

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: _____

KRISTIAN ZAMBER,
on behalf of himself and all others
similarly situated,

Plaintiffs,

v.

CLASS ACTION

AMERICAN AIRLINES, INC.,
a Delaware Corporation,

Defendant.

_____ /

COMPLAINT

Plaintiff Kristian Zamber (“Plaintiff”), on behalf of himself and all others similarly situated, files this Complaint against Defendant, American Airlines, Inc., a Delaware corporation (“American” or “Defendant”), and alleges as follows.

INTRODUCTION

1. This is a class action lawsuit filed to redress injuries that Plaintiff and a class of consumers have suffered, and will continue to suffer, as a result of American’s deceptive practices relating to its presentation of trip insurance as a pass-through fee paid to an ostensibly independent third party insurer, when, in reality, it receives an undisclosed kickback from every policy sold.

2. American requires customers who purchase airline tickets on its website to elect whether to purchase a trip insurance policy from an independent insurer, purportedly to “protect” customers in the event their travel plans change.

3. Despite making trip insurance policies available to customers on its website, American does not hold itself out as the seller of trip insurance. In fact, American is not a licensed insurer or insurance agent in the State of Florida.

4. American aggressively markets these trip insurance policies to its customers, while concealing their profit interest in the sale of the product. For example, customers are required to make an insurance election, as they are unable to proceed with purchasing their airline tickets on American's website until they make a choice on whether to purchase a trip insurance policy. The customer cannot simply ignore the insurance offering and move on to purchasing a ticket.

5. When purchasing a ticket, the customer must check either a "yes" or "no" box before American allows them to complete the purchase of their ticket. The "yes" option is highlighted in bold type and placed above the box for "no," which does not appear in bold type. In the "yes" section where a customer can purchase an insurance policy, American places a checkmark in bright green typeface, followed immediately thereafter by the word "Recommended," also in bright green typeface.

6. Following the bright green checkmark and "Recommended" line, American includes a quote from U.S. News & World Report, Oct 2015, which reads "It's a smart idea to consider investing in travel insurance." An example of this language and marketing appears in Exhibit 1.

7. Despite aggressively marketing these trip insurance policies on its website, American does not disclose that it receives a profit based on the sale of the insurance. Indeed, American affirmatively leads the consumer to believe that it has no profit participation in the sale

of this insurance by, among other things, expressly disclaiming any role in the actual provision of the insurance that its customers purchase.

8. Defendant states “[t]his insurance is offered by a third party, Allianz Global Assistance, not American Airlines. Plans underwritten by Jefferson Insurance Company or BCS Insurance Company. Recommended by AGA Service Company, the licensed producer and administrator of this plan.” (emphasis added). Therefore, American denies that it is involved in the insurance, and even denies that it is the party that is offering the insurance to the consumer.

9. Despite these denials and representations to the customer that it plays no role in the provision or administration of the insurance policies, sales of the policies are in fact a hidden profit center for American, misrepresented to the customer as a “pass through” charge. American falsely represents to its customers that, when they purchase an insurance policy, the funds to cover the policy’s cost are transmitted to Allianz Global Assistance, who American identifies as the company offering the policy for sale to the customer. Instead, American profits off of each policy a customer purchases on its website.

10. In short, American has engaged in a pattern of unlawful profiteering, deceit and self-dealing with regard to the trip insurance policies it promotes by misrepresenting its role to consumers.

PARTIES, JURISDICTION, AND VENUE

11. Plaintiff, Kristian Zamber, is, and at all material times was, an individual who resides in and is a citizen of Sarasota County, Florida. Plaintiff purchased a trip insurance policy from Allianz on American’s website on March 20, 2016.

12. Defendant, American Airlines, Inc., is a Delaware corporation with its principal place of business in Texas. It does business regularly throughout the United States, including the state of Florida.

13. 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.

14. This Court has personal jurisdiction over American because it continuously and systematically operates, conducts, engages in, and carries on business in Florida. Moreover, American purposefully avails itself of Florida's consumer market through the advertisement, promotion, and sale of airline tickets and trip insurance policies in Florida. Pursuant to Florida's long-arm statute, Fla. Stat. § 48.193, this Court has personal jurisdiction over American.

15. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b) and § 1391(c) because Defendant resides in this district for purposes of the statute, as American is subject to the personal jurisdiction of this Court for purposes of this action. Moreover, Defendant's wrongful acts in the district have impacted the general public of this district, and the ends of justice require that parties residing in other districts be brought before this Court.

FACTUAL ALLEGATIONS

16. American operates hundreds of daily flights to and from fifteen different airports in Florida. As part of its business, American sells tickets to consumers through its website, www.aa.com.

17. When a consumer visits American's website, the site allows the consumer to select his or her preferred destination and travel dates.

18. Upon the consumer's selection of his or her specific flights, American's website provides the customer with the price to purchase the selected flights.

19. Before the customer completes his or her purchase, American's website requires customers paying by credit card to make an election regarding purchasing a trip insurance policy with a third-party insurance provider.

20. American markets the third-party trip insurance to its customers in a uniform fashion—each customer sees the same marketing language when purchasing a ticket.

21. Before selecting a payment method, American's website tells customers they may purchase a trip insurance policy on the website if they pay with a credit card. Specifically, Defendant states the following: "Enjoy greater peace of mind with travel insurance from Allianz Global Assistance. Currently, Trip Insurance is only available for purchase with your airline ticket prior to the day of departure, by U.S. residents who pay for travel with American Express, Diners Club, Discover, MasterCard or VISA. If you are a U.S. resident and were unable to purchase trip insurance at this time, you may still be able to purchase it by contacting Allianz Global Assistance directly at 1-800-628-5404."

22. Through this language American affirmatively represents that the insurance is sold by "Allianz Global Assistance" as opposed to American itself.

23. Once a customer elects to purchase their ticket with either an American Express, Diners Club, Discover, Mastercard or VISA credit card, American requires the customer to affirmatively select, prior to the completion of their purchase, whether they would like to purchase a trip insurance policy. *See* Exhibit 1. The customer cannot buy a ticket without making this choice. Featured prominently at the top of this selection page is a graphic stating "Allianz Global Assistance."

24. As the customer faces this mandatory choice, American's website proceeds to aggressively market the trip insurance policies. A customer must check either a "yes" or "no" box before American allows them to complete the purchase of their ticket. The "yes" option is highlighted in bold type and placed above the box for "no," which does not appear in bold type. *See id.*

25. In the "yes" section where a customer can purchase an insurance policy, American places a checkmark in bright green typeface, followed immediately thereafter by the word "Recommended," also in bright green typeface. *See id.*

26. Following the bright green checkmark and "Recommended" line, American includes a quote from U.S. News & World Report, Oct 2015, which reads "It's a smart idea to consider investing in travel insurance." *Id.* This is intended to create the impression that the trip insurance is in the consumer's best interest – while hiding the fact that American is pushing the product because it is in American's financial interest to generate sales. In other words, the consumer is deceived into believing that American is acting in the consumer's best financial interest, and not its own.

27. Underneath that section, without any bold-faced type, is an option for the customer to select "no" to the purchase of trip insurance, where American says the following: "No, I understand by declining coverage I am responsible for all cancellation fees and expenses." *Id.*

28. After the section wherein it portrays the trip insurance policies as something in the consumer's best financial interest, American proceeds to conceal its financial motivation in pushing the product by formally disclaiming any role in the trip insurance policies being sold on its website.

29. Specifically, American represents that a third party is providing the insurance, not American itself. Defendant states “[t]his insurance is offered by a third party, Allianz Global Assistance, *not American Airlines*. Plans underwritten by Jefferson Insurance Company or BCS Insurance Company. Recommended by AGA Service Company, the licensed producer and administrator of this plan.” *See id.* (emphasis added).

30. Indeed, American cannot sell insurance to the consumer because it is not licensed as an insurer or insurance agent in the State of Florida.

31. Further enhancing the idea that the trip insurance is a pass through is the presentation of the invoice. When a customer elects to purchase a trip insurance policy on Defendant’s website, the cost of the policy is not included in the customer’s bill for the purchased airfare, rather the customer pays the insurance cost separately. In contrast, when a customer elects to purchase from Defendant a trip “add on,” such as a more desirable seat, the cost of that is included in the fare price. The lack of inclusion of the trip insurance cost in the customer’s airfare purchase price further represents to the consumer that American treats the insurance cost as a “pass through” charge, not as a profit vehicle for itself.

32. Additionally, if a consumer seeks to have questions answered about the insurance offered on American’s website, Defendant’s website categorically tells the customer that American has no involvement in the insurance sold. For example, in a portion of Defendant’s website titled “Trip insurance,” American refers to the insurance policies as “Allianz Global Assistance trip insurance for U.S. residents.” Exhibit 2 at 1. Immediately after that description, American’s website lists the “Top reasons to buy trip insurance.” *Id.* It then includes a section titled “Satisfaction guarantee,” telling customers they are purchasing a policy “from Allianz Global Assistance.” *Id.* at 2.

33. Another section of American's website, labeled "Reservations & tickets FAQ's," also affirmatively disclaims any role in the insurance a customer purchases on Defendant's site. Specifically, American answers the question of "Will I get a confirmation email?" as follows: Yes, if you provide your email address then the *trip insurance provider* will email it to you." Exhibit 3 at 9 (emphasis added). Defendant then answers the question of "Why isn't my trip insurance purchase displayed in my itinerary?" with the following: "Trip insurance products are sold by third-party insurance providers, *not American*, so you'll receive a separate confirmation. All policy documentation will be sent directly to you from the insurance provider." *Id.* at 10.

34. These statements to the consumer reinforce the representation of the trip insurance as a "pass through" charge, one where American has no role in the provision of the product nor any profit interest.

35. After a customer elects to purchase a trip insurance policy and proceeds to complete the purchase of an accompanying airfare, Allianz Global Assistance, not American, sends the customer an email containing a copy of the purchase insurance policy. *See* Exhibit 4. Nowhere in that communication or accompanying insurance policy is there any reference to American having a role in the provision of the insurance. *See* Exhibit 5. Instead, the "Letter of Confirmation" that the customer receives containing the insurance policy has "Jefferson Insurance Company" as the header.

36. By disclaiming any role in the insurance policies it is making available on its website and setting out the cost of a policy as a separate charge to the consumer, American represents the cost of the trip insurance policies as a "pass through" charge, where Defendant simply collects the money for the insurance policy from the consumer and forwards it on to the actual insurance provider.

37. In reality, and completely unbeknownst to its customers, the trip insurance is a hidden profit center for Defendant, as American receives for itself a portion of the funds for every trip insurance policy its customers purchase.

38. Defendant, instead of disclosing its profit interest in the trip insurance policies sold on its website, attempts to disguise its financial interest by representing the cost of an insurance policy as a “pass through” charge. Indeed, American affirmatively tells customers that insurance policies and charges aren’t included with their itineraries because it is a third-party’s product, all without any suggestion or indication that Defendant is retaining a portion of this charge for itself. This is in contrast to other charges that American offers on its website, such as more desirable seats and early boarding rights, where American bundles the cost of these optional fees into the overall price of a customer’s ticket, thereby disclosing to the customer Defendant’s profit interest.

