

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

CASE NO.: \_\_\_\_\_

JAMES WOLFE, SONIA HERNANDEZ,  
MIGUEL HERNANDEZ, ERIKA BRUCE,  
SHIVON HARRIS, and SAMAD RAINEY,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

**CLASS ACTION COMPLAINT**

CARNIVAL CORPORATION d/b/a  
CARNIVAL CRUISE LINES,  
a foreign corporation,

**JURY DEMAND**

Defendant.

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs James Wolfe (“Wolfe”), Sonia Hernandez (“Mrs. Hernandez”), Miguel Hernandez (“Mr. Hernandez”), Erika Bruce (“Bruce”), Shivon Harris (“Harris”), and Samad Rainey (“Rainey”) (collectively, “Plaintiffs”) bring this action against Defendant Carnival Corporation d/b/a Carnival Cruise Lines (“Carnival”) on behalf of themselves and a putative class of other similarly situated consumers who paid a concealed kickback to Carnival when they purchased travel insurance policies through Carnival’s so-called “Vacation Protection Package.”

**INTRODUCTION**

1. Over the past few years, a number of states and insurance regulators have conducted extensive investigations into the travel insurance industry, including its use of “distribution participants” to solicit the purchase of travel insurance. These regulators have identified a number

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of unfair and deceptive marketing and sales tactics used to sell “travel insurance,” including the payment of undisclosed kick-backs to the “distribution participant” which are passed on to the consumer in the form of inflated premiums for the travel insurance product. These undisclosed kick-backs are further concealed by the distribution participant’s practice of bundling the insurance product together with other, non-insurance products for a single price, while at the same time giving the impression that the insurance product is being purchased by the consumer on a pass-through basis from the insurer.

2. As a result of the regulatory investigations into these practices, various insurance companies offering travel insurance products, including specifically Transamerica Casualty Insurance Company (“Transamerica”) and Nationwide Mutual Insurance Company (“Nationwide”), have entered into multi-state regulatory settlement agreements agreeing to cease these unfair and deceptive practices. However, none of these regulatory agreements have afforded relief directly to victimized consumers, nor have they prevented distribution participants, such as Carnival, from continuing to engage in these highly misleading – but lucrative – business practices.

3. Very recently, Senator Edward J. Markey of Massachusetts released a report on his investigation into many of these unfair and deceptive practices in the context of the online travel insurance industry.<sup>1</sup> The criticisms voiced in Senator Markey’s report include concerns that online travel insurance solicitations (1) offer only bare-bones travel insurance coverage with extensive exclusions; (2) utilize an online marketing process that encourages and pressures consumers to

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<sup>1</sup> Flyer Beware: Is Travel Insurance Worth It?: Senator Markey releases new report that details questionable travel insurance marketing practices for policies that overpromise and under-deliver, (August 21, 2018), <https://www.markey.senate.gov/news/press-releases/flyer-beware-is-travel-insurance-worth-it> (last accessed August 24, 2018); Flyer Beware: Is Travel Insurance Worth It? (August 2018) <https://www.markey.senate.gov/imo/media/doc/Flyer%20Beware%20Report.pdf> (last accessed August 24, 2018).

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purchase travel insurance policies; and (3) generate undisclosed fees that inflate the price of every travel insurance policy sold.

4. As alleged in detail below, Carnival has engaged in precisely these unfair and deceptive practices on a nationwide basis from its headquarters in Miami, Florida, through its on-line marketing and selling of travel insurance policies in its “Vacation Protection Package” (“VPP”). The purpose of this action is: (1) to compensate Plaintiffs and other victimized consumers for Carnival’s unfair and deceptive practices as a distribution participant in the sale of travel insurance, and (2) to put an end to Carnival’s use of such unfair and deceptive sales practices.

5. Specifically, Carnival’s VPP includes the offer of a travel insurance policy (“Travel Insurance Policy”), issued (a) before December 1, 2017, by Transamerica or its affiliates (“the Transamerica Policy”) and (b) after December 1, 2017 by Nationwide or its affiliates (“the Nationwide Policy”). Carnival’s website clearly states that the Travel Insurance Policy is independently underwritten by Transamerica or later Nationwide and through a hyperlink (“See a summary of state-specific Vacation Protection Information”), and directs the consumer to a non-Carnival website (<https://affinitytravelcert.com/>) which bears the logo of Aon Affinity (“Aon”), the managing general agent for Transamerica and Nationwide.

6. A reasonable consumer, like Plaintiffs, would thus believe that they are contracting directly with Transamerica or Nationwide for the purchase of the Travel Insurance Policy, and that the premium for that Travel Insurance Policy is passed through to Transamerica or Nationwide by Carnival from the price of the VPP.

7. In reality, Carnival receives an undisclosed kickback from Transamerica, Nationwide or Aon, in the form of concealed commission for every Travel Insurance Policy sold

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through its VPP. Carnival unfairly and deceptively conceals the kickback and the fact that consumers are paying inflated prices for the Travel Insurance Policies to pay for that kickback.

8. Plaintiffs accordingly seek relief for themselves and on behalf of a putative nationwide class of other similarly situated consumers who purchased a Travel Insurance Policy through Carnival's VPP ("the Class") under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. §§ 501.201–213. Alternatively, Plaintiffs seek relief for a statewide subclasses under FDUTPA and under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., respectively. Finally, Plaintiffs also seek declaratory and injunctive relief to put an end to Carnival's unfair and deceptive kickback practices.

9. Plaintiffs are not suing under any cruise ticket contract with Carnival; this action solely relates to Carnival's business practices concerning its omissions relating to independent sale of the Travel Insurance Policies and the remuneration Carnival receives as a distribution participant in that sale.

**PARTIES, JURISDICTION, AND VENUE**

10. Plaintiff Wolfe is, and at all material times was, an individual who resides in and is a citizen of Greenville County, South Carolina. Wolfe is over the age of 18 and is *sui juris*. Wolfe purchased a Travel Insurance Policy through Carnival's VPP on or about August 15, 2015.

11. Plaintiff Mrs. Hernandez is, and all material times was, an individual who resides in and is a citizen of Pinellas County, Florida. Mrs. Hernandez is over the age of 18 and is *sui juris*. Mrs. Hernandez purchased two Travel Insurance Policies through Carnival's VPP on or about May 17, 2016.

12. Plaintiff Mr. Hernandez is, and all material times was, an individual who resides in and is a citizen of Pinellas County, Florida. Mr. Hernandez is over the age of 18 and is *sui juris*.



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Mr. Hernandez purchased two Travel Insurance Policies through Carnival's VPP on or about May 17, 2016.

13. Plaintiff Bruce is, and at all material times was, an individual who resides in and is a citizen of Miami-Dade County, Florida. Bruce is over the age of 18 and is *sui juris*. Bruce purchased a Travel Insurance Policy through Carnival's VPP on or about December 17, 2017.

14. Plaintiff Harris is, and at all material times was, an individual who resides in and is a citizen of Middlesex County, New Jersey. Harris is over the age of 18 and is *sui juris*. Harris purchased a Travel Insurance Policy through Carnival's VPP on or about February 2, 2018.

15. Plaintiff Rainey is, and at all material times was, an individual who resides in and is a citizen of Middlesex County, New Jersey. Rainey is over the age of 18 and is *sui juris*. Rainey purchased a Travel Insurance Policy through Carnival's VPP on or about February 2, 2018.

16. Defendant Carnival, is a corporation and citizen of Florida, with its self-proclaimed "world headquarters" and principal place of business located 3655 NW 87th Avenue. Miami, FL. 33178. Carnival does business regularly throughout the United States, including and from within the state of Florida.

17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because this is an action for a sum exceeding \$5,000,000.00, exclusive of interest and costs, and in which at least one class member is a citizen of a state different than the defendant.

18. This Court has personal jurisdiction over Carnival because it continuously and systematically operates, conducts, engages in, and carries on business in Florida. Upon information and belief, Carnival's United States business operations (including specifically its functioning as a distribution participant for travel insurance) are controlled, directed, and for the most part carried out in Miami, Florida.

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19. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b) and § 1391(c) because Carnival resides in this district for purposes of the statute.

20. Carnival is subject to the personal jurisdiction of this Court for purposes of this action.

**COMMON ALLEGATIONS**

21. Carnival operates 25 ships which sail 1,500 voyages annually, calling on ports from Cozumel to Ketchikan.<sup>2</sup> The fleet's largest ship, *Vista*, can accommodate 3,900 guests.<sup>3</sup> In 2018, Carnival was estimated to hold an 8.9% share of cruise industry revenue (or \$4,167,000,000.00) and 22.0% of passengers (or 5,716,500).<sup>4</sup>

22. When a consumer visits Carnival's website, <http://www.carnival.com>, the site allows the consumer to select her preferred destination and travel dates.

23. At all material times, before completing their cruise purchases Carnival's website prompts customers to elect whether to purchase the VPP, which necessarily includes a Travel Insurance Policy. A copy of the VPP along with specimens of the Transamerica Policy and the Nationwide Policy are attached as Composite Exhibit A.

24. The Transamerica Policy and the Nationwide Policy each offer extremely limited coverage, operating as little more than an excess policy that pays secondary to "Other Valid and Collectible Group Insurance" or "indemnity." *See* Composite Exhibit A.

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<sup>2</sup> <http://phx.corporate-ir.net/phoenix.zhtml?c=200767&p=irol-funfacts> (last accessed August 24, 2018).

<sup>3</sup> *Id.*

<sup>4</sup> <https://www.cruisemarketwatch.com/market-share/> (last accessed August 24, 2018).

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25. Carnival marketed the VPP and the Travel Insurance Policies to its customers in a uniform fashion, such that when purchasing travel insurance the customer is exposed to the same marketing language soliciting the sale of the Travel Insurance Policy.

26. In making the Travel Insurance Policy available to customers on its website through the VPP, Carnival does not hold itself out as the seller or issuer of the Travel Insurance Policy. Carnival simply facilitates the sale of the Travel Insurance Policy as a distribution participant, by including it in the VPP.

27. At the same time Carnival marketed the VPP to its customers, however, it was receiving a kickback in the form of an undisclosed, unearned commission on the sale of the Travel Insurance Policies. Carnival deliberately omitted any disclosure of the kickback to Plaintiffs and the other members of the Class. Carnival's marketing practices were and are deceptive and unfair.

28. Carnival furthermore uses the VPP to further conceal its undisclosed profits in the sale of the Transamerica Policies and Nationwide Policies, by bundling the insurance and non-insurance products into a single price package. Specifically, the VPP is an amalgamation of three separate products offered for sale by three separate entities:

- The Cancellation Fee Waiver Program, a non-insurance product provided by Carnival. If a purchaser canceled her cruise for a covered reason, Carnival would waive its cancellation fee and refund the unused portion of the cruise.
- The Travel Insurance Policy an insurance product provided by Transamerica or Nationwide.
- The Carefree Worldwide Emergency Assistance Program, a non-insurance product provided by On Call International.

29. Although the VPP was and is sold for one consolidated price, it was and is marketed as being comprised of three separate products, only one of which was provided by Carnival, while the other two were provided by two different entities. Therefore, a reasonable consumer was misled

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into believing that the price she pays for the VPP is comprised of three “pass-through” charges, which Carnival simply collects and passes-through to each respective provider: a charge from Carnival for the Cancellation Fee Waiver, a pass-through charge from Transamerica or Nationwide for the Travel Insurance Policy, and a pass-through charge from On Call International for the Travel Assistance Program.

30. By bundling the Travel Insurance Policy into the VPP, Carnival is able to further conceal the fact that consumers were being vastly overcharged for the Travel Insurance Policy due to the kickbacks Carnival received for every Transamerica Insurance Policy sold through its VPP.

31. At all material times, Carnival aggressively marketed the VPP to its customers while concealing its profit interest in the sale of the Travel Insurance Policy. These marketing practices were deceptive and unfair.

32. For example, at all material times, before a customer can purchase a cruise ticket, Carnival’s website required customers to make an election to purchase the VPP (including the Travel Insurance Policy) in a completely separate transaction. Upon information and belief, until December 2017, if the customer refused to make an election regarding the VPP, then she could not proceed with purchasing her cruise ticket. The customer was forced to check either a “yes” or “no” box regarding purchase of the VPP. The “yes” option was highlighted in bold type and placed above the box for “no,” which did not appear in bold type. The customer could not simply ignore the offering and proceed to her ticket purchase transaction.

33. Upon information and belief, since December 2017, Carnival’s website still appears to require customers to make this election. Carnival’s website allows the customer to proceed with purchasing her cruise ticket without making an election, but the apparently “mandatory” choice still appears to the customer on Carnival’s website just as it did before December 2017, with the

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“yes” option highlighted in bold type and placed above the box for “no,” which does not appear in bold type.

34. Despite aggressively marketing the VPP on its website, Carnival has never disclosed that it receives a profit based on the sale of the Travel Insurance Policy. Indeed, in its VPP marketing materials, Carnival differentiated that while the Cancellation Fee Waiver Program is “provided by Carnival Cruise Lines,” the Travel Insurance Policy is underwritten by Transamerica or Nationwide, without more.

35. Through these misleading marketing materials, objective consumers would reasonably infer that when they purchased a VPP, the funds to cover the Travel Insurance Policy’s cost were transmitted to Transamerica, who Carnival identified as the company offering the Transamerica Policy for sale to the customer, or to Nationwide, who Carnival identifies as the company offering the Nationwide Policy for sale to the customer.

36. In reality, and completely unbeknownst to the consumer, the price charged for the Transamerica Policy was inflated because, in addition to charging the premium for the Transamerica Policy, Carnival charged and received the undisclosed, unearned commission from Transamerica in exchange for making Transamerica the exclusive travel insurance provider for the VPP. By selling the Transamerica Policy through the VPP, Carnival created for itself a massive hidden profit-center. Carnival continues these unfair and deceptive practices by selling the Nationwide Policy through the VPP.

37. In short, Carnival has, through omission, engaged in a pattern of unlawful profiteering, deceit, and self-dealing with regard to the Travel Insurance Policies.

38. Recently, travel insurers around the country, including both Transamerica and Nationwide, have entered into multi-state regulatory settlement agreements regarding their unfair

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and deceptive practices in the marketing of travel insurance. Attached as Composite Exhibit B are copies of the multi-state regulatory agreements Transamerica entered into on December 15, 2017 and Nationwide entered into on January 3, 2018.

39. A condition of Transamerica's multi-state regulatory agreement required Transamerica to exit the travel insurance industry entirely for five years as a result of the unfair and deceptive business practices Transamerica employed and allowed its distribution partners, such as Carnival, to employ.

40. Under the regulatory settlements, the unfair and deceptive practices travel insurers have agreed will no longer be used include:

- combining and packaging the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance in its rate filings and in the sale of Travel Insurance to consumers;
- allowing Distribution Participants to combine and package the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance when offering these products and services for sale; and
- charging a separate fee for travel insurance in addition to the travel insurance premium or add any charges or fees for any of the travel insurance products or related services without a separate written agreement with the insured.

*See* Composite Exhibit B.

41. Throughout the Class Period, Carnival engaged in these practices in the marketing and sale of the Travel Insurance Policy through Carnival's VPP. Since Nationwide and Transamerica entered into these multi-state regulatory agreements, Carnival has in some instances modified its website's functionality and marketing materials to attempt to conform to their requirements. Discovery will reveal the timing of these changes and past versions of Carnival's

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website that utilized highly deceptive and unfair tactics to mislead consumers into purchasing the Travel Insurance Policy so that Carnival could unfairly profit at consumers' expense.

42. Although Transamerica has exited the travel insurance industry as of December 31, 2017, since then Carnival has offered the Nationwide Policy in its VPPs, still utilizes the deceptive and unfair marketing and sales practices outlined in this Complaint, and is still receiving substantial kickbacks for every Travel Insurance Policy sold through its VPP.

43. Carnival has never disclosed to Plaintiff, or any of the class members, the true nature of its relationship with Transamerica or Nationwide. Specifically, Carnival never disclosed the fact that it received a substantial kickback on the Transamerica Policy that Carnival offered for sale with the VPP. Nor has Carnival ever disclosed that it is still receiving substantial kickbacks on every Travel Insurance Policy it sells.

44. The VPP (and certainly the Travel Insurance Policies) would have been offered to Plaintiffs at a lower price but for the kickbacks paid to Carnival.

**PLAINTIFF-SPECIFIC ALLEGATIONS**

**i. James Wolfe**

45. On or about August 15, 2015, Wolfe purchased a Carnival VPP containing the Transamerica Policy for \$147.00, online through Carnival's website. *See* Exhibit C.

46. On the date that Wolfe purchased the VPP, he did not know about Carnival's kickback scheme. Wolfe would not have purchased the VPP had he known that the price of the VPP or Travel Insurance Policy was inflated because of the kickback from Transamerica or Aon to Carnival in exchange for placement as the exclusive travel insurance provider for Carnival. Instead, Wolfe would have purchased a stand-alone insurance policy from another insurer, or self-insured.

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47. The VPP (and certainly the Transamerica Policy) would have been offered at a lower price but for the kickback to Carnival.

48. As a consequence of purchasing the Transamerica Policy, Wolfe lost money in the form of the overcharge paid as a result of the kickback to Carnival.

**ii. Sonia and Miguel Hernandez**

49. On or about May 17, 2016, Mr. and Mrs. Hernandez purchased two Carnival VPPs containing the Transamerica Policy, one for \$158.00 and the other for \$207.00, online through Carnival's website. *See* Composite Exhibit D.

50. On the date that Mr. and Mrs. Hernandez purchased the VPP, they did not know about Carnival's kickback scheme. Mr. and Mrs. Hernandez would not have purchased the VPP had they known that its price was inflated because of the kickback from Transamerica to Carnival in exchange for placement as the exclusive travel insurance provider for Carnival. Instead, Mr. and Mrs. Hernandez would have purchased a stand-alone insurance policy from another insurer, or self-insured.

51. The VPP (and certainly the Transamerica Policy) would have been offered at a lower price but for the kickback to Carnival.

52. As a consequence of purchasing the Transamerica Policy, Mr. and Mrs. Hernandez lost money in the form of an overcharge paid as a result of the kickback to Carnival.

**iii. Erika Bruce**

53. On or about December 17, 2017, Bruce purchased a Carnival VPP containing the Nationwide Policy for \$218.00, online through Carnival's website. *See* Exhibit E.

54. On the date that Bruce purchased the VPP, she did not know about Carnival's kickback scheme. Bruce would not have purchased the VPP had she known that the price of the



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VPP or Travel Insurance Policy was inflated because of the kickback from Nationwide or Aon to Carnival in exchange for placement as the exclusive travel insurance provider for Carnival. Instead, Bruce would have purchased a stand-alone insurance policy from another insurer, or self-insured.

55. The VPP (and certainly the Nationwide Policy) would have been offered at a lower price but for the kickback to Carnival.

56. As a consequence of purchasing the Nationwide Policy, Bruce lost money in the form of the overcharge paid as a result of the kickback to Carnival.

**iv. Shivon Harris and Samad Rainey**

57. On or about February 5, 2018, Harris and Rainey purchased a Carnival VPP containing the Nationwide Policy for \$190.00, online through Carnival's website. *See* Exhibit F.

58. On the date that Harris and Rainey purchased the VPP, they did not know about Carnival's kickback scheme. Harris and Rainey would not have purchased the VPP had they known that its price was inflated because of the kickback from Nationwide or Aon to Carnival in exchange for placement as the exclusive travel insurance provider for Carnival. Instead, Harris and Rainey would have purchased a stand-alone insurance policy from another insurer, or self-insured.

59. The VPP (and certainly the Transamerica Policy) would have been offered at a lower price but for the kickback to Carnival.

60. As a consequence of purchasing the Nationwide Policy, Harris and Rainey lost money in the form of the overcharge paid as a result of the kickback to Carnival.

**CLASS ACTION ALLEGATIONS**

61. Plaintiffs bring this Complaint as a class action pursuant to Federal Rule of Civil Procedure 23.

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**A. Class Definitions**

62. Plaintiffs bring this action against Carnival on behalf of themselves and all other persons similarly situated. Plaintiffs seek to represent the following nationwide class:

All persons who, within the applicable limitations period, purchased a Travel Insurance Policy through Carnival's Vacation Protection Plan. Excluded from this class are Carnival, its affiliates, subsidiaries, agents, board members, directors, officers, and/or employees ("the Class").

63. Alternatively, Plaintiffs seek the certification of the following subclasses for residents of the states of Florida and New Jersey:

**i. Florida subclass:**

All Florida persons who, within the applicable limitations period, purchased a Travel Insurance Policy through Carnival's Vacation Protection Plan. Excluded from this class are Carnival, its affiliates, subsidiaries, agents, board members, directors, officers, and/or employees.

**ii. New Jersey subclass:**

All New Jersey persons who, within the applicable limitations period, purchased a Travel Insurance Policy through Carnival's Vacation Protection Plan. Excluded from this class are Carnival, its affiliates, subsidiaries, agents, board members, directors, officers, and/or employees.

64. Plaintiffs reserve the right to modify or amend the definition of the proposed Class before or after the Court determines whether such certification is appropriate. In particular, Plaintiffs may amend the complaint to join in additional consumers from other states in order to seek the certification of additional statewide classes or subclasses.

65. Carnival has subjected Plaintiffs and the members of the Class to the same unfair, unlawful, and deceptive practices and harmed them in the same manner. The conduct described above was Carnival's standardized and uniform business practice.

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**B. Numerosity**

66. The individual class members are so numerous that joinder of all members in a single action is impracticable. Carnival operates 1,500 cruises a year, and upon information and belief, it has sold thousands of Travel Insurance Policies during the Class Period.

67. The individual Class members are ascertainable, as the names and addresses of all Class members can be identified in the business records maintained by Carnival. The precise number of Class members number at least in the thousands and can only be obtained through discovery, but the numbers are clearly more than can be consolidated in one complaint such that it would be impractical for each member to bring suit individually. Plaintiffs do not anticipate any difficulties in the management of the action as a class action.

**C. Commonality/Predominance**

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

- a. Whether Carnival engaged in a deceptive and unfair business practice by omitting disclosure of its financial interest in offering and selling the Travel Insurance Policies;
- b. Whether Carnival further concealed the omission by bundling the insurance and non-insurance products to lead the reasonable consumer to believe it was a pass-through charge for the Travel Insurance Policies;
- c. Whether Carnival received undisclosed kickbacks, commissions, or fees from the sale of the Travel Insurance Policies;
- d. Whether and to what extent Carnival's conduct has caused injury to the Plaintiffs and the other members of the Class;
- e. Whether and to what extent Carnival's unfair and deceptive practices are ongoing such that declaratory and/or injunctive relief are warranted.

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**D. Typicality**

69. Plaintiffs are members of the Class they seek to represent. Plaintiffs' claims are typical of the respective Class claims because of the similarity, uniformity, and common purpose of Carnival's challenged misconduct conduct. Each Class member has sustained, and will continue to sustain, damages in the same manner as Plaintiffs as a result of Carnival's challenged practices.

