

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

CASE NO.: 18-cv-62193-RNS

MILITA BARBARA DOLAN  
on behalf of herself and all others  
similarly situated,

Plaintiffs,

v.

**CLASS ACTION**

JETBLUE AIRWAYS CORPORATION,

Defendant.

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**AMENDED COMPLAINT**

Plaintiff Milita Barbara Dolan, on behalf of herself and all others similarly situated, sues Defendant JetBlue Airways Corporation (“JetBlue”) and alleges as follows.

**INTRODUCTION**

1. This is a class action filed to redress injuries that Plaintiff and a class of consumers have suffered, and will continue to suffer, as a result of JetBlue’s deceptive and illegal practices relating to trip insurance sold on its website, in violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961, *et. seq.*, and state law.

2. On its website, and throughout the online process of purchasing a flight ticket and trip insurance, Defendant engages in a deceptive scheme to induce its customers to purchase travel insurance policies, while concealing its own financial interest in policy sales. JetBlue leaves the consumer with the false impression that the charge for trip insurance is a pass-through fee, i.e., a fee that is passed on to another entity and for which JetBlue has no financial interest. The net

impression of JetBlue’s representations and omissions to consumers is that, when consumers purchase a trip insurance policy, the funds to cover the policy’s cost go to an independent third-party insurance company, whom JetBlue identifies as the company brokering the policy for sale to the consumer. Indeed, JetBlue identifies this same insurance company as “the licensed producer,” or insurance agent, for the trip insurance policies. In reality, and despite lacking a license to broker insurance policies, JetBlue retains or ultimately receives an undisclosed kickback from every policy sold. JetBlue knows it lacks the required license to transact the business of insurance in any state, which is one reason it attempts to hide its role in the travel insurance program through false statements on its website.

3. The Defendant, in order to obtain illegal monetary kickbacks from the sale of travel insurance policies on its website (which it is legally prohibited from receiving), knowingly participates in a racketeering enterprise involving multiple other entities. This enterprise, comprised of Defendant, AGA Service Company d/b/a Allianz Global Assistance, Jefferson Insurance Company, BCS Insurance Company and additional, unnamed co-conspirators, is engaged in an ongoing pattern of racketeering activity resulting in direct harm to Plaintiff and the proposed class.

4. JetBlue’s participation in this racketeering enterprise is knowing and willful, evidenced by a written agreement that it possesses with other members of the enterprise. Indeed, each participant in the enterprise has acknowledged its participation through a written agreement.

5. All of these activities have harmed Plaintiff and the proposed class of consumers, as Plaintiff and each member of the proposed class have suffered an out of pocket loss through the payment of undisclosed and illegal commission kickbacks.

**PARTIES, JURISDICTION, AND VENUE**

6. Plaintiff is an individual who is domiciled in, and is thus a citizen of, Florida. Plaintiff brings this action pursuant to 18 U.S.C. § 1964 to obtain injunctive relief and to recover damages, including treble damages, attorney’s fees and costs of suit arising from Defendant’s violations of the RICO statute, 18 U.S.C. § 1962, as well as violations of state law.

7. Defendant JetBlue is a Delaware corporation with its principal place of business in New York. It does business regularly throughout the United States, including in Florida. JetBlue also maintains a registered agent in Florida.

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this is an action arising under the laws of the United States. Additionally, this Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because this is a class action for a sum exceeding \$5,000,000.00, exclusive of interest and costs, and in which at least one class member is a citizen of a state different from JetBlue.

9. This Court has personal jurisdiction over JetBlue because the causes of action asserted herein arise from (i) JetBlue operating, conducting, engaging in, or carrying on a business or business venture in this state and (ii) JetBlue committing a tortious act within this state. This Court further has personal jurisdiction over JetBlue based on JetBlue’s consent and waiver by establishing a registered agent in Florida for the purpose of receiving service of process. This Court also has personal jurisdiction over Defendant pursuant to 18 U.S.C. § 1965 because Defendant resides, is found, has an agent, or transacts its affairs in this judicial district. Moreover, JetBlue purposefully availed itself of Florida’s consumer market through the advertisement, promotion, and sale of trip insurance policies in Florida.

10. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) because JetBlue resides in this district for purposes of the statute as JetBlue is subject to the personal jurisdiction of this Court for purposes of this action. Moreover, a substantial part of the events or omissions giving rise to the claim occurred in this district. Venue is also proper in this Court pursuant to 18 U.S.C. § 1965 because Defendant resides, is found, has an agent, or transacts its affairs in this judicial district and the ends of justice require that other parties residing in any other district be brought before the court.

### **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

11. In addition to operating flights nationwide, JetBlue operates hundreds of daily flights to and from nine different airports in Florida. As part of its business, JetBlue sells tickets to consumers through its website, [www.JetBlue.com](http://www.JetBlue.com).

12. When a consumer visits JetBlue’s website, the site allows the consumer to select his or her preferred destination and travel dates.

13. Upon the consumer’s selection of his or her specific flights, JetBlue’s website provides the consumer with the price to purchase the selected flights.

14. Before the consumer completes his or her purchase, JetBlue’s website requires the consumer to make an election regarding purchasing a trip insurance policy with a third-party insurance provider. There is no way to purchase a ticket on JetBlue’s website without making an election regarding trip insurance.

15. JetBlue markets the third-party trip insurance to its consumers in a uniform fashion—each consumer sees the same marketing language when purchasing a ticket.

16. After the consumer selects the desired flights, the consumer ultimately reaches a “Payment” page.

17. The Payment page allows the consumer to review his or her flight details and then input payment and billing information.

18. At the top of this page is a heading in bold that states: “**Add Travel Protection.**”

19. Under this heading is a grey box with two options. The first option states: “Yes, add travel protection for only \$[Price] per traveler in this reservation. This is a total of \$[Price]. (Highly Recommended).” The “Yes” and “(Highly Recommended)” language is in green text. Below this is the following language in bold: “**Peace of mind is only a click away.**” Below this language is a list of reasons to purchase trip insurance.

20. Below the list of reasons is the second option, which states: “No, I choose not to protect my \$[Fare] purchase and understand I am responsible for all cancellation fees and delay expenses.”