39. The trip insurance program on Defendant’s website represents an illegal kickback scheme, one in which American deliberately hides its role and profit interest in the insurance policies sold on its website.

40. On March 20, 2016, Plaintiff purchased a trip insurance policy on Defendant’s website. Mr. Zamber received an email from the insurance provider attaching his policy, neither of which referenced American. *See* Exhibits 4 and 5.

41. American has never disclosed to Kristian Zamber, or any of the class members, the true nature of its relationship with Allianz Global Assistance, Jefferson Insurance Company, BCS Insurance Company, or AGA Service Company. Specifically, Defendant has not disclosed the fact that it receives a substantial kickback on the policies made available on its website.

CLASS ACTION ALLEGATIONS

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

Class Definition

43. Plaintiff seeks to represent the following class:

All persons who purchased a trip insurance policy within the applicable limitations period (the “Class Period”).

Excluded from this class are American, its affiliates, subsidiaries, agents, board members, directors, officers, and/or employees.

44. The members of the class number in the thousands and joinder of all class members in a single action is impracticable.

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

46. This class action is brought pursuant to Rule 23(b)(3) because the questions of law or fact common to Zamber’s claim and the class members’ claims predominate over any question of law or fact affecting only individual class members.

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

A. Numerosity

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

49. While Plaintiff estimates the Proposed Class numbers in the thousands, the exact number of class members, as well as the class members' names and addresses, can be identified from American's business records.

B. Commonality/Predominance

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

a. Whether American engaged in a deceptive and unfair business practice by misleading the Class about its financial interest in making available trip insurance policies and its receipt of a kickback;

b. Whether the representations made and insurance premiums collected by American would lead the reasonable consumer to believe it was a pass-through charge;

c. Whether American receives undisclosed kickbacks, commissions, or fees from the sale of trip insurance;

d. Whether American manipulated the Class through trip insurance products in order to maximize its own profits at the expense of the Class;

e. Whether and to what extent the Defendant's conduct has caused injury to the Plaintiff and the Class members; and

f. Whether American unlawfully enriched itself at the expense of the Class.

C. Typicality

51. Zamber's claims are typical of the putative Class members' claims because of the similarity, uniformity, and common purpose of American's unlawful conduct. Plaintiff, like all Class members, was damaged through his payment of money that American misrepresented as a "pass through" charge to the insurance company, when in fact American enriched itself in this process.

52. Each class member has sustained, and will continue to sustain, damages in the same manner as Zamber as a result of American's wrongful conduct and willful nondisclosures.

D. Adequacy

53. Zamber will fairly and adequately protect and represent the interest of each member of the Class, because he has suffered the same wrongs as the Class Members.

54. Zamber is fully cognizant of his responsibilities as Class Representative and has retained León Cosgrove, LLC to prosecute this case. León Cosgrove, LLC is experienced in complex class action litigation, including litigation related to unfair and deceptive trade practices, and has the financial and legal resources to meet the costs of and understand the legal issues associated with this type of litigation.

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

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

56. The prerequisites to maintaining a class action for injunctive and equitable relief pursuant to Fed. R. Civ. Pro. 23(b)(2) exist as American has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole.

57. Defendant's actions are generally applicable to the Class as a whole, and Plaintiff seeks, among other things, equitable remedies with respect to the Class as a whole.

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

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

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

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

COUNT I
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

61. Plaintiff re-alleges paragraphs 1 through 60 as if fully set forth herein and further alleges the following.

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

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

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

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

66. The concealment and omissions of material facts and misrepresentations and deceptions alleged in the preceding paragraphs occurred in connection with American’s trade and commerce in Florida.

67. American’s unfair and deceptive acts and practices violate FDUTPA, Section 501.201 and 501.211, Fla. Stat.

68. As a direct and proximate result of American’s FDUTPA violations, Plaintiff and the class have been damaged in an amount to be proven at trial.

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

COUNT II
UNJUST ENRICHMENT

70. Plaintiff re-alleges paragraphs 1 through 60 as if fully set forth herein and further alleges the following,

71. This is a count for unjust enrichment.

72. Plaintiff and each member of the class conferred a benefit on Defendant through their payment for trip insurance with Allianz Global Assistance, allowing American to enrich itself to the detriment of the Class.

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

74. Under the circumstances, it would be unjust and inequitable to allow the Defendant to retain this benefit, as it was obtained through false and misleading representations.

75. Plaintiff and the Class suffered damages as a result of Defendant's unjust enrichment.

PRAYER FOR RELIEF

Named plaintiff and the plaintiff class request the following relief:

- a. Certification of the class;
- b. A jury trial and judgment against defendant American;
- c. An order requiring the Defendant to make full disclosure to consumers of its retention of trip insurance premiums sold on its website and the amount of the kickback it receives;
- d. The cost of suit, including reasonable attorney's fees, in accordance with FDUTPA;
- e. General, actual, and compensatory and exemplary damages in an amount to be determined at trial;

- f. Restitution of all insurance premiums paid by Plaintiff and members of the Class, as a result of the wrongs alleged herein, in an amount to be determined at trial;
- g. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- h. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: September 12, 2016

Respectfully submitted,

/s/ Alec H. Schultz

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Counsel for Zamber and the Class

Exhibit 1

8/29/2016

Review and pay - Check flights and pay for your trip - American Airlines

Trip Insurance

Protect your \$256.20 trip to Chicago

All these benefits for a fraction of the ticket cost

(Required)

**Allianz Global
Assistance**

Add Trip Insurance?

- ☒ Yes, add trip insurance for a total of **\$21.88**. ✓ **Recommended**
Includes trip cancellation, trip interruption, travel and baggage delay, emergency medical, and more.

"It's a smart idea to consider investing in travel insurance." – U.S. News & World Report, Oct 2015

- ☐ No, I understand by declining coverage I am responsible for all cancellation fees and expenses.

Terms, conditions and exclusions apply. See coverage details .

Review Period: Receive a refund on your premium within 10 days of purchase, depending on your state of residence, if you decide to cancel your coverage and you have not filed a claim or departed on your trip.

This insurance is offered by a third party, Allianz Global Assistance, not American Airlines. Plans underwritten by Jefferson Insurance Company or BCS Insurance Company. Recommended by AGA Service Company, the licensed producer and administrator of this plan.

Exhibit 2

9/2/2016

Trip insurance – Plan Travel – American Airlines

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[English](#) ▼



American Airlines 

[Plan Travel](#) [Travel Information](#) [AAdvantage](#)




[Home](#) > [Trip insurance](#)


Trip insurance





Allianz Global Assistance trip insurance for U.S. residents

When the unexpected occurs, be prepared with trip insurance

[Get a quote now](#) 

[Manage policy](#) 

[File a claim](#) 

[Claim status](#) 

Top reasons to buy trip insurance

- Financial coverage when plans change due to reasons such as covered illness, job loss, severe weather and more
- Reimbursement of prepaid, non-refundable expenses for trip interruptions/cancellations or essential items purchased on your trip if luggage is delayed
- Emergency medical/dental benefits for covered illness or injury while on your trip
- Rental car damage or theft coverage
- 24/7 assistance hotline and concierge services

**Allianz Global
Assistance**

9/2/2016

Trip insurance – Plan Travel – American Airlines

Trip insurance coverage overview

Trip insurance from Allianz Global Assistance is designed for your specific travel needs.* You can choose trip insurance when you buy your flight or you can learn more now and get an instant quote.

Learn about coverage options [↗](#)

Get a quote [↗](#)

Single Trip Plans

- ▣ Trip Protector
- ▣ Rental Car Damage Protector

Multi-Trip / Annual Plans

- ▣ Best value for frequent travelers
- ▣ All travel (including AAdvantage® awards)

⌵ Single Trip Plan options

⌵ View Annual Trip Plan options

Satisfaction guarantee

When you purchase a plan from Allianz Global Assistance:

- ▣ You have a review period determined by your state of residence to examine coverage details (10 day minimum)
- ▣ If you cancel your plan during the review period, your premium will be refunded as long as you haven't filed a claim or departed for your trip/event

Additional assistance

Coverage by country of residence

Canada »

Mexico »

Need help?

Frequently asked questions »

Contact us »

⌵ Terms and conditions

9/2/2016

Trip insurance – Plan Travel – American Airlines

*Terms, conditions, and exclusions apply. Plans may not be available to residents of all states. Insurance benefits are underwritten by either BCS Insurance Company or Jefferson Insurance Company, depending on insured's state of residence. AGA Service Company is the licensed producer and administrator of these plans.

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Earn 30,000 bonus miles

BuyMiles

Short on miles?


AVIS  Budget

Up to 35% savings
plus AAdvantage® miles



Exhibit 3

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[Plan Travel](#)

[Travel Information](#) [AAdvantage](#)



[Home](#) > [FAQs](#) > [Reservations & tickets FAQs](#)

Reservations & tickets FAQs

Make / modify

⤴ How do I make changes to my reservation?

If you booked on aa.com or through American Airlines Reservations, you can change your reservation online if:

- Your travel is between the U.S., Puerto Rico or the U.S. Virgin Islands
- Your trip is not an AAdvantage award, was not booked with a promotional code and you are not part of a group booking
- There are at least 3 hours before your next scheduled flight

You can access your reservation from "My trips/check in" on the homepage or go to [find reservations](#).

[Find a reservation »](#)

If you're unable to change your reservation online, contact [Reservations](#).

[Contact Reservations »](#)

If you booked with a travel agent or on another travel site, contact the agent or site directly.

⤴ How close to departure can I book a flight on aa.com?

You can book up until 2 hours before departure. If the flight leaves in less than 2 hours, please go to the ticket counter at the airport.

⤴ How far in advance can I book a flight?

You can book a flight on aa.com up to 331 days in advance.

⤴ How many passengers can I book in one reservation?

You can book up to 6 passengers in one reservation on aa.com. For groups of 10 or more, contact Group & Meeting Travel. Special fares and discounts for group travel are available.

[Learn about Group & Meeting Travel »](#)

⤴ Will I be charged to change a reservation made by a travel agency or another website?

Yes. An additional charge (per person) will be required for reservations made by travel agents or through another website that are changed by our Reservations, airport or Travel Center personnel.

⤴ Why are revenue tickets on other airlines on a request basis only?

Other airline reservations are on a request basis only and may take 24 hours or more for confirmation. In addition, some airlines require post-booking reconfirmation of reservations made on aa.com. Please check with the airline for more details.

Reservations ticketed by our reservations offices are subject to an additional charge.

[Learn about reservation service charges »](#)

Same-day flight change and standby

[Learn about same-day flight changes and standby »](#)

⤴ What is same-day flight change?

Same-day flight change allows you to confirm a seat on a different flight on your day of departure on any American Airlines and/or American Eagle flight where eligible seats are available. The alternate flight must be for your same origin and destination and your flight change can only be confirmed within 24 hours of departure of the desired flight.

You can make the change on aa.com, at the airport (at the self-service kiosk or ticket counter) or call Reservations.

⤴ What happens if a same-day flight change isn't available?

If you still want to try for a different flight, same-day standby lets you standby for an earlier American or American Eagle flight (with the same routing on your day of departure). Unlike same-day flight change, same-day standby doesn't guarantee a seat on a flight.

⤴ What is same-day standby?

