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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ERIN GOLDSMITH, an individual;
ISABEL C. OSSA, an individual, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

vs.

ALTERRA MOUNTAIN COMPANY;
IKON PASS, INC.; ARCH INSURANCE
COMPANY; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 2:20-CV-05722

**DEFENDANT ARCH INSURANCE
COMPANY'S NOTICE OF REMOVAL
OF ACTION (CAFA JURISDICTION)**

Removed from Superior Court of the State
of California for the County of Los Angeles

State Case No.: 20STCV17165

Complaint Filed: May 1, 2020

Filed concurrently with:

- (i) Declaration of Erik K. Swanholt;
- (ii) Civil Case Coversheet; and
- (iii) Certification/Notice of
Interested Parties

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION:**

PLEASE TAKE NOTICE that Defendant Arch Insurance Company (“Arch”), pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, as amended by the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 118 Stat. 4 (“CAFA”), hereby invokes this Court’s jurisdiction and removes the above-captioned case, pending in the Superior Court of the State of California, for the County of Los Angeles (the “State Court”), Case No. 20STCV17165, and all claims and causes of action alleged therein, to the United States District Court for the Central District of California, Western Division. The grounds for removal are as follows:

I. STATE COURT ACTION

Plaintiff Erin Goldsmith commenced this action on or about May 1, 2020 by filing a Complaint (the “Complaint”) entitled “*Erin Goldsmith, an individual; on behalf of himself [sic] and all others similarly situated v. Alterra Mountain Company et al.*,” in the State Court. The Complaint alleges breach of contract, breach of express warranty, unjust enrichment, violation of the California Consumer Legal Remedies Act and Unfair Competition Law, and (as against Arch) a claim for declaratory relief. A true and correct copy of the Complaint, with the exhibit thereto, is attached to the accompanying declaration of Erik K. Swanholt (“Swanholt Decl.”) as Exhibit A, and is incorporated herein by reference.

Arch was not served with the Complaint. Swanholt Decl. ¶ 2.

On May 19, 2020, a First Amended Complaint (the “Amended Complaint”) was filed, in which a second plaintiff (Isabel C. Ossa) was named and two additional claims were alleged against Arch: breach of insurance policy, and breach of the implied covenant of good faith and fair dealing. A true and correct copy of the Amended Complaint, with the exhibit thereto and the Summons, is attached to the Swanholt Decl. as Exhibit B, and is incorporated herein by reference.

Plaintiffs have brought this action as a class action “on behalf of themselves, and on behalf of all others similarly situated,” and as members of two purported classes, defined as follows: “**Class #1:** All California residents who purchased ski passes for 2019-2020 ski

season from Defendants Alterra Mountain Company and/or Ikon Pass, Inc. **Class #2:** All California residents who purchased travel insurance issued by Defendant Arch Insurance Company, and who made a claim for loss related to Coronavirus crisis.” Amended Complaint (Swanholt Decl. Ex. B) ¶ 20.

Arch received the Amended Complaint and Summons on May 27, 2020. Swanholt Decl. ¶ 4.

No motion currently is pending in the State Court. Swanholt Decl. ¶ 5.

II. TIMELINESS

Because Arch was served with the Amended Complaint on May 27, 2020, Arch’s deadline to file a notice of removal is June 26, 2020. Accordingly, this Notice is timely. *See* 28 U.S.C. § 1446(b).

III. VENUE

Pursuant to 28 U.S.C. § 1441(a), venue for removal lies in the United States District Court for the Central District of California, because Plaintiffs originally filed the Complaint within this district. State Court actions from Los Angeles County are in the first instance removed to the Western Division.

IV. NOTICE

Concurrently with this filing, and pursuant to 28 U.S.C. § 1446(d), Arch (a) is filing with the Clerk of the State Court a Notice of Removal to Federal Court, together with this Notice and supporting documents, and (b) is serving copies of the Notice of Removal to Federal Court, together with this Notice of Removal, on Plaintiffs. Swanholt Decl. ¶¶ 6-7.

V. ALL DEFENDANTS CONSENT TO REMOVAL, ALTHOUGH THEIR CONSENT IS NOT NECESSARY UNDER CAFA

Any one defendant may remove an action under CAFA, regardless of whether the other defendants consent to the removal. *See* 28 U.S.C. §§ 1332(d)(2), 1453(b).

Moreover, Arch has ascertained that the two non-Arch defendants, Alterra Mountain Company and Ikon Pass, Inc. (together, “Alterra”), do consent to removal. Swanholt Decl. ¶ 8.

1 **VI. REMOVAL IS PROPER UNDER CAFA**

2 This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), as
3 amended by CAFA, because the matter in controversy as alleged in the Amended Complaint
4 exceeds the sum or value of \$5,000,000, exclusive of interests and costs, and the case is a class
5 action in which (i) at least one member of the alleged class of plaintiffs is a citizen of a state
6 different from at least one defendant, and (ii) the proposed class includes at least 100 members.
7 28 U.S.C. §1332(d)(2)(A) and (C); 18 U.S.C. § 1332(d)(5); Swanholt Decl. ¶ 10 and Ex. B ¶¶
8 4-5.

9 **A. THE COMPLAINT ASSERTS A CLASS ACTION**

10 A removable class action includes “any civil action filed under Rule 23 of the Federal
11 Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an
12 action to be brought under one or more representative persons as a class action.” 28 U.S.C.
13 § 1332(d)(1)(B). Plaintiffs allege their claims as class claims pursuant to California Code of
14 Civil Procedure section 382. Swanholt Decl. Ex. B ¶¶ 20-28. This provision of the California
15 Code of Civil Procedure establishes requirements similar to those of Federal Rule of Civil
16 Procedure 23(a), including, among other things, criteria regarding numerosity of class
17 members, commonality of questions of law and fact, typicality of class claims and defenses,
18 predominance of common questions, and adequacy of protection of the interests of the class
19 by the class representatives. Therefore, the Amended Complaint purports to allege a
20 removable class action pursuant to 28 U.S.C. § 1332(d).

21 **B. THE CITIZENSHIP OF THE PARTIES IS MINIMALLY DIVERSE**

22 The parties to a class action need only be minimally diverse, such that the citizenship
23 of only one member of the putative class must be diverse from the citizenship of only one
24 defendant. 28 U.S.C. § 1332(d)(2)(A).

25 Plaintiffs brought this action in the County of Los Angeles, California, and assert that
26 they each resided in the state of California during the relevant time period. Swanholt Decl.
27 Ex. B ¶¶ 4-5. On that basis, Arch is informed and believes that Plaintiffs are now, and were
28 ///

1 at the time the action was commenced, citizens of the State of California within the meaning
2 of 28 U.S.C. § 1332(d)(2).

3 Arch is a Missouri corporation with its principal place of business and headquarters in
4 Jersey City, New Jersey. Swanholt Decl. ¶ 9. Accordingly, for purposes of determining
5 diversity of citizenship, Arch is a citizen of Missouri and New Jersey. 28 U.S.C.
6 § 1332(c)(1) (for purposes of diversity of citizenship, a corporation is a citizen of every state
7 or foreign country in which it is incorporated and has its principal place of business).

8 Therefore, the citizenship of Plaintiffs is different from that of Arch, and the requisite
9 diversity exists.

10 **C. THE PROPOSED CLASS CONTAINS AT LEAST 100 MEMBERS**

11 As stated above, the purported classes, as alleged by Plaintiffs in Paragraph 20 of their
12 Amended Complaint, include all California residents who purchased ski passes for 2019-2020
13 ski season from Alterra (Class #1), and who purchased travel insurance issued by Arch and
14 made a claim thereunder for loss related to the coronavirus crisis (Class #2). Swanholt Decl.
15 Ex. B ¶ 20.

16 Plaintiffs further allege that the “Members of the Class[es] are so numerous that their
17 individual joinder is impracticable” (Swanholt Decl. Ex. B ¶ 23), and that Class #2 alone
18 consists of “thousands of Californians . . . [who] purchased travel insurance from [Arch] to
19 protect them from losses if their travel plans were cancelled or interrupted” (*id.* ¶ 14). Indeed,
20 a preliminary review of policy data indicates that there were 8,236 California residents who
21 purchased both the Alterra ski pass and related Arch travel insurance for the 2019-20 ski
22 season. Swanholt Decl. ¶ 10. The proposed class thus meets the jurisdictional threshold of at
23 least 100 members pursuant to 28 U.S.C. § 1332(d)(5).

24 **D. THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000**

25 To meet the amount in controversy requirement for removal of a class action under
26 28 U.S.C. § 1332(d)(2), Arch need only set forth a plausible allegation indicating that the
27 amount in controversy exceeds \$5,000,000. *Dart Cherokee Basin Operating Co., LLC v. Owens*,
28 574 U.S. 81, 135 S. Ct. 547, 551, 554 (2014) (“[as] supplied by the removal statute itself [a]

statement ‘short and plain’ need not contain evidentiary submissions”; “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold”); *Letuligasenoa v. Int’l Paper Co.*, Case No. 5:13-CV-05272-EJD, 2014 WL 2115246, at *3 (N.D. Cal. May 20, 2014) (when the complaint is silent as to the amount in controversy, the court must analyze the scope of the allegations in the complaint to determine if the amount in controversy threshold is satisfied).

Plaintiffs do not allege a specific amount in controversy in their Amended Complaint, and Arch vigorously disputes their allegations of wrongdoing and their claim that it is liable for any of the damages they allege. However, for the purpose of removal to this Court, the amount in controversy clearly exceeds \$5,000,000, based on Plaintiffs’ claims.

In essence, Plaintiffs allege that defendants are obligated to make them whole, via refunds from Alterra and insurance claim payments from Arch, because the coronavirus crisis caused their ski seasons to be cut short. Swanholt Decl. Ex. B ¶¶ 16-19. Plaintiffs seek compensatory, special, consequential, and punitive damages, restitution, and attorneys’ fees, in addition to injunctive and declaratory relief. *Id.* at Prayer for Relief. As explained below, based on Plaintiffs’ allegations, these demands add up to a purported damages amount in excess of the requisite threshold:

1. ESTIMATE OF ALLEGED COMPENSATORY DAMAGES

Plaintiffs allege that they purchased their Alterra ski passes for \$649 (Goldsmith) and \$619 (Ossa). As noted above, a preliminary review of policy data indicates that 8,236 California residents purchased both an Alterra ski pass and Arch travel insurance. Swanholt Decl. ¶ 10. Thus, even using the smaller purchase price, and even assuming that there is nobody in Class #1 who chose not to purchase ski pass insurance from Arch, Plaintiffs’ allegations put at issue at least \$5,098,084 in compensatory damages.

2. PUNITIVE DAMAGES

Plaintiffs seek an unspecified amount in punitive damages from Arch as part of their cause of action for breach of the implied covenant of good faith and fair dealing. Swanholt Decl. Ex. B ¶ 62. “In general, claims for punitive damages are considered in determining

the amount in controversy, as long as punitive damages are available under the applicable law.” *Molnar v. 1-800-Flowers.com, Inc.*, No. CV 08-0542 CAS (JCx), 2009 WL 481618, at *5 (C.D. Cal. Feb. 23, 2009). Under California state law, punitive damages may be available for a plaintiff who is able to show by clear and convincing evidence oppression, fraud, or malice on the part of the defendant. Cal. Civ. C. § 3294(a).