21. Below these options, in blue text, is a number followed by the language: “customers protected their trip in the last 7 days.” Below this is a quote from USA today: “And of course — always get travel insurance.”

22. This marketing is intended to create the impression that the trip insurance is in the consumer’s best interest—while hiding the fact that JetBlue is pushing the product because it is in its financial interest to generate sales. In other words, the consumer is deceived into believing that JetBlue is acting in the consumer’s best financial interest, and not its own.

23. Throughout the online process of purchasing a flight ticket and trip insurance, JetBlue leaves the consumer with the false impression that the charge for trip insurance is a pass-through fee, i.e., a fee that is passed on to another entity and for which JetBlue has no financial interest. The net impression of JetBlue’s representations and omissions to consumers is that, when consumers purchase a trip insurance policy, the funds to cover the policy’s cost go to an

independent third-party insurance company, whom JetBlue falsely identifies as the company brokering the policy for sale to the consumer. Indeed, JetBlue identifies this same insurance company as “the licensed producer,” or insurance agent, for the trip insurance policies. In reality, and despite lacking a license to broker insurance policies, JetBlue retains or ultimately receives an undisclosed kickback from every policy sold and acts as the broker for all trip insurance policies sold on its website.

24. For example, JetBlue includes in green text the phrase “(Highly Recommended)” next to the “Yes” option, and then represents to the consumer that the party “recommending” the purchase of insurance is AGA Service Company, not JetBlue. This representation is false and deliberately hides JetBlue’s financial interest in the purchase of trip insurance policies. JetBlue is also recommending trip insurance policies to its consumers in order to generate illegal kickbacks for itself, and its false statements are designed to induce more consumers to purchase insurance policies, with the belief that all of their premium is passed to the actual insurer.

25. Consumers are required to make an insurance election, as they are unable to proceed with purchasing their airline tickets on JetBlue’s website until they choose whether to purchase a trip insurance policy. The consumer cannot simply ignore the insurance offering and move on to purchasing a ticket.

26. After the section that portrays the trip insurance policies as something in the consumer’s best financial interest, JetBlue proceeds to conceal its financial motivation in pushing the product by disclaiming its role in the trip insurance policies being sold on its website.

27. Specifically, below the marketing language is the following language.  
“***Recommended by AGA Service Company, the licensed producer*** and administrator of this plan.

Terms, conditions and exclusions apply, learn more. Plan underwritten by Jefferson Insurance Company or BCS Insurance Company.” (emphasis added).

28. JetBlue’s website thus represents to the consumer that it is AGA Service Company, and not JetBlue, who is recommending the trip insurance and who is “the licensed producer” for the trip insurance policies. This is another false statement that JetBlue makes to its consumers in order to hide its financial interest in the travel insurance program and induce more of its consumers to purchase policies.

29. A “producer” is insurance parlance for an insurance agent or broker, i.e., the one who makes a commission on the sale of insurance. Thus, by stating that AGA Service Company is “the” producer, JetBlue represents that it is not acting as an agent or broker, i.e., it is not making a commission on sales of trip insurance policies.

30. In fact, JetBlue cannot sell insurance to the consumer (and thus cannot receive commissions on sales) because it is not licensed as an insurer or insurance agent in Florida or anywhere else. However, JetBlue is in fact acting as an unlicensed insurance agent and/or broker, receiving insurance commissions to which it has no legal entitlement.

31. Like Florida, other states across the country prohibit the unlicensed sale or brokerage of insurance, including the receipt of commissions by people or entities without a license. For example, the New York Attorney General’s Office has issued an official opinion that an insurer may not pay any commission to transportation companies for the sale of travel insurance unless the transportation company is a licensed and appointed insurance agent or broker. *See Ex. 1, N.Y. General Counsel Opinion No. 4-23-2008* (“May an insurer pay an insurance commission to a cruise line or tour operator that is not a licensed and appointed insurance agent, or a licensed insurance broker? . . . No. An insurer may not pay an insurance commission to a cruise line or tour



operator that is not either a licensed and appointed insurance agent, or a licensed insurance broker.”).

32. If the consumer selects the “Yes” button, a new line item, “Insurance” will appear under the breakdown of charges on the Payment page, followed by the amount for the trip insurance. This amount is below line items for “Fare details” and “Taxes & Fees.” Notably, if a consumer purchases an “Add on” such as an upgraded seat, that cost is included within the “Fare details” charge rather than separately set out. This further enhances the idea that the trip insurance cost is a pass-through charge, and separate from the charges for which JetBlue has a financial interest.

33. Likewise, when a consumer buys a trip insurance policy on JetBlue’s website, the cost of the policy is not included in the consumer’s bill for the purchased airfare. Rather the consumer’s insurance cost is itemized separately even though the airfare and trip insurance cost are paid via a one-time credit card charge on JetBlue’s website. In contrast, when a consumer elects to purchase from JetBlue a seat upgrade or “Trip Extra,” the cost of that “add on” is included in the fare price. The lack of inclusion of the trip insurance cost in the consumer’s airfare purchase price further indicates to the consumer that JetBlue treats the insurance cost as a pass-through charge, not as a profit vehicle for itself.

34. Furthermore, in the above representation, “Recommended by AGA Service Company, the licensed producer and administrator of this plan. Terms, conditions and exclusions apply, learn more. Plan underwritten by Jefferson Insurance Company or BCS Insurance Company,” the “learn more” text is a hyperlink. If clicked, this link opens a popup page that contains only the Allianz Global Assistance (“Allianz”) logo. This popup page tells the consumer:

“Pricing – 6.75% of your total ticket cost and service fees.” Nowhere is there a disclosure that part of the pricing is a kickback or commission to JetBlue.

35. This pricing mechanism for a consumer’s travel insurance policy perfectly reveals the inherent illegality of the entire travel insurance program. The actual insurance underwriters for the insurance policies, which Plaintiff believes to be Jefferson Insurance Company and BCS Insurance Company, do not perform any underwriting on the individual customer level. Instead, policies are *automatically issued* to consumers when JetBlue collects their credit card payment for the insurance premium on its website. As a result, there is no correlation whatsoever between the actual insurance risk that is being underwritten and the policy cost. This allows JetBlue to make unconscionable commission profits.

