

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company
No. 8:18-cv-00362-JMG-SMB

A federal court authorized this notice. This is not a solicitation from a lawyer.

You may have received a summary notice in the mail or an email regarding the proposed Settlement in the above referenced litigation. This notice provides more detail regarding the Settlement. You received a notice in the mail or an email because records indicate that you purchased a single-trip travel protection plan from Travelex Insurance Services, Inc. (“TIS”) and Transamerica Casualty Insurance Company (“TCIC”) (collectively, “Defendants”), cancelled your trip prior to departure, initiated a claim for trip cancellation coverage, and did not receive a premium refund. In this lawsuit, the Plaintiff, on behalf of a class, alleges that Defendants unlawfully retained premiums attributable to post-departure insurance benefits when covered trips were cancelled prior to departure. Defendants deny that they violated the law in any fashion but have agreed to settle the lawsuit to avoid the time, expense, and uncertainty associated with further litigation. Your legal rights will be affected by the Settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the Settlement, or objecting to the Settlement.

- Payments to participating Settlement Class Members will vary depending on a variety of factors, based on a percentage of the premium paid for the travel protection plan, with a minimum payment of \$5.00. The final amount of monetary payment you will receive depends on the amount of premium you paid, and other factors, as further described in the Settlement Agreement. For more information about the estimated amount Settlement Class Members will receive under the Settlement, please visit www.TravelPlanSettlement.com.
- The Court still has to decide whether to approve this Settlement, which may take some time.

ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS MAY BE FOUND AT: www.TravelPlanSettlement.com. You may also call the Settlement Administrator toll-free at (833) 370-1212.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE COURT OR THE CLERK’S OFFICE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	<i>Class Members Entitled to Autopay.</i> If you do nothing, you are eligible to receive an automatic payment. The amount of the payment will be based on a percentage of the travel insurance premium, with a minimum payment of no less than \$5.00. The exact amount of the payment will depend on a number of factors, including the number of Settlement Class Members who can be located, the amount of attorneys’ fees and expenses, the Class Representative service payment, and administration costs. You will release any claim you may have against Defendants. The automatic payment will be by check, except that if you would like to receive your payment via electronic means, like Venmo or Paypal, rather than by check, please visit www.TravelPlanSettlement.com .
Exclude Yourself	If you exclude yourself from the Settlement, you will not receive any monetary payment. By excluding yourself, you will not release any claim you may have against Defendants.
Object	You may tell the Court why you believe the Settlement should not be approved. If the Settlement is not approved, no one will be paid.

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Basic Information

1. Why I am seeing this Notice?

The Court in this case has approved the posting of this Notice on www.TravelPlanSettlement.com so that it may be viewed by Settlement Class Members. The Class Members are:

All persons in the United States who have been identified by Defendants as insured under a Travel Plan purchased within the Class Period [the period of January 1, 2014 to December 31, 2017], and for whom a claim for trip cancellation benefits was initiated under the Travel Plan. The Parties have acknowledged that the third party administrator handling trip cancellation claims for the Travel Plans identified no more than 105,284 potential Settlement Class Members. Excluded from the Settlement Class are: (i) all persons who previously received a refund of premium from the Defendants for any Travel Plan(s) at issue in the Litigation; (ii) all persons who previously entered into a written agreement with the Defendants releasing all claims related to a Travel Plan(s) at issue in the Litigation; (iii) all insureds for whom no premium was charged under a Travel Plan; and (iv) all persons who during the Class Period were officers, directors, or employees of either of the Defendants.

All capitalized terms are defined in the Settlement Agreement, which you may view or download at www.TravelPlanSettlement.com. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice contains only a summary of the Settlement Agreement.

If you are a Settlement Class member, you should have received an email and/or postcard mailing informing you that you are a Settlement Class member. If you think you are a member of the Settlement Class but did not receive an email or a postcard mailing, you may contact the Settlement Administrator at info@TravelPlanSettlement.com. Class membership was determined based on records that were previously collected in connection with the Settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: www.TravelPlanSettlement.com. This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the United States District Court for the District of Nebraska. The lawsuit is called *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company No. 8:18-cv-00362-JMG-SMB*. Michelle Anderson, the person who filed this lawsuit, is called the Plaintiff, and TIS and TCIC are called the Defendants.

2. What is the lawsuit about?

Plaintiff alleges that Defendants were unjustly enriched and violated the Nebraska Consumer Protection Act by failing to provide partial premium refunds attributable to post-departure insurance benefits when a covered trip was cancelled prior to departure.

Defendants vigorously deny the Plaintiff's claims and deny all liability to Plaintiff and the Settlement Class. Defendants deny that they have violated the law in any manner whatsoever, and have raised a number of defenses to the claims asserted.

The Parties are settling the lawsuit to avoid the risks, uncertainties and expenses associated with contested litigation. No court has found Defendants to have violated the law in any way. No court has found that the Plaintiff or the Settlement Class could recover any amount in this lawsuit.