Same-day standby allows you to standby for an earlier American or American Eagle flight on your day of departure. You can request to be added to the standby list on aa.com or at airport self-service kiosks.

If you're standing by for an earlier flight on your departure day, you will retain your original flight reservation until you are confirmed on the earlier flight. Same-day standby does not guarantee a seat on a flight.

⤴ What is American's standby policy?

You'll have the option to guarantee a seat on a different flight if same-day flight change is available. If it's not available, you may have the option to standby for an earlier flight with same-day standby.

The standby policy applies to travel within and between the U.S., Puerto Rico, U.S. Virgin Islands, the Caribbean or Canada on American and/or American Eagle.

Customers who receive complimentary confirmed same-day flight changes »

⤴ How do I buy same-day flight change or same-day standby?

You can request same-day standby on aa.com or at the airport self-service kiosks only. You can request a same-day flight change on aa.com, at the airport, or you can call Reservations.

Holds

Learn about free and extended holds »

Free holds

⤴ How long can I hold a reservation?

You can hold your reservation up to 24 hours for free if you're booking your trip 7 days or more before departure.

⤴ How do I hold a reservation?

Look for the "hold" option on the review payment page when you book an American or codeshare flight on aa.com.

⤴ How do I retrieve and pay for a reservation that's on hold?

If you held your reservation on aa.com, choose "Travel information" at the top of aa.com, then click "My trips" on the right.

- If you're logged in - Select the trip and then choose "purchase" near the bottom of the page to enter your credit card information.
- If you're not logged in - Go to "Find reservations" and enter your record locator.

⤴ Can I hold multiple reservations?

No. Multiple reservations to one or more destinations or around the same date or time may not be held.

⤴ Can I add or remove a bundled option to a reservation on hold?

No. Log in to aa.com to cancel the reservation and book a new reservation with the features you want.

⤴ Can I put a reservation on hold with an aa.com promotion code?

No. Reservations with an aa.com promotion code are "instant purchase" only.

⤴ What is express ticket service?

Customers in Latin America and the Caribbean can hold reservations using express ticket service on aa.com/espanol. Call your local American Airlines reservations to complete and pay for your ticket.

[Learn about express ticket service »](#)

Extended hold (more than 24 hours)

⤴ How does extended hold work?

- The extended hold fees are only charged following the expiration of the free 24-hour period. If you buy or cancel your itinerary within that period, extended hold fees will not be charged regardless if you purchased the option initially.
- You must extend the hold for all passengers in the itinerary.
- You can't use miles to purchase an extended hold.
- The extended hold fee is non-refundable.

⤴ Is an extended hold option offered on all flights?

The option to extend your hold is only offered on select routes and is subject to availability. It is only offered to customers traveling on American Airlines marketed and operated flights and American Eagle® services operated by Envoy Air Inc., SkyWest Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc.

⤴ Can I make changes to my itinerary during the extended hold period?

No. You can't make changes to the itinerary once it has been held using the extended hold feature.

If you've had a change in plans, you can cancel your existing hold and choose new flights. You would need to purchase the extended hold product again for your new itinerary (subject to availability).

⤴ Can I use different cards for my ticket and the extended hold fee?

Yes. You can use two different credit cards as long as they're issued in the same country. Using a credit card with a different country's billing address to purchase a ticket would result in the ticket being re-priced according to the address on that specific card.

Payment

See all payment options available »

Products and programs FAQs »

⤴ Which forms of payment can I use?

We accept most major credit and debit cards and a variety of other payment methods. Only one card can be used when you book on aa.com (but you can use multiple gift cards).

[See all payment options »](#)

⤴ What do you mean by “country of residence”?

When booking, be sure the country of residence you choose is the same as the country in which your credit card was issued.

If your credit card is issued in the U.S., Canada, the U.K., or select countries in Latin America, the Caribbean, Europe, Asia Pacific, the Middle East and Africa, we'll store your reservation using the fare and flight availability of that specific country (and local currency may be used).

⤴ What if I don't live in the country where my credit card was issued?

You'll need to choose the “country of residence” based on where your card was issued because we might use local currency, applicable fares, and available space on flights from that specific country.

From the home page, click “Advanced search” and choose your country of residence.

⤴ Which countries might recalculate fares in local currency?

Fares for countries not listed will be in USD.

- | | | | |
|----------------|------------------|----------------|-------------------|
| ▪ Brazil (BRL) | ▪ Chile (CLP) | ▪ Mexico (MXN) | ▪ Venezuela (VEF) |
| ▪ Canada (CAD) | ▪ Colombia (COP) | ▪ U.K. (GBP) | |

eVoucher

[Check your eVoucher balance](#)

[American Airlines eVouchers terms and conditions](#)

⤴ How do I use my eVoucher?

Go to [aa.com](#), choose flights and enter the eVoucher number and PIN on the payment page. You can also contact Reservations (and we'll waive the ticketing fee).

[Learn how to use your eVoucher](#)

⤴ What can I use my eVoucher for?

eVouchers can only be used to pay for travel sold and originating in the United States, U.S. Virgin Islands and Puerto Rico. eVouchers cannot be used for ticket reissues, upgrades, Admirals Club, bag fees or other optional service charges.

See American Airlines eVouchers terms and conditions [🔗](#)

⤴ Does my eVoucher expire?

- Yes. They expire 1 year from the issue date.
- eVouchers are non-refundable, but can be used by a friend or family member.

⤴ Can I get a refund on travel purchased with an eVoucher?

The terms are governed by the rules that apply to the specific fare you have purchased. If a refundable fare was purchased, the amount may be refunded in the form of a paper voucher.

Contact Reservations for more information »

Fly Now Payment Plan

⤴ How do I use the Fly Now Payment Plan to buy a ticket?

Visit the Fly Now Payment Plan for information »

PayPal

Learn more about paying with PayPal »

⤴ When can I use PayPal as a payment option?

You can use PayPal when purchasing your tickets on aa.com if you reside in the U.S., Puerto Rico or U.S. Virgin Islands, Canada and the United Kingdom. If your PayPal payment is declined for any reason, your reservation will be canceled.

PayPal is also available when you purchase your tickets on mobile.aa.com.

⤴ Can I use PayPal with other forms of payment?

In the U.S., PayPal can be combined with an AA gift card or eVoucher.


⤴ How can I get a refund on a ticket bought with PayPal?

You can get a refund for tickets bought with PayPal from our refunds site or by calling Reservations.


Request a refund [🔗](#)

[Contact Reservations »](#)

Flight discount


[Check your American Airlines flight discount balance](#) 

[AAAdvantage® flight discount terms & conditions »](#)


[Business Extra® flight discount terms & conditions](#) 

 [How do I use my American Airlines flight discount?](#)

Fares


 [Do you offer emergency or bereavement discounts?](#)

We're sorry, we don't offer emergency or bereavement fares.


 [Do you offer government or military fares?](#)

We do offer government or military fares in some markets.

[Contact Reservations for more information »](#)

 [What is an unrestricted fare?](#)

Wholly unrestricted fares are fully refundable and do not have advance purchase requirements. If you purchase a ticket that is an unrestricted fare, you can make changes to your flight with no change fee (based on seat availability). However, an additional collection of fare may apply.

 [How do I guarantee my fare on aa.com?](#)

Reservations placed on hold on aa.com will be guaranteed for 24 hours or until midnight the following day, whichever gives you more time. In the event that your reservation is canceled during that period due to advance booking requirements, please contact Reservations.

[Learn about holding your reservation on aa.com »](#)

[Contact Reservations »](#)

Lowest price guarantee

Learn more about our lowest price guarantee »

⤴ What is the aa.com lowest price guarantee?

If you find the exact same fare (for travel on the same day, at the same time and in the same class of service) for less on another site and send us a claim – all on the same day – we'll refund the difference.

Trip insurance

Learn about trip insurance »

⤴ When is the latest I can buy trip insurance?

- U.S. residents can buy trip insurance up to midnight (EST), the day before your departure.
- Residents of Canada and Mexico can buy trip insurance during the flight purchase on aa.com.

⤴ Will I get a confirmation email?

Yes, if you provide your email address then the trip insurance provider will email it to you. If you don't provide your email address the confirmation will be sent via regular mail. Your confirmation will contain your trip insurance details, including a Certificate of Insurance/policy.

If you're a U.S. resident, you can also visit the Allianz Global Assistance site to get your policy. Residents outside the U.S. can contact the insurance provider directly:

- Canada - questions@allianz-assistance.ca
- Mexico - travelprotect@allianz-assistance.com.mx

⤴ What if I didn't receive a confirmation email?

It's possible the confirmation email may be in your SPAM folder, please check for an email from these applicable addresses:

- U.S. - Allianz Global Assistance US customerservice@allianzassistance.com
- Canada - Allianz Global Assistance questions@allianz-assistance.ca

- Mexico - Allianz Global Assistance Mexico travelprotect@allianz-assistance.com.mx

U.S. residents may also visit the Allianz Global Assistance site to get your policy, and non-U.S. residents can contact the insurance provider directly.

⤴ Why isn't my trip insurance purchase displayed in my itinerary?

Trip insurance products are sold by third-party insurance providers, not American, so you'll receive a separate confirmation. All policy documentation will be sent directly to you from the insurance provider.

⤴ Can I change or cancel my insurance policy?

U.S. residents can modify or cancel a policy online by visiting the Allianz Global Assistance site to Manage Your Policy. Non-U.S. residents should contact the applicable trip insurance provider as cancellation policies vary by country of residence. You may incur additional costs for changes to your policy.

[Visit Allianz Global Assistance trip insurance »](#)

⤴ Can I cancel my trip for any reason and receive a full refund?

No. Trip cancellation coverage will only refund prepaid, non-refundable payments if you have to cancel for an unexpected covered reason. Reasons may include sudden covered medical emergencies, death of a family member or traveling companion, certain terrorist acts, being called for jury duty, or bad weather that completely shuts down your common carrier. Please see the Certificate of Insurance/policy for complete details. Terms, conditions, and exclusions apply.

⤴ Is my trip insurance cancelled automatically if I cancel my travel?

No. Please contact the applicable trip insurance provider as soon as possible to make any changes and/or cancellations to your trip insurance.

⤴ Doesn't my credit card or other insurance provide coverage for me while traveling?

In many instances, credit cards and conventional insurance such as auto, homeowners and health do not cover prepaid or added expenses associated with changes, interruptions and cancellations to your travel plans, and filing a claim could increase your premium cost. Most U.S. health insurance benefits are also reduced when traveling out of network, and may not cover the cost for overseas health care. In addition, medical transportation back home could be costly. Trip insurance can help protect your trip costs and can cover many gaps left by other plans. (Certain exclusions, conditions and limitations apply.)

Seats

Learn about different seat options in the Main Cabin »

⤴ Where can I see seat maps for flights?

When you book a flight operated by American, you'll see the seat map after you choose your flights.

⤴ How do I change my seats?

Go to "My trips/check-in" from the homepage and enter your name and record. From there, you can choose seats. If seats are unavailable, check back later or you can change seats when you check in.

⤴ Why couldn't I choose seats when I booked my flights?

If you're unable to choose seats when you book, check back closer to departure or we'll assign you a seat when you check in.

⤴ My flights are confirmed, why can't I reserve my seats?