36. For example, two JetBlue customers could be traveling on the exact same JetBlue flight, having paid dramatically different prices for a trip insurance policy purchased on Defendant’s website. If one customer paid \$400 for her ticket, under Defendant’s pricing scheme, the approximate insurance policy cost would be \$27 (\$400 ticket price times 0.0675). However, if another traveler bought her ticket for the same flight for \$600, she would have paid \$40.50 for her travel insurance policy (\$600 ticket price times 0.0675).

37. Therefore, JetBlue and the members of this illegal enterprise are not charging any stated filed rate for these insurance policies, rather they are using a simple formula tied to ticket price that is wholly unrelated to the actual risks being underwritten. In fact, members of the racketeering enterprise submit false filings to the various state regulators that 1) hide JetBlue’s role in receiving unlicensed commission kickbacks; and 2) misstate how consumers are charged for these travel insurance policies. This results in consumers paying prices for insurance policies that are higher than they would be absent the Defendant’s misconduct.

38. Returning to the website purchase process, further down on the popup page, the consumer is told that he or she is purchasing the trip insurance from Allianz rather than JetBlue. Specifically, this page states: “***By purchasing, you agree to Allianz Global Assistance’s purchase agreement*** and privacy policy (see below), including receiving notices and communications electronically.” (emphasis added).

39. This popup page also notes: “Since your satisfaction is our priority, we are pleased to give you 10 days to review your plan. If, during this 10-day period, you are not completely satisfied for any reason, you may cancel your plan and receive a full refund.” Conspicuously absent in that representation is any mention of JetBlue, further evidence that JetBlue represents the trip insurance as a “pass through” charge, wherein it is simply a conduit for funds to Allianz without any profit interest.

40. At the bottom of this popup page is again the representation that “***AGA Service Company is the licensed producer*** and administrator of this plan and an affiliate of Jefferson Insurance Company.” (emphasis added). This is another false statement to the consumer designed to induce additional policy purchases, as it is JetBlue who plays the role of insurance producer.

41. Additionally, JetBlue’s website has a webpage for consumers who seek more information about the insurance offered on JetBlue’s website. This webpage contains the Allianz logo and repeats the statement: “AGA Service Company is the licensed producer and administrator of this plan.” This is another false statement to the consumer designed to induce additional policy purchases, as it is JetBlue who plays the role of insurance producer.

42. This webpage also states: “Allianz Global Assistance will process a full refund of the premium within 10 days of purchase, as long as you have not yet departed on your trip or filed a claim. No refunds shall be paid after 10 days of purchasing the program.”

43. On this webpage, JetBlue also represents that it is Allianz, not JetBlue, that is providing the trip insurance. Specifically, JetBlue states: “JetBlue wants every trip to be the best it can be. That’s why we’ve partnered with Allianz Global Assistance – a world leader in travel insurance and assistance services. Travel insurance *from Allianz* can provide coverage before and during your trip to help protect the investment you’ve made in your travel plans.” (emphasis added).

44. There is also a link to purchase a trip insurance policy. If clicked, the consumer is brought to a webpage for “Coverage Options.” This webpage also represents that the trip insurance is “from Allianz Global Assistance.”

45. Another webpage on JetBlue’s website is an FAQ for trip insurance. Two of the questions and answers are as follows:

**Q:** Why isn't my travel protection purchase displayed in my travel itinerary?

**A:** When you purchase Trip Insurance from Allianz Global Assistance, you'll receive a separate confirmation. All policy documentation will be sent directly to you from Allianz Global Assistance.

**Q:** Who provides the insurance for these plans?

**A:** Insurance coverage is underwritten by BCS Insurance Company (OH, Administrative Office: Oakbrook Terrace, IL), rated "A-" (Excellent) by A.M. Best Co., under BCS Form No. 52.201 series or 52.401 series, or Jefferson Insurance Company (NY, Administrative Office: Richmond, VA), rated "A" (Excellent) by A.M. Best Co., under Jefferson Form No. 101-C series or 101-P series, depending on the insured's state. Allianz Global Assistance and Allianz Travel Insurance are brands of AGA Service Company. AGA Service Company is the licensed producer and administrator of this plan and an affiliate of Jefferson Insurance Company. The insured shall not receive any special benefit or advantage because of the affiliation between AGA Service Company and Jefferson Insurance Company.

46. Notably, again JetBlue disclaims that it provides or is the “producer” for the trip insurance policies, which is false. Further, JetBlue gives the impression that the charge for trip

insurance is separate—and thus a pass-through—because it will not appear on the consumer’s flight itinerary, and instead will be listed on a separate confirmation from Allianz.

47. These statements and omissions to the consumer on JetBlue’s website, especially JetBlue’s representation that another entity is “the producer” of the trip insurance policies, reinforce the impression of the trip insurance premium as a pass-through charge—one where JetBlue has no profit interest in the sales of trip insurance policies on its website.

48. JetBlue’s representation that another entity is “the producer” of the trip insurance is also an affirmative misrepresentation because JetBlue’s actual role in the sale of the trip insurance policies is analogous (if not identical) to that of an insurance agent, who receives commissions on policies sold. In addition to AGA Service Company, JetBlue is or acts as an insurance agent and is also a “producer” of the trip insurance policies.

49. JetBlue’s false representations and omissions necessarily inform the consumer that JetBlue does not receive a commission or otherwise profit from the sale of trip insurance.

50. After a consumer elects to purchase a trip insurance policy and proceeds to complete the purchase of an accompanying airfare, Allianz, not JetBlue, sends the consumer an email containing a copy of the purchased insurance policy. Nowhere in that communication or accompanying insurance policy is there any reference to JetBlue having a role in the provision of the insurance. Instead, the “Letter of Confirmation” that the consumer receives containing the insurance policy has “Jefferson Insurance Company” as the header.

51. The net impression of all of JetBlue’s representations and omissions to its consumers on its website and during the online purchase process—including, but not limited to, JetBlue’s assertion that another entity is “the” producer for the insurance (and by necessary implication, JetBlue is not)—is that the cost of the trip insurance policies is a pass-through charge,

where JetBlue simply collects the money for the insurance policy from the consumer and forwards it on to the actual insurance provider, without any profit interest in the charge.

