scope, duration and activity restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Travelers Group. The Participant acknowledges that all restrictions and limitations relating to the Restricted Period will apply regardless of the reason the Participant's employment ends. The Participant further agrees that any alleged claims the Participant may have against the Travelers Group do not excuse the Participant's obligations under this Award Agreement.
- (b) Forfeiture and Repayment Provisions. The Participant agrees that, prior to the Termination Date and during the Restricted Period (or the Enhanced Restricted Period, as applicable), if the Participant breaches the Non-Solicitation Conditions, the Confidentiality Conditions and/or the POE Agreement, in addition to all rights and remedies available to the Travelers Group at law and in equity (including without limitation those set forth in the Award Rules for involuntary termination), the Participant will immediately forfeit any portion of the Award made under this Award Agreement that has not otherwise been previously forfeited under the Award Rules in Exhibit A and that has not yet been paid, settled or vested. The Company may also require repayment from the Participant of any and all compensatory value that the Participant received for the last twelve (12) months of his or her employment and through the end of the Restricted Period (or the Enhanced Restricted Period, as applicable) from this Award or any Prior Equity Awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of any such awards, and/or any consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of any such awards). The Participant will promptly pay the full amount due upon demand by the Company, in the form of cash or shares of Common Stock at current Fair Market Value.
- (c) No Limitation on the Travelers Group's Rights or Remedies. The Participant acknowledges and agrees that the forfeiture and repayment remedies under subsection 10(b) are non-exclusive remedies and shall not limit or modify the Travelers Group's other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of this Agreement or with respect to any other covenants or agreements between the Travelers Group and the Participant or the Participant's obligations under applicable law.
- (d) Award Rules. The Award Rules provide a right to payment, subject to certain conditions, following the Participant's Termination Date if the Participant meets the Retirement Rule which, among other conditions, may require that the Participant not engage in any activities that compete with the business operations of the Travelers Group through the settlement date of the Award (such non-compete condition may extend beyond the Restricted Period). The remedies for a violation of such non-compete conditions are specified in the Award Rules and are in addition to any remedies of the Travelers Group under this Section 10.
- (e) Severability. If any court determines that any of the terms and conditions of Section 9 or this Section 10 are invalid or unenforceable, the remainder of the terms and conditions shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any

court determines that any of the terms and conditions are unenforceable because of the duration of such terms and conditions or the area covered thereby, such court shall have the power to reduce the duration or area of such terms and conditions and, in their reduced form, the terms and conditions shall then be enforceable and shall be enforced.

- (f) **Awards Subject to Recoupment.** Except to the extent prohibited by law, this Award and any outstanding Prior Equity Award may be forfeited, and the compensatory value received under such awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of such awards, or consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of the awards) may be subject to recoupment by the Company, in accordance with the Company's executive compensation recoupment policy and other policies in effect from time to time with respect to forfeiture and recoupment of bonus payments, retention awards, cash or stock-based incentive compensation or awards, or similar forms of compensation, and the terms of any such policy, while it is in effect, are incorporated herein by reference. As consideration for and by accepting the Award Agreement, the Participant agrees that all the remedy and recoupment provisions of this Section 10 shall apply to any Prior Equity Award made by the Company to the Participant, shall be in addition to and shall not supersede any other remedies contained or referenced in any such Prior Equity Award, and, accordingly, such Prior Equity Award shall become subject to both those other remedies and the terms and conditions of this Section 10.
- (g) **Survival of Provisions.** The agreements, covenants, obligations, and provisions contained in Section 9 and this Section 10 shall survive the Participant's Termination Date and the expiration of this Award Agreement, and shall be fully enforceable thereafter.

**11. Consent to Electronic Delivery.** In lieu of receiving documents in paper format, **the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company desires or may be required to deliver** (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site to which the Participant has access.

**12. Administration.** The Company's Compensation Committee or its designee administers the Plan and this Award Agreement and has the authority to interpret any ambiguous or inconsistent terms in its sole discretion. The Participant's rights under this Award Agreement are expressly subject to the terms and conditions of the Plan and to any guidelines the Compensation Committee or its designee adopts from time to time. The interpretation and construction by the Compensation Committee or its designee of the Plan and this Award Agreement, and such rules and regulations as the Compensation Committee or its designee may adopt for purposes of administering the Plan and this Award Agreement, will be final and binding upon the Participant.

**13. Entire Agreement/Amendment/Survival/Assignment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of the Award Agreement that are intended to survive the Termination Date of a Participant, specifically including Sections 9 and 10 hereof, shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Travelers Group.

**14. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a fixed duration of time. The employment relationship is "at will," which affords the Participant or the Travelers Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable

law. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group. The Award granted hereunder will not form part of the Participant's regular employment compensation and will not be considered in calculating any statutory benefits or severance pay due to the Participant.

**15. No Limitation on the Company's Rights.** The Participant agrees that nothing in this Award Agreement shall in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

**16. Transfer Restrictions.** The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of the Award or his or her right hereunder to receive any performance shares, except as otherwise provided in the Prospectus.

**17. Conflict.** In the event of a conflict between the Plan and the Award Agreement the Plan terms shall govern.

**18. Acceptance and Agreement by the Participant; Forfeiture upon Failure to Accept.** By accepting this Award, the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Award Agreement, and the Travelers Group's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the Award will lapse ninety (90) days from the Grant Date and the Award will be forfeited on such date if the Participant does not accept the Award Agreement by such date. For the avoidance of doubt, the Participant's failure to accept the Award Agreement shall not affect his or her continuing obligations under any other agreement between any member(s) of the Travelers Group and the Participant.

**19. Waiver; Cumulative Rights.** The Company's failure or delay to require performance by the Participant of any provision of this Award Agreement will not affect its right to require performance of such provision unless and until the Company has waived such performance in writing. Each right under this Award Agreement is cumulative and may be exercised in part or in whole from time to time.

**20. Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the State of Minnesota, City and County of St. Paul, including the Federal Courts located therein (should Federal jurisdiction exist). The parties consent to and submit to the personal jurisdiction and venue of courts of Minnesota and irrevocably waive any claim or argument that the courts in Minnesota are an inconvenient forum. The Participant agrees to accept service of any court filings and process by delivery to his or her most current home address on record with the Travelers Group via first class mail or other nationally recognized overnight delivery provider, or by any third party regularly engaged in the service of process. As consideration for and by accepting the Award, the Participant agrees that the Governing Law and Forum for Disputes provision of this Section 20 shall supersede any governing law, forum or similar provisions contained or referenced in any Prior Equity Award made by the Company to the Participant, and, accordingly, such Prior Equity Award shall become subject to the terms and conditions of the Governing Law and Forum for Disputes provisions of this Section 20.

**21. Personal Data.** The Participant understands that the Company and other members of the Travelers Group hold certain personal information about the Participant, which may include, without limitation, information such as his or her name, home address, telephone number, gender, date of birth, salary, nationality, job title, social insurance number or other such tax identity number and details of all awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor ("Personal Data").

The Participant understands that in order for the Company to process the Participant's Award and maintain a record of performance shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Travelers Group electronically or otherwise, as necessary for the

implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. The Participant further understands that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or other members of the Travelers Group in the implementation and administration of the Plan. The Participant understands that such recipients may be located within the jurisdiction of residence of the Participant, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions applicable to those organizations, for example, lawful requirements to disclose personal information such as the Personal Data to government authorities in those countries. The Participant understands that the employees of the Travelers Group and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of his or her Personal Data by or to such entities for such purposes and the Participant accepts that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Award Agreement is executed. The Participant confirms that if the Participant has provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, the Participant has the consent of such third party to provide their Personal Data to the Travelers Group for the same purposes.

The Participant understands that he or she may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. Additionally, the Participant may always elect to forgo participation in the Plan or any other award program.

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**EXHIBIT A**  
**AWARD RULES**  
**TO TRAVELERS' PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT**

**When you leave the Travelers Group**

References to “you” or “your” are to the Participant. “Termination Date” is defined in Section 9(a) of the Award Agreement and means the date of the termination of your employment with the Traveler Group (whether voluntary or involuntary) as reflected on the books and records of the Travelers Group.

If you terminate your employment or if there is a break in your employment, your Award may be cancelled before the end of the Performance Period and the vesting and settlement of your Award may be affected.

The provisions in the chart below apply to Awards granted under the Plan. Depending upon your employment jurisdiction upon the Grant Date, special rules may apply for vesting, payment and settlement of your Award in cases of termination of employment if you satisfy certain age and years of service requirements (“Retirement Rule”), as set forth in “Retirement Rule” below. Participants based in countries outside the United States on the Grant Date or in California immediately prior to the Termination Date should refer to Exhibit C for special rules that apply. For the avoidance of doubt, the applicable vesting terms for your Award pursuant to Exhibits A, B and C shall be based on your employment jurisdiction on the Grant Date.

**If You:**

**Terminate employment or your employment is terminated by the Travelers Group for any reason other than due to death or disability (but you do not meet the Retirement Rule)**

**Become disabled (as defined under the Travelers Group’s applicable long-term disability plan or policy covering disabilities in your employment jurisdiction)**

**Take an approved personal leave of absence approved by the Travelers Group under its Personal Leave Policy, if applicable**

**Here’s What Happens to Your Award:**

Your rights under the Award are cancelled and your right to the performance shares is forfeited.

You will be entitled to receive the number of shares of Common Stock you would have received, if any, if your employment had not terminated due to disability, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the earlier of (i) the Termination Date or (ii) the first anniversary of the commencement of your approved disability leave, divided by the total number of days in the Performance Period. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period.

Your rights under the Award continue when you are on such leave of absence for up to three months. Once your approved leave of absence exceeds three months, your rights under the Award are suspended until you return to work with the Travelers Group and remain actively employed for 30 calendar days, after which your rights under the Award will be restored retroactively. If you terminate employment during the leave for any reason, the applicable termination of employment provisions will apply. If your personal leave of absence exceeds one year, your rights under the Award are cancelled and your right to the performance shares is forfeited.

**Are on an approved family leave, medical leave, dependent care leave, military leave, or other statutory leave of absence or notice leave (including, without limitation, “garden leave,” but not including any period corresponding to pay in lieu of notice, severance pay or other monies on account of the cessation of your employment)**

**Die while employed or following employment while your Award is outstanding**

Your rights under the Award continue when you are on such leave of absence.