**E. Adequacy of Representation**

70. Plaintiffs are adequate representatives of the Class they seek to represent and will fairly and adequately protect the interests of the Class members. Plaintiffs are committed to the vigorous prosecution of this action and has retained competent counsel, highly experienced in litigation of this nature, to represent them. There is no hostility between Plaintiffs and the unnamed Class members. Plaintiffs anticipate no difficulty in the management of this litigation as a Class action.

71. To prosecute this case, Plaintiffs have chosen the undersigned law firms, which have the financial and legal resources to meet the substantial costs and legal issues associated with this type of consumer class litigation.

**F. Requirements of Fed. R. Civ. P. 23(b)(3)**

72. The questions of law or fact common to Plaintiffs' and each Class member's claims predominate over any questions of law or fact affecting only individual members of the class. All claims by Plaintiffs and the unnamed Class members are based on the common marketing and sales practices Carnival utilized in its sale of the Travel Insurance Policies to Plaintiffs and the unnamed Class members.

73. Common issues predominate when, as here, liability can be determined on a class-wide basis, even when there will be some individualized damages determinations.

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74. As a result, when determining whether common questions predominate, courts focus on the liability issue, and if the liability issue is common to the class as is in the case at bar, common questions will be held to predominate over individual questions.

**G. Superiority**

75. A class action is superior to individual actions in part because of the non-exhaustive factors listed below:

- a. Joinder of all Class members would create extreme hardship and inconvenience for the affected customers as they reside throughout the country;
- b. Individual claims by Class members are impractical because the costs to pursue individual claims exceed the value of what any one Class member has at stake. As a result, individual Class members have no interest in prosecuting and controlling separate actions;
- c. There are no known individual Class members who are interested in individually controlling the prosecution of separate actions;
- d. The interests of justice will be well served by resolving the common disputes of potential Class members in one forum;
- e. Individual suits would not be cost effective or economically maintainable as individual actions; and
- f. The action is manageable as a class action.

**H. Requirements of Fed. R. Civ. P. 23(b)(1) & (2)**

76. Prosecuting separate actions by or against individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the party opposing the Class.

77. Carnival has acted or failed to act in a manner generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

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**COUNT I**

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

**(Alleged on behalf of the Class, or alternatively a Florida Subclass)**

78. Plaintiffs re-allege paragraphs 1 through 77 as if fully set forth herein and further allege the following.

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

80. FDUTPA, section 501.201, *et seq.*, Florida Statutes, prohibits “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” § 501.204, Fla. Stat.

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

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

83. Carnival’s conduct of utilizing deceptive and unfair marketing and sales practices and charging inflated amounts for the Travel Insurance Policies to Plaintiffs and the other members of the Class violates FDUTPA. Carnival’s challenged conduct was conceived, devised, planned, implemented, approved, and executed within the State of Florida, which has an interest in prohibiting violations of FDUTPA by defendants operating from within the State.

84. Carnival is not a bank or savings and loan association regulated by the Florida Office of Financial Regulation of the Financial Services Commission. Further, it is not a bank or savings and loan association regulated by federal agencies.

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85. At all material times, Carnival engaged in unlawful schemes and courses of conduct through one or more of the unfair and deceptive acts and practices:

- a. Taking kickbacks, in the form of, among other things, unearned and undisclosed commissions from the sales of the Travel Insurance Policies in exchange for making Transamerica (before December 1, 2017) and/or Nationwide (from December 1, 2017 on) the exclusive travel insurance provider for the VPP, and therefore charging an inflated price for the cost of the Travel Insurance Policies.
- b. Bundling the Travel Insurance Policies with non-insurance products into the VPP and charging a single price for the VPP, so consumers did not know what amounts they were paying for each of the three bundled products/services; and
- c. Presenting the VPP to create the impression that it was comprised of three pass-through charges: (1) the cost of the Cancellation Fee Waiver, (2) the cost of the Travel Insurance Policy, and (3) the cost of Travel Assistance, even though Carnival took an unearned, undisclosed commission from the inflated price of the Travel Insurance Policy.

86. The concealment and omissions of material facts and deceptions alleged in the foregoing paragraphs occurred in connection with Carnival's trade and commerce in Florida.

87. Plaintiffs and the other members of the Class have sustained actual damages in the form of Carnival's kickback as a direct and proximate result of Carnival's unfair and unconscionable practices. Section 501.211(2), Florida Statutes, provides Plaintiff and the other members of the Class a private right of action against Carnival and entitles them to recover their actual damages, plus attorneys' fees and costs.

88. Carnival still utilizes many of the deceptive acts and practices described above and is still collecting a significant unearned commission from every Travel Insurance Policy sold. Plaintiffs and the other members of the Class have suffered and will continue to suffer irreparable harm if Carnival continues to engage in such deceptive, unfair, and unreasonable practices. Section 501.211(1) entitles Plaintiffs and the Class to obtain declaratory and injunctive relief to put an end to Carnival's unfair and deceptive scheme.

*James Wolfe, et al. v. Carnival Corporation d/b/a Carnival Cruise Lines*  
*Class Action Complaint*

**WHEREFORE**, Plaintiffs, on behalf of themselves and the Class, demand judgment against Carnival for compensatory damages, pre- and post-judgment interest, attorneys' fees, injunctive and declaratory relief, costs incurred in bringing this action, and any other relief as this Court deems just and proper.

**COUNT II**

**VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**

**(Alleged alternatively on behalf of a New Jersey Subclass)**

89. Plaintiffs Harris and Rainey re-allege paragraphs 1 through 77 as if fully set forth herein and further allege the following.

90. The New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*, prohibits the "use or employment by any person of unconscionable commercial practice, deception, fraud, false pretense, false promise and misrepresentation . . . in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby." N.J.S.A. 56:8-2.

91. At all material times, Carnival engaged in, and continues to engage in, unconscionable commercial practices, deceptive acts, unlawful schemes and misrepresentations in the conduct of its trade and/or commerce in the State of New Jersey, through one or more of the following unfair and deceptive acts and practices:

- a. Taking kickbacks, in the form of, among other things, unearned and undisclosed commissions from the sales of the Travel Insurance Policies in exchange for making Transamerica (before December 1, 2017) and/or Nationwide (from December 1, 2017 on) the exclusive travel insurance provider for the VPP, and therefore charging an inflated price for the cost of the Travel Insurance Policies.
- b. Bundling the Travel Insurance Policies with non-insurance products into the VPP and charging a single price for the VPP, so consumers did not know



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*Class Action Complaint*

what amounts they were paying for each of the three bundled products/services; and

- c. Presenting the VPP to create the impression that it was comprised of three pass-through charges: (1) the cost of the Cancellation Fee Waiver, (2) the cost of the Travel Insurance Policy, and (3) the cost of Travel Assistance, even though Carnival took an unearned, undisclosed commission from the inflated price of the Travel Insurance Policy.

92. The concealment and omissions of material facts and misrepresentations and deceptions alleged in the preceding paragraphs occurred in connection with Carnival's trade and commerce in New Jersey.

93. The NJCFA provides that "[a]ny person who suffers an ascertainable loss of moneys or property, real or personal, as a result of the use or employment by another person any method, act, or practice declared unlawful under the [NJCFA] may bring an action or assert a counterclaim therefore in any court of competent jurisdiction." N.J.S.A. 56:9-19.

94. Plaintiffs Harris and Rainey and the New Jersey Subclass are "person(s)" as that term is defined in N.J.S.A. 56:8-1(d).

95. Plaintiffs Harris and Rainey and the New Jersey Subclass have sustained actual damages in the form of Carnival's kickback as a direct and proximate result of Carnival's unfair and unconscionable practices. Plaintiffs Harris and Rainey and the New Jersey Subclass have a private right of action against Carnival and are entitled to recover, in addition to their actual damages, a threefold award of damages sustained by any person, interest, plus attorneys' fees and costs. N.J.S.A. 56:8-19.

96. Carnival still utilizes many of the deceptive acts and practices described above and is still collecting a significant unearned commission from every Travel Insurance Policy it sells. Plaintiffs Harris and Rainey and the New Jersey Subclass have suffered and will continue to suffer

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*Class Action Complaint*

irreparable harm if Carnival continues to engage in such deceptive, unfair, and unreasonable practices.

**WHEREFORE**, Plaintiffs, on behalf of themselves and all similarly situated New Jersey Subclass members, demand an award against Carnival in the amounts by which it has been unjustly enriched at Plaintiffs' and the Subclass Members' expense, and such other relief as this Court deems just and proper.

**PRAYER FOR RELIEF**

Plaintiffs accordingly respectfully request that the Court enter its Orders and Judgment:

- a. Certifying this action to be a proper class action maintainable pursuant to Rule 23(a) and Rule 23(b)(1) and (2), or Rule 23(b)(3), *Federal Rules of Civil Procedure*, and appointing Plaintiffs as representatives of the Class(es), and appointing undersigned counsel as Class Counsel;
- b. Enjoining Carnival from continuing the acts and practices challenged by the Plaintiffs, including an order requiring Carnival to make full disclosure to consumers of its retention of Travel Insurance Policy premiums sold through the VPP and the amount of the kickback it receives;
- c. Awarding Plaintiff and the Classes damages, injunctive relief, declaratory relief, attorneys' fees, and costs under FDUTPA;
- d. Finding that Carnival has been unjustly enriched and requiring it to make restitution of all unjust benefits paid by Plaintiff and Class members, together with pre-judgment interest;
- e. Awarding pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- f. Awarding Plaintiff and Class members costs and disbursements and reasonable allowances for the fees of Plaintiff's and the Class Counsel and experts, and reimbursement of expenses;
- g. Awarding such other relief as the Court deems just, equitable and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial as to all claims so triable.

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Dated: August 24, 2018.

Respectfully submitted,

By: /s/ Adam Moskowitz

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*Class Action Complaint*

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## CIVIL COVER SHEET

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

**I. (a) PLAINTIFFS** James Wolfe, Sonia Hernandez, Miguel Hernandez, Erika Bruce, Shimon Harris and  
**DEFENDANTS** Carnival Corporation d/b/a Carnival Cruise Lines, a foreign corporation

**(b)** County of Residence of First Listed Plaintiff **Greenville County**  
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Miami-Dade County**  
 (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 Number)

Attorneys (If Known)

The Moskowitz Law Firm, 2 Alhambra Plaza, Ste. 601, Coral Gables, FL 33134 - Tel: (305) 740-1423

**(d)** Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- PTF DEF**
- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☒ 4
- Citizen of Another State ☒ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability		<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<b>LABOR</b>	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 490 Cable/Sat TV
	<b>Habeas Corpus:</b>	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act		<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 441 Voting		<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 442 Employment		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 443 Housing/Accommodations		<input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<b>IMMIGRATION</b>		<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 490 Cable/Sat TV
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 490 Cable/Sat TV
				<input type="checkbox"/> 490 Cable/Sat TV

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation - Direct File ☐ 9 Remanded from Appellate Court

## VI. RELATED/RE-FILED CASE(S)

(See instructions: a) Re-filed Case ☐ YES ☐ NO **JUDGE:** Jose E. Martinez

b) Related Cases ☒ YES ☐ NO **DOCKET NUMBER:** 16-cv-23901-JEM

## VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

The class action is brought pursuant to Fed.R.Civ.P. 23

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

## VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE August 24, 2018

SIGNATURE OF ATTORNEY OF RECORD

*Jorge Martinez*

FOR OFFICE USE ONLY  
RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

**VI. Related/Refiled Cases.** This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

**VII. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VIII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

Southern District of Florida

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**





## CARNIVAL CRUISE VACATION PROTECTION

Designed for the Guests of Carnival Cruise Lines

Carnival wants you to have the best vacation ever, with nothing to think about except how much **FUN** you're going to have. That's why we created Carnival's Cruise Vacation Protection. Carnival's Cruise Vacation Protection package of benefits has been designed to give you the peace of mind that comes with having the following:

### Cruise Vacation Protection Package of Benefits:

- **Carnival Cancellation Fee Waiver Program** – waives the non-refundable cancellation provision of your cruise Ticket Contract and pays you the value of the unused portion of your prepaid cruise vacation in the event that you or your traveling companion need to cancel your cruise vacation (for specified reasons). In addition, should you or your traveling companion need to cancel your cruise for “any other reason”, you may be eligible for cruise credits up to 75% of the non-refundable, prepaid cruise vacation cost. Brought to you by Carnival Cruise Lines\*.
- **Carnival Travel Insurance Program** – provides coverage for independently-booked air, accident and sickness medical benefits, evacuation, baggage protection and much more. Underwritten by Transamerica Casualty Insurance Company.
- **Carefree™ Worldwide Emergency Assistance Program** – provides 24-hour assistance services including: pre-cruise health, safety and weather information; assistance with travel changes; lost luggage assistance; emergency cash transfer assistance; emergency medical and dental assistance; lost travel document assistance; and emergency medical payment assistance. Provided by On Call International.

We recommend adding Carnival's Cruise Vacation Protection to your reservation, so that you can get back to the important planning decisions like what to pack!

Please note that payment of the required cruise deposit does not automatically activate enrollment in Carnival's Cruise Vacation Protection. To activate enrollment, the appropriate program costs must be paid in addition to the required cruise deposit amount. Please keep these documents for your records.

*\* For New York state residents, the Carnival Cancellation Fee Waiver Program is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000.*

**COMPOSITE EXHIBIT A**



## **CRUISE VACATION PROTECTION**

### **Cancellation Fee Waiver Program**

#### **Ticket Contract Addendum**

#### **Provided By Carnival Cruise Lines\***

*\* For New York state residents, the Carnival Cancellation Fee Waiver Program is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000.*

The Carnival Cancellation Fee Waiver Program offers our valued guests the opportunity to receive a refund from Carnival Cruise Lines (beyond the standard refund policy published in our cruise brochure) for those otherwise non-refundable cruise vacation-related costs prepaid to Carnival Cruise Lines, should you cancel or interrupt your cruise vacation for the reasons stated below.

### **Carnival Cruise Cancellation & Interruption Fee Waiver**

(For Specified Reasons).....Cash Refund Up to Total Cruise Vacation Cost

This Cancellation Fee Waiver Program is an addendum to your cruise Ticket Contract. Through the Cancellation Fee Waiver Program, Carnival Cruise Lines will waive their standard cancellation provision and refund to you **IN CASH** the otherwise non-refundable value of the unused portion of your prepaid cruise vacation, should you or your traveling companion need to cancel or interrupt your cruise vacation for any one of the following reasons (subject to the restrictions noted below\*\*):

1. sickness, injury or death to yourself, a traveling companion, or members of either of your immediate families which is diagnosed and treated by a physician at the time your cruise vacation is terminated;
2. you are involuntarily terminated or laid off by your employer (of one continuous year or greater);
3. involvement in a traffic accident en route to departure that causes you to miss your cruise;
4. your home is made uninhabitable by a natural disaster such as flood, earthquake, hurricane, volcano, tornado, wildfires or blizzard;
5. being called to serve jury duty or subpoena;
6. you are called into active military service to provide aid or relief in response to a national disaster;
7. National Oceanic and Atmospheric Administration issues a Severe Weather Warning or Watch en route to, or at, the port of embarkation within 48 hours of your scheduled departure; or
8. the airline, bus, train or cruise ship is delayed due to inclement weather which prevents you from reaching your port of embarkation and this delay causes you to miss more than 50% of your cruise vacation.

Carnival Cancellation Fee Waiver refunds are also provided if you are charged a change in occupancy/single supplement charge as a result of your traveling companion's cancellation due to one of the reasons cited above.

**Important:** Please advise your travel agent, Carnival Cruise Lines and the Program Administrator as soon as possible in the event of cancellation. Refunds will not be provided for additional charges incurred that would have not been charged had you notified these parties as soon as reasonably possible.



**\*\*Please note the following restrictions:**

Carnival will not waive their cancellation fee and provide a cash refund, should you cancel or interrupt your cruise vacation for any of the following reasons:

- a condition that first presents, worsens, becomes acute, or has symptoms causing a person to seek diagnosis, care or treatment, or prompts a change in medication, during the 60 days before the Cancellation Fee Waiver Program is purchased;
- a condition related to: elective abortion; use of alcohol or drugs other than as prescribed by a doctor; psychological disorders (unless hospitalization is required) or pregnancy (unless hospitalization is required);
- business, contractual, or educational obligations of you, a family member or a traveling companion;
- declared or undeclared war or act of war;
- service in the armed forces of any country;
- unlawful acts (committed by you, a family member or a traveling companion); or
- any specified reason cited previously that occurs prior to the purchase of the Cancellation Fee Waiver Program.

#### **Where To Report Cancellations & Interruptions:**

Contact your travel agent, Carnival Cruise Lines or the Program Administrator IMMEDIATELY to advise of your situation and to avoid any non-reimbursable expenses due to late notification. The Program Administrator will send you a form that must be completed by you and the treating doctor (if applicable). Instructions will be provided as to what other information may be needed if cancellation/interruption is caused by a non-medical reason. The Program Administrator can be contacted 24 hours a day online at **[www.travelclaim.com](http://www.travelclaim.com)** or Monday – Friday 8 AM – 10 PM (Eastern) and Saturdays 9 AM – 5 PM (Eastern) by calling 1-800-331-2796 or 1-516-342-2720.

*\* For New York state residents, the Carnival Cancellation Fee Waiver Program is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000.*

### **SPECIAL CRUISE VACATION PROTECTION CANCELLATION ENHANCEMENT**

**Cruise Vacation Protection “ANY REASON” Cruise Credits.....  
Up to 75% of the non-refundable prepaid Cruise Vacation Cost**

#### **Provided by Carnival Cruise Lines**

In the event that you choose to cancel for a reason not authorized above or for a reason that is otherwise restricted, at any time up until departure, and you have purchased Cruise Vacation Protection, Carnival Cruise Lines will provide you a cruise credit equal to 75% of the non-refundable value of your cruise vacation prepaid to Carnival Cruise Lines, for your use toward a future cruise. This additional enhancement is offered by Carnival Cruise Lines as a special service to guests that purchase this ticket contract Cancellation Fee Waiver Program Addendum and is available only if purchased prior to final payment (for the Cruise Vacation). Certain restrictions on the use of these cruise credits (such as blackout periods) may apply. To be eligible for credits, notification of cancellation must be given to Carnival Cruise Lines prior to the ship's departure. Once you've cancelled with Carnival Cruise Lines, please contact the Program Administrator at **1-800-331-2796** regarding cruise credits.



## Carnival Travel Insurance Program

Underwritten By Transamerica Casualty Insurance Company

Policy Number: MZ0911098H0000A

Description Of Coverages	Maximum Benefit Amount
--------------------------	------------------------

### Part A. Travel Arrangement Protection

Trip Cancellation for Independently Booked Air.....	Up To Total Original Airfare Cost
Trip Interruption for Independently Booked Air.....	Up To Total Original Airfare Cost
Trip Delay.....	\$500

### Part B. Medical Protection

Emergency Evacuation.....	\$30,000
Repatriation.....	\$30,000
Accident Medical Expense.....	\$10,000
Sickness Medical Expense.....	\$10,000

### Part C. Baggage Protection

Baggage and Personal Effects .....	\$1,500
Baggage Delay .....	\$500

*The benefits provided in this program are subject to certain restrictions and exclusions, including the Pre-Existing Condition Exclusion. Please read this brochure in its entirety for a description of all coverage terms and conditions. Note: Words beginning with capital letters are defined in this text in this Description of Coverage.*

### Part A. Travel Arrangement Protection

#### Pre-Departure Trip Cancellation For Independently Booked Air

We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Cruise Vacation due to your, an Immediate Family Member's, Traveling Companion's, or Business Partner's Sickness, Injury, or death or Other Covered Events as defined, that occur(s) before departure on your Covered Cruise Vacation. The Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) require the examination and treatment by a Physician at the time the Covered Cruise Vacation is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Cruise Vacation.



### **Pre-Departure Trip Cancellation Benefits For Independently Booked Air**

We will reimburse you, up to the amount in the Schedule for the amount of prepaid, non-refundable, and unused Payments or Deposits.

### **Post-Departure Trip Interruption For Independently Booked Air**

We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if due to your, an Immediate Family Member's, Traveling Companion's or Business Partner's Sickness, Injury or death or Other Covered Events as defined: 1) your arrival on your Covered Cruise Vacation is delayed; or 2) you are unable to continue on your Covered Cruise Vacation after you have departed on your Covered Cruise Vacation. For item 1) above, the Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) for item 2) above, commence while you are on your Covered Cruise Vacation and your coverage is in effect under the plan; and c) for both items 1) and 2) above, require the examination and treatment by a Physician at the time the Covered Cruise Vacation is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Cruise Vacation or to prevent you from continuing your Covered Cruise Vacation.

### **Post-Departure Trip Interruption Benefits For Independently Booked Air**

We will reimburse you, up to the amount in the Schedule, for the following: 1) the additional transportation expenses by the most direct route from the point you interrupted your Covered Cruise Vacation: (a) to the next scheduled destination where you can catch up to your Covered Cruise Vacation; or (b) to the final destination of your Covered Cruise Vacation; 2) the additional transportation expenses incurred by you by the most direct route to reach your original Covered Cruise Vacation destination if you are delayed and leave after the Scheduled Departure Date. However, the benefit payable under 1) and 2) above will not exceed the cost of a one-way economy air fare by the most direct route, less any refunds paid or payable for your unused original tickets; 3) reasonable additional accommodation and transportation expenses (up to \$100 per day) incurred to remain near a covered traveling Immediate Family Member or Traveling Companion who is hospitalized during your Cruise Vacation.

**Important:** You, your Traveling Companion and Immediate Family Member booked to travel with you must be medically capable of travel on the day you purchase this coverage. The covered reason for cancellation or interruption of your Cruise Vacation must occur after your effective date of Trip Cancellation coverage. Please note: Benefits will not be paid for expenses not refunded in the event of your travel agent's, the airline's or Carnival Cruise Line's insolvency.

**"Other Covered Events"** means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy: a change in plans by you, an Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy: a) being directly involved in a documented traffic accident while en route to departure; b) being hijacked, Quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, an Immediate Family Member traveling with you or a Traveling Companion is not: 1) a party to the legal action; or 2) appearing as a law enforcement officer; c) having your Home made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster; d) being called into active military service to provide aid or relief in the event of a national disaster; e) your involuntary termination of employment or layoff which occurs after your effective date of coverage. You must have been continuously employed with the same employer for 1 year prior to the termination or layoff; f) National Oceanic and Atmospheric Administration issues a Severe Weather Warning or Watch en route to, or at, Your port of embarkation within 48 hours of your scheduled departure; or g) your Common Carrier is delayed due to inclement weather which prevents you from reaching your destination and the delay causes you to miss more than 50% of your Cruise Vacation.



### **Trip Delay**

If your Covered Cruise Vacation is delayed, we will reimburse you, up to the amount shown in the Schedule, for unused land or water travel arrangements, less any refund paid or payable, and reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls, and economy transportation to catch up to your Cruise Vacation or to return Home. We will not pay benefits for expenses incurred after travel becomes possible.