52. This net impression is reinforced by the fact that state laws generally prohibit the unlicensed sale of insurance, including receipt of commissions on sales of insurance.

53. It is thus reasonable for consumers to expect that JetBlue is not receiving a commission or any other remuneration from any sales of insurance.

54. In reality, and completely unbeknownst to its consumers, the trip insurance is a hidden profit center for JetBlue, as JetBlue retains or ultimately receives for itself a portion of the funds for every trip insurance policy its consumers purchase on its website.

55. JetBlue, instead of disclosing its profit interest in the trip insurance policies sold on its website, disguises its financial interest by leaving consumers with the impression that the cost of an insurance policy is a “pass through” charge. Indeed, JetBlue affirmatively tells consumers that a different entity is “the producer” of the insurance, without any suggestion or indication that JetBlue is also retaining or ultimately receiving a portion of the charge.

56. This is in contrast to other charges that JetBlue offers on its website, such as more desirable seats and early boarding rights, where JetBlue bundles the cost of these optional fees into the overall price of a consumer’s ticket, thereby signaling to the consumer JetBlue’s profit interest.

57. The trip insurance program on JetBlue’s website represents an illegal kickback scheme—one in which JetBlue hides, and misleads consumers about, its role and profit interest in the trip insurance policies sold on its website.

58. To facilitate this kickback scheme, and its inherent illegality, JetBlue routes insurance premium payments through its website at the point of sale for airline tickets. Through the use of interstate wires, those consumer insurance funds are then routed to other members of

the enterprise. Those members in turn take a portion of those consumer insurance premium funds and, through use of the interstate wires, route funds back to JetBlue, disguised as a “marketing” or “advertising” fee. The enterprise engages in this deception in order to hide from consumers and state regulators the fact that JetBlue is receiving illegal insurance commission payments without a license.

59. The price for the trip insurance sold on JetBlue’s website is not set by JetBlue.

60. JetBlue provides no services to the consumer in connection with the sale of trip insurance on its website, despite its receipt of illegal commission kickbacks.

61. No contractual relationship is formed between the consumer and JetBlue in connection with a consumer’s purchase of trip insurance on JetBlue’s website.

62. No bargained-for exchange takes place between the consumer and JetBlue in connection with a consumer’s purchase of trip insurance on JetBlue’s website.

63. On July 6, 2017, Plaintiff purchased a trip insurance policy on JetBlue’s website. Plaintiff received an email from the insurance provider attaching her policy, neither of which referenced JetBlue.

64. JetBlue has never disclosed to Plaintiff, or any of the class members, the true nature of its relationship with Allianz, Jefferson Insurance Company, or BCS Insurance Company. Specifically, JetBlue has not disclosed the fact that it retains or receives a substantial kickback or commission on the policies made available on its website. Instead, it engages in a pattern of false statements to hide this fact.

### **CLASS ACTION ALLEGATIONS**

65. Plaintiff brings this lawsuit as a class action pursuant to Federal Rule of Civil Procedure 23.

### **Class Definition**

66. Plaintiff seeks to represent the following class:

All persons in the United States who purchased a trip insurance policy on JetBlue’s website within the applicable limitations period (the “Class Period”).

Excluded from this class are JetBlue, its affiliates, subsidiaries, agents, board members, directors, officers, and employees. Also excluded from the class are the district judge and magistrate judge assigned to this case, their staff, and their immediate family members.

67. This class action is brought pursuant to Rule 23(b)(2) because JetBlue has acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class appropriate.

68. This class action is also brought pursuant to Rule 23(b)(3) because the questions of law or fact common to Plaintiff’s claim and the class members’ claims predominate over any question of law or fact affecting only individual class members and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

69. JetBlue has subjected Plaintiff and the members of the class to the same unfair, unlawful, and deceptive practices and harmed them in the same manner. The conduct described above is JetBlue’s standard business practice.

#### **A. Numerosity**

70. The individual class members are so numerous that joinder of all members in a single action is impracticable. JetBlue operates thousands of flights a day, and upon information and belief, it has sold hundreds of thousands of trip insurance policies during the Class Period.

71. While Plaintiff estimates the proposed class numbers in the hundreds of thousands, the exact number of class members, as well as the class members’ names and addresses, can be identified from JetBlue’s business records.



**B. Commonality/Predominance**

72. Common questions of law and fact exist as to Plaintiff's and the class members' claims. These common questions predominate over any questions solely affecting individual class members, including, but not limited to, the following:

- a. Whether JetBlue violated 18 U.S.C. § 1962(c) or (d);
- b. Whether JetBlue engaged in a deceptive and unfair business practice by misleading the class about its financial interest in making available trip insurance policies and its receipt or retention of a kickback;
- c. Whether the representations made about insurance premiums collected by JetBlue would lead the reasonable consumer to believe it was a pass-through charge;
- d. Whether JetBlue receives undisclosed kickbacks, commissions, or fees from the sale of trip insurance;
- e. Whether JetBlue manipulated the class through trip insurance products in order to maximize its own profits at the expense of the class;
- f. Whether JetBlue retains or receives a commission or kickback for the sale of trip insurance policies without a license;
- g. Whether and to what extent JetBlue's conduct has caused injury to the Plaintiff and the class members; and
- h. Whether JetBlue unlawfully enriched itself at the expense of the class.

**C. Typicality**

73. Plaintiff's claims are typical of the putative class members' claims because of the similarity, uniformity, and common purpose of JetBlue's unlawful conduct. Plaintiff, like all class

members, was damaged through his payment of money that JetBlue deceptively presented as a pass-through charge to the insurance company, when in fact JetBlue enriched itself in this process.

74. Each class member has sustained, and will continue to sustain, damages in the same manner as Plaintiff as a result of JetBlue's wrongful and deceptive conduct.

**D. Adequacy**

75. Plaintiff will fairly and adequately protect and represent the interest of each member of the class because she has suffered the same wrongs as the class members.