Your estate will be entitled to receive a number of shares of Common Stock equal to the initial number of performance shares set forth at the beginning of the Award, plus any performance shares credited as dividend equivalents in connection with the dividends paid or payable as of the date of your death, multiplied by a fraction equal to the number of days in the Performance Period from the first day of the Performance Period to your date of death, divided by the total number of days in the Performance Period. Any such shares will be delivered as soon as administratively possible following your death. No performance shares shall be credited with respect to any cash dividends paid by the Company after the date of the Participant’s death but prior to the distribution with respect to performance shares already credited to the Participant’s account.

### **Retirement Rule**

If, as of your Termination Date, you are at least (i) age 65, (ii) age 62 with one or more full years of service, or (iii) age 55 with 10 or more full years of service, then you meet the “Retirement Rule.”

The Retirement Rule will not apply to your Award or any Prior Equity Award if you were involuntarily terminated for gross misconduct or for cause (as determined by the Company in its sole discretion) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion at the time of or following your termination of employment). If you retire and do not meet the Retirement Rule, you will be considered to have resigned.

### **If You:**

**Meet the Retirement Rule (subject to Exhibit C, if applicable)**

You will be entitled to receive a number of shares of Common Stock equal to the shares you would have received, if any, if your employment had not terminated due to retirement in accordance with the Retirement Rule, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the Termination Date, divided by the total number of days in the Performance Period. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period. You will have a right to payment under the Retirement Rule provided that, prior to the time of settlement, you do not engage in any activities that compete with the business operations of the Travelers Group (as determined by the Company in its sole discretion), including, but not limited to, working for another insurance company engaged in the property casualty insurance business as either an employee or independent contractor. You are not subject to this non-compete provision if you are terminated involuntarily or if you are employed in any state where state law prohibits such non-compete provisions, but you remain subject to Sections 9 and 10 of the Award Agreement, and the POE Agreement.

When called for under the above rules, as a condition to receiving payment, you will be required to certify to the Company that you have not engaged in any activities that compete with the business operations of the Travelers Group since your Termination Date, and provide such other evidence of your compliance with the Retirement Rule as the Company may require. In the event that you are determined to have engaged in competitive activities while receiving the benefit of continued vesting pursuant to the Retirement Rule (other than following an involuntary termination), any outstanding portion of the Award will be immediately forfeited and any portion of the Award previously paid to you will be subject to recoupment by the Company in accordance with Section 10(f) of the Award Agreement.

**EXHIBIT B**

**PERFORMANCE SHARES VESTING GRID  
TO TRAVELERS' PERFORMANCE SHARES AWARD NOTIFICATION AND AGREEMENT**

<u>Performance Period ROE*</u>	<u>% of Performance Shares Vested</u>
≥16.0%	150% (Maximum)
15.5	140
15.0	130
14.5	120
13.5	110
10.0	100
8.5	75
8.0	50 (Threshold)
<8.0	0

\* For any Performance Period ROE (as defined below) that is at least 8.0%, but falls between two Performance Period ROE performance levels, the percentage of performance shares vested shall be interpolated (for example, if Performance Period ROE is 14.0%, 115% of the performance shares would be vested).

**Definitions:**

**“Performance Period ROE”** is defined as the sum of the Adjusted ROE for each of the three years in the Performance Period, divided by three.

**“Adjusted ROE”** is defined as Adjusted Operating Income divided by Adjusted Shareholders' Equity.

**“Adjusted Operating Income”** for each year in the Performance Period is defined as the Company's net income from continuing operations as reported in the Company's financial statements (including accompanying footnotes and management's discussion and analysis), adjusted as set forth in the immediately following sentence. In calculating Adjusted Operating Income, net income from continuing operations shall be adjusted as follows: first (A) remove the after-tax effects of the following items: (i) losses (net of reinsurance) from catastrophes (as designated by the Insurance Service Office's Property Claims Service Group, the Lloyd's Claim Office, Swiss Reinsurance Company's sigma report, or a comparable report or organization generally recognized by the insurance industry, and reported by the Company as a catastrophe); asbestos and environmental reserve charges (or releases); net realized investment gains or losses in the fixed maturities and real estate portfolios; and (ii) extraordinary items, the cumulative effect of accounting changes and federal income tax rate changes, and restructuring charges, each as defined by generally accepted accounting principles in the United States, and each as reported in the Company's financial statements (including accompanying footnotes and management's discussion and analysis); (B) reduced, as to the first year in the Performance Period (XXXX), by \$XXXXXX, as to the second year in the Performance Period (XXXX), by \$XXXXXX times the ratio of: the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium divided by the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium, and as to the third year in the Performance Period (XXXX), by \$XXXXXX times the ratio of: the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium divided by the Company's XXXX consolidated personal lines homeowners net written premium plus commercial lines property net written premium plus 50% of commercial lines multi peril net written premium; and (C) reduced by an amount intended, as of the date of this award, to approximate historical levels of credit losses (on an after-tax basis) associated with the Company's fixed income investments, determined by (i) multiplying a fixed factor, expressed as 2.25 basis points, by the amortized cost of the Company's fixed maturity investment

portfolio at the beginning of each quarter during the relevant year in the Performance Period and (ii) adding the after-tax sum of the amounts resulting from (i) for such year in the Performance Period.

**“Adjusted Shareholders’ Equity”** for each year in the Performance Period is defined as the sum of the Company’s total common stockholders’ equity as reported in the Company’s balance sheet as of the beginning and end of the year (excluding net unrealized appreciation or depreciation of investments and adjusted as set forth in the immediately following sentence), divided by two. In calculating Adjusted Shareholders’ Equity, the Company’s total common shareholders’ equity as of the beginning and end of the year shall be adjusted to remove the cumulative after-tax impact of the following items during the Performance Period: (i) discontinued operations and (ii) the adjustments and reductions made in calculating Adjusted Operating Income.

## EXHIBIT C

### Special Rules Applicable to Participants Based in Certain Jurisdictions

#### Terms and Conditions

This Exhibit C includes additional and/or alternative terms and conditions that govern the Award granted to the Participant under The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "Plan") if the Participant is employed in one of the jurisdictions listed below on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date. Capitalized terms used but not defined in this Exhibit C are defined in the Plan and/or Award Agreement and have the meanings set forth therein. To the extent that this Exhibit C is applicable to the Participant (based on the Participant's place of employment on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date), the provisions set forth in this Exhibit C will apply to the Participant and will supersede the corresponding provisions set forth in the Award Agreement with respect to the Participant.

#### Notifications

This Exhibit C also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant should not rely on the information noted in this Exhibit C as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant's Award hereunder is settled.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's jurisdiction may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a jurisdiction other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another jurisdiction for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

\* \* \*

## Brazil

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
- ... The non-solicitation restrictions in Section 9(c) of the Award Agreement shall not apply with respect to any prospective clients of the Company who are not current clients of the Company while the Participant maintains an employment relationship with the Company.
- ... Section 14 of the Award Agreement shall be revised to read as follows:
- ... 14. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in Brazil, at the city where the participant renders his/her services.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.
- ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

## California

- ... If the Participant is employed in the State of California immediately prior to the Termination Date, then Sections 9(b) and 9(c) of the Award Agreement shall be restated to read as follows:

9(b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. Accordingly, the Participant hereby agrees that during the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. The Participant shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 9(b). Without limiting the generality of the restrictions under this Section 9(b), by way of example, the restrictions under this Section shall prohibit the Participant from (i) initiating communications with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (ii) identifying Travelers Group employees to potentially be solicited, and/or (iii) otherwise assisting or participating in the solicitation of a Travelers Group employee.

Notwithstanding the foregoing, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided, that the Participant does not direct such third party specifically to solicit employees of the Travelers Group generally or specific individual employees of the Travelers Group.

9(c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have had access to Trade Secrets and/or Confidential Information (as defined in Section 9(f)) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against Participant's use of Trade Secrets and/or Confidential Information to solicit Customers and/or otherwise interfere with these customer relationships. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then the Participant will not utilize Trade Secrets and/or Confidential Information to directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group on which the Participant gained access to Trade Secrets and/or Confidential Information during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to utilize Trade Secrets and/or Confidential Information in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

**Canada**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 14 of the Award Agreement shall be revised to read as follows:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.

## India

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... To the extent that the Company elects to enforce the forfeiture and repayment provisions under Section 10(b) of the Award Agreement by re-acquiring shares of Common Stock held by the Participant, the Company will pay nominal consideration, as determined at the discretion of the Company, for such shares and/or obtain approval from the Reserve Bank of India, to the extent required under applicable law.

... Section 20 of the Award Agreement shall be revised to read as follows:

20 **Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. Any dispute, claim or controversy arising under, out of, or in connection with or in relation to this Award Agreement or the Plan, or any breach, termination or validity thereof, shall be finally determined and adjudicated through arbitration by a sole arbitrator located in Mumbai, India. The arbitration proceedings shall be conducted in accordance with the SIAC Rules in effect at the time of arbitration, and judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the parties or their assets. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable. To the extent permitted by law, the arbitrator's fees and expenses will be borne equally by each party. In the event that an action is brought to enforce the provisions of this Award Agreement or the Plan pursuant to this Section 20, each party shall pay its own attorneys' fees and expenses regardless of whether there is a prevailing party in the opinion of the arbitrator deciding such action or the court in which any such arbitration award is entered. Without prejudice to the rights of the Company under this Section, if the Participant breaches, or proposes to breach the provisions of this Award Agreement or Plan, the Company and the Travelers Group shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

## Republic of Ireland

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
- ... For the avoidance of doubt, no unconditional entitlement to receive shares under the Award Agreement will arise on the last day of the Performance Period; rather the number of shares to be delivered pursuant to the Award Agreement will only be quantifiable after the Committee has certified the Company's actual financial performance in accordance with Section 5 of the Award Agreement (and such performance may result in zero shares being earned). Therefore an absolute entitlement to shares will only arise on the date on which shares are actually delivered to the Participant (referred to in this Award Agreement as "settlement date").
- ... Section 14 of the Award Agreement shall be revised to read as follows:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a definite period of time. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group, subject to applicable Irish law and the terms of the Participant's employment contract.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in the Republic of Ireland. In all other respects, the regular provisions set forth in Section 20 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 21 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1988 together with the Data Protection (Amendment) Act 2003 (collectively, the "Irish DPA Act"). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 21 processing and transferring their personal data (as defined in the Irish DPA Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.