Trip Delay must be caused by or result from: 1) Common Carrier delay; 2) loss or theft of your passport(s), travel documents or money; 3) being Quarantined; 4) hijacking; 5) adverse weather; 6) a documented traffic accident while you are en route to departure; 7) unannounced strike; 8) a civil disorder.

## **Part B. Medical Protection**

### **Medical Expense/Emergency Assistance Benefits**

We will pay this benefit, up to the amount in the Schedule, for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Cruise Vacation; 3) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses that exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance. We will advance payment to a Hospital, up to \$1,000, if needed to secure your medically necessary admission.

#### **Covered Expenses:**

##### **Accident Medical Expense/Sickness Medical Expense:**

1. expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses, charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services incurred by you within one year from the date of your Sickness or Injury;
2. expenses for emergency dental treatment incurred by you during a Covered Cruise Vacation;

##### **Emergency Evacuation:**

3. expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisors prior approval;
4. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to your place of residence, when deemed medically necessary by the attending Physician, subject to the Program Medical Advisors prior approval;
5. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days;
6. expenses for transportation not to exceed the cost of one-way economy class air fare to your place of residence including escort expenses if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to the Program Medical Advisors prior approval;
7. expenses for one-way economy class air fare to your place of residence from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the plan;





#### **Repatriation:**

8. repatriation expenses for preparation and air transportation of your remains to your place of residence, or up to an equivalent amount for a local burial in the country where death occurred, if you die while on your Covered Cruise Vacation.

**In Parts A & B (except Emergency Evacuation and Repatriation) we will not pay for any loss caused by or incurred resulting from a Pre-Existing Condition Exclusion as defined below.**

**Pre-Existing Condition** means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you or your Traveling Companion, or Immediate Family Member who is scheduled or booked to travel with you:

- 1) received or received a recommendation for a diagnostic test, examination, or medical 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 Policy.

If you have any questions concerning this exclusion, please call 1-800-331-2796 for further clarification.

### **Part C. Baggage Protection**

#### **Baggage and Personal Effects Benefits**

We will reimburse you, less any amount paid or payable from any other valid and collectable insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage, or destruction of your Baggage during your Covered Cruise Vacation.

#### **Valuation and Payment of Loss**

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 80% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your proof of loss. 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.

#### **Baggage Delay Benefits**

We will reimburse you, up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you if your Baggage is delayed by a Common Carrier for 24 hours or more during the Covered Cruise Vacation. You must be a ticketed passenger on a Common Carrier. This coverage terminates upon your arrival at the return destination of your Covered Cruise Vacation.



## Definitions

**Accident** means a sudden, unexpected, unintended and external event, which causes Injury.

**Actual Cash Value** means purchase price less depreciation.

**Baggage** means luggage, personal possessions and travel documents taken by you on the Covered Cruise Vacation.

**Business Partner** means an individual who is involved, as a partner, with you in a legal general partnership and shares in the management of the business.

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

**Covered Cruise Vacation** means: a period of travel away from Home to a destination outside your city of residence; the purpose of the Cruise Vacation is business or pleasure and is not to obtain health care or treatment of any kind.

**Cruise Vacation** means a trip for which coverage has been elected and the plan payment paid, and all travel arrangements are arranged by Carnival Cruise Lines prior to the Scheduled Departure Date of the trip. Also covered by this definition are any direct round trip air flights booked by others to and from the scheduled Cruise Vacation departure and return cities, provided the dates of travel are within 14 total days of the scheduled land tour or cruise dates.

**Domestic Partner** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**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.

**Home** means your primary or secondary residence.

**Hospital** means an institution, which meets all of the following requirements: 1) it must be operated according to law; 2) it must give 24 hour medical care, diagnosis, and treatment to the sick or injured on an inpatient basis; 3) it must provide diagnostic and surgical facilities supervised by Physicians; 4) registered nurses must be on 24 hour call or duty; and 5) the care must be given either on the hospital's premises or in facilities available to the hospital on a pre-arranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing, or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward, or other section of a hospital used for such purposes).





**Immediate Family Member** includes your or the Traveling Companion's spouse, child, spouse's child, son-daughter-in-law, parent(s), sibling(s), grandparent(s), grandchild, step brother-sister, step-parent(s), parent(s)-in-law, brother-sister-in-law, aunt, uncle, niece, nephew, cousin, Domestic Partner, or ward.

**Injury** means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a 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.

**Insurer** means Transamerica Casualty Insurance Company.

**Original Airfare** means air arrangements that are any direct round trip air flights booked by others to and from the scheduled Cruise Vacation departure and return cities, provided the dates of travel for the air flights are within 14 total days of the scheduled land tour or cruise dates.

**Other Valid and Collectible Group Insurance** means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

**Payments or Deposits** means the cash, check, or credit card amounts actually paid to the Policyholder for your Covered Cruise Vacation.

**Physician** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or an Immediate Family Member of yours.

**Plan Participant** means an eligible person who arranges a Covered Cruise Vacation and pays any required plan payment.

**Policy** means the contract issued to the Policyholder providing the benefits specified herein.

**Policyholder** means the legal entity in whose name this Policy is issued, as shown on the benefit Schedule.

**Quarantined** means the isolation of a person afflicted with or exposed to a communicable disease, the purpose being to prevent the spread of disease.

**Program Medical Advisors** means On Call International.

**Schedule** means the benefit schedule shown on the Description of Coverage for each Plan Participant.

**Scheduled Departure Date** means the date on which you are originally scheduled to leave on your Covered Cruise Vacation.

**Scheduled Return Date** means the date on which you are originally scheduled to return to the point where the Covered Cruise Vacation started or to a different final destination.



**Sickness** means an illness or disease of the body which: 1) requires examination and treatment by a Physician; and 2) commences while the plan is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the effective date of this plan is not a Sickness as defined herein and is not covered by the plan.

**Traveling Companion** means a person whose name appears with you on the same Cruise Vacation arrangement and who, during the Cruise Vacation, will share accommodations with you.

**Usual and Customary Charge** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90th percentile.

## **General Plan Exclusions**

### **In Parts A & B:**

**We will not pay for any loss or expense caused by or incurred resulting from:** a Pre-Existing Condition, as defined in the plan. This Exclusion does not apply to benefits under covered expenses emergency medical evacuation or repatriation of remains of the Medical Expense/Emergency Assistance Benefits coverage, or for Trip Cancellation/Trip Interruption claims resulting from death.

### **In Parts A & B:**

**We Will Not Pay For Any Loss Under The Plan Caused By Or Incurred Resulting From:** 1) mental, nervous, or psychological disorders, except if hospitalized; 2) being under the influence of drugs or intoxicants, unless prescribed by a Physician; 3) normal pregnancy, except if hospitalized; or elective abortion; 4) declared or undeclared war, or any act of war; 5) service in the armed forces of any country; 6) operating or learning to operate any aircraft, as pilot or crew; 7) any unlawful acts, committed by you or a Traveling Companion (whether Plan Participant or not); 8) any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law; 9) Elective Treatment and Procedures; 10) medical treatment during or arising from a Covered Cruise Vacation undertaken for the purpose or intent of securing medical treatment; 11) business, contractual or educational obligations of you or an Immediate Family Member; 12) failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements; 13) a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

### **In Part C:**

#### **Items Not Covered**

**We Will Not Pay For Damage To Or Loss Of:** 1) a loss or damage caused by detention, confiscation or destruction by customs; 2) animals; 3) property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof; 4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; 5) documents or tickets, except for administrative fees required to reissue tickets; 6) money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards; 7) property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **Losses not covered**

**We will not pay for loss arising from:** 1) theft or pilferage from an unattended vehicle; 2) mysterious disappearance.



## Term Of Coverage

### When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of: 1) the date the plan payment has been received by Carnival Cruise Lines; 2) the date and time you start your Covered Cruise Vacation; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Cruise Vacation.

Pre-Departure Trip Cancellation coverage will take effect on the day your plan payment is received by Carnival Cruise Lines. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Cruise Vacation if the required plan payment is received.

### When Coverage Ends

Your coverage automatically ends on the earlier of: 1) the date the Covered Cruise Vacation is completed; 2) the Scheduled Return Date; 3) your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Cruise Vacation covered by the Plan.

If your air arrangements are greater than 4 total days before and/or after your Cruise Vacation, you will also be covered for Trip Interruption, Trip Delay, and benefits under Parts B and C on the day(s) you are flying to/from your destination.

## Claims Procedure

- 1) **TRIP CANCELLATION CLAIMS:** Contact your travel agent, Carnival Cruise Lines and Aon Affinity IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Aon Affinity will then forward the appropriate claim form that must be completed by you AND THE ATTENDING PHYSICIAN, if applicable.
- 2) **ALL OTHER CLAIMS:** Report your claim as soon as possible to Aon Affinity. Provide the policy number, your travel dates, and details describing the nature of your loss. Upon receipt of this information, Aon Affinity will promptly forward you the appropriate claim form to complete.

**Online:** <http://www.travelclaim.com>

**Mail:** Aon Affinity, 300 Jericho Quadrangle, PO Box 9022, Jericho, NY 11753

**Phone:** 1-800-331-2796 or 1-516-342-2720

**Office Hours:** 8 A.M. – 10 P.M. ET, Monday – Friday, 9 A.M. – 5 P.M. ET, Saturday

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g., airline, cruise line, hotel, etc.) for any loss, theft, damage, or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay. You must receive initial treatment within 90 days of the accident that caused the Injury or the onset of the Sickness.



## Enrollment Procedure

In order to quickly effect coverage and protect your Cruise Vacation deposit(s), make payment for the applicable plan cost to Carnival upon booking your Cruise Vacation. If you wish to purchase the Carnival Travel Insurance Program only, please contact Aon Affinity.

Please note: Payment for the plan may not be accepted after the Cruise Vacation Protection cost has been paid in full. Payment of the cruise deposit does not automatically activate enrollment in the plan. In order to activate enrollment, you must pay the appropriate plan cost in addition to the required cruise deposit amount.

This program was designed and administered by Aon Affinity.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency. Affinity Insurance Services is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

**For additional information regarding the plan, call: 1-800-331-2796 or 1-516-342-2720**

**Office hours: 8 A.M. – 10 P.M. ET, Monday – Friday, 9 A.M. – 5 P.M. ET, Saturday**

## General Provisions

**Our Right To Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

## Claims Provisions

**Payment of Claims** - Claims for benefits provided by the plan will be paid as soon as written proof is received.

Benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate or, if no estate, to your beneficiary. 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.

The Carnival Travel Insurance Program is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 (all states except as otherwise noted) under Policy/Certificate Form series TAHC5000. In CA, HI, NE, NH, PA, TN, and TX, Policy/Certificate Form series TAHC5100 and TAHC5200. In IL, IN, KS, LA, OH, OR, VT, WA, and WY, Policy Form #'s TAHC5100IPS and TAHC5200IPS. Certain coverages are under series TAHC6000 and TAHC7000.

This is a brief Description of Coverage which outlines the benefits and amounts of coverage that may be available to you. If you are a resident of one of the following states (IL, IN, KS, LA, OH, OR, VT, WA, or WY), your Policy is provided on an individual form. To obtain a copy of your Individual Policy or your Group Certificate for all other states based upon your state of residence, or information regarding the insurance premium portion of your plan cost, visit <http://www.affinitytravelcert.com> or call 1-800-453-4090. Your Individual Policy or Group Certificate will govern the final interpretation of any provision or claim. For Maryland residents only, to file a complaint with the Maryland Department of Insurance, call 1-800-492-6116 or visit [www.mdinsurance.state.md.us](http://www.mdinsurance.state.md.us).



This plan provides insurance coverage that applies only 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 policies. If you have any questions about your current coverage, call your insurer, insurance agent or broker. The purchase of this plan is not required in order to purchase any other travel product or service offered to you by your travel retailers. Unless individually licensed as an insurance agent, your travel agent is not qualified or authorized to answer your technical questions about the benefits, exclusions or conditions of this plan or to evaluate the adequacy of any existing insurance coverage you may have. Questions should be directed to the plan administrator at the toll-free number provided.

**Notice to New York residents:** The Carnival Cancellation Fee Waiver Program may be purchased separately from the Carnival Travel Insurance Program. Contact 1-888-722-2195 for details.

**Ten Day Right To Examine**

If you are not satisfied for any reason, you may cancel your coverage within 10 days of your receipt of this document. Your premium will be refunded, provided there has been no incurred covered expense and you have not departed on your Covered Trip. When so returned, the coverage is void from the beginning. Request a refund in writing by providing your contact information as well as copy of your plan description to our authorized agent, Aon Affinity, 300 Jericho Quadrangle, P.O. Box 9022, Jericho, NY 11753.

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## **CAREFREE™ WORLDWIDE EMERGENCY ASSISTANCE**

Provided By On Call International

CareFree™ Travel Assistance .....	24/7
Medical Assistance .....	24/7
Emergency Services .....	24/7

**Not a care in the world... when you have our 24/7 global network to assist you on your travels.**

### **CareFree™ Travel Assistance**

#### **Travel Arrangements**

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

#### **Pre-Cruise Information**

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

#### **Documents and Communication**

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

### **Medical Assistance Services**

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements



- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

### Emergency Services

- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency family travel arrangements

CareFree™ Travel Assistance, Medical Assistance and Emergency Services can be accessed by calling On Call International at 1-(866) 509-7712 or, from outside the U.S. or Canada, call collect: 1-(603) 894-9386.

*\* If you have any difficulty making this collect call, contact the local phone operator to connect you to a US-based long-distance service. In this case, please let the Assistance Provider answering the phone know the number you are calling from, so that he/she may call you back. Any charges for the call will be considered reimbursable benefits.*

Note that the problems of distance, information, and communications make it impossible for the Program Administrator, Carnival Cruise Lines, or On Call International to assume any responsibility for the availability, quality, use, or results of any emergency service. In all cases, you are still responsible for obtaining, using, and paying for your own required services of all types.

## Carnival Vacation Protection

### Cover Page

Carnival Cruise Line has partnered with Aon Affinity and Nationwide Mutual Insurance Company to provide our guests with travel protection. This document holds all of the relevant information you will need in regard to your travel protection plan.

**Please review the following three (3) sections:**

- **Cancellation Fee Waiver Program**  
*Provided by Carnival Cruise Line*
- **Travel Protection Plan Policy**  
*Including Applicable State Exceptions provided by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH*
- **Worldwide Emergency Assistance Services**  
*Provided by On Call International*



## Cancellation Fee Waiver Program

*The following Cancellation Fee Waiver Program is provided by Carnival Cruise Line and is not an insurance benefit.*

The Carnival Cancellation Fee Waiver Program offers our valued guests the opportunity to receive a refund from Carnival Cruise Line (beyond the standard refund policy published in our cruise brochure) for those otherwise non-refundable cruise vacation-related costs prepaid to Carnival Cruise Line, should you cancel or interrupt your cruise vacation for the reasons stated below.

### **Carnival Cruise Cancellation & Interruption Fee Waiver**

(For Specified Reasons) .....Cash Refund Up to Total Cruise Vacation Cost

This Cancellation Fee Waiver Program is an addendum to your cruise Ticket Contract. Through the Cancellation Fee Waiver Program, Carnival Cruise Line will waive their standard cancellation provision and refund to you **IN CASH** the otherwise non-refundable value of the unused portion of your prepaid cruise vacation, should you or your traveling companion need to cancel or interrupt your cruise vacation for any one of the following reasons (subject to the restrictions noted below\*\*):

1. sickness, injury or death to yourself, a traveling companion, or members of either of your immediate families which is diagnosed and treated by a physician at the time your cruise vacation is terminated;
2. you are involuntarily terminated or laid off by your employer (of one continuous year or greater);
3. involvement in a traffic accident en route to departure that causes you to miss your cruise;
4. your home is made uninhabitable by a natural disaster such as flood, earthquake, hurricane, volcano, tornado, wildfires or blizzard;
5. being called to serve jury duty or subpoena;
6. you are called into active military service to provide aid or relief in response to a national disaster;
7. National Oceanic and Atmospheric Administration issues a Severe Weather Warning or Watch en route to, or at, the port of embarkation within 48 hours of your scheduled departure; or
8. the airline, bus, train or cruise ship is delayed due to inclement weather which prevents you from reaching your port of embarkation and this delay causes you to miss more than 50% of your cruise vacation.

Carnival Cancellation Fee Waiver refunds are also provided if you are charged a change in occupancy/ single supplement charge as a result of your traveling companion's cancellation due to one of the reasons cited above.

**Important:** Please advise your travel agent, Carnival Cruise Line and the Program Administrator as soon as possible in the event of cancellation. Refunds will not be provided for additional charges incurred that would have not been charged had you notified these parties as soon as reasonably possible.

**\*\*Please note the following restrictions:**

Carnival will not waive their cancellation fee and provide a cash refund, should you cancel or interrupt your cruise vacation for any of the following reasons:

- a condition that first presents, worsens, becomes acute, or has symptoms causing a person to seek diagnosis, care or treatment, or prompts a change in medication, during the 60 days before the Cancellation Fee Waiver Program is purchased;
- a condition related to: elective abortion; use of alcohol or drugs other than as prescribed by a doctor; psychological disorders (unless hospitalization is required) or pregnancy (unless hospitalization is required);
- business, contractual, or educational obligations of you, a family member or a traveling companion;
- declared or undeclared war or act of war;
- service in the armed forces of any country;
- unlawful acts (committed by you, a family member or a traveling companion); or
- any specified reason cited previously that occurs prior to the purchase of the Cancellation Fee Waiver Program.

**Where To Report Cancellations & Interruptions:**

Contact your travel agent, Carnival Cruise Line or the Program Administrator IMMEDIATELY to advise of your situation and to avoid any non-reimbursable expenses due to late notification. The Program Administrator will send you a form that must be completed by you and the treating doctor (if applicable). Instructions will be provided as to what other information may be needed if cancellation/interruption is caused by a non-medical reason. The Program Administrator can be contacted 24 hours a day online at [www.travelclaim.com](http://www.travelclaim.com) or Monday – Friday 8 AM – 10 PM (Eastern) and Saturdays 9 AM – 5 PM (Eastern) by calling 1-800-331-2796 or 1-516-342-7262.

**SPECIAL VACATION PROTECTION CANCELLATION ENHANCEMENT**

**Vacation Protection “ANY REASON” Cruise Credits.....Up to 75% of the non-refundable prepaid Cruise Vacation Cost**

**Provided by Carnival Cruise Line**

In the event that you choose to cancel for a reason not authorized above or for a reason that is otherwise restricted, at any time up until departure, and you have purchased Vacation Protection, Carnival Cruise Line will provide you a cruise credit equal to 75% of the non-refundable value of your cruise vacation prepaid to Carnival Cruise Line, for your use toward a future cruise. This additional enhancement is offered by Carnival Cruise Line as a special service to guests that purchase this ticket contract Cancellation Fee Waiver Program Addendum and is available only if purchased prior to final payment (for the cruise vacation). Certain restrictions on the use of these cruise credits (such as blackout periods) may apply. To be eligible for credits, notification of cancellation must be given to Carnival Cruise Line prior to the ship's departure. Once you've cancelled with Carnival Cruise Line, please contact the Program Administrator at **1-800-331-2796** regarding cruise credits.


**Nationwide®**

## CONFIRMATION OF COVERAGE

**Underwritten by:** Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH

**Plan Number:** NWECCCL01

**Program Name:** Carnival Vacation Protection

**Your plan is administered by:** Aon Affinity Travel Practice  
900 Stewart Avenue  
Garden City, NY 11530-9998

<u><b>Listing of Benefits</b></u>	<u><b>Maximum Benefit</b></u>
Accident Medical Expense	
Maximum Benefit for Medical Expenses	\$10,000 per Trip
Maximum Benefit for Dental Expenses	\$1,000 per Trip
Baggage Delay	
Maximum Benefit	\$500 per Trip
Baggage/Personal Effects	
Maximum Benefit	\$1,500 per Trip
Emergency Evacuation	
Maximum Benefit	\$30,000 per Trip
Repatriation of Remains	
Maximum Benefit	\$30,000 per Trip
Sickness Medical Expense	
Maximum Benefit for Medical Expenses	\$10,000 per Trip
Trip Cancellation for Independently-Booked Airfare	
Maximum Benefit	Up to Total Original Airfare Cost
Trip Interruption for Independently-Booked Airfare	
Maximum Benefit	Up to Total Original Airfare Cost
Trip Delay	
Maximum Benefit	\$500 per Trip

**Notes:**

**Traveling Companion** shall be defined as a person whose name appears with Yours on the same Travel Arrangements, and who, during the Trip, will share accommodations with You in the same cabin.

**Trip** means **Travel Arrangements** as defined in this policy.

**Independently-Booked Airfare/Original Airfare** means airfare booked by You, independent of Carnival Cruise Line, for the purposes of adjoining Your Carnival Travel Arrangements.

## Travel Protection Plan Policy



**Nationwide®**

Allied Property Casualty Insurance Company  
One Nationwide Plaza  
Columbus, OH 43215

This Policy describes all of the travel insurance benefits, underwritten by Allied Property Casualty Insurance Company and herein referred to as the Company. Please refer to the accompanying Confirmation of Coverage as it provides You with specific information about the program You purchased.

This Policy is issued in consideration of the enrollment and payment of any premium due. All statements in the enrollment are representations and not warranties. Only statements contained in a written enrollment will be used to void insurance, reduce benefits or defend a claim.

All premium is non-refundable after a ten (10) day review period.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Allied Property Casualty Insurance Company witness this Policy.

*President*

*Secretary*

### TRAVEL PROTECTION POLICY EXCESS INSURANCE

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### **LIMITATIONS AND EXCLUSIONS**

# ALLIED PROPERTY CASUALTY INSURANCE COMPANY

## PASSENGER PROTECTION INSURANCE POLICY

### GENERAL DEFINITIONS

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

**Accidental Injury** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss. The Injury must be verified by a Physician.

**Actual Cash Value** means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

**Bodily Injury** means identifiable physical injury which: is caused by an Accident and is independent of disease or bodily infirmity.

**Business Partner** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day-to-day management of the business.

**Carry On Baggage** means a piece of baggage that has not been checked and is owned by and accompanies You while traveling on a Common Carrier.

**Checked Baggage** means a piece of baggage for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Company** means Allied Property Casualty Insurance Company.

**Covered Expenses** shall mean expenses incurred by You which are for Medically Necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under this Policy; and which do not exceed the maximum limits shown in the Confirmation of Coverage, under each stated benefit.

**Covered Trip** means any class of scheduled trips, tours or Cruises You request coverage and remit the required premium.

**Cruise** means any prepaid sea arrangements made by You.

**Dependent Child(ren)** means Your child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age nineteen (19) and primarily dependent on the Insured for support and maintenance; or (2) who is at least age nineteen (19) but less than age twenty-three (23) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

**Economy Fare** means the lowest published rate for a round trip economy ticket.

**Effective Date** means 12:01 A.M. local time, at the location of the Insured, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**Family Member** means the Insured's or Traveling Companion's legal or common law spouse, ex-spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, Business Partner or Domestic Partner.

**Hazard** means:

- (a) Any delay of a Common Carrier (including Inclement Weather).
- (b) Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.
- (c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

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

**Independently-Booked Airfare/Original Airfare** means airfare booked by You as described on the Confirmation of Coverage.

**Individual Coverage Term** means the period of time beginning when You have been enrolled for coverage under this Policy and for whom the required premium has been paid.

**Insured** means the person who has enrolled for and paid for coverage under this Policy.

**Land/Sea Arrangements** means land and or sea arrangements made by the Travel Supplier.

**Loss** means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount of Covered Expenses that the Company will pay for Your covered Losses.

**Medically Necessary** means a service or supply which: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting an Insured's condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**Physician** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion or a Family Member.

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which the Insured, Traveling Companion, Family member booked to travel with the Insured: 1) exhibited symptoms which would have caused one to seek care or treatment; or 2) received a recommendation for a test, examination, or medical treatment or 3) took or received a prescription for drugs or medicine. Item (3) 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 sixty (60) day period before the Effective Date.

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

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

**Sickness** means an illness or disease of the body which: 1) requires a physical examination and medical treatment by a Physician and 2) commences while the Insured's coverage is in effect. An illness or disease of the body which begins prior



to the Effective Date of coverage is not a Sickness as defined herein and is not covered by the policy unless it suddenly worsens or becomes acute after the Effective Date.

**Strike** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Covered Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the scheduled Trip departure and return cities, provided the dates of travel for the air flights are within fourteen (14) total days of the scheduled Trip dates.

**Travel Supplier** means Carnival Cruise Line.

**Traveling Companion** means person(s) named and traveling under the same reservation as Your during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one day of the Land/Sea Arrangements.

**You or Your** refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

### **WHEN AN INSURED'S COVERAGE BEGINS** – Provided:

- (a) coverage has been elected; and
- (b) the required premium has been paid.

All coverage (except Trip Cancellation) will begin on the Scheduled Departure Date when the Insured departs for the first Travel Arrangement (or alternate Travel Arrangement if he/she must use an alternate Travel Arrangement to reach his/her Covered Trip destination) for his/her Covered Trip.

Trip Cancellation coverage will begin on the Insured's Effective Date.

### **WHEN YOUR COVERAGE ENDS** – Your coverage will end at 11:59 local time on the date that is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) If the Insured extends the return date, Your coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip;
- (f) Any Trip that exceeds ninety (90) days.

### **EXTENDED COVERAGE** - Coverage will be extended under the following conditions:

- (a) When You commence air travel from Your origination point: within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed in reaching the final destination coverage will be extended for the period of time needed to arrive at the final destination.

In no event will coverage be extended for unscheduled extensions to Your Covered Trip for which premium has not been paid in advance.

**ARBITRATION** - Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. Any arbitration will be by mutual agreement by all parties. All fees and expenses of the arbitration shall be borne by the parties equally.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of Loss.

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

**The following provisions will apply to Trip Cancellation, Trip Interruption, Trip Delay, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:**

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable proof of Loss. Benefits for Loss of life are payable to Your 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 claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian, committee or other qualified representative.

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

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other Insurance Policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and this Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of this Policy, or to the Company's designated representative.

**PROOF OF LOSS** - The Claimant must send the Company, or its designated representative, proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible.

**PHYSICAL EXAMINATION AND AUTOPSY** - The Company, or its designated representative, at their own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:**

**NOTICE OF LOSS** - If Your property covered under this Policy is lost, stolen or damaged, You must:

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**PROOF OF LOSS** - You must furnish the Company, or its designated representative, with proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of Loss.

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of Loss and the value involved to the Company.

**VALUATION** - The Company will not pay more than the actual cash value of the property at the time of Loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

## **TRIP CANCELLATION**

The Company will pay a benefit, up to the Maximum Benefit shown on the Confirmation of Coverage, if the Insured is prevented from taking his/her Covered Trip for any of the following reasons that take place after the Effective Date:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion, or Family Member which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having Your principal place of residence made uninhabitable by fire, flood or other natural disaster;
- (c) You or a Traveling Companion being directly involved in a traffic Accident substantiated by a police report, while en route to departure;
- (d) An Insured is terminated, or laid off from employment, subject to one (1) year of continuous employment at the place of employment where terminated.
- (e) You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;
- (f) Your arrival on the Trip being delayed due to Inclement Weather that causes You to lose 50% or more of the scheduled Trip duration;
- (g) If the National Oceanic and Atmospheric Administration issues a travel warning that travel should be avoided en route to or at Your destination for a period of time that would include Your Trip.

**The Company will reimburse You for the following:**

- a) the amount of prepaid, forfeited, non-refundable Payments or Deposits that the Insured paid for his/her Covered Trip.

In no event shall the amount reimbursed exceed the amount You prepaid for the Covered Trip.

Coverage does not include default of a Participating Organization or other organization that results in loss of services.

SPECIAL CONDITIONS: The Insured must advise the Participating Organization and the Company as soon as possible in the event of a claim.

### **TRIP INTERRUPTION**

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are unable to continue on Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion, or Family Member which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having Your principal place of residence made uninhabitable by fire, flood or other natural disaster;
- (c) You or a Traveling Companion being directly involved in a traffic Accident substantiated by a police report, while en route to departure;
- (d) An Insured is terminated, or laid off from employment, subject to one (1) year of continuous employment at the place of employment where terminated.
- (e) You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;
- (f) Your arrival on the Trip being delayed due to Inclement Weather that causes You to lose 50% or more of the scheduled Trip duration;
- (g) If the National Oceanic and Atmospheric Administration issues a travel warning that travel should be avoided en route to or at Your destination during Your Trip.

#### **The Company will pay for the following:**

a) the airfare paid less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by Insured (up to \$100 a day) if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying that You cannot fly home due to an Accident or a Sickness but does not require hospitalization.

In no event shall the amount reimbursed exceed the amount You prepaid for the Covered Trip.

### **TRIP DELAY**

The Company will reimburse the Insured for Covered Expenses, up to the maximum shown in the Confirmation of Coverage, if the Insured is delayed en route to or from the Covered Trip for three (3) or more hours due to a defined Hazard.

Covered Expenses include:

- (a) Any prepaid, unused, non-refundable land and water accommodations.
- (b) Any reasonable Additional Expenses incurred;
- (c) An economy fare from the point where the You ended Your Covered Trip to a destination where You can catch up to the Covered Trip; or
- (d) A one-way economy fare to return You to Your originally scheduled return destination.

### **SICKNESS MEDICAL EXPENSE**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of a Sickness that first manifests itself during the Trip. You must receive initial treatment for the Sickness while on the Trip. All services, supplies or treatment must be received within fifty-two (52) weeks following the onset of the Sickness.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery from a Sickness);
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;

(e) drugs, medicines, prosthetics and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges mean charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy 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, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

### **ACCIDENT MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury that occurs during the Trip. You must receive initial treatment for Accidental Injuries while on the Trip. All services, supplies or treatment must be received within fifty-two (52) weeks of the date of the Accident.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include, but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery from an Accidental Injury);
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, prosthetics and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges mean charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will pay benefits for emergency dental treatment for Accidental Injury to sound natural teeth.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy 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, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Covered Trip results in the necessary Emergency Evacuation of You. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

Emergency Evacuation means:

- (a) the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, the Insured's medical condition warrants transportation to where the Insured resides, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; and
- (c) authorized in advance by the Company or its authorized representative.



Transportation of Dependent Children: If You are in the Hospital for more than two (2) days following a covered Emergency Evacuation, the Company will return Your Dependent Children, who are under nineteen (19) years of age and accompanying You on the scheduled Trip, to their home, with an attendant if necessary.

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Covered Trip.

### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Covered Trip. This will not exceed the maximum shown on the Confirmation of Coverage.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

### **BAGGAGE/PERSONAL EFFECTS**

The Company will reimburse the Insured, up to the maximum shown on the Schedule, for Loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must accompany the Insured during the Covered Trip.

This coverage is secondary to any coverage provided by a Common Carrier and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

There will be a per article limit shown on the Confirmation of Coverage.

There will be a combined maximum limit shown on the Confirmation of Coverage for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers; cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

### **EXTENSION OF COVERAGE**

If You checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

### **BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Covered Trip.

You must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Trip Cancellation Trip Interruption, Trip Delay, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
3. participation in any military maneuver or training exercise;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless Hospitalized;
6. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
7. commission or the attempt to commit a criminal act;
8. dental treatment except as a result of an injury to sound natural teeth;
9. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
10. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
11. curtailment or delayed return for other than covered reasons;
12. traveling for the purpose of securing medical treatment;
13. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
14. care or treatment that is payable under any Insurance policy that does not require deductible and/or coinsurance payments by You;
15. Injury or Sickness when traveling against the advice of a Physician.

**The following exclusions apply to Baggage/Personal Effects and Baggage Delay:**

The Company will not provide benefits for any loss or damage to:

1. animals;
2. household effects and furnishing;
3. antiques and collector's items;
4. eye glasses, sunglasses or contact lenses;
5. artificial teeth and dental bridges;
6. hearing aids;
7. prosthetic limbs;
8. keys, money, stamps, securities and documents;
9. tickets;
10. credit cards;
11. professional or occupational equipment or property, whether or not electronic business equipment;
12. sporting equipment if loss or damage results from the use thereof.

**Any Loss caused by or resulting from the following is excluded:**

1. breakage of brittle or fragile articles;
2. wear and tear or gradual deterioration;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. theft or pilferage while left unattended in any vehicle;
6. mysterious disappearance;
7. property illegally acquired, kept, stored or transported;
8. insurrection or rebellion;
9. imprudent action or omission;



10. property shipped as freight or shipped prior to the Scheduled Departure Date.

**INSURANCE WITH OTHER INSURERS:** If there be other valid coverage, not with this Company, providing benefits for the same Loss on a provision of service basis or on an expense incurred basis and of which this Company has not been given written notice prior to the occurrence or commencement of Loss, the only liability under any expense incurred coverage of this policy shall be for such proportion of the Loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same Loss of which this insurer had notice bears to the total like amounts under all valid coverages for such Loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

## CLAIMS PROCEDURE

**1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact On Call International (refer to Worldwide Emergency Assistance Services section).

**2. TRIP CANCELLATIONS:** Contact Carnival Cruise Line and Aon Affinity IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Aon Affinity will then forward the appropriate claim form which must be completed by You and THE ATTENDING PHYSICIAN, if applicable.

**3. ALL OTHER CLAIMS:** Report your claim as soon as possible to Aon Affinity. Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, Aon Affinity will promptly forward You the appropriate claim form to complete.

Online: [www.travelclaim.com](http://www.travelclaim.com)

Phone: 1-(800) 331-2796 or -1-(516) 342-7262

Mail: Aon Affinity Travel Practice  
900 Stewart Avenue  
Garden City, NY 11530-9998

Office Hours: 8:00 AM – 10:00 PM (EST), Monday – Friday  
9:00 AM – 5:00 PM (EST), Saturday

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g. airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay. You must receive initial treatment within ninety (90) days of the Accident, which caused the Injury, or the onset of the Sickness.



**Nationwide®**  
is on your side

Rev. 5/2017

## FACTS

## WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number, government issued identification, and contact information</li> <li>• Medical information and policy information</li> <li>• Credit history, employment information, and insurance claim history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices.</li> <li>• If you have previously opted out, your preference remains on file and you do not need to opt out again.</li> <li>• Please have your account or policy number handy when you call.</li> </ul> <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	1-800-331-2796

## Page 2

## Who we are

Who is providing this notice?	Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company ("Nationwide").
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## What we do

How does Nationwide protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
How does Nationwide collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Apply for insurance or give us your contact information</li> <li>• Make a payment or file a claim</li> <li>• Conduct business with us</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal and state laws give you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness;</li> <li>• Affiliates from using your information to market to you; and</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more information.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, National Casualty, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit <a href="http://nationwide.com">nationwide.com</a> for a list of affiliated companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

## Other important information

**California Residents:** We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.

**Nevada Residents:** You may request to be placed on our internal Do Not Call list. Send an email with your phone number to [privacy@nationwide.com](mailto:privacy@nationwide.com). You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**For Vermont Customers:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents:** The Term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with others, including insurance regulatory authorities, law enforcement, consumer reporting agencies, and insurance-support organizations without your prior authorization as permitted or required by law. Information obtained from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

**Accessing your information:** You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at [Nationwide.com](http://Nationwide.com). We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.

Aon Affinity

Attn: Privacy Officer

900 Stewart Avenue Garden City, NY 11530-9998



**Nationwide®**

## **NATIONWIDE® HIPAA NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of Privacy Practices (the "Notice") applies to Nationwide<sup>1</sup> and describes the legal obligations of Nationwide, and your legal rights regarding your protected health information held by Nationwide under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Among other things, this Notice describes how your Protected Health Information ("PHI" as that term is defined below) may be used or disclosed to carry out treatment, payment, or healthcare operations, or for any other purposes that are permitted or required by law.

Nationwide is required by HIPAA and certain state laws to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. We are required to abide by the terms of this Notice so long as it remains in effect. Nationwide reserves the right to change the terms of this Notice and to make the new Notice effective for all PHI maintained by us, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of the revised Notice by mail to your last-known address on file.

**Protected Health Information (PHI)** includes individually identifiable health information that is created or received by Nationwide and that relates to: (1) your past, present, or future physical or mental health or condition, (2) the provision of health care to you, or (3) the past, present, or future payment for the provision of health care to you. PHI includes information of persons living or deceased.

### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

**Your Authorization.** Certain uses and disclosures of PHI require your authorization. For example, most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require a written authorization. Except as outlined below, we will not use or disclose your PHI without your written authorization. If you have given us an authorization, you may revoke it in writing at any time, unless we have already acted on the authorization. Once we receive your written revocation, it will only be effective for future uses and disclosures.

**Disclosures for Treatment, Payment or Health Care Operations.** We may use or disclose your PHI as permitted by law for your treatment, payment, or health care operations. For instance, for your treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For health care operations, we may use and disclose your PHI for our health care operations, which include responding to customer inquiries regarding benefits and claims.

**Family and Friends Involved In Your Care.** With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

**Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times, it may be necessary for us to provide your PHI to one or more of these outside persons or organizations. For example, we may disclose your PHI to a business associate to administer claims or to provide support services. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

**Other Health-Related Products or Services.** We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

**Plan Administration.** We may release your PHI to your plan sponsor for administrative purposes, provided we have received certification that the information will be maintained in a confidential manner and not used in any other manner not permitted by law.

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<sup>1</sup> Nationwide Life Insurance Company®, National Casualty Company and the area within Nationwide Mutual Insurance Company® that performs healthcare functions.



**Other Uses and Disclosures.** We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make.

#### **OTHER PRIVACY LAWS AND REGULATIONS**

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact as explained in the "Contact Information" section, below.

#### **RIGHTS THAT YOU HAVE**

**Access to Your PHI.** You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Amendments to Your PHI.** You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact at the address provided in the "Contact Information" section.

**Accounting for Disclosures of Your PHI.** You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Restrictions on Use and Disclosure of Your PHI.** You have the right to request restrictions on some of our uses and disclosures of your PHI. We will consider, but are not required to agree to, your restriction request. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Request for Confidential Communications.** You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Right to be Notified of a Breach.** You have the right to be notified in the event we discover a breach of your unsecured PHI.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice, even if you have requested such copy by e-mail or other electronic means.

**Complaints.** If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

#### **CONTACT INFORMATION**

If you have any questions about this Notice, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling 1-800-331-2796, or mail your request to:

Aon Affinity  
Attn: Privacy Officer  
900 Stewart Avenue  
Garden City, NY 11530-9998

#### **EFFECTIVE DATE**

This Notice is effective 7/5/17

Nationwide, the Nationwide framework, and On Your Side are federally registered service marks of Nationwide Mutual Insurance Company.

NH-0524-T-07052017

## Worldwide Emergency Assistance Services

*The following assistance services are provided by On Call International and are not an insurance benefit.*

Not a care in the world...when you have our 24/7 global network to assist you on your travels.

- **CareFree™ Travel Assistance**
- **Medical Assistance**
- **Emergency Services**

### **CareFree™ Travel Assistance**

#### Travel Arrangements

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

#### Pre-Trip Information

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

#### Documents and Communication

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

### **Medical Assistance Services**

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements
- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

### **Emergency Services**

- Emergency evacuation
- Repatriation of mortal remains
- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency medical payment assistance
- Emergency family travel arrangements

CareFree™ Travel Assistance, Medical Assistance and Emergency Services can be accessed by calling On Call International at **1-866-509-7712** or, from outside the U.S. or Canada, call collect: **1-603-894-9386**.



**IN THE MATTER OF  
TRANSAMERICA CASUALTY INSURANCE COMPANY  
NAIC #10952**

**REGULATORY SETTLEMENT AGREEMENT**

This Regulatory Settlement Agreement is entered into as of this 15 day of December 2017 by and between Transamerica Casualty Insurance Company, the Lead States, and the insurance regulators who, on behalf of their agencies, have executed the form of "Participating State Adoption" set forth as Exhibit A, pursuant to the definitions, terms and conditions set forth below.

**A. Recitals**

1. At all relevant times during the Examination Period the Company has been a licensed insurance company domiciled in the State of Ohio and authorized to write Travel Insurance in the Participating States. The Company has offered and sold Travel Insurance policies in the Participating States.

2. Beginning in 2014, the Lead States initiated targeted market conduct examinations of certain travel insurance companies, including the Company. Market conduct examination warrants were issued by the Missouri Department of Insurance (and subsequently amended) to the Company regarding travel insurance practices relating to "underwriting and rating, policyholder service, claims, producer licensing, marketing and sales, complaints, and operations/management," covering the period from January 1, 2010 through December 31, 2014 and rates and underwriting information for the period of January 1, 2010 through June 30, 2017. This Examination was supported by the efforts of the National Association of Insurance Commissioners' Market Action Working Group.

3. As part of the Examination, the Lead States have raised certain regulatory issues with the Company which the Lead States seek to address by this Agreement.

4. The Company has at all times acted in good faith and has cooperated with the Lead States and their examiners and vendors during the course of the Examination by, among other things, providing data, information, and documents from its books and records, responding to questions and written requests from the Lead States, devoting substantial resources and personnel to assist in the Examination, meeting on multiple occasions with the Lead States and their consultants, and taking remedial action on its own initiative and as requested by the Lead States to modify business practices of expressed concern to the Lead States. The Company asserts that at all times relevant to this Agreement, including, but not limited to, the Examination Period, the Company and its officers, directors, employees, agents and representatives have acted in good faith and in a manner they believed to be in the best interest of the Company's policyholders and in compliance with all applicable Insurance Laws.

5. The Company denies any wrongdoing or activity that violates any applicable laws or regulations, but in light of the complicated issues raised and the probability that long-term litigation and/or administrative proceedings would be required to resolve the disputes between the Parties hereto, the Parties have agreed to resolve all issues relating to the Examination through this Agreement. The Participating States and the Company voluntarily enter into this Agreement solely for the purpose of reaching a compromise and settlement to fully and finally resolve the issues raised in the Examination without the need for a hearing or further administrative action.

6. All matters encompassed within the scope of this Agreement and addressed in this Agreement, shall be fully and finally resolved according to the terms of this Agreement without

further regulatory or administrative processes or any actions, requirements, or monetary payments beyond those enumerated herein.

7. This Agreement sets forth (B) Definitions, (C) Exiting the Travel Insurance Market, (D) Business Reforms, and (E) other miscellaneous provisions.

**B. Definitions**

As used in this Agreement, the following terms shall have the meanings set forth below.

1. "Administrators" means both third party administrators, as defined by the law in each Participating State, and managing general agents as defined by the law in each Participating State.

2. "Agreement" means this Regulatory Settlement Agreement, including all Exhibits.

3. "Assistance Services" means one or more of the following non-insurance services that may be distributed by Distribution Participants or other entities including, but not limited to:

- Multilingual Assistance that is not related to the purchase of Travel Insurance by the consumer nor related to the handling of a Travel Insurance claim;
- Concierge Services, including restaurant referrals, and excursion and recreation reservations, relaying urgent messages or providing information relating to the purchaser's trip;
- Any other service that is furnished in connection with planned travel and is not directly or indirectly related to Travel Insurance, the administration of Travel Insurance coverage or covered under a policy of Travel Insurance.

4. "Business Reforms" means the provisions contained in Section D of this Agreement.

5. "Company" means Transamerica Casualty Insurance Company and all affiliated entities including parent companies, subsidiaries, affiliated companies, predecessors, successors, and assigns.

6. "Distribution Participants" means all producers, as defined by the law in each Participating State, Limited Lines Travel Insurance Producers, Travel Retailers, business entities as defined by the law in each Participating State, agents, travel websites, tour operators, airlines, cruise lines, vacation package promoters, hoteliers, property management companies, timeshare operators, rental car companies, other travel and tourism suppliers, and all other entities and individuals operating, selling, offering or otherwise conducting business on behalf of the Company. Distribution Participants specifically includes Administrators as defined in this Agreement.

7. "Effective Date" means the date this Regulatory Settlement Agreement has been executed by the Company and executed or adopted by thirty (30) states (the six Lead States plus twenty four additional states).

8. "Examination" means the market conduct examination conducted by the Lead States reviewing the Company's Travel Insurance practices during the Examination Period.

9. "Examination Period" means for policyholder services, claims, product licensing, marketing and sales, complaints and operations/management the period from January 1, 2010 to December 31, 2014 and continuing through the end of the Monitoring Time Period, and for underwriting and rating the period from January 1, 2010 to June 30, 2017, and continuing through the end of the Monitoring Time Period.

10. "Execution Date" means the date the Agreement is signed by the Managing Lead State.

11. "Insurance Laws" means the insurance statutes, rules and regulations and case law in effect in each Participating State.

12. "Lead States" means the insurance departments or other state agencies with regulatory jurisdiction over the business of insurance in the states of Missouri, Minnesota, Ohio, Oklahoma, Pennsylvania, and Utah.

13. "Limited Lines Travel Insurance Producer" means, unless otherwise defined by Insurance Laws in a Participating State, a (i) licensed managing general agent or third party administrator, or (ii) a limited lines insurance producer.

14. "Managing Lead State" means the Missouri Department of Insurance, Financial Institutions and Professional Registration.

15. "Monitoring Time Period" applies only to Section D "Business Reforms," and begins on the Effective Date and ends upon the completion of the runoff of all Travel Insurance claims made under policies issued by the Company prior to exiting the Travel Insurance market.

16. "Participating States" means the Managing Lead State, the Lead States, and the insurance departments or other state agencies with regulatory jurisdiction over the business of insurance of states and U.S. territories that have executed the "Participating State Adoption" form in Exhibit A within forty five (45) days of the Execution Date.

17. "Parties" means collectively the Company and the Participating States.

18. "Travel Cancellation Fee Waiver" means, unless otherwise provided by Insurance Law, a contractual agreement between a Distribution Participant and its customer where the Distribution Participant waives its own products/services (including pre-purchased packages of

travel products/services for which the Distribution Participant is contractually obligated) and refunds all or part of the full purchase price without regard to the reason for cancellation.

19. "Travel Insurance" means insurance coverage for individual risks incident to planned travel, including but not limited to:

- Interruption or cancellation of trip or event;
- Loss or delay of baggage or personal effects;
- Damages to accommodations or rental vehicles;
- Sickness, accident, disability or death occurring during travel and any related medical services;
- Missed connection;
- Emergency evacuation and repatriation and any related emergency services;
- Accidental death and dismemberment;
- Repatriation of remains;
- Loss due to travel delay;
- Any other contractual obligation to indemnify a specified amount to the traveler that constitutes insurance under the law in any of the Participating States.

"Travel Insurance" does not include:

- Major medical plans which provide comprehensive medical protections for travelers with trips lasting six (6) months or longer, including, but not limited to, those working overseas as expatriate or military personnel deployed overseas;
- Assistance Services; or
- Travel Cancellation Fee Waivers.

20. "Travel Retailer" means, unless otherwise defined by Insurance Laws in a

Participating State, a business entity that makes, arranges or offers travel services and may offer and disseminate Travel Insurance as a service to its customers on behalf of and under the direction of a Limited Lines Travel Insurance Producer.

**C. Exiting the Travel Insurance Market**

1. The Company agrees that it will not accept premium for any new sales of the Company's Travel Insurance occurring after December 31, 2017. The Company further agrees that it will remain out of the Travel Insurance market and will not, directly or indirectly, offer, sell, or underwrite the Company's Travel Insurance for at least five years from January 1, 2018 through December 31, 2022.

2. In the event that the Company elects to offer or sell the Company's Travel Insurance after December 31, 2022, the Company will file or re-file Travel Insurance policy forms in accordance with the then applicable Insurance Laws of each of the Participating States in which the Company intends to sell Travel Insurance after December 31, 2022.

3. In the event that the Company in the future decides to become a distributor of another insurance company's Travel Insurance product, nothing in this Agreement shall be interpreted to prevent or prohibit the Company or an affiliate of the Company from doing so.

**D. Business Reforms**

The Company agrees that to the extent the following business reforms have not already been adopted by the Company, the Company will adopt and implement such business reforms. The Company will have six (6) months after the Effective Date to adopt and implement such business reforms, unless a different date is prescribed herein.

1. Third Party Oversight. If the Company continues to have policies in force after December 31, 2017, Company will conduct at least two (2) audits of claims during each calendar



year in which policies remain in force. The results of each audit, including the audit plan, date performed, items reviewed, concerns noted, if any, and corrective action taken, if any, will be documented and retained by Company during the Monitoring Time Period and thereafter in accordance with applicable record retention laws in the Participating States. Company also agrees to develop and maintain a procedure manual for conducting such audits. Company further agrees, during the Monitoring Time Period, to notify Lead States of any changes in Administrators acting on its behalf. This includes Administrators with new contracts and Administrators that have contracts terminated with the Company.

2. Free Look Refunds. Where a Travel Insurance contract contains a free look provision, in the event of a valid cancellation of Travel Insurance, Company agrees to refund all amounts collected, including premium and fees, for Travel Insurance from the purchaser by the Company or a Distribution Participant, unless the Insurance Law of a Participating State provides otherwise. No contract that contains a free look provision shall allow any Distribution Participants to keep any fees collected from the purchaser for the sale of the Company's Travel Insurance if a valid cancellation occurs. Refunds shall be made within thirty (30) days of the cancellation of the Travel Insurance unless the time for making refunds is prescribed by the applicable Participating State's Insurance Law.

#### Claims and Claims Practices

3. Handling of Claims. Company agrees that claims for Travel Insurance benefits, including pre-existing conditions claims, will be adjudicated based on the Insurance Laws of the Participating State where the purchaser resides and based on the relevant insurance policy language. Company agrees that unless otherwise specified in the policy, a pre-existing condition waiver waives all pre-existing conditions.

4. Policy Interpretation. Any disputes regarding Travel Insurance policy language will be interpreted consistent with each Participating State's Insurance Law governing the interpretation of insurance contracts.

5. Coordination of Benefits. Company shall pay claims in accordance with the applicable Participating State's coordination of benefit laws.

6. Company agrees that it will adopt and implement in each of the Participating States all recommended corrective actions contained in the Corrective Actions for Claims Report dated July 20, 2017, which is part of the examination workpapers for Exam No.1503-17-TGT, to the extent that such corrective actions are consistent with the Insurance Laws in the applicable Participating State.

**Record Retention**

7. Company agrees that it will maintain documentation of its underwriting, rating, complaint, and claims files in accordance with applicable Participating State Insurance Laws.

**E. Other Provisions**

1. Authority to Execute. The Parties represent and warrant that the person(s) executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

2. Full and Final Agreement. This Agreement represents the entire agreement and understanding between the Company and the Participating States with respect to the subject matter contained herein and supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, between the Company and any Participating State. This Agreement constitutes full and final resolution of all the issues raised in the Examination with respect to all of the Participating States.

3. Multi-State Administrative Payment. Without admitting any liability whatsoever, the Company will make an Administrative Payment of \$3,000,000, to be distributed among the Participating States as determined by the Lead States. It is understood and acknowledged that the Administrative Payment is not a fine. Within twenty (20) business days after the deadline for Participating State Adoption of this Agreement, the Lead States will: (a) provide the Company with a copy of each Participating State's signed State RSA Adoption Form (Exhibit A), and (b) provide the Company with an allocation table specifying the percentage and payment amount payable to each Participating State. The Administrative Payment shall be made by the Company to each Participating State within thirty (30) business days of receipt of the payment instructions from the Lead States, unless the Company and the Lead States agree to an extension. Payment shall be made as directed in each Participating State's signed State RSA Adoption Form (Exhibit A). Only Participating States that deliver an executed State Adoption of Regulatory Settlement Agreement Form as set forth in Exhibit A will receive a payment pursuant to the terms of this Agreement. Upon receipt of payment by each Participating State, the Company's financial obligation to each such Participating State relating to the Examination shall be extinguished.

4. Monitoring. During the Monitoring Time Period, the Company shall provide the Lead States with semi-annual reports, in a format acceptable to the Lead States, addressing the implementation and execution of the provisions of Section D of this Agreement. The first reporting period will end June 30, 2018, the second reporting period will end December 31, 2018 and each subsequent reporting period will end six (6) months thereafter. Each report shall be delivered to each of the Lead States within forty-five (45) days following the end of the applicable reporting period.

5. Confidentiality of Monitoring. The monitoring of the Company during the entire duration of the Monitoring Time Period for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Lead States pursuant to each of their respective Insurance Laws. Consistent with applicable Insurance Law, during the Monitoring Time Period, each Lead State shall accord confidential treatment to all work papers, recorded information, and other documents produced by or disclosed by the Company at any time in connection with the Examination.

6. Monitoring Costs. During the Monitoring Time Period, the reasonable costs and expenses of the Lead States related to the monitoring of the Company's compliance with this Agreement, including the costs and expenses of conducting the ongoing examination referenced in Section E (4) shall be borne by the Company.

7. No Additional Exams. During the Monitoring Time Period, if the Company complies with all provisions contained in this Agreement, the Participating States agree they will not initiate any market conduct examinations and/or investigations relating to any of the issues subject to this Agreement other than the ongoing examination by the Lead States referenced in Section E (4) above.

8. Enforcement. Upon the Effective Date, this Agreement shall be deemed to constitute an Order by each of the Participating States. After the Effective Date, the failure to comply with any provision of this Agreement shall constitute a breach of the Agreement and a violation of an Order of each Participating State. Any enforcement action brought by any Participating State shall be in conformity with the provisions of this paragraph and the Insurance Laws of such Participating State. If a Participating State believes that the Company has breached a provision of this Agreement, including but not limited to the Business Reforms, that

Participating State shall provide written notice of the alleged breach to the Company and will also notify the Lead States of the alleged breach. Company shall have the opportunity, within fifteen (15) business days of receipt of such notice, to present evidence in writing and/or through appearance before the state insurance regulator to rebut the allegation(s) or to seek an extension to address the alleged breach. Company shall have forty-five (45) business days from the date of receipt of a Participating State's written breach notice to cure any breaches, unless such Participating State and the Company agree to an extension. The Participating State and the Company agree to act and negotiate in good faith to resolve any alleged breach of the Agreement. A breach constitutes a breach of the entire Agreement only if the breach is deemed material, which for purposes of this Agreement means a significant, substantial failure in the performance of the Agreement, and central to the entire Agreement. The failure of the Company to cure a non-material breach within the forty five (45) days permitted by this Section also constitutes a material breach. A breach may be deemed material in a Participating State without being material in all Participating States. A material breach of this Agreement shall constitute the violation of an Order where determined in any Participating State in which the material breach occurs. A Participating State shall not pursue any enforcement action against the Company until the 45 day cure period has expired, but may then seek, without limitation, to enforce the provisions of this Agreement through administrative or legal enforcement actions and may seek penalties for violations of this Agreement. Any enforcement action brought by any Participating State shall be governed by the Insurance Laws of that Participating State.

9. Governing Law. Any action or proceeding to enforce the provisions of this Agreement brought by any Participating State shall be governed by the Insurance Laws of such

Participating State. This Agreement shall be governed by, and interpreted in accordance with, the Insurance Laws of each Participating State.

10. Sunset Provision. The provisions contained in Section D of this Agreement will expire on the later of five (5) years from the Effective Date or the end of the Monitoring Time Period.

11. Release. Each Participating State agrees to and does hereby release the Company and all of its parent companies, subsidiaries, affiliated companies, predecessors, successors, assigns, officers, directors, employees, agents, and Distribution Participants, from any and all claims, sanctions, losses, demands, interest, penalties, liabilities, violations, actions, or causes of action, that each Participating State has or may have, up through the Effective Date, by reason of any matter, event, cause or thing whatsoever, regarding or relating to, directly or indirectly, (i) the Examination, issues raised in the Examination, or practices revealed by the Examination, or (ii) issues otherwise encompassed within the scope of this Agreement. The release of Distribution Participants in this section is limited to business practices and transactions involving the Company's travel insurance and shall not extend to business the Distribution Participants may have conducted involving another insurance carrier's travel insurance whether before or after the Effective Date of this Agreement. Notwithstanding the foregoing, this Agreement is not intended to, nor may it be construed to, limit a Participating State's authority to investigate, examine or act upon any noncompliance of the Company with Insurance Laws regarding matters not within the scope of this Agreement. Except as otherwise provided in this Agreement, the authority of the Participating States to conduct any regulatory functions, including but not limited to dealing with specific instances of consumer complaints, licensing of insurers, Administrators, producers and other entities, or rate and form filings, shall not be limited. This



Agreement is not intended and may not be construed to limit the authority of any Participating State to investigate, examine and take appropriate action as to matters outside the scope of this Agreement. Except as provided herein, nothing in this Agreement shall be construed to waive or limit any rights the Participating States may have to regulate the Company or to seek such other remedies for a violation of law or regulation.

12. Subsequent Law. If a Participating State adopts an Insurance Law relating to or conflicting with any provision of this Agreement, then application of such provision of this Agreement shall be superseded by such Insurance Law or regulation as it applies in that Participating State (and that state alone), provided that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.

13. Non-Admissibility. Neither this Agreement nor any part thereof, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or any wrongdoing by the Company or any of its parents and subsidiaries, successors, assigns, officers, directors, employees, agents, and Distribution Participants.

14. No Admission of Liability. The Participating States and the Company acknowledge and agree that neither this Agreement nor any of the statements or negotiations leading up to the Agreement constitute an admission of any liability, violation, or wrongdoing of any kind by the Company, and to the contrary, the Company expressly denies that any of its actions or alleged actions were unlawful or knowingly in violation of any applicable statutes or regulations of any of the Participating States. Neither this Agreement nor any part thereof, nor any related negotiations or statements by any of the parties, shall be offered by the Company, the Participating States, or any third party, as evidence of an admission, denial, or concession of any



liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to the Company or the Participating States, or as a waiver by the Company or the Participating States of any applicable defenses, including without limitation any applicable statute of limitations or statute of frauds; or as a waiver by the Participating States of any regulatory authority regarding the matters addressed in the Examination.

15. No Impairment of Legal Activity. This Agreement does not impair, restrict, suspend or disqualify the Company from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the Examination regarding any alleged act or omission of the Company.

16. No Impact on Current Travel Insurance. Nothing in this Agreement or any of its terms and conditions shall be interpreted to alter in any way the terms or provisions of, or the validity of, any of the Company's Travel Insurance policies or certificates issued prior to the Effective Date. Nothing in this Agreement shall be interpreted to release the Company from its obligation to pay claims in accordance with policy provisions. Further, nothing in this Agreement shall be interpreted to relieve the Company of its obligations to process consumer complaints in accordance with applicable law.

17. Extensions. The Managing Lead State and the Company may mutually agree, in writing, to any reasonable extensions of time that might become necessary to carry out the provisions of this Agreement. In the event the Company believes it will be unable to meet a deadline under the Agreement, the Company will promptly, but in no event less than seven (7) business days prior to the deadline in question, inform the Managing Lead State. The Company will use reasonable efforts to meet any such deadline as soon as practicable. The Managing Lead State agrees that it will consider all requests for extensions from the Company in good faith.

18. Amendments. Any amendments to this Agreement must be in writing and signed by the Lead States. It is agreed that the Lead States shall have the authority to amend this Agreement, and any such amendment shall be binding upon all of the Participating States. Nothing in this Agreement is meant to prohibit a Participating State from entering into a separate agreement with the Company regarding its Travel Insurance practices and procedures in that state.

19. Notice and Request for Modification. The Lead States will notify the Company of any Agreements or terms of Agreements that they enter into with any other Travel Insurance companies that are inconsistent with the Section D Business Reforms adopted in this Agreement. Upon receipt of such notice, Company may seek a modification to this Agreement relating to the Business Reform at issue from the Lead States, and the Lead States will not unreasonably withhold consent to such a request for modification.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement. Execution and delivery of this Agreement may be performed by e-mail or facsimile transmission.

21. Headings. The section headings herein are intended for reference only and shall not be used in the construction or interpretation of this Agreement.

22. Severability. If any term or provision of this Agreement is determined by any court, regulatory or governmental agency to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be deemed stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Additionally, in the event that a

court, regulatory or governmental agency determines that the Company has failed to satisfy a provision of this Agreement, pursuant to the Enforcement provision in Section E (8), it is the intent of the Parties that the remainder of this Agreement and its corresponding obligations and provisions are not affected thereby and remain in effect.

23. Preservation of Rights. Other than the individuals and entities covered by the release in Section E (11), who are intended third party beneficiaries with the right to enforce the release, this Agreement shall not confer any rights upon any persons or entities other than the parties to it, or extinguish any such rights, and the Agreement is not intended to be used for any other purpose.

24. Participating State Adoption. States may adopt this Agreement and become Participating States if they execute and return to the Lead States a Participating State Adoption in the form of Exhibit A on or before forty five (45) days from the Execution Date.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT  
AS OF THE DATE SET FORTH AFTER EACH OF THEIR NAMES.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**Transamerica Casualty Insurance Company**

By:  \_\_\_\_\_

Title: VP & General Counsel

Date: 10/25/17

**Missouri Department of Insurance, Financial Institutions and Professional Registration**

By:



Title:

Director

Date:

12.15.2017

**Minnesota Department of Commerce**

By: Auneo Camore

Title: Deputy Commissioner

Date: 11.6.17

Targeted Multi State  
Transamerica

Ohio Department of Insurance

By:  \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: 12/6/17 \_\_\_\_\_



**Oklahoma Insurance Department**

By: Joel L. Sander  
Joel L. Sander

Title: Deputy Commissioner, Finance

Date: October 18, 2017

**Pennsylvania Insurance Department**

By: Junia K. Alcorn

Title: Acting Commissioner

Date: October 30, 2017

Utah Insurance Department

By: [Signature]

Title: Commissioner

Date: 10-27-17

**Exhibit A**  
**PARTICIPATING STATE ADOPTION**  
**of**  
**REGULATORY SETTLEMENT AGREEMENT**

**MARKET CONDUCT EXAMINATION OF**  
**TRAVEL INSURANCE PRACTICES**

IN THE MATTER OF  
TRANSAMERICA CASUALTY INSURANCE COMPANY  
NAIC #10952

On behalf of [STATE INSURANCE REGULATORY AGENCY], I, [EXECUTING OFFICIAL], as [EXECUTING OFFICIAL'S TITLE], hereby adopt, agree, and approve the Regulatory Settlement Agreement dated [EFFECTIVE DATE] by and between the above-named Company and the regulatory agencies named therein.

[STATE INSURANCE REGULATORY  
AGENCY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Administrative Payment should be sent from Transamerica Casualty Insurance Company.

CONTACT NAME:

MAILING ADDRESS:

PHONE NUMBER:

EMAIL:

PAYMENT MADE TO:

Please return this form to:

Stewart Freilich, Senior Regulatory Affairs Counsel  
Missouri Department of Insurance, Financial  
Institutions and Professional Registration  
PO Box 690  
Jefferson City, MO 65102  
Stewart.freilich@insurance.mo.gov

**IN THE MATTER OF  
NATIONWIDE MUTUAL INSURANCE COMPANY  
NAIC # 23787**

**REGULATORY SETTLEMENT AGREEMENT**

This Regulatory Settlement Agreement ("Agreement") is entered into as of this 3 day of JANUARY, 2018 by and between Nationwide Mutual Insurance Company, the Signatory Lead States and the insurance regulators who, on behalf of their agencies, have executed the form of "Participating State Adoption" set forth as Exhibit A, pursuant to the definitions, terms and conditions set forth below.

**A. Recitals**

1. At all relevant times during the Examination Period the Company has been a licensed insurance company domiciled in the State of Ohio and authorized to write Travel Insurance in the Participating States. The Company has offered and sold Travel Insurance policies in the Participating States.

2. Beginning in 2014, the Lead States initiated an investigation of the Travel Insurance industry by conducting targeted market conduct examinations of several travel insurance companies, including Nationwide Mutual Insurance Company. Market conduct examination warrants were issued by the Missouri Department of Insurance (and subsequently amended) to the Company regarding travel insurance practices relating to "underwriting and rating, policyholder service, claims, producer licensing, marketing and sales, complaints, and operations/management," covering the period from January 1, 2010 through December 31, 2014 and rates and underwriting information for the period of January 1, 2010 through June 30, 2017. This Examination was supported by the efforts of the National Association of Insurance

Commissioners' Market Actions Working Group. The Examination related only to Nationwide Mutual Insurance Company, not to affiliates or subsidiaries.

3. As part of the Examination, the Lead States have raised a number of regulatory issues with the Company and other travel insurance companies, which the Lead States seek to address, clarify or remedy, in whole or in part, by this Agreement.

4. The Company has cooperated with the Lead States and their examiners and vendors during the course of the Examination by making its books and records available for examination, responding to questions from, and meeting on multiple occasions with the Lead States and their consultants, and making its personnel and agents available to assist as requested by the Lead States. The Company asserts that at all times relevant to this Agreement, including, but not limited to, the Examination Period, the Company and its officers, directors, employees, agents and representatives acted in good faith and in a manner they believed to be in the best interest of the Company's policyholders and in compliance with all applicable Insurance Laws.

5. The Company denies any wrongdoing or activity that violates any applicable laws or regulations, but in light of the complicated issues raised and the probability that long-term litigation and/or administrative proceedings would be required to resolve the disputes between the Parties hereto, the Parties have agreed to resolve all issues relating to the Examination and the regulatory issues through this Agreement. The Participating States and the Company voluntarily enter into this Agreement solely for the purpose of reaching a compromise and settlement to fully and finally resolve the issues raised, or which could have been raised based on the Lead States' review and examination of any of the information or documentation produced by the Company in the Examination without the need for a hearing or further administrative action. The Participating States specifically acknowledge that a Company's acquiescence to this

Agreement is not indicative of whether the Company engaged in any of the practices identified herein; indeed, it is specifically acknowledged that the Participating States expect all companies to adhere to the standards set forth in this Agreement regardless of whether any such findings have been made and even in the absences of such findings.

6. All matters encompassed within the scope of this Agreement and addressed in this Agreement, shall be fully and finally resolved according to the terms of this Agreement without further regulatory or administrative processes or any actions, requirements or monetary payments beyond those enumerated herein.

7. The terms and conditions of this Agreement will apply in all of the Participating States unless inconsistent with a Participating State's Insurance Laws in which case the inconsistent provision of the Agreement will be rendered ineffective only in the Participating State(s) whose Insurance Laws conflict with the provision.

8. This Agreement sets forth (B) Definitions, (C) Business Reforms, (D) Review and Refund Program, and (E) Other Provisions.

**B. Definitions.**

1. "Administrators" means both Third Party Administrators, as defined by the Insurance Laws in each Participating State and Managing General Agents, as defined by the Insurance Laws in each Participating State.

2. "Agreement" means this Regulatory Settlement Agreement, including all Exhibits.

3. "Assistance Services"<sup>1</sup> means one or more of the following non-insurance

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<sup>1</sup> Nothing in this definition is intended or is to be construed as requiring the purchase of Assistance Services in connection with the purchase of the Company's Travel Insurance.



services that may be distributed by Distribution Participants or other entities including, but not limited to:

- Multilingual Assistance that is not related to the purchase of Travel Insurance by the consumer nor related to the handling of a Travel Insurance claim;
- Concierge Services, including restaurant referrals, event ticketing and excursion and recreation reservations, relaying urgent messages or providing information relating to the purchaser's trip,
- Any other service that is furnished in connection with planned travel and is not directly or indirectly related to Travel Insurance, the administration of Travel Insurance coverage or covered under a policy of Travel Insurance.

4. "Company" means Nationwide Mutual Insurance Company and all affiliated entities including parents and subsidiaries, successors, assigns, officers, directors and employees.

5. "Distribution Participants" means all producers, as defined by the Insurance Laws in each Participating State, Limited Lines Travel Insurance Producers, Travel Retailers, business entities as defined by the Insurance Laws in each Participating State, which may include travel websites, tour operators, airlines, cruise lines, vacation package promoters, hoteliers, property management companies, timeshare operators, rental car companies, other travel and tourism suppliers, and other entities who engage in selling or offering the Company's Travel Insurance for sale.

6. "Effective Date" means the date the Signatory Lead States notify the Company that all of the following conditions have been met: a) The Agreement has been executed by the Company; b) The Agreement has been executed or adopted, via Exhibit A, by at least thirty (30) jurisdictions; and c) the conditions of the Confidential Addendum have been fulfilled.