76. Plaintiff is fully cognizant of her responsibilities as class representative and has retained León Cosgrove, LLP to prosecute this case. León Cosgrove, LLP is experienced in complex class action litigation, including litigation related to violations of the Racketeer Influenced and Corrupt Organizations Act and unfair and deceptive trade practices, and has the financial and legal resources to meet the costs of and understand the legal issues associated with this type of litigation.

77. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy alleged herein because such treatment will permit a large number of similarly-situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would engender.

**E. The Prerequisites of Rule 23(b)(2) Are Satisfied.**

78. The prerequisites to maintaining a class action for injunctive and equitable relief pursuant to Federal Rule of Civil Procedure 23(b)(2) exist as JetBlue has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive and equitable relief with respect to the class as a whole.

79. JetBlue’s actions are generally applicable to the class as a whole, and Plaintiff seeks, among other things, equitable remedies with respect to the class as a whole.

**F. The Prerequisites of Rule 23(b)(3) Are Satisfied.**

80. The questions of law and fact enumerated above predominate over questions affecting only individual members of the class, and a class action is the superior method for fair and efficient adjudication of the controversy.

81. The likelihood that individual members of the class will prosecute separate actions, and their interest in so doing, is small due to the extensive time and considerable expense necessary to conduct such litigation.

82. This action will be prosecuted in a fashion to ensure the Court’s able management of this case as a class action on behalf of the class. Plaintiff knows of no difficulty likely to be encountered in the management of this action that would preclude its maintenance as a class action.

**COUNT I  
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

83. Plaintiff re-alleges paragraphs 1 through 82 as if fully set forth herein and further alleges the following.

84. This count is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

85. At all times material, Plaintiff and all members of the class were consumers within the meaning of Section 501.203, Fla. Stat., and are entitled to relief under FDUTPA in accordance with Section 501.211, Fla. Stat.

86. At all times material, JetBlue conducted trade and commerce within the meaning of Section 501.203, Fla. Stat.

87. JetBlue has engaged in unlawful schemes and courses of conduct through one or more of the unfair and deceptive acts and practices alleged above.

88. The misrepresentations and deceptions, and concealment and omissions of material facts, alleged in the preceding paragraphs occurred in connection with JetBlue's trade and commerce in Florida.

89. JetBlue's unfair and deceptive acts and practices violate FDUTPA, Sections 501.201 and 501.211, Fla. Stat.

90. As a direct and proximate result of JetBlue's FDUTPA violations, Plaintiff and the class have been damaged in an amount to be proven at trial. Plaintiff and the class have a monetary, out of pocket loss, as they paid money to JetBlue as a result of its deceptive conduct.

91. Plaintiff and the class are entitled to actual damages, declaratory and injunctive relief, attorneys' fees and costs, and all other remedies available under FDUTPA.

**COUNT II  
UNJUST ENRICHMENT**

92. Plaintiff re-alleges paragraphs 1 through 82 as if fully set forth herein and further alleges the following.

93. This is a count for unjust enrichment.

94. Plaintiff and each member of the class conferred a direct benefit on JetBlue through their payment for trip insurance, allowing JetBlue to enrich itself to the detriment of the class.

95. JetBlue appreciated, accepted, and retained this benefit, as it garnered substantial profits by virtue of its insurance kickback scheme.

96. Under the circumstances, it would be unjust and inequitable to allow JetBlue to retain this benefit, as it was obtained through deceptive representations.

97. Independently, it would also be unjust and inequitable to allow JetBlue to retain this benefit because JetBlue is not legally entitled to receive commissions for sales of trip insurance in the first place because it does not have a license to broker insurance.

98. Plaintiff and the class suffered damages as a result of JetBlue's unjust enrichment.

**COUNT III**  
**VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS**  
**ACT ("RICO"), 18 U.S.C. § 1962(C)**

99. Plaintiff re-alleges paragraphs 1 through 82 as if fully set forth herein and further alleges the following.

100. This is a count for violations of the Racketeer Influenced and Corrupt Organizations provisions of the Organized Crime Control Act of 1970 (RICO), 18 U.S.C. § 1961 *et seq.*

101. At all relevant times, Defendant JetBlue conducted and participated in the affairs of an enterprise through a pattern of racketeering activity consisting of numerous and repeated uses of the interstate mail and wire facilities to execute a scheme to defraud, as well as repeated acts of money laundering, all in violation of RICO, 18 U.S.C. § 1962(c). The predicate acts of racketeering carried out by the enterprise include the sale of hundreds of thousands of travel insurance policies to the class through fraudulent representations on Defendant's website, hundreds of thousands of invoices sent through the mail and wire facilities, the receipt of illegal kickbacks through use of the mail and wire facilities, the submission of false documentation through the mail and wire facilities, and the illegal laundering of monetary instruments. The scheme to defraud had the express purpose of allowing JetBlue to obtain from its consumers monies to which it has no legal entitlement, namely portions of consumers' insurance premiums, by lying to consumers about Defendant's role in and relationship to the travel insurance products sold on its website.

102. The RICO enterprise which JetBlue engaged in, and the activities of which affected interstate and foreign commerce, is comprised of Defendant, Allianz Global Assistance (“Allianz”), BCS Insurance Company (“BCS”), Jefferson Insurance Company (“Jefferson”), and other unnamed co-conspirators. Each member of the enterprise has a written agreement with Allianz setting forth its role and participation in the enterprise. These contracts form the structure of the enterprise.

103. The enterprise and its activities are ongoing, and its common purpose is to enrich the Defendant at the expense of the class members. The enterprise acted to deceive and hide from the class members the fact that Allianz was paying an undisclosed and illegal kickback to JetBlue when each class member purchased a travel insurance policy.

104. The enterprise has functioned for over four years as a continuing unit and has maintained an ascertainable structure separate and distinct from the pattern of racketeering activity.

105. JetBlue conducted and participated in the affairs of the RICO enterprise through a pattern of racketeering activity that consisted of numerous and repeated violations of federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. § 1341 and § 1343. Defendant further participated in the enterprise by engaging in the laundering of monetary instruments in violation of 18 U.S.C. § 1956. This conduct and these predicate acts, with the resultant harm to Plaintiff and class members, continues on a daily basis, establishing a long-term threat of racketeering activity and evidencing the continuity of Defendant’s open-ended pattern of racketeering activity.