## United Kingdom

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations) will not apply to the Participant.
- ... The Restricted Period, as defined in Section 9(a) of the Award Agreement, will include any period during which the Participant is placed on “garden leave.”
- ... The restrictions under Section 9(b) of the Award Agreement related to non-solicitation of employees shall only apply with respect to employees with whom the Participant had material dealings during the 12 months preceding the date of the Participant’s termination of employment with the Travelers Group, and such restrictions shall not apply with respect to any secretarial or administrative assistant employees of the Travelers Group.
- ... The “Enhanced Restricted Period” defined under Section 9(c) of the Award Agreement shall be limited to 12 months following the Termination Date (i.e., the same duration as the normal Restricted Period). Additionally, under Section 9(c) of the Award Agreement:
  - (i) the restrictions relating to recruiting or solicitation of, interference with, attempting to influence or otherwise affecting any client, customer, policyholder or agent of the Travelers Group shall be limited to such clients, customers, policyholders or agents with which the Participant had material dealings within the 12 months preceding the Termination Date; and
  - (ii) the references to “business” (aside from references to “book of business”) shall be limited to business activities with which the Participant was materially involved during the 12 months preceding the Termination Date.
- ... Section 14 of the Award Agreement shall be replaced with the following:

14. **No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment or guarantees employment with any member of the Travelers Group for a fixed duration of time. Each member of the Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group, subject to applicable law and the terms of the Participant’s employment contract. Upon termination of the Participant’s employment (for whatever reason) the Participant will have no rights as a result of this Award Agreement or any alleged breach of this Award Agreement or otherwise to any compensation under or in respect of any shares, share options, restricted stock units, long-term incentive plans or any other profit sharing scheme in which the Participant may participate or have received grants or allocations on or before the date on which the Participant’s employment terminates. Any rights which the Participant may have under such schemes will be exclusively governed by the rules of such schemes from time to time.
- ... Section 20 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be the Courts of England and Wales. In all other respects, the regular provisions set forth in Section 20 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 21 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1998 (the “Act”). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... In the event a Participant becomes disabled the language under “Here’s What Happens to Your Award” in Exhibit A shall be replaced with the following:

If you have been disabled for 12 continuous months and not otherwise terminated your employment, you will be entitled, as of the first day following such 12-month period (the “disability date”), to receive the number of shares of Common Stock you would have received, if any, if you had not become disabled, multiplied by a fraction equal to the number of days from the first day of the Performance Period to the disability date, divided by the total number of days in the Performance Period. You are considered “disabled” if you are disabled for employment purposes and will be presumed disabled if you qualify for a long-term disability benefit. Any such shares will be received at the time of settlement of the performance shares after the end of the Performance Period.

- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant’s termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested performance shares will be cancelled effective on the Termination Date.
- ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

**ADDENDUM TO AWARD AGREEMENT**  
**Special Rules Applicable to Jay S. Fishman**

The special rules set forth in this Addendum will modify, and form part of, the Award Agreement for Jay S. Fishman (the "Participant") for his Performance Shares Award granted XXXXX XX, 20XX. Reference is made in this Addendum to the letter agreement between the Company and the Participant dated December 19, 2008, as amended, governing certain terms and conditions of the Participant's employment with the Company (the "Letter Agreement").

The special rules set forth in the Addendum set forth special time vesting rules that apply with respect to the Award and special rules that will apply in the event of the Participant's death, termination due to Disability (as defined in the Letter Agreement), termination by the Company without Cause (as defined in the Letter Agreement), or termination by the Participant for Good Reason (as defined in the Letter Agreement) prior to the normal scheduled settlement of the Award.

**1. Special 4-Year Ratable Time Vesting; Delayed Settlement for Final Vesting Tranche.** As contemplated pursuant to the Letter Agreement, the Participant's rights with respect to the Award shall generally be subject to a 4 year ratable time vesting requirement (in addition to the normal performance vesting requirements) such that the Participant shall become time-vested in one-quarter of the Award on each of December 31, 2016, December 31, 2017, December 31, 2018 and December 31, 2019 (the "Final Vesting Date"). Accordingly, subject to the Participant's continued employment through the end of the Performance Period, the Participant will be time vested in 75% of the Award (to the extent earned based on actual performance) and will receive a distribution of 75% of the earned Performance Shares on a date determined by the Company that is between January 1 and March 15 of 2019 (the "Regular Settlement Date"). Subject to the Participant's continued employment through the Final Vesting Date, he will receive the final remaining earned portion of the Award (including any additional dividend equivalents earned thereon) on such date.

**2. Treatment upon Termination Without Cause, for Good Reason or Disability.** In the event of the Participant's termination of employment prior to the Final Vesting Date due to a termination without Cause, a termination for Good Reason or a termination due to Disability, the Participant shall remain entitled to receive the full amount of earned Performance Shares (based on actual performance during the Performance Period) with such full amount of earned Performance Shares payable on the Regular Settlement Date (or, if later, on the first day of the seventh (7th) month following his separation from service, as defined in the Letter Agreement); provided, however, that in the case of a termination due to Disability prior to the end of the Performance Period, the earned number of Performance Shares shall be no less than one hundred percent (100%) of the number of Performance Shares granted in this Award (without regard to actual performance), plus any additional Performance Shares credited as dividend equivalents under Section 6 of the Award Agreement.

**3. Treatment upon Retirement.** In the event of the Participant's retirement in accordance with the Retirement Rule prior to the Final Vesting Date, the Participant shall remain entitled to receive 100% of the portion of earned Performance Shares that was time-vested at the time of such retirement and a pro-rata portion of the earned Performance Shares that was not yet time-vested at the time of such retirement (in each case, with the earned portion of Performance Shares determined based on actual performance during the Performance Period) payable on the Regular Settlement Date (or, if later, on the first day of the seventh (7th) month following his separation from service, as defined in the Letter Agreement). The pro-ration with respect to each remaining unvested tranche of the Award shall be determined by measuring the portion of the period from the commencement of the Performance Period through the scheduled vesting date of such tranche for which the Participant was employed prior to retirement. For example, if the participant retires on December 31, 2017, he will have fully vested in the first two time-vesting tranches of the Award (representing 50% of the total Award), he will become vested in 2/3 of the third tranche of the Award (i.e., reflecting his employment for 2/3 of the vesting period related to such third tranche, with such portion representing 16.7% of the total Award), and he will become vested in 50% of the fourth tranche of the Award (i.e., reflecting his employment for half of the vesting period related to such fourth tranche, with such portion representing 12.5% of the total Award).

#### 4. Treatment upon Death.

(a) **Generally.** Notwithstanding the forgoing, in the event of the Participant's death at any time prior to the end of the Performance Period while the Award remains outstanding (including if such death occurs after the Participant's termination of employment), then in lieu of the treatment described in Sections 2 and 3 of this Addendum, the Participant's estate shall immediately (or as soon as practicable following the truncated Performance Period as described below) become entitled to receive the greater of (i) one hundred percent (100%) of the number of Performance Shares granted in this Award (without regard to actual performance), plus any additional Performance Shares credited as dividend equivalents under Section 6 of the Award Agreement or (ii) the full number of Performance Shares that would have been earned based on actual performance measured by reference to the truncated Performance Period described in Section 4(b) of this Addendum. In the event of the Participant's death at any time following the end of the Performance Period while the Award remains outstanding (including if such death occurs after the Participant's termination of employment), then the Participant's estate shall immediately receive his vested and earned Performance Shares as determined pursuant to Sections 2 and 3 of this Addendum; provided that if the Participant was employed immediately prior to his death, then he shall be deemed to have been fully vested in the final tranche of his Award and such tranche shall be immediately paid.

(b) **Truncated Performance Period.** For purposes of measuring actual performance achievement in the event of the Participant's death prior to the end of the Performance Period:

(i) If the Participant's death occurs before January 1, 2018, the Performance Period shall be the one-year period starting January 1, 2016 and ending December 31, 2016.

(ii) If the Participant's death occurs during the year commencing January 1, 2018 and ending December 31, 2018, the Performance Period shall be the two-year period starting January 1, 2016 and ending December 31, 2017.

To determine the Participant's percentage under the Performance Shares Vesting Grid set forth in Exhibit B, the "Performance Period ROE" shall be the sum of the Adjusted ROE for each of the years in the Performance Period, divided by the number of years in the Performance Period.

5. **Forfeiture Provisions.** The Participant shall remain subject to the forfeiture provisions in Section 10 of the Award Agreement upon the Participant's breach of the Non-Solicitation Conditions or Confidentiality Conditions (contained in the Award Agreement) and/or the Principles of Employment Agreement. However, if the Participant's termination of employment without Cause or for Good Reason otherwise falls under the "Retirement Rule" set forth in Exhibit A, the Participant shall not be subject to the non-competition requirements otherwise attendant to the Retirement Rule. Notwithstanding any contrary provision of this Award Agreement (including the Award Rules of Exhibit A), the number of Performance Shares due to the Participant shall not be prorated in the event of a termination of employment without Cause, for Good Reason, or due to death or Disability.