Although the Court has authorized notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. One court resolves the issues for everyone in the class -- except for those people who choose to exclude themselves from the class. Any settlement of the case resolves the claims for all people in the class. The lawyers appointed by the Court to represent the Class are called “Class Counsel.”

If approved by the Court, the proposed Settlement would fully and finally resolve, on the terms described below and in the Settlement Agreement, any claims related to partial premium refunds you may have against Defendants relating to any single-trip travel protection plan purchased by you from Defendants during the Class Period.

4. Why is there a settlement?

The Court did not decide this case in favor of the Plaintiff or in favor of Defendants. If approved, the Settlement will stop the Parties from litigating anymore. If the lawsuit continued, Defendants would seek the dismissal of the case and oppose class certification, and therefore the potential exists that the Settlement Class would receive nothing. There also is the possibility that Defendants would be required to pay more than they have agreed to pay as a result of the Settlement.

Class Counsel investigated the facts and law regarding the Plaintiff’s claims and Defendants’ asserted defenses. The Parties engaged in extensive and arms-length negotiations to reach this Settlement. Plaintiff and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Both sides agree that, by settling, Defendants are not admitting any liability or that they did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is in the Settlement?

5. How do I know if I am part of the Settlement?

You are part of the Settlement Class if you purchased on or after January 1, 2014 and on or before December 31, 2017 a single-trip travel protection plan sold by Defendants, initiated a trip cancellation claim, and did not receive a refund of any portion of the premium paid for the travel protection plan. If you are part of the Settlement, you should have received a postcard notice in the mail or an email informing you that you are a member of the Settlement Class.

This Settlement does not relate to the COVID-19 pandemic or travel protection plans purchased after December 31, 2017.

If you think you are a member of the Settlement Class but did not receive an email or a postcard mailing, you may contact the Settlement Administrator at Travel Plan Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Class membership was determined based on records that were previously collected in connection with the Settlement.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

The Settlement provides money for Settlement Class Members. Defendants will provide a settlement fund of \$3,237,500. This money will be available for payment to approximately 105,294 potential Settlement Class Members, and will also be used to pay for any court-approved attorneys’ fees and expenses, a Class Representative service payment, and administration costs. A portion of the Settlement fund that is not directly distributed to Settlement Class Members may be distributed to a charity with the Court’s approval.

The exact amount each Settlement Class Member will receive depends on the amount that person paid in premium for your travel protection plan, the number of Settlement Class Members who can be located, and the amounts of fees, expenses, and service payment approved by the Court. Those who qualify for payment will receive a percentage of the travel insurance premium, with a minimum payment of \$5.00. For more information about the estimated amount Settlement Class Members will receive under the Settlement, please visit www.TravelPlanSettlement.com.

7. How can I get a monetary payment?

If you are a Settlement Class Member, you do not need to do anything to be eligible to receive a payment.

If you have a new address, you must mail a notification of your new address to the Settlement Administrator, contact Class Counsel, or submit a change of address online at www.TravelPlanSettlement.com. If you would like to receive your payment via electronic means, like Venmo or Paypal, rather than by check, please visit www.TravelPlanSettlement.com.

8. When would I get my monetary payment?

The Court will hold a final approval hearing on **September 22, 2021**, to decide whether to approve the settlement. If the settlement is approved, there may be appeals. Payments to eligible members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to receive a monetary payment?

Upon the Court's approval of the Settlement, all Settlement Class Members who have not timely and properly opted out of or excluded themselves from the Settlement Class will fully release Defendants from any and all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or that could have been alleged or asserted in the lawsuit. The Released Claims do not include either pending or as yet unfiled policyholder claims for trip cancellation benefits under the Travel Plans.

This release may affect your rights. To view the full terms of the release that are contained in the Settlement Agreement, please visit www.TravelPlanSettlement.com.

10. How do I exclude myself from the Settlement?

If you choose to be excluded from the Settlement (or "opt out"), you will not be bound by any judgment or other final disposition of the lawsuit. However, you will not receive any payment. You will retain any claims against Defendants you might have. To opt out, you must state in writing your desire to be excluded from the Settlement Class. To be valid, your submission must be signed by you and dated, must provide your full name (and former names, if applicable), current address, and current telephone number. You can only submit a request for exclusion for yourself, and not for any other Class members.

Your request for exclusion must be sent by first class mail, postmarked on or before September 14, 2021, addressed to:

Travel Plan Settlement
Attn: Opt Out
1650 Arch St., Suite 2210
Philadelphia, PA 19103

If the request is not postmarked on or before September 14, 2021, your request for exclusion will be invalid, and you will be bound by the terms of the settlement approved by the Court, including the judgment ultimately rendered in the case, and you will be subject to the release referenced in paragraph 9 above.

11. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, you should speak to your lawyer in that lawsuit.