American Airlines withholds some seats until the day of departure to allow our airport personnel to accommodate passenger needs. If you are unable to reserve a seat at the time of booking, you may get your seat when you check in for your flight.

Seats may become available closer to the day of departure; you can visit aa.com frequently to check the available seats for your flight.

⤴ What happens to my seat if there is a schedule or equipment change?

American makes every effort to reseat passengers in the same seats. When this isn't possible, we'll attempt to seat you in a like seat. We appreciate your cooperation when special circumstances won't allow us to reseat you in your original assigned seat.

⤴ What are Preferred seats?

Preferred seats are standard legroom seats that are more favorably located throughout the Main Cabin.

Preferred seats are complimentary for:

- AAdvantage Executive Platinum, Platinum and Gold members
- AirPass ticket customers when traveling on your AirPass
- **oneworld** Emerald, Sapphire and Ruby members and companions traveling on the same reservation
- Full-fare customers
- Active U.S. military passengers traveling on a military fare
- AAdvantage AAnytime and Business Extra award ticket holders

What is the refund policy for Preferred seats?

Voluntary changes to paid seats are not refundable.

[Learn more about refunds »](#)

Need more help? Contact us.

[Contact Reservations »](#)

You may also like...

[See all FAQs »](#)

[Customer service FAQs »](#)

[Travel information FAQs »](#)

[⬆ Back to top](#)

Help

[Contact American](#)

[Receipts and refunds](#)

About American

[About us](#)


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Extras

[Business programs](#)


[Gift cards !\[\]\(1ed10657a19f9137278430c48fd18626_img.jpg\)](#)

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Earn 30,000 bonus mile

BuyMiles

Short on miles?

AVIS  **Budge**

Up to 35% savings
plus AAdvantage® mile



Exhibit 4

----- Forwarded message -----

From: <donotreplypolicy@allianzassistance.com>

Date: Sun, Mar 20, 2016 at 6:15 PM

Subject: Your Travel Insurance Request (ref:AMR20001735012)

To: K1@whatamidoing.com



March 20, 2016

Dear KRISTIAN ZAMBER,

Thank you for your recent purchase of Allianz Travel Insurance. We are pleased that you have chosen to take us along on your upcoming trip!

For complete details on your insurance coverage, please read the attached Letter of Confirmation and Certificate of Insurance/Policy. Also, do not forget to take your policy card with you on your trip. The card can be found on your Letter of Confirmation.

Also, you are entitled to important assistance benefits. Please review the attached documents for details on how to take advantage of your benefits.

If you prefer, you may also directly contact our [Customer Support Team](#).

Thanks again for choosing Allianz Travel Insurance. We wish you a safe and pleasant trip!

Sincerely,

Allianz Customer Support Team

*This message is generated from an unattended address. Please do not reply to this email. If you would like to contact us, please use the Customer Support Team link above.



Download our free mobile app TravelSmart, and put the power of a global medical advisor right at your fingertips. [Click here](#) to learn more and download.



© 2015 AGA Service Company. We respect your privacy. We never sell your personal information to third parties or use it for any purpose other than as we describe in our privacy policy. For more information, please see our [privacy policy](#).

TRVL_HTML_DEFAULT

Exhibit 5

Allianz 

Global Assistance

KRISTIAN ZAMBER
5166 INDIAN MOUND ST
SARASOTA FL 34232

Thank you for your recent purchase of Allianz Travel Insurance. We are pleased that you have chosen to take us along on your upcoming trip!

This packet of information will help you use your travel insurance policy and includes:

- A summary of assistance services and benefits described below
- Your Letter of Confirmation of insurance benefits
- Your detailed Certificate of Insurance/Policy

Summary of Assistance Services and Benefits

You are entitled to important assistance services and benefits.

Service/Benefit

Concierge

24-Hour Hotline Assistance

To make the most of your assistance services and benefits please:

- Read the detailed Certificate of Insurance/Policy.
- Download the TravelSmart app for a listing of hospitals and clinics for your destination(s) available at both the App Store and Google Play.
- If you require emergency medical care while traveling, please call our office for assistance before engaging any expense.
- Save or photograph all receipts in the event you need to file a claim. Claims may be electronically filed at <http://www.etravelprotection.com/aa>.



Letter of Confirmation

March 20, 2016

KRISTIAN ZAMBER
5166 INDIAN MOUND ST
SARASOTA FL 34232

Dear KRISTIAN ZAMBER,

Thank you for choosing Allianz Global Assistance to protect your travel investment.

Please make sure you read this *Letter of Confirmation*, your enclosed *Policy*, and any other attached documents, including riders or other forms carefully. Because the *Policy* may describe coverage not included in your plan, be sure to look at all of the documents to understand your specific coverage. Contact us immediately if you think there is a mistake in your *Letter of Confirmation*.

We recommend that if you are traveling for your event, you take copies of these documents with you. If you did not receive a *Policy*, or would like another copy, please call 1-800-284-8300.

Information About Your Plan

Name of your plan: Award Trip Protection
Policy identification number: AMR20001735012
Number of people insured: 1
Who it insures: KRISTIAN ZAMBER
Date of purchase: March 20, 2016
Plan effective date: March 21, 2016
Travel dates: April 14, 2016 - April 18, 2016
Total cost for all travelers: \$24.00
Amount paid: \$24.00

Changes to your travel plans may require changes to your coverage. If your plans change please contact Allianz Global Assistance.

Thanks again for purchasing a travel insurance plan from Allianz Global Assistance. Have a safe and pleasant trip!

Please note that your policy does not cover all situations and excludes coverage for existing medical conditions. We encourage you to carefully review your *Policy* to understand your specific coverage.

Sincerely,

Mark Henson
Vice President of Travel Operations



We will refund your insurance premium if you cancel your plan within 10 days of purchase and you haven't started your trip or filed a claim.

Please detach the card to the right, fold, and carry with you.

Global Assistance

Allianz

Name: KRISTIAN ZAMBER
Policy No.: AMR20001735012

Emergency Assistance Card

For emergency assistance during your trip call:

1-800-628-5404 **1-804-281-5700**
(From U.S.) (Outside the U.S.) / (Collect)

For benefit information call:

1-800-628-5404
(From U.S.)

To modify your policy or file a claim, please visit:
<http://www.etravelprotection.com/aa>

9950 Mayland Drive, Richmond, VA 23233

Your plan includes the following coverage, up to the limits shown. Please see your *Policy* for information about how our insurance works.

Benefit	Coverage Limits*
Baggage Delay Coverage	\$500.00
Emergency Medical Transportation	\$50,000.00
Emergency Medical and Dental	\$10,000.00
Trip Cancellation Protection	\$300.00
Travel/Trip Delay Coverage	\$500.00
Trip Interruption Protection	\$1,500.00

*USD per person unless noted otherwise

Please Note

- Your plan does not include Existing Medical Condition Coverage.
- For Emergency Medical and Dental Benefits, a one-time \$50.00 deductible per person applies to outpatient visits.
- There is a \$500 maximum for all covered dental expenses.
- AGA Service Company is the licensed producer and administrator for this plan.
- Insurance coverage is provided under Form No. 101-P-FL-02-101 issued by Jefferson Insurance Company.**

TI_LOC_P_100_016 * TI_101_01_P_FL_V2 * JICPRIVNOT * * * * *

Your Travel Insurance Policy

Allianz Travel Insurance

Individual Travel Insurance Policy

FOR SERVICE, VISIT OR CALL:
www.etravelprotection.com
1-800-284-8300

FOR EMERGENCY ASSISTANCE
DURING YOUR TRIP CALL:

1-800-654-1908
(From U.S.)

1-804-281-5700
(Collect)

Don't forget to
take this document
with you!

Global Assistance

Allianz 

Jefferson
Insurance CompanySM

Allianz Global Assistance and Allianz Travel Insurance branded plans are underwritten by Jefferson Insurance Company. AGA Service Company is the licensed producer for this plan.

Thank you for buying a travel insurance **plan** from **us**!

Your **plan** is described in the following documents:

- This **policy**, which explains how **our** travel insurance works.
- The *letter of confirmation* that came with **your** package, which tells **you** what coverage **your plan** includes and the limits.
- Any other information **you** receive with **your** package, including riders or other forms.

Please make sure you read these documents carefully. This **policy** may describe coverage **your plan** doesn't include. Make sure **you** review carefully **your letter of confirmation**. Contact **us** immediately if **you** don't receive **your letter of confirmation** or if **you** think there is a mistake.

All dollar amounts in these documents are in US dollars.



We can help!

Our assistance team can help **you** with problems 24 hours a day, almost anywhere in the world.

In the United States, Canada, Puerto Rico
and the U.S. Virgin Islands
All other locations, call collect

1-800-654-1908
1-804-281-5700

WHAT'S INSIDE

Section 1: Our agreement with you	3
Section 2: What this policy includes	4
Section 3: What this policy excludes	16
Section 4: Who is covered and when	18
Section 5: Claims information	19
Section 6: Definitions.....	22

SECTION 1: OUR AGREEMENT WITH YOU

Your travel insurance plan (**your plan**) includes both insurance coverage and assistance services.

Throughout this document:

- **we, us** and **our** mean Jefferson Insurance Company and its agents;
- **Jefferson** means Jefferson Insurance Company;
- **you** and **your** mean the people listed on **your letter of confirmation**; and
- all other bolded terms are defined in Section 6, Definitions.

No one has the right to describe this travel insurance any differently than it has been described in this document, or to change or waive any of its provisions.

About this agreement

Please read your policy carefully for full details. This is a legal contract. The entire contract consists of the **policy**, any riders attached to it; and the *letter of confirmation*. **You** have a duty to make all reasonable efforts to minimize any loss.

We have issued the **policy** and any attached riders based on **your** payment of the premium and on the information **you** included in **your** application or other form. The statements **you** made in **your** application or other form are representations and not warranties. **We** may use this information to void insurance, reduce benefits or defend **our** decision about a claim.

The headings in this **policy** are for convenience only.

Satisfaction Guarantee

We will refund **your** insurance premium if **you** cancel **your plan** within 10 days of purchase and **you** haven't started **your trip** or filed a claim.

Signed for Jefferson Insurance Company, 9950 Mayland Drive, Richmond, VA 23233



Mike Nelson, President



Fred Faett, Secretary

SECTION 2: WHAT THIS POLICY INCLUDES

This is a named perils travel insurance **policy**, which means it covers only the specific situations, events and losses included in this document, and only under the conditions **we** describe.

The **plan you** purchased may not include all the coverage described here. Make sure **you** check **your letter of confirmation** to confirm **your** coverage and limits.

Your plan also includes assistance services, which are described in *Help while traveling*.

Coverage	When it applies	Page
	Your trip is canceled or interrupted	5
Trip cancellation	Your trip is canceled before you get started	
Trip interruption	Your trip is interrupted after you've left	
Frequent traveler/ Loyalty program	You have to re-deposit frequent traveler or loyalty program awards	
	You get sick or hurt while traveling	9
Emergency medical/dental	You have to pay for emergency medical or dental care	
Emergency medical transportation	You need emergency medical transportation	
	You're delayed or you miss your flight or cruise	11
Travel delay	Your travel is delayed six hours or more	
Missed connection	You miss your connecting flight or cruise	
	Your baggage is lost, damaged, stolen or delayed	13
Lost, damaged or stolen baggage	Your baggage is lost, damaged or stolen	
Delayed baggage	Your baggage is delayed by a common carrier	
	Other coverage	14
Lost ticket	Your common carrier ticket is lost or stolen	
Change fee	You have to change your airline ticket due to covered reasons	

* Underwritten by Jefferson Insurance Company

How to read Section 2

When it applies Tells **you** when **you're** eligible to make a claim. These situations and events are called **covered reasons**.