3. ATTORNEYS’ FEES

Plaintiffs’ demand for class-wide attorneys’ fees is properly included in the amount in controversy calculation for class action removal purposes under 28 U.S.C. § 1332(d)(2). *Lowdermilk v. U.S. Bank Nat’l Ass’n*, 479 F.3d 994, 1000 (9th Cir. 2007) (overruled on other grounds) (attorneys’ fees are properly considered for the amount in controversy when they are authorized by the underlying statute); *see also Gibson v. Chrysler Corp.*, 261 F.3d 927, 942 (9th Cir. 2001) (attorneys’ fees are considered on a class-wide basis as opposed to solely named plaintiffs). Courts estimating the amount of attorneys’ fees in alleged class actions for purposes of removal have found a 25% estimate to be reasonable. *See, e.g., Cortez v. United Nat. Foods, Inc.*, No. 18-CV-04603-BLF, 2019 WL 955001, at * 7 (N.D. Cal. Feb. 27, 2019); *Ramos v. Schenker, Inc.*, No. 5:18-CV-01551-JLS-KK, 2018 WL 5779978, at *3 (C.D. Cal. Nov. 1, 2018) (“In this Court’s experience, ‘when including attorneys’ fees within the amount-in-controversy for jurisdictional purposes, courts in this circuit consistently use the 25% benchmark rate”); *Garnett v. ADT LLC*, 74 F. Supp. 3d 1332, 1338 (E.D. Cal. 2015) (“The court must nonetheless do its best to estimate attorneys’ fees, and in light of these cases, the court finds that defendant’s fee estimation of 25 percent of recovery is a reasonable one”).

In sum, based on the foregoing, it is a plausible conclusion from Plaintiffs’ allegations that they seek compensatory damages in excess of \$5,000,000 – without considering the demand for punitive damages or attorneys’ fees that might increase that amount – and that, therefore, the amount in controversy described in the Amended Complaint not only meets but far exceeds the jurisdictional threshold for the removal of a class action to this Court under CAFA. *See* 28 U.S.C. § 1332(d); *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 401 (9th

1 Cir. 2010), *quoting Spivey v. Vertrue, Inc.*, 528 F.3d 982, 986 (7th Cir. 2008) (“once the
2 proponent of federal jurisdiction has explained plausibly how the stakes exceed the \$5
3 million . . . then the case belongs in federal court unless it is legally impossible for the
4 plaintiff to recover that much”).

5 **VII. CONCLUSION**

6 As set forth above, this Court has original jurisdiction over the action under CAFA and
7 pursuant to 28 U.S.C. § 1332(d), and the entire action therefore may be removed to this Court
8 pursuant to 28 U.S.C. § 1441.
9

10 WHEREFORE, Arch prays that this action be removed from the Superior Court for
11 the State of California, County of Los Angeles, to the United States District Court for the
12 Central District of California, and for such further relief as may be just and proper.

13 This Notice of Removal is filed subject to and with full reservation of rights including
14 but not limited to defenses and objections to venue, improper service of process, and personal
15 jurisdiction. No admission of fact, law or liability is intended by this Notice of Removal, and
16 all defenses, motions, and pleas are expressly reserved.
17

18 DATED: June 26, 2020

FOLEY & LARDNER LLP
Erik K. Swanholt
Jessica N. Walker

21
22 /S/ Erik K. Swanholt
Erik K. Swanholt
Attorneys for
23 Defendant ARCH
24 INSURANCE
25 COMPANY
26
27
28

EXHIBIT A

FILED
Superior Court of California
County of Los Angeles

MAY 01 2020

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERIN GOLDSMITH, an individual; on
behalf of himself and all others similarly
situated,

Plaintiffs,

v.

ALTERRA MOUNTAIN COMPANY;
IKON PASS, INC.; ARCH INSURANCE
COMPANY; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **20STCV17165**

CLASS ACTION COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) BREACH OF EXPRESS WARRANTY;
- (3) UNJUST ENRICHMENT;
- (4) VIOLATION OF CONSUMER LEGAL REMEDIES ACT;
- (5) UNFAIR BUSINESS PRACTICES;
and
- (6) DECLARATORY RELIEF.

JURY TRIAL DEMANDED

1 Plaintiff Erin Goldsmith ("Plaintiff") brings this action against Defendants Alterra
 2 Mountain Company, Ikon Pass, Inc., Arch Insurance Company and Does 1 through 10
 3 (collectively "Defendants"), and alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action against Defendants Alterra Mountain Company, Ikon Pass,
 6 Inc. and Arch Insurance Company ("Defendants"), arising out ski resort passes Plaintiff and Class
 7 members purchased, and could not use for a substantial portion of the ski season because of the
 8 Coronavirus crisis. As set forth herein, Defendants refused to cover Plaintiff and Class members'
 9 losses, and have breached their contracts and been unjustly enriched.

10 2. Plaintiff seeks for herself and the Class restitution, damages, and/or injunctive
 11 relief preventing Defendants' unfair practices from continuing. Plaintiff seeks to represent the
 12 following Classes:

13 **Class #1:** All California residents who purchased ski passes for 2019-
 14 2020 ski season from Defendant Alterra Mountain Company and/or Ikon
 15 Pass, Inc.

16 **Class #2:** All California residents who purchased travel insurance issued
 17 by Defendant Arch Insurance Company, and who made a claim for loss
 18 related to Coronavirus crisis.

19 **JURISDICTION AND VENUE**

20 3. This Court has jurisdiction over the entire action by virtue of the fact that this is a
 21 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
 22 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
 23 place in the State of California. Venue is proper because this is a class action, the acts and/or
 24 omissions complained of took place, in whole or in part within the venue of this Court, one or
 25 more Defendants reside within the venue of this Court, and/or the contract was entered into or
 26 performance was due within the venue of this Court.

PARTIES

4. Plaintiff Erin Goldsmith, was, at all relevant times, an individual and resident of Los Angeles, California.

5. Defendant Alterra Mountain Company (“Alterra”) is a ski resort company, with its principal place of business in Denver, Colorado

6. Defendant Ikon Pass, Inc. (“Ikon”) is a Colorado corporation, with its principal place of business in Denver, Colorado, a wholly owned subsidiary of Alterra, and sells ski passes entitling purchasers access to ski resorts and other benefits.

7. Defendant Arch Insurance Company is an insurer authorized to transact, and actually transacting, the business of insurance in California.

8. Plaintiff is currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will seek leave to amend this complaint to allege the true names and capacities of said fictitiously named defendants when their true names and capacities have been ascertained. Plaintiff is informed and believe and thereon alleges that each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

9. Plaintiff is informed and believes and thereon alleges that all defendants, including the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge, consent authorization and ratification of their co-defendants; however, each of these allegations are deemed “alternative” theories whenever not doing so would result in a contradiction with other allegations.

FACTS COMMON TO ALL CAUSES OF ACTION

10. Defendant Alterra owns ski resorts throughout the United States, including California. Defendant Ikon sells ski passes for access to ski resorts in the United States, including California, and other benefits (the "Ski Pass"). The benefits of the ski pass are intended to last through the ski season.

11. Defendant Arch Insurance Company sells travel insurance, intended to cover losses of a person's travel plans are cancelled or interrupted.

12. Plaintiff and many other California skiers purchased the Ski Pass for the 2019-2020 ski season. Defendants represented that Plaintiff would have ski passes for the entire 2019-2020 ski season, that they would provide "unlimited access" to specified resorts.

13. Plaintiff and thousands of Californians also purchased travel insurance from Defendant Arch Insurance to protect them from losses if their travel plans were cancelled or interrupted. (Plaintiff is informed and believes and on that basis alleges that a true and correct copy of the travel insurance policy Plaintiff purchased is attached hereto as Exhibit 1.)

14. Plaintiff was referred to Defendant Arch Insurance to purchase travel insurance by Defendants Alterra Mountain Company and Ikon Pass, Inc.

15. In March 2020, the coronavirus crisis emerged in the United States. In mid-march, ski resorts covered by the Ski Pass closed early. On March 19, 2020, the Governor of California issued a stay at home order, or quarantine order, for all Californians in order to slow the spread of the coronavirus. This was well before the close of ski season, which lasts until April or May at some resorts, and June or July at others.

16. The travel insurance Plaintiff and other class members purchased from Defendant Arch Insurance Company provided coverage if Plaintiff or class members' trip was cancelled including for, among other reasons, quarantine.

17. Plaintiff demanded a refund from Defendants Alterra Mountain Company and/or Ikon Pass, Inc., but they have failed to provide an appropriate refund.

18. Plaintiff made a claim to Defendant Arch Insurance, claim number TVLC75361020, for insurance benefits because of Plaintiff's losses associated with the

1 cancellation or interruption of travel plans. Plaintiff is informed and believes, and on that basis
 2 alleges, that Defendant Arch Insurance is not paying California residents for cancellation or
 3 interruption of travel plans because of the Coronavirus, and contends such a claim is not covered
 4 under its policy. Defendant Arch Insurance Company has not paid Plaintiff's claim.

5 CLASS ALLEGATIONS

6 19. Plaintiff brings this action on behalf of himself, and on behalf of all others
 7 similarly situated, and as a member of the Classes defined as follows:

8 **Class #1:** All California residents who purchased ski passes for 2019-
 9 2020 ski season from Defendants Alterra Mountain Company and/or Ikon
 10 Pass, Inc.

11 **Class #2:** All California residents who purchased travel insurance issued
 12 by Defendant Arch Insurance Company, and who made a claim for loss
 13 related to Coronavirus crisis.

14 20. Plaintiff reserves the right to amend or otherwise alter the class definitions
 15 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
 16 to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

17 21. This action has been brought and may be properly maintained as a class action
 18 pursuant to California Code of Civil Procedure § 382 and other applicable laws.

19 22. **Numerosity of the Class:** Members of the Class are so numerous that their
 20 individual joinder is impracticable. The precise number of Class members of each class and their
 21 addresses are known to Plaintiff or will be known to Plaintiff through discovery. Class members
 22 may be notified of the pendency of this action by mail, electronic mail, the Internet, or published
 23 notice.

24 23. **Existence of Predominance of Common Questions of Fact and Law:** Common
 25 questions of law and fact exist as to all members of the Class. These questions predominate over
 26 any questions affecting only individual Class members. These common legal and factual
 27 questions include:
 28

- a. Whether Defendants violated the CLRA;
- b. Whether Defendants' violated Business and Professions Code §17500;
- c. Whether Defendants' conduct in constitutes false advertising in violation of Business and Professions Code §17500;
- d. Whether Defendants' conduct constitutes an unlawful business practice in violation of Business and Professions Code §17200;
- e. Whether Defendants' conduct constitutes a fraudulent business practice in violation of Business and Professions Code §17200;
- f. Whether Defendants' conduct constitutes an unfair business practice in violation of Business and Professions Code §17200.
- g. Whether the losses suffered by Plaintiff and Class related to the Coronavirus is covered under Defendant Arch Insurance' travel policy;
- h. The nature and extent of class-wide injury and the measure of damages for the injury.

24. **Typicality:** Plaintiff's claims are typical of the claims of the members of the classes he represents because Plaintiff was induced into a commitment agreement by Defendant, and was injured by it. Plaintiff and the members of the classes he represents sustained the same or similar types of damages and losses.

25. **Adequacy:** Plaintiff is an adequate representative of the Class he seeks to represent because its interests do not conflict with the interests of the members of the subclasses Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of members of each Class will be fairly and adequately protected by Plaintiff and his counsel.