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## Section 7: EX-10.46 (EX-10.46)

Exhibit 10.46

**TRAVELERS  
NON-EMPLOYEE DIRECTOR  
NOTIFICATION AND AGREEMENT OF ANNUAL DEFERRED  
STOCK AWARD TO [NAME]  
February 2, 2016**

1. **General.** This notification ("Notification") is being provided to you (the "Participant"), as a non-employee director ("Director") of The Travelers Companies, Inc. (the "Company"), in connection with the Deferred Stock Award set forth below (the "Award") that has been made pursuant to: (i) the Company's Board of Directors revised compensation program adopted by the Company's Board of Directors (the "Board") as of May 28, 2014, as the same may be amended by the Board from time-to-time; and (ii) The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "2014 Plan"). The Award was made on **February 2, 2016** (the "Grant Date").
  2. **Deferred Stock Award.** The Company hereby grants to you X,XXX deferred common stock units (each unit being equivalent to one share of the Company's common stock, no par value ("Common Stock") and referred to herein as a "Unit", and collectively as "Units"). The Award is subject to the following vesting, distribution and other requirements:
    - A. The Units will vest in full one day prior to the date of the annual shareholder meeting occurring in the year following the year of the date of grant (the "vesting date") so long as you continuously serve on the Board through the vesting date, subject to the termination of service provisions set forth below.
    - B. After the Units have vested, actual shares of Common Stock will be distributed in exchange for Units either in a lump sum or in annual installments, as you may elect, to be paid or commence six (6) months following your termination of service on the Board, or such later date you may elect, pursuant to The Travelers Companies, Inc. Deferred Compensation Plan For Non-Employee Directors (the "Directors Deferred Plan"), which elections must have been made prior to the beginning of the calendar year of this Award.
    - C. Upon termination of your service on the Board, other than for death, Unit grants, to the extent not then vested, will be forfeited.
    - D. Upon death, unvested Units will vest immediately, and shares of Common Stock will be distributed to your estate as soon as practicable thereafter, or, with respect to deferred Units, will be distributed in accordance with the terms of the Directors Deferred Plan.
    - E. If the Company declares a cash dividend on the Common Stock, dividend equivalents attributable to Units will be automatically granted and deemed reinvested in additional Units as of the last day of the quarter in which the dividend was paid. The number of dividend equivalent Units shall equal the cash dividend equivalent divided by the closing price of the Common Stock on the New York Stock Exchange on the dividend payment date.
  3. **Miscellaneous.**
    - A. Shares of Common Stock subject to a Unit that has vested may be withheld by the Company if required to satisfy applicable tax withholding obligations of the Company. In such case, shares of Common Stock net of such withholding will be distributed to you, unless you pay the tax withholding in cash. If the Company does not have a tax withholding obligation, then no shares of Common Stock will be withheld, and instead
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the Company will issue to you a Form 1099-MISC or other applicable tax report for the year in which the shares of Common Stock are delivered to you.

- B. Except with respect to dividend equivalents for Units as provided above, the Units do not entitle you to any voting rights or other rights of a shareholder of the Company until shares of Common Stock have been distributed in exchange for Units.
  - C. In addition to the terms and conditions set forth herein, the Awards are subject to (i) the terms and conditions of the 2014 Plan, and to the extent that a deferral election has been made with respect to Units, the Directors Deferred Plan; and (ii) the prospectus relating to the Awards as the same may be amended, modified and supplemented from time-to-time.
  - D. This Award (and any prior Award that was made or vested after December 31, 2004) is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“Code”), including any regulations or other guidance issued by the United States Treasury Department under Section 409A of the Code, and should be interpreted accordingly. By way of example, but not limitation, if a termination of service on the Board does not result in a separation from service under Section 409A of the Code, distributions to you under this Notification will instead be determined by reference to separation from service as defined under Section 409A of the Code.
  - E. This Notification constitutes the entire understanding between the parties hereto regarding the Units and supersedes all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof.
4. **Acceptance and Agreement by Director.** By signing below, Participant accepts the Award and agrees to be bound by the terms, conditions, and restrictions set forth in the 2014 Plan, this Notification, and the Company’s policies, as in effect from time to time, relating to the 2014 Plan.

**THE TRAVELERS COMPANIES, INC. DIRECTOR’S SIGNATURE**

\_\_\_\_\_  
[Director Name]

Date: \_\_\_\_\_

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## Section 8: EX-10.47 (EX-10.47)

Exhibit 10.47

### TRAVELERS RESTRICTED STOCK UNIT AWARD NOTIFICATION AND AGREEMENT

(This award must be accepted within 90 days after the Grant Date shown below or it will be forfeited. Refer below to Section 16.)

<b>Participant:</b>	“NAME”	<b>Grant Date:</b>	“GRANT DATE”
<b>Number of Award Shares:</b>	“GRANTED”	<b>Vesting Date:</b>	3 years from Grant Date

1. **Grant of Restricted Stock Units.** This restricted stock unit award (“Award”) is granted pursuant to The Travelers Companies, Inc. 2014 Stock Incentive Plan, as it may be amended from time to time (the “Plan”), by The Travelers Companies, Inc. (the “Company”) to you (the “Participant”) as an employee of the Company or an affiliate of the Company (together, the “Travelers Group”). The Company hereby grants to the Participant as of the Grant Date an award (“Award”) consisting of a right to receive the number of shares set forth above (“Award Shares”) of the Company’s common stock, no par value (“Common Stock”), upon the Vesting Date or such earlier date as set forth herein, pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein, including, without limitation, the conditions set forth in Section 5.

2. **Terms and Conditions.** The terms, conditions, and restrictions applicable to the Award are specified in the Plan and this grant notification and agreement, including Exhibits A and B, as amended (the “Award Agreement”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation, and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

**By accepting the Award, the Participant acknowledges receipt of the prospectus dated February 2, 2016 and any applicable prospectus supplement thereto (together, the “Prospectus”) and that he or she has read and understands the Prospectus.**

The Participant understands that the Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from the Award is contingent, and depends on the future market price of the Common Stock, among other factors. The Participant further confirms his or her understanding that the Award is intended to promote employee retention and stock ownership and to align participants’ interests with those of shareholders. Additionally, the Participant understands that the Award is subject to vesting conditions and will be cancelled if the vesting conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to the Award in any communication regarding the Award is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of the Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; and (c) vesting may be subject to confirmation and final determination by the Company’s Board of Directors or its Compensation Committee (the “Committee”) that the vesting conditions have been satisfied.

The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by the Award unless and until the Award is vested and settled in shares of Common Stock; provided, however, that if the Company pays cash dividends on its shares while the Award is outstanding, the Participant shall be entitled to receive corresponding dividend equivalent cash payments based on the number of shares underlying the Award at the time when such regular cash dividends are paid.

3. **Vesting.** The Award shall vest in full on the Vesting Date set forth above provided the Participant remains continuously employed within the Travelers Group through such Vesting Date. If the Participant has a termination of, or leave from active employment prior to the Vesting Date, the Participant’s rights are determined under the Award Rules of Exhibit A.

**4. Settlement of Award.** The Company shall deliver to the Participant a number of shares of Common Stock equal to the number of vested Award Shares on the Vesting Date (or the date provided pursuant to Exhibit A, if applicable) or as soon as administratively practicable thereafter. The number of shares of Common Stock delivered to the Participant shall be reduced by a number of shares of Common Stock having a Fair Market Value on the date of delivery equal to the tax withholding obligation (including any applicable employment taxes due in connection with the vesting of the Award on or prior to the settlement date), unless the Plan administrator is notified in advance of the Award settlement (or the Award vesting, if applicable) and the Participant elects another method for tax withholding.

**5. Grant Conditioned on Principles of Employment Agreement.** By entering into this Award Agreement, the Participant shall be deemed to have confirmed his or her agreement to be bound by the Company's Principles of Employment Agreement in effect on the date immediately preceding the Grant Date (the "POE Agreement"), as published on the Company's intranet site or previously distributed in hard copy to the Participant. Furthermore, by accepting the Award, the Participant agrees that the POE Agreement shall supersede and replace the form of Principles of Employment Agreement contained or referenced in any prior equity award made by the Company to the Participant, and, accordingly, such prior equity award shall become subject to the terms and conditions of the POE Agreement.

**6. Acceptance of Exhibits A and B.** The Participant agrees to be bound by the terms of the Award Rules set forth in Exhibits A and B ("Award Rules").

**7. Acceptance of and Agreement to Non-Solicitation and Confidentiality Conditions.** In consideration for the award of Restricted Stock Units under this Award Agreement, the Participant agrees that the Award is conditioned upon Participant's compliance with the following non-solicitation and confidentiality conditions (the "Non-Solicitation Conditions" and the "Confidentiality Conditions", respectively):

- (a) The Company and the Participant understand, intend and agree that the Non-Solicitation Conditions of this Section 7 are intended to protect the Travelers Group and other participants in the Plan against the Participant soliciting its employees and/or its business during the twelve (12) month period (the "Restricted Period") following the date of the Participant's termination of employment with the Travelers Group (whether voluntary or involuntary) as reflected on the Travelers Group's books and records (the "Termination Date"), while recognizing that after the Termination Date the Participant is still permitted to compete with the Travelers Group subject to the restrictions set forth below. Nothing in this Section 7 is intended to limit any of the Travelers Group's rights or claims as to any future employer of the Participant.
- (b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. During the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of, or otherwise attempt to adversely affect the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. Without limiting the foregoing restriction, the Participant shall not, on behalf of himself or herself or any other person, hire, employ or engage any such person and shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7. Without limiting the generality of the restrictions under this Section, by way of example, the restrictions under this Section shall prohibit the Participant from (i) interviewing a Travelers Group employee, (ii) communicating in any manner with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (iii) identifying Travelers Group employees to potentially be solicited or hired, (iv) providing information or feedback regarding Travelers Group

employees seeking employment with the Participant's subsequent employer and/or (v) otherwise assisting or participating in the solicitation or hiring of a Travelers Group employee. However, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided that the Participant does not direct such third party specifically to target employees of the Travelers Group generally or specific individual employees of the Travelers Group.