What it covers Tells **you** the kinds of things **you** can be reimbursed for. **You'll** find out more in Section 5, *Claims information*.

We can help! Tells **you** about related assistance services that are available to **you** worldwide. **You'll** find a complete list in *Help while traveling*.



Important

Be sure to also read Section 3, *What this policy excludes*, as well as Section 4, *Who is covered and when*, for important information on how **your** coverage works. Travel insurance doesn't cover everything. It's designed to protect **you** when there's a sudden, unexpected problem or event.

YOUR TRIP IS CANCELED OR INTERRUPTED



Important

You need to contact **your travel suppliers** within 72 hours of canceling or interrupting **your trip** to qualify for the largest reimbursement possible. If **you** notify **your** suppliers later and get a smaller **refund**, **we** will not cover the difference. If **you're** seriously ill or injured, contact **your travel suppliers** as soon as **you** can.



We can help!

Need help sending an emergency message or getting flight information? See *Help while traveling*, for a complete list of ways **we** can help.

Trip cancellation and Trip interruption coverage

When it applies **Your trip** is canceled before **you** get started, or interrupted after **you've** left, for one of the following **covered reasons**:

Health

Injury, illness or medical condition

You or a **traveling companion** is seriously ill or injured.

Specific requirements:

- The **injury, illness or medical condition** must be disabling enough to make a reasonable person delay, cancel or interrupt their **trip**.
- A **doctor** must examine **you** or a **traveling companion** and advise **you** or a **traveling companion** to cancel or interrupt **your trip** before **you** cancel or interrupt it. If that isn't possible, a **doctor** must examine **you** within 72 hours of **your** cancellation or interruption.

A **family member** who isn't traveling with **you** is seriously ill or injured.

Specific requirement:

- The **injury, illness or medical condition** must be considered life threatening, require hospitalization, or he or she must require **your** care.

Death

You, a **traveling companion** or **family member** dies.

Specific requirement:

- A **traveling companion's** or **family member's** death must occur before or during **your trip**.

Quarantine

You or a **traveling companion** is quarantined.

Transportation and accommodation

Traffic accident

You or a **traveling companion** is in a traffic **accident** on the way to **your** point of departure, and:

- **you** or the **traveling companion** need medical attention; or
- the car needs to be repaired because it's not safe to drive.

Family or friends can't accommodate you as planned

Family or friends outside the United States can't accommodate **you** as planned because someone in the household has died or been diagnosed with a serious **illness** or **injury**.

Legal

Jury duty or court-ordered appearance

You're summoned by a court order or subpoena to serve on a jury or appear in court.

Environment

Home uninhabitable

Your primary residence is **uninhabitable** because of a **natural disaster**, fire, flood, burglary or vandalism.

Canceled services

Your airline, cruise line, or tour operator or **travel supplier** stops offering all services for at least 24 consecutive hours where **you're** departing, arriving or making a connection because of:

- a **natural disaster**; or
- **severe weather**.

Specific requirement:

- **Your travel supplier** doesn't offer **you** a substitute itinerary.

Politics and violence

Hijacking

You or a **traveling companion** is hijacked.

Terrorism

A **terrorist event** happens at **your** foreign **destination** within 30 days of the day **you're** scheduled to arrive.

Specific requirement:

- For locations outside the United States, **you're** not covered if there's been a **terrorist event** at **your destination** in the 30 days before **your plan's** effective date.

Work

Termination or layoff

You or a **traveling companion** is terminated or laid off from a company after **your plan's** effective date.

Specific requirements: (all must apply)

- The termination or layoff isn't **your** fault; and
- **You** worked for this employer for at least three continuous years.

Military Duty in the U.S. Armed Forces

You or a **traveling companion**, serving in the U.S. Armed Forces, is reassigned, or have personal leave revoked, except because of war, the War Powers Act, base or unit mobilization, unit reassignment or disciplinary action.

Other

Extended travel delay

You miss more than half of the total length of **your trip** because **your** travel is delayed.

Specific requirements: (all must apply)

- **Your plan** must include travel delay coverage; and
- **You** must be delayed for a **covered reason** listed under travel delay coverage.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits in **your plan**.

Trip cancellation coverage*Non-refundable payments and deposits*

Payments and deposits **you** made before **your trip** was canceled, less any published **refunds you're** entitled to receive.

Accommodation

The extra cost of single **accommodation** if **you** prepaid for shared **accommodation** and a **traveling companion** canceled or interrupted their **trip** for a **covered reason** or was delayed for a **covered reason**.

Trip interruption coverage*Prepaid expenses*

The unused part of **your** prepaid expenses, less any **refunds you** receive.

Accommodation

The extra cost of single **accommodation** if **you** prepaid for shared **accommodation** and a **traveling companion** canceled or interrupted their **trip** for a **covered reason** or was delayed for a **covered reason**.

Transportation

Reasonable transportation expenses for getting to:

- **your** final **destination** or a place where **you** can continue **your trip**; or
- **your** original **destination** another way, if **your** travel is delayed for 24 hours or more at the start of **your trip**.

Expenses for the cost of staying longer than you planned

Extra **accommodation** and transportation expenses because a **traveling companion** is hospitalized.

Special limit:

- Maximum of \$100 a day for up to five days.

Frequent traveler/Loyalty program coverage**When it applies**

You have to re-deposit points in **your** frequent traveler or loyalty program because **your trip** is canceled for one of the **covered reasons** listed under trip cancellation coverage.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits.

Redeposit fees

Fees for re-depositing frequent traveler or loyalty program awards into **your** account.

YOU GET SICK OR HURT WHILE TRAVELING**We can help!**

Need help finding a **doctor** or getting emergency cash from home to pay for treatment? See *Help while traveling*, for a complete list of ways **we** can help.

Emergency medical/dental coverage**When it applies**

You have to pay for **emergency medical or dental care** for one of the following **covered reasons**:

- **you** have a sudden, unexpected **illness** or **injury** during **your trip** that's either life threatening or could cause serious and irreparable harm if it isn't treated.
- **you** have an **injury** or infection, a lost filling or a broken tooth during **your trip** that requires immediate treatment by a **dentist**.

Specific requirement:

- The treatment is **medically necessary** and is provided by a **doctor, dentist, hospital or other licensed provider** during **your trip**.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits in **your plan**, including any **deductible** for **outpatient** care that may apply to **your plan**.

Reasonable and customary costs

Reasonable and customary costs for supplies and services from a **doctor, dentist, hospital or other licensed provider**.

**Important**

This is secondary coverage. If **you** have health insurance, **you** must submit **your** claim to that provider first. Any benefits **you** receive from **your** primary insurance provider or from any excess coverage will be deducted from **your** claim.

If **you're** eligible for benefits or compensation through a government-funded program other than Medicaid, **you** don't qualify for this coverage.

Emergency medical transportation coverage

Important

If your emergency is immediate and life threatening, seek local emergency care at once.

Your emergency medical transportation limit is the total amount available for all covered services described below. Please refer to your *letter of confirmation* to confirm that you have this benefit in your plan and your total dollar limit.

You or your representative must contact us and we must make all transportation arrangements in advance. We will not pay for any of the services listed in this section if we didn't authorize and arrange it.

Moving you to a Hospital or medical clinic (emergency medical evacuation)

If you're seriously ill or injured during your trip and our medical team determines that the local medical facilities are unable to provide appropriate medical treatment:

- our medical team will consult with the local doctor;
- we'll identify the closest appropriate facility, make arrangements and pay to transport you to that facility; and
- we'll arrange and pay for a medical escort if we determine one is necessary.

Getting you home after your care (medical repatriation)

If you're seriously ill or injured during your trip, under the care of a local doctor and unable to continue your trip, medical repatriation takes place once our medical team determines that you are medically stable to return home via commercial transportation carrier, such as a scheduled passenger airline. We'll:

- arrange and pay (less any refunds for unused tickets) for you to be transported via a commercial transportation carrier in the same class of service that you were booked for your trip. The transportation will be to one of the following:
 - your primary residence;
 - a location of your choice in the United States; or
 - a medical facility near your primary residence or city of your choice in the United States we'll take your request into consideration as long as the medical facility will accept you as a patient and is approved as medically appropriate for your continued care by our medical director.
- arrange and pay for a medical escort if our medical team determines a medical escort is necessary.

Bringing a friend or family member to you (transport to bedside)

If you're told you will be hospitalized for more than seven days during your trip, we'll transport a friend or family member to stay with you. We'll arrange and pay for round-trip transportation in economy class on a common carrier.

Getting your children home (return of dependents)

If you're told you will be hospitalized for more than seven days during your trip, we'll arrange for and pay (less any refunds for unused tickets) to transport your children under the age of 23 who are traveling with you to one of the following:

- your primary residence; or
- a location of your choice in the United States.

Transportation will be on a common carrier in the same class of service they were originally booked.

Transporting your remains (repatriation of remains)

We'll arrange and pay for the reasonable and necessary services to transport your remains to one of the following:

- a funeral home near your primary residence; or
- a funeral home located in the United States.

We'll also assist the sending and receiving funeral homes coordinate with each other.

This benefit does not include funeral, burial or cremation expenses or related containment expenses for items such as a coffin, urn or vault.

Your representative must contact us in advance to make these arrangements. If this is not possible, your representative must contact us within a reasonable time, but no later than one year after the transportation.

YOU'RE DELAYED OR YOU MISS YOUR FLIGHT OR CRUISE



Important

You need to make reasonable efforts to continue your trip if you're delayed or you miss your flight or cruise. The coverage described here can help. Any refunds you receive from your travel suppliers will be deducted from your claim.



We can help!

Need help rebooking your flight or arranging for alternative transportation? See *Help while traveling*, for a complete list of ways we can help.

Travel delay coverage

When it applies

Your travel is delayed for six or more consecutive hours for one of the following covered reasons:

Strike or common carrier delay

- Your departure is delayed by a common carrier.
- Your departure is delayed by an unannounced strike.

Quarantine

- You are quarantined.

Natural disaster

- There's a **natural disaster**.

Politics, violence or theft

- **Your** passports, money or other travel documents are lost or stolen.
- **Your** travel is delayed by a hijacking.
- **Your** travel is delayed by civil disorder or unrest.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits in **your plan**.

Meals, accommodation and transportation

- Reasonable expenses for additional meals and **accommodation** while **you're** delayed.
- Reasonable additional transportation expenses.

Special limit:

- Maximum of \$150 per person per day, up to the limit shown on **your letter of confirmation**.

Benefits are payable under travel delay coverage or missed connection coverage, not both.

Missed connection coverage**When it applies**

You miss **your** connecting flight or cruise for one of the following **covered reasons**:

- **you're** involved in or delayed by a traffic **accident**;
- **you're** delayed by **severe weather** while en route to the departure; or
- **severe weather** cancels one of **your** flights en route to the connection or cruise, or delays it for at least three hours.

