IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

FRANCIS RIVARD, individually, and on	
behalf of all others similarly situated,	C
v.	
	_

TRIP MATE, INC., and UNITED STATES FIRE INSURANCE COMPANY

Defendants.

Case No		

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Francis Rivard ("Plaintiff" or "Rivard") alleges, on behalf of himself and all others similarly situated, upon personal knowledge as to himself and his acts and as to all other matters upon information and belief, as follows:

NATURE OF THE ACTION

1. This is a class action for damages and restitution against Trip Mate, Inc. ("Trip Mate") and United States Fire Insurance Company ("U.S. Fire Insurance" (collectively "Defendants") arising from their wrongful conduct towards Plaintiff and other similarly situated insurance policyholders. Plaintiff, and the Class (defined below) he seeks to represent: (1) purchased a travel protection plan from Trip Mate which included an array of travel-related protections offering coverage for both pre- and post-departure perils; (2) whose insured travel plans were cancelled prior to departure; and (3) did not receive any *pro rata* refund for that portion of the gross policy premium which was paid exclusively for post-departure coverages that were unearned by Defendants because of the cancellation of those trips. Plaintiff and the Class he seeks to represent have suffered injury in the form of monetary loss and other harms because they paid

premiums for insurance coverages that could not materialize due to cancellation of their trips.

Defendants were never exposed to, or assumed, any transferred risk of loss.

- 2. Travel insurance products provide reimbursement in the event of financial loss or hardship related to travel. Travel insurance is available to cover a wide array of perils associated with travel, including both pre-departure risks, such as the possibility that a traveler will lose prepaid nonrefundable deposits or payments if a trip is canceled prior to departure, as well as risks that arise exclusively post-departure, such as interruption of a trip, medical or dental emergencies during a trip, and lost, stolen or damaged baggage. By its nature, this second category of coverages exclusively for post-departure risks is insurance coverage providing coverage for travel related perils that can only arise after travel is underway.
- 3. Trip Mate administers single trip travel insurance plans on behalf of U.S. Fire Insurance and other insurers. Travelers can purchase travel insurance from Trip Mate through several distribution channels, including from a travel agent (either online or traditional "brick-and-mortar"), and any Trip Mate travel partner.
- 4. U.S. Fire Insurance underwrites travel insurance policies sold by Trip Mate. *See* Francis Rivard's Travel Protection Plan documents ("Rivard Trip Mate Travel Protection Plan"), attached hereto as Exhibit A.
- 5. Defendants offers a variety of single-trip "Travel Protection Plans," which can include some or all of the travel insurance protections offered by Defendants. Typically, the more perils covered, the more expensive is the gross premium for all the policy coverages combined within a single plan.

- 6. The Travel Protection Plans sold by Defendants include travel insurance benefits that are applicable exclusively post-departure, meaning that Defendants are not at risk of having to cover the associated risks prior to commencement of actual travel by the insured.
- 7. When a customer purchases a Travel Protection Plan from Defendants, he or she receives "Plan Documents." The Plan Documents describe the terms and conditions of the purchased travel insurance for coverage when there is a sudden, unexpected problem or event before or during travel as well as any exclusions. The Schedule of Benefits delineates the different policy benefits the insured purchased through his or her particular Trip Mate Travel Protection Plan and the coverage limits of each corresponding benefit.
- 8. Defendants can readily identify the *pro rata* share of the gross premium which is attributable to each policy benefit purchased by each insured under that person's specific plan.
- 9. Defendants' Travel Protection Plans do not address how to handle premium refunds with respect to Defendants' legal obligation to refund any portion of the gross insurance premium that was paid in advance for specific post-departure coverages that were in fact never provided.
- 10. When a policy holder informs Defendants that his or her trip is cancelled for whatever reason, Defendants do not return the *pro rata* portion of the gross premium which the insured paid exclusively for coverage of post-departure risks which risks are never assumed by, or transferred to Defendants, when his or her trip is cancelled prior to commencement of actual travel.
- 11. "If an insurer assumes no risk in a contract for insurance, then the insurer has suffered no bargained for detriment, and in the absence of that consideration the insured's premium must be returned." *Anderson v. Travelex Ins. Servs., Inc.*, No. 8:18-CV-362, 2019 WL 1932763, at *3 (D. Neb. May 1, 2019)

- 12. When an insured's trip is cancelled prior to departure, Defendants are obligated to return the portion of the premium paid for coverage of risks that are only applicable post-departure. This is because the portion of the gross premium paid in exchange for these exclusively post-departure benefits is unearned because Defendants were never at risk of having to cover the perils of actual travel.
- 13. The American Academy of Actuaries Travel Insurance Task Force found in its 2018 report that: "if a policy includes only benefits that cover postdeparture exposures (e.g., trip interruption, medical), there is no risk exposure between the policy purchase date and the departure date. Consequently, no premium should be earned for the pre-departure period." American Academy of Actuaries Travel Insurance Task Force, "Travel Insurance: An Actuarial Perspective," at 18 (Sept. 2018). 1
- 14. Defendants did not provide any consideration in return for the portion of the gross premium connected with post-departure perils, which Defendants always require be paid in advance of travel.
- 15. Defendants' systematic failure to return the unused and unearned premium to purchasers of Trip Mate's Travel Protection Plans is unconscionable, unjust, and unlawful. Each member of the proposed Class (defined below) has been similarly injured financially by Defendants' misconduct and is entitled to restitution of the portion of the gross premium that Defendants accepted in exchange for insuring against post-departure risks, but for which they never provided any coverage (*i.e.*, assumed the specified risks) in return.

 $^{^1\} https://www.actuary.org/sites/default/files/files/publications/TravelInsurance\ Monograph_09052018.pdf$

PARTIES

- 16. At all relevant times, Francis Rivard was (and continues to be) a citizen and resident of Michigan.
- 17. Defendant Trip Mate Insurance Services Inc. ("Trip Mate") is incorporated in Kansas and domiciled in Kansas City, Missouri. In 2019 Generali Global Assistance acquired Trip Mate. GGA is a divison of the Europ Assistance Group.
- 18. Defendant United States Fire Insurance Company's principal place of business is located in Morristown, NJ. It is licensed in all 50 states, DC, Virgin Islands and Puerto Rico and does business under Crum & Foster, a Fairfax Company. U.S. Fire Insurance underwrites Trip Mate Travel Protection Plans that are issued to insureds across the country.