- (c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have developed relationships with and/or had access to Confidential Information (as defined below) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against solicitation and/or interference by the Participant for a reasonable period of time after the Participant's employment with the Travelers Group ends. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then, during the Restricted Period, the Participant will not, directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group (i) on which the Participant, or anyone reporting directly to him or her, worked or was actively engaged in soliciting or servicing or (ii) about which the Participant gained access to Confidential Information (as defined below) during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to be personally involved in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group, at any time during the twenty-four month period following the Termination Date (the "Enhanced Restricted Period"). The Participant may, at any time after the Termination Date, broadly direct a third party (including but not limited to employees of his/her subsequent employer) to negotiate, compete for, solicit and execute such book roll over(s) or other book of business transfer arrangements, provided that (i) the Participant is not personally involved in such activities and (ii) the Participant does not direct such third party specifically to target business of the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.
- (d) Subject to the non-competition obligations in the Award Rules that apply to Participants meeting the "Retirement Rule," at any time after the Termination Date, the Participant may otherwise compete with the Travelers Group, including but not limited to competing on an account by account or deal by deal basis, to the extent that he or she does not violate the provisions of subsection (c) above or any other contractual, statutory or common law obligations to the Travelers Group.
- (e) Notwithstanding anything herein to the contrary, if the Participant breaches any of the Non-Solicitation Conditions of this Section 7, then the Restricted Period (or the Enhanced Restricted Period, if applicable) will be extended until the date that is 12 months (or 24 months, in the case of a breach under Section 7(c) with respect to the restrictions applicable during the Enhanced Restricted Period) after the date of the Participant's last breach of such Non-Solicitation Conditions.
- (f) The Participant agrees not to, either during or after his or her employment, use, publish, make available, or otherwise disclose, except for benefit of the Travelers Group in the course of such employment, any technical or confidential information ("Confidential Information") developed by, for, or at the expense of the Travelers Group, or assigned or entrusted to the Travelers Group,

unless such information is generally known outside of the Travelers Group. Confidential Information includes, but is not limited to, non-public information such as: internal information about the Travelers Group's business, such as financial, sales, marketing, claim, technical and business information, including profit and loss statements, business/marketing strategy and "Trade Secrets" (as defined below); client, customer, policyholder, insured person, claimant, vendor, consultant and agent information, including personal information such as social security numbers and medical information; legal advice obtained; product and system information; and any compilation of this information or employee information obtained as part of the Participant's responsibilities at the Travelers Group. Nothing herein should be construed as prohibiting the Participant from sharing information concerning the Participant's own wages (or the wages of another employee, if voluntarily disclosed by that employee) or other terms and conditions of employment, or for purposes of otherwise pursuing the Participant's legal rights. Nothing herein is intended to prohibit or restrict the Participant from (i) filing a complaint with, making disclosures to, communicating with or participating in an investigation or proceeding conducted by any governmental agency (including the United States Equal Employment Opportunity Commission and the Securities and Exchange Commission), (ii) pursuing the Participant's legal rights related to Participant's employment with the Company or (iii) engaging in activities protected by applicable laws or regulations. Notwithstanding the foregoing, the Travelers Group does not authorize the waiver of, or disclosure of information covered by, the attorney-client privilege or attorney work product doctrine or any other privilege or protection belonging to the Travelers Group. As used herein, "Trade Secrets" shall include information relating to the Travelers Group and its affiliates that is protectable as a trade secret under applicable law, including, without limitation, and without regard to form: technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, business and strategic plans, product plans, source code, software, unpublished patent applications, customer proposals or pricing information or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In addition, the Participant will keep at all times subject to the Travelers Group's control and will deliver to or leave with the Travelers Group all written and other materials in any form or medium (including, but not limited to, print, tape, digital, computerized and electronic data, parts, tools, or equipment) containing such technical or Confidential Information upon termination of the Participant's employment. The Participant also agrees to cooperate to remedy any unauthorized use of such information and not to violate any Travelers Group policy regarding same. The Participant agrees that all records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Travelers Group's operations, activities, Confidential Information, or business, made or received by the Participant during the Participant's employment with any member(s) of the Travelers Group are, and shall be, the property of the Travelers Group exclusively, and the Participant will keep the same at all times subject to the Travelers Group's control and will deliver or leave with the Travelers Group the same at the termination of the Participant's employment.

- (g) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7 is invalid or unenforceable, the parties agree that (i) the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, (ii) the parties shall request that the court exercise that power, and (iii) this Award Agreement shall be enforceable as so modified after the expiration of the time within which the judgment or decision may be appealed.
- (h) During the Restricted Period or any extension thereof, the Participant shall notify any subsequent employer of his or her obligations under this Award Agreement prior to commencing employment. During the Restricted Period or any extension thereof, the Participant will provide the Company and his or her prior manager at the Travelers Group fourteen (14) days' advance written notice prior to becoming associated with and/or employed by any person or entity or engaging in any business of any type or form, with such notice including the identity of the prospective employer

or business, the specific division (if applicable) for which the Participant will be performing services and the title or position to be assumed by the Participant. The Participant must provide a copy of such notice to the Company's Employee Services Unit by email, facsimile or regular mail as follows:

**Email:** 4-ESU@travelers.com

**Fax:** 1.866.871.4378 (U.S. and Canada)  
001.866.871.4378 (Europe)

**Mail:** The Travelers Companies, Inc.  
Employee Services Unit  
385 Washington Street  
Mail Code: 9275-SB02L  
St. Paul, MN USA 55102

- (i) As consideration for and by accepting the Award, the Participant agrees that the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7 shall supersede any non-solicitation and confidentiality covenants contained or incorporated in any prior equity award made by the Company to the Participant under the Plan, The Travelers Companies, Inc. Amended and Restated 2004 Stock Incentive Plan, the Travelers Property Casualty Corp. 2002 Stock Incentive Plan, or The St. Paul Companies, Inc. Amended and Restated 1994 Stock Incentive Plan ("Prior Equity Awards"); accordingly, such Prior Equity Awards shall become subject to the terms and conditions of the Non-Solicitation Conditions and Confidentiality Conditions of this Section 7. However, these Non-Solicitation Conditions and Confidentiality Conditions shall be in addition to, and shall not supersede, any non-solicitation, non-competition, confidentiality, intellectual property or other restrictive covenants contained or incorporated in (i) any Non-Competition Agreement between any member(s) of the Travelers Group and the Participant arising out of the Participant's service as a Management Committee member or otherwise, (ii) any employment agreement or other agreement between any member(s) of the Travelers Group and the Participant (other than such Prior Equity Awards), or (iii) any other Travelers Group plan or policy that covers the Participant (other than such Prior Equity Awards).

#### **8. Forfeiture of Restricted Stock Unit Award.**

- (a) Participant's Agreement. The Participant expressly acknowledges that the terms of Section 7 and this Section 8 are material to this Agreement and reasonable and necessary to protect the legitimate interests of the Travelers Group, including without limitation, the Travelers Group's Confidential Information, trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of these Non-Solicitation Conditions or Confidentiality Conditions by the Participant would cause substantial and irreparable harm to the Travelers Group and other Participants in the Plan. The Participant further acknowledges and agrees that:
- (i) The receipt of the Award constitutes good, valuable and independent consideration for the Participant's acceptance of and compliance with the provisions of the Award Agreement, including the forfeiture and repayment provision of subsection 8(b) below and the Non-Solicitation Conditions and Confidentiality Conditions of Section 7 above, and the amendment of prior equity award provisions of subsection 7(i), 8(f) and Section 18, below.
- (ii) The Participant's rights with respect to the Award are conditioned on his or her compliance with the POE Agreement at all times after acceptance of the POE Agreement in accordance with Sections 5 and 16 hereunder.
- (iii) The scope, duration and activity restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Travelers Group. The Participant acknowledges that all restrictions and limitations relating to the Restricted Period will apply regardless of the reason the Participant's employment ends. The Participant further agrees that any alleged claims the Participant

may have against the Travelers Group do not excuse the Participant's obligations under this Award Agreement.

- (b) Forfeiture and Repayment Provisions. The Participant agrees that, prior to the Termination Date and during the Restricted Period (or the Enhanced Restricted Period, as applicable), if the Participant breaches the Non-Solicitation Conditions, the Confidentiality Conditions and/or the POE Agreement, in addition to all rights and remedies available to the Travelers Group at law and in equity (including without limitation those set forth in the Award Rules for involuntary termination), the Participant will immediately forfeit any portion of the Award made under this Award Agreement that has not otherwise been previously forfeited under the Award Rules in Exhibit A and that has not yet been paid, settled or vested. The Company may also require repayment from the Participant of any and all compensatory value that the Participant received for the last twelve (12) months of his or her employment and through the end of the Restricted Period (or the Enhanced Restricted Period, as applicable) from this Award or any Prior Equity Awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of any such awards, and/or any consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of any such awards). The Participant will promptly pay the full amount due upon demand by the Company, in the form of cash or shares of Common Stock at current Fair Market Value.
- (c) No Limitation on the Travelers Group's Rights or Remedies. The Participant acknowledges and agrees that the forfeiture and repayment remedies under subsection 8(b) are non-exclusive remedies and shall not limit or modify the Travelers Group's other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of this Agreement or with respect to any other covenants or agreements between the Travelers Group and the Participant or the Participant's obligations under applicable law.
- (d) Award Rules. The Award Rules provide a right to payment, subject to certain conditions, following the Participant's Termination Date if the Participant meets the Retirement Rule which, among other conditions, may require that the Participant not engage in any activities that compete with the business operations of the Travelers Group through the Vesting Date (such non-compete condition may extend beyond the Restricted Period). The remedies for a violation of such non-compete conditions are specified in the Award Rules and are in addition to any remedies of the Travelers Group under this Section 8.
- (e) Severability. If any court determines that any of the terms and conditions of Section 7 or this Section 8 are invalid or unenforceable, the remainder of the terms and conditions shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any court determines that any of the terms and conditions are unenforceable because of the duration of such terms and conditions or the area covered thereby, such court shall have the power to reduce the duration or area of such terms and conditions and, in their reduced form, the terms and conditions shall then be enforceable and shall be enforced.
- (f) Awards Subject to Recoupment. Except to the extent prohibited by law, this Award and any outstanding Prior Equity Award may be forfeited, and the compensatory value received under such awards (including without limitation the gross amount of any Common Stock distribution or cash payment made to the Participant upon the vesting, distribution, or settlement of such awards, or consideration in excess of such gross amounts received by the Participant upon the sale or transfer of the Common Stock acquired through vesting, distribution, or settlement of the awards) may be subject to recoupment by the Company, in accordance with the Company's executive compensation recoupment policy and other policies in effect from time to time with respect to forfeiture and recoupment of bonus payments, retention awards, cash or stock-based incentive compensation or awards, or similar forms of compensation, and the terms of any such policy, while it is in effect, are incorporated herein by reference. As consideration for and by accepting the Award Agreement, the Participant agrees that all the remedy and recoupment provisions of this Section 8 shall apply to any Prior Equity Award made by the Company to the Participant, shall be in addition to and shall not supersede any other remedies contained or

referenced in any such Prior Equity Award, and, accordingly, such Prior Equity Award shall become subject to both those other remedies and the terms and conditions of this Section 8.

- (g) **Survival of Provisions.** The agreements, covenants, obligations, and provisions contained in Section 7 and this Section 8 shall survive the Participant's Termination Date and the expiration of this Award Agreement, and shall be fully enforceable thereafter.