26. **Superiority and Substantial Benefit:** The class action is superior to other available means for the fair and efficient adjudication of Plaintiff and the Class members' claims. The damages suffered by each individual Class member may be limited. Damages of such magnitude are small given the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even

1 if members of the Class themselves could afford such individual litigation, the court system could
 2 not. Individualized litigation increases the delay and expense to all parties and the court system,
 3 due to the complex legal and factual issues of the case. By contrast, the class action device
 4 presents far fewer management difficulties, and provides the benefits of single adjudication,
 5 economy of scale, and comprehensive supervision by a single court.

6 27. The Class should also be certified because:

7 a. The prosecution of separate actions by individual members of the Class would
 8 create a risk of inconsistent or varying adjudications with respect to individual Class members
 9 which would establish incompatible standards of conduct for Defendants;

10 b. The prosecution of separate actions by individual members of the Class would
 11 create a risk of adjudication with respect to them, which would, as a practical matter, be
 12 dispositive of the interests of the other Class members not parties to the adjudications, or
 13 substantially impair or impede their ability to protect their interests; and

14 c. Defendants have acted or refused to act on grounds generally applicable to the
 15 Class, and/or the general public, thereby making appropriate final and injunctive relief with
 16 respect to the Classes as a whole.

17 **FIRST CAUSE OF ACTION**

18 **(Breach Of Contract)**

19 **(By Plaintiff And All Class Members Against Defendants Alterra Mountain Company, Ikon
 20 Pass, Inc., And Does 1-5)**

21 28. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
 22 Complaint, as though fully set forth herein.

23 29. Defendants offered Plaintiff and class members to purchase the Ski Pass for the
 24 entire 2019-2020 season, which included unlimited access to specified resorts for the 2019-2020
 25 season. Plaintiff and Class member accepted by purchasing the Ski Pass.

26 30. Defendants Alterra Mountain Company and Ikon Pass, Inc. acted as joint
 27 venturers, and agents in connection with selling the Ski Passes at issue, and are each party to the
 28 agreement with Plaintiff and Class members to purchase the Ski Pass. Defendant Alterra runs or

1 partners with the others for access to the ski resorts at issue, promotes the Ski Pass on its website,
 2 and has represented to the public it brought the Ski Pass to market. The Ski Pass is available for
 3 sale on Defendant Ikon Pass, Inc.'s website.

4 31. Defendants breached the contract by failing to provide Plaintiff and class members
 5 with access to agreed upon ski resorts for a substantial portion of the ski season.

6 32. Defendants breach of contract proximately caused damage and losses to Plaintiff
 7 and class members, in an amount to be proven.

8 **SECOND CAUSE OF ACTION**
 9 **(Breach Of Express Warranty)**

10 **(By Plaintiff And All Class Members Against Defendants Alterra Mountain Company, Ikon**
 11 **Pass, Inc., And Does 1-5)**

12 33. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of
 13 this Complaint, as though fully set forth herein.

14 34. Defendants expressly warranted that the Ski Pass would last for the entire ski
 15 season, and provide unlimited access to specified resorts.

16 35. Defendants breached its warranty by failing to provide access to resorts for a
 17 substantial portion of the ski season.

18 36. Defendants breach of warranty proximately caused damage and losses to Plaintiff
 19 and class members, in an amount to be proven.

20 **THIRD CAUSE OF ACTION**
 21 **(Unjust Enrichment)**

22 **(By Plaintiff And All Class Members Against Defendants Alterra Mountain Company, Ikon**
 23 **Pass, Inc., And Does 1-5)**

24 37. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
 25 Complaint, as though fully set forth herein.

26 38. Plaintiff and the Class provided to Defendants, and Defendants received, a benefit,
 27 the fee for the Ski Pass.

28 39. Defendants would be unjustly enriched by retaining the Ski Pass, and/or failing to
 provide an adequate refund to the Class, because Defendants have failed to provide the promised
 access to ski resorts and lifts for a substantial part of the season.

40. Plaintiff seeks an ward of monies to herself and the Class to prevent Defendants' unjust enrichment.

FOURTH CAUSE OF ACTION
(Violation of California's Unfair Competition Law)
(By Plaintiff And All Class Members Against Defendants Alterra Mountain Company, Ikon Pass, Inc., And Does 1-5)

41. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

42. This cause of action is brought under the Consumer Legal Remedies Act, California Civil Code §1750 *et seq.* Plaintiff and members of the Class are consumers as defined by California Civil Code §1761(d). The merchandise at issue are goods within the meaning of Civil Code §1761(a).

43. Defendants Alterra Mountain Company and Ikon Pass, Inc. violated and continues to violate the CLRA by engaging in the following practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff and members of the Class, which were intended to result in, and did result in, Plaintiff and members of the Class purchasing Ski Passes:

- a. Representing that goods or services have characteristics that they do not have, in violation of Civil Code §1770(a)(5);
- b. Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, in violation of Civil Code §1770(a)(14).

44. As a result of the employment by Defendants of the above-alleged methods, acts, and practices, Plaintiffs and the class suffered damage within the meaning of Civil Code §1780(a), entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiffs and the class further intend to seek compensatory damages and/or restitution. Plaintiff will amend the complaint to add requests for damages at the appropriate time, pursuant to Civil Code §1782(d).

45. As a proximate result of Defendants' violation of the CLRA, Plaintiff and the Class request that Defendants be enjoined from engaging in the aforementioned conduct in violation of the CLRA.

FIFTH CAUSE OF ACTION**(Violation of California's Unfair Competition Law)****(By Plaintiff And All Class Members Against Defendants Alterra Mountain Company, Ikon Pass, Inc., And Does 1-5)**

46. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

47. This cause of action is brought by Plaintiff and the Class under California Business & Professions Code §17200, et seq. (the "UCL"). Section 17200 of the UCL prohibits any unlawful, unfair, or fraudulent business practices.

48. Through the actions alleged herein, Defendants Alterra Mountain Company and Ikon Pass, Inc. has engaged in unfair competition, constituting unfair, unlawful or fraudulent conduct, within the meaning of the UCL including, but not limited to, promising to provide access for the entire Ski season, and failing to refund monies when the Ski Pass could not be used for a substantial portion of the ski season.

49. Plaintiff and the Class seek restitutionary disgorgement from Defendants, and an injunction prohibiting Defendants from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein, to the detriment of the public.

SIXTH CAUSE OF ACTION**(Declaratory Relief)****(By Plaintiff And All Class Members Against Defendant Arch Insurance Company And Does 6-10)**

50. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

51. An actual controversy has arisen between Plaintiff and the Class, on the one hand, and Defendant Arch Insurance, on the other hand, as to the parties' respective rights and obligations under the travel insurance policies at issue. Specifically, Plaintiff contends the travel losses alleged herein relating to the Coronavirus crisis are covered under the insurance policies at issue, and policy benefits should be paid, and Plaintiff is informed and believes, and on that basis alleges, the Defendant Arch Insurance, contends to the contrary.

52. Plaintiff requests a declaration of her and Class members' rights under the policies at issue in this action including, but not limited to, the policy benefits owed to Plaintiff and Class

members under the policies.

PRAYER

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public, prays for judgment against Defendants as follows:

- A. An order that this action may proceed and be maintained as a class action;
- B. Awarding Plaintiff and Class members breach of contract damages, including special and consequential damages;
- C. Awarding Plaintiff and Class members compensatory damages in an amount according to proof at trial;
- D. Injunctive relief enjoining Defendants from the improper methods, acts, or practices alleged herein;
- E. A declaration of Plaintiff and class members right under the Arch Insurance Company travel policies;
- F. Awarding restitution from Defendants to Plaintiff and the Class;
- G. Attorney's fees and costs;
- H. For such other relief the Court deems just and proper.

DATED: April 30, 2020

HAFFNER LAW PC

By:

 Joshua H. Haffner
 Graham Lambert
 Attorneys for Plaintiff and others
 Similarly situated

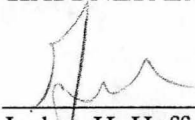
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class members on all claims or causes of action so triable.

DATED: April 30, 2020

HAFFNER LAW PC

By:



Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

050530750

Exhibit A
Page 021

EXHIBIT 1

0505050505

EXHIBIT 1



SKI PASS PRESERVER

Underwritten By:

Arch Insurance Company

Administrative Office: 300 Plaza Three
Jersey City, NJ 07311

Administered By:

Red Sky Travel Insurance

c/o Arch Insurance Company

Executive Plaza IV

11350 McCormick Rd., Suite 102

Hunt Valley, MD 21031

Phone: 1-866-889-7409

Fax: 1-443-279-2901

Email: redsky@archinsurance.com

Office Hours: Monday-Friday, 8:30am – 5pm EST

INDIVIDUAL TRAVEL PROTECTION POLICY

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

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SECTION VI - GENERAL PROVISIONS

IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

Handwritten signature of John Mentz.

John Mentz
President

Handwritten signature of Patrick Nails.

Patrick Nails
Secretary

SCHEDULE OF BENEFITS

Benefits

Maximum Benefit Amount

Season Pass Cancellation	Season Pass Cost
Season Pass Interruption	Pro-rated Season Pass Cost

050500150

SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

SEASON PASS CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of the Covered Season Pass, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass prior to the start of the Season Pass Coverage Period for one of the following Unforeseen reasons:

1. Your or a Family Member's death, that occurs before the Season Pass Coverage Period;
2. Your or a Family Member's, covered Sickness or Injury, that: a) occurs before the Season Pass Coverage Period; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause the Season Pass to be cancelled; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occur while coverage is in effect for You.

SEASON PASS INTERRUPTION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the pro-rated cost of the remaining portion of the Covered Season Pass purchased, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass for one of the following Unforeseen reasons:

1. Your or a Family Member's death, which occurs during the Season Pass Period;
2. Your or a Family Member's, covered Sickness or Injury which: a) occurs during the Season Pass Coverage Period, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued use of the Season Pass; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occurs while coverage is in effect for You.

Reimbursement will be calculated based on the first day of the Season Pass Coverage Period, regardless of the actual date the Season Pass was purchased.

SPECIAL CONDITIONS: You must advise the Travel Supplier and Red Sky Travel Insurance as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Red Sky Travel Insurance as soon as reasonably possible.

In no event shall the amount reimbursed for Season Pass Cancellation and Season Pass Interruption exceed the lesser of the amount You prepaid for the Season Pass or the Maximum Benefit Amount shown in the Schedule of Benefits.

"Other Covered Events" means:

- a. You being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers);
- b. Your primary place of residence or destination is made Uninhabitable and remains Uninhabitable during the Season Pass Coverage Period, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your principal place of residence;
- c. Your transfer of employment of 100 miles or more by the employer with whom You or Your are employed on Your Effective Date which requires Your principal residence to be relocated;
- d. You who are military, police or fire personnel being called into emergency service to provide aid or relief;
- e. Your involuntary employment termination or layoff which occurs 30 days or more after Your Effective Date. Employment must have been with the same employer for at least 1 continuous year;
- f. revocation of Your previously granted military leave or re-assignment. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- g. Your pregnancy, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records; and
- h. You are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records.

SECTION II – DEFINITIONS

“Accident” means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap Skiing.

“Bankruptcy or Default” means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

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

“Child Caregiver” means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are Skiing with a Covered Season Pass without the minor children. The arrangement of being the Child Caregiver while You are Skiing with a Covered Season Pass must be made 30 or more days prior to the Season Pass Coverage Period.

“Domestic Partner” means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

“Effective Date” means the date and time Your coverage begins, as indicated in Section IV - Coverage Provisions, When Coverage Begins and Ends.