106. The scheme to defraud included deceiving Plaintiff and class members into believing that when they purchased a travel insurance policy on Defendant’s website, the price

displayed represented the cost of the policy. In reality, the insurance premium price includes a large kickback to JetBlue. Defendant had a duty to correct this mistaken impression but failed to do so in order to increase its profits from the sale of insurance policies to class members. JetBlue's omission was material, as it increased the cost of Plaintiff and Class Members' insurance premiums. Plaintiff and the class are not paying insurance premiums predicated upon the underwritten risk, rather they are paying higher prices to cover an illegal kickback that Allianz pays to JetBlue.

107. The scheme to defraud was executed through multiple false statements on JetBlue's website, as noted *supra*, all designed with the express purpose of inducing consumers to purchase travel insurance policies by falsely representing JetBlue's role in the sale of policies.

108. In addition to JetBlue's use of the wires to deceptively market and sell the travel insurance product, Allianz sent class members insurance policies through mail and wire facilities, all of which were in furtherance of the enterprise's scheme, as none of them disclosed the payment of illegal kickbacks.

109. Moreover, Allianz utilized the federal wire and mail facilities to make payments of illegal kickbacks to JetBlue. Therefore, Allianz has committed tens of thousands of distinct violations of 18 U.S.C. § 1341 and § 1343 during the class period.

110. JetBlue and Allianz separately engaged in multiple acts of money laundering in violation of 18 U.S.C. § 1956. The federal anti-money laundering statute prohibits, among other things, an entity from engaging in financial transactions, knowing that the proceeds of those transactions derive from illegal activity, with the intent of promoting unlawful activity. That is exactly what JetBlue and other members of the enterprise do here. As stated, JetBlue lacks a license to conduct the business of insurance, and as such it is prohibited from receiving

commissions stemming from sales of travel insurance policies. Defendant knows that it 1) lacks a license; and 2) cannot receive commissions as a result. To enable itself to receive commissions while hiding the true nature of the payments it is receiving, JetBlue and Allianz violate 18 U.S.C. § 1956. Specifically, monies are collected from consumers on JetBlue's website who elect to purchase a travel insurance policy, and then those funds are routed to Allianz. Allianz, in turn, takes the same consumer insurance premium money and, through a financial transaction, returns a substantial portion of it to JetBlue each month, disguised as a "marketing" or "advertising" fee. In reality, the payments are commissions, and both Allianz and JetBlue know this, but they hide the true nature of the transaction in order to allow JetBlue to receive commission payments that it is legally prohibited from receiving.

111. Each of these violations was related because they shared the common purpose of defrauding class members by failing to disclose the payment of illegal kickbacks of class member insurance premiums. These related criminal acts had the same or similar purpose, results, participants, victims, and methods of commission, and are otherwise related by distinguishing characteristics which are not isolated events.

112. Finally, Allianz, BCS and Jefferson committed additional acts of mail and wire fraud by submitting fraudulent documents to state regulators, all of which were designed to hide the operation of the RICO enterprise. Specifically, all of these entities submitted regulatory filings that failed to disclose the illegal payment of commissions to JetBlue, and that also falsely stated the price that the insurers were charging consumers for a policy.

113. Allianz, BCS, and Jefferson are insurance companies regulated by respective state entities.



114. One aspect of this regulation is that insurers and other related entities, including Allianz, BCS, and Jefferson, are required to provide the states certain information regarding the use of a brokering agent and the payment of commissions.

115. JetBlue's role in the sale of trip insurance policies on its website is materially equivalent to that of an insurance agent or broker.

116. JetBlue submits business for trip insurance risks to Allianz, BCS, and Jefferson.

117. In exchange, it is paid a commission or kickback for each trip insurance policy sold through its website.

118. Under state insurance regulations, Allianz, BCS, and Jefferson must report to the state a list of agents who provide them with insurance risks as great as that coming from JetBlue.

119. Instead of abiding by these requirements, Allianz, BCS, and Jefferson make material misrepresentations in their reports to and filings with state agencies by failing to disclose the amount of risk they receive from JetBlue, who is acting as an insurance agent. Allianz also fails to disclose the kickbacks it pays to this unlicensed agent.

120. JetBlue is not a licensed insurance agent in any state.

121. The material omissions of Allianz, BCS, and Jefferson allow the kickback scheme described *supra* to continue, to the detriment of Plaintiff and class members.

122. Collectively, these predicate acts demonstrate that JetBlue had the specific intent to participate in the overall RICO enterprise, which was evidenced by its scheme to defraud Plaintiff and class members. The scheme was designed to deceive Plaintiff and class members through the implementation and execution of an illegal kickback scheme. Plaintiff and the class members relied on the uniform false statements and omissions from JetBlue and the enterprise co-

conspirators—that the full customer premium went to the cost of the travel insurance policy--to their detriment.

123. JetBlue used and invested the income it received through its pattern of racketeering activity to operate its business, which caused direct damage to Plaintiff and class members.

124. As a result of JetBlue’s participation in the racketeering activity set forth herein, Plaintiff and class members have incurred significant damages. Plaintiff and class members paid a price for a travel insurance policy that had no relation to the underwritten risk, but rather was inflated to cover the cost of an illegal kickback to JetBlue. This results in consumers paying prices for insurance policies that are higher than they would be absent the Defendant’s misconduct.

**COUNT IV  
VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS  
ACT (“RICO”), 18 U.S.C. § 1962(D)**

125. Plaintiff re-alleges paragraphs 1 through 82 and 101-124 as if fully set forth herein and further alleges the following.

126. At all relevant times, JetBlue was associated with the enterprise and agreed and conspired to violate 18 U.S.C. § 1962(c), that is agreed to conduct and participate, directly and indirectly, in the conduct and affairs of the enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(d).

127. Defendant engaged in a scheme to defraud Plaintiff and class members by marketing the travel insurance product through false and deceptive statements, while hiding the payment of illegal commission kickbacks, wherein the Defendant received a substantial portion of Plaintiff and class members’ insurance premiums, without any legal entitlement.