**9. Consent to Electronic Delivery.** In lieu of receiving documents in paper format, **the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company desires or may be required to deliver** (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site to which the Participant has access.

**10. Administration.** The Company's Compensation Committee or its designee administers the Plan and this Award Agreement and has the authority to interpret any ambiguous or inconsistent terms in its sole discretion. The Participant's rights under this Award Agreement are expressly subject to the terms and conditions of the Plan and to any guidelines the Compensation Committee or its designee adopts from time to time. The interpretation and construction by the Compensation Committee or its designee of the Plan and this Award Agreement, and such rules and regulations as the Compensation Committee or its designee may adopt for purposes of administering the Plan and this Award Agreement, will be final and binding upon the Participant.

**11. Entire Agreement/Amendment/Survival/Assignment.** The terms, conditions and restrictions set forth in the Plan and this Award Agreement constitute the entire understanding between the parties hereto regarding the Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of the Award Agreement that are intended to survive the Termination Date of a Participant, specifically including Sections 7 and 8 hereof, shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Travelers Group.

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a fixed duration of time. The employment relationship is "at will," which affords the Participant or the Travelers Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable law. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group. The Award granted hereunder will not form part of the Participant's regular employment compensation and will not be considered in calculating any statutory benefits or severance pay due to the Participant.

**13. No Limitation on the Company's Rights.** The Participant agrees that nothing in this Award Agreement shall in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

**14. Transfer Restrictions.** The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of the Award or his or her right hereunder to receive any Award Shares, except as otherwise provided in the Prospectus.

**15. Conflict.** In the event of a conflict between the Plan and the Award Agreement the Plan terms shall govern.

**16. Acceptance and Agreement by the Participant; Forfeiture upon Failure to Accept.** By accepting this Award, the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Award Agreement, and the Travelers Group's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the Award will lapse ninety (90) days from the Grant Date, and the Award will be forfeited on such date if the Participant does not accept the Award Agreement by such date. For the avoidance of doubt, the Participant's failure to accept the Award Agreement shall not affect his or her continuing obligations under any other agreement between any member(s) of the Travelers Group and the Participant.

**17. Waiver; Cumulative Rights.** The Company's failure or delay to require performance by the Participant of any provision of this Award Agreement will not affect its right to require performance of such provision unless and until the Company has waived such performance in writing. Each right under this Award Agreement is cumulative and may be exercised in part or in whole from time to time.

**18. Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), this Agreement will be exclusively in the courts in the State of Minnesota, City and County of St. Paul, including the Federal Courts located therein (should Federal jurisdiction exist). The parties consent to and submit to the personal jurisdiction and venue of courts of Minnesota and irrevocably waive any claim or argument that the courts in Minnesota are an inconvenient forum. The Participant agrees to accept service of any court filings and process by delivery to his or her most current home address on record with the Travelers Group via first class mail or other nationally recognized overnight delivery provider, or by any third party regularly engaged in the service of process. As consideration for and by accepting the Award, the Participant agrees that the Governing Law and Forum for Disputes provision of this Section 18 shall supersede any governing law, forum or similar provisions contained or referenced in any prior equity award made by the Company to the Participant, and, accordingly, such prior equity award shall become subject to the terms and conditions of the Governing Law and Forum for Disputes provisions of this Section 18.

**19. Personal Data.** The Participant understands that the Company and other members of the Travelers Group hold certain personal information about the Participant, which may include, without limitation, information such as his or her name, home address, telephone number, gender, date of birth, salary, nationality, job title, social insurance number or other such tax identity number and details of all Awards or other entitlement to shares of common stock awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor ("Personal Data").

The Participant understands that in order for the Company to process the Participant's Award and maintain a record of Award Shares under the Plan, the Company shall collect, use, transfer and disclose Personal Data within the Travelers Group electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social insurance number, for income reporting purposes as required by law. The Participant further understands that the Company may transfer Personal Data, electronically or otherwise, to third parties, including but not limited to such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or other members of the Travelers Group in the implementation and administration of the Plan. The Participant understands that such recipients may be located within the jurisdiction of residence of the Participant, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions applicable to those organizations, for example, lawful requirements to disclose personal information such as the Personal Data to government authorities in those countries. The Participant understands that the employees of the Travelers Group and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of his or her Personal Data by or to such entities for such purposes and the Participant accepts that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which this Award Agreement is executed. The Participant confirms that if the Participant has provided or, in the future, will provide Personal Data concerning third parties including beneficiaries, the Participant has the consent of such third party to provide their Personal Data to the Travelers Group for the same purposes.

The Participant understands that he or she may, at any time, request to review the Personal Data and require any necessary amendments to it by contacting the Company in writing. Additionally, the Participant may always elect to forgo participation in the Plan or any other award program.

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**EXHIBIT A**  
**AWARD RULES**  
**TO TRAVELERS' RESTRICTED STOCK UNIT AWARD NOTIFICATION AND AGREEMENT**

**When you leave the Travelers Group**

References to “you” or “your” are to the Participant. “Termination Date” is defined in Section 7(a) of the Award Agreement and means the date of the termination of your employment with the Travelers Group (whether voluntary or involuntary) as reflected on the books and records of the Travelers Group.

If you terminate your employment or if there is a break in your employment, your Award may be cancelled before the Vesting Date and the vesting and settlement of your Award may be affected.

The provisions in the chart below apply to Awards granted under the Plan. Depending upon your employment jurisdiction upon the Grant Date, special rules may apply for vesting, payment, exercise and settlement of your Award in cases of termination of employment if you satisfy certain age and years of service requirements (“Retirement Rule”), as set forth in “Retirement Rule” below. Participants based in countries outside the United States on the Grant Date or in California immediately prior to the Termination Date should refer to Exhibit B for special rules that apply. For the avoidance of doubt, the applicable vesting terms for your Award pursuant to Exhibits A and B shall be based on your employment jurisdiction on the Grant Date.

**If You:**

**Terminate employment or your employment is terminated by the Travelers Group for any reason other than due to death or disability (but you do not meet the Retirement Rule)**

**Become disabled (as defined under the Travelers Group’s applicable long-term disability plan or policy covering disabilities in your employment jurisdiction)**

**Take an approved personal leave of absence approved by the Travelers Group under its Personal Leave Policy, if applicable**

**Are on an approved family leave, medical leave, dependent care leave, military leave, or other statutory leave of absence or notice leave (including, without limitation, “garden leave”, but not including any period corresponding to pay in lieu of notice, severance pay or other monies on account of the cessation of your employment)**

**Die while you are employed or**

**Here’s What Happens to Your Award:**

Vesting stops and all outstanding unvested restricted stock unit Awards are cancelled effective on the Termination Date.

The restricted stock unit Award Shares will continue to vest without regard to your employment status and the shares will be issued and distributed to you upon the Vesting Date for the Award.

The vesting of outstanding restricted stock unit Awards will continue during the first three months of an approved personal leave of absence. Once the approved leave of absence exceeds three months, vesting is suspended until you return to work with the Travelers Group and remain actively employed for 30 calendar days, after which time vesting will be restored retroactively. If you terminate employment during the leave for any reason, the termination of employment provisions will apply. If leave exceeds one year, all restricted stock unit Awards will be cancelled.

Outstanding unvested restricted stock unit Awards will continue to vest while you are on such leave.

Outstanding unvested restricted stock unit Awards will vest

**following employment while your Award is outstanding**

immediately and the shares will be issued and distributed to your estate as soon as practical thereafter.

**Retirement Rule**

If, as of your Termination Date, you are at least (i) age 65, (ii) age 62 with one or more full years of service, or (iii) age 55 with 10 or more full years of service, then you meet the "Retirement Rule."

The Retirement Rule will not apply to your Award or any Prior Equity Award if you were involuntarily terminated for gross misconduct or for cause (as determined by the Company in its sole discretion) or you voluntarily terminated your employment where grounds for involuntary termination for gross misconduct or for cause existed (as determined by the Company in its sole discretion at the time of or following your termination of employment). If you retire and do not meet the Retirement Rule, you will be considered to have resigned.

**If You:**

**Meet the Retirement Rule (subject to Exhibit B, if applicable)**

Your restricted stock unit Award Shares will continue to vest and the shares will be issued and distributed to you upon the Vesting Date for the Award, provided that, during the period prior to the Vesting Date, you do not engage in any activities that compete with the business operations of the Travelers Group (as determined by the Company in its sole discretion), including, but not limited to, working for another insurance company engaged in the property casualty insurance business as either an employee or independent contractor. You are not subject to this non-compete provision if you are terminated involuntarily or if you are employed in any state where state law prohibits such non-compete provisions, but you remain subject to Sections 7 and 8 of the Award Agreement, and the POE Agreement.

When called for under the above rules, you will be required to certify to the Company that you have not engaged in any activities that compete with the business operations of the Travelers Group since your Termination Date. You may be required to provide the Company with other evidence of your compliance with the Retirement Rule as the Company may require. In the event that you are determined to have engaged in competitive activities while receiving the benefit of continued vesting pursuant to the Retirement Rule (other than following an involuntary termination), any outstanding portion of the Award will be immediately forfeited and any portion of the Award previously paid to you will be subject to recoupment by the Company in accordance with Section 8(f) of the Award Agreement.

## EXHIBIT B

### Special Rules Applicable to Participants Based in Certain Jurisdictions

#### Terms and Conditions

This Exhibit B includes additional and/or alternative terms and conditions that govern the Award granted to the Participant under The Travelers Companies, Inc. 2014 Stock Incentive Plan (the "Plan") if the Participant is employed in one of the jurisdictions listed below on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date. Capitalized terms used but not defined in this Exhibit B are defined in the Plan and/or Award Agreement and have the meanings set forth therein. To the extent that this Exhibit B is applicable to the Participant (based on the Participant's place of employment on the Grant Date or on the Termination Date if the Participant is employed in California immediately prior to such Termination Date), the provisions set forth in this Exhibit B will apply to the Participant and will supersede the corresponding provisions set forth in the Award Agreement with respect to the Participant.