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

“Hospitalized” means admitted to a hospital for a period of at least 24 hours or where the patient is charged by the hospital for a minimum of one day of inpatient charges.

“Injury” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

“Insured” means the person named on the Schedule of Benefits or Confirmation of Benefits that: is scheduled to Ski during the Season Pass Coverage Period, provided the required premium has been paid. Insured also means “You” and “Your”.

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

“Medical Treatment” means examination and treatment by a Physician.

“Natural Disaster” means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

“Physician” means a person licensed as a medical doctor in the jurisdiction where the services are rendered or a Christian Science Practitioner who is: (a) other than You or a Family Member; and (b) practicing within the scope of his or her license.

“Pre-Existing Condition” means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains

treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

"Season Pass" or "Covered Season Pass" means Your Trails access pass to Ski for multiple days which you have purchased, and for which Season Pass Cancellation coverage or Season Pass Interruption coverage has been elected and premium paid.

"Season Pass Coverage Period" means the period of time for which Season Pass Cancellation or Season Pass Interruption coverage is elected and the premium paid and for which a Season Pass has been purchased.

"Sickness" means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

"Ski" or "Skiing" means winter recreation of snow skiing or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

"Trails" means named skier paths designated for downhill travel as shown on a ski resort trail map using the international difficulty rating, not including connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

"Travel Supplier" means any entity or organization that coordinates or supplies the Season Pass for You.

"Unforeseen" means not anticipated or expected and occurring after Your purchase of the **Season Pass Cancellation** and the **Season Pass Interruption** coverage.

"Uninhabitable" means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

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

1. due to a Pre-Existing Condition;
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, or Family Member;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating as a professional in a stunt, athletic or sporting event or competition;
5. normal pregnancy (except complications of pregnancy) and/or resulting childbirth, except as otherwise covered under Cancellation or Interruption, or voluntarily induced abortion;
6. any non-emergent treatment or surgery, or any Elective Treatment and Procedures;
7. a mental, or nervous or psychological disorder unless Hospitalized for that condition while the policy is in effect for You; or
8. Bankruptcy or Default or failure to supply services by a Travel Supplier.

SECTION IV - COVERAGE PROVISIONS

Who Is Eligible For Coverage

A person who has purchased the Covered Season Pass during the Season Pass Coverage Period.

When Coverage Begins and Ends

When Coverage Begins:

Season Pass Cancellation Coverage begins when the coverage is elected and the required premium for the Season Pass Coverage Period is received by the Travel Supplier or Arch Insurance Company.

This is Your "Effective Date" and time for **Season Pass Cancellation**.

Season Pass Interruption: Coverage begins at the start of the Season Pass Coverage Period. This is Your "Effective Date" and time for **Season Pass Interruption**.

When Coverage Ends:

Season Pass Cancellation: Your coverage automatically ends on the earlier of 1) the start of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass prior to the start of the Season Pass Coverage Period.

Season Pass Interruption: Your coverage automatically ends on the earlier of 1) the end of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass.

Termination of **Season Pass Cancellation** and **Season Pass Interruption** coverage will not affect a claim for loss that occurs after premium has been paid.

SECTION V - CLAIMS PROVISIONS

Your duties in event of a loss:

Immediately, or as soon as possible, call Your Travel Supplier and Red Sky Travel Insurance (see Where to Report a Claim) to report Your cancellation or interruption to avoid non-covered charges due to late reporting.

If You are prevented from using the Covered Season Pass as scheduled or must interrupt the Season Pass Coverage Period due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your use or continued use of the Covered Season Pass.

Where to Report a Claim:

Phone: 866-889-7409

Email: redsky@archinsurance.com

Mail: Red Sky Travel Insurance c/o Arch Insurance Company

Executive Plaza IV

11350 McCormick Rd., Suite 102

Hunt Valley, MD 21031

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

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

Obtain claim forms from Red Sky Travel Insurance or at trippreserver.com which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

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

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

SECTION VI - GENERAL PROVISIONS

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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

Other Insurance with Us: You may be covered under only one travel insurance policy with Us while You are Skiing under a Covered Season Pass. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage while You are Skiing under a Covered Season Pass.

(b)
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State Exceptions for Ski Pass Preserver Policy

Alabama Residents

Form #: 05 LTP0041 01 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

Arkansas Residents

Form #: 05 LTP0041 04 10 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

California Residents

Form #: 05 LTP0041 05 04 14

Under **Section II - Definitions**, the following definitions are deleted and replaced as follows:

"Domestic Partner" means an opposite or same-sex partner who is at least eighteen (18) years of age and qualifies as a Domestic Partner under state law.

"Injury" means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the proximate cause of loss and must not be caused by, or result from, Sickness.

Under **Section V - Claims Provisions**, the **Proof of Loss** provision is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under **Section V – Claims Provisions**, the following will appear as the 1st paragraph in the **Payment of Claims** provision:

Benefits payable under this policy will be paid immediately upon receipt of due written proof of loss.

Under **Section V – Claims Provisions**, the following will appear as the last paragraph in the **Payment of Claims** provision:

Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Under **Section VI – General Provisions**, the following will appear as the 1st provision:

Entire Contract, Changes: This policy, including the Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Under **SECTION VI – General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has

been intentionally concealed or misrepresented.

District of Columbia Residents

Form #: 05 LTP0041 09 07 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

"Domestic Partner" means an opposite or same-sex partner who is at least eighteen (18) years of age and is registered with a state or local registry. If not registered, all the following requirements for at least 6 months:

1. Resides with You;
2. Shares financial assets and obligations with You;
3. Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
4. Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section II – Definitions, Medically Necessary** is deleted and replaced as follows:

"Medically Necessary" means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice. The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the policy.

Georgia Residents

Form #: 05 LTP0041 11 06 13

Under **Section I – Coverages**, the following **"Other Covered Event"** is deleted and replaced as follows:

- d. You who are military, police or fire personnel and purchased coverage at the time the Payments or Deposits were made for the Trip, are called into emergency service to provide aid or relief;

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this

insurance has been concealed or misrepresented.

Illinois Residents

Form #: 05 LTP0041 14 10 13

Under **Section II – Definitions, Ski Equipment** is deleted in its entirety:

“**Ski Equipment**” means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.

Under **Section II – Definitions, Family Member** is deleted and replaced as follows:

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

Under **Section II – Definitions, Injury** is deleted and replaced as follows:

“**Injury**” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity.

Under **Section II – Definitions, Uninhabitable** is deleted and replaced as follows:

“**Uninhabitable**” means: (1) the building structure or any part of the building structure is unstable and there is a risk of collapse; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are deleted in their entirety:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;

4. participating as a professional in a stunt, athletic or sporting event or competition;

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are revised to appear as follows:

3. war (whether declared or undeclared), acts of foreign enemies, hostilities between nations not including a Terrorist Incident, or civil war;

Under **Section V, Claims Provisions**, the following provision is added:

Time of Payment of Claims: All claims and indemnities payable under the terms of a policy of accident and health insurance shall be paid within 30 days following receipt of due proof of loss. Failure to pay within such period shall entitle the insured to interest at the rate of 9 percent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

Under **Section VI, General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the whole claim or any part of the claim is denied.

Under **Section VI, General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Under **Section VI, General Provisions**, the following provisions must be added:

Time Limit on Certain Defenses: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period.

Change of Beneficiary: You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Civil Union: Parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses.

Kansas Residents

Form #: 05 LTP0041 17 12 13

The following disclaimer has been added to page 1 the policy:

**THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY
THIS POLICY DOES NOT COVER PRE-
EXISTING CONDITIONS
UNLESS THE PRE-EXISTING
CONDITIONS WAIVER IS APPLICABLE**

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

Under **Section II – Definitions**, the definition of “**Domestic Partner**” and any references contained in the policy are deleted in its entirety.

The following provision has been added after **Section IV – Coverage Provisions, When Coverage Ends:**

Cancellation by Insured: You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid on a short rate basis. Cancellation will be without prejudice to any claim originating prior to the effective date of the cancellation.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find

entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. For the purposes of this provision, fraud means knowingly and with intent to defraud, You present, cause to be presented or prepare with knowledge or believe to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which You know to contain materially false information concerning any fact material thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

Louisiana Residents
Form #: 05 LTP0041 19 11 13

Under **Section II – Definitions, “Domestic Partner”** is deleted in its entirety.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of

the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. For losses that arise due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, the time limit for submission of proof of loss is 180 days after the date of the loss.

Under **Section V – Claims Provisions, Payment of Claims** the following provision has been added:

We will pay the claim within 30 days after receipt of acceptable proof of loss.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

Maine Residents
Form #: 05 LTP0041 20 11 13
The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against

Edition 5/16

Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Any post-judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation:

The entire coverage will be denied and/or cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: We may not cancel this policy except for one or more of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentations made by or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) failure to comply with reasonable loss control recommendations;
- e) substantial breach of contractual duties, conditions or warranties; or

The Maine Insurance Code requires that the foregoing cancellation provisions appear in all casualty insurance policies. Notwithstanding the above, this policy is non-cancellable by either party.

Nonrenewable: This is a nonrenewable policy.

Maryland Residents

Form #: 05 LTP0041 21 10 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Page 4 of 8

Concealment and Misrepresentation:

The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Minnesota Residents

Form # 05 LTP0041 24 11 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation:

The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented, with the intent to deceive and defraud.

Mississippi Residents

Form #: 05 LTP0041 25 10 13

The following provision on Page 1 of the policy has been deleted and replaced as follows:

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions. Please refer to the Schedule of Benefits shown on the Declarations, Schedule of Benefits or Confirmation of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: A detailed proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such written proof within the time required shall not invalidate nor reduce any claim. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

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

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

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

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

Edition 5/16

If Your age has been misstated, all amounts payable under this policy shall be what the actual premium paid would have purchased at the correct age.

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

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Missouri Residents
Form #: 05 LTP0041 26 12 13

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 10 years after the time required for giving proof of loss. This 10 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Oklahoma Residents
Form #: 05 LTP0041 37 11 13

The "Free Look Period" shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

The following Fraud Warning has been added to page 1 of the policy.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Oregon Residents
Form #: 05 LTP0041 38 06 13

Under **Section I – Coverages**, the following "Other Covered Events" is deleted and replaced as follows:

d. You who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident;

Under **Section I – Coverages**, the following "Other Covered Events" has been added:

i. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip.

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

"Domestic Partner" means an individual joined in a Domestic Partnership.

Under **Section II – Definition of Domestic Partnership** has been added to the policy:

"Domestic Partnership" means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

Under **Section II – Definitions**, the following definition has been added:

"Terrorist Incident" means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Terrorist Incident does not mean an incident that occurs in a foreign

location on the U.S. State Department's Do Not Travel list.

The following exclusion has been added to **Section III – Policy Limitation and Exclusions**:

9. a Terrorist Incident that occurs in a foreign location on the U.S. State Department's Do Not Travel list.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted in its entirety.

South Carolina Residents
Form #: 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

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

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive written proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving written proof of loss. This 6 year time period is extended from the date written proof of loss is filed and the date the claim is denied in whole or in part.

The following provision has been added under **Section VI – General Provisions**:

Conformity with State Statutes: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside, on that date is amended to conform to the minimum requirements of such laws.

South Dakota Residents
Form #: 05 LTP0041 42 11 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

"Domestic Partner" where permitted by law means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving proof of loss. This 6 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Tennessee Residents
Form #: 05 LTP0041 43 06 13

The following Company toll free phone number has been added to Page 1 of the policy:

Arch Insurance Company
Administrative Office: 300 Plaza Three
Jersey City, NJ 07311
Toll Free Number: 1-866-413-5550

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

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

"Sickness" means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Section V – Claims Provisions, Payment of Claims is deleted and replaced as follows:

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

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a

signed copy has been filed with us. We are not responsible for the validity of any assignment. Payment of claims to a minor will be limited to \$1,000 for Loss of life benefits.

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

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

Texas Residents

Form #s: 05 LTP0041 44A 08 13 & 05 LTP0041 44B 10 13

Under **Section IV- Coverage Provisions, When Coverage Ends**, the following provision has been added:

Coverage will not end solely because a person becomes an elected official.

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

Under **Section V – Claims Provisions, Claim Acceptance or Rejection** provision has been added:

Claim Acceptance or Rejection: We will notify You in writing, of the acceptance or rejection of the claim no later than the 15th Business Day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after the date We receive all items, statements, and forms required by Us, We will notify You within such 15 Business Day period. The notice provided will give the reasons why We need additional time. No later than the 45th day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

“Business Day” means a day other than a Saturday, Sunday, or holiday recognized by the State.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

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

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

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

If We notify You that We will pay a claim or part of a claim, We will pay the claim no later than the fifth Business Day after the notice

has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth Business Day after the date the act is performed.

Under **Section V – Claims Provisions**, the following provision has been added:

In the event of a weather-related catastrophe or major Natural Disaster, as defined by the commissioner, the claim handling deadlines imposed under Section V – Claims Provisions are extended for an additional 15 days.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us more than two years and one day after the loss starting from the date the claim is denied in whole or in part.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: This policy may not be cancelled based solely on the fact that the You are an elected official. If the policy has been in effect for 60 days or less, We may cancel for any reason. If the policy has been in effect for more than 60 days, We may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud in obtaining coverage under this policy;
- c) an increase in hazard within Your control which would produce an increase in the rate;
- d) loss of Our reinsurance covering all or part of the risk covered by this policy; or
- e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

We shall mail or deliver written notice of cancellation to You at the address shown in the Declarations, Schedule of Benefits or Confirmation of Benefits at least 10 days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice of cancellation.

Nonrenewable: This is a nonrenewable policy.

Utah Residents

Form #: 05 LTP0041 45 10 13

The "Free Look Period" shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 30 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

The following provision is added to **Section IV, Coverage Provisions:**

Dispute Resolution Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show We were prejudiced by the failure.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Virginia Residents

Form #: 05 LTP0041 47 12 13

Under **Section VI – General Provisions,** the following provisions have been added:

Bankruptcy and Insolvency: Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of Our obligations under this policy. Any party who has obtained a judgment against You, which is returned unsatisfied, may bring an action against Us to recover damages insured by the policy.

Cancellation: After 14 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

Wyoming Residents

Form #: 05 LTP0041 51 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 4 years after the loss. This 4 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joshua H. Haffner 188652; Graham G. Lambert, 303056 Haffner Law PC 445 S. Figueroa Street, Suite 2625 Los Angeles, CA 90071 TELEPHONE NO.: 213-514-5681 FAX NO.: 213-514-5682 ATTORNEY FOR (Name): jhh@haffnerlawyers.com; gl@haffnerlawyers.com		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAY 01 2020 Sherri R. Carter, Executive Officer/Clerk of Court By:  , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NAME: Erin Goldsmith vs Alterra Mountain Company, et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 20STCV17165 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

BY FAX

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 5

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 30, 2020
 Graham G. Lambert

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: Erin Goldsmith vs Alterra Mountain Company	CASE NUMBER 20STCV17165
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

BY FAX

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE: Erin Goldsmith vs Alterra Mountain Company	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Erin Goldsmith vs Alterra Mountain Company	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

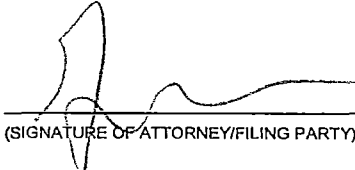
SHORT TITLE: Erin Goldsmith vs Alterra Mountain Company	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1849 Greenfield Ave
CITY: Los Angeles	STATE: CA	ZIP CODE: 90025	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Spring Street courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: April 30, 2020


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 05/01/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>S. Drew</u> Deputy </div>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20STCV17165

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ Elihu M. Berle	6				

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 05/06/2020
(Date)

By S. Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

EXHIBIT B

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ALTERRA MOUNTAIN COMPANY; IKON PASS, INC.; ARCH
INSURANCE COMPANY; and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ERIN GOLDSMITH, an individual; on behalf of himself and all others
similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 01 2020

Sherri R. Carter, Esq., Officer/Clerk of Court
By Steven Drew, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
312 North Spring Street
Los Angeles, CA 90012

CASE NUMBER
(Número del Caso) **20STCV17165**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Haffner Law PC, 445 S. Figueroa Street, Suite 2625, Los Angeles, CA 90071. (213) 514-5681

DATE: **MAY 01 2020**
(Fecha)

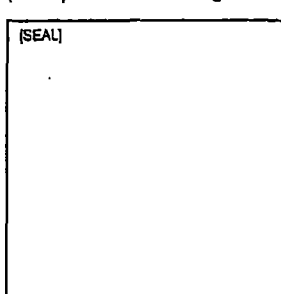
Sherri R. Carter, Clerk

Clerk, by
(Secretario)

STEVEN DREW

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

Arch Insurance company

- ☒ on behalf of (specify):

- | | |
|--|---|
| under: <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input checked="" type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

- ☒ by personal delivery on (date):

5/27/2020

1 Joshua H. Haffner, Esq. SBN 188652
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5 Los Angeles, California 90071
Telephone: (213) 514-5681
6 Facsimile: (213) 514-5682

7 Attorneys for Plaintiffs Erin Goldsmith,
Isabel C. Ossa, and all others similarly
8 situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 ERIN GOLDSMITH, an individual;
13 ISABEL C. OSSA, an individual, on behalf
14 of themselves and all others similarly
situated,

15 Plaintiffs,

16 v.

17 ALTERRA MOUNTAIN COMPANY;
18 IKON PASS, INC.; ARCH INSURANCE
COMPANY; and DOES 1 through 10,
19 inclusive,

20 Defendants.

Case No. 20STCV17165

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) BREACH OF CONTRACT;
- (2) BREACH OF EXPRESS WARRANTY;
- (3) UNJUST ENRICHMENT;
- (4) VIOLATION OF CONSUMER LEGAL REMEDIES ACT;
- (5) UNFAIR BUSINESS PRACTICES;
- (6) BREACH OF INSURANCE POLICY;
- (7) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; and
- (8) DECLARATORY RELIEF.

JURY TRIAL DEMANDED

BY FAX

1 Plaintiffs Erin Goldsmith and Isabel C. Ossa ("Plaintiffs") bring this action against
 2 Defendants Alterra Mountain Company, Ikon Pass, Inc., Arch Insurance Company and Does 1
 3 through 10 (collectively "Defendants"), and alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action against Defendants Alterra Mountain Company, Ikon Pass,
 6 Inc. and Arch Insurance Company ("Defendants"), arising out ski resort passes Plaintiffs and
 7 Class members purchased, and could not use for a substantial portion of the ski season because of
 8 the Coronavirus crisis. As set forth herein, Defendants refused to cover Plaintiffs and Class
 9 members' losses, and have breached their contracts and been unjustly enriched.

10 2. Plaintiffs seek for themselves and the Class restitution, damages, and/or injunctive
 11 relief preventing Defendants' unfair practices from continuing. Plaintiffs seek to represent the
 12 following Classes:

13 **Class #1:** All California residents who purchased ski passes for 2019-
 14 2020 ski season from Defendant Alterra Mountain Company and/or Ikon
 15 Pass, Inc.

16 **Class #2:** All California residents who purchased travel insurance issued
 17 by Defendant Arch Insurance Company, and who made a claim for loss
 18 related to Coronavirus crisis.

19 **JURISDICTION AND VENUE**

20 3. This Court has jurisdiction over the entire action by virtue of the fact that this is a
 21 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
 22 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
 23 place in the State of California. Venue is proper because this is a class action, the acts and/or
 24 omissions complained of took place, in whole or in part within the venue of this Court, one or
 25 more Defendants reside within the venue of this Court, and/or the contract was entered into or
 26 performance was due within the venue of this Court.

PARTIES

4. Plaintiff Erin Goldsmith, was, at all relevant times, an individual and resident of Los Angeles, California.

5. Plaintiff Isabel C. Ossa, was, at all relevant times, an individual and resident of Los Angeles, California.

6. Defendant Alterra Mountain Company ("Alterra") is a ski resort company, with its principal place of business in Denver, Colorado

7. Defendant Ikon Pass, Inc. ("Ikon") is a Colorado corporation, with its principal place of business in Denver, Colorado, a wholly owned subsidiary of Alterra, and sells ski passes entitling purchasers access to ski resorts and other benefits.

8. Defendant Arch Insurance Company is an insurer authorized to transact, and actually transacting, the business of insurance in California.

9. Plaintiffs are currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to allege the true names and capacities of said fictitiously named defendants when their true names and capacities have been ascertained. Plaintiffs are informed and believe and thereon alleges that each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

10. Plaintiffs are informed and believes and thereon alleges that all defendants, including the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge, consent authorization and ratification of their co-defendants; however, each of these allegations are deemed "alternative" theories whenever not doing so would result in a contradiction with other allegations.

FACTS COMMON TO ALL CAUSES OF ACTION

11. Defendant Alterra owns ski resorts throughout the United States, including California. Defendant Ikon sells ski passes for access to ski resorts in the United States, including California, and other benefits (the “Ski Pass”). The benefits of the ski pass are intended to last through the ski season.

12. Defendant Arch Insurance Company sells travel insurance, intended to cover losses of a person’s travel plans are cancelled or interrupted.

13. Plaintiffs and many other California skiers purchased the Ski Pass for the 2019-2020 ski season. Defendants represented that Plaintiffs would have ski passes for the entire 2019-2020 ski season, that they would provide “unlimited access” to specified resorts.

14. Plaintiffs and thousands of Californians also purchased travel insurance from Defendant Arch Insurance to protect them from losses if their travel plans were cancelled or interrupted. (Plaintiffs are informed and believes and on that basis alleges that a true and correct copy of the travel insurance policy Plaintiffs purchased is attached hereto as Exhibit 1.)

15. Plaintiffs were referred to Defendant Arch Insurance to purchase travel insurance by Defendants Alterra Mountain Company and Ikon Pass, Inc.

16. In March 2020, the coronavirus crisis emerged in the United States. In mid-march, ski resorts covered by the Ski Pass closed early. On March 19, 2020, the Governor of California issued a stay at home order, or quarantine order, for all Californians in order to slow the spread of the coronavirus. This was well before the close of ski season, which lasts until April or May at some resorts, and June or July at others.

17. The travel insurance Plaintiffs and other class members purchased from Defendant Arch Insurance Company provided coverage if Plaintiffs or class members’ trip was cancelled including for, among other reasons, quarantine.

18. Plaintiffs demanded a refund from Defendants Alterra Mountain Company and/or Ikon Pass, Inc., but they have failed to provide an appropriate refund.

1 questions include:

- 2 a. Whether Defendants violated the CLRA;
- 3 b. Whether Defendants' violated Business and Professions Code §17500;
- 4 c. Whether Defendants' conduct in constitutes false advertising in violation of Business
- 5 and Professions Code §17500;
- 6 d. Whether Defendants' conduct constitutes an unlawful business practice in violation of
- 7 Business and Professions Code §17200;
- 8 e. Whether Defendants' conduct constitutes a fraudulent business practice in violation of
- 9 Business and Professions Code §17200;
- 10 f. Whether Defendants' conduct constitutes an unfair business practice in violation of
- 11 Business and Professions Code §17200.
- 12 g. Whether the losses suffered by Plaintiffs and Class related to the Coronavirus is
- 13 covered under Defendant Arch Insurance' travel policy;
- 14 h. Whether Defendant Arch Insurance breached the policy by failing to extend coverage
- 15 for Plaintiff's loss;
- 16 i. The nature and extent of class-wide injury and the measure of damages for the injury.

17 25. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the
18 classes he represents because Plaintiffs were induced into a commitment agreement by Defendant,
19 and was injured by it. Plaintiffs and the members of the classes he represents sustained the same
20 or similar types of damages and losses.

21 26. **Adequacy:** Plaintiffs are adequate representatives of the Class they seek to
22 represent because its interests do not conflict with the interests of the members of the subclasses
23 Plaintiffs seek to represent. Plaintiffs have retained counsel competent and experienced in
24 complex class action litigation and Plaintiffs intend to prosecute this action vigorously. The
25 interests of members of each Class will be fairly and adequately protected by Plaintiffs and their
26 counsel.

27 27. **Superiority and Substantial Benefit:** The class action is superior to other
28 available means for the fair and efficient adjudication of Plaintiffs and the Class members' claims.

1 The damages suffered by each individual Class member may be limited. Damages of such
 2 magnitude are small given the burden and expense of individual prosecution of the complex and
 3 extensive litigation necessitated by Defendants' conduct. Further, it would be virtually
 4 impossible for the Class members to redress the wrongs done to them on an individual basis. Even
 5 if members of the Class themselves could afford such individual litigation, the court system could
 6 not. Individualized litigation increases the delay and expense to all parties and the court system,
 7 due to the complex legal and factual issues of the case. By contrast, the class action device
 8 presents far fewer management difficulties, and provides the benefits of single adjudication,
 9 economy of scale, and comprehensive supervision by a single court.

10 28. The Class should also be certified because:

11 a. The prosecution of separate actions by individual members of the Class would
 12 create a risk of inconsistent or varying adjudications with respect to individual Class members
 13 which would establish incompatible standards of conduct for Defendants;

14 b. The prosecution of separate actions by individual members of the Class would
 15 create a risk of adjudication with respect to them, which would, as a practical matter, be
 16 dispositive of the interests of the other Class members not parties to the adjudications, or
 17 substantially impair or impede their ability to protect their interests; and

18 c. Defendants have acted or refused to act on grounds generally applicable to the
 19 Class, and/or the general public, thereby making appropriate final and injunctive relief with
 20 respect to the Classes as a whole.

21 **FIRST CAUSE OF ACTION**

22 **(Breach Of Contract)**

23 **(By Plaintiffs And All Class Members Against Defendants Alterra Mountain Company,
 Ikon Pass, Inc., And Does 1-5)**

24 29. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this
 25 Complaint, as though fully set forth herein.

26 30. Defendants offered Plaintiffs and class members to purchase the Ski Pass for the
 27 entire 2019-2020 season, which included unlimited access to specified resorts for the 2019-2020
 28

1 season. Plaintiffs and Class member accepted by purchasing the Ski Pass. This formed a contract.
 2 Plaintiff Goldsmith's purchase price for the Ski Pass was \$649, and Plaintiff Ossa's purchase
 3 price was \$619.

4 31. Defendants Alterra Mountain Company and Ikon Pass, Inc. acted as joint
 5 venturers, and agents in connection with selling the Ski Passes at issue, and are each party to the
 6 agreement with Plaintiffs and Class members to purchase the Ski Pass. Defendant Alterra runs or
 7 partners with the others for access to the ski resorts at issue, promotes the Ski Pass on its website,
 8 and has represented to the public it brought the Ski Pass to market. The Ski Pass is available for
 9 sale on Defendant Ikon Pass, Inc.'s website.

10 32. Defendants breached the contract by failing to provide Plaintiffs and class
 11 members with access to agreed upon ski resorts for a substantial portion of the ski season.

12 33. Defendants breach of contract proximately caused damage and losses to Plaintiffs
 13 and class members, in an amount to be proven.

14 **SECOND CAUSE OF ACTION**

15 **(Breach Of Express Warranty)**

16 **(By Plaintiffs And All Class Members Against Defendants Alterra Mountain Company,
 17 Ikon Pass, Inc., And Does 1-5)**

18 34. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of
 19 this Complaint, as though fully set forth herein.

20 35. Defendants expressly warranted that the Ski Pass would last for the entire ski
 21 season, and provide unlimited access to specified resorts.

22 36. Defendants breached its warranty by failing to provide access to resorts for a
 23 substantial portion of the ski season.

24 37. Defendants breach of warranty proximately caused damage and losses to Plaintiffs
 25 and class members, in an amount to be proven.

26 **THIRD CAUSE OF ACTION**

27 **(Unjust Enrichment)**

28 **(By Plaintiffs And All Class Members Against Defendants Alterra Mountain Company,
 Ikon Pass, Inc., And Does 1-5)**

38. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this

1 Complaint, as though fully set forth herein.

2 39. Plaintiffs and the Class provided to Defendants, and Defendants received, a
3 benefit, the fee for the Ski Pass.

4 40. Defendants would be unjustly enriched by retaining the Ski Pass, and/or failing to
5 provide an adequate refund to the Class, because Defendants have failed to provide the promised
6 access to ski resorts and lifts for a substantial part of the season.

7 41. Plaintiffs seek an award of monies to herself and the Class to prevent Defendants'
8 unjust enrichment.

9 **FOURTH CAUSE OF ACTION**
10 **(Violation of California's Unfair Competition Law)**
11 **(By Plaintiffs And All Class Members Against Defendants Alterra Mountain Company,**
12 **Ikon Pass, Inc., And Does 1-5)**

13 42. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this
14 Complaint, as though fully set forth herein.

15 43. This cause of action is brought under the Consumer Legal Remedies Act,
16 California Civil Code §1750 *et seq.* Plaintiffs and members of the Class are consumers as defined
17 by California Civil Code §1761(d). The merchandise at issue are goods within the meaning of
18 Civil Code §1761(a).

19 44. Defendants Alterra Mountain Company and Ikon Pass, Inc. violated and continues
20 to violate the CLRA by engaging in the following practices proscribed by California Civil Code
21 §1770(a) in transactions with Plaintiffs and members of the Class, which were intended to result
22 in, and did result in, Plaintiffs and members of the Class purchasing Ski Passes:

- 23 a. Representing that goods or services have characteristics that they do not have, in
24 violation of Civil Code §1770(a)(5);
- 25 b. Representing that a transaction confers or involves rights, remedies, or obligations
26 that it does not have or involve, in violation of Civil Code §1770(a)(14).

27 45. As a result of the employment by Defendants of the above-alleged methods, acts,
28 and practices, Plaintiffs and the class suffered damage within the meaning of Civil Code
§1780(a), entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiffs and the

1 class further intend to seek compensatory damages and/or restitution. Plaintiffs will amend the
2 complaint to add requests for damages at the appropriate time, pursuant to Civil Code §1782(d).

3 46. As a proximate result of Defendants' violation of the CLRA, Plaintiffs and the
4 Class request that Defendants be enjoined from engaging in the aforementioned conduct in
5 violation of the CLRA.

6 **FIFTH CAUSE OF ACTION**
7 **(Violation of California's Unfair Competition Law)**
8 **(By Plaintiffs And All Class Members Against Defendants Alterra Mountain Company,**
9 **Ikon Pass, Inc., And Does 1-5)**

10 47. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this
11 Complaint, as though fully set forth herein.

12 48. This cause of action is brought by Plaintiffs and the Class under California
13 Business & Professions Code §17200, et seq. (the "UCL"). Section 17200 of the UCL prohibits
14 any unlawful, unfair, or fraudulent business practices.

15 49. Through the actions alleged herein, Defendants Alterra Mountain Company and
16 Ikon Pass, Inc. has engaged in unfair competition, constituting unfair, unlawful or fraudulent
17 conduct, within the meaning of the UCL including, but not limited to, promising to provide access
18 for the entire Ski season, and failing to refund monies when the Ski Pass could not be used for a
19 substantial portion of the ski season.

20 50. Plaintiffs and the Class seek restitutionary disgorgement from Defendants, and an
21 injunction prohibiting Defendants from engaging in the unlawful, unfair, and/or fraudulent
22 conduct alleged herein, to the detriment of the public.

23 **SIXTH CAUSE OF ACTION**
24 **(Breach Of Insurance Policy)**
25 **(By Plaintiffs And All Class Members Against Defendant Arch Insurance Company And**
26 **Does 6-10)**

27 51. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this
28 Complaint, as though fully set forth herein.

52. Plaintiffs are the beneficiaries under insurance policies for which Defendants were
paid consideration in the form of premiums. Plaintiffs faithfully performed all obligations
required to be performed by her under the terms of the insurance contract Defendant issued for

1 the benefit of Plaintiffs, except to the extent performance may have been excused by, among other
2 things, Defendant's bad faith conduct and breach of the insurance policy(ies)

3 53. Defendant Arch Insurance Company, and Does 6 through 10, breached the terms
4 of the insurance contract by failing to pay monies due under the contract, failing to properly
5 investigate and adjust the claims described herein, and denying Plaintiffs' claims for losses
6 associated with being unable to leave California and travel to ski destinations because of the
7 coronavirus crisis. Defendants' breaches of contract occurred in connection with the claim
8 alleged in this complaint, and the failure and refusal to pay plaintiffs policy benefits due and
9 owing. The policy benefits which have been denied and/or delayed include, but are not limited to,
10 loss of the value of the Ski Pass.

11 54. As a direct, proximate and legal result of Defendants' breaches of the contracts,
12 Plaintiffs have been, and continues to be, damaged, including but not limited to: the loss of
13 benefits due under the contracts, loss of timely use of benefits, consequential damages including
14 interest on monies Plaintiffs could and should have received promptly, but which it did not
15 receive in a timely fashion as a result of Defendants' breach of contract, and other fees, expenses
16 and costs to be proven at trial.

17 55. Plaintiffs have also sustained other economic losses as a direct, proximate and
18 legal result of Defendants' conduct, in an amount to be proven at trial.

19 **SEVENTH CAUSE OF ACTION**
20 **(Breach Of The Implied Covenant Of Good Faith And Fair Dealing)**
21 **(By Plaintiffs And All Class Members Against Defendant Arch Insurance Company And**
22 **Does 6-10)**

23 56. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this
24 Complaint, as though fully set forth herein.

25 57. The insurance policy identified in this action contained an implied covenant of
26 good faith and fair dealing, whereby Defendant Arch Insurance Company, and Does 6 through 10,
27 agreed to perform their obligations under the policies in good faith, to deal fairly with plaintiffs,
28 and not to unreasonably deprive plaintiffs of the benefits due under the insurance policy.

58. Defendants tortiously breached their implied covenant of good faith and fair

1 dealing arising from the insurance contract by unreasonably withholding benefits due under the
2 policy, by failing to conduct a fair and objective claims investigation, by failing to make
3 reasonable efforts to settle the claim, by unreasonably terminating policy benefits, and by other
4 conduct, including but not limited to that expressly set forth in this complaint, after accepting
5 insurance premiums from Plaintiffs

6 59. Defendant Arch Insurance Company, and Does 6 through 10, engaged and
7 continue to engage in a course of conduct to further their own economic interests and in violation
8 of its obligations to plaintiffs. This conduct includes, but is not limited to that conduct alleged in
9 this complaint and the following:

- 10 A. Failing to thoroughly and objectively investigate Plaintiffs' claim;
- 11 B. Denying Plaintiffs' claim;
- 12 C. Forcing Plaintiffs to retain counsel;
- 13 D. Failing to pay any policy benefits to date.
- 14 E. Failing to advise Plaintiffs of applicable policy benefits;
- 15 F. Failing to adequately communicate with Plaintiffs;
- 16 G. Refusing to pay insurance benefits which a reasonable person would have
17 believed Plaintiffs were entitled to receive;
- 18 H. Deliberately, unreasonably and unjustifiably failing to timely and fully pay
19 Plaintiffs' claim under the policy;
- 20 I. Not attempting in good faith to effectuate prompt, fair, and equitable
21 settlement of Plaintiffs' claim when the amount of loss was reasonably
22 clear;
- 23 J. Failing to adopt and implement reasonable standards for the prompt
24 investigation and processing of the claims asserted by Plaintiffs; and
- 25 K. Plaintiffs are informed, believe and thereon allege, that Defendants have
26 breached its duty of good faith and fair dealing owed to Plaintiffs by other
27 acts or omissions of which plaintiffs are presently unaware and which will
28 be shown according to proof at the time of trial.

60. Without any reasonable basis for doing so, and with full knowledge and/or conscious disregard of the consequences, Defendants, and each of them, have failed and refused to act in good faith or act fairly toward Plaintiffs, and Defendants have, in bad faith, failed and refused to perform their obligations under the insurance policies, and under the laws of the State of California. Defendants' conduct described herein constitutes a bad faith pattern and practice.

61. As a direct and proximate result of the actions of defendants, Plaintiffs have incurred substantial damages including, but not limited to, loss of policy benefits and other damages, in an amount to be proven at trial. Plaintiffs have further been required to expend attorney's fees and costs, and pursuant to *Brandt v. Superior Court* (1985) 37 Cal.3d 813, Plaintiffs are entitled to attorney's fees and costs reasonably incurred to compel the payment of benefits due under the insurance policies.

62. On the basis of all of the facts alleged hereinabove, Defendants' conduct and actions were despicable, and were done maliciously, oppressively and/or fraudulently, with a willful and conscious disregard of Plaintiffs' rights, entitling plaintiffs to punitive damages under *California Civil Code* Section 3294. As to all Defendants, the officers, directors and managing agents were personally involved in the decision-making process with respect to the misconduct alleged herein and to be proven at trial. As to the conduct engaged in by representatives of the Defendant Arch Insurance Company, their officers, directors and managing agents authorized and ratified each and every act on which Plaintiffs' allegations of punitive damages herein are based.

EIGHTH CAUSE OF ACTION

(Declaratory Relief)

(By Plaintiffs And All Class Members Against Defendant Arch Insurance Company And Does 6-10)

63. Plaintiffs re-allege, and incorporate by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

64. An actual controversy has arisen between Plaintiffs and the Class, on the one hand, and Defendant Arch Insurance, on the other hand, as to the parties' respective rights and obligations under the travel insurance policies at issue. Specifically, Plaintiffs contend the travel losses alleged herein relating to the Coronavirus crisis are covered under the insurance policies at

1 issue, and policy benefits should be paid, and Plaintiffs are informed and believe, and on that
2 basis allege, the Defendant Arch Insurance, contends to the contrary.

3 65. Plaintiffs request a declaration of her and Class members' rights under the policies
4 at issue in this action including, but not limited to, the policy benefits owed to Plaintiffs and Class
5 members under the policies.

6 **PRAYER**

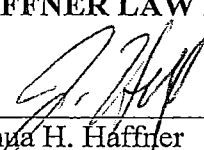
7 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated and
8 also on behalf of the general public, prays for judgment against Defendants as follows:

- 9 A. An order that this action may proceed and be maintained as a class action;
10 B. Awarding Plaintiffs and Class members breach of contract damages, including
11 special and consequential damages;
12 C. Awarding Plaintiffs and Class members compensatory damages in an amount
13 according to proof at trial;
14 D. Injunctive relief enjoining Defendants from the improper methods, acts, or
15 practices alleged herein;
16 E. A declaration of Plaintiffs and class members right under the Arch Insurance
17 Company travel policies;
18 F. Awarding restitution from Defendants to Plaintiffs and the Class;
19 G. Punitive damages against Defendant Arch Insurance Company;
20 H. Attorney's fees and costs;
21 I. For such other relief the Court deems just and proper.

22 DATED: May 18, 2020

HAFFNER LAW PC

23
24 By:



Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiffs and others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for herself and the Class members on all claims or causes of action so triable.

DATED: May 18, 2020

HAFFNER LAW PC

By:

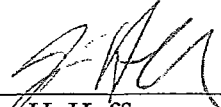

Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiffs and others
similarly situated

EXHIBIT 1



Comes through when plans don't.

SKI PASS PRESERVER

Underwritten By:

Arch Insurance Company

Administrative Office: 300 Plaza Three
Jersey City, NJ 07311

Administered By:

Red Sky Travel Insurance

c/o Arch Insurance Company
Executive Plaza IV

11350 McCormick Rd., Suite 102

Hunt Valley, MD 21031

Phone: 1-866-889-7409

Fax: 1-443-279-2901

Email: redsky@archinsurance.com

Office Hours: Monday-Friday, 8:30am – 5pm EST

INDIVIDUAL TRAVEL PROTECTION POLICY

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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SECTION VI - GENERAL PROVISIONS

IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

Handwritten signature of John Mentz.

John Mentz
President

Handwritten signature of Patrick Nails.

Patrick Nails
Secretary

SCHEDULE OF BENEFITS

Benefits	Maximum Benefit Amount
Season Pass Cancellation	Season Pass Cost
Season Pass Interruption.....	Pro-rated Season Pass Cost

SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

SEASON PASS CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of the Covered Season Pass, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass prior to the start of the Season Pass Coverage Period for one of the following Unforeseen reasons:

1. Your or a Family Member's death, that occurs before the Season Pass Coverage Period;
2. Your or a Family Member's, covered Sickness or Injury, that: a) occurs before the Season Pass Coverage Period; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause the Season Pass to be cancelled; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occur while coverage is in effect for You.

SEASON PASS INTERRUPTION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the pro-rated cost of the remaining portion of the Covered Season Pass purchased, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass for one of the following Unforeseen reasons:

1. Your or a Family Member's death, which occurs during the Season Pass Period;
2. Your or a Family Member's, covered Sickness or Injury which: a) occurs during the Season Pass Coverage Period, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued use of the Season Pass; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occurs while coverage is in effect for You.

Reimbursement will be calculated based on the first day of the Season Pass Coverage Period, regardless of the actual date the Season Pass was purchased.

SPECIAL CONDITIONS: You must advise the Travel Supplier and Red Sky Travel Insurance as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Red Sky Travel Insurance as soon as reasonably possible.

In no event shall the amount reimbursed for Season Pass Cancellation and Season Pass Interruption exceed the lesser of the amount You prepaid for the Season Pass or the Maximum Benefit Amount shown in the Schedule of Benefits.

"Other Covered Events" means:

- a. You being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers);
- b. Your primary place of residence or destination is made Uninhabitable and remains Uninhabitable during the Season Pass Coverage Period, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your principal place of residence;
- c. Your transfer of employment of 100 miles or more by the employer with whom You or Your are employed on Your Effective Date which requires Your principal residence to be relocated;
- d. You who are military, police or fire personnel being called into emergency service to provide aid or relief;
- e. Your involuntary employment termination or layoff which occurs 30 days or more after Your Effective Date. Employment must have been with the same employer for at least 1 continuous year;
- f. revocation of Your previously granted military leave or re-assignment. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- g. Your pregnancy, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records; and
- h. You are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records.

SECTION II – DEFINITIONS

“Accident” means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap Skiing.

“Bankruptcy or Default” means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

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

“Child Caregiver” means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are Skiing with a Covered Season Pass without the minor children. The arrangement of being the Child Caregiver while You are Skiing with a Covered Season Pass must be made 30 or more days prior to the Season Pass Coverage Period.

“Domestic Partner” means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

“Effective Date” means the date and time Your coverage begins, as indicated in Section IV - Coverage Provisions, When Coverage Begins and Ends.

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

“Hospitalized” means admitted to a hospital for a period of at least 24 hours or where the patient is charged by the hospital for a minimum of one day of inpatient charges.

“Injury” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

“Insured” means the person named on the Schedule of Benefits or Confirmation of Benefits that: is scheduled to Ski during the Season Pass Coverage Period, provided the required premium has been paid. Insured also means “You” and “Your”.

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

“Medical Treatment” means examination and treatment by a Physician.

“Natural Disaster” means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

“Physician” means a person licensed as a medical doctor in the jurisdiction where the services are rendered or a Christian Science Practitioner who is: (a) other than You or a Family Member; and (b) practicing within the scope of his or her license.

“Pre-Existing Condition” means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains

treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

"Season Pass" or "Covered Season Pass" means Your Trails access pass to Ski for multiple days which you have purchased, and for which Season Pass Cancellation coverage or Season Pass Interruption coverage has been elected and premium paid.

"Season Pass Coverage Period" means the period of time for which Season Pass Cancellation or Season Pass Interruption coverage is elected and the premium paid and for which a Season Pass has been purchased.

"Sickness" means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

"Ski" or "Skiing" means winter recreation of snow skiing or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

"Trails" means named skier paths designated for downhill travel as shown on a ski resort trail map using the international difficulty rating, not including connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

"Travel Supplier" means any entity or organization that coordinates or supplies the Season Pass for You.

"Unforeseen" means not anticipated or expected and occurring after Your purchase of the **Season Pass Cancellation** and the **Season Pass Interruption** coverage.

"Uninhabitable" means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

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

1. due to a Pre-Existing Condition;
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, or Family Member;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating as a professional in a stunt, athletic or sporting event or competition;
5. normal pregnancy (except complications of pregnancy) and/or resulting childbirth, except as otherwise covered under Cancellation or Interruption, or voluntarily induced abortion;
6. any non-emergent treatment or surgery, or any Elective Treatment and Procedures;
7. a mental, or nervous or psychological disorder unless Hospitalized for that condition while the policy is in effect for You; or
8. Bankruptcy or Default or failure to supply services by a Travel Supplier.

SECTION IV - COVERAGE PROVISIONS

Who Is Eligible For Coverage

A person who has purchased the Covered Season Pass during the Season Pass Coverage Period.

When Coverage Begins and Ends

When Coverage Begins:

Season Pass Cancellation Coverage begins when the coverage is elected and the required premium for the Season Pass Coverage Period is received by the Travel Supplier or Arch Insurance Company.

This is Your "Effective Date" and time for **Season Pass Cancellation**.

Season Pass Interruption: Coverage begins at the start of the Season Pass Coverage Period. This is Your "Effective Date" and time for **Season Pass Interruption**.

When Coverage Ends:

Season Pass Cancellation: Your coverage automatically ends on the earlier of 1) the start of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass prior to the start of the Season Pass Coverage Period.

Season Pass Interruption: Your coverage automatically ends on the earlier of 1) the end of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass.

Termination of **Season Pass Cancellation** and **Season Pass Interruption** coverage will not affect a claim for loss that occurs after premium has been paid.

SECTION V - CLAIMS PROVISIONS

Your duties in event of a loss:

Immediately, or as soon as possible, call Your Travel Supplier and Red Sky Travel Insurance (see Where to Report a Claim) to report Your cancellation or interruption to avoid non-covered charges due to late reporting.

If You are prevented from using the Covered Season Pass as scheduled or must interrupt the Season Pass Coverage Period due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your use or continued use of the Covered Season Pass.

Where to Report a Claim:

Phone: 866-889-7409

Email: redsky@archinsurance.com

Mail: Red Sky Travel Insurance c/o Arch Insurance Company

Executive Plaza IV

11350 McCormick Rd., Suite 102

Hunt Valley, MD 21031

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

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

Obtain claim forms from Red Sky Travel Insurance or at trippreserver.com which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

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

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

SECTION VI - GENERAL PROVISIONS

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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

Other Insurance with Us: You may be covered under only one travel insurance policy with Us while You are Skiing under a Covered Season Pass. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage while You are Skiing under a Covered Season Pass.



**State Exceptions for
Ski Pass Preserver Policy**

Alabama Residents

Form #: 05 LTP0041 01 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

Arkansas Residents

Form #: 05 LTP0041 04 10 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

California Residents

Form #: 05 LTP0041 05 04 14

Under **Section II - Definitions**, the following definitions are deleted and replaced as follows:

"Domestic Partner" means an opposite or same-sex partner who is at least eighteen (18) years of age and qualifies as a Domestic Partner under state law.

"Injury" means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the proximate cause of loss and must not be caused by, or result from, Sickness.

Under **Section V - Claims Provisions**, the **Proof of Loss** provision is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under **Section V – Claims Provisions**, the following will appear as the 1st paragraph in the **Payment of Claims** provision:

Benefits payable under this policy will be paid immediately upon receipt of due written proof of loss.

Under **Section V – Claims Provisions**, the following will appear as the last paragraph in the **Payment of Claims** provision:

Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Under **Section VI – General Provisions**, the following will appear as the 1st provision:

Entire Contract, Changes: This policy, including the Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Under **SECTION VI – General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has

been intentionally concealed or misrepresented.

District of Columbia Residents

Form #: 05 LTP0041 09 07 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

"Domestic Partner" means an opposite or same-sex partner who is at least eighteen (18) years of age and is registered with a state or local registry. If not registered, all the following requirements for at least 6 months:

1. Resides with You;
2. Shares financial assets and obligations with You;
3. Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
4. Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section II – Definitions, Medically Necessary** is deleted and replaced as follows:

"Medically Necessary" means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice. The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the policy.

Georgia Residents

Form #: 05 LTP0041 11 06 13

Under **Section I – Coverages**, the following **"Other Covered Event"** is deleted and replaced as follows:

- d. You who are military, police or fire personnel and purchased coverage at the time the Payments or Deposits were made for the Trip, are called into emergency service to provide aid or relief;

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this

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insurance has been concealed or misrepresented.

Illinois Residents

Form #: 05 LTP0041 14 10 13

Under **Section II – Definitions, Ski Equipment** is deleted in its entirety:

“Ski Equipment” means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.

Under **Section II – Definitions, Family Member** is deleted and replaced as follows:

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

Under **Section II – Definitions, Injury** is deleted and replaced as follows:

“Injury” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity.

Under **Section II – Definitions, Uninhabitable** is deleted and replaced as follows:

“Uninhabitable” means: (1) the building structure or any part of the building structure is unstable and there is a risk of collapse; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are deleted in their entirety:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
4. participating as a professional in a stunt, athletic or sporting event or competition;

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are revised to appear as follows:

3. war (whether declared or undeclared), acts of foreign enemies, hostilities between nations not including a Terrorist Incident, or civil war;

Under **Section V, Claims Provisions**, the following provision is added:

Time of Payment of Claims: All claims and indemnities payable under the terms of a policy of accident and health insurance shall be paid within 30 days following receipt of due proof of loss. Failure to pay within such period shall entitle the insured to interest at the rate of 9 percent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

Under **Section VI, General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the whole claim or any part of the claim is denied.

Under **Section VI, General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Under **Section VI, General Provisions**, the following provisions must be added:

Time Limit on Certain Defenses: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period.

Change of Beneficiary: You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Civil Union: Parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses.

Kansas Residents

Form #: 05 LTP0041 17 12 13

The following disclaimer has been added to page 1 the policy:

**THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY
THIS POLICY DOES NOT COVER PRE-
EXISTING CONDITIONS
UNLESS THE PRE-EXISTING
CONDITIONS WAIVER IS APPLICABLE**

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

Under **Section II – Definitions**, the definition of “Domestic Partner” and any references contained in the policy are deleted in its entirety.

The following provision has been added after **Section IV – Coverage Provisions, When Coverage Ends:**

Cancellation by Insured: You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid on a short rate basis. Cancellation will be without prejudice to any claim originating prior to the effective date of the cancellation.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find

entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. For the purposes of this provision, fraud means knowingly and with intent to defraud, You present, cause to be presented or prepare with knowledge or believe to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which You know to contain materially false information concerning any fact material thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

Louisiana Residents

Form #: 05 LTP0041 19 11 13

Under **Section II – Definitions, “Domestic Partner”** is deleted in its entirety.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of

the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. For losses that arise due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, the time limit for submission of proof of loss is 180 days after the date of the loss.

Under **Section V – Claims Provisions, Payment of Claims** the following provision has been added:

We will pay the claim within 30 days after receipt of acceptable proof of loss.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

Maine Residents

Form #: 05 LTP0041 20 11 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against

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Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Any post-judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation:

The entire coverage will be denied and/or cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: We may not cancel this policy except for one or more of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentations made by or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) failure to comply with reasonable loss control recommendations;
- e) substantial breach of contractual duties, conditions or warranties; or

The Maine Insurance Code requires that the foregoing cancellation provisions appear in all casualty insurance policies. Notwithstanding the above, this policy is non-cancellable by either party.

Nonrenewable: This is a nonrenewable policy.

Maryland Residents

Form #: 05 LTP0041 21 10 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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Concealment and Misrepresentation:

The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Minnesota Residents

Form # 05 LTP0041 24 11 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation:

The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented, with the intent to deceive and defraud.

Mississippi Residents

Form #: 05 LTP0041 25 10 13

The following provision on Page 1 of the policy has been deleted and replaced as follows:

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions. Please refer to the Schedule of Benefits shown on the Declarations, Schedule of Benefits or Confirmation of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: A detailed proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such written proof within the time required shall not invalidate nor reduce any claim. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

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

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

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

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

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If Your age has been misstated, all amounts payable under this policy shall be what the actual premium paid would have purchased at the correct age.

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

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Missouri Residents
Form #: 05 LTP0041 26 12 13

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 10 years after the time required for giving proof of loss. This 10 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Oklahoma Residents
Form #: 05 LTP0041 37 11 13

The "Free Look Period" shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

The following Fraud Warning has been added to page 1 of the policy.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Oregon Residents
Form #: 05 LTP0041 38 06 13

Under **Section I – Coverages**, the following "**Other Covered Events**" is deleted and replaced as follows:

d. You who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident;

Under **Section I – Coverages**, the following "**Other Covered Events**" has been added:

i. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip.

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

"**Domestic Partner**" means an individual joined in a Domestic Partnership.

Under **Section II – Definition of Domestic Partnership** has been added to the policy:

"**Domestic Partnership**" means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

Under **Section II – Definitions**, the following definition has been added:

"**Terrorist Incident**" means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Terrorist Incident does not mean an incident that occurs in a foreign

location on the U.S. State Department's Do Not Travel list.

The following exclusion has been added to **Section III – Policy Limitation and Exclusions:**

9. a Terrorist Incident that occurs in a foreign location on the U.S. State Department's Do Not Travel list.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted in its entirety.

South Carolina Residents
Form #: 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

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

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive written proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving written proof of loss. This 6 year time period is extended from the date written proof of loss is filed and the date the claim is denied in whole or in part.

The following provision has been added under **Section VI – General Provisions:**

Conformity with State Statutes: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside, on that date is amended to conform to the minimum requirements of such laws.

South Dakota Residents
Form #: 05 LTP0041 42 11 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

“Domestic Partner” where permitted by law means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving proof of loss. This 6 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Tennessee Residents
Form #: 05 LTP0041 43 06 13

The following Company toll free phone number has been added to Page 1 of the policy:

Arch Insurance Company
Administrative Office: 300 Plaza Three
Jersey City, NJ 07311
Toll Free Number: 1-866-413-5550

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

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

“Sickness” means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Section V – Claims Provisions, Payment of Claims is deleted and replaced as follows:

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

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a

signed copy has been filed with us. We are not responsible for the validity of any assignment. Payment of claims to a minor will be limited to \$1,000 for Loss of life benefits.

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

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

Texas Residents

Form #s: 05 LTP0041 44A 08 13 & 05 LTP0041 44B 10 13

Under **Section IV- Coverage Provisions, When Coverage Ends**, the following provision has been added:

Coverage will not end solely because a person becomes an elected official.

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

Notice of Claim: Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

Under **Section V – Claims Provisions, Claim Acceptance or Rejection** provision has been added:

Claim Acceptance or Rejection: We will notify You in writing, of the acceptance or rejection of the claim no later than the 15th Business Day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after the date We receive all items, statements, and forms required by Us, We will notify You within such 15 Business Day period. The notice provided will give the reasons why We need additional time. No later than the 45th day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

"Business Day" means a day other than a Saturday, Sunday, or holiday recognized by the State.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

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

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

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

If We notify You that We will pay a claim or part of a claim, We will pay the claim no later than the fifth Business Day after the notice

has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth Business Day after the date the act is performed.

Under **Section V – Claims Provisions**, the following provision has been added:

In the event of a weather-related catastrophe or major Natural Disaster, as defined by the commissioner, the claim handling deadlines imposed under Section V – Claims Provisions are extended for an additional 15 days.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us more than two years and one day after the loss starting from the date the claim is denied in whole or in part.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: This policy may not be cancelled based solely on the fact that the You are an elected official. If the policy has been in effect for 60 days or less, We may cancel for any reason. If the policy has been in effect for more than 60 days, We may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud in obtaining coverage under this policy;
- c) an increase in hazard within Your control which would produce an increase in the rate;
- d) loss of Our reinsurance covering all or part of the risk covered by this policy; or
- e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

We shall mail or deliver written notice of cancellation to You at the address shown in the Declarations, Schedule of Benefits or Confirmation of Benefits at least 10 days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice of cancellation.

Nonrenewable: This is a nonrenewable policy.

Utah Residents

Form #: 05 LTP0041 45 10 13

The "Free Look Period" shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 30 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

The following provision is added to **Section IV, Coverage Provisions:**

Dispute Resolution Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us, The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show We were prejudiced by the failure.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Virginia Residents

Form #: 05 LTP0041 47 12 13

Under **Section VI – General Provisions**, the following provisions have been added:

Bankruptcy and Insolvency: Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of Our obligations under this policy. Any party who has obtained a judgment against You, which is returned unsatisfied, may bring an action against Us to recover damages insured by the policy.

Cancellation: After 14 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

Wyoming Residents

Form #: 05 LTP0041 51 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 4 years after the loss. This 4 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.