128. Defendant committed, or caused to be committed, a series of overt acts in furtherance of the conspiracy and to affect the objects thereof, including but not limited to the payment and receipt of illegal kickbacks and the related acts set forth above.

129. As a result of Defendant's violations of 18 U.S.C. § 1962(d), Plaintiff and the class members suffered direct damages.

**PRAYER FOR RELIEF**

Named Plaintiff and the plaintiff class request the following relief:

- a. Certification of the class;
- b. A jury trial and judgment against JetBlue;
- c. An order requiring JetBlue to make full disclosure to consumers of its receipt or retention of trip insurance premiums sold on its website and the amount of the kickback it retains or receives;
- d. The costs of suit, including reasonable attorneys' fees, in accordance with RICO and FDUTPA;
- e. Compensatory and treble damages, attorneys' fees, and costs under the federal RICO statute;
- f. Compensatory damages in an amount to be determined at trial, punitive damages, cost of suit, including reasonable attorneys' fees, in accordance with the RICO statutes;
- g. General, actual and compensatory damages in an amount to be determined at trial;
- h. Restitution of the amount JetBlue was unjustly enriched as a result of the wrongs alleged herein, in an amount to be determined at trial;

- i. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law; and
- j. Such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as to all claims so triable.

Dated: November 13, 2018

Respectfully submitted,

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*Counsel for Plaintiff and the Class*

**CERTIFICATE OF SERVICE**

I certify that on November 13, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which in turn will serve a copy by Notice of Electronic Mail to all counsel of record.

<p>Lazaro Fernandez, Jr.          Fla. Bar No. 716545          Denise B. Crockett          Fla. Bar No. 327913  <b>STACK FERNANDEZ &amp; HARRIS, P.A.</b>          1001 Brickell Bay Drive, Suite 2650          Miami, Florida 33131          Tel: (305) 371-0001          Email: lfernandez@stackfernandez.com          Email: dcrockett@stackfernandez.com          Email: gmartich@stackfernandez.com  <i>Attorneys for Defendant, JetBlue Airways Corporation</i></p>	<p>Gayle I. Jenkins, Esq. (<i>Pro Hac Vice</i>)  <b>WINSTON &amp; STRAWN LLP</b>          333 South Grand Avenue, 38th Floor          Los Angeles, CA 90071-1543          Tel: (213) 615-1863          Email: gjenkins@winston.com          Email: rsalyer@winston.com          Email: docketla@winston.com  <i>Attorneys for Defendant, JetBlue Airways Corporation</i></p>
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/s/ Alec H. Schultz  
Alec H. Schultz

# EXHIBIT 1



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The Office of General Counsel issued the following opinion on April 23, 2008, representing the position of the New York State Insurance Department.

## RE: Selling Travel Insurance

### Questions Presented:

1. May an insurer pay an insurance commission to a cruise line or tour operator that is not a licensed and appointed insurance agent, or a licensed insurance broker?
2. May a cruise line or tour operator share an insurance commission with a travel agent who is a licensed agent but who has not been appointed by the respective insurer?
3. May a cruise line or tour operator pay a commission on a trip package that includes travel insurance to a travel agent that is not licensed to sell insurance?

### Conclusions:

1. No. An insurer may not pay an insurance commission to a cruise line or tour operator that is not either a licensed and appointed insurance agent, or a licensed insurance broker.
2. No. A cruise line or tour operator may not share an insurance commission with a travel agent who is a licensed agent but who has not been appointed by the respective insurer.
3. No. A cruise line or tour operator may not pay a commission on a trip package that includes travel insurance to a travel agent that is not licensed to sell insurance.

### Facts:

The inquirer reports that some travel agents in New York solicit and sell travel insurance in connection with the sale of cruises and other tour packages. The inquirer also states that, in some cases, a cruise line or tour operator pays insurance commissions to travel agents. Further, the inquirer reports that in some instances, a cruise line or tour operator pays the travel agent a general commission based upon the total purchase price of a vacation package, which includes the cost of insurance.

As an example, the inquirer submitted a copy of a "Booked Confirmation Invoice – Agent Copy", which itemizes the charges for a particular cruise. For some of the charges, the commission rate applies directly to the particular charge. The invoice lists the price, commission rate and commission earned for the "ABC-Vacation Protection Plan," which the Department surmises to be the insurance to which the inquirer refers. The inquirer states that the commission is paid by the insurer to the cruise line, and that the cruise line pays a commission to the travel agent.

### Analysis:

#### Insurer Payment of Commissions

N.Y. Ins. Law §§ 2114, 2115 and 2116 (McKinney Supp. 2008) are germane to the inquirer's query. These statutes prohibit an insurer or an insurance agent from paying a commission to a person who acts as an insurance agent or broker without a license. Insurance Law § 2115 applies to property/casualty insurance agents. It reads in relevant part as follows:

(a)(1) No insurer doing business in this state, and no agent or other representative thereof . . . shall pay any commission or other compensation to any person, firm, association or corporation for acting as insurance agent in this state, except to a licensed insurance agent of such insurer . . . .

Insurance Law § 2114, which applies to life, accident and health agents, contains similar language.<sup>1</sup>

Insurance Law § 2116 applies to brokers. It states:

No insurer authorized to do business in this state, and no officer, agent or other representative thereof, shall pay any money or give any other thing of value to any person, firm, association or corporation for or because of his or its acting in this state

as an insurance broker, unless such person, firm, association or corporation is authorized so to act by virtue of a license issued or renewed pursuant to the provisions of section two thousand one hundred four of this article . . . .

Insurance Law § 2101(a) defines "agent" in relevant part as follows:

(a) In this article, "insurance agent" means any authorized or acknowledged agent of an insurer, fraternal benefit society or health maintenance organization issued a certificate of authority pursuant to article forty-four of the public health law, and any sub-agent or other representative of such an agent, who acts as such in the solicitation of, negotiation for, or sale of, an insurance, health maintenance organization or annuity contract, other than as a licensed insurance broker, except that such term shall not include:

Insurance Law § 2101(c) defines "insurance broker" in relevant part as follows:

(c) In this article, "insurance broker" means any person, firm, association or corporation who or which for any compensation, commission or other thing of value acts or aids in any manner in soliciting, negotiating or selling, any insurance or annuity contract or in placing risks or taking out insurance, on behalf of an insured other than himself, herself or itself or on behalf of any licensed insurance broker. . .

In addition to the proscription against paying commissions to nonlicensees, Insurance Law §§ 2114 and 2115 prohibit an insurer from paying a commission to a licensed insurance agent other than an insurance agent "of such insurer." An agent "of such insurer" is an agent who has been appointed pursuant to the procedures set out in Insurance Law § 2112. See Opinion of Office of General Counsel No. 04-04-17 (April 20, 2004). Accordingly, an insurer may not pay a commission to an agent unless the agent is both licensed and appointed. Further, the agent must be licensed and appointed at the time the agent places the business upon which the commission is based. See Opinion of Office of General Counsel No. 04-04-17 (April 20, 2004).

In view of the statutory framework, an insurer may not pay an insurance commission to a cruise line or tour operator that is not either a licensed and appointed insurance agent, or a licensed insurance broker.

Moreover, Insurance Law § 2102 generally prohibits the sale of insurance without a license. According to Insurance Law § 2102(a)(1):

No person, firm, association or corporation shall act as an insurance producer or insurance adjuster in this state without having authority to do so by virtue of a license issued and in force pursuant to the provisions of this chapter.

Insurance Law § 2101(k), in turn, defines an "insurance producer" as "an insurance agent, insurance broker, reinsurance intermediary, excess line broker, or any other person required to be licensed under the laws of this state to sell, solicit or negotiate insurance." Thus, a cruise line or tour operator that acts as an insurance agent but is unlicensed as such runs afoul of Insurance Law § 2102. Nevertheless, a travel agent may apply for a limited license to act as an insurance agent with respect to travel insurance, pursuant to Insurance Law § 2103(g). That statute authorizes:

a baggage or accident and health insurance agent's license to any ticket selling agent or representative of a railroad company, steamship company, carrier by air, or public bus carrier, who shall act thereunder as insurance agent only in reference to the issuance of baggage or accident insurance tickets primarily for the purpose of covering risk of travel.

#### Licensed Agent not Appointed

As noted above, Insurance Law §§ 2114 and 2115 prohibit an insurer from paying a commission to a licensed agent who has not been appointed by the insurer. At the same time, the statutes apply to an "agent or other representative" of the insurer. Thus, a cruise line or tour operator that sells or assists the insurer to sell insurance would constitute "an agent or other representative." Accordingly, the cruise line or tour operator may not pay or share any commission with a licensed agent who has not been appointed by the insurer.

#### Travel Package Including Insurance

The inquirer asks whether a cruise line or tour operator may pay a commission as a flat percentage of the total price of a trip package where the package includes the cost of insurance to a travel agent who is not licensed as an insurance agent. Where, as here, a non-insurance commission is based in part on the sale of insurance, the commission is (at least in part) an insurance commission. As discussed above, an insurer and its agent or other representative may not pay a commission to a person who acts as an insurance agent without a license, or to a licensed insurance agent who has not been appointed by the insurer. Thus, a cruise line or tour operator may not calculate its commissions in this manner. Rather, the price of the travel insurance must be excluded from the package price before applying the commission rate when the commission for the trip package is to be paid to a person who is not licensed as an insurance agent or broker.

Moreover, if the cruise line or the tour operator were to require the purchase of, or otherwise provide, insurance in connection or conjunction with the purchase of travel services, such conduct would run afoul of Insurance Law § 2324 and/or § 4224. See Opinion of Office of General Counsel No. 00- 07-19 (July 27, 2000).

The cruise line or tour operator also would violate these statutes if the cruise line or the tour operator were to pay the traveler's cost for the insurance (or otherwise "absorb" it into the cost of the travel package) rather than offer the insurance for a separate charge. See Opinion of Office of General Counsel No. 00- 07-19 (July 27, 2000). Insurance Law §§ 2324 and 4224 prohibit an insurer or its agent from offering or giving a rebate not specified in the policy.<sup>2</sup> These statutes also proscribe the "tying" of the sale of insurance to the purchase of a particular product or service. Insurance Law § 2324(a) reads as follows:

(a) No authorized insurer, no licensed insurance agent, no licensed insurance broker, and no other representative of any such broker shall make, procure or negotiate any contract of insurance other than as plainly expressed in the policy or written contract issued or to be issued as evidence thereof, or shall directly, or indirectly, by giving or sharing a commission or in any manner whatsoever, pay or allow or offer to pay or allow to the insured as an inducement to the making of insurance or after insurance has been effected, any rebate from the premium which is specified in the policy, or any special favor or advantage



in the dividends or other benefit to accrue thereon, or shall give or offer to give, any valuable consideration or inducement of any kind which is not specified in such policy or contract . . .

Insurance Law § 4224(c) sets forth similar provisions with regard to life and accident and health insurance and annuities.

The only exception to the requirement that the coverage be offered as optional and for a separate charge pertains to accident and health insurance offered to certain groups expressly provided by statute. See Insurance Law § 4235 (c)(1)(L).<sup>3</sup> There are no such similar exceptions set forth in the Insurance Law for property/casualty coverages; in fact, group property/casualty insurance is not permissible. Thus, a policy that contains both types of coverage must be offered on an optional basis and for a separate charge. But if property/casualty coverages are involved, they must be offered on an individual, not group, basis.

For further information you may contact Senior Attorney Brenda Gibbs at the Albany Office.

<sup>1</sup> Insurance Law § 2114 and 2115 each may be relevant here because a travel insurance policy may provide life, accident and health coverage, as well as property/casualty coverage.

<sup>2</sup> This is not to imply, however, that an insurer may include any inducement it wants in the policy. See Opinion of General Counsel No. 07-06-03 (June 4, 2007).

<sup>3</sup> Insurance Law § 4235(c)(1)(L) describes, as a permissible group for accident and health insurance, customers of certain types of financial institutions, provided certain criteria are met. The statute allows a financial institution to pay the insurance premiums of the group members provided that all eligible members of the group are insured under the policy.

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