#### Notifications

This Exhibit B also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant should not rely on the information noted in this Exhibit B as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant's Award hereunder is settled.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's jurisdiction may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a jurisdiction other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another jurisdiction for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

\* \* \*

## **Brazil**

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.
  - ... The non-solicitation restrictions in Section 7(c) of the Award Agreement shall not apply with respect to any prospective clients of the Company who are not current clients of the Company while the Participant maintains an employment relationship with the Company.
  - ... Section 12 of the Award Agreement shall be revised to read as follows:
    - ... 12. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.
  - ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in Brazil, at the city where the participant renders his/her services.
  - ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.
  - ... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.
-

## California

... If the Participant is employed in the State of California immediately prior to the Termination Date, then Sections 7(b) and 7(c) of the Award Agreement shall be restated to read as follows:

7(b) Non-Solicitation of Employees. The Participant acknowledges that the Travelers Group sustains its operations and the goodwill of its clients, customers, policyholders, producers, agents and brokers (its "Customers") through its employees. The Travelers Group has made significant investment in its employees and their ability to establish and maintain relationships with each other and with the Travelers Group's Customers in order to further its operations and cultivate goodwill. The Participant acknowledges that the loss of the Travelers Group's employees could adversely affect its operations and jeopardize the goodwill that has been established through these employees, and that the Travelers Group therefore has a legitimate interest in preventing the solicitation of its employees. Accordingly, the Participant hereby agrees that during the Restricted Period, the Participant will not, directly or indirectly, seek to recruit or solicit, attempt to influence or assist, participate in, or promote the solicitation of the employment of any person who was or is employed by the Travelers Group at any time during the last three months of the Participant's employment or during the Restricted Period. The Participant shall not engage in the aforesaid conduct through a third party for the purpose of colluding to avoid the restrictions in this Section 7(b). Without limiting the generality of the restrictions under this Section 7(b), by way of example, the restrictions under this Section shall prohibit the Participant from (i) initiating communications with a Travelers Group employee in connection with a current or future employment opportunity outside of the Travelers Group, (ii) identifying Travelers Group employees to potentially be solicited, and/or (iii) otherwise assisting or participating in the solicitation of a Travelers Group employee.

Notwithstanding the foregoing, the Non-Solicitation Conditions do not preclude the Participant from directing a third party (including but not limited to employees of his/her subsequent employer or a search firm) to broadly solicit, recruit, and hire individuals, some of whom may be employees of the Travelers Group, provided, that the Participant does not direct such third party specifically to solicit employees of the Travelers Group generally or specific individual employees of the Travelers Group.

7(c) Non-Solicitation of Business. The Participant acknowledges that by virtue of his or her employment with the Travelers Group, he or she may have had access to Trade Secrets and/or Confidential Information (as defined in Section 7(f)) about the Travelers Group's Customers and is, therefore, capable of significantly and adversely impacting existing relationships that the Travelers Group has with them. The Participant further acknowledges that the Travelers Group has invested in its and the Participant's relationship with its Customers and the goodwill that has been developed with them and therefore has a legitimate interest in protecting these relationships against Participant's use of Trade Secrets and/or Confidential Information to solicit Customers and/or otherwise interfere with these customer relationships. If, after the Termination Date, the Participant accepts a position as an employee, consultant or contractor with a "Competitor" (as defined below), then the Participant will not utilize Trade Secrets and/or Confidential Information to directly or indirectly, solicit, interfere with or attempt to influence any Customer of the Travelers Group to discontinue business with the Travelers Group and/or move existing or future business of the Travelers Group elsewhere. This restriction applies with respect to any business of any current or prospective client, customer or policyholder of the Travelers Group on which the Participant gained access to Trade Secrets and/or Confidential Information during the Participant's employment with the Travelers Group. In addition to the foregoing restriction, the Participant agrees not to utilize Trade Secrets and/or Confidential Information in the negotiation, competition for, solicitation or execution of any individual book roll over(s) or other book of business transfer arrangements involving the transfer of business away from the Travelers Group. As used herein, "Competitor" shall include any business enterprise or organization, including, without limitation, agents, brokers and producers, that engages in, owns or controls a significant interest in any entity that engages in the sale of products and/or performance of services of the type sold or performed by the Travelers Group and/or provides advice relating to such products and services.

**Canada**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group. Nothing contained herein shall be deemed to give the Participant the right to be retained in the service of the Travelers Group or to interfere with the right of the Travelers Group to terminate the employment of the Participant at any time.

## **India**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... To the extent that the Company elects to enforce the forfeiture and repayment provisions under Section 8(b) of the Award Agreement by re-acquiring shares of Common Stock held by the Participant, the Company will pay nominal consideration, as determined at the discretion of the Company, for such shares and/or obtain approval from the Reserve Bank of India, to the extent required under applicable law.

... Section 18 of the Award Agreement shall be revised to read as follows:

18 **Governing Law and Forum for Disputes.** The Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of Minnesota. Any dispute, claim or controversy arising under, out of, or in connection with or in relation to this Award Agreement or the Plan, or any breach, termination or validity thereof, shall be finally determined and adjudicated through arbitration by a sole arbitrator located in Mumbai, India. The arbitration proceedings shall be conducted in accordance with the SIAC Rules in effect at the time of arbitration, and judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the parties or their assets. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable. To the extent permitted by law, the arbitrator's fees and expenses will be borne equally by each party. In the event that an action is brought to enforce the provisions of this Award Agreement or the Plan pursuant to this Section 18, each party shall pay its own attorneys' fees and expenses regardless of whether there is a prevailing party in the opinion of the arbitrator deciding such action or the court in which any such arbitration award is entered. Without prejudice to the rights of the Company under this Section, if the Participant breaches, or proposes to breach the provisions of this Award Agreement or Plan, the Company and the Travelers Group shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

## **Republic of Ireland**

... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations thereunder) will not apply to the Participant.

... Section 12 of the Award Agreement shall be revised to read as follows:

**12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with the Travelers Group for a definite period of time. The Travelers Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment with the Travelers Group, subject to applicable Irish law and the terms of the Participant's employment contract.

... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be in a court of law based in the Republic of Ireland. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.

... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1988 together with the Data Protection (Amendment) Act 2003 (collectively, the "Irish DPA Act"). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Irish DPA Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.

... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant's termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.

## United Kingdom

- ... References in the Award Agreement and Exhibit A thereto to the POE Agreement (and related obligations) will not apply to the Participant.
- ... The Restricted Period, as defined in Section 7(a) of the Award Agreement, will include any period during which the Participant is placed on “garden leave.”
- ... The restrictions under Section 7(b) of the Award Agreement related to non-solicitation of employees shall only apply with respect to employees with whom the Participant had material dealings during the 12 months preceding the date of the Participant’s termination of employment with the Travelers Group, and such restrictions shall not apply with respect to any secretarial or administrative assistant employees of the Travelers Group.
- ... The “Enhanced Restricted Period” defined under Section 7(c) of the Award Agreement shall be limited to 12 months following the Termination Date (i.e., the same duration as the normal Restricted Period). Additionally, under Section 7(c) of the Award Agreement:
- (i) the restrictions relating to recruiting or solicitation of, interference with, attempting to influence or otherwise affecting any client, customer, policyholder or agent of the Travelers Group shall be limited to such clients, customers, policyholders or agents with which the Participant had material dealings within the 12 months preceding the Termination Date; and
  - (ii) the references to “business” (aside from references to “book of business”) shall be limited to business activities with which the Participant was materially involved during the 12 months preceding the Termination Date.
- ... Section 12 of the Award Agreement shall be replaced with the following:
- 12. No Right to Employment.** The Participant agrees that nothing in this Award Agreement constitutes a contract of employment or guarantees employment with any member of the Travelers Group for a fixed duration of time. Each member of the Travelers Group retains the right to decrease the Participant’s compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant’s employment with the Travelers Group, subject to applicable law and the terms of the Participant’s employment contract. Upon termination of the Participant’s employment (for whatever reason) the Participant will have no rights as a result of this Award Agreement or any alleged breach of this Award Agreement or otherwise to any compensation under or in respect of any shares, share options, restricted stock units, long-term incentive plans or any other profit sharing scheme in which the Participant may participate or have received grants or allocations on or before the date on which the Participant’s employment terminates. Any rights which the Participant may have under such schemes will be exclusively governed by the rules of such schemes from time to time.
- ... Section 18 of the Award Agreement shall be revised to provide that the venue for any disputes related to the Award Agreement shall be the Courts of England and Wales. In all other respects, the regular provisions set forth in Section 18 of the Award Agreement (including with respect to Minnesota governing law) shall apply.
- ... Further to the provisions as set out in Section 19 of the Award Agreement, the Travelers Group agrees that it will comply with the provisions of the Data Protection Act 1998 (the “Act”). The Participant consents to the Company, the Travelers Group and any other third parties as described in Section 19 processing and transferring their personal data (as defined in the Act), outside of the European Economic Area even where the country or territory in question does not maintain adequate data protection standards.
- ... The provisions in Exhibit A related to the Retirement Rule shall be inapplicable to the Participant. Accordingly, upon the Participant’s termination of employment for any reason other than due to death or Disability (regardless of whether the Participant meets the Retirement Rule), vesting of

the Award will cease and all outstanding unvested restricted stock units will be cancelled effective on the Termination Date.

... The provisions in Exhibit A related to disability shall be inapplicable to the Participant for so long as the Participant remains employed by the Travelers Group. Accordingly, a disabled Participant who remains employed by the Travelers Group shall be treated as a continuing employee in all respects for purposes of vesting and other rights with respect to the Award.

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## Section 9: EX-12.1 (EX-12.1)

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Exhibit 12.1

### THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

<u>(for the year ended December 31, in millions, except ratios)</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Income before income taxes	\$ 4,740	\$ 5,089	\$ 4,945	\$ 3,166	\$ 1,352
Interest	373	369	361	378	386
Portion of rentals deemed to be interest	66	71	64	64	63
<b>Income available for fixed charges</b>	<u>\$ 5,179</u>	<u>\$ 5,529</u>	<u>\$ 5,370</u>	<u>\$ 3,608</u>	<u>\$ 1,801</u>
Fixed charges:					
Interest	\$ 373	\$ 369	\$ 361	\$ 378	\$ 386
Portion of rentals deemed to be interest	66	71	64	64	63
<b>Total fixed charges</b>	<u>439</u>	<u>440</u>	<u>425</u>	<u>442</u>	<u>449</u>
Preferred stock dividend requirements	—	—	—	—	1
<b>Total fixed charges and preferred stock dividend requirements</b>	<u>\$ 439</u>	<u>\$ 440</u>	<u>\$ 425</u>	<u>\$ 442</u>	<u>\$ 450</u>
<b>Ratio of earnings to fixed charges</b>	<u>11.78</u>	<u>12.57</u>	<u>12.63</u>	<u>8.17</u>	<u>4.01</u>
<b>Ratio of earnings to combined fixed charges and preferred stock dividend requirements</b>	<u>11.78</u>	<u>12.57</u>	<u>12.63</u>	<u>8.17</u>	<u>4.00</u>

The ratio of earnings to fixed charges is computed by dividing income available for fixed charges by the fixed charges. For purposes of this ratio, fixed charges consist of that portion of rentals deemed representative of the appropriate interest factor.

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[THE TRAVELERS COMPANIES, INC. AND SUBSIDIARIES COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES](#)  
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## Section 10: EX-21.1 (EX-21.1)

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Exhibit 21.1

<u>Name of Subsidiaries of The Travelers Companies, Inc.</u>	<u>State or Other Jurisdiction of Incorporation</u>
Travelers Property Casualty Corp.	Connecticut
Constitution Plaza, Inc.	Connecticut
Travelers Insurance Group Holdings Inc.	Delaware
The Standard Fire Insurance Company	Connecticut
Standard Fire Properties, LLC	Delaware
Bayhill Restaurant II Associates	California
Standard Fire UK Investments LLC	Delaware
The Automobile Insurance Company of Hartford, Connecticut	Connecticut
Auto Hartford Investments LLC	Delaware
Travelers Personal Security Insurance Company	Connecticut
Travelers Property Casualty Insurance Company	Connecticut
Travelers Personal Insurance Company	Connecticut
Travelers Texas MGA, Inc.	Texas
The Travelers Indemnity Company	Connecticut
Arch Street North LLC	Delaware
Gulf Underwriters Insurance Company	Connecticut
Select Insurance Company	Texas
Travelers Casualty and Surety Company of Europe Limited	United Kingdom
First Floridian Auto and Home Insurance Company	Florida
Travelers Distribution Alliance, Inc.	Delaware
Travelers Indemnity U.K. Investments LLC	Connecticut
The Charter Oak Fire Insurance Company	Connecticut
Commercial Guaranty Insurance Company	Delaware
Jupiter Holdings, Inc.	Minnesota
American Equity Insurance Company	Arizona
American Equity Specialty Insurance Company	Connecticut
Northland Insurance Company	Connecticut
Northfield Insurance Company	Iowa
Northland Casualty Company	Connecticut
The Phoenix Insurance Company	Connecticut
Constitution State Services LLC	Delaware
Phoenix UK Investments LLC	Delaware
The Travelers Indemnity Company of America	Connecticut
The Travelers Indemnity Company of Connecticut	Connecticut
Travelers Property Casualty Company of America	Connecticut
The Premier Insurance Company of Massachusetts	Connecticut
The Travelers Home and Marine Insurance Company	Connecticut
The Travelers Lloyds Insurance Company	Texas
Travelers Marine, LLC	Delaware
TPC U.K. Investments LLC	Delaware
TravCo Insurance Company	Connecticut
Travelers Commercial Casualty Company	Connecticut
TPC Investments, Inc.	Connecticut
Travelers (Bermuda) Limited	Bermuda
Travelers Casualty and Surety Company	Connecticut
8527512 Canada Inc.	Canada

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<u>Name of Subsidiaries of The Travelers Companies, Inc.</u>	<u>State or Other Jurisdiction of Incorporation</u>
The Dominion of Canada General Insurance Company(1)	Canada
Farmington Casualty Company	Connecticut
Travelers MGA, Inc.	Texas
Travelers Casualty and Surety Company of America	Connecticut
Travelers Global, Inc.	Delaware
Travelers Brazil Holding LLC	Delaware
Travelers Brazil Acquisition LLC	Delaware
Travelers Participações em Seguros Brasil S.A.	Brazil
Travelers Seguros Brasil S.A.	Brazil
Travelers Casualty Insurance Company of America	Connecticut
Travelers Casualty Company of Connecticut	Connecticut
Travelers Casualty UK Investments LLC	Delaware
Travelers Commercial Insurance Company	Connecticut
Travelers Excess and Surplus Lines Company	Connecticut
Travelers Lloyds of Texas Insurance Company	Texas
Travelers Insurance Company of Canada	Canada
St. Paul Fire and Marine Insurance Company	Connecticut
St. Paul Mercury Insurance Company	Connecticut
St. Paul Guardian Insurance Company	Connecticut

St. Paul Fire and Casualty Insurance Company	Wisconsin
St. Paul Surplus Lines Insurance Company	Delaware
The Travelers Casualty Company	Connecticut
Travelers Constitution State Insurance Company	Connecticut
Northbrook Holdings, Inc.	Delaware
Discover Property & Casualty Insurance Company	Connecticut
St. Paul Protective Insurance Company	Connecticut
350 Market Street, LLC	Delaware
United States Fidelity and Guaranty Company	Connecticut
Fidelity and Guaranty Insurance Underwriters, Inc.	Wisconsin
Fidelity and Guaranty Insurance Company	Iowa
Discover Specialty Insurance Company	Connecticut
Camperdown Corporation	Delaware
St. Paul London Properties, Inc.	Minnesota
TCI Global Services, Inc.	Delaware
SPC Insurance Agency, Inc.	Minnesota
Travelers Management Limited	United Kingdom
Travelers Insurance Company Limited	United Kingdom
Travelers London Limited	United Kingdom
F&G UK Underwriters Limited	United Kingdom
Travelers Syndicate Management Limited	United Kingdom
Travelers Asia Pte. Ltd.	Singapore
Aprilgrange Limited	United Kingdom
Travelers Underwriting Agency Limited	United Kingdom

- (1) The Dominion of Canada General Insurance Company is a wholly-owned subsidiary of 8527512 Canada Inc., which is jointly owned by Travelers Casualty and Surety Company, which holds a 77.52% interest, and St. Paul Fire and Marine Insurance Company, which holds a 22.48% interest.

The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934. In addition to what is listed above, the Company has a 49.5% interest in (i) J. Malucelli Participações em Seguros e Resseguros S.A., a Brazilian company, which has two direct wholly-owned Brazilian subsidiaries, J. Malucelli Seguradora S.A. and J. Malucelli Resseguradora S.A, and one indirect wholly-owned Brazilian subsidiary, J. Malucelli Control de Riscos Ltda and (ii) J. Malucelli Latam S.A., a Brazilian company, which owns 51% of JMalucelli Travelers Seguros S.A., a Colombian company.

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## Section 11: EX-23.1 (EX-23.1)

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**Exhibit 23.1**

### **Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
The Travelers Companies, Inc.:

We consent to the incorporation by reference in the registration statements (SEC File No. 33-56987, No. 333-50943, No. 333-63114, No. 333-63118, No. 333-65726, No. 333-107698, No. 333-107699, No. 333-114135, No. 333-117726, No. 333-120998, No. 333-128026, No. 333-157091, No. 333-157092, No. 333-164972, No. 333-176002 and No. 333-196290) on Form S-8 and (SEC File No. 333-189434) on Form S-3 of The Travelers Companies, Inc. and subsidiaries of our reports dated February 11, 2016, with respect to the consolidated balance sheet of The Travelers Companies, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and all related financial statement schedules, and the effectiveness of internal control over financial reporting as of December 31, 2015, which reports appear in the December 31, 2015 annual report on Form 10-K of The Travelers Companies, Inc.

/s/ KPMG LLP

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KPMG LLP

New York, New York  
February 11, 2016

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## Section 12: EX-24.1 (EX-24.1)

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Exhibit 24.1

### POWER OF ATTORNEY

Know all persons by these presents, that I, the undersigned, a director of The Travelers Companies, Inc., a Minnesota corporation (the "Corporation"), do hereby make, nominate and appoint Kenneth F. Spence III and Wendy C. Skjerven, and each of them, to be my attorney-in-fact, with full power and authority to sign on my behalf a Form 10-K for the year ended December 31, 2015, to be filed by the Corporation with the Securities and Exchange Commission, and any amendments thereto, which shall have the same force and effect as though I had manually signed the Form 10-K or any amendments thereto.

	<u>Date</u>
By <u>          /s/ ALAN L. BELLER          </u> <b>Alan L. Beller</b>	February 3, 2016
By <u>          /s/ JOHN H. DASBURG          </u> <b>John H. Dasburg</b>	February 3, 2016
By <u>          /s/ JANET M. DOLAN          </u> <b>Janet M. Dolan</b>	February 3, 2016
By <u>          /s/ KENNETH M. DUBERSTEIN          </u> <b>Kenneth M. Duberstein</b>	February 3, 2016
By <u>          /s/ JAY S. FISHMAN          </u> <b>Jay S. Fishman</b>	February 3, 2016
By <u>          /s/ PATRICIA L. HIGGINS          </u> <b>Patricia L. Higgins</b>	February 3, 2016
By <u>          /s/ THOMAS R. HODGSON          </u> <b>Thomas R. Hodgson</b>	February 3, 2016
By <u>          /s/ WILLIAM J. KANE          </u> <b>William J. Kane</b>	February 3, 2016
By <u>          /s/ CLEVE L. KILLINGSWORTH JR.          </u> <b>Cleve L. Killingsworth Jr.</b>	February 3, 2016
By <u>          /s/ PHILIP T. RUEGGER III          </u> <b>Philip T. Ruegger III</b>	February 3, 2016
By <u>          /s/ DONALD J. SHEPARD          </u> <b>Donald J. Shepard</b>	February 3, 2016
By <u>          /s/ LAURIE J. THOMSEN          </u> <b>Laurie J. Thomsen</b>	February 3, 2016



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## Section 14: EX-31.2 (EX-31.2)

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**Exhibit 31.2**

### CERTIFICATION

I, Jay S. Benet, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2015 of The Travelers Companies, Inc. (the Company);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: February 11, 2016

By:

/s/ JAY S. BENET

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**Jay S. Benet**  
**Vice Chairman and Chief Financial Officer**





## QuickLinks

[Exhibit 32.2](#)

[THE TRAVELERS COMPANIES, INC. CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

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