Specific requirements: (all must apply)

- **You** allowed enough time in **your** itinerary to reach **your** flight or cruise on time; and
- **You** aren't able to reach **your** connecting flight or cruise another way.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits in **your plan**.

Prepaid expenses

The unused part of **your** prepaid expenses if **you** miss at least 24 hours of **your trip**, less any **refunds you** receive.

Meals, accommodation and transportation

- Reasonable additional expenses for meals and **accommodation** related to **your** missed connection or cruise.
- Reasonable additional transportation expenses to get to **your** original **destination** or to a place where **you** can continue **your trip**.

Benefits are payable under only one of missed connection coverage or travel delay coverage.

YOUR BAGGAGE IS LOST, DAMAGED, STOLEN OR DELAYED**Important**

Any **refunds you** receive will be deducted from **your** claim.

**We can help!**

Need help contacting local authorities or getting emergency cash from home? See *Help while traveling*, for a complete list of ways **we** can help.

Lost, damaged or stolen baggage coverage**When it applies**

Your baggage is lost, damaged or stolen while **you're** traveling.

Specific requirements: (all must apply)

- **You** take reasonable steps to keep **your baggage** safe and intact, and to recover it; and
- **You** file a report giving a description of the property and its value with the appropriate local authorities, **common carrier**, hotel or tour operator within 24 hours of the loss.

What it covers

Please refer to **your letter of confirmation** to confirm **your** coverage and limits in **your plan**.

Actual price, actual cash value, repair or replacement (whichever is less)

- actual price is the amount it would cost to buy a similar item.
- actual cash value is the amount the item is worth based on its **current market value**. If **you** don't have an original receipt, **we'll** cover up to 75% of its **current market value**.
- repair or replacement is the cost to repair or replace the item.

Special limit:

- Maximum \$500 in total for all jewelry, watches, gems, furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items. **You** need to provide original receipts for these items or they won't be covered.

Delayed baggage coverage

When it applies	A common carrier , hotel or tour operator delays your baggage for 24 hours or more. Specific requirement: <ul style="list-style-type: none"> • You report the loss and file a claim with the common carrier, hotel or tour operator.
What it covers	Please refer to your letter of confirmation to confirm your coverage and limits in your plan . <i>Reasonable essential items</i> Reasonable essential items for you to use until your baggage arrives.

OTHER COVERAGE



Important

Please check **your letter of confirmation** to confirm **your** coverage and limits.

Lost ticket coverage

When it applies	Your common carrier ticket is lost or stolen.
What it covers	Please refer to your letter of confirmation to confirm your coverage and limits. <i>Reissue fees</i> Fees to reissue your common carrier ticket.

Change fee coverage

When it applies	You have to change the dates on your airline ticket for one of the following covered reasons : <ul style="list-style-type: none"> • your trip is canceled or interrupted for a covered reason listed under trip cancellation/trip interruption coverage, except cessation of operations; or • you or a traveling companion are delayed by severe weather on the way to your flight. Specific requirement: <ul style="list-style-type: none"> • If you were delayed by severe weather, you allowed enough time in your itinerary to reach your flight on time.
What it covers	Please refer to your letter of confirmation to confirm your coverage and limits. <i>Change fees</i> Fees to change the dates on your airline ticket.

SECTION 3: WHAT THIS POLICY EXCLUDES

GENERAL EXCLUSIONS

You aren't covered for any loss that results directly or indirectly from any of the following general exclusions.

The following things if they affect **you**, a **traveling companion** or a **family member**, whether the **family member** is traveling with **you** or not:

- **existing medical conditions** (unless **you** have existing medical condition coverage in Section 2);
- intentional self-harm or attempting or committing suicide (only applies to **you**);
- pregnancy, (unless specifically included in Section 2), unless there are unforeseen complications or problems with the pregnancy;
- fertility treatments, childbirth or elective abortion;
- a mental or nervous health disorder (like anxiety, depression, neurosis, psychosis and others), or any related physical complications (physical complication means any physical symptom); or
- the use or abuse of alcohol or drugs, or any related physical complications (physical complication means any physical symptom).

The following activities if **you**, a **traveling companion** or a **family member** participates in them, whether the **family member** is traveling with **you** or not:

- flying or learning to fly an aircraft as a pilot or crew member;
- participating in or training for any professional or amateur sporting competition; or
- participating in extreme, high-risk sports like:
 - skydiving, hang gliding or parachuting;
 - bungee jumping;
 - caving;
 - extreme skiing, heli-skiing or skiing outside marked trails;
 - body contact sports (meaning any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate);
 - mountain climbing or any other high altitude activities; or
 - scuba diving below 120 feet (40 meters) or without a dive master.

The following events:

- any problem or event that could have reasonably been foreseen or expected when **you** purchased **your plan**;
- an **epidemic** or **pandemic**;
- **natural disasters** like hurricanes, earthquakes, fires and floods (unless specifically included in Section 2);
- air, water or other pollution, or the threat of a pollutant release;
- **nuclear reaction**, radiation or radioactive contamination;
- war (declared or undeclared), acts of war, military duty, civil disorder or unrest (unless specifically included in Section 2);

- **terrorist events** (unless specifically included in Section 2);
- **financial default** (unless specifically included in Section 2); or
- **unlawful acts**.

You aren't eligible for reimbursement under any coverage if:

- **your common carrier** tickets don't show departure and return dates; or
- the departure and return dates on **your** application or other form don't represent when **you** actually intended to travel.

SPECIFIC EXCLUSIONS

You aren't covered for any loss that results directly or indirectly from any of the following specific exclusions unless they're included in Section 2, *What this policy includes*.

Lost, damaged or stolen baggage coverage

- intentional loss of or damage to equipment;
- defective materials or workmanship; or
- ordinary wear and tear.

These items aren't covered:

- animals;
- cars and accessories, motorcycles and motors, aircraft, boats and other vehicles;
- bicycles, skis and snowboards (unless they're checked with a **common carrier**);
- eyeglasses, sunglasses and contact lenses;
- hearing aids, artificial teeth and limbs;
- wheelchairs and other mobility devices;
- consumables, medicines, perfumes, cosmetics and perishables;
- tickets, passports, deeds and other documents;
- money, credit cards, securities, bullion, stamps and keys;
- rugs and carpets;
- property for business or trade; and
- **baggage** when it is:
 - shipped as freight ;
 - sent before **your scheduled departure date**;
 - left in or on a car trailer; or
 - left in an unlocked car.

SECTION 4: WHO IS COVERED AND WHEN**WHO IS COVERED BY YOUR PLAN**

Your plan covers the people listed on **your letter of confirmation**.

WHEN YOUR COVERAGE BEGINS AND ENDS

You're only eligible for coverage if **we** accept **your** request for insurance.

Your plan's effective date depends on how **you** purchased it.

if you purchased	it's effective:
in person	the day and time you purchase your plan .
by mail	the day after your application or other form is postmarked.
over the phone	the day after you place your telephone order.
by fax	the day after we receive your fax.
online	the day after we receive your online order.

Trip cancellation coverage begins on **your plan's** effective date, as long as **we** receive **your** premium before **you** cancel **your trip** or make a claim.

All other coverage begins on **your scheduled departure date**, as long as **we've** received **your** payment. **Your** departure and return dates are counted as two separate days of travel when **we** calculate the duration of **your trip**.

Your coverage ends on the earliest of:

- the day **you're** scheduled to return;
- the day **you** actually return, if **you** come back earlier;
- the day and time **you** cancel **your trip**; or
- the 120th day of the **trip**.

If **your** return travel is delayed for a **covered reason**, **we'll** extend **your** coverage until **you** can get home.

Your plan can't be renewed.

SECTION 5: CLAIMS INFORMATION**HOW TO MAKE A CLAIM**

Making a claim is easy – just visit **www.etravelprotection.com**, email or call **us** and **we'll** be happy to help.

Go online to:

- find out what forms and documentation **you** need.
- download a claims form and mail it in.
- file a claim electronically and track its progress.

Email or call to:

- find out what forms and documentation **you** need.
- file a claim and check its progress.

Claims inquiry:

- **Website:** **www.etravelprotection.com**
- **Email:** **claimsinquiry@allianzassistance.com**
- **Telephone:** **1-800-334-7525**

IMPORTANT INFORMATION ABOUT CLAIMS

You have 90 days from the date of **your** loss to submit **your** claim to **us**, except as otherwise provided by law.

Proof of Loss

You are responsible for providing all necessary documentation to prove **your** loss.

Time of Payment of Claims

Benefits payable under the certificate for any loss will be paid immediately upon receipt of due written proof of such loss. All claims shall be paid within 20 days following receipt by **us** of due proof of loss. Failure to pay within such period shall entitle **you** to interest at the rate of 12% per annum from the date of the payment agreement. However, if the tender of payment is conditioned upon the execution of a release, the interest will not begin to accrue until the executed release is provided to **us**.

Assignment

You can assign **your** rights under **your plan** by notifying **us** in writing.

About beneficiaries

All benefits will be paid to **your** estate.

Duplicate coverage

If **you're** covered by another certificate or policy that **we've** issued with the same or similar coverage, **we'll** use the terms and conditions of the certificate or policy that pays the most. **We'll** also **refund** any premium **you've** paid for duplicate coverage.

Medical examinations and autopsy

We have the right to have **you** medically examined as reasonably necessary to make a decision about **your** medical claim. If someone covered by **your plan** dies, **we** may also require an autopsy (except where prohibited by law). **We** will cover the cost of these medical examinations or autopsies.

Recovery

We have the right to recover any amount **you** receive that exceeds the total amount of **your** loss.

Subrogation

When someone is responsible for **your** loss, **we** have the right to recover any payments **we've** made to **you** or someone else in relation to **your** claim, as permitted by law. Everyone eligible to receive payment for a claim submitted to **us** must cooperate with this process, and must refrain from doing anything that would adversely affect **our** rights to recover payment.

About fraud

Fraud is illegal. **We** will deny **your** claim if:

- what **you** told **us** on **your** application or other form is deliberately misleading or inaccurate; or
- **you** intentionally file a claim that includes false information or deliberately conceals material facts. This may be a crime subject to criminal prosecution and civil penalties, and **you** may be liable for the stated value of the claim.

Resolving disputes

If **you** disagree with **our** decision about a claim, **you** can request to go to arbitration through the American Arbitration Association. Upon mutual agreement, **you** can submit a dispute to desk arbitration, as long as:

- **you** submit it at least 60 days, but no more than five years, after **you've** filed **your** entire claim with **us**; and
- it complies with the American Arbitration Association's rules at the time **you** submit it.

Complaints

You may contact **us** at the address or telephone number below for complaint issues or coverage or premium inquiries:

Jefferson Insurance Company
9950 Mayland Drive
Richmond, VA 23233
1-800-284-8300

**Important**

This is a named perils travel insurance **policy**, which means it covers only the specific situations, events and losses included in this document, and only under the conditions **we** describe.

We'll only pay for reasonable, appropriate expenses that are covered by the **plan** **you** purchased. Please check **your letter of confirmation** to confirm **your** coverage and limits in **your plan**.