7. "Examination" means the market conduct examination conducted by the Lead States reviewing the Company's Travel Insurance practices during the Examination Period.

8. "Examination Period" means for policyholder services, claims, producer licensing, marketing and sales, complaints and operations/management the period from January 1, 2010 to December 31, 2014 and continuing through the end of the Monitoring Time Period, and for underwriting and rating the period from January 1, 2010 to June 30, 2017, and continuing through the end of the Monitoring Time Period.

9. "Execution Date" means the date the Agreement is signed by the Managing Lead State.

10. "Illusory Travel Insurance" means an insurance policy that could never result in payment of any claim for an insured under the policy.

11. "Insurance Law" means the Insurance Statutes, Rules, Regulations and case law in effect in each Participating State.

12. "Lead States" means the states of Missouri, Minnesota, Ohio, Oklahoma, Pennsylvania and Utah.

13. "Limited Lines Travel Insurance Producer" means, unless otherwise defined by Insurance Laws in a Participating State, a (i) licensed Managing General Agent or Third Party Administrator, or (ii) a limited lines insurance producer.

14. "Managing Lead State" means the Missouri Department of Insurance, Financial Institutions and Professional Registration.

15. "Monitoring Time Period" begins on the Effective Date and ends three years from the date the Company has in good faith, taken all reasonable measures to adopt and implement each of the Business Reforms set forth in Section C of this Agreement. If the Company has

substantially implemented all Business Reforms, it may make a good faith request to the Signatory Lead States to commence the Monitoring Period before full implementation occurs, which the Signatory Lead States shall not unreasonably deny.

16. "Opt-Out Marketing Plan" means, unless otherwise defined by the law in a Participating State, an offer or agreement to sell or provide the Company's Travel Insurance, in a way under which the customer's silence or failure to take affirmative action (such as checking or unchecking a box to remove coverage), to reject the Company's Travel Insurance results in (a) Travel Insurance coverage becoming effective, or (b) the Company or any of its Distribution Participants collecting or attempting to collect payment from the customer for the Travel Insurance.

17. "Participating States" means the Managing Lead State, the Signatory Lead States and the insurance departments of states and U.S. territories that have executed the "Participating State Adoption" form in Exhibit A within forty-five (45) days of the Execution Date. Participating States shall include the Managing Lead State and the Signatory Lead States, unless otherwise or separately identified.

18. "Parties" means collectively Company, Signatory Lead States and Participating States.

19. "Self-Funding Insurance Coverages" is where a Distribution Participant, without a valid certificate of authority to engage in the business of insurance, undertakes to engage in the business of insurance as defined by the Insurance Law in any of the Participating States. "Self-Funding Insurance Coverages" does not include Assistance Services or Travel Cancellation Fee Waivers.

20. "Signatory Lead States" means the Lead States that execute this Agreement.

21. "Travel Cancellation Fee Waiver" means, unless otherwise provided by Insurance Law, a contractual agreement between a Distribution Participant and its customer where the Distribution Participant waives its own products/services (including pre-purchased packages of travel products/services for which the Distribution Participant is contractually obligated) and refunds all or part of the full purchase price without regard to the reason for cancellation.

22. "Travel Insurance" means insurance coverage for personal risks incident to planned travel, including, but not limited to:

- Interruption or cancellation of trip or event;
- Loss or delay of baggage or personal effects;
- Damages to accommodations or rental vehicles;
- Sickness, accident, disability or death occurring during travel and any related medical services;
- Missed connection;
- Emergency evacuation and repatriation and any related emergency services;
- Accidental death and dismemberment;
- Repatriation of remains;
- Loss due to travel delay;
- Any other contractual obligation to indemnify a specified amount to the traveler that constitutes insurance under the law in any of the Participating States.

"Travel Insurance" does not include:

- Major medical plans which provide comprehensive medical protections for travelers with trips lasting six (6) months or longer, including, but not limited to, those working overseas as expatriates or military personnel deployed overseas;

- Assistance Services; or
- Travel Cancellation Fee Waivers.

23. "Travel Retailer" means, unless otherwise defined by Insurance Laws in a Participating State, a business entity that makes, arranges or offers travel services and may offer and disseminate Travel Insurance as a service to its customers on behalf of and under the direction of a Limited Lines Travel Insurance Producer.

**C. Business Reforms.**

The Company agrees that to the extent the following business reforms have not already been adopted by the Company, the Company will adopt and implement such business reforms subject to Section A(7). The Company will have six (6) months after the Effective Date to take all reasonable measures to adopt and implement such business reforms, unless a different date is prescribed herein.

**Distribution Participants**

1. **Licensing and Registration.** Company agrees to require that all Distribution Participants, through which its travel insurance products are distributed, will be properly licensed or registered, where required, under applicable state Insurance Law. Company will require that for all Distribution Participants operating on its behalf, all registries will be maintained according to the Insurance Laws of each of the Participating States. Company also agrees that it will not provide compensation to any entities or individuals offering or selling Travel Insurance on its behalf or to provide compensation to any entity or individual unless such entity or individual is lawfully permitted to receive such compensation in accordance with applicable state Insurance Law. Within thirty (30) business days after the Effective Date and the Company has received a list of the Participating States, Company further agrees to provide a notice in the form of Exhibit

B, along with non-confidential sections of this Agreement, to all Distribution Participants who are required to be licensed or registered under the Participating State's Insurance Laws and involved in the sale or distribution of its Travel Insurance. Company further agrees to work in good faith with its licensed and registered Distribution Participants to ensure that Exhibit C is provided to all Distribution Participants that offer or sell Company's Travel Insurance. Within forty-five (45) business days after the Effective Date, Company will provide the Signatory Lead States with a list of all Distribution Participants provided with Exhibit B.

2. Third Party Oversight. Company agrees to audit all Administrators operating on its behalf pursuant to the terms of this section. During the Monitoring Time Period, such audits will occur at least twice annually, with the first two audits to occur within one (1) year from the Effective Date, and will review business practices, adherence to contractual obligations, compliance with any fiduciary duties established pursuant to applicable state law, and separation of funds according to the requirements of applicable state law. At least one of the two audits per year will be conducted at the office of the entity, which is being audited. Details of each audit, including the audit plan, date performed, items reviewed, concerns noted, if any, and corrective action taken, if any, will be documented and retained by Company during the Monitoring Time Period and thereafter in accordance with the applicable record retention laws in the Participating States. Company also agrees to develop and maintain a procedure manual for conducting such audits. After the expiration of the Monitoring Time Period, Company agrees to audit all Administrators operating on its behalf as required by applicable state Insurance Law. Company further agrees, during the Monitoring Time Period, to notify Signatory Lead States of any changes in Administrators acting on its behalf. This includes Administrators with new contracts and Administrators that have contracts terminated with the Company.

**Rates and Forms**

3. **Filing and Timing.** Company agrees to review its policy forms, rates, and rules used in connection with the sale of Travel Insurance and will abide by any changes Participating States adopt as part of their respective Insurance Law or which are made known to the Company during the rates and forms filing and review process. The changes that the Company will abide by may include those adopted by a Participating State based on the actuarial review conducted as part of this multi-state examination and the Company's responses to that actuarial review (each of which is and shall remain a confidential work paper that is not a part of the public Agreement). The Company shall determine if the policy forms, rates and rules comply with the state Insurance Law in each of the Participating States and with the Participating State's implementation of this Agreement. The Company will file, re-file, or certify existing filings for its policy forms, rates, and rules in the Participating States on or before nine (9) months after the Effective Date, where necessary to be in compliance with a Participating State's Insurance Law and the Participating State's implementation of this Agreement. Company will have twelve (12) months (with the opportunity to request additional time from the Signatory Lead States) after such filings are approved or accepted to implement related requirements, including, but not limited to, provisions relating to emergency medical transportation and repatriation of remains, for that product under Participating State Insurance Law and subject to Section A(7) under this Agreement. The Company may request confidential treatment of rating and underwriting information that it files pursuant to the Insurance Laws of the Participating States. Company further agrees that on or before twelve (12) months after the Effective Date, it will provide the Signatory Lead States with a list of all Participating States where it does not intend to refile or file policy forms, but intends to write Travel Insurance business, and a list of all Participating States where it intends to file or re-file its policy forms, rates or rules.



4. Filed Rate Elements. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that in all Participating States, it will follow that state's filing requirements as set out in the state's Insurance Law, including, if required, filing all elements used in its rating process such that premium can be replicated based upon its rate filings.

5. Policy Details. Pursuant to the filing and timing provisions specified in Section C (3) above, all coverage benefits, limits, exclusions and deductibles shall be contained in a written document, or where not prohibited by state Insurance Law, in an electronic document provided to the policy purchaser at the time of purchase. Limits include, but are not limited to, per person, per accident, and aggregate coverage limits, if applicable.

6. No Unfair Discrimination. Company agrees not to utilize any unfair discrimination, as defined by the Insurance Laws in each Participating State, in its Travel Insurance rate and rule filings for use in the Participating States.

7. Rate Filings. Pursuant to the filing and timing provisions specified in Section C (3) above, in Participating States where Travel Insurance rate filings are required, Company agrees to comply with each Participating State's Insurance Laws, and, where required, to file specific rates, factors, and inputs for rating each coverage or coverages that are actuarially justified, including all elements used in the development of Travel Insurance premium rates for any coverage. The filings shall include clear definitions of all terms used. Company also agrees to ensure that the calculation of Travel Insurance premiums charged by the Company or by Distribution Participants to individuals insured under the Company's coverages are not excessive, inadequate or unfairly discriminatory.

8. Consistent Rates. Pursuant to the filing and timing provisions specified in Section C (3) above, where required by Participating State Insurance Laws, the Company agrees that the

premium charged to the insured for Travel Insurance will not vary between Distribution Participants when the trip cost, state of residence, coverages, and all other factors are the same. Where required by a Participating State's Insurance Law, the Company will maintain a means to identify the forms and rates used by each Distribution Participant and for each amount charged to an insured, and the amounts charged must be able to be independently calculated by a Participating State based on the forms and rates identified (and any other factors used in determining the amount charged).

9. Charges and Fees. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that the cost of its Travel Insurance will be the filed rate. Company agrees that it will not engage in unfair discrimination, as defined by the Insurance Laws of each Participating State, and will prohibit its Distribution Participants from engaging in unfair discrimination, as defined by the Insurance Laws of each Participating State, in the application of any premium or fees charged for Travel Insurance, at any point in the sales transaction for the sale of the Company's Travel Insurance coverage. Pursuant to the filing and timing provisions specified in Section C (3) above, any fees charged for the sale of the Company's Travel Insurance coverage that are charged to a consumer must relate directly back to a charge incurred or a service provided.

10. Self-Funding Insurance Coverages. Company agrees that within six (6) months after the Effective Date, it will prohibit any Distribution Participant operating, selling, or conducting Travel Insurance business on its behalf from Self-Funding Insurance Coverages, including but not limited to, trip cancellation, trip interruption, emergency medical transportation, repatriation of remains or other Travel Insurance coverages unless the entity that is self-funding has a valid certificate of authority issued by the applicable Participating State Department of

Insurance or unless such benefits are offered through a Travel Cancellations Fee Waiver program. Company further agrees to include in Exhibit B, a written notice along with non-confidential sections of this Agreement, to all Distribution Participants, who are required to be licensed or registered under the Participating State's Insurance Laws and are involved in the sale or distribution of the Company's Travel Insurance, informing each Distribution Participant that state Insurance Laws for Self-Funding Insurance Coverages must be complied with if any coverage is unauthorized insurance. Company agrees to report to the Signatory Lead States, during the Monitoring Time Period, any instances where they become aware that Distribution Participants, in conjunction with offering or selling the Company's Travel Insurance, are self-funding any Travel Insurance coverages in contravention of the terms of this section.

11. Free Insurance. Except as permitted by law, Company agrees that it will not provide and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from providing basic Travel Insurance coverage free of charge, but then charge a fee for any upgraded Travel Insurance product or service. Company further agrees that it will not advertise and will prohibit its Distribution Participants from advertising that its Travel Insurance is free for children or included at no additional cost when a surcharge or any additional charge is placed on coverage for adults.

12. Free Look Refunds. Where a Travel Insurance contract contains a free look provision, in the event of a valid cancellation of Travel Insurance, Company agrees to refund all amounts collected, including premium and fees, for Travel Insurance from the purchaser by the Company or a Distribution Participant, unless the Insurance Law of a Participating State provides otherwise. No contract that contains a free look provision shall allow any Distribution Participants to keep any fees collected from the purchaser for the sale of the Company's Travel

Insurance if a valid cancellation of the Travel Insurance occurs. Refunds shall be made within thirty (30) days of the cancellation of the Travel Insurance unless the time for making refunds is prescribed by the applicable Participating State's Insurance Law.

13. Insurance Documents to Comply with State Law. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that all insurance-related documents, including but not limited to, policy forms, endorsements, and certificates of insurance, will be in compliance with applicable state Insurance Law in each of the Participating States. Company further agrees that its claims manuals, underwriting procedures manuals, and related documents follow the contracts of Travel Insurance issued and are in compliance with applicable state Insurance Law in each of the Participating States.

#### Sales Practices

14. Unfair Discrimination. Company agrees that it will not engage in unfair discrimination, as defined by the Insurance Laws of each Participating State, and will prohibit its Distribution Participants from engaging in unfair discrimination, as defined by the Insurance Laws of each Participating State, in the application of any Travel Insurance premium or fees charged, at any point during the sale of the Company's Travel Insurance coverage. To the extent required by a Participating State's Insurance Laws, premium or fees for the Travel Insurance coverage that is charged to a consumer will relate directly back to the filed rating plan. Pursuant to the filing and timing provisions specified in Section C (3) above, and to the extent required by a Participating State's Insurance Laws, the Company agrees that any premium or fees charged to a consumer by the Company or by a Distribution Participant for the Company's Travel Insurance coverage will relate directly back to an approved rate filing or a service provided. Company also agrees to prohibit any Distribution Participants from charging a separate fee for Travel Insurance

in addition to the Travel Insurance premium or to add any charges or fees for any of the Company's Travel Insurance products or related insurance services without a separate written agreement with the insured, unless permitted by a Participating State under its Insurance Law. Company agrees to report to the Signatory Lead States, during the Monitoring Period, any instances of which the Company becomes aware of where Distribution Participants charge a separate fee in addition to the Travel Insurance premium, for the Company's Travel insurance, without a separate written agreement with the insured.

15. Prohibited Sales Practices. Company agrees that it will not engage in any deceptive, fraudulent or misleading sales practices, as defined by the Insurance Laws of the Participating States, in connection with the sale of the Company's Travel Insurance and will prohibit its Distribution Participants from engaging in any deceptive, fraudulent or misleading sales practices, as defined by the Insurance Laws of the Participating States, in connection with the sale of the Company's Travel Insurance. Company further agrees that it will not offer or sell Travel Insurance policies using an Opt-Out Marketing Plan in any Participating State unless the use of such Opt-Out Marketing Plan is permitted by the Participating State's Insurance Law, and will prohibit its Distribution Participants from offering or selling the Company's Travel Insurance policies using an Opt-Out Marketing Plan in any Participating State unless the use of such Opt-Out Marketing Plan is permitted by the Participating State's law.

16. Compulsory Insurance. Except as permitted by law, Company agrees that it will not require or mandate, and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from requiring or mandating the purchase of Travel Insurance as a condition for the purchase of the trip or travel package. This prohibition includes representing to any consumer that the purchase of Travel Insurance is compulsory.

17. Illusory Travel Insurance. Company agrees that it will not offer or sell Illusory Travel Insurance Coverage and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from offering or selling Illusory Travel Insurance Coverage.

18. Advertising and Marketing. Company agrees to ensure that all sales materials, advertising materials, marketing materials and other consumer-facing documents comply with the Insurance Laws of the Participating States to the effect that they: (a) are consistent with all insurance-related documents, including but not limited to, forms, endorsements, policies and certificates of insurance, (b) reflect filed rates, (c) do not contain ambiguous language where such language is not permitted by a Participating State's Insurance Laws, and (d) are not untrue, deceptive or misleading.

19. Policy Interpretation. Any disputes regarding Travel Insurance policy language will be interpreted consistent with each Participating State's Insurance Law governing the interpretation of insurance contracts, including Participating State's Insurance Law governing the interpretation of Travel Insurance contracts.

20. Trusts. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that it will not sell, and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from selling its Travel Insurance through a trust in a Participating State where the Participating State does not authorize the sale of Travel Insurance through a trust.

21. Group and Blanket Coverage. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that it will not sell Travel Insurance, containing property and casualty benefits, and will prohibit its Distribution Participants from selling Company's Travel Insurance, containing property and casualty benefits, on a group or

blanket basis in a Participating State where the Participating State prohibits the sale of Travel Insurance, containing property and casualty benefits, on a group or blanket basis. Company further agrees that where the sale of Travel Insurance, containing property and casualty benefits, on a group or blanket basis is not prohibited by a Participating State, any coverage documents based on a group or blanket policy will not be issued to residents of a Participating State that prohibits Travel Insurance, containing property and casualty benefits, on a group or blanket basis to be sold in the Participating State. All sales of the Company's Travel Insurance to residents of Participating States that prohibit the sale of Travel insurance containing property and casualty benefits on a group or blanket basis shall be on an individual basis.

#### **Claims and Claims Practices**

22. **Handling of Claims.** Company agrees that claims for Travel Insurance, including pre-existing conditions claims, will be adjudicated based on the Insurance Laws of the Participating State where the purchaser resides and based on the relevant Travel Insurance policy language. Company agrees that unless otherwise specified or subject to another term, condition or exclusion under the policy, a pre-existing condition waiver waives all pre-existing conditions.

23. **Coordination of Benefits.** Company shall pay claims in accordance with Participating State's coordination of benefit laws, when applicable.

#### **Record Retention**

24. Company agrees that it will maintain documentation of its underwriting, rating, complaint, and claims files in accordance with applicable state law in the Participating States.

#### **Insurance and Assistance Services**

25. Pursuant to the filing and timing provisions specified in Section C (3) above, and where prohibited by law in a Participating State, Company agrees not to combine and package the



cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance in its rate filings and in the sale of its Travel Insurance to consumers, and will contractually prohibit its Distribution Participants from combining and packaging the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance in the sale of its Travel Insurance to consumers. Pursuant to the filing and timing provisions specified in Section C (3) above, and where combining and packaging the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance is not prohibited by law in a Participating State, Company agrees that it will provide all disclosures in connection with the sale of the combined and packaged product that are required by Insurance Law in a Participating State.

**Premium Tax**

26. Company agrees that it will pay premium tax on all sales of Travel Insurance.

27. Unless otherwise provided for by a Participating State's law, Company agrees to report premiums collected by the Company and by Distribution Participants, and to pay premium tax for Travel Insurance premiums, that are included in a policy and in a rate filing, to the appropriate Participating State, based on the state of residence of a) the primary Travel Insurance policyholder for sales of individual policies, b) the blanket Travel Insurance policyholder for sales of blanket policies that are permitted under Section C (21), and c) the primary Travel Insurance certificate holders for sales of group policies that are permitted under Section C (21). Unless otherwise provided for by law, Company further agrees to obtain and maintain documentation of specific identifying information necessary to determine the state to which premium tax should be reported, including but not limited to, the policyholder's or certificate holder's name, address and zip code pursuant to the applicable Participating State's law.

**Miscellaneous**

28. Company agrees that, in connection with the offer or sale of its Travel Insurance, it will comply with anti-rebating Insurance Laws in the Participating States and will require its Distribution Participants to comply with anti-rebating Insurance Laws in the Participating States. Company agrees to monitor Distribution Participants to ensure compliance with anti-rebating Insurance Laws in the Participating States in connection with the offer or sale of its Travel Insurance.

29. Company agrees that it will adopt and implement in each of the Participating States, except Pennsylvania, all Forward Looking Guidelines for Rate Filings contained in the Merlinos & Associates Report for Nationwide Mutual Insurance Company dated September 7, 2017, which is part of the confidential examination work papers for Examination Number 1503-13-TGT and not part of the public Agreement, to the extent that such Forward-Looking Guidelines are required by the Participating State in a filing and are consistent with the Insurance Laws in the Participating States, and with the understanding that a Participating State can choose not to require the Company to follow these guidelines.

30. Company agrees that it will adopt and implement in each of the Participating States all recommended corrective actions contained in the Corrective Actions for Claims Handling Report dated March 15, 2017, which is part of the confidential examination work papers for Examination Number 1503-13-TGT, to the extent such corrective actions are consistent with the Insurance Laws in the applicable Participating State.

**D. Review and Refund Program**

**Opt-Out Remediation Program**

1. Without admitting any liability whatsoever, Nationwide Mutual Insurance Company agrees that it will refund all amounts paid by consumers in the Participating States who purchased Travel Insurance from the Company or its Distribution Participants through an Opt-Out Marketing Plan.

2. Eligible claimants (hereinafter "Claimants") will include any insured who purchased Travel Insurance from the Company or its Distribution Participants in a Participating State through an Opt-Out Marketing Plan between January 1, 2010 and the Execution Date, did not file a claim and has not received a full refund.

3. The amount of the refund for each Claimant will be the entire amount paid by the Claimant to the Company or to the Distribution Participant that sold the Company's Travel Insurance product, including any amounts paid for Assistance Services or Travel Cancellation Fee Waivers.

4. Company denies any wrongdoing in connection with the sale of Travel Insurance through the use of an Opt-Out Marketing Plan and disputes the allegation that use of an Opt-Out Marketing Plan violates state law in the Participating States.

5. The refunds and all related details shall be considered part of the confidential Examination work papers for Examination Number 1503-13-TGT, which is not part of the public Agreement.

6. Within six (6) months of the Effective Date, the Company will mail a refund check to each eligible Claimant. The mailing will include a letter, subject to prior Signatory

Lead State approval, notifying the Claimant of the refund and explaining the circumstances surrounding the payment of the refund.

7. Refund payments will be in the form of a check that is mailed to the Claimants last known mailing address, and the check will be valid for ninety (90) days from its date of issue.

8. Where there is no mailing address available, but the Company has an e-mail address for the consumer, the Company will contact the consumer by e-mail to explain their right to the refund and to obtain their mailing address. If a mailing address is obtained, a refund payment will be mailed to the Claimant.

9. In the event that mailings are returned as undeliverable, the Company will make a good faith effort to locate a correct address for the Claimant by utilizing a database such as Accurant or another similar database. If a new address is discovered, a refund payment will be mailed to the Claimant within fifteen (15) days of the discovery of the new address.

10. All payments of refunds shall be issued to Claimants within one (1) year of the Effective Date. Ninety (90) days after all refunds have been issued, the Company will provide the Signatory Lead States with a final accounting of all sums paid as refunds. The accounting will include:

- (a) the name of the Claimant;
- (b) the address of the Claimant;
- (c) the amount of the refund;
- (d) the date of the refund; and
- (e) the date the refund draft was cashed.

11. Any undistributed funds will not be returned to the Company, but will escheat under each Participating State's unclaimed property laws.

12. All information, records and correspondence pertaining to the refunds and the claims process shall be considered as confidential Examination work papers for Examination Number 1503-13-TGT, which is not part of the public Agreement.

**E. Other Provisions**

1. Authority to Execute. The Parties represent and warrant that the person(s) executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

2. Full and Final Agreement. This Agreement, including exhibits, confidential exhibits, and the Confidential Addendum, represents the entire understanding between the Company and the Participating States with respect to the subject matter contained herein and supersedes any and all prior or existing understandings, agreements, plans and negotiations, whether written or oral, between the Company and any Participating State. This Agreement constitutes full and final resolution of the issues raised in the Examination in each of the Participating States.

3. Multi-State Administrative Payment. Without admitting any liability whatsoever, Nationwide Mutual Insurance Company will pay a total of \$725,000, as an administrative payment that shall not be considered as a penalty or fine, to be distributed among the Participating States in an equitable manner proposed by the Signatory Lead States. Within twenty (20) business days after the Effective Date, the Signatory Lead States will: a) provide the Company with a copy of each Participating State's signed State RSA Adoption Form (Exhibit A); and b) provide the Company with an allocation table specifying the percentage and payment

amount payable to each Participating State. Payment shall be made by the Company to each Participating State within thirty (30) business days of receipt of each Participating State's completed and executed Exhibit A and payment instructions from the Signatory Lead States, unless the Company and the Signatory Lead States agree to an extension. Payment shall be made as directed in each Participating State's signed State RSA Adoption Form (Exhibit A). Only Lead States that timely execute this Agreement thereby becoming Signatory Lead States, and Participating States that timely deliver an executed State Adoption of Regulatory Settlement Agreement Form as set forth in Exhibit A to the Signatory Lead States will receive a payment pursuant to the terms of this Section. The payment amounts under this Agreement are not a penalty or fine, and reflect the Company's mitigating factors and level of cooperation. Subject to the provisions of Section D, upon receipt of payment by each Participating State, the Company's financial obligation to the Signatory Lead States and Participating States arising from the Examination shall be extinguished.

4. Monitoring. During the Monitoring Time Period, the Company shall provide the Signatory Lead States with semi-annual reports, in a format acceptable to the Signatory Lead States, beginning six (6) months after the Effective Date addressing the implementation and execution of the requirements of this Agreement. Each report shall be delivered to each of the Signatory Lead States within thirty (30) days following the end of the applicable reporting period. During the Monitoring Time Period, the Signatory Lead States may provide feedback to the Company regarding its meeting the requirements of this Agreement.

5. Confidentiality of Monitoring. The monitoring of the Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Signatory Lead States pursuant to each of their respective jurisdiction's laws. To the extent permitted by

Participating State law, all audit reports, statistical reports, work papers, documents and any other information produced, obtained, or disclosed in connection with the Examination and any follow-up examination of the Company contemplated under this Agreement, regardless of the manner of production or disclosure, shall be given confidential, trade secret, and privileged treatment, shall not be subject to subpoena, and shall not be made public, and are not public records subject to disclosure. Nothing in this Agreement is intended to, nor shall it, preclude Participating States from sharing records and other information relating to the Examination, the Agreement or disclosing the results of compliance with the Agreement to other regulatory or law enforcement entities to the extent permitted by Participating State law.

6. Monitoring Costs. During the Monitoring Time Period, the reasonable costs and expenses of the Signatory Lead States related to the monitoring of the Company's compliance with this Agreement, including the costs and expenses of conducting the ongoing examination referenced in Section E (4), shall be borne by the Company.

7. No Additional Exams. During the Monitoring Time Period, if the Company complies with all provisions contained in this Agreement, the Participating States agree they will not initiate any market conduct examinations and/or investigations relating to any of the issues subject to this Agreement other than the ongoing examination by the Lead States referenced in Section E (4) above.

8. Enforcement. The execution of this Agreement by the Signatory Lead States and the timely adoption of this Agreement by the Participating States pursuant to Section E (24) constitute the entry of an Order by each Lead and Participating State. Any enforcement action brought by any Participating State shall be in conformity with the provisions of this paragraph. If a Participating State believes that the Company has breached a provision of this Agreement,



including, but not limited to, the Business Reforms that Participating State shall provide written notice of the alleged breach to the Company and will also notify the Signatory Lead States that the alleged breach has occurred. Company shall have the opportunity, within fifteen (15) business days of receipt of such notice, to present evidence in writing and/or through appearance before the state insurance regulator in an attempt to rebut the allegation(s) or to seek an extension to address the alleged breach. Company shall then have ninety (90) business days from the date of receipt of the state's determination of the alleged breach to cure the alleged breach, unless extensions are agreed to. The Participating State and the Company agree to act and negotiate in good faith to resolve any alleged breach of the Agreement. A breach constitutes a breach of the entire Agreement only if the breach is deemed material, which for purposes of this Agreement means a significant, substantial failure in the performance of the Agreement, and central to the entire Agreement. A breach may be deemed material in a Participating State without being material in all Participating States. A material breach of this Agreement shall constitute the violation of an Order where determined in any Participating State in which the material breach occurs. A Participating State shall not pursue any enforcement action against the Company until the 90-day cure period has expired, but may then seek, without limitation, to enforce the provisions of this Agreement through administrative or legal enforcement actions and may seek penalties for violations of this Agreement. Any enforcement action brought by any Participating State shall be governed by the laws and regulations of that Participating State.

9. Sunset. The provisions contained in Section C of this Agreement will expire on the later of five (5) years from the Effective Date or the end of the Monitoring Time Period.

10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with each Participating State's law. Any action or proceeding to enforce the

provisions of this Agreement brought by any Participating State shall be governed by the laws and regulations of such Participating State.

11. Release. Each Participating State hereby agrees to and does release the Company and any of its parents and subsidiaries, successors, assigns, officers directors and employees from any and all claims, sanctions, losses, demands, interest, penalties, actions or other causes of action that each Participating State may have, prior to the Effective Date, by reason of any matter, cause or thing whatsoever, regarding or relating to this Examination and the issues raised in this Examination or encompassed by the scope of this Agreement or as a result of any practices revealed by the Examination, to the extent such practices commenced prior to the Effective Date of this Agreement. Notwithstanding the foregoing, this Agreement is not intended to, nor may it be construed to, limit a Participating State's authority to investigate, examine or act upon any noncompliance of the Company with Insurance Laws or regulations regarding matters not within the scope of this Agreement. Further, nothing in this Agreement limits the authority of the Participating States to conduct any regulatory functions, including but not limited to dealing with specific instances of consumer complaints, licensing of insurers, Administrators, producers and other entities, or rate and form filing reviews which occur as part of Participating State's normal product filing review process. This Agreement is not intended and may not be construed to limit the authority of any Participating State to investigate, examine and take appropriate action as to matters outside the scope of this Agreement. Except as provided herein, nothing in this Agreement shall be construed to waive or limit any rights the Participating States may have to regulate the Company or to seek such other remedies for a violation of law or regulation.

12. Subsequent Law. If a Participating State adopts an Insurance Law relating to or conflicting with any provision of this Agreement, then application of such provision of this Agreement shall be superseded by such Insurance Law as it applies in that Participating State (and that state alone), and that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.

13. Non-Admissibility. Neither this Agreement nor any part thereof, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or any wrongdoing by the Company or any of its parents and subsidiaries, successors assigns, officers, directors and employees.

14. No Admission of Liability. This Agreement does not constitute an admission of liability, violation, or wrongdoing by the Company and the Company expressly denies that any of its actions or alleged actions were knowingly committed or represented a pattern and/or business practice that would violate the insurance unfair trade practice laws, claims settlement laws, or any other applicable statutes or regulations of any of the Participating States. Neither this Agreement nor any part thereof, nor any related negotiations, statements or court proceedings shall be offered by the Company, the Signatory Lead States, the Participating States or any third party as evidence of an admission, denial or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to the Company or the Participating States, as a waiver by the Company or the Participating States of any applicable defenses, including without limitation any applicable statute of limitations or statute of frauds; or as a waiver by the Participating States of any regulatory authority regarding the matters or issues addressed in the Examination.

15. No Impairment of Legal Activity. This Agreement does not impair, restrict, suspend or disqualify the Company from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the Examination regarding any alleged act or omission of the Company.

16. No Impact on Current Travel Insurance. Nothing in this Agreement or any of its terms and conditions shall be interpreted to alter in any way the terms or the validity of any of the Company Travel Insurance policies or certificates issued prior to the Effective Date nor as to any particular business reforms, any policies or certificates issued prior to the required completion date of implementation of any specific business reform. The Company will, however, provide refunds to purchasers of Travel Insurance pursuant to Section D of this Agreement. Nothing in this Agreement shall be interpreted to release the Company from its obligation to pay claims in accordance with policy provisions. Further, nothing in this Agreement shall be interpreted to relieve the Company of its obligations to process consumer complaints in accordance with applicable law.

17. Extensions. The Signatory Lead States and the Company may mutually agree, in writing, to any reasonable extensions of time that might become necessary to carry out the provisions of this Agreement. In the event the Company believes it will be unable to meet a deadline under the Agreement, the Company will promptly, but in no event less than fourteen (14) business days prior to the deadline in question, inform the Signatory Lead States. The Company will use its reasonable best efforts to meet any such deadline as soon as practicable. The Signatory Lead States agree that they will consider all requests for extensions from the Company in good faith.

18. Amendments. No amendments shall be made to this Agreement except in writing and where agreed to by the Company and the Signatory Lead States on behalf of the Participating States. Nothing in this Agreement is meant to prohibit a Participating State from entering into a separate agreement with the Company regarding its Travel Insurance practices and procedures in that state.

19. Notice and Request for Modification. The Signatory Lead States will notify the Company of any Agreements or terms of Agreements that they enter into with any other Travel Insurance companies that is inconsistent with the Business Reforms (Section C) adopted in this Agreement. Upon receipt of such notice, Company may seek a modification to this Agreement relating to the Business Reform at issue from the Signatory Lead States, and the Signatory Lead States will not unreasonably withhold consent to such a request for modification.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement. Execution and delivery of this Agreement may be performed by e-mail or facsimile transmission.

21. Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

22. Severability. If any term or provision of this Agreement is determined by any court, regulatory or governmental agency to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be deemed stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Additionally, in the event that a court, regulatory or governmental agency determines that the Company has failed to satisfy a

provision of this Agreement, pursuant to the Enforcement provision in paragraph E (8), it is the intent of the Parties that the remainder of this Agreement and its corresponding obligations and provisions are not affected thereby and remain in effect.

23. Preservation of Rights. This Agreement shall not confer any rights upon any persons or entities other than the Parties to it or extinguish any such rights, and the Agreement is not intended to be used for any other purpose. Nor shall the Agreement be deemed to create any intended or incidental third-party beneficiaries, and the matters addressed herein shall remain within the sole and exclusive jurisdiction of the Participating States.

24. Participating State Adoption. States may adopt this Agreement and become Participating States only if they execute and return to the Signatory Lead States a Participating State Adoption in the form of Exhibit A on or before forty five (45) days from the Execution Date.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT  
AS OF THE DATE SET FORTH AFTER EACH OF THEIR NAMES.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**Nationwide Mutual Insurance Company**

By: S. H. Kahn

Title: V.P.

Date: 11/27/17



**Missouri Department of Insurance, Financial Institutions and Professional Registration**

By: Charna Landley-Ingles

Title: Director

Date: January 3, 2018

**Minnesota Department of Commerce**

By: Aimee Corns

Title: Deputy

Date: 11-4-17

Targeted Multi-State  
Nationwide Mutual

Ohio Department of Insurance

By:  \_\_\_\_\_

Title: Director

Date: 12/6/17

**Oklahoma Insurance Department**

By: Joel Sander

Name: Joel Sander

Title: Deputy Commissioner of Finance

Date: October 18, 2017

Pennsylvania Insurance Department

By: John K. Homan

Title: Acting Commissioner

Date: 11/24/17

Utah Insurance Department

By: 

Title: Commissioner

Date: 12.2.17

**Exhibit A**

**PARTICIPATING STATE ADOPTION  
of  
REGULATORY SETTLEMENT AGREEMENT**

**MARKET CONDUCT EXAMINATION OF  
TRAVEL INSURANCE PRACTICES  
MAWG Travel Exam # 1503-13-TGT**

**IN THE MATTER OF  
NATIONWIDE MUTUAL INSURANCE COMPANY  
NAIC #23787**

On behalf of the Connecticut Insurance Department, I, Katharine L. Wade, as Commissioner, hereby adopt, agree, and approve the Regulatory Settlement Agreement dated January 3, 2018 by and between the above-named Company and the regulatory agencies named therein.

Connecticut Insurance Department

By: Katharine L. Wade

Title: Commissioner

Date: 1-31-18

Please provide the following information as to how your jurisdiction's allocation of the Multi State Administrative Payment should be sent from Nationwide Mutual Insurance Company.

CONTACT NAME:	Kurt Swan, Director, Market Conduct Division
MAILING ADDRESS:	P.O. Box 816, Hartford, CT 06142-0816
OVERNIGHT MAILING ADDRESS:	153 Market Street, Hartford, CT 06103
PHONE NUMBER:	860-297-3972
EMAIL:	Kurt.Swan@ct.gov
PAYMENT MADE TO:	Treasurer, State of Connecticut

Please return this form to:

Stewart Freilich, Senior Regulatory Affairs  
Counsel Missouri Department of Insurance,  
Financial Institutions and Professional  
Registration  
PO Box 690  
Jefferson City, MO 65102  
Stewart.freilich@insurance.mo.gov

**Exhibit B**  
**Content of Notice to Distribution Participants**

**To:** Distribution Participants

**From:** Nationwide Mutual Insurance Company

**Re:** Regulatory Settlement Agreement

**Dear Colleagues:**

In 2014, several state insurance departments initiated market conduct examinations and investigations of the travel insurance industry generally. To resolve these examinations and investigations, participating states insurance departments have offered the opportunity for many of these insurance companies to enter into a Regulatory Settlement Agreement (the "Agreement") without any admission of wrongdoing. In an effort to get this matter resolved, Nationwide Mutual Insurance Company ("Nationwide" or "Company") thought it in its best interest for itself and its partners and clients to enter into this Agreement. Attached is a copy of (or link to) the Agreement, including all exhibits thereto, which we are required to provide you pursuant to Section C (1) thereof. Please note the requirements contained in the Agreement as they relate to Distribution Participants.

All travel insurance companies have a duty to ensure that their distribution participants (including agents and administrators such as TPA's and MGA's) comply with all applicable laws and regulations for agents and administrators who are acting on the Company's behalf. Pursuant to the terms of the Agreement, Nationwide hereby notifies you of the following specific regulatory requirements:

- The solicitation and purchase of insurance is governed by applicable state law and anyone found violating state law may be subject to license revocation, administrative fines, civil penalties and other remedial actions provided for by applicable state law.
- No one may charge a separate fee for travel insurance in addition to the travel insurance premium or add any charges or fees for any of the Company's travel insurance products or related services without a separate written agreement with the insured, unless permitted by applicable law, and must comply with all state anti-rebating laws in connection with the sale of travel insurance.
- No one may offer or sell travel insurance policies using an opt-out marketing -plan unless using opt-out for insurance is permitted by applicable law.
- No one may undertake to engage in underwriting or taking risk that would be considered the business of insurance, as defined by law, without a valid certificate of



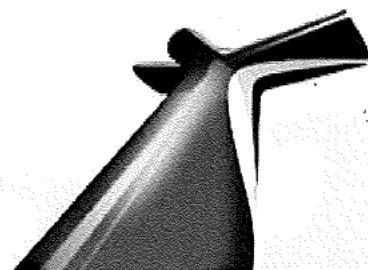
authority to do so, unless permitted by applicable law.

- No one may represent that travel insurance is compulsory, or require or mandate the sale of travel insurance as a condition for the purchase of a trip or travel package, unless permitted by applicable law.
- Where prohibited by the Insurance Laws of the applicable Participating State, no one may sell in the same package or include or require in the sale of travel insurance the costs of non-insurance assistance services or travel cancellation fee waivers to consumers, or conversely sell in the same package or include or require in the sale of non-insurance assistance services or travel cancellation fee waivers, the cost of travel insurance

Nationwide is required to work in good faith with its licensed and registered distribution participants to ensure that this Notice is provided to all distribution participants that offer or sell Company's travel insurance. Please forward a copy of this Notice to all travel retailers and business entities offering or selling Nationwide's Travel Insurance. Please contact [insert name of company contact and contact information] if you have any questions.

From: <[CabinConfirmations@carnival.com](mailto:CabinConfirmations@carnival.com)>  
Date: Sat, Aug 15, 2015 at 5:37 PM  
Subject: James / Bkg 6R7RM1 / Wolfe  
To: [eflowsemaj@gmail.com](mailto:eflowsemaj@gmail.com)

**Carnival**  
FUN FOR ALL. ALL FOR FUN.



[My Cruise](#)

## **GUEST CONFIRMATION** as of 15/Aug/2015

We can't wait to welcome you onboard.

BOOKING NO:	6R7RM1	EMAIL:	Unknown
SAILING:	CARNIVAL FASCINATION 15/Oct/2015	BOOKED BY:	JAMES WOLFE JAMES 640 CHARTWELL DR GREER, 29650
SAILING DURATION:	4 days		
STATEROOM:	U160		

<sup>1</sup>  
**EXHIBIT C**

CATEGORY: 6D OCEANVIEW  
 GUEST: MR JAMES WOLFE  
 DINING CONFIRMED: LATE DINING - 08:15 PM

JAMES WOLFE	(205) 292-8890	0081714153	RED	CRUISE ONLY 1, 2, 3
KIMBERLY WOLFE	(205) 292-8889	0081714162	RED	CRUISE ONLY 1, 2, 3, 4
WESLEY WOLFE	(205) 292-8890			CRUISE ONLY 1, 2

\* Indicates temporary VIFP Level.

ITINERARY: 4 Day BAHAMAS Itinerary.

DAY	PORT OF CALL	ARRIVE	DEPART
Thu	Jacksonville, FL		4:00 PM
Fri	Freeport, The Bahamas	12:00 PM	7:00 PM
Sat	Nassau, The Bahamas	8:00 AM	5:00 PM
Sun	Fun Day At Sea		
Mon	Jacksonville, FL	8:00 AM	



- ▀ View Cruise Details
- ▀ Online Check-In
- ▀ Plan Activities
- ▀ View Cruise Documents

## ITEMIZED CHARGES

All Charges are quoted in USD

### CRUISE CHARGES

Cruise Rate	\$867.00
Taxes, Fees & Port Expenses	\$267.96
<b>Total Cruise Charges</b>	<b>\$1,134.96</b>

### OPTIONAL CHARGES

Vacation Protection	\$147.00
<b>Total Optional Charges</b>	<b>\$147.00</b>

<b>TOTAL CHARGES</b>	<b>\$1,281.96</b>
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### PAYMENTS AND CREDITS



Payments Received	\$1,281.96
<b>Total Payments and Credits</b>	<b>\$1,281.96</b>

Taxes, Fees & Port Expenses, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees, & Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change and Carnival reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

 <p><b>Online Check-In</b> Save time at the pier! Fill out your online check-in</p>	 <p><b>Documents</b> Access your cruise documents 24/7 online</p>	 <p><b>FAQs</b> Answers to your frequently asked questions</p>	 <p><b>Funville</b> Invite your friends and family</p>	 <p><b>Book your shore excursions online</b> Book Your Shore Excursions</p>	 <p><b>Gifts &amp; Services</b> Beautiful gifts delivered right to your stateroom</p>
--	--	---	--	--	--

## IMPORTANT NOTES

- AutoPay - Final Payment scheduled to be processed on 08/16/2015
- Please Review this confirmation for accuracy.
- Vacation Protection premiums are non-refundable / non-transferable.
- Cancellations made after 8/16/15 will be assessed appropriate cancellation penalties.
- All staterooms, inclusive of the balconies, are an entirely smoke-free environment. Smoking is prohibited in all guest staterooms and balconies. Guests who smoke in these areas will be assessed a \$250 USD cleaning and refreshing fee on their Sail & Sign account.
- Service charges will be applied for changes made within 60 days of sailing.

- Carnival Cruise Lines must be advised of any guest medical or physical requirement at least 14 days prior to departure by contacting Carnival's Guest Access Services desk at [specialneeds@carnival.com](mailto:specialneeds@carnival.com).
- Your booking is subject to the terms and conditions set forth in Carnival's Cruise Ticket Contract. You can access the Cruise Ticket Contract through [www.carnival.com/bookedguest](http://www.carnival.com/bookedguest). It is important for you to read the Cruise Ticket Contract and become acquainted with the specific conditions and limitations of your cruise, including time limitations and the proper venue in which to file suit. You can also view a copy of the Cruise Ticket Contract in Carnival's website ([www.carnival.com](http://www.carnival.com)) under the Customer Service section.
- If you wish to review the Cruise Industry Passenger Bill of Rights, you may do so by clicking on the following hyperlink or by going to <http://www.carnival.com/about-carnival/legal-notice/passenger-bill-of-rights.aspx>.

#### **GUEST NOTES**

- 1) This is confirmation that a payment was posted associated with your booking.
- 2) Your booking has been linked with the following reservations for dining 6R7RN7.
- 3) Cancellations prior to final payment due date will receive a future cruise credit in the amount of the deposit less a \$50 pp service fee. The future cruise credit must be used for bookings in USD currency within 24 months from the date of cancellation. If you find a lower cruise rate, based on the total cabin occupancy & not from the booked ancillary services, such as air, transfers, prepaid gratuities, or Taxes/Fees/Port Expenses contact your Travel Agent or [www.Carnival.com](http://www.Carnival.com). Price protection doesn't apply to group rates, membership programs, charters, select promotional fares, travel agent rebates, or other travel agent promotions not offered by Carnival to the general public.
- 4) You have opted to receive SMS booking and/or sailing related text messages from Carnival Cruise Lines. Review Terms & Conditions at [www.carnival.com/about-carnival/legal-notice/smstermsandconditions.aspx](http://www.carnival.com/about-carnival/legal-notice/smstermsandconditions.aspx) for additional information.

#### **ADDITIONAL NOTES**

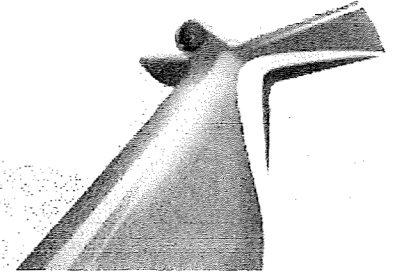
- Visit [www.carnival.com](http://www.carnival.com) website for things to know 'Before You Cruise' Help sections for minor guest policy. Age of guests will be verified at embarkation.
- Please refer to the "Welcome Aboard Carnival Cruise Lines Guest Information Letter"

~~Subject:~~ Miguel / Bkg 2FS7S4 / Hernandez

From: CabinConfirmations@carnival.com (CabinConfirmations@carnival.com)

To: MICKEY\_SONIA@YAHOO.COM;

Date: Tuesday, May 17, 2016 6:38 PM

*M & S: birth cert.***Carnival**  
FUN FOR ALL. ALL FOR FUN.

My Cruise

**GUEST CONFIRMATION** as of 17/May/2016

We can't wait to welcome you onboard.

✓ **BOOKING NO:** 2FS7S4 **EMAIL:** MICKEY\_SONIA@YAHOO.COM

**SAILING:** CARNIVAL **BOOKED BY:** MIGUEL HERNANDEZ  
PARADISE 23/Jul/2016 MIGUEL

**SAILING DURATION:** 5 days 13563 87TH AVE  
SEMINOLE, 33776-2622

**STATEROOM:** M167

**CATEGORY:** 4C INTERIOR

**GUEST:** MR MIGUEL HERNANDEZ

**DINING CONFIRMED:** EARLY DINING -  
06:00 PM

GUEST	CONTACT PHONE	VIFP CLUB #	VIFP LEVEL	DEPARTING	NOTE
MIGUEL HERNANDEZ	0354129801	RED		CRUISE ONLY	1, 2
SONIA HERNANDEZ	0374339406	RED		CRUISE ONLY	1, 2

\* Indicates temporary VIFP Level.

ITINERARY: 5 Day WESTERN CARIBBEAN Itinerary.



DAY

PORT OF CALL

ARRIVE

DEPART

Sat	Tampa, FL		4:00 PM
Sun	Fun Day At Sea		
Mon	Grand Cayman, Cayman Islands	8:00 AM	3:00 PM
Tue	Cozumel, Mexico	10:00 AM	8:00 PM
Wed	Fun Day At Sea		
Thu	Tampa, FL	8:00 AM	



- ▼ View Cruise Details
- ▼ Online Check-In
- ▼ Plan Activities
- ▼ View Cruise Documents

**GO TO MY CRUISE MANAGER ▶**

## ITEMIZED CHARGES

All Charges are quoted in USD

### CRUISE CHARGES

Cruise Rate	\$1,108.00
Taxes, Fees & Port Expenses	\$186.72
<b>Total Cruise Charges</b>	<b>\$1,294.72</b>

### OPTIONAL CHARGES

Vacation Protection	\$158.00
Prepaid Gratuities	\$120.00
<b>Total Optional Charges</b>	<b>\$278.00</b>

**TOTAL CHARGES** **\$1,572.72**

### PAYMENTS AND CREDITS

Payments Received	\$1,572.72
<b>Total Payments and Credits</b>	<b>\$1,572.72</b>

Taxes, Fees & Port Expenses, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees,

**Subject:** Miguel / Bkg 2FS8C3 / Hernandez

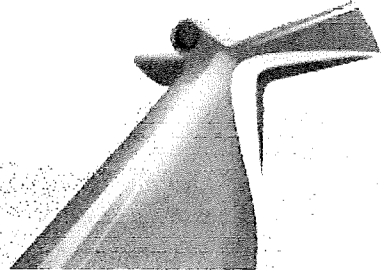
**From:** CabinConfirmations@carnival.com (CabinConfirmations@carnival.com)

**To:** MICKEY\_SONIA@YAHOO.COM;

**Date:** Tuesday, May 17, 2016 6:38 PM

*Isa: birth cert. & mil. ID*

**Carnival**  
FUN FOR ALL. ALL FOR FUN.



My Cruise

## GUEST CONFIRMATION

as of 17/May/2016

We can't wait to welcome you onboard.

✓ <b>BOOKING NO:</b>	2FS8C3	<b>EMAIL:</b>	MICKEY_SONIA@YAHOO.COM
<b>SAILING:</b>	CARNIVAL PARADISE 23/Jul/2016	<b>BOOKED BY:</b>	MIGUEL HERNANDEZ MIGUEL 13563 87TH AVE SEMINOLE, 33776-2622
<b>SAILING DURATION:</b>	5 days		
<b>STATEROOM:</b>	M137		
<b>CATEGORY:</b>	4C INTERIOR		
<b>GUEST:</b>	MS JASMINE HERNANDEZ		
<b>DINING CONFIRMED:</b>	EARLY DINING - 06:00 PM		

GUEST	CONTACT PHONE	VIFP CLUB #	VIFP LEVEL	DEPARTING	NOTE
● JASMINE HERNANDEZ					CRUISE ONLY 1, 2, 3
● ARIEL HERNANDEZ					CRUISE ONLY 1, 2, 3
● ISABEL HERNANDEZ					CRUISE ONLY 1, 2

\* Indicates temporary VIFP Level.



RARI: 5 Day WESTERN CARIBBEAN Itinerary.

DAY	PORT OF CALL	ARRIVE	DEPART
Sat	Tampa, FL		4:00 PM
Sun	Fun Day At Sea		
Mon	Grand Cayman, Cayman Islands	8:00 AM	3:00 PM
Tue	Cozumel, Mexico	10:00 AM	8:00 PM
Wed	Fun Day At Sea		
Thu	Tampa, FL	8:00 AM	



- [View Cruise Details](#)
- [Online Check-In](#)
- [Plan Activities](#)
- [View Cruise Documents](#)

[GO TO MY CRUISE MANAGER](#)

## ITEMIZED CHARGES

All Charges are quoted in USD

### CRUISE CHARGES

Cruise Rate	\$1,467.00
Taxes, Fees & Port Expenses	\$280.08
<b>Total Cruise Charges</b>	<b>\$1,747.08</b>

### OPTIONAL CHARGES

Vacation Protection	\$207.00
Prepaid Gratuities	\$180.00
<b>Total Optional Charges</b>	<b>\$387.00</b>

**TOTAL CHARGES** **\$2,134.08**

### PAYMENTS AND CREDITS

Payments Received	\$2,134.08
<b>Total Payments and Credits</b>	<b>\$2,134.08</b>

Taxes, Fees & Port Expenses, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage

Ship  
**Carnival Paradise**

Sail Date  
**July 23, 2016**

Stateroom  
**M167**

Booking Number  
**2FS7S4**

### ITEMIZED CHARGES

All charges are quoted in USD

#### CRUISE CHARGES

Cruise Rate	1,108.00
Cruise Government Taxes and Fees*	186.72
<b>Total Cruise Charges</b>	<b>1,294.72</b>

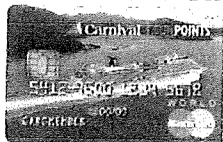
#### OPTIONAL CHARGES

Vacation Protection	158.00
Prepaid Gratuities	120.00
<b>Total Optional Charges</b>	<b>278.00</b>

<b>TOTAL CHARGES</b>	<b>1,572.72</b>
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\*Note: Cruise Government Fees and Taxes are subject to change and Carnival reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. For a full definition of "Cruise Government Fees and Taxes" please refer to paragraph 1 of the cruise ticket contract. Any credit adjustments will appear on the guest's onboard Sail and Sign account as an onboard credit.

### Carnival™ FunPoints®



With the Carnival World MasterCard® you can earn 2 FunPoints for every \$1 spent on Carnival, including onboard purchases charged to your Sail & Sign® Account. Plus, you can redeem FunPoints for credits toward Carnival purchases, onboard gifts and credits, and more. Call 866-680-0185 or visit [carnivalfunpoints.com/CVL7](http://carnivalfunpoints.com/CVL7) to apply for the Carnival World MasterCard with FunPoints before you sail again! Offer subject to credit approval.

See Terms and Conditions for details.

### Pre Sales Itemized Charges

All charges are quoted in USD

Shore Excursions:	39.98
Spa Appointments:	229.00
Transfers:	0.00
<b>Total:</b>	<b>268.98</b>

### "Fun Ship®" Transfers



Flying in for your cruise? Check out our Transfer Services

For pricing details and information about this program visit:  
[www.carnival.com/transfers](http://www.carnival.com/transfers)

P.S.  
This only shows charges for my husband and I!



## GUEST CONFIRMATION

as of 17/Dec/2017

We can't wait to welcome you onboard.


<b>BOOKING NO:</b>	5TM2W5	<b>EMAIL:</b>	<a href="mailto:ANGECELE@HOTMAIL.COM">ANGECELE@HOTMAIL.COM</a>
<b>SAILING:</b>	CARNIVAL HORIZON 15/Apr/2018	<b>BOOKED BY:</b>	ERIKA BRUCE ERIKA 1034 W 135 PL MIAMI, FL 33186
<b>SAILING DURATION:</b>	7 days		
<b>STATEROOM:</b>	7282		
<b>CATEGORY:</b>	8C BALCONY		
<b>GUEST:</b>	MS ERIKA BRUCE		
<b>DINING CONFIRMED:</b>	YOUR TIME 5:45-9:30		

GUEST	CONTACT PHONE	VIFP CLUB #	VIFP LEVEL	DEPARTING	NOTE
ERIKA BRUCE		0080263276	GOLD	CRUISE ONLY	1, 2
PETER LAIRD		9005443061	RED	CRUISE ONLY	1, 2

\* Indicates temporary VIFP Level.

ITINERARY: [7 Day EUROPE Itinerary.](#)

DAY	PORT OF CALL	ARRIVE	DEPART
Sun	Barcelona, Spain		5:00 PM
Mon	Fun Day At Sea		
Tue	Cagliari (Sardinia), Italy	7:00 AM	3:30 PM
Wed	Naples (Capri/Pompeii), Italy	7:00 AM	7:00 PM
Thu	Rome (Civitavecchia), Italy	7:00 AM	8:00 PM
Fri	Livorno (Florence/Pisa), Italy	7:00 AM	7:00 PM
Sat	Marseilles (Provence), France	9:00 AM	6:00 PM
Sun	Barcelona, Spain	6:00 AM	



- View Cruise Details
- Online Check-In
- Plan Activities
- View Cruise Documents

**GO TO MY CRUISE MANAGER**

## ITEMIZED CHARGES

All Charges are quoted in USD

### CRUISE CHARGES

Cruise Rate	\$1,766.00
Taxes, Fees & Port Expenses	\$226.00
<b>Total Cruise Charges</b>	<b>\$1,992.00</b>

### OPTIONAL CHARGES

Vacation Protection	\$218.00
<b>Total Optional Charges</b>	<b>\$218.00</b>

**TOTAL CHARGES** **\$2,210.00**

### PAYMENTS AND CREDITS

Payments Received	\$2,004.00
<b>Total Payments and Credits</b>	<b>\$2,004.00</b>

**Guest Balance Due** **\$406.00**

### PAYMENT SCHEDULE

Final Payment Due Date 15/Jan/2018

**On Board Credit (USD)** **\$200.00**

Taxes, Fees & Port Expenses, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees, & Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change and Carnival reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.



#### **Online Check-In**

Save time at the pier! Fill out your online check-in



#### **Documents**

Access your cruise documents 24/7 online



#### **FAQs**

Answers to your frequently asked questions



#### **Funville**

Invite your friends and family



#### **Book your shore excursions online**

Book Your Shore Excursions



#### **Gifts & Services**

Beautiful gifts delivered right to your stateroom

## **IMPORTANT NOTES**

- Please Review this confirmation for accuracy.
- Want even less to think about when cruising? Idea: prepay your gratuities! It's the easiest way to support the folks working hard to make your vacation unforgettable. Add your gratuities now: <https://www.carnival.com/bookedquest>.
- Thank you for purchasing Vacation Protection. To view the terms, conditions and exclusions of Vacation Protection, visit <https://www.carnival.com/about-carnival/vacation-protection.aspx> Vacation Protection plan costs are non-refundable / non-transferable more than 10 days after purchase.
- Cancellations made after 1/15/18 will be assessed appropriate cancellation penalties.
- All staterooms, inclusive of the balconies, are an entirely smoke-free environment. Smoking is prohibited in all guest staterooms and balconies. Guests who smoke in these areas will be assessed a \$250 USD cleaning and refreshing fee on their Sail & Sign account.
- Service charges will be applied for changes made within 60 days of sailing.
- In an effort to best accommodate your needs, Carnival Cruise Line must be advised of any guest medical or physical requirement at the time of booking. Please contact Carnival's Guest Access Services Desk at 1.800.438.6744, ext. 70025 or [specialneeds@carnival.com](mailto:specialneeds@carnival.com)
- Your booking is subject to the terms and conditions set forth in Carnival's Cruise Ticket Contract. You can access the Cruise Ticket Contract through [www.carnival.com/bookedquest](http://www.carnival.com/bookedquest). It is important for you to read the Cruise Ticket Contract and become acquainted with the specific conditions and limitations of your cruise, including time limitations and the proper venue in which to file suit. You can also view a copy of the Cruise Ticket Contract in Carnival's website ([www.carnival.com](http://www.carnival.com)) under the Customer Service section.
- Guest Disclosure Obligations: Guests should notify Carnival Cruise Line prior to boarding of any conditions or circumstances they may have which could result in an emergency deviation, delay, disembarkation, evacuation or disruption of the cruise. Information to be sent to [shipadmin@carnival.com](mailto:shipadmin@carnival.com). Any guest who fails to notify Carnival Cruise Line of such a circumstance and boards the vessel in violation of the requirements of the Cruise Ticket Contract, assumes all risks as a consequence of boarding and agrees to indemnify and reimburse Carnival for all losses, costs and expenses related to the deviation, delay, disembarkation, evacuation or disruption of the cruise. Guests are advised to refer to the Cruise Ticket Contract and are especially directed to clauses 2, 5 and 10 which specify their responsibilities and obligations in these situations.
- If you wish to review the Cruise Industry Passenger Bill of Rights, you may do so by clicking on the following hyperlink or by going to <http://www.carnival.com/about-carnival/legal-notice/passenger-bill-of-rights.aspx>.
- If you are pregnant or trying to become pregnant, please visit the FAQ section of [carnival.com](http://carnival.com) to learn more about the mosquito-borne Zika virus as well as visit the U.S. Centers for Disease Control website for important information. <http://wwwnc.cdc.gov/travel/>

## **GUEST NOTES**

- 1) Your booking has been linked with the following reservations for dining 6GV5R9.
- 2) Early Saver terms & conditions (T&C) apply. Deposit is nonrefundable. \$50 per person (pp) fee assessed for ship/sail date changes made prior to final payment date. Cancellations prior to final payment date will receive future cruise credit (FCC) for deposit amount less a \$50pp fee. FCC issued in USD & must be used within 24 months from cancellation date. May reprice booking if a lower cruise rate offered to the general public is available based on the total cabin occupancy & not from the booked ancillary services or group rates. Guest assumes T&C of new promo &

may forfeit features associated with original fare(i.e. cabin assignment, onboard credit, upgrade, special deposit/payment terms). Verified rate difference issued as nonrefundable onboard credit.

**ADDITIONAL NOTES**

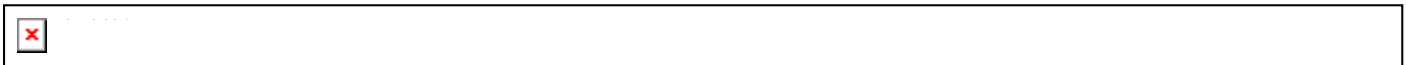
- Visit [www.carnival.com](http://www.carnival.com) website for things to know 'Before You Cruise' Help sections for minor guest policy. Age of guests will be verified at embarkation.
- Please refer to the "Welcome Aboard Carnival Cruise Lines Guest Information Letter"




**From:** Sam R  
**Sent:** Wednesday, August 1, 2018 2:17 PM  
**To:** von.diva  
**Subject:** Fwd: Samad / Bkg 9HG4G9 / Rainey

----- Forwarded message -----

From: <[CabinConfirmations@carnival.com](mailto:CabinConfirmations@carnival.com)>  
Date: Mon, Feb 5, 2018 at 12:10 PM  
Subject: Samad / Bkg 9HG4G9 / Rainey  
To: [POOKIEPLAYA2.SR@gmail.com](mailto:POOKIEPLAYA2.SR@gmail.com)



[My Cruise](#)

 as of 05/Feb/2018

We can't wait to welcome you onboard.

BOOKING NO:	9HG4G9	EMAIL:	<a href="mailto:POOKIEPLAYA2.SR@GMAIL.COM">POOKIEPLAYA2.SR@GMAIL.COM</a>
SAILING:	CARNIVAL HORIZON 21/Jun/2018	BOOKED BY:	SAMAD RAINY SAMAD <a href="#">65 COTTON WOOD CT</a> MONMOUTH, NJ 08852
SAILING DURATION:	4 days		
STATEROOM:	9320		
CATEGORY:	4H INTERIOR		
GUEST:	MR SAMAD RAINY		

**EXHIBIT F**

DINING                      YOUR TIME 5:45-  
 CONFIRMED:              9:30

GUEST	CONTACT PHONE	VIFP CLUB #	VIFP LEVEL	DEPARTING	NOTE
SAMAD RAINEY	(732) 429-2122	9008235454	BLUE	CRUISE ONLY	1, 2
SHIVON HARRIS		9003531796	BLUE	CRUISE ONLY	1, 2

\* Indicates temporary VIFP Level.

ITINERARY: [4 Day BERMUDA Itinerary.](#)

DAY	PORT OF CALL	ARRIVE	DEPART
Thu	New York, NY		4:00 PM
Fri	Fun Day At Sea		
Sat	Bermuda	9:00 AM	5:00 PM
Sun	Fun Day At Sea		
Mon	New York, NY	8:00 AM	

### ITEMIZED CHARGES

All Charges are quoted in USD

#### CRUISE CHARGES

Cruise Rate	\$1,458.00
Taxes, Fees & Port Expenses	\$310.50
<b>Total Cruise Charges</b>	<b>\$1,768.50</b>

#### OPTIONAL CHARGES

Vacation Protection	\$190.00
<b>Total Optional Charges</b>	<b>\$190.00</b>

**TOTAL CHARGES \$1,958.50**

#### PAYMENTS AND CREDITS

Payments Received	\$1,000.00
<b>Total Payments and Credits</b>	<b>\$1,000.00</b>

**Guest Balance Due \$958.50**







#### PAYMENT SCHEDULE

Final Payment Due Date	22/Apr/2018
<b>On Board Credit (USD)</b>	<b>\$50.00</b>

☐ View Cruise Details  
☐ Online Check-In  
☐ Plan Activities  
☐ View Cruise Documents

Taxes, Fees & Port Expenses, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees, & Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change and Carnival reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.



					
<b>Online Check-In</b> Save time at the pier! Fill out your online check-in	<b>Documents</b> Access your cruise documents 24/7 online	<b>FAQs</b> Answers to your frequently asked questions	<b>Funville</b> Invite your friends and family	<b>Book your shore excursions online</b> Book Your Shore Excursions	<b>Gifts &amp; Services</b> Beautiful gifts delivered right to your stateroom

## IMPORTANT NOTES

- Please Review this confirmation for accuracy.
- Want even less to think about when cruising? Idea: prepay your gratuities! It's the easiest way to support the folks working hard to make your vacation unforgettable. Add your gratuities now:  
<https://www.carnival.com/bookedguest>.
- Thank you for purchasing Vacation Protection. To view the terms, conditions and exclusions of Vacation Protection, visit <https://www.carnival.com/about-carnival/vacation-protection.aspx> Vacation Protection plan costs are non-refundable / non-transferable more than 10 days after purchase.
- Cancellations made after 4/22/18 will be assessed appropriate cancellation penalties.
- All staterooms, inclusive of the balconies, are an entirely smoke-free environment. Smoking is prohibited in all guest staterooms and balconies. Guests who smoke in these areas will be assessed a \$250 USD cleaning and refreshing fee on their Sail & Sign account.
- Service charges will be applied for changes made within 60 days of sailing.
- In an effort to best accommodate your needs, Carnival Cruise Line must be advised of any guest medical or physical requirement at the time of booking. Please contact Carnival's Guest Access Services Desk at 1.800.438.6744, ext. 70025 or [specialneeds@carnival.com](mailto:specialneeds@carnival.com)
- Your booking is subject to the terms and conditions set forth in Carnival's Cruise Ticket Contract. You can access the Cruise Ticket Contract through [www.carnival.com/bookedguest](http://www.carnival.com/bookedguest). It is important for you to read the Cruise Ticket Contract and become acquainted with the specific conditions and limitations of your cruise, including time limitations and the proper venue in which to file suit. You can also view a copy of the Cruise Ticket Contract in Carnival's website ([www.carnival.com](http://www.carnival.com)) under the Customer Service section.
- Guest Disclosure Obligations: Guests should notify Carnival Cruise Line prior to boarding of any conditions or circumstances they may have which could result in an emergency deviation, delay, disembarkation, evacuation or disruption of the cruise. Information to be sent to [shipadmin@carnival.com](mailto:shipadmin@carnival.com). Any guest who fails to notify Carnival Cruise Line of such a circumstance and boards the vessel in violation of the requirements of the Cruise Ticket Contract, assumes all risks as a consequence of boarding and agrees to indemnify and reimburse Carnival for all losses, costs and expenses related to the deviation, delay, disembarkation, evacuation or disruption of the cruise. Guests are advised to refer to the Cruise Ticket Contract and are especially directed to clauses 2, 5 and 10 which specify their responsibilities and obligations in these situations.
- If you wish to review the Cruise Industry Passenger Bill of Rights, you may do so by clicking on the following hyperlink or by going to <http://www.carnival.com/about-carnival/legal-notice/passenger-bill-of-rights.aspx>.
- If you are pregnant or trying to become pregnant, please visit the FAQ section of [carnival.com](http://carnival.com) to learn more about the mosquito-borne Zika virus as well as visit the U.S. Centers for Disease Control website for important information. <http://wwwnc.cdc.gov/travel/>

## GUEST NOTES

- 1) Confirmation is being sent because the booking was just created.

2)OBC of \$25pp/\$50 per room is non-ref & issued on Sail&Sign acct & may not be applied to cruise fare or Taxes, Fees & Port Expenses. Early Saver terms&conditions apply. 50% deposit is non-ref. \$50pp fee assessed for ship/saildate changes made prior to final pmt date. Upgrades based on availability in like categories only(inside/inside, oceanview/oceanview,balcony/balcony) & not available in upper/lower, obstructed, & cove categories. Cancellations prior to final pmt date receive FCC for dep amt less \$50pp fee. FCC issued in USD must be used w/in 24months of cancel date. Guests may reprice booking if lower cruise rate offered to the general public is available based on the total cabin occupancy & not from booked ancillary services or group rates. Guest assumes T&C of new promo & may forfeit features associated w/ original fare (cabin assignment, OBC, upgrades, special dep/pmt terms). Verified rate diff issued as non-ref OBC. Applicable on select sailings thru 4/30/20. Ends 02/06/18.

#### **ADDITIONAL NOTES**

- Visit [www.carnival.com](http://www.carnival.com) website for things to know 'Before You Cruise' Help sections for minor guest policy. Age of guests will be verified at embarkation.
- Please refer to the "Welcome Aboard Carnival Cruise Lines Guest Information Letter"

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Carnival Cruise Lines Received Illegal Kickbacks from Purchases of 'Vacation Protection Package'](#)

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