12. If I exclude myself, can I get a monetary payment from this Settlement?

No. If you exclude yourself, you are not part of the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

The Court has appointed Berger Montague PC as Lead Class Counsel:

Shanon J. Carson
Peter R. Kahana
Lane L. Vines
Y. Michael Twersky
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

John G. Albanese
Berger Montague PC
1229 Tyler Street, Suite 205
Minneapolis, MN 55413

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney. You may contact Lead Class Counsel by emailing John Albanese, jalbanese@bm.net, or calling 612-594-5997.

14. How will the lawyers and Class Representative be paid?

Class Counsel have not been paid anything for their representation of the Settlement Class to date. They have paid expenses for the litigation out of their own pockets. If they were to lose the case, they would be paid nothing.

In connection with this Settlement, Class Counsel intend to apply to the Court for payment of attorneys' fees in an amount not to exceed one-third of the total Settlement Amount, as well as payment of reasonably incurred expenses, not to exceed \$75,000. The Court will evaluate whether this request for fees and expenses is reasonable in light of Class Counsel's skill and the risk they undertook in bringing the lawsuit. The Court may award less.

The Court has appointed the Plaintiff Michelle Anderson as the Class Representative. Class Counsel also will seek a Class Representative service payment for her services to the Settlement Class Members, in an amount not to exceed \$6,500. This compensation is intended to pay the Class Representative for the time and effort she put into bringing and prosecuting this lawsuit on behalf of everyone in the Settlement Class.

The costs of settlement notice and administration are expected to be approximately \$165,000. If awarded by the Court, all of these amounts will be paid from the settlement fund.

Objecting to the Settlement

15. How do I tell the Court that I don't like the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can ask the Court to deny approval of the Settlement by filing an objection with the Settlement Administrator and the Court. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as is. If the Court denies approval, then no Settlement Payments will be sent out and the case will continue.

If you submit a written objection, you may also appear at the Final Approval Hearing, either in person, or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections must include a detailed written statement, setting forth your objection in detail and any specific aspects of the Settlement you are challenging; the specific reasons for your objection, any evidence and legal authority that you wish to bring to the Court's attention; and whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class. Your objection must also include: (1) your printed name, address, telephone number, and email address; (2) evidence showing that you are a Settlement Class Member; (3) any other supporting papers, materials, or briefs that you would like the Court to consider when reviewing the objection; (4) your actual written signature; and (5) a statement of whether you or your lawyer intends to appear at the Final Approval Hearing; and, if so, (6) the name of your lawyer, and the names of any intended witnesses with a summary of their expected testimony.

Objections must be submitted to the Settlement Administrator, Travel Plan Settlement, Attn: Objection, 1650 Arch St., Suite 2210, Philadelphia, PA 19103 and filed with the Court, the United States District Court for the District of Nebraska, File: *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company* No. 8:18-cv-00362-JMG-SMB. Your objection must be submitted to the Settlement Administrator with a postmark on or before **September 14, 2021** and filed with the Court on or before **September 14, 2021**.

Any member of the Settlement Class who does not submit an objection in the time and manner described above will not be permitted to raise that objection later.

16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you believe the Settlement is not fair, adequate, or reasonable. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the litigation no longer affects you.

17. Where and when will the Court decide whether to approve the Settlement?

There will be a Final Approval Hearing to consider approval of the proposed settlement on **September 22, 2021** at **10:00 a.m.** in Courtroom 1, Robert V. Denney Federal Building, 100 Centennial Mall North, Lincoln, Nebraska. The hearing may be postponed to a later date without further notice and may occur via remote means such a teleconference or Zoom. Settlement Class Members should check www.TravelPlanSettlement.com regularly for any changes to this date or method of attending. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of Settlement, and whether the Settlement Class is adequately represented by the Class Representative and Class Counsel; and whether an order and Final Judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for payment of attorneys' fees and expenses and the Class Representative's service compensation.

You do not need to appear at the hearing. You will be represented at the Final Approval Hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing.

18. Do I have to come to the Final Approval Hearing?

No. Class Counsel will represent the Settlement Class at the Final Approval Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you timely submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

19. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 15 above. You cannot speak at the hearing if you excluded yourself.

Getting More Information

20. Are there more details about the Settlement?

This Notice is only a summary. For a more detailed statement of the matters involved in the litigation or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, Robert V. Denney Federal Building, 100 Centennial Mall North, Lincoln, Nebraska, File: *Anderson v. Travelex Insurance Services, Inc. and Transamerica Casualty Insurance Company* No. 8:18-cv-00362-JMG-SMB. The full Settlement Agreement and certain pleadings filed in the case are also available at www.TravelPlanSettlement.com or can be requested, in writing from the Settlement Administrator.

21. How do I get more information?

You can visit www.TravelPlanSettlement.com or contact the lawyers representing the Settlement Class, identified in Paragraph 13 above. You can also correspond with the Settlement Administrator at 1650 Arch St. Suite 2210, Philadelphia, PA 19103.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
FOR INFORMATION ABOUT THIS LITIGATION OR THE SETTLEMENT**