SECTION 6: DEFINITIONS

Accident	An unexpected and unintended event that causes injury , property damage or both.
Accommodation	A hotel or other kind of lodging where you make a reservation and pay a fee.
Assault	Physical assault that requires treatment in a hospital .
Baggage	Personal property you take on your trip and the suitcases or other kinds of containers you use to carry them.
Common carrier	A company that's licensed to carry passengers on land, water or in the air for a fee, not including car rental companies.
Covered reasons	The specific situations and events that are covered by this policy .
Current market value	The dollar amount an item could reasonably be sold for, based on its original price, age and current condition.
Deductible	The dollar amount you must contribute to the loss.
Dentist	Someone who is licensed and legally entitled to practice dentistry or dental surgery. This can't be you , a traveling companion , any member of either of your immediate family , or any member of the sick or injured person's immediate family .
Destination	A place more than 100 miles from your primary residence where you spend more than 24 hours of your trip .
Doctor	Someone who is legally entitled to practice medicine, and is licensed if required. This can't be you , a traveling companion , any member of either of your immediate family , or any member of the sick or injured person's immediate family .
Emergency medical and/or dental care	Medical and dental services, supplies and charges that are for a health emergency. It doesn't include things like: <ul style="list-style-type: none"> • elective cosmetic surgery or cosmetic foot care; • physical exams; • allergy treatments (unless life threatening); • hearing aids, eyeglasses and contact lenses; • palliative care; or • experimental treatment.
Epidemic	An outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The Centers for Disease Control and Prevention (CDC).

Existing medical condition

An **illness** or **injury** that **you**, a **traveling companion** or **family member** were seeking or receiving treatment for or had symptoms of on the day **you** purchased **your plan**, or at any time in the 120 days before **you** purchased it.

You, a **traveling companion** or **family member** are considered to have an **existing medical condition** if **you**, a **traveling companion** or **family member**:

- saw or were advised to see a **doctor**;
- had symptoms that would cause a prudent person to see a **doctor**; or
- were taking prescribed medication for the condition or the symptoms, unless the condition or symptoms are effectively controlled by the prescription, and the prescription hasn't changed.

Family member

Any of the following people, whether or not they're traveling with **you**:

- spouses;
- parents and step-parents;
- children and step-children (including adopted or soon to be adopted children);
- siblings;
- a person **you've** lived with for at least 12 consecutive months who is 18 years or older;
- grandparents and grandchildren;
- the following in-laws: mother, father, son, daughter, brother, sister;
- aunts, uncles, nieces and nephews;
- legal guardians and wards;
- paid, live-in caregivers; and
- service animals (as defined by the Americans with Disabilities Act).

Immediate family members are:

- spouses;
- parents and step-parents;
- children and step-children (including adopted or soon to be adopted children);
- a person **you've** lived with for at least 12 consecutive months who is 18 years or older;
- siblings; and
- grandparents and grandchildren.

Financial default

A complete cessation of operations because of financial circumstances, with or without filing for bankruptcy protection.

Hospital

A provider that is a short-term, acute, general **hospital** that:

- is a duly licensed institution;
- in return for compensation from its patients, is primarily engaged in providing **inpatient** diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under supervision of physicians;

- has organized departments of medicine and major surgery;
- provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
- is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; d) a place for the provision of hospice care; or e) a place for the treatment of pulmonary tuberculosis

Illness	Sickness, infirmity or disease. It doesn't include conditions you already had or knew about when you purchased your plan (see existing medical condition).
Injury	Physical harm directly caused by an accident or assault , without other contributing causes.
Inpatient	Someone who receives medical or dental treatment while registered as a bed patient in a hospital or other licensed provider . Room and board is charged for the patient's stay, in addition to charges for medical treatment and care.
Medical condition	A physical condition you have, or have symptoms of, that you : <ul style="list-style-type: none"> • have seen or been advised to see a doctor about; • have symptoms of that would cause a prudent person to see a doctor; or • are taking prescribed medication for.
Medical escort	A professional person contracted by our medical team to accompany a seriously ill or injured person while they are being transported. A medical escort is trained to provide medical care to the person being transported. A friend or family member cannot be a medical escort .
Medically necessary	The services or supplies provided by a hospital , physician or other licensed provider that are required to identify or treat your illness or injury and which, as determined by us , are: <ul style="list-style-type: none"> • consistent with the symptom or diagnosis and treatment of your condition, disease, illness, ailment or injury; • appropriate with regard to standards of good medical practice; • not solely for the convenience of you, a physician or other provider; and • the most appropriate supply or level of service that can be safely provided to you. When applied to the care of an inpatient , it further means that your medical symptoms or condition requires that the services cannot be safely provided to you as an outpatient .

Natural disaster	A large-scale extreme weather or environmental event that damages property, disrupts transportation or endangers people. Examples include: earthquake, fire, flood, hurricane, or volcanic eruption.
Other licensed provider	A person or entity that isn't a doctor or hospital but provides medical or dental services, and is licensed where required.
Outpatient	Someone who receives medical or dental treatment but doesn't have to stay at a hospital for overnight care.
Pandemic	An epidemic over a wide geographic area that affects a large portion of the population.
Primary residence	Your permanent, fixed address and primary residence for legal and tax purposes. We call the place your primary residence is located your place of residence.
Quarantine	Mandatory isolation or restrictions on where you can go, intended to stop a contagious disease from spreading.
Reasonable and customary costs	What customers would usually be charged for a specific service in a particular geographic area. The charges are appropriate to the availability of the service, and of skilled and licensed service providers.
Refund	Cash or a credit or voucher for future travel that you get from a travel agent, tour operator, airline, cruise line or other travel supplier , or any credit, recovery or reimbursement you get from your employer, another insurance company, a credit card issuer or any other entity.
Scheduled departure date	The day and time you listed on your application or other form as the day and time you plan to start your trip . You have paid for travel that starts on this date.
Severe weather	Hazardous weather conditions, like fog, a hailstorm or severe rainstorm, a blizzard, or an ice storm.
Terrorist event	When an organized terrorist group, as defined by the U.S. State Department, injures or kills people or damages property to achieve a political, ethnic or religious goal or result. Terrorist events don't include general civil protest, unrest, rioting or acts of war.
Travel supplier	A travel agent, tour operator, airline, cruise line or other travel service provider.
Traveling companion	A person traveling with you whose name appears with yours on the same trip arrangement and who will accompany you on your trip . A group or tour leader is not considered a traveling companion unless you are sharing the same room with the group or tour leader.
Trip	Round-trip or one-way travel to and from a place at least 100 miles from your home. It can't include travel to receive health care or medical treatment of any kind, or commuting to and from work.

Unlawful acts

Felonies committed by **you**, a **traveling companion** or a **family member**, even if the **family member** isn't covered by **your plan**.

Uninhabitable

A **natural disaster**, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other **accommodation** unfit for use.

HELP WHILE TRAVELING

If **you** need help while traveling, **our** assistance team is available 24 hours a day.

Our services are here to help make challenging situations a little easier. With **our** global reach, **we** can get **you** in touch with licensed medical and legal professionals and other kinds of help.

**Important**

Please note that the General exclusions for **your plan** also apply to **our** assistance services. **You'll** find the list of these exclusions in Section 3, *What this policy excludes*.

HOW TO REACH US

In the United States, Canada, Puerto Rico and U.S. Virgin Islands, call **1-800-654-1908**

All other locations, call collect **1-804-281-5700**

If **you** can't call collect, **we'll** call **you** back.

Please have this information ready when **you** call:

- **your** name, location and phone number
- **your** identification number

MEDICAL ASSISTANCE*Finding a doctor, dentist or medical facility*

If **you** need care from a **doctor**, **dentist** or medical facility while **you're** traveling, **we** can help **you** find one.

Paying or guaranteeing your hospital bill

If **you** need to be admitted to a **hospital** as an **inpatient** for longer than 24 hours, **we** can guarantee or advance payments up to the limit of **your emergency medical/dental coverage** (described in Section 2).

Monitoring your care

If **you're** hospitalized, **our** medical staff will stay in contact with **you** and the **doctor** caring for **you**. **We** can also notify **your** family and **your doctor** back home of **your illness** or **injury** and update them on **your** status.

LEGAL ASSISTANCE

Finding a legal advisor

We can help **you** find local legal advice if **you** need it while **you're** traveling.

Arranging a cash transfer

If **you** need to pay legal fees, **we** can arrange to transfer funds from **your** family or friends.

TRAVEL AND DOCUMENT ASSISTANCE

Replacing lost travel tickets

If **your** tickets are lost or stolen, **we** can contact the airline or other **common carrier**, and can help **you** with **your** travel arrangements if **your trip** is interrupted.

Replacing lost passports and other travel documents

If **your** passport or other travel documents are lost or stolen, **we** can help **you** reach the appropriate authorities, contact **your** family or friends, and assist **you** in getting **your** documents replaced.

OTHER ASSISTANCE SERVICES

Getting flight information

If **you** miss **your** flight or it's canceled, **we** can give **you** arrival and departure times for other flights that will get **you** to **your** connecting flight or final **destination**.

Getting emergency cash

If **your** cash is lost or stolen or **you** need extra money to pay for unexpected expenses, **we** can arrange to transfer funds from **your** family or friends.

Delivering emergency messages

We can help **you** get an urgent message to someone back home. **We'll** try calling up to three times within 24 hours and confirm whether **we** were able to reach the person **you** asked **us** to contact.

About our assistance services

Our goal is to help **you** with **your** problem no matter where **you're** traveling.

We'll make all reasonable efforts to help **you** as **we've** described, but there may be times when **we** aren't able to resolve **your** problem for reasons that are beyond **our** control.

We will always do **our** best to refer **you** to appropriate professionals, but please be aware that they are independent providers and **we** can't be held responsible for the results of any services they provide.

CONCIERGE SERVICES

If **you** are in need of assistance 24 hours a day, any day of the year, please call the phone number printed on **your** letter of confirmation, or the hotline at:

1-800-654-1908 when in the U.S., Canada, Puerto Rico and U.S. Virgin Islands
1-804-281-5700 collect

When **you** call, have the following information ready for the hotline coordinator:

- **Your** name and confirmation or identification number; and
- **Your** location and local telephone number.

The hotline coordinator will confirm **your** enrollment and connect **you** with a Concierge associate.

Note: It may not be possible to call collect. If **you** must phone the hotline directly, give **your** location and phone number to the hotline coordinator who will call **you** back.

Our goal is to make **your** travels more enjoyable and hassle free. **Our** Concierge associates can assist **you** with many requests from the routine to the extraordinary. The following are types of services **you** can contact **us** for assistance with:

Entertainment/Event Planning

When **you** are traveling, or planning **your trip**, the following entertainment options are at **your** disposal:

- Restaurant information, referrals and reservations
- Sports event, show and festival information, reservations and ticket purchasing
- Theater and concert event information, reservations and ticket purchasing
- Health Club information, referrals and reservations
- Golf tee times, information, referrals and reservations

Destination Assistance

Get the details on **your** destination from **our** vast experience and database of information.

- Highlights and sightseeing information
- Airport and mass transportation information
- Health and security information
- Local custom and duty information
- Exhibition, show and festival information and ticket purchase
- Museum information
- Shopping information
- Exchange rate information
- Visa and passport information
- ATM location information

Travel Information and Reservations

When **you** need assistance with accommodations, flights or transportation, **we** stand ready to help.