JURISDICTION AND VENUE

- 19. This Court has original jurisdiction over the claims asserted herein individually and on behalf of the class pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005. Subject matter jurisdiction is proper because: (1) the amount in controversy in this class action exceeds five million dollars, exclusive of interest and costs; and (2) there are more than 100 Class members; (3) at least one member of the Class is diverse from the Defendants; and (4) the Defendants are not governmental entities.
- 20. Personal jurisdiction is proper as Defendants have purposefully availed themselves of the privilege of conducting business activities within this state. Venue is proper in this District pursuant to 28 U.S.C. § 1391, as a substantial part of the events giving rise to the claims asserted herein occurred in this District. At all pertinent times, Defendants were (and remain) in the business of marketing, advertising, distributing, and selling travel insurance throughout this state and nationwide.

FACTUAL ALLEGATIONS

A. <u>Defendants' Travel Insurance Policies and Practices</u>

- 21. Defendants sell single-trip travel insurance policies. These policies are designed specifically to cover the perils associated with a specific trip.
- 22. Pursuant to an agreement executed between Trip Mate and U.S. Fire Insurance, Trip Mate is responsible for collecting and refunding premium payments in connection with the travel insurance underwritten by U.S. Fire Insurance. Trip Mate is the plan administrator.
- 23. Defendants' travel insurance policies are sold through numerous platforms. Consumers can purchase individual retail travel insurance coverage through, among others, travel agents, tour operators, cruise lines, or any of Trip Mate's travel partners.
- 24. Trip Mate offers a variety of Travel Protection Plans to different organizations each of which includes insurance benefits, and can also include non-insurance benefits as explained below. These Travel Protection Plans protect against perils for both pre-departure and post-departure events.
- 25. Pre-departure insurance coverage is often provided jointly by Defendants as "Trip Cancellation" insurance coverage, which is a common pre-departure coverage offered by Defendants. ²
- 26. Other times, Trip Mate may provide pre-departure trip cancellation protection as a non-insurance benefit provided directly by the tour operator or provider.
- 27. For example, a Trip Mate Travel Protection Plan may include "Cancel for any Reason" coverage provided directly by the tour operator or provider. This benefit is not provided

6

² http://www.tripmate.com/plan/print_certificate/5F066314-787F-463D-825D-8BF4578B5AF6.

by the insurance company, but instead by the travel provider and allows consumers to cancel their trips and receive a refund for trip costs either in money or vouchers.

- 28. But -- the common denominator of Trip Mate's single-trip Travel Protection Plans (regardless of how the pre-departure protection is provided) is that they include at least one *insurance benefit* provided by Defendants covering a peril which can *only* arise post-departure and has zero possibility of ever occurring prior to commencement of the single insured trip.
- 29. The post-departure insurance coverages offered in Defendants' Travel Protection Plans include benefits for Trip Interruption, Missed Connection, Travel Delay, Medical Expense/Emergency Evacuation, Baggage and Personal Effects and Baggage Delay coverages.
- 30. The time for which various insurance coverage take effect differs depending on the type of coverage. For example, the pre-departure insurance coverage Trip Cancellation coverage begins "12:01 a.m. on the day after the date the appropriate payment for th[e] Plan is received."
- 31. Post-departure coverages, on the other hand, are not effective until the trip has commenced.
- 32. In the Travel Protection Plan sold to Plaintiff, the post-departure Trip Delay coverage does not commence until "after You have traveled 59 miles or more from home en route to join Your Trip." All other post-departure coverages begin "when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip." Regardless of the specific benefits offered, the coverage for post-departure benefits in Defendants' Travel Protection Plans expressly do not take effect until the trip begins.
- 33. Regardless of the purchase platform utilized, or the specific benefits included in any purchased Travel Protection Plan, Defendants, as a matter of standard course and practice, do

not refund any portion of the gross premium paid, including those premiums paid exclusively in exchange for post-departure coverage even when an insured does not commence the insured trip.

- 34. This practice is wrong. Defendants are not at risk of ever having to cover any post-departure perils until an insured begins his or her trip. When an insured trip is cancelled prior to departure, Defendants have neither accepted nor assumed any transferred risk of loss associated with post-departure perils, and as such, provide no consideration in exchange for, and have not earned, the premiums they have been paid to cover those particular risks. Therefore, when an insured's trip is cancelled prior to commencement, Defendants are required, but systematically fail, to return the *pro rata* portion of any gross premium already paid which represents the Defendants' charges for purportedly insuring against post-departure perils.
- 35. Indeed, Defendant provides no coverage for post-departure perils until the trip is actually commenced. Any coverage for post-departure perils prior to commencement of a trip is thus illusory and does not provide adequate consideration in exchange for a premium payment.

B. Allegations Related to Plaintiff

- 36. On December 12, 2019, Plaintiff purchased a travel package from CIE Tours International ("CIE"), specifically, the CIE Scottish & Irish Gold 15/days/14 nights Land tour scheduled to occur in May 2020. He purchased the tour through his travel agent Aloha Travels for himself and his wife. Mr. Rivard paid \$9,234 for the trip. This amount included the cost of the tour, airfare, travel, taxes and fees. The invoice included a website link to a page where Mr. Rivard could view his plan documents.
- 37. On the same day, Mr. Rivard purchased a Travel Protection Plan from Trip Mate, Plan Number F429C (the "Plan") for which he paid a total of \$598.00 in premium, \$299.00 each for his wife and himself.

- 38. The Travel Protection Plan that Mr. Rivard purchased included both pre and post-departure benefits. Part A of the Plan, "Cancel for Any Reason Waiver" was a non-insurance benefit provided by the travel provider CIE. Part B of the "Travel Protection Plan" was a single-trip travel insurance policy underwritten by US Fire Insurance.
- 39. Under Part A of Mr. Rivard's Trip Mate Travel Protection Plan, CIE agreed to reimburse Mr. Rivard in cash or in travel vouchers in the event Plaintiff cancelled his trip up to 24 hours prior to the scheduled trip departure for any of the reasons specified in the plan document.
- 40. Part B of Mr. Rivard's Trip Mate Travel Protection Plan provides post-departure insurance coverage exclusively, including the following coverages: (1) Trip Interruption; (2) Missed Connection; (3) Travel Delay; (4) Medical Expense/Emergency Evacuation; (5) Non-Medical Emergency Evacuation; (6) Accidental Death and Dismemberment; (7) Baggage and Personal Effects; and (8) Baggage Delay.
- 41. As discussed in above, the coverages for these post-departure perils did not take effect until commencement of the trip.
- 42. In or around March 2020, CIE cancelled the tour due to the COVID-19 pandemic.
- 43. CIE refunded \$6,549.50 of the \$9,234.00 total charge for the cancelled travel. However, it did not refund the remaining \$2,685 of the costs of the cancelled travel.
- 44. Mr. Rivard contacted his travel agent for assistance with filing a claim under his Trip Mate Travel Protection Plan. His travel agent filed a claim with Trip Mate on his behalf due to CIE's cancellation of the tour for the remaining unrefunded trip costs.

- 45. Trip Mate responded to the claim in a letter from the Trip Mate, Inc. Claims Department dated May 21, 2020, stating that "the reason provided for [Mr. Rivard's] trip cancellation is not a Specified Reasons covered under the Cancel for Any Reason benefit offered by CIE Tours." The letter noted that CIE would provide a Cancel for Any Reason Waiver non-insurance benefit provided by CIE in form two travel certificates in the amount of \$1,342.29 for each of the Rivards.
- 46. But, neither CIE nor Defendants ever refunded any premiums paid toward the Travel Protection Plan purchased by Plaintiff.
- 47. This was wrong. Because, Plaintiff never commenced his trip, the risks associated with post-departure perils never attached and none of the post-departure coverages were effective. Thus, there was no consideration for the portion of the premium paid for post-departure benefits. Therefore, Defendants were obligated to return that portion of the gross premium that Mr. Rivard paid for benefits exclusively covering post-departure risks.
- 48. Defendants' practice of failing to refund any portion of the premiums paid for post-departure benefits is systematic and uniform whenever an insured cancels an insured trip, or a trip is cancelled by the trip provider as occurred here, before he or she embarks on the trip.

CLASS ACTION ALLEGATIONS

49. Plaintiff brings this action as a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and all others similarly situated, on behalf of the proposed Class, initially defined as:

All persons (including natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons) who while in the United States, or who as residents of the United States, purchased a single-trip Travel Protection Plan from Defendants that included any coverages applicable exclusively to post-departure risks, canceled their insured trip or their trip was canceled prior to the scheduled departure, and did not receive a refund

from Defendants for the insurance premium paid exclusively for post-departure benefits.

- 50. Excluded from the Class are Defendants, their employees, officers, directors, legal representatives, heirs, successors and wholly- or partly-owned subsidiaries or affiliates.
- 51. The number of persons who are members of the Class is so numerous that joinder of all members in one action is impracticable. The Class is reasonably estimated to be at least in the thousands. While the precise number, names, and addresses of all members of the Class are unknown to Plaintiff, such information is ascertainable from Defendants' records, including the identity of its insureds and the policies and coverages purchased.
- 52. The claims of the Class all derive directly from Defendants' single uniform policy of not refunding insurance premiums paid for post-departure benefits, whenever a trip is canceled prior to the scheduled departure.
- 53. The objective facts are the same for all Class members: a) each paid a gross premium to Defendants as consideration for a travel insurance plan with pre-bundled coverage options, which included coverage protection exclusively against post-departure travel risks; b) each canceled their insured trip or their trip was canceled prior to the scheduled departure; and, Defendants unconscionably, unjustly and unlawfully failed in that precise circumstance to ever return to each and every Class member the *pro rata* portion of the gross premium that was paid for exclusively post-departure benefits (whether or not requested by the Class member).
- 54. Defendants did not differentiate, in degree of care or candor, their actions or inactions among individual members of the Class regarding their failure to make *pro rata* refunds of unearned, risk-free premiums for post-departure perils that Defendants never actually insured because the trips were canceled before departure. The objective facts are the same for all members of the Class. Within each Claim for Relief asserted below by the respective Class, the same legal

standards govern resolution of the same operative facts existing across all members' individual claims.

- 55. Because the claims of each member of the Class have a common origin and share a common basis in terms of Defendants' systematic misconduct, there are common questions of fact and law which exist as to each Class member under Federal Rule of Civil Procedure 23(a)(2), and which predominate over any questions affecting only individual members under Federal Rule of Civil Procedure 23(b).
- 56. Substantial questions of fact and law that are common to all members of the Class, and which control this litigation and predominate over any individual issues, include the following:
 - a) Whether Defendants, as a matter of course and policy, retained unearned, risk-free premiums paid exclusively for coverage of post-departure perils, whenever the purchaser of a Trip Mate Travel Protection Plan canceled his or her travel prior to his or her scheduled departure;
 - b) Whether by virtue of the trip being cancelled prior to departure, Defendants faced no risk of having to cover post-departure perils and thus retained unearned premium;
 - c) Whether by virtue of the of the trip being cancelled prior to departure, Defendants provided no consideration in exchange for the premiums paid exclusively for coverage of post-departure perils;
 - d) Whether it would be unjust for Defendants to retain the *pro rata* portion of the gross premium paid exclusively for post-departure coverage, when an insured's trip is cancelled prior to departure; and
- 57. Plaintiff's claims are typical of the claims of the Class and arise from the same Defendants' uniform course of conduct against the Class as a whole. There are no conflicts between the interests of the named Plaintiff and the interests of the members of the Class. The relief Plaintiff seeks is typical of the relief sought for the members of the Class.
- 58. Plaintiff will fairly and adequately represent and protect the interests of the Class because of the common injury and interests of the members of the Class and the singular conduct

of Defendants that is, and was, applicable to all members of the Class. Plaintiff has retained counsel competent and experienced in class action litigation that will adequately represent and protect the interests of the members of the Class.

- 59. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) not only because common questions of fact and law predominate, but also because a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the courts and Defendants and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Class. A class action, on the other hand, would achieve substantial economies of time, effort and expense, and would assure uniformity of decision as to persons similarly situated without sacrificing procedural fairness or bringing about other undesirable results.
- 60. Plaintiff is also not aware of any management difficulties that would preclude maintenance of this litigation as a class action. Rule 23 provides the Court with authority and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges.

CLAIM FOR RELIEF

Unjust Enrichment (On Behalf of Plaintiff and the Class)

- 61. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.
- 62. Defendants have been unjustly enriched at the expense of Plaintiff and other members of the Class as a result of Defendants' systematic and willful misconduct.

- 63. Plaintiff and other members of the Class have conferred a benefit upon Defendants, in the form of unearned, risk-free premiums, and Defendants have appreciated and knowingly retained that benefit without lawful justification or excuse. Defendants will not return the unearned, risk-free premiums which they have deliberately retained absent this litigation.
- 64. Whenever travel is canceled prior to commencement of the insured trip, Defendants' retention of the premiums paid for these post-departure benefits is unjust and inequitable because Defendants never assumed any risk of having to pay post-departure benefits to Plaintiff and other members of the Class.es Put simply, no coverage of any post-departure peril is ever transferred to or assumed by Defendants when a trip is cancelled, and thus, such coverage is wholly illusory since the *sine qua non* of post-departure travel insurance (irrespective of the type and level purchased within any particular Plan) is *actual travel* on the insured trip.
- 65. Never having been placed at risk, Defendants' retention of these premiums is also unjust because they have provided no consideration in return for their retention of these premiums.
- 66. Further, there is no lawful justification or excuse for Defendants' systematic and willful misconduct. The Travel Protection Plans executed by and between Plaintiff and other members of the Class, on the one hand, and Defendants, on the other, nowhere set forth the alleged right of Defendants to withhold refund of any premiums previously paid for post-departure benefits in the event that an insured needs to cancel his or her insured trip.
- 67. Because Defendants do not give any consideration for the premiums which are allocable to post-departure benefits, even if any portion of the insurance contract purported to allow retention of premiums paid for exclusively post-departure benefits when an insured does not commence travel, this provision would be void and/or ineffective as a matter of law.

68. It would be inequitable for Defendants to retain the profits obtained from their wrongful conduct because retaining such profits would come at the expense of Plaintiff and other members of the Class who are entitled to a *pro rata* refund of their gross premium. Plaintiff and other members of the Class are entitled to restitution and/or disgorgement of all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class, respectfully requests that the Court:

- A. Certify the Class defined herein pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3), and designate the Plaintiff as the representative of, and their undersigned counsel as Counsel for the Class;
- B. Enter judgments against each of the Defendants and in favor of the Plaintiff and the Class predicated on Defendants' unjust enrichment;
- C. Award Plaintiff and the Class actual and compensatory damages as allowed by law in an amount to be determined at trial;
- D. Award Plaintiff and the Class restitution and/or disgorgement of ill-gotten gains, as appropriate;
 - E. Award Plaintiff and the Class attorneys' fees and costs of suit;
- F. Award Plaintiff and the Class pre-judgment and post-judgment interest, as allowed by law;
 - I. Award Plaintiff and the Class injunctive relief, as appropriate; and
 - J. Award such further and additional relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff, on behalf of himself and the proposed Class, demands a trial by jury on all issues so triable.

Dated: February 1, 2021

BERGER MONTAGUE PC

Peter R. Kahana

Amey J. Park (NJ 070422014)

Y. Michael Twersky

1818 Market Street, Suite 3600

Philadelphia, PA.19103

Tel: (215) 875-3000

Fax: (215) 875-4604

pkahana@bm.net

apark@bm.net

mitwersky@bm.net

BERGER MONTAGUE PC

John G. Albanese

43 S.E. Main Street, Suite 505

Minneapolis, MN

55414

Tel:.(612) 594-5997

Fax:.(612) 584-4470

jalbanese@bm.net

Exhibit "A"

Plan Documents



for

POOK.PROTECT. ENJOY. A Safer Way to Travel



Travel Protection Plan

Please Note: This Plan may only be purchased within 14 days of the date Your initial payment or deposit for your Trip is received.



Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at www.tripmate.com.

Customer Service 1-833-210-0677

To Report A Claim

Present all claims to the Program Administrator:

Online at: www.tripmate.com

or by phone: Tel: 1-833-210-0677

Plan Number: F429C

Trip Mate, Inc.
(In CA & UT, dba Trip Mate Insurance Agency)
9225 Ward Parkway, Suite 200
Kansas City, Missouri 64114

One Call Worldwide Travel Assistance

To assist you while traveling, One Call multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services. A complete list of these services is included with this Plan.

To Contact One Call During Your Trip:

Within U.S.A. & Canada 1-800-555-9095

Outside U.S.A. & Canada 1-603-894-4710

The 24-Hour Assistance Services are provided by: One Call Worldwide Travel Services Network



The Cancel For Any Reason Waiver of this Part A is provided by CIE Tours.

CANCEL FOR ANY REASON WAIVER LIMIT

The maximum amount covered under this Cancel For Any Reason Waiver is Your Trip Cost.

CANCEL FOR ANY REASON WAIVER DETAILS

When purchased, this Cancel For Any Reason Waiver ("this Waiver") is incorporated into and constitutes a part of Your passenger contract with Us and becomes effective when We receive Your payment for this CIE Tours Travel Protection Plan ("this Plan"), provided that you purchase this Plan within the limited time period in which it is offered to You by Us.

What we will do under this Waiver:

- If you cancel Your Trip for any reason up to 24 hours before the scheduled Trip departure, We will waive Our corresponding cancellation penalties and reimburse You in cash or in travel vouchers (depending on Your reason for cancellation) for the nonrefundable portion of the Trip Cost.
- We will also refund any additional fees that You would otherwise incur for changes to Your per person occupancy rate if a person booked with You on Your Trip cancels his/her reservation with Us before the scheduled Trip departure and You do not cancel Your Trip.

Please Note: This Waiver does not cover fees or costs associated with any transportation, accommodations, or other travel services that are not arranged by Us. Any amount payable under this Waiver will be reduced by the amount of any Trip Cancellation amounts paid or payable under any other travel insurance or travel protection plan providing Trip Cancellation benefits.

How You are reimbursed under this Waiver:

- If You cancel Your Trip up to 24 hours before the scheduled Trip departure for any of the Specified Reasons listed below which first occur after Your purchase of this Plan and before Your scheduled Trip departure. We will reimburse You in cash.
- If you cancel Your Trip up to 24 hours before the scheduled Trip departure for any other reason, We will reimburse You with a travel voucher that can be used for future transportation, accommodations, and other travel services arranged by Us. The limitations on that travel voucher are explained below.

Specified Reasons:

- A Sickness, injury or death of You, a person booked to travel with You or a family member (regardless of whether or not the family member is traveling with You), which occurs before You depart on Your Trip. The Sickness or Injury must require examination and treatment by a physician at the time of cancellation and the treating physician must certify that the Sickness or Injury will prevent You from taking Your Trip;
- You (or a person booked with You on the Trip) are quarantined, selected for jury duty, or receive a court order to appear as a witness in a third party legal action;
- Your home (or the home of a person booked with You on the Trip) or Your destination accommodations are made uninhabitable by natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard) and remain uninhabitable during the time of Your Trip;
- Your place of employment (or the place of employment of a person booked with You on the Trip) is damaged due to a natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard), requiring You or Your traveling companion to remain at work instead of participating in the Trip as a result:
- a documented theft of Your passport or visa;
- a job transfer, other than a temporary assignment, by Your full-time employer (or by the full-time employer of a person booked with You on the Trip) of 250 miles or more from your current place of residence;
- You are involved in a documented traffic accident which causes You to miss Your Trip departure:
- You are delayed for 12 hours or more due to an unannounced organized labor strike, bad weather or mechanical breakdown of the common carrier on which You are scheduled to travel;

- Case 1:21-cv-01625-JHR Document 1-1 Filed 02/01/21 Page 3 of 19 Page D: 19
 e Cancel For Any Reason Waiver of this Part A is 9.9 Solution of an airport or the air traffic control system which prevents You from departing on Your Trip;
 - 10. You (or a person booked with You on the Trip) are called to emergency military duty following a natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard);
 - 11. You (or a person booked with You on the Trip) have a previously granted military leave or re-assignment is revoked;
 - You are terminated or laid off from Your job by an employer for whom You have worked for at least 1 year.

Defined Terms: Certain terms are used in Part A of this Plan and whenever used in Part A, have the following meaning:

"Family Member" means Your spouse, a legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or inlaw), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, business partner, domestic partner, or an adult or child caregiver and any of these relatives of a person booked to travel with You on Your Trip.

"Injury" means bodily harm caused by an accident.

"Pre-Existing Condition" means any existing illness, disease, or other condition during the 60 day period immediately prior to your purchase of this Plan for which You (or a person booked to travel with you) received, or received a recommendation for, a test, examination, or medical treatment because the condition worsened or became acute or there were symptoms which would cause a reasonable person to seek diagnosis, care or treatment; or for which a physician prescribed drugs or medicine.

If a condition is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period prior to your purchase of this Plan, this will not be considered to be a Pre-Existing Condition.

"Sickness" means an illness or disease of the body.

"Trip" means all of the transportation, accommodations, and other travel services arranged and booked by Us for which You have purchased this Plan.

"Trip Cost" means the amount You paid for Your Trip.

"We", "Us" and "Our" refers to CIE Tours.

"You" and "Your" refers to the person who purchased this Plan.

You will be reimbursed with a travel certificate under this Waiver if you cancel Your Trip before Your scheduled departure for any reason other than a Specified Reason listed above or if You cancel Your Trip due to any of the following reasons:

- suicide, attempted suicide, or any intentionally self-inflicted injury by You or any person booked on the Trip with You;
- 2. declared or undeclared war:
- 3. committing or attempting to commit a felony or being engaged in an illegal occupation;
- normal childbirth or pregnancy (except complications from pregnancy) or voluntarily induced abortion;
- a Pre-Existing Condition, as defined under this Part A, unless: (a) Your full payment for this Plan is received within 14 days of the date Your initial payment or deposit for Your Trip is received; and (b) You are not disabled from travel when you pay for this Plan;
- elective medical treatment and procedures;
- a mental or nervous condition, unless initially hospitalized for that condition after Your purchase of this Plan; or
- any reason which initially occurs prior to Your purchase of this Plan.

Travel certificates are subject to the following limitations:

CIE Tours travel certificates may be used like cash when purchasing a Trip with Us (other than the Restrictions below) and are valid for travel within 24 months of the date of issue (but no later than 26 months from the date Your Trip is canceled). The travel certificates are non-refundable and non-transferable and only issued in the name of the person(s) who canceled and are not redeemable for cash.

Restrictions: A travel certificate may not be used as a credit toward the initial deposit for a future trip, or to purchase a CIE Tours Travel Protection Plan.

This Part A, Cancel For Any Reason Waiver is provided by CIE Tours, and is not an insurance benefit underwritten by United States Fire Insurance Company.

IMPORTANT CONTACT INFORMATION

Plan Documents



POOK.PROTECT. ENJOY. A Safer Way to Travel



Travel Protection Plan

Please Note: This Plan may only be purchased up to 14 days after deposit for Your Trip.



Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at www.tripmate.com.

Customer Service 1-833-210-0677

To Report A Claim

Present all claims to the Program Administrator:

Online at: www.tripmate.com

or by phone: Tel: 1-833-210-0677

Plan Number: F429C

Trip Mate, Inc.
(In CA & UT, dba Trip Mate Insurance Agency)
9225 Ward Parkway, Suite 200
Kansas City, Missouri 64114

One Call Worldwide Travel Assistance

To assist you while traveling, One Call multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services. A complete list of these services is included with this Plan.

To Contact One Call During Your Trip:

Within U.S.A. & Canada 1-800-555-9095

Outside U.S.A. & Canada 1-603-894-4710

The 24-Hour Assistance Services are provided by: One Call Worldwide Travel Services Network

Part B

The Travel Insurance Benefits of this Part B are provided by United States Fire Insurance Company.

United States Fire Insurance Company Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

TRAVEL PROTECTION PLAN

This Plan of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased.

Signed for United States Fire Insurance Company By:

March Class 1/2 /haus Marc J. Adee James Kraus Chairman and CEO

Insurance provided by this Plan is subject to all of the terms and conditions of the Group Plan. If there is a conflict between the Plan and this Plan Document, the Plan will govern.

Secretary

If You are not satisfied for any reason, You may return Your Plan Document to Your Travel Supplier within 10 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Plan is void from the beginning.

Renewal: Coverage under this Plan is not renewable.

SHORT TERM COVERAGE **NON-RENEWABLE**

TABLE OF CONTENTS

SCHEDULE OF BENEFITS

SECTION I. Coverages SECTION II. **Definitions**

SECTION III. **Insuring Provisions** SECTION IV. **General Exclusions** SECTION V. **General Provisions**

SECTION VI. Coordination of Benefits

SCHEDULE OF BENEFITS

Benefit	Maximum Benefit Amount
Trip Interruption	Trip Cost
Missed Connection	\$500
Travel Delay (Up to \$150 Per Day)	\$1,000
Medical Expense/Emergency Evacuati	ion
Accident and Sickness Medical Exp Emergency Evacuation and Repatri	ense\$100,000 ation\$100,000
Non-Medical Emergency Evacuation	\$25,000
Accidental Death and Dismemberment	t\$25,000
Baggage and Personal Effects	\$2,500
Baggage Delay	\$500

SECTION I. COVERAGES

TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

- a. to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- b. to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:

- Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs while You are on Your Trip;
- Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) occurs while You are on Your Trip; b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician; and c) prevents Your continued participation on Your Trip;
- For the **Other Covered reasons** listed below:

provided such circumstances occur while coverage is in effect.

"Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion. such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result:

T210-CER -1-03-19

- d. a documenter free of 23 ports of 1625-JHR Document 1-1 Filed 122 Page 6 of 19 Page ID: 22
- e. a permanent transfer of employment of 250 miles or more;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel:
- Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- mechanical breakdown that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- m. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.

Additional Trip Interruption Benefits:

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$150 per day, limited to a maximum of \$1,000.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses up to \$150 per day, limited to a maximum of \$1,000.

The maximum payable under this Trip Interruption Benefit is the Maximum Benefit Amount shown in the Schedule of Benefits.

Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is interrupted for a covered reason and You do not interrupt Your Trip.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

MISSED CONNECTION

If You miss Your Trip departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a. any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b. documented weather condition preventing You from getting to the point of departure;
- c. guarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- a. Your Additional Transportation Cost to join Your Trip; and
- b. Your Prepaid expenses for the unused land or water Travel Arrangements.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

Benefits will be paid for reasonable accommodation, meal and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 12 hours or more while en route to or from, or during Your Trip, due to:

- a. any delay of a Common Carrier (the delay must be certified by the Common Carrier):
- b. a traffic accident in which You or Your Traveling Companion is not directly involved (must be substantiated by a police report);
- c. lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d. quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- a documented weather condition preventing You from getting to the point of departure.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a covered Injury or covered Sickness, which first occurs during Your Trip. Only Covered Expenses incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to \$750 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a covered Injury or covered Sickness. The Program Medical Advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

"Covered Expense" means expense incurred only for the following:

- The medical services, prescription drugs and therapeutic services ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
- Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a hospital room for recovery from a covered Injury or covered Sickness);
- Transportation furnished by a professional ambulance company to and/or from a Hospital.

Covered Expenses due to a Sickness are limited to a total of 90 days of treatment during Your Trip.

These benefits will not duplicate any benefits payable under the Plan or any coverage(s) attached to the Plan.

EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

1. Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the Program Medical Advisor determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

T210-CER -2-

If You are traveling alone and will be 45 spitalized by the Property 1-1 consecutive days and Emergency Medical Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the Program Medical Advisor).

- 2. Medical Repatriation: If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor:
 - i. one-way Economy Transportation;
 - ii. commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the Program Medical Advisor; or
 - iii. other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the Program Medical Advisor. Transportation must be via the most direct and economical route.

Hospital Of Choice

Subject to the terms and conditions of item # 2, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

3. Return of Remains: In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall:

- a. notify Us of any other insurance;
- b. help Us exercise Our rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits;
- c. not do anything after the loss to prejudice Our rights; and
- d. reimburse to Us, to the extent of any payment We have made, for benefits received from such other insurance.

Dispatch of a Physician: If the local attending Legally Qualified Physician and the Program Medical Advisor cannot adequately assess Your need for Medical Evacuation or Transportation, and a Physician is dispatched by the Program Medical Advisor to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

Filmon-Machical Emergency Evatura Brage ID: 23

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered Reason, as defined below.

Non-Medical Emergency Evacuation must occur within 14 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by One Call Worldwide Travel Services Network.

Non-Medical Emergency Evacuation Covered Reasons: We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a Natural Disaster;
- civil, military or political unrest; or
- Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

Non-Medical Emergency Evacuation Exclusions: We do not cover:

- loss or expense recoverable under any other insurance or through an employer;
- loss or expense arising from or attributable to:
 - (a) fraudulent or criminal acts committed or attempted by You;
 - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
 - (c) failure to maintain required documents or visas;
- 3) loss or expense arising from or attributable to:
 - (a) debt, insolvency, business or commercial failure;
 - (b) the repossession of any property; or
 - (c) Your non-compliance with a contract, license or permit;
- loss or expense arising from or due to liability assumed by You under any contract.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

24 HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits.

Table of Losses					
Type of Loss	Benefit Amount				
Loss of Life Loss of both hands Loss of both feet Loss of both eyes Loss of one hand and one foot Loss of one hand and one eye Loss of one foot and one eye Loss of one foot and one eye Loss of one hand Loss of one foot Loss of one foot	100% of Principal Sum100% of Principal Sum50% of Principal Sum50% of Principal Sum				

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof.

T210-CER -3-

Only one of the amount shows a show a few of 19 Page ID: 24 for Injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

The Principal Sum is shown in the Schedule of Benefits.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

BAGGAGE AND PERSONAL EFFECTS

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Plan; and (c) occurring while coverage is in effect.

Valuation and Payment of Loss: The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$300 per article.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$225 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- 1) repair or replace any part to restore the pair or set to its value before the loss; or
- 2) pay the difference between the value of the property before and after the loss.

A combined maximum of \$600 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

Baggage and Personal Effects does not include:

- 1) animals:
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors:
- 6) aircraft:
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15) professional or occupational equipment or property, whether or not electronic business equipment;
- sporting equipment if the loss results from the use thereof; or
- 17) telephones or PDA devices, computer hardware or software.

We will reimburse You, up to the amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 24 hours or more during Your Trip.

We will also reimburse You up to \$50 for expenses incurred during Your Trip to expedite the return of Your delayed Baggage. This coverage terminates upon Your arrival at the return destination of Your Trip.

Additional Limitations and Exclusions Specific to Baggage and Personal Effects:

Benefits are not payable for any loss caused by or resulting from:

- breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle:
- property illegally acquired, kept, stored or transported; e)
- f) Your negligent acts or omissions;
- Your property shipped as freight or shipped prior to the Scheduled g) Departure Date;
- electrical current, including electric arcing that damages or destroys electrical devices or appliances.

Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier.

Additional Claims Provisions Specific to Baggage

Your Duties After Loss of or Damage to Property or Delay of Baggage:

In case of loss, theft, damage or delay of baggage or personal effects, and You must:

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items; and
- e) allow Us to examine baggage or personal effects, if requested.

These benefits will not duplicate any other benefits payable under the Plan or any coverage(s) attached to the Plan.

SECTION II. DEFINITIONS

"Accident" means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

"Actual Cash Value" means current replacement cost for items of like kind and quality.

"Additional Transportation Cost" means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

"Baggage and Personal Effects" means luggage, personal possessions and travel documents taken by You on Your Trip.

"Bankruptcy or Default" means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

"Business Partner and and San Individual 2015 (a) Is involved una legal 1-1 general partnership with You and (b) is actively involved in the day to day management of Your business.

"Caregiver" means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

"Child Caregiver" means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

"Common Carrier" means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

"Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"Domestic Partner" means an opposite or same sex partner who, for at least 6 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. We may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

"Elective Treatment and Procedures" means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

"Family Member" means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

"Hospital" means: (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Inclement Weather" means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

(1) occurs while Your coverage is in effect under the Plan; and (2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

"Insured" means a person(s) who is booked to travel on a Trip, completes the enrollment form and for whom the required plan payment is paid, also referred to as You and Your.

"Intoxicated" means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

"Maximum Benefit Amount" means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

"Medically Necessary" means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

"Medical Treatment" means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment while coverage is in effect.

"Natural Disaster" means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

"Payments or Deposits" means the cash, check, or credit card amounts, actually paid for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

"Pre-Existing Condition" means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: (1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (2) took or received a prescription for drugs or medicine.

Item #2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Plan.

"Prepaid" means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein.

"Program Medical Advisor" means One Call Worldwide Travel Services Network.

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on Your Trip.

"Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

"Sickness" means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician; and 2) commences while Your coverage is in effect.

"Strike" means any organized and legally sanctioned labor disagreement—1 resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

"Third Party" means a person or entity other than You or Us.

"Transportation Expense" means the cost of Medically Necessary conveyance, personnel, and services or supplies.

"Travel Advisory or Travel Warning" means a U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specifically kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

"Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip.

"Travel Supplier" means CIE Tours.

"Traveling Companion" means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

"Trip" means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

"Us", "We", "Our" means United States Fire Insurance Company.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

SECTION III. INSURING PROVISIONS

Who Is Eligible For Coverage:

A citizen or resident of the United States of America who is booked to travel on Your Trip and for whom the required plan payment is paid.

When Coverage For Your Trip Begins – Coverage Effective Date:

Travel Delay: Coverage begins after You have traveled 50 miles or more from home en route to join Your Trip. This is Your "Effective Date" and time for Travel Delay.

All Other Coverages: Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages, except Travel Delay.

When Coverage For Your Trip Ends – Coverage Termination Date:

Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Plan. Termination of this Plan will not affect a claim for loss that occurs after plan payment has been paid.

Extension of Coverage:

All coverages under this Plan will be extended if Your entire Trip is covered by this Plan and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 10 days after the Scheduled Return Date.

Filed 02/01/21 Page 10 of 19 PageID: 26

SECTION IV. GENERAL EXCLUSIONS

Benefits are not payable for any loss due to, arising or resulting from:

- suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
- 2. an act of declared or undeclared war;
- participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
- 4. riding or driving in races, or speed or endurance competitions or events:
- mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- participating as a professional in a stunt, athletic or sporting event or competition;
- 7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race, speed contests, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
- 8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
- 10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
- dental treatment (except as coverage is otherwise specifically provided herein);
- due to a Pre-Existing Condition, as defined in the Plan. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
- any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
- a loss or damage caused by detention, confiscation or destruction by customs;
- 16. Elective Treatment and Procedures;
- medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
- 18. a mental or nervous condition, unless hospitalized for that condition while the Plan is in effect for You;
- a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Plan is not in effect for You; or
- Bankruptcy or Default or failure to supply services by a supplier of travel services.

Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- (a) Your payment for this Plan is received within 14 days of the date Your initial Payment or Deposit for Your Trip is received; and
- (b) You are not disabled from travel at the time Your plan payment is paid.

T210-CER -6-

be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Plan. For more information, You may consult the OFAC internet website at www.treas.gov/offices/enforcement/ofac/.

SECTION V. GENERAL PROVISIONS

Notice of Claim: Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

Claim Forms: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Time of Payment of Claims: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a. Your spouse;
- b. Your child or children jointly;
- c. Your parents jointly if both are living or the surviving parent if only one survives;
- d. Your brothers and sisters jointly; or
- e. Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the Plan may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) an Insured's estate, We may pay any amount due under the Plan to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Excess Insurance: The insurance provided by this Plan (except Accident and Sickness Medical Expense, Emergency Medical Evacuation, Medical Repatriation and Return of Remains) shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of plan payment paid.

Physician Examination and Autopsy: We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

Filed 02/01/2. All Planderns will be interpreted under the laws of the state

in which the Plan was issued. No legal action may be brought to recover on the Plan within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this Plan or claim has been concealed or misrepresented.

Other Insurance with Us: You may be covered under only one travel Plan with Us for each Trip. If You are covered under more than one such Plan, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Plan payments paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Subrogation: If We have made a payment for a loss under this Plan, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us: exercise Our rights in any reasonable way that We may request; not do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for Your Trip.

SECTION VI. COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

"Plan" is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group.

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

"This Plan" is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

"Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no 3rter of behen setemmation of the Plan either from those in the contract; or

 Filed determine the length of time affects of has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

"Secondary Plan" is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

"Allowable Expense" is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

"Claim" is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

"Claim Determination Period" is the period of time, which must not be less than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules. This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits;

(b) a change in the entity which page, provides or administers the Plan's

does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of: (a) the persons We have paid or for whom We have paid; (b) insurance companies; or (c) other organizations.

Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

T210-CER -8-

When used throughout this document "Company", "Our", "We", or "Us" means:

United States Fire Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "Grievance" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "Adverse Determination" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting:
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review:
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

Grievance

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination:
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

When used throughout this document "The Company", "Our", "We", or "Us" means:

United States Fire Insurance Company

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator Fairmont Speciality 5 Christopher Way, 3rd Floor Eatontown, New Jersey 07724

Disclosure Notice:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

What A Travel Retailer May Do:

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

- 1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
- 2. Referring specific coverage/feature/benefit questions to us;
- 3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
- 4. Collecting premiums on our behalf;
- 5. Receiving/recording information to share with us;

What A Travel Retailer May Not Do:

The Travel Retailer's employees:

- 1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
- 2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

Definitions

"Travel Insurance" means coverage for personal risks incidental to planned travel, including one or more of the following:

Interruption or cancellation of a trip or event; Loss of baggage or personal effects; Damage to accommodations or rental vehicles; or Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

"We, Us or Our" means Trip Mate, Inc.

DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]

- 1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
- 2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
 - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
 - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.

Non-Insurance Services

One Call 24-Hour Assistance Services **Global Xpi Medical Records Service**



One Call

Worldwide Travel Services Network

Medical Assistance - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

Medical Consultation and Monitoring - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

Medical Evacuation - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

Emergency Medical Payments - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

Prescription Assistance - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

Repatriation of Remains - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

24 Hour Legal Assistance - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

Nurse Helpline - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

Within U.S.A. & Canada Outside U.S.A. & Canada 1-800-555-9095

1-603-894-4710

YOUR PLAN NUMBER: F429C

One Call Concierge Services

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

One Call Business Services

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/ overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement. warranty service, etc.
- emergency travel arrangements

One Call Travel Solutions

24-Hour Worldwide Travel Services

Message Services - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

Language Interpretation Services - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

Emergency Cash Transfer - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

Pre-Trip Travel Services - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

Travel Document and Ticket Replacement - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

ACCESS YOUR MEDICAL RECORDS ONLINE

With Global XPI, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available.

Register at www.globalxpi.com or call, toll free:

1-800-379-9887 Use Program Code F429C

These Services are Provided by: Global Xpi, a Trip Mate brand.

The 24-Hour Assistance Services are provided by One Call Worldwide Travel Services Network. While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.

$_{ m JS~44~(Rev.~10/20)}$ Case 1:21-cv-01625-JHR **Cocumental Figure 1:21-cv-01625-JHR Cocumental Figure 1:21-cv-01625-JHR**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil d	ocket sheet. (SEE INSTRUC	CTIONS ON NEXT PAGE O	F THIS FO				
I. (a) PLAINTIFFS				DEFENDANTS			
Francis Rivard				Trip Mate, Inc. and United States Fire Insurance Company			
(b) County of Residence of First Listed Plaintiff Ingham (Michigan) (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant <u>Jackson (Kansas)</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name,	Address, and Telephone Numbe	r)		Attorneys (If Know	n)		
Berger Montague PC, 1818 M Berger Montague PC, 43 S.E.	arket St., Ste 3600, Philadel	phia, PA 19103 215-875-		J 13			
II. BASIS OF JURISD	ICTION (Place an "X" in	One Box Only)					Place an "X" in One Box for Plaintiff
1 U.S. Government Plaintiff	3 Federal Question (U.S. Government	Not a Party)		(For Diversity Cases Only on of This State	<i>PTF</i> □ 1	DEF 1 Incorporated or Pri of Business In T	
2 U.S. Government Defendant	▼ 4 Diversity (Indicate Citizensh	ip of Parties in Item III)	Citize	n of Another State	x 2	2 Incorporated <i>and</i> P of Business In A	
				n or Subject of a reign Country	3	3 Foreign Nation	6 6
IV. NATURE OF SUIT							buit Code Descriptions.
CONTRACT		RTS		RFEITURE/PENALTY		BANKRUPTCY	OTHER STATUTES
x 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgmen 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERT 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 285 Property Damage Product Liability PRISONER PETITION Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Othe 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of	74/ 75 8 79/ 46/	5 Drug Related Seizure of Property 21 USC 88 0 Other LABOR 0 Fair Labor Standards Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical Leave Act 0 Other Labor Litigation 1 Employee Retirement Income Security Act IMMIGRATION 2 Naturalization Application Actions	1	222 Appeal 28 USC 158 223 Withdrawal 28 USC 157 ROPERTY RIGHTS 20 Copyrights 230 Patent 335 Patent - Abbreviated New Drug Application 440 Trademark 840 Defend Trade Secrets Act of 2016 SOCIAL SECURITY 661 HIA (1395ff) 662 Black Lung (923) 663 DIWC/DIWW (405(g)) 664 SSID Title XVI 665 RSI (405(g)) EDERAL TAX SUITS 670 Taxes (U.S. Plaintiff or Defendant) 671 IRS—Third Party 26 USC 7609	375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit (15 USC 1681 or 1692) 485 Telephone Consumer Protection Act 490 Cable/Sat TV 850 Securities/Commodities/ Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
V. ORIGIN (Place an "X" i	in Ong Roy Only)	Confinement					1
x 1 Original 2 Re	moved from 3	Appellate Court	4 Reins Reop	ened Anot	007	rict Litigation Transfer	
	28 11 5 C 8 1332	tute under which you are	e filing \overline{d}	Oo not cite jurisdictional s	statutes ui	nless diversity):	
VI. CAUSE OF ACTION	Brief description of ca						_
VII. REQUESTED IN COMPLAINT:	X CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	Dl	EMAND \$		CHECK YES only JURY DEMAND:	if demanded in complaint: XYes No
VIII. RELATED CASI	E(S) (See instructions):	JUDGE			I	OOCKET NUMBER	
DATE 2/1/2021		SIGNATURE OF ATT	ORNEY C	OF RECORD		— Amey Pa	rk
FOR OFFICE USE ONLY						-	
RECEIPT# AI	MOUNT	APPLYING IFP		JUDGE		MAG. JUI	OGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Trip Mate Fails to Refund Premiums for Unused Insurance Coverage After Trip Cancellations, Class Action Claims</u>