- Hotel and other overnight accommodation information, referrals and reservations
- Flight information and reservations
- Train information and reservations
- Limo and car service information and reservations

Business Services

When traveling on business, **you** will find the business services helpful should unexpected events or important business needs occur.

- Computer rental and referrals and arrangements
- Audio/visual equipment referrals and arrangements
- Translation service referrals and arrangements
- Messenger service referrals and arrangements
- Mobile phone rental referrals and arrangements

Specialty Services

A last minute gift need, an important thank you, or other special event while **you** are traveling can easily be remedied. Some common services include:

- Gift Basket purchase arrangements
- Flower delivery purchase arrangements
- Gift referral and purchase arrangements
- Gourmet food purchase arrangements

All of **our** concierge benefits are service benefits, not financial benefits. Any costs associated with the services are paid by **you**.

We're only a **CLICK** away!

Visit **www.etravelprotection.com**
to:

- File a claim
- Check claim status
- Modify a policy

Global Assistance

Allianz 

TI_101_01_P_FL_V2

PRIVACY POLICY

THIS NOTICE DESCRIBES HOW PERSONAL DATA, AND, WHERE APPLICABLE, MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AGA Inc. and its affiliates (“we/us/our”), including Jefferson Insurance Company and AGA Service Company d/b/a Allianz Global Assistance, are committed to protecting your privacy. By using our products, services or website, you are consenting to our collection and use of your personally identifiable data under this Policy.

Definitions.

1. Personal Data. “Personal Data” means non-public personal information that identifies a specific individual. It doesn’t include data that does not identify a specific individual or data that is encoded, anonymized or aggregated.
2. Sensitive Data. “Sensitive Data” means personal information about an individual’s race or ethnicity; political, religious, ideological or trade union memberships, opinions, views or activities; medical conditions or other protected health information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or administrative or criminal proceedings that are treated outside pending proceedings. In addition, Sensitive Data includes information we receive from a third party who treats and identifies the information as sensitive.
3. Agent. “Agent” means any third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.

Privacy Practices. We strive to comply with the laws of the countries in which we do business regarding the protection of your Personal Data, including the EU Directive on Data Protection. In an effort to comply with such laws, we have joined the U.S. Department of Commerce's EU Safe Harbor and Swiss Safe Harbor programs (collectively, “Safe Harbor”), and we adhere to the below principles for handling your Personal Data. To learn more about the Safe Harbor program, and to view our certification, please visit <http://www.export.gov/safeharbor/>.

1. Notice: We collect Personal Data from you as stated in this notice, including information: (i) from forms, such as application or claim forms; or by telephone, website, email or correspondence; (ii) to complete your transaction with us (e.g. to underwrite coverage or process claims); (iii) regarding your transactions with us or others; (iv) we receive from a consumer reporting agency; or (v) you provide to us or have authorized others to provide to us or for us to collect from others.

We may use the Personal Data we have collected: (i) to offer, solicit, sell, or otherwise make available to you insurance and assistance products and services; (ii) to provide you with information or services for such products and services; (iii) to administer your insurance and assistance products and services for you, including but not limited to providing travel-related or concierge services, adjudicating claims, conducting quality/satisfaction assessments, and fraud prevention; or (iv) for purposes to which you’ve otherwise consented. This may in some cases include disclosing your Personal Data to Agents, but only for the purposes described in this notice, or for everyday business purposes or as required or permitted by law (such as to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus). These Agents may be affiliated or nonaffiliated and may include financial services providers (e.g. underwriting insurers) and non-financial companies (e.g. medical service providers, travel service providers, service providers assisting us with our marketing).

For circumstances in which we are subject to HIPAA, we are required to provide you with notice of our duties and practices with respect to PHI. Under HIPAA, we may use and disclose your PHI for one or more of the following purposes:

- (1) monitoring the health care treatment you receive (e.g. we may send or receive PHI to/from a doctor regarding your diagnosis and treatment so we can ensure that you are being treated in a medically-appropriate facility);
- (2) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (3) to help run our organization (e.g. we may use your PHI to conduct quality assessments of the services we have provided to you—however, note that we are prohibited from using or disclosing PHI that is genetic information about you for underwriting purposes); or
- (4) for other purposes as required to administer your insurance and/or assistance product (e.g. we may use PHI to adjudicate a claim made under an insurance policy).

We may also in some specific cases need to use or disclose your PHI for one or more of the following purposes:

- (1) for public health and safety issues;
- (2) to comply with legal or regulatory requirements;
- (3) to address or comply with workers' compensation, law enforcement, or other governmental mandates or requests; or
- (4) to respond to lawsuits or legal actions.

In cases where we are subject to HIPAA, uses and disclosures of your PHI not described above will be made only with your express authorization.

When you access our website, we collect your IP address and other data about your web usage. We may use cookies (text files on your computer) to do so. We also use Google, Inc.'s Google Analytics and AdWords services and other similar third party vendor services, which use cookies to transmit your IP address and other website usage data and browser-generated information. These vendors store and aggregate this data to analyze such usage and create reports for us. We, our affiliates and our Agents use such data and such reports for our own business purposes (e.g. optimization of the content you see from us, website improvement, other purposes stated in this notice, etc.) and Payment Card Industry Data Security Standard compliance. These vendors also display our ads on sites across the Internet, and they may use this data to later display ads to you based on your usage of our website. By using our website, you are consenting to this use of cookies and usage data for these purposes. You can refuse cookies by disabling them in your browser.

Finally, we may use and disclose your name, email address, or contact information for marketing administration purposes (e.g. we may need to disclose your email address to an Agent providing marketing services on our behalf to help ensure that your opt-out choices are respected and that you do not receive duplicate communications).

If we collect your Personal Data for any reason other than as stated in this notice, we'll notify you before using or disclosing that data, stating our purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit the use and disclosure of the data. If we receive Personal Data from any entity in the EU, we'll use that data according to the instructions such entity gives us regarding notices it provided and the choices made by the individuals to whom such data relates.

2. Choice. Federal and some states' laws allow you the right to choose in some cases opt out of us sharing your Personal Data—you may exercise this right by notifying us as provided below. However, except as required or authorized by law (e.g. for fraud prevention), we do not share, sell or otherwise disclose your Personal Data to non-Agent third parties or use it for any purpose other than for which it was originally collected or as you subsequently authorize). However, if ever we wish to do so, we will offer you the opportunity to opt out of this

use by sending an appropriately detailed request to the address provided below. In the event that we wish to disclose your Sensitive Data to a non-Agent third party or use such data for a purpose other than for which it was originally collected or as you subsequently authorize, we will provide you the affirmative, explicit choice of whether you wish to permit such disclosure ("opt-in").

Except as authorized by law, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes, or use or disclose your PHI in a way that would constitute a sale of PHI under HIPAA unless you expressly authorize us to do so. You may revoke this authorization at any time, except that such revocation will not be effective as to actions we have already taken in reliance on that authorization. You may request restrictions on our use and disclosure of certain health information for treatment, payment, or our operations. However, we are not required to agree to your request, except as otherwise required by HIPAA.

You may opt out of receiving non-essential communications from us by notifying us as provided below and disabling cookies in your web browser as described above.

Though we make every effort to preserve your privacy, we may need to disclose Personal Data or Sensitive Data if we have a good-faith belief that it is necessary to protect or defend our or your rights, interests or property; comply with any applicable law, regulation, judicial rule or order, or other mandate; or other such purposes as required or authorized by law. In any such case, we will take reasonable care to disclose only as much Personal Data as is necessary.

3. Onward Transfer. We may disclose your Personal Data to our Agents, but only for the purposes described in this notice. We will take reasonable steps to obtain assurances from our Agents that they will safeguard your Personal Data consistent with this Policy. Upon discovery, we will take reasonable steps to stop the Agent from using or disclosing Personal Data that is contrary to this Policy.
4. Security. We take reasonable precautions to protect your data from loss, misuse, or unauthorized access, disclosure, alteration and destruction. To help maintain the security of your data, we employ physical, electronic and procedural safeguards, including utilizing policies to take reasonable precautions to (a) securely and confidentially maintain your Personal Data; (b) assess and protect against threats/hazards to the security or integrity of such data; and (c) prevent unauthorized access to or use of such data. Additionally, except where required or permitted by law, we limit use of your Personal Data to the minimum necessary to accomplish the purposes for which that data was collected and to be used as described in this notice, and we restrict access to your Personal Data to only those who need to access that data to accomplish those purposes. To make your online transaction with us as safe and secure as possible, we use advanced encryption technology and treat your credit card information with the highest standard of confidentiality and safety. We are required by law to maintain the privacy and security of your PHI. In the unlikely event of a "breach" as defined under HIPAA of your unsecured PHI, we are required by law to provide you with notification of that breach.
5. Data Integrity. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete and current.
6. Access. If you discover that the data we hold about you is inaccurate or incomplete, please let us know by contacting us as indicated below. We will grant you reasonable access to the Personal Data we hold about you and will take reasonable steps to allow you to correct, amend or delete your Personal Data that you show to be inaccurate or incomplete, so long as it can be done without imposing an undue burden or expense on us.

Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. Subject to HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you, and receive an accounting of certain disclosures of your PHI (e.g. health payment records), in accordance with and as permitted by HIPAA.

7. **Enforcement.** We verify our compliance with the Safe Harbor and the terms of this Policy by conducting a periodic self-assessment. Any complaint or dispute about how we handle your Personal Data should be directed to the address provided below. Additionally, complaints about how we handle your PHI may be directed to us or to the U.S. Secretary of Health and Human Services. We will investigate and attempt to resolve any such complaints or disputes internally; however, if we are unable to reach a mutually satisfactory resolution for such complaint or dispute, we have agreed to participate in the dispute resolution procedures administered by the European data protection authorities' Safe Harbor dispute panel. You will not be retaliated against for filing a complaint.

Links. Our websites may provide links to non-affiliated third party websites. Be aware when visiting such websites that we are not responsible for and make no representations regarding the content, privacy policies and practices (security or otherwise) regarding these or any other third party websites. You should read the policies of the websites you visit to understand their policies for the collection and treatment of data.

Changes to Policy. This Policy reflects our business practices and is not a contract. However, we are required to and will abide by the terms of this Policy as currently in effect. We may amend this Policy at any time and will notify you of any updates by posting a revised policy on our website. The revised policy will apply to all information collected by us, including previously collected information to the extent permissible under the Safe Harbor. Your continued use of our website, products or services following any such amendment shall constitute acceptance of the revised policy. You are responsible to regularly review this Policy. You have the right to a paper copy of this Policy upon request.

Contact. If you have any questions or comments regarding this Policy or the way that we collect or handle your Personal Data, or if you would like to obtain a paper copy of this Policy, or if you wish to opt out as described above, please contact our Chief Privacy Officer by e-mail at privacy@allianzassistance.com; or by telephone at 1-800-284-8300; or by regular mail at the following address: Allianz Global Assistance, ATTN: Chief Privacy Officer, 9950 Mayland Drive, Richmond, VA 23233.

Effective Date. This Policy was last revised on, and is effective as of, July 7, 2015.

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JICPRIVNOT (Ed. 07-15)

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.**

FOR OFFICE USE ONLY
RECEIPT #

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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: