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UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

ADAM ELGINDY, JULIANNE
CHUANROONG, and ANDREW TASAKOS,
on behalf of themselves, the general public, and
those similarly situated,

Plaintiffs,

v.

AGA SERVICE COMPANY (d/b/a ALLIANZ
GLOBAL ASSISTANCE), JEFFERSON
INSURANCE COMPANY, and BCS
INSURANCE COMPANY,

Defendants.

Case No. 20-cv-06304-JST

**AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiffs Adam Elgindy, Julianne Chuanroong, and Andrew Tasakos, by and through their counsel, bring this class action against Defendants AGA Service Co. d/b/a Allianz Global Assistance (“AGA” or “Allianz”), Jefferson Insurance Company (“Jefferson”), and BCS Insurance Company (“BCS”) (collectively, “Defendants”) to seek redress for Defendants’ unlawful, unfair, and deceptive practices relating to their online marketing and sale of insurance policies on the checkout pages of ticketing and travel websites.

2. This is a case about Defendants’ longstanding practice of charging consumers with hidden fees. On major event and travel websites, including ticketmaster.com and the websites of the major airlines, Defendants purport to make a straightforward offer to consumers: insurance for the event tickets and travel arrangements consumers purchase on those websites. However, Defendants secretly and unfairly charge unsuspecting consumers additional fees, *on top of the calculated premium*, without disclosing that they are charging those fees. In places other than the checkout screens where the transactions occur, Defendants try to justify those fees by representing that the fees are for a supposed assistance service. That service purports to allow insureds to spend time on the telephone with AGA’s customer service representatives to request information about various topics, such as directions, weather, restaurants, hotels, new travel arrangements, and possibly medical needs. But consumers are unaware of any such service and they do not want it; and they certainly do not want to pay what Defendants charge for it.

3. Under California and Washington law, Defendants must file their insurance rates with the insurance commissioner and cannot charge any rates or fees above their approved filings.

4. Under California law, an appointed agent such as AGA is not permitted to collect a fee for services constituting or arising out of the transaction of insurance. In the end, the assistance service is a sham and a pretext to collect illegal fees at the expense of millions of consumers. Under Washington law, an insurance agent such as AGA is not permitted to collect a fee or compensation from consumers in connection with the insurance unless, prior to the sale: (a) it provides written disclosure of the compensation it receives from both the consumer and the insurer and (b) the consumer provides written consent to the fees and commissions at issue.

5. Here, Defendants present an offer of insurance for a single price that, unbeknownst to consumers, consists of both an insurance premium and a required fee for add-on services. The bundled fee for assistance services was not filed with or approved by the insurance commissioner. AGA does not provide written disclosure of its compensation to insureds and, of course, insureds do not sign any such disclosures.

6. In sum, Defendants have devised a scheme to circumvent insurance laws, and the assistance service is just a pretext to collect illegal fees at the expense of millions of consumers.

7. Plaintiffs bring this action on behalf of themselves, the general public, and classes of similarly situated individuals, seeking a judgment against Defendants that would, among other things: (1) prohibit Defendants from charging mandatory and/or undisclosed fees (in addition to premiums) for AGA's role (whether purportedly for "assistance" services or otherwise) in connection with the insurance purchases; (2) require Defendants to plainly and truthfully disclose all premiums, fees, and charges to consumers prior to their online purchase of insurance and to give consumers the option to accept or decline particular add-on fees; and (3) require Defendants to pay restitution or damages to Plaintiffs and class members.

PARTIES

8. Adam Elgindy is, and at all times alleged herein was, an individual and a resident of Carlsbad, California.

9. Julianne Chuanroong is, and at all times alleged herein was, an individual and a resident of San Francisco, California.

10. Andrew Tasakos is, and at all times alleged herein was, an individual and a resident of Shoreline, Washington.

11. Defendant AGA Services Co. d/b/a Allianz Global Assistance ("AGA") is a Virginia corporation headquartered in Richmond, Virginia. AGA maintains its principal place of business at 9950 Mayland Drive, Richmond, VA 23233. AGA is an affiliate of Jefferson and AGA is Jefferson's registered agent and registered administrator for insurance business transacted in or issued in California and Washington. AGA is BCS's registered agent and registered administrator for insurance business transacted in or issued in California and Washington. AGA

1 has substantial contacts with and receives substantial benefits and income from California and
2 Washington, and throughout the United States.

3 12. Defendant Jefferson Insurance Company is a New York corporation headquartered
4 in Richmond, Virginia. Jefferson maintains its principal place of business at 9950 Mayland Drive,
5 Richmond, VA 23233. Jefferson underwrites some of the insurance policies at issue in this
6 lawsuit. Jefferson, directly and through its agents, has substantial contacts with and receives
7 substantial benefits and income from California and Washington, and throughout the United
8 States.

9 13. Defendant BCS Insurance Company is an Ohio corporation headquartered in
10 Oakbrook Terrace, Illinois. BCS maintains its principal place of business at 2 Mid America Plaza
11 Suite 200, Oakbrook Terrace, Illinois 60181. BCS underwrites some of the insurance policies at
12 issue in this lawsuit. BCS, directly and through its agents, has substantial contacts with and
13 receives substantial benefits and income from California and Washington, and throughout the
14 United States.

15 14. AGA, Jefferson, and BCS are referred to collectively herein as “Defendants.”

16 15. With respect to the allegations herein, AGA acted as the agent of Jefferson or BCS
17 and, in doing the things herein alleged, was acting within the scope and course of its authority as
18 such agent.

19 16. With respect to the allegations herein concerning policies underwritten by
20 Jefferson: (a) the acts and omissions of each of AGA and Jefferson concurred and contributed to
21 the various acts and omissions of each other in proximately causing the injuries and damages as
22 herein alleged; (b) AGA and Jefferson each aided and abetted the acts and omissions of each
23 other in proximately causing the damages, and other injuries, as herein alleged; (c) AGA and
24 Jefferson each ratified each and every act or omission complained of herein; and (d) AGA and
25 Jefferson were each a member of, and engaged in, a joint venture, partnership and common
26 enterprise, and acting within the course and scope of, and in pursuance of, said joint venture,
27 partnership and common enterprise.
28

17. With respect to the allegations herein concerning policies underwritten by BCS:

(a) the acts and omissions of each of AGA and BCS concurred and contributed to the various acts and omissions of each other in proximately causing the injuries and damages as herein alleged;

(b) AGA and BCS each aided and abetted the acts and omissions of each other in proximately causing the damages, and other injuries, as herein alleged; (c) AGA and BCS each ratified each and every act or omission complained of herein; and (d) AGA and BCS were each a member of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

18. Jefferson is jointly and/or vicariously liable for Allianz's wrongful conduct in connection with the marketing and sale of Jefferson policies; and BCS is jointly and/or vicariously liable for Allianz's wrongful conduct in connection with the marketing and sale of BCS policies.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class members, and (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs.

20. This Court has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. Section 1367.

21. The injuries, damages and/or harm upon which this action is based, occurred or arose out of activities engaged in by Defendants within, affecting, and emanating from, the State of California. Defendants regularly conduct and/or solicit business in, engage in other persistent courses of conduct in, and/or derive substantial revenue from services provided to persons in the State of California. Defendants have engaged, and continue to engage, in substantial and continuous business practices in the State of California. Defendants' wrongful acts and omissions occurred in California.

22. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in the state of California, including within this District.

23. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

DETAILED SUBSTANTIVE ALLEGATIONS

24. Insurance is a highly regulated service in every state. California requires insurers and their agents to obtain approval for insurance rates prior to offering those policies and rates to consumers, and to clearly identify the approved insurance premium to consumers. *See* Cal. Ins. Code § 1861.01(c) (“insurance rates subject to this chapter must be approved by the commissioner prior to their use”), § 1861.05 (“No rate shall be approved or remain in effect which is excessive, inadequate, unfairly discriminatory or otherwise in violation of this chapter.”); *see also* Cal. Ins. Code § 381 (providing an insurance policy must specify a statement of the premium). There are also strict requirements if an insurance producer wishes to charge a fee for its services. Only brokers may charge a broker’s fee, and only after required disclosures are made. *See* Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not agents, to collect fees, and only pursuant to strict disclosure requirements). Accordingly, producers must identify any fees they charge separately from the premium and in sufficient detail for consumers to understand the fees and for there to be a determination that the fees are in compliance with the insurance laws and regulations.

25. Washington requires insurers and their agents to obtain approval for insurance rates prior to offering those policies and rates to consumers, and to clearly identify the approved insurance premium (inclusive of all fees and charges required for the procurement of the insurance) to consumers. *See* RCW 48.19.040, 48.18.180. There are also strict requirements if an insurance producer wishes to charge a fee for its services. An insurance agent (or producer) such as AGA is not permitted to collect a fee or compensation from consumers unless (a) it provides written disclosure of the compensation it receives from both the consumer and the insurer and (b) the consumer provides written consent to the fees and commissions at issue. *See* RCW 48.17.270. Insurance producers cannot charge fees in connection with the procurement of

1 insurance, above what they earn in regular commissions, without having advised the prospective
 2 insured, in writing, the amount they will be charged. *See* WAC 284-30-750. Accordingly,
 3 producers must identify any fees they charge separately from the premium and in sufficient detail
 4 for consumers to understand the fees and for there to be a determination that the fees are in
 5 compliance with the insurance laws and regulations. The Washington legislature has declared that
 6 it is unfair and against the public interest to violate Washington insurance laws and regulations,
 7 and provided that such violations are actionable under Washington’s Consumer Protection Act.
 8 *See* RCW 19.86.170, 48.01.030, 48.30.010; WAC 284-30-750.

9 26. Reasonable consumers expect that insurers and their agents comply with all laws
 10 and regulations, that insurance premiums will be clearly identified prior to purchase, and that any
 11 separate, additional, producer, or non-insurance service or fee will also be clearly identified prior
 12 to any agreement to pay for such fee. Reasonable consumers who are quoted a single price for
 13 insurance reasonably assume that price is a lawful and approved premium and not a vehicle for
 14 hidden fees added to the insurance premium. In any event, California and Washington laws
 15 prohibit Defendants from imposing hidden and/or mandatory add-on fees in their insurance offers
 16 to consumers.

17 27. AGA markets and sells the event ticket insurance and trip insurance policies at
 18 issue. AGA is responsible for obtaining approval of the Jefferson and BCS policies and rates at
 19 issue. AGA is responsible for charging and collecting the premiums and fees at issue. AGA
 20 purports to provide a supposed “assistance service” for which it deceptively, unfairly, and
 21 unlawfully charges consumers, and has been unjustly enriched by those unlawful, unfair, and
 22 undisclosed fees.

23 **I. Defendants Charge Unsuspecting Consumers for Supposed “Non-Insurance**
 24 **Assistance Services” in Conjunction with Event Ticket Insurance**

25 28. When purchasing tickets to events from online websites or mobile apps,
 26 consumers are often presented with the option to insure their purchase. Defendants are the
 27 dominant providers of event ticket insurance in California, Washington, and the United States,
 28 and the main (if not only) provider of such insurance on the Ticketmaster.com website.

29. As shown in the example below, when consumers purchase event tickets on Ticketmaster.com and similar websites, Defendants present consumers with an offer of insurance during the checkout process. When such an offer is presented to a consumer, Defendants' offer is the only available option for protecting the event ticket purchases.

The screenshot shows the Ticketmaster checkout interface. At the top, there is a blue header with the Ticketmaster logo, the word 'Checkout', and a 'Time Remaining 07:20' indicator. Below the header, the page is divided into two main sections. The left section is titled 'Ticket Insurance' with a green checkmark icon. It contains the following text: 'Get reimbursed up to 100% with Event Ticket Insurance for an additional \$9.00 per ticket.' Below this, a paragraph explains the insurance coverage: 'If you can't attend this event for a number of reasons like covered illness, airline delays, traffic accidents, weather emergencies, if you are required to work, and more, you can be reimbursed for this purchase. Why insure your tickets? Event ticket insurance protects your financial investment in the event tickets including taxes and shipping costs (up to the amount of your plan limits) should you not be able to attend the event for a covered reason. Protection also includes parking and other event related items that have been added to your order. Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#). By clicking yes, you authorize Ticketmaster to send your name, address, and credit card information to AGA Service Company, who will charge your card on the terms described above. **ATTENTION** - IMPORTANT COVERAGE LIMITATIONS: [COVID-19](#)' There are two radio button options: 'YES, Protect my Ticket Purchase to Jacqueline Novak at Erickson Theatre Off Broadway on 04-Nov-20 (Highly Recommended)' and 'No, do not protect my Jacqueline Novak ticket purchase.' Below these options, it states '9,196 people protected their tickets in the last 7 days'. The right section shows the 'Total' as '\$39.50' with a dropdown arrow. Below the total, it says 'All Sales Final - No Refunds' and 'By continuing past this page and clicking "Place Order", you agree to our [Terms of Use](#).' There is a green 'Place Order' button. Below the button, there is a placeholder image for the event, showing a blue background with a purple dot and the word 'STAGE' in a black box. At the bottom of the right section, it says 'Jacqueline Novak: Get on Your Knees' and 'Tue • Nov 3 • 8:00 PM'.

30. The offer is plainly described as “Ticket Insurance” and “Event Ticket Insurance for an additional \$[amount] per ticket.” Accordingly, reasonable consumers understand the insurance premium to equal the quoted price (here, \$9). Unbeknownst to the consumer, the \$9 price quoted above consists of “\$7.53 for insurance and \$1.47 for assistance.” The “assistance” service is essentially a toll-free line to customer service representatives. The “Ticket Insurance” offer never mentions any agent’s fee or any charge (in addition to any calculated insurance premium) for a supposed non-insurance assistance service. Typically, a consumer will purchase the insurance without ever realizing that he or she paid AGA for access to a toll-free customer service line.

31. The “Ticket Insurance” offer includes a hyperlink for “Plan details and disclosures,” but it does not provide sufficient notice to consumers that they are being charged for

1 supposed non-insurance services on top of the premium for the insurance product. First, there is
 2 no statement within the offer that the price includes a fee for non-insurance services. Second, the
 3 hyperlink is in fine print and follows the sentence “Terms and exclusions (incl. for pre-existing
 4 conditions) apply.” That suggests that the plan details accessible by hyperlink concern the
 5 insurance terms, not that there is a separate fee for a supposed non-insurance service. Third, even
 6 if a consumer follows the hyperlink, the landing page includes a prominent list of three benefits in
 7 a table at the top of the page: (1) “Ticket Cancellation Coverage,” for “Up to event ticket cost”
 8 (subject to a maximum); (2) “Viewer Advantage,” characterized as “Included;” and (3) “Pre-
 9 existing Medical Condition Exclusion Waiver,” described as “Available.” This table again
 10 provides no notice to a reasonable consumer that he or she will be charged both an insurance
 11 premium *and a mandatory additional fee*, supposedly for assistance services.

12 32. After purchasing the event ticket insurance, the customer is sent a confirmation
 13 email containing the policy number and total cost of the insurance. The email confirmation
 14 includes a hyperlink to the “policy documents.” The vast majority of insureds never follow the
 15 link to the policy documents. The policy documents also include a cover letter, which, for the first
 16 time, identifies a separate charge for “assistance” services, which AGA and Jefferson call
 17 “Viewer Advantage Services” in their event ticket insurance policy documents. These
 18 “assistance” or “Viewer Advantage Services” entitle insureds to call a toll-free number to speak
 19 with customer service representatives to obtain various types of information, including directions,
 20 information concerning nearby restaurants, hotels, and parking garages, weather forecasts,
 21 destination information, information related to replacing passports, and information regarding
 22 doctors and medical facilities. To access such informational assistance services, insureds must
 23 supply their policy number and other information about the insured event (such as the venue and
 24 date).

25 33. There is no significant demand in the market for the assistance benefits
 26 purportedly offered by AGA, in the form in which they are offered. Reasonable consumers who
 27 insure their event ticket purchases are not interested in paying AGA so that they have the option
 28 to call AGA for information encompassed within AGA’s “Viewer Advantage Services.”

1 Consumers who purchase event tickets online and through mobile applications can readily and
2 promptly find the information encompassed within AGA's "Viewer Advantage Services" for *free*,
3 and on demand, using the internet and widely available applications (such as from Google, Apple,
4 Yelp, and many other service providers). Reasonable consumers are not interested in paying
5 money to have the option to call AGA's toll-free hotline, after first searching for their insurance
6 policy number and other information regarding their event, then spending several (and likely
7 many) minutes on hold and/or speaking to multiple service representatives, having customer
8 service agents note their inquiries, conduct searches related to those inquiries, and then eventually
9 (hours or days later) email or call the insureds back with some of the requested information. That
10 is an inefficient, slow, and belabored process for obtaining information, especially as compared to
11 the widely available means of obtaining such information promptly and for free. Given that
12 reality, and given that Defendants make no mention of any separate charges for such services at
13 the time they present their insurance offers to consumers, consumers have no reason to suspect
14 they are being charged for AGA's non-insurance assistance service at the time they insure their
15 event ticket purchases. Consumers would not pay for such a service if given the choice whether to
16 do so.

17 34. Neither the insurance offer nor any other portion of the checkout pages where
18 online event ticket purchases are completed display, on those pages, the specific amount the
19 consumer will be charged for supposed non-insurance assistance benefits, and consumers have no
20 ability to obtain the ticket insurance while declining the embedded assistance fee.

21 35. AGA does post (on its website) pricings sheets for its supposed non-insurance
22 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
23 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
24 prior to purchasing the insurance on other websites, (c) the pricing sheets are sometimes
25 inconsistent with the fees Defendants actually charge consumers (as Defendants sometimes
26 charge consumers more for assistance services than the amounts stated in the pricing sheets), and
27 (d) the pricing factors set forth in those documents undermine AGA's characterization of the fees
28 as merely for non-insurance assistance services. Defendants represent on the pricing sheets that

1 fees for assistance services in connection with events depend on the cost of the event tickets and
2 the booking window (the time between the purchase and the event date). But those factors are
3 also used to calculate premiums, and those factors bear no reasonable relation to the cost of the
4 information service, which should not vary in price depending on the cost of the event or on the
5 consumer's booking window.

6 36. If AGA were genuinely attempting to market an informational assistance service,
7 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat, low
8 fee and highlight some competitive edge over the alternative free sources of information available
9 to consumers. Instead, AGA *hides* its agency fee and the assistance service from consumers at the
10 point of purchase, uses a formula that *increases* the fee according to the purchase and risk at
11 issue, and does not actually invest in providing a convenient informational assistance service. To
12 minimize attention to the additional fees it charges, AGA sends contradictory messages to two
13 different audiences: (a) suggesting to consumers (during the solicitation) that there is just a single
14 insurance premium (to keep them ignorant of the additional charge), while (b) suggesting to
15 regulators that the fee for assistance services is distinct from the insurance premium (to present a
16 lower premium figure and to try to avoid further scrutiny of the "non-insurance" fee).

17 37. Regardless of how Defendants' "assistance" fees are ultimately characterized—
18 whether as an artifice to collect an unlawful agent's fee or as genuinely for non-insurance services
19 (that no one wants)—the result is the same: Defendants collect more from consumers than they
20 should. Defendants did not receive approval from the California Department of Insurance to
21 charge these mandatory, hidden fees on top of the premium. If Defendants followed the laws and
22 regulations, they would not be charging such fees. And if Defendants disclosed the fees to
23 consumers prior to purchase, consumers would not pay for the fees. Defendants are continuing to
24 charge and collect sums that they are not allowed to collect by law and which are more than
25 consumers would pay if they understood Defendants' practices.

26 38. In sum, Defendants' practice of charging consumers for supposed "assistance" in
27 connection with event ticket insurance is deceptive, unfair, and unlawful.
28

II. Defendants Charge Unsuspecting Consumers for Supposed “Non-Insurance Assistance Services” in Conjunction with Trip Insurance

39. When purchasing airfare and similar travel fares or accommodations from online websites or mobile apps, consumers are often presented with the option to insure their purchase. Defendants are the largest providers of trip/travel insurance in California, Washington, and the United States.

40. When Defendants present an insurance offer, it is the only available option. Examples of offers made by Defendants on the websites of Hawaiian Airlines, American Airlines, Alaska Airlines, and Jet Blue Airways are below:

Trip Insurance

Protect Your \$388.20 Trip Allianz

☐ Yes, add Trip Insurance for \$24.26 total. ✓ Recommended

1,299 people protected their trip in the last 7 days. One low price protects all passengers.

Top reasons to purchase protection:

- ✓ **Rest assured** knowing you can get back up to 100% for covered trip cancellation and trip interruption
- ✓ **Improve your experience** with benefits for eligible meals and accommodations due to a covered travel delay
- ✓ **Enjoy peace of mind** with protection for lost, damaged or delayed luggage throughout your entire trip
- ✓ **Get help when you need it** with our 24/7 assistance in the event of a travel or medical emergency

☐ No, thank you. I understand by declining protection I may be responsible for non-refundable expenses.

IMPORTANT COVERAGE LIMITATIONS: COVID-19

Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures.](#)

Trip Insurance

① 32,950 American Airlines customers protected their trip in the last 7 days



(* Required)

Add Trip Insurance? *

- ☐ **Yes**, protect my trip for a total of **\$22.75**. ✓ **Recommended**
Provides up to 100% reimbursement for covered trip cancellation. Also includes benefits for trip interruption, travel delay, baggage protection, and 24/7 assistance.
- ☐ No, I choose not to protect my **\$143.10** purchase. I understand by declining coverage I may be responsible for cancellation fees and expenses.

Review Period: If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Plans are non-refundable after this period.

① IMPORTANT COVERAGE LIMITATIONS: [COVID-19](#)

Recommended, offered and sold by a third party, Allianz Global Assistance, not American Airlines. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#)

Add travel insurance (highly recommended)

Protect your \$437.21 trip to Portland.

Highly Recommended

YES

Add protection for \$27.33 total.

- **Compensation**
Up to 100% reimbursement for covered trip cancellation and interruption
- **Peace of mind**
Insurance for covered travel delay expenses and lost, stolen or damaged baggage
- **Help when you need it**
24/7 assistance in the event of a travel or medical emergency
- **COVID-19**
Provides reimbursement for certain expenses if you or a travel companion gets sick with COVID-19 (see links below)

NO

No, thank you. I understand my \$437.21 trip will not be protected.

Read what another Alaska guest had to say about travel insurance:

"With the uncertainty of COVID-19, I think flight insurance is wise." — *Olivia M., Rosalia, WA. Sept 2021*

👤 39,112 guests protected their trip in the last 7 days



① [COVID: More about coverage, limitations, & exclusions](#)

Recommended/offered/sold by Allianz Global Assistance. Underwriter: Jefferson Insurance Company or BCS Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. [Plan & Pricing details, disclosures](#)

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The screenshot shows the JetBlue website's 'Payment' section. At the top, the JetBlue logo is on the left, and navigation links for 'Go to JetBlue.com Home', 'Español', 'Help', 'TRUEBLUE', 'SIGN IN', and 'JOIN' are on the right. Below this is a dark blue navigation bar with links for '1. SEARCH', '2. FLIGHTS', '3. TRAVELERS', '4. SEATS', '5. EXTRAS', and '6. PAYMENT'. The '6. PAYMENT' link is highlighted. Below the navigation bar, the word 'Payment' is displayed in a large, bold, blue font. Underneath, the section 'Add Travel Protection' is shown. It features two radio button options: 'Yes, I want to protect my non-refundable trip for only \$23.63. (Highly Recommended)' and 'No, I choose not to protect my \$168.20 non-refundable trip and understand I am responsible for cancellation fees and delay expenses.' The 'Yes' option is selected. Below the options, a list of benefits is provided: 'Compensation: Get back up to 100% for covered trip cancellation or interruption', 'Peace of mind: Benefits for lost, stolen or damaged personal belongings', 'Delay insurance: Reimburses for eligible, unexpected meals, accommodations and bag delay expenses', and 'Help when you need it: 24/7 assistance in the event of a travel or medical emergency'. A small icon and text indicate '19 customers protected their trip in the last 15 minutes'. At the bottom of the section, a 'Review Period' note states: 'If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Premiums are non-refundable after this period.' Below this, an 'IMPORTANT COVERAGE LIMITATIONS: COVID-19' section states: 'Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. Plan details and disclosures.'

14 41. As indicated above, a single total price is identified for the “insurance” or
15 “protection” prior to purchase. The consumer may “add Trip Insurance” or “protect” the trip for
16 that specific price.

17 42. Defendants do not always include a reference to any assistance service or benefits,
18 but when they do include a reference, it is briefly mentioned as one of the benefits of the
19 “insurance” and is typically characterized as related to a “travel or medical emergency.” Within
20 these point-of-sale offers, Defendants do not identify assistance benefits as separate, non-
21 insurance services and Defendants do not indicate that the assistance services come with an
22 additional charge, separate from the premium.

23 43. The hyperlink to “plan details and disclosures” does not provide sufficient notice
24 to consumers that they are being charged for supposed non-insurance services on top of the
25 calculated premium for the insurance product. First, there is no statement within the offer that the
26 price includes a fee for non-insurance services. Second, the hyperlink is in fine print and follows
27 the sentence “Terms and exclusions (incl. for pre-existing conditions) apply.” That suggests that
28 the plan details accessible by hyperlink concern the insurance terms, not that there is a separate

1 fee for a supposed non-insurance service. Third, even if a consumer follows the hyperlink, the
 2 landing page has a table at the top of the page, which includes a prominent list of benefits (such
 3 as “Trip Cancellation Coverage,” “Trip Interruption Coverage,” “Travel Delay Coverage,” and
 4 “Baggage Loss Coverage”), and the benefit entitled “24 Hour Assistance” is identified as
 5 “Included,” without any indication that there is a separate charge for that benefit. This table
 6 provides no notice to a reasonable consumer that he or she will be charged both an insurance
 7 premium *and a mandatory additional fee*, supposedly for assistance services

8 44. After purchasing the trip insurance, the customer is sent a confirmation email that
 9 contains the policy number and the total cost of the insurance. The email confirmation includes a
 10 hyperlink to the “policy documents.” The vast majority of insureds never follow the link to the
 11 policy documents. The policy documents also include a cover letter, which, for the first time,
 12 identifies a separate charge for “assistance.” Summaries of the types of information insureds may
 13 request through Defendants’ assistance service appear in the policy documents under the headings
 14 “Travel Services During Your Trip” and “Concierge Services,” the vast majority of which are
 15 inapplicable to or not valued by purchasers of the policies. These services entitle insureds to call a
 16 toll-free number to speak with customer service representatives to obtain various types of
 17 information, including where to refill prescriptions, where to find child care equipment, referrals
 18 to pet care services, destination information (including information concerning nearby
 19 restaurants, hotels, events, and activities), information regarding business services, information
 20 regarding gift deliveries, information related to replacing passports, information regarding doctors
 21 and medical facilities, legal referrals, and finding translation services. To access such
 22 informational assistance services, insureds must supply their policy number and other
 23 information.

24 45. There is no significant demand in the market for the assistance benefits
 25 purportedly offered by AGA, in the form in which they are offered and separate from actual claim
 26 events. This is especially true of domestic travel. Reasonable consumers who insure their trips do
 27 not retain AGA’s telephone numbers and their insurance policy numbers, and are not interested in
 28 paying AGA so that they have the option to call AGA for information encompassed within

1 AGA's travel assistance services. Consumers who purchase airfare online and through mobile
2 applications can readily find the information encompassed within AGA's assistance services for
3 *free*, and on demand, using the internet and widely available applications (such as from Google,
4 Apple, Yelp, and many other service providers), or from more local or personalized sources than
5 AGA can offer. Reasonable consumers are not interested in paying money to have the option to
6 call AGA's toll-free hotline, after first searching for their insurance policy number and other
7 information regarding their event, then spending several (and likely many) minutes on hold
8 and/or speaking to multiple service representatives, having customer service agents note their
9 inquiries, conduct searches related to those inquiries, and then eventually (hours or days later)
10 email or call the insureds back with some of the requested information. That is an inefficient,
11 slow, and belabored process for obtaining information, especially as compared to the widely
12 available means of obtaining such information promptly and for free. Given that reality, and
13 given that Defendants make no mention of any separate charges for such services at the time they
14 present their insurance offers to consumers, consumers have no reason to suspect they are being
15 charged for AGA's non-insurance assistance service at the time they insure their event ticket
16 purchases. Consumers would not pay for such a service if given the choice whether to do so.

17 46. In any event, the vast majority of insureds are not aware of the availability of those
18 services or that they have been charged for them.

19 47. Neither the insurance offer nor any other portion of the checkout pages where
20 online travel purchases are completed display, on those pages, the specific amount the consumer
21 will be charged for supposed non-insurance assistance benefits, and consumers have no ability to
22 obtain the travel insurance while declining the embedded assistance fee.

23 48. AGA does post (on its website) pricings sheets for its supposed non-insurance
24 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
25 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
26 prior to purchasing the insurance on other websites, (c) the pricing sheets are sometimes
27 inconsistent with the fees Defendants actually charge consumers (for example, the AGA/BCS
28 pricing sheet for the Domestic Trip Protector Plus represents that the standard assistance fee is

1 1%, but Plaintiff Chuanroong was charged varying amounts significantly above that percentage,
 2 including: \$4.37 “for assistance” for her May 2019 purchase (airfare cost of \$223.59) and \$2.25
 3 “for assistance” for her January 2020 purchase (airfare cost of \$158.20)), and (d) the pricing
 4 factors set forth in those documents belie AGA’s characterization of the fees as merely for non-
 5 insurance assistance services. Defendants AGA and BCS state on pricing sheets that the price of
 6 assistance services is a percentage of the ticket cost, and AGA and Jefferson represent on other
 7 pricing sheets that fees for assistance services for travel depend on the cost of the trip and the age
 8 of the insured. But those factors are also used to calculate premiums, and those factors bear no
 9 reasonable relation to the cost of the supposed assistance services, which should not vary
 10 dramatically in price depending on the trip cost and the age of the insured.

11 49. If AGA were genuinely attempting to market an informational assistance service,
 12 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat,
 13 attractive fee and highlight some competitive edge over the alternative sources of information
 14 available to consumers. Instead, AGA *hides* its agency fee and the assistance service from
 15 consumers at the point of purchase, uses a formula that *increases* the fee according the purchase
 16 and risk at issue, and does not actually invest in providing a convenient informational assistance
 17 service. To minimize attention to the additional fees it charges, AGA sends contradictory
 18 messages to two different audiences: (a) suggesting to consumers (during the solicitation) that
 19 there is just a single insurance premium (to keep them ignorant of the additional charge), while
 20 (b) suggesting to regulators that the fee for assistance services is distinct from the insurance
 21 premium (to present a lower premium figure and to try to avoid further scrutiny of the “non-
 22 insurance” fee).

23 50. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
 24 whether as an artifice to collect an unlawful agent’s fee or as genuinely for non-insurance services
 25 (that no one wants)—the result is the same: Defendants collect more from consumers than they
 26 should. Defendants did not receive approval from the California Department of Insurance to
 27 charge these mandatory, hidden fees on top of the premium. If Defendants followed the laws and
 28 regulations, they would not be charging such fees. And if Defendants disclosed the fees to

1 consumers prior to purchase, consumers would not pay for the fees. Defendants are continuing to
 2 charge and collect sums that they are not allowed to collect by law and which are more than
 3 consumers would pay if they understood Defendants' practices.

4 51. In sum, Defendants' practice of charging consumers for supposed "assistance" in
 5 connection with trip insurance is deceptive, unfair, and unlawful.

6 **III. Plaintiff Elgindy's Experience**

7 52. On or about January 24, 2020, Plaintiff Elgindy visited the website
 8 Ticketmaster.com to purchase two tickets to a live event (a Rammstein concert at the Los Angeles
 9 Memorial Coliseum). The tickets were \$74.50 each, with a \$5 facility charge for each, a \$15.90
 10 service fee for each, and \$5.75 order processing fee, for a total charge of about \$196.85.

11 53. During the checkout process for that purchase, Elgindy was presented with an
 12 offer from AGA and Jefferson to purchase insurance for the event tickets. The offer was
 13 presented in a manner substantially similar to the example set forth in paragraph 24 herein. There
 14 was a box/section on the checkout page presenting him with an option to insure his event ticket
 15 purchase. AGA designed, controlled, and possesses the exact offer text presented to Plaintiff
 16 Elgindy.

17 54. AGA and Jefferson's offer was the only insurance option presented to Plaintiff
 18 Elgindy. There was no choice of plans or insurers during the checkout process, and very limited
 19 information was provided regarding the insurance. A single price of \$18.50 was stated as the
 20 price of the "ticket insurance." There was no indication that any other fees other than an insurance
 21 premium was included in that price. There was no mention of "non-insurance assistance services"
 22 in the offer. (Unbeknownst to Plaintiff Elgindy at the time he accepted the offer of insurance, the
 23 total amount he was charged for the insurance comprised \$16.38 in event insurance premium and
 24 \$2.12 in mandatory assistance services fees, which may be characterized as an unlawful agent's
 25 fee.)

26 55. Neither the insurance offer nor any other portion of the checkout pages disclosed
 27 (a) a specific breakdown of the components of the price for the insurance; (b) that the price
 28 included an unlawful agent's fee; (c) the existence and amount of the fee for supposed non-

1 insurance assistance benefits; and/or (d) any material facts about the nature of such “assistance”
2 services, or that the supposed “assistance” service is largely a sham (as purchasers of event ticket
3 insurance are generally not aware of it, do not value it, and Defendants were and are not prepared
4 to actually provide the service in a way that would provide actual value to consumers).

5 56. Plaintiff Elgindy was not aware of the existence of any fee in addition to the
6 insurance premium and was not aware of any of the foregoing facts at the time he purchased the
7 ticket insurance. As a result of those material omissions, Plaintiff Elgindy agreed to pay AGA and
8 Jefferson to insure his event tickets and believed that the amount he paid AGA and Jefferson was
9 for the ticket insurance only and that the amount charged was determined by a regulated, lawful
10 process. Plaintiff Elgindy was seeking only lawful and proper insurance; he was not seeking
11 informational “assistance” services and did not place any value on the information services
12 purportedly included in AGA’s “Viewer Advantage Services.” He was not aware of and did not
13 agree to pay for any additional or unlawful agent’s fee or any additional “assistance” service that
14 Defendants purport to offer to their insureds.

15 57. On or about January 24, 2020, AGA sent Plaintiff Elgindy a confirmation email
16 regarding his purchase of event ticket insurance. The email identified the policy number and the
17 total amount paid (\$18.50); it did not identify either the insurance premium or the cost of any
18 purported assistance benefits in the body of the email. The email confirmation includes a
19 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
20 confirmation letter, a “Declaration of Coverage,” the Jefferson insurance policy/certificate form
21 (including a description of the “Viewer Advantage Services” and an endorsement entitled
22 “Required to Work”), and the privacy policy of AGA and Jefferson. The cover letter disclosed,
23 for the first time, that Plaintiff Elgindy was being charged “\$16.38 for insurance and \$2.12 for
24 assistance.” However, Plaintiff Elgindy did not see the hyperlink to the policy documents, had no
25 reason to believe that those documents would reveal a hidden charge for “assistance” services,
26 and did not review those documents during the 10-day cancellation period for the policy.

27 58. Plaintiff Elgindy would have declined the fee for Defendants’ supposed
28 “assistance” service, and the entire offer, if Defendants had fully and fairly disclosed: (a) that

AGA charged an unlawful agent's fee in addition to the premium; or (b) the existence and amount of the fee/charge for supposed "assistance" services and basic information about the supposed "assistance service" (such as that it was a toll-free number for presenting inquiries to customers service representatives regarding the topics included in the Viewer Advantage Services), which would have allowed him to understand that the supposed "assistance" service is worthless, does not provide actual material benefits to him or other consumers, and is a pretext for increasing Defendants' profits. Plaintiff Elgindy would have paid less than he did if AGA and Jefferson had complied with California law and charged him only an approved premium, rather than unfairly, unlawfully, and deceptively including an undisclosed, additional fee in the cost of the insurance. Plaintiff Elgindy would not have purchased insurance from AGA and Jefferson if he had doubts about their integrity and reliability, and he would have had such doubts if AGA and Jefferson had fully and fairly disclosed the material information referenced in the first sentence of this paragraph.

IV. Plaintiff Chuanroong's Experience

A. January 2018 Purchase

59. On or about January 18, 2018, Plaintiff Chuanroong visited the website of Hawaiian Airlines (www.hawaiianairlines.com) to purchase a roundtrip flight from San Francisco, California, to Honolulu, Hawaii, in June 2018. The cost of that fare was \$735.01

60. After selecting her flight, she reached a checkout screen, where she was presented with an offer to purchase insurance for the trip. The offer was presented in a manner substantially similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses the exact offer text presented to Plaintiff Chuanroong.

61. AGA and Jefferson's offer was the only insurance option presented to Plaintiff Chuanroong. There was no choice of plans or insurers during the checkout process, and very limited information was provided regarding the insurance. A single price of \$42.26 was stated as the price of the "insurance." There was no indication that any other fees other than an insurance premium were included in that price. In particular, the insurance offer never mentioned any fee for "non-insurance assistance services." Such services were either not mentioned at all or else

1 assistance benefits were only briefly mentioned without any indication that they were a non-
2 insurance service subject to a separate charge.

3 62. On or about January 18, 2018, AGA sent Plaintiff Chuanroong a confirmation
4 email regarding her purchase of trip insurance. The email did not identify either the insurance
5 premium or the cost of any purported assistance benefits in the body of the email. The email
6 included an attachment, consisting of a confirmation letter, the Jefferson insurance
7 policy/certificate form, and the privacy policy of AGA and Jefferson. The policy documents
8 identified the total cost of the insurance plan as \$42.26, without identifying a specific amount for
9 assistance services. Based on Defendants' practices described herein, the statement in the policy
10 that it "includes both insurance coverage and assistance services," the repeated references in the
11 cover letter to "important" assistance benefits, it is reasonable to infer that Defendants charged
12 Plaintiff Chuanroong an unauthorized, unlawful, unfair, and undisclosed amount for assistance
13 services that can be determined through discovery, and that she did not agree to, did not want, and
14 would have declined.

15 **B. June 2018 Purchase**

16 63. On or about June 15, 2018, Plaintiff Chuanroong visited the website of Alaska
17 Airlines (www.alaskaair.com) to purchase a one-way flight from San Francisco, California, to
18 Newark, New Jersey, in August 2018. The cost of that fare was \$181.20.

19 64. After selecting her flight, she reached a checkout screen, where she was presented
20 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
21 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
22 the exact offer text presented to Plaintiff Chuanroong.

23 65. AGA and Jefferson's offer was the only insurance option presented to Plaintiff
24 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
25 limited information was provided regarding the insurance. A single price of \$21 was stated as the
26 price of the "insurance." There was no indication that any other fees other than an insurance
27 premium was included in that price. In particular, there was no mention in the offer of any fee for
28 "non-insurance assistance services" in the offer. Such services were either not mentioned at all or

1 else assistance benefits were only briefly mentioned without any indication that they were a non-
2 insurance service subject to a separate charge.

3 66. On or about June 15, 2018, AGA sent Plaintiff Chuanroong a confirmation email
4 regarding her purchase of trip insurance. The email did not identify either the insurance premium
5 or the cost of any purported assistance benefits in the body of the email. The email included an
6 attachment, consisting of a confirmation letter, the Jefferson insurance policy/certificate form,
7 and the privacy policy of AGA and Jefferson. The policy documents identified the total cost of
8 the insurance plan as \$21, without identifying a specific amount for assistance services. Based on
9 Defendants' practices described herein, the statement in the policy that it "includes both insurance
10 coverage and assistance services," the repeated references in the cover letter to "important"
11 assistance benefits, it is reasonable to infer that Defendants charged Plaintiff Chuanroong an
12 unauthorized, unlawful, unfair, and undisclosed amount for assistance services that can be
13 determined through discovery, and that she did not agree to, did not want, and would have
14 declined.

15 **C. May 2019 Purchase**

16 67. On or about May 18, 2019, Plaintiff Chuanroong visited the website of JetBlue
17 Airways (www.jetblue.com) to purchase a roundtrip flight from San Francisco to Long Beach,
18 California in June 2019. The cost of that fare was \$223.59.

19 68. After selecting her flight, she reached a checkout screen, where she was presented
20 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
21 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
22 the exact offer text presented to Plaintiff Chuanroong.

23 69. AGA and BCS's offer was the only insurance option presented to Plaintiff
24 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
25 limited information was provided regarding the insurance. A single price of \$22.75 was stated as
26 the price of the "insurance." There was no indication that any other fees other than an insurance
27 premium was included in that price. In particular, the insurance offer never mentioned any fee for
28 "non-insurance assistance services." Such services were either not mentioned at all or else

1 assistance benefits were only briefly mentioned without any indication that they were a non-
2 insurance service subject to a separate charge.

3 70. On or about May 18, 2019, AGA sent Plaintiff Chuanroong a confirmation email
4 regarding her purchase of trip insurance. The email identified the policy number and the total
5 amount paid (\$22.75); it did not identify either the insurance premium or the cost of any
6 purported assistance benefits in the body of the email. The email confirmation includes a
7 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
8 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
9 (including a description of the purported travel assistance services and concierge services), and
10 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
11 time, that Plaintiff Chuanroong was being charged “\$18.38 for insurance and \$4.37 for
12 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
13 had no reason to believe that those documents would reveal a hidden charge for “assistance”
14 services, and did not review those documents during the 10-day cancellation period for the policy.

15 **D. January 2020 Purchase**

16 71. On or about January 15, 2020, Plaintiff Chuanroong visited the website of
17 Skiplagged (skiplagged.com) to purchase an American Airlines flight from San Francisco,
18 California, to Dallas, Texas, in January 2020. The cost of that fare was \$158.20.

19 72. After selecting her flight, she reached a checkout screen, where she was presented
20 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
21 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
22 the exact offer text presented to Plaintiff Chuanroong.

23 73. AGA and BCS’s offer was the only insurance option presented to Plaintiff
24 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
25 limited information was provided regarding the insurance. A single price of \$17.25 was stated as
26 the price of the “insurance.” There was no indication that any other fees other than an insurance
27 premium was included in that price. In particular, the insurance offer never mentioned any fee for
28 “non-insurance assistance services.” Such services were either not mentioned at all or else

1 assistance benefits were only briefly mentioned without any indication that they were a non-
2 insurance service subject to a separate charge.

3 74. On or about January 15, 2020, AGA sent Plaintiff Chuanroong a confirmation
4 email regarding her purchase of trip insurance. The email identified the policy number and the
5 total amount paid (\$17.25); it did not identify either the insurance premium or the cost of any
6 purported assistance benefits in the body of the email. The email confirmation includes a
7 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
8 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
9 (including a description of the purported travel assistance services and concierge services), and
10 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
11 time, that Plaintiff Chuanroong was being charged “\$15.00 for insurance and \$2.25 for
12 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
13 had no reason to believe that those documents would reveal a hidden charge for “assistance”
14 services, and did not review those documents during the 10-day cancellation period for the policy.

15 **E. March 2020 Purchase**

16 75. On or about March 13, 2020, Plaintiff Chuanroong visited the website of
17 HawaiianAirlines (www.hawaiianairlines.com) to purchase a roundtrip flight from San Francisco
18 to Honolulu, Hawaii, in July-August 2020. The cost of that fare was \$497.80.

19 76. After selecting her flight, she reached a checkout screen, where she was presented
20 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
21 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
22 the exact offer text presented to Plaintiff Chuanroong.

23 77. AGA and BCS’s offer was the only insurance option presented to Plaintiff
24 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
25 limited information was provided regarding the insurance. A single price of \$31.11 was stated as
26 the price of the “insurance.” There was no indication that any other fees other than an insurance
27 premium was included in that price. In particular, the insurance offer never mentioned any fee for
28 “non-insurance assistance services.” Such services were either not mentioned at all or else

1 assistance benefits were only briefly mentioned without any indication that they were a non-
 2 insurance service subject to a separate charge.

3 78. On or about March 13, 2020, AGA sent Plaintiff Chuanroong a confirmation email
 4 regarding her purchase of trip insurance. The email identified the policy number and the total
 5 amount paid (\$31.11); it did not identify either the insurance premium or the cost of any
 6 purported assistance benefits in the body of the email. The email confirmation includes a
 7 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
 8 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
 9 (including a description of the purported travel assistance services and concierge services), and
 10 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
 11 time, that Plaintiff Chuanroong was being charged “\$26.13 for insurance and \$4.98 for
 12 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
 13 had no reason to believe that those documents would reveal a hidden charge for “assistance”
 14 services, and did not review those documents during the 10-day cancellation period for the policy.

15 **F. All Purchases**

16 79. In each of the foregoing transactions, neither the insurance offer nor any other
 17 portion of the checkout pages disclosed (a) a specific breakdown of the components of the price
 18 for the insurance; (b) that the price included an unlawful agent’s fee; (c) the existence and amount
 19 of the fee for supposed non-insurance assistance benefits; and/or (d) any material facts about the
 20 nature of such “assistance” services, or that the supposed “assistance” service is largely a sham
 21 (as consumers are generally not aware of it, do not value it, and Defendants were and are not
 22 prepared to actually provide the service in a way that would provide actual value to consumers).

23 80. In each case, Plaintiff Chuanroong was not aware of the existence of any fee in
 24 addition to the insurance premium and was not aware of any of the foregoing facts at the time she
 25 purchased the trip insurance. As a result of those material omissions, Plaintiff Chuanroong agreed
 26 to pay AGA and Jefferson, or AGA and BCS, to insure her trips and believed that the amounts
 27 she paid Defendants were for the trip insurance only and that the amounts charged were
 28 determined by a regulated, lawful process. In each instance, Plaintiff Chuanroong was seeking

1 only lawful and proper insurance; she was not seeking informational “assistance” services and
 2 would have placed no, or hardly any, value on the information services purportedly included with
 3 the travel insurance she purchased. She was not aware of and did not agree to pay for any
 4 additional or unlawful agent’s fee or any additional “assistance” service that Defendants purport
 5 to offer to their insureds.

6 81. With respect to each transaction, Plaintiff Chuanroong would have declined the fee
 7 for Defendants’ supposed “assistance” service, and the entire offer, if Defendants had fully and
 8 fairly disclosed: (a) that AGA charged an unlawful agent’s fee in addition to the premium; or
 9 (b) the existence and amount of the fee/charge for supposed “assistance” services and basic
 10 information about the supposed “assistance service” (such as that it was a toll-free number for
 11 presenting inquiries to customers service representatives regarding the topics included in the
 12 alleged services), which would have allowed her to understand that the supposed “assistance”
 13 service was practically worthless to her, would not provide actual material benefits to her or most
 14 other consumers, and is a pretext for increasing Defendants’ profits. On each of these occasions,
 15 Plaintiff Chuanroong would have paid less than she did if AGA and Jefferson had complied with
 16 California law and charged her only an approved premium, rather than unfairly, unlawfully, and
 17 deceptively including an undisclosed, additional fee in the cost of the “insurance.” Plaintiff
 18 Chuanroong would not have purchased insurance from Defendants if she had doubts about their
 19 integrity and reliability, and she would have had such doubts if Defendants had fully and fairly
 20 disclosed the material information referenced in the first sentence of this paragraph.

21 **V. Plaintiff Tasakos’s Experience**

22 82. On or about April 4, 2019, Plaintiff Tasakos visited the website of Alaska Airlines
 23 (www.alaskaair.com) to purchase roundtrip flight tickets. The cost of that fare was \$114.50.

24 83. After selecting his flight, he reached a checkout screen where he was presented
 25 with an offer to purchase insurance for the trip. In particular, AGA “recommended” that Plaintiff
 26 Tasakos purchase “protection” for his trip for a single price of \$21.00. Plaintiff Tasakos was
 27 required to either accept or decline the insurance offer in order to proceed with his purchase of
 28 flight tickets. The offer was presented in a manner similar to the example set forth in paragraph

1 25 herein, although there were no references to COVID-19 at the time of his purchase and, on
2 information and belief, the fine print hyperlink did not include the word “pricing.” AGA
3 designed, controlled, and possesses the exact offer text presented to Plaintiff Tasakos.

4 84. AGA and Jefferson’s offer was the only insurance option presented to Plaintiff
5 Tasakos. There was no choice of plans or insurers during the checkout process. A single price of
6 \$21 was stated as the price of the insurance. There was no indication that any other fee other than
7 an insurance premium was included in that price. In particular, the insurance offer did not indicate
8 that Plaintiff Tasakos would automatically be charged a separate fee for “assistance services” on
9 top of the regulated insurance premium, and there was no indication that any emergency
10 assistance that may have been included with the insurance benefits was an add-on service subject
11 to a separate charge. In any event, there was no option to purchase the trip insurance without
12 paying the additional assistance fee.

13 85. At the time he accepted the offer of insurance, Plaintiff Tasakos did not know that
14 the total amount he was charged for the insurance included both an insurance premium and a
15 mandatory fee that Defendants contend was for assistance services but that was, in effect, an
16 unlawful agent’s fee or unauthorized premium. At a minimum, it was an unfair charge and
17 Defendants have no justification for bundling it with the premiums in the way they did.

18 86. On or about April 4, 2019, AGA sent Plaintiff Tasakos a confirmation email
19 regarding his purchase of trip insurance. The email receipt identified the amount paid for his
20 “Trip Protector” policy as \$21.00. It did not identify either the insurance premium or the cost of
21 any purported assistance benefits in the body of the email. The email confirmation included a
22 hyperlink to his “policy document.”

23 87. The policy documents reached by way of that link include a cover letter (thanking
24 Plaintiff Tasakos for his purchase of “Allianz Travel Insurance”), a “Letter of Confirmation,” an
25 “Individual Travel Insurance Policy” underwritten by Jefferson, and the privacy policy of AGA
26 and Jefferson. These documents identify certain assistance benefits as included with Plaintiff
27 Tasakos’s purchase but do not disclose that Defendants charged Plaintiff Tasakos a separate fee
28 for those assistance services, on top of the insurance premium. The policy documents identified

1 the total cost of the insurance plan as \$21.00, without indicating that the total cost had two
2 distinct components: an insurance premium and an extra fee for assistance services. The
3 documents do not disclose that the insurance premium Defendants were authorized to charge for
4 the insurance was less than \$21.00 and thus that they were not legally allowed to charge \$21.00
5 for the travel insurance they sold to Plaintiff Tasakos. Plaintiff Tasakos had no reason to believe
6 that the \$21 he paid included a hidden charge for “assistance” services, on top of what Defendants
7 were legally allowed to charge for their insurance.

8 88. Defendants charged Plaintiff Tasakos an unauthorized, unlawful, unfair, and
9 undisclosed amount for assistance services that can be determined through discovery, and that he
10 would have declined to pay for if given the choice.

11 89. Neither the insurance offer nor any other portion of the Alaska Airlines checkout
12 pages where the transaction was completed disclosed: (a) a specific breakdown of the components
13 of the price for the insurance; (b) the existence and amount of the fee for supposed non-insurance
14 assistance benefits; (c) any material facts about the nature of such “assistance” services or why
15 the assistance fee was included; (d) how much compensation AGA would receive from Jefferson
16 for the transaction and how much compensation it would receive for the mandatory assistance fee
17 it bundled into the transaction; or (e) that the price included an unlawful agent’s fee and/or
18 unlawful amount of premium. Defendants never sought or obtained Plaintiff Tasakos’s consent to
19 the specific assistance fee charged, and Plaintiff Tasakos had no ability to obtain the travel
20 insurance while declining the embedded assistance fee.

21 90. When accepting Defendants’ insurance offer, Plaintiff Tasakos was not aware of
22 the existence of any assistance fee in addition to the insurance premium and was not aware of any
23 of the foregoing facts at the time he purchased the insurance. As a result of Defendants’ material
24 misrepresentations and omissions, and Defendants’ unlawful and unfair practices, Plaintiff
25 Tasakos agreed to pay Defendants to insure his airfare purchase and believed that the amount he
26 paid AGA and Jefferson was for the travel insurance only and that the amount charged was
27 determined by a regulated, lawful process. Plaintiff Tasakos was seeking only lawful and proper
28 insurance; he was not seeking “non-insurance” informational “assistance” services and would not

1 have paid the price charged for such services by Defendants if given the choice. He was not
 2 aware of and did not agree to pay for any additional or unlawful agent's fee or any additional
 3 "assistance" service that Defendants purport to offer to their insureds.

4 91. Plaintiff Tasakos would have paid less than he did if Defendants had complied
 5 with Washington law and charged him only an approved premium, rather than unfairly,
 6 unlawfully, and deceptively including an undisclosed, additional fee in the cost of the insurance.
 7 Plaintiff Tasakos would have declined the fee for Defendants' supposed "assistance" service if
 8 given the choice.

9 **VI. Because Defendants Intend to Continue Their Deceptive and Unfair Conduct, a**
 10 **Public Injunction Is Needed to Protect the Public from Future Harm.**

11 92. An injunction is necessary to stop Defendants from violating California and
 12 Washington law and from continuing their unfair and unlawful conduct in charging add-on fees
 13 for travel insurance and event ticket insurance. Defendants should be prohibited from charging
 14 supposedly separate fees for "assistance" services as a mandatory fee in connection with the sale
 15 of insurance policies and from charging fees and/or premiums that have not been approved in
 16 California or Washington. Among other things, Defendants should be required to plainly and
 17 truthfully disclose, within their offers of travel insurance and event ticket insurance: (a) the
 18 specific, authorized premiums and all distinct fees and charges to consumers, including the
 19 existence and amount of the fee for supposed non-insurance assistance benefits; (b) material facts
 20 about the nature of such "assistance" services; and (c) how much compensation AGA would
 21 receive from Jefferson for the transaction and how much compensation it would receive for the
 22 mandatory assistance fee. Consumers must be given the option to accept or decline the assistance
 23 fee or any other add-on fee, and must give informed consent to any such fee before they are
 24 charged.

25 93. Accordingly, to protect the general public from the threat of future injury,
 26 Plaintiffs seek a public injunction, under *McGill v. Citibank*, N.A., 2 Cal. 5th 945 (2017) and
 27 under Washington law, prohibiting Defendants from continuing the deceptive, unfair, and
 28 unlawful practices alleged herein.

1 94. Plaintiff Elgindy will purchase event tickets and airfare in the future and will be
 2 presented with the option to insure those purchases through Defendants. Plaintiff Elgindy desires
 3 to insure his event ticket purchases but, absent the injunctive relief sought, will not be able to
 4 determine whether he will be charged a hidden fee or an unlawful mandatory agent's fee in
 5 addition to the insurance premium. Plaintiff Elgindy has a right to know the insurance premiums
 6 and the additional fees for any putative insurance transaction and Defendants are infringing those
 7 rights. Plaintiff Elgindy is unable, and will continue to be unable, to rely on Defendants'
 8 representations regarding the price of their insurance products, unless the injunctive relief
 9 requested in this Complaint is awarded. That present and continuing uncertainty is an ongoing
 10 harm to him as a consumer and infringes the rights protected by the UCL, FAL, and insurance
 11 laws and regulations. Even if he were able to determine that Defendants will impose an unlawful
 12 agent's fee in addition to charging a premium, absent an injunction prohibiting Defendants from
 13 doing so, he will be forced to either forgo the insurance he desires (and the only insurance
 14 available) or else pay an unlawful fee.

15 95. Plaintiff Chuanroong will purchase airfare in the future and will be presented with
 16 the option to insure those purchases through Defendants. Plaintiff Chuanroong desires to insure
 17 her travel purchases but, absent the injunctive relief sought, will not be able to determine whether
 18 she will be charged a hidden fee or an unlawful mandatory agent's fee in addition to the insurance
 19 premium. Plaintiff Chuanroong has a right to know the insurance premiums and the additional
 20 fees for any putative insurance transaction and Defendants are infringing those rights. Plaintiff
 21 Chuanroong is unable, and will continue to be unable, to rely on Defendants' representations
 22 regarding the price of their insurance products, unless the injunctive relief requested in this
 23 Complaint is awarded. That present and continuing uncertainty is an ongoing harm to her as a
 24 consumer and infringes the rights protected by the UCL, FAL, and insurance laws and
 25 regulations. Even if she were able to determine that Defendants will impose an unlawful agent's
 26 fee in addition to charging a premium, absent an injunction prohibiting Defendants from doing so,
 27 she will be forced to either forgo the insurance she desires (and the only insurance available) or
 28 else pay an unlawful fee.

96. Plaintiff Taskaos will make online travel purchases (including airfare) and event ticket purchases in the future and will be presented with the option to insure those purchases through Defendants. Plaintiff Taskaos generally desires to insure such purchases but, absent the injunctive relief sought, he will be forced either to pay an unlawful/unfair fee or to forgo the insurance he desires. Moreover, Plaintiff Taskaos will not be able to determine whether he will be charged a hidden fee or an unlawful mandatory agent's fee, or in what amount. Plaintiff Taskaos is unable, and will continue to be unable, to rely on Defendants' representations regarding the price of their insurance products, unless the injunctive relief requested in this Complaint is awarded. That present and continuing uncertainty is an ongoing harm to him as a consumer.

97. Accordingly, there is a risk that Plaintiffs and those similarly situated will be harmed again in the same manner, or be deprived of the opportunity to purchase lawfully and fairly priced insurance, which would be available on ticketing sites but for Defendants' unlawful, deceptive, and unfair practices.

CLASS ALLEGATIONS

98. Plaintiffs bring this class action lawsuit on behalf of the following proposed class ("Class") of similarly situated persons, pursuant to Rule 23 of the Federal Rules of Civil Procedure, defined as follows:

All Persons, except Excluded Persons, who purchased at least one or more (a) Qualifying California Travel and/or Event Protection Plan from September 4, 2016, through and including the date the Order Granting Preliminary Approval is entered and, for that purchase, provided a billing address in the State of California or if no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a California address; and/or (b) Qualifying Washington Travel and/or Event Protection Plan from April 2, 2018, through and including the date the Order Granting Preliminary Approval is entered, and, for that purchase, provided a billing address in the State of Washington or if no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a Washington address

99. This Amended Complaint is being filed pursuant to the terms of a Settlement Agreement. The Class is defined consistent with that Agreement and incorporates the following further definitions from the Settlement Agreement:

“Excluded Persons” means (a) each and every presiding District Judge and Magistrate Judge in the Actions, and their staff, and their immediate family members; (b) the officers, directors, agents, servants, and current and former employees of Defendants who were employed by Defendants at any time on or after the start of the Class Periods, and the immediate family members of such Persons; (c) any Person who received a complete refund for each and every Qualifying Travel and/or Event Protection Plan purchased by that Person; (d) any Person for whom AGA opened and documented an assistance case in connection with each and every Qualifying Travel and/or Event Protection Plan purchased by that Person; and (e) any Person for whom each purchased Qualifying Travel and/or Event Protection Plan falls outside this Settlement because the Person received a complete refund for the purchased Qualifying Travel and/or Event Protection Plan or AGA opened and documented an assistance case in connection with the purchased Qualifying Travel and/or Event Protection Plan.

“Person” means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and including any of their heirs, successors, representatives, or assignees.

“Order Granting Preliminary Approval” or “Preliminary Approval Order” means the order, substantially in the form attached as Exhibit C to this Agreement, to be entered by the Court, directing notice of the Settlement to Class Members and preliminarily approving this Settlement, among other things.

“California Class Period” means from September 4, 2016, through and including the date the Order Granting Preliminary Approval is entered.

“Washington Class Period” means from April 2, 2018, through and including the date that the Order Granting Preliminary Approval is entered.

“Travel and/or Event Protection Plan(s)” means any travel or event protection plan that included insurance coverage and non-insurance assistance services, that was sold by AGA, that was underwritten by BCS, JIC, or another underwriter, and where the plan price, according to AGA’s records, included Assistance Fees and insurance premium.

“Assistance Fee” means the portion of the total price of a Travel and/or Event Protection Plan that, according to AGA’s records, was charged for the assistance services included with the Travel and/or Event Protection Plan.

“Qualifying California Travel and/or Event Protection Plan” means any Travel and/or Event Protection Plan purchased during the California Class Period by a Person who, for that purchase, was charged a single plan price that included Assistance Fees and provided a billing address in the State of California or, where no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a California address.

“Qualifying Travel and/or Event Protection Plan” means (a) any Qualifying California Travel and/or Event Protection Plan and/or (b) any Qualifying Washington Travel and/or Event Protection Plan.

“Qualifying Washington Travel and/or Event Protection Plan” means any Travel and/or Event Protection Plan purchased during the Washington Class Period by a Person who, for that purchase, was charged a single plan price that included Assistance Fees and provided a billing address in the State of Washington or, where no billing address was supplied directly to AGA, the Travel and/or Event Protection Plan identified the plan owner as having a Washington address.

100. Plaintiffs reserve the right to propose additional or alternative classes or subclasses, or to narrow the above class definition. This reservation includes but is not limited to classes or subclasses involving consumers in multiple states or involving particular issues.

101. This action has been brought and may properly be maintained as a class action against Defendants because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

102. Numerosity: Plaintiffs do not know the exact size of the Class, but they estimate it includes millions of members. The persons in the Class are so numerous that the joinder of all such persons is impracticable and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the courts.

103. Common Questions Predominate: This action involves common questions of law and fact to the potential Class because each class member’s claim derives from the same deceptive, unlawful and/or unfair statements, omissions, and practices. The common questions of law and fact predominate over individual questions, as proof of a common or single set of facts will establish the right of each member of the Class to recover. The questions of law and fact common to the Class include, but are not limited to, the following:

- a. whether Defendants had a common, automated practice of charging consumers mandatory assistance fees on top of insurance premiums for travel insurance and event ticket insurance, without an option to decline or avoid those fees;
- b. whether Defendants had a common, automated practice of charging consumers mandatory assistance fees on top of insurance premiums for travel insurance and event ticket insurance, without disclosing the amount, nature, and bases of those fees;

- c. whether Defendants have engaged, and continue to engage, in unfair or fraudulent practices by misrepresenting in insurance offers that the prices charged were solely for the insurance premium, and by failing to disclose that the amounts charged to Plaintiffs and class members included mandatory assistance fees;
- d. whether the fees Defendants' charged for their supposed assistance services constitute unlawful agent's fees;
- e. whether Defendants have engaged, and continue to engage, in unfair practices by circumventing regulatory scrutiny and charging unlawful and excessive agent fees and/or premium charges, and thus charging consumers more than they are legally allowed to charge;
- f. whether the fees Defendants' charged for their supposed assistance services constitute unlawful premium or whether the premium rates and the assistance fee rates at issue were approved for use in California and Washington;
- g. whether Defendants' conduct violates their duty of good faith and fair dealing;
- h. whether Defendants knew or should have known that reasonable consumers did not value the assistance services offered by AGA;
- i. whether Defendants knew or should have known that reasonable consumers interpreted Defendants' insurance offers as a single premium and were unaware of any additional fee for AGA;
- j. whether Defendants' conduct is otherwise unlawful, unfair, or deceptive;
- k. whether Defendants engaged in the alleged conduct knowingly, recklessly, or negligently;
- l. the amount of profits and revenues earned by Defendants and/or the amount of monies or other obligations lost by class members as a result of the misconduct;
- m. whether class members are entitled to restitution, injunctive and other equitable relief and, if so, what is the nature (and amount) of such relief; and

1 n. whether class members are entitled to payment of actual, incidental, consequential,
2 exemplary and/or statutory damages plus interest thereon, and if so, what is the
3 nature of such relief.

4 104. Typicality: Plaintiffs' claims are typical of the claims of other members of the
5 Classes because, among other things, all such claims arise out of the same wrongful course of
6 conduct in which the Defendants engaged in violation of law as described herein. Further, the
7 damages of each member of the Classes were caused directly by Defendants' wrongful conduct in
8 violation of the law as alleged herein. Plaintiffs and members of the Classes have suffered injury
9 in fact as a result of Defendants' misleading, deceptive, unfair, and unlawful conduct. Plaintiffs
10 and members of the Classes would not have paid the assistance fees but for Defendants'
11 misconduct.

12 105. Adequacy of Representation: Plaintiffs will fairly and adequately protect the
13 interests of all class members because it is in their best interests to prosecute the claims alleged
14 herein to obtain full compensation due to them for the unfair and illegal conduct of which they
15 complain. Plaintiffs also have no interests that are in conflict with, or antagonistic to, the interests
16 of class members. Plaintiffs have retained highly competent and experienced class action
17 attorneys to represent their interests and that of the Classes. By prevailing on their own claims,
18 Plaintiffs will establish Defendants' liability to all class members. Plaintiffs and their counsel
19 have the necessary financial resources to adequately and vigorously litigate this class action, and
20 Plaintiffs and counsel are aware of their fiduciary responsibilities to the class members and are
21 determined to diligently discharge those duties by vigorously seeking the maximum possible
22 recovery for class members.

23 106. Superiority: There is no plain, speedy, or adequate remedy other than by
24 maintenance of this class action. The prosecution of individual remedies by members of the
25 Classes will tend to establish inconsistent standards of conduct for Defendants and result in the
26 impairment of class members' rights and the disposition of their interests through actions to
27 which they were not parties. Class action treatment will permit a large number of similarly
28 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,

1 and without the unnecessary duplication of effort and expense that numerous individual actions
 2 would engender. Furthermore, as the damages suffered by each individual member of the class
 3 may be relatively small, the expenses and burden of individual litigation would make it difficult
 4 or impossible for individual members of the class to redress the wrongs done to them, while an
 5 important public interest will be served by addressing the matter as a class action.

6 107. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
 7 management of this action that would preclude its maintenance as a class action.

8 **CAUSES OF ACTION**

9 **PLAINTIFFS' FIRST CAUSE OF ACTION**

10 **(Unlawful, unfair, and fraudulent trade practices violation of Business and Professions 11 Code § 17200, *et seq.* ("UCL"))**

12 108. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
 13 Complaint as if set forth herein.

14 109. Within four (4) years preceding the filing of this lawsuit, and at all times
 15 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
 16 fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent
 17 business practices outlined in this complaint.

18 110. Defendants have engaged, and continue to engage, in unlawful practices by,
 19 without limitation, violating the following state laws: (i) section 17500, *et seq.* of the California
 20 Business and Professions Code (the "FAL"), as described herein; and/or (ii) the California
 21 Insurance Code and regulations, including without limitation Cal. Ins. Code § 332 (requiring
 22 disclosure of all facts material to the insurance contract), Cal. Ins. Code § 790.02 (prohibiting
 23 unfair and deceptive practices in the business of insurance), Cal. Ins. Code §§ 1861.01(c) and
 24 1861.05 and applicable case law (insurance rates must be approved by the commissioner prior to
 25 their use); and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5, and applicable case law (prohibiting
 26 appointed agents from charging fees). To the extent Defendants charge consumers for a non-
 27 insurance service without properly disclosing that practice, Defendants violate the FAL and Cal.
 28 Ins. Code § 332 because they fail to disclose material facts regarding the price of the insurance
 and mislead consumers as a result. To the extent the supposed "assistance" fees are actually

1 mandatory agent fees (or additional premium) and are determined by factors similar to those
 2 typically used to determine agent fees and premiums, then Defendants violate Cal. Ins. Code
 3 §§ 1861.01(c) and 1861.05 (because they did not get the required prior approval for those fees)
 4 and/or Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not agents, to
 5 collect fees, and only pursuant to strict disclosure requirements).

6 111. Defendants have engaged, and continue to engage, in unfair and fraudulent
 7 practices by, without limitation: (a) misrepresenting in the relevant insurance offers that the prices
 8 charged were solely for the insurance premium, when they also included a hidden fee for a non-
 9 insurance service (if Defendants' characterization of the fees is proper), and failing to disclose
 10 that the amounts charged to Plaintiffs and class members included mandatory assistance fees, or
 11 (b) circumventing regulatory scrutiny and charging unlawful and excessive agent fees and/or
 12 premium charges (to the extent Defendants' characterization of the fees as for non-insurance
 13 assistance services is improper), and thus charging consumers more than they are legally allowed
 14 to charge.

15 112. Plaintiffs and those similarly situated relied to their detriment on Defendants'
 16 unlawful, unfair, and fraudulent business practices. Had Plaintiffs and those similarly situated
 17 been adequately informed and not deceived by Defendants, they would not have paid the
 18 assistance or agent fees charged by Defendants.

19 113. Defendants' acts and omissions are likely to deceive the general public.

20 114. Defendants engaged in these unfair, deceptive, and unlawful practices to increase
 21 their profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and
 22 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

23 115. The aforementioned practices, which Defendants have used to their significant
 24 financial gain, also constitute unlawful competition and provide an unlawful advantage over
 25 Defendants' competitors as well as injury to the general public.

26 116. As a direct and proximate result of such actions, Plaintiffs and the other class
 27 members, have suffered and continue to suffer injury in fact and have lost money and/or property
 28 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount

1 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
2 Among other things, Plaintiffs and the class members lost the amount they paid for the supposed
3 assistance services.

4 117. As a direct and proximate result of such actions, Defendants have enjoyed, and
5 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
6 is in excess of the jurisdictional minimum of this Court.

7 118. In the alternative to the damages Plaintiffs seek in their third cause of action, and
8 in the event they are unable to recover on that claim, Plaintiffs seek, on behalf of themselves and
9 those similarly situated, full restitution of monies paid for AGA's supposed assistance services, or
10 as unfair and unlawful agent's fees, to restore any and all monies acquired by Defendants from
11 Plaintiffs, the general public, or those similarly situated by means of the deceptive, unfair, and/or
12 unlawful trade practices complained of herein, plus interest thereon. In the event Plaintiffs are
13 unable to recover on their third cause of action, they will have no other adequate remedy at law,
14 and thus are entitled to restitution.

15 119. Plaintiffs seek, on behalf of those similarly situated, a declaration that the above-
16 described trade practices are fraudulent, unfair, and/or unlawful.

17 120. Plaintiffs seek, on behalf of those similarly situated, an injunction to prohibit
18 Defendants from continuing to engage in the deceptive, unfair, and/or unlawful trade practices
19 complained of herein. Such misconduct by Defendants, unless and until enjoined and restrained
20 by order of this Court, will continue to cause injury in fact to the general public and the loss of
21 money and property in that Defendants will continue to violate the laws of California, unless
22 specifically ordered to comply with the same. This expectation of future violations will require
23 current and future consumers to repeatedly and continuously seek legal redress in order to recover
24 monies paid to Defendants to which they were not entitled. Plaintiffs, those similarly situated,
25 and the general public, have no other adequate remedy at law to ensure future compliance with
26 the laws alleged to have been violated herein.

PLAINTIFFS' SECOND CAUSE OF ACTION

(False Advertising, Business and Professions Code § 17500, *et seq.* ("FAL"))

121. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

122. Beginning at an exact date unknown to Plaintiffs, but continually within three (3) years preceding the filing of the Class Action Complaint, Defendants made untrue, false, deceptive and/or misleading statements in connection with the advertising, marketing, and sale of event ticket insurance and trip insurance on third party websites.

123. Defendants made representations and statements (by omission and commission) that led reasonable customers to believe that they were agreeing to pay approved and lawful premiums for event ticket insurance policies and for trip/travel insurance policies, without hidden, unapproved fees being included within the supposed "premium" for the policies.

124. Defendants knew or should have known that consumers did not demand or value the supposed "assistance" services they offered, that consumers would not pay for it, and that consumers did not know Defendants were charging them for it. Nevertheless, Defendants continued to advertise their insurance policies as part of a scheme with the intent not to sell the insurance as advertised and to mislead consumers regarding the nature and extent of the services they were obtaining from Defendants, and regarding the prices of those insurance and non-insurance services. Defendants knew or should have known that they misled consumers regarding: the nature of the price paid for the insurance, the existence of an additional fee for Defendants, and the existence of Defendants' assistance services.

125. Defendants created a situation where they could charge for a service while hiding its existence to consumers they had charged, thus making it even more unlikely that insureds would use the service for which they had been charged (and thus making Defendants' performance of the supposed assistance services illusory).

126. Plaintiffs and the Class Members relied to their detriment on Defendants' false, misleading and deceptive advertising and marketing practices, including each of the misrepresentations and omissions set forth above. Had Plaintiffs and those similarly situated been adequately informed and not misled by Defendants, they would have acted differently by, without

1 limitation, declining the fee for assistance services and, if necessary, declining the entire
2 insurance transaction.

3 127. Defendants' acts and omissions are likely to deceive the general public.

4 128. Defendants engaged in these false, misleading and deceptive advertising and
5 marketing practices to increase their profits. Accordingly, Defendants have engaged in false
6 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
7 Professions Code.

8 129. The aforementioned practices, which Defendants used, and continue to use, to its
9 significant financial gain, also constitutes unlawful competition and provides an unlawful
10 advantage over Defendants' competitors as well as injury to the general public.

11 130. As a direct and proximate result of such actions, Plaintiffs and the Class Members
12 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
13 result of such false, deceptive and misleading advertising in an amount which will be proven at
14 trial, but which is in excess of the jurisdictional minimum of this Court. In particular, Plaintiffs
15 and Class Members lost money or property as a result of Defendants' violations because they
16 would not have paid for Defendants' supposed assistance fees absent Defendants' misleading,
17 unfair, and unlawful conduct.

18 131. In the alternative to the damages Plaintiffs seek in their third cause of action, and
19 in the event they are unable to recover on that claim, Plaintiffs seek, on behalf of themselves and
20 those similarly situated, full restitution of monies, as necessary and according to proof, to restore
21 any and all monies acquired by Defendants from Plaintiffs, the general public, or those similarly
22 situated by means of the false, misleading and deceptive advertising and marketing practices
23 complained of herein, plus interest thereon. In the event Plaintiffs are unable to recover on their
24 third cause of action, they will have no other adequate remedy at law, and thus are entitled to
25 restitution

26 132. Plaintiffs seek, on behalf of themselves and the Class Members, a declaration that
27 the above-described practices constitute false, misleading and deceptive advertising.
28

133. Plaintiffs seek, on behalf of themselves and the Class Members, an injunction to prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein. Such misconduct by Defendants, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that Defendants will continue to violate the laws of California, unless specifically ordered to comply with the same. This expectation of future violations will require current and future consumers to repeatedly and continuously seek legal redress in order to recover monies paid to Defendants to which it is not entitled. Plaintiffs, those similarly situated and/or other consumers nationwide have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

PLAINTIFFS' THIRD CAUSE OF ACTION
(Common Law Fraud, Deceit and/or Misrepresentation)

134. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

135. Defendants made representations and statements (by omission and commission) that led reasonable customers to believe that they were agreeing to pay approved and lawful premiums for event ticket insurance policies and for trip/travel insurance policies, without hidden, unapproved fees being included within the supposed "premium" for the policies. Defendants represented that their offers were for "Ticket Insurance," "Trip Insurance," "Event Ticket Insurance for an additional \$[amount] per ticket," "add Trip Insurance," and the like. Accordingly, reasonable consumers understood the quoted price to fully equal the insurance premium.

136. Defendants had duties under the Insurance Code and regulations, as well as the common law, to disclose material facts regarding their insurance offers. *See, e.g.*, Cal. Ins. Code §§ 332, 790.02, 1861.01, and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5. Defendants knew that the additional cost of and the nature of the assistance service was material to consumers and that consumers, including Plaintiffs, would have declined to pay for the assistance service if

1 Defendants had disclosed that they were charging consumers for the assistance service and the
2 nature of that service.

3 137. Defendants knew or should have known that consumers did not demand or value
4 the supposed “assistance” services they offered, that consumers would not pay for it if they had a
5 choice, and that consumers did not know Defendants were charging them for it. Nevertheless,
6 Defendants continued to advertise their insurance policies as part of a scheme with the intent not
7 to sell the insurance as advertised and to mislead consumers regarding the nature and extent of the
8 services they were obtaining from Defendants, and regarding the prices of those insurance and
9 non-insurance services. Defendants knew or should have known that they misled consumers
10 regarding: the nature of the price paid for the insurance, the existence of an additional fee for
11 Defendants, and the existence of Defendants’ assistance services.

12 138. These misrepresentations and omissions were known exclusively to, and actively
13 concealed by, Defendants, not reasonably known to Plaintiffs, and material at the time they were
14 made. Defendants’ knew that their misrepresentations and omissions concerned material facts that
15 were essential to the analysis undertaken by Plaintiffs as to whether to purchase insurance at the
16 stated price, and intended for Plaintiffs and similarly situated consumers to rely on those
17 misrepresentations and omissions in accepting Defendants’ offers of insurance. In misleading
18 Plaintiffs and not so informing Plaintiffs, Defendants breached their duties to them. Defendants
19 also gained financially from, and as a result of, their misrepresentations and omissions.

20 139. Plaintiffs and the Class Members relied to their detriment on Defendants’
21 misrepresentations and fraudulent omissions. Had Plaintiffs and those similarly situated been
22 adequately informed and not intentionally deceived by Defendants, they would have acted
23 differently by, without limitation, declining the fee for assistance services and, if necessary,
24 declining the entire insurance transaction.

25 140. By and through such fraud, deceit, misrepresentations and/or omissions,
26 Defendants intended to induce Plaintiffs and those similarly situated to alter their position to their
27 detriment. Specifically, Defendants fraudulently and deceptively induced Plaintiffs and those
28

1 similarly situated to, without limitation, purchase the insurance together with the supposed
2 assistance services.

3 141. Plaintiffs and those similarly situated justifiably and reasonably relied on
4 Defendants' misrepresentations and omissions, and, accordingly, were damaged by Defendants.

5 142. As a direct and proximate result of Defendants' misrepresentations and/or
6 omissions, Plaintiffs and those similarly situated have suffered damages, including, without
7 limitation, the amounts they paid for the assistance services.

8 143. Defendants' conduct as described herein was wilful and malicious and was
9 designed to maximize Defendants' profits even though Defendants knew that it would cause loss
10 and harm to Plaintiffs and those similarly situated.

11 **PLAINTIFFS' FOURTH CAUSE OF ACTION**

12 **(Violations of Washington's Consumer Protection Act ("CPA") (RCW 19.86.010 et seq.))**

13 144. Plaintiffs realleges and incorporates by reference the paragraphs of this Class
14 Action Complaint as if set forth herein.

15 145. For more than four years preceding the filing of this lawsuit, and at all times
16 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
17 deceptive trade practices in Washington as outlined in this Complaint.

18 146. Among other things, Defendants: (a) do not clearly distinguish assistance fees
19 from the insurance premiums in their insurance offers; (b) do not identify, within their offers, the
20 amount of the assistance fee and the nature of the assistance services offered; (c) do not provide
21 consumers the option to accept or decline the assistance fee; (d) do not provide consumers with
22 full disclosure of AGA's compensation arrangements for the insurance transaction; (e) do not
23 obtain written consent from insureds, after full disclosure of all relevant facts, to charge fees in
24 excess of the premium and beyond what AGA is paid in regular commission from the sale of the
25 insurance; (f) charge consumers total amounts for Defendants' insurance plans above what
26 Defendants are legally entitled to charge (as Defendants did not get approval to sell insurance for
27 the total prices they charge consumers); and (g) mislead consumers to believe that they are paying
28 only a lawful insurance premium that has not been increased (at Defendants' discretion) with
hidden add-on fees.

1 147. The misconduct alleged herein has been declared a per se unfair practice by
2 Washington statutes and regulations.

3 148. The misconduct alleged herein is unfair because it is contrary to the public interest
4 in reasonable, regulator-approved, transparent, affordable, and non-discriminatory insurance
5 rates, free from hidden, excessive, or otherwise unfair charges or fees.

6 149. Moreover, the misconduct alleged herein causes substantial injury to consumers
7 (requiring the payment of millions of dollars in fees, each year, that consumers would refuse to
8 pay if given the choice) that consumers cannot reasonably avoid, as they cannot decline the
9 assistance fees Defendants charge and are generally unaware of the fees. This substantial
10 cumulative harm to consumers is not outweighed by any countervailing benefits. There is no
11 benefit in forcing consumers to pay fees that they do not want to pay. If Defendants' assistance
12 service has any value and if there is any demand for it in the market, Defendants could easily
13 provide consumers the option to accept or decline the assistance fee in the same manner (with a
14 simple click) and the same location (the offer box presented on checkout screens) Defendants use
15 for their insurance offers. Defendants already have automated processes to immediately calculate
16 an insurance premium and assistance fee in connection with each offer and sale; there is no utility
17 in Defendants' refusal to simply state those prices separately and to provide consumers the option
18 to decline the assistance fee.

19 150. Defendants' acts and omissions have the capacity to and are likely to deceive a
20 substantial portion of the general public.

21 151. The misconduct alleged herein occurred, and continues to occur, in trade or
22 commerce, as it concerns the sale of insurance and the imposition of fees in consumer
23 transactions.

24 152. The misconduct alleged herein affects the public interest because the vast majority
25 of consumers who make travel purchases online are presented with Defendants offers during the
26 checkout process. Moreover, the Washington legislature has declared that the business of
27 insurance affects the public interest. See RCW 48.01.030.

1 153. As a direct and proximate result of Defendants' misconduct, Plaintiffs and the
2 Class Members have suffered, and continue to suffer, injury in fact and have lost money and/or
3 property as a result of such unfair conduct in an amount which will be proven at trial, but which is
4 in excess of the jurisdictional minimum of this Court. Defendants' unfair conduct caused
5 Plaintiffs and those similarly situated to pay money that they otherwise would not have paid. Had
6 Defendants dealt fairly and honestly with their insureds, including by clearly distinguishing the
7 assistance fee from the premium in the insurance offer, identifying the amount of the assistance
8 fee and the nature of the services, and providing consumers the option to accept or decline the
9 assistance fee, Plaintiffs and those similarly situated would have declined and/or avoided the fee
10 for assistance services.

11 154. Plaintiffs and those similarly situated relied to their detriment on Defendants'
12 unlawful, unfair, and fraudulent business practices. Had Plaintiffs and those similarly situated
13 been adequately informed and not deceived by Defendants, they would not have paid the
14 assistance or agent fees charged by Defendants.

15 155. Defendants engaged in these unfair, deceptive, and unlawful practices to increase
16 their own profits at the expense of their insureds.

17 156. As a direct and proximate result of such actions, Plaintiffs and the other class
18 members, have suffered and continue to suffer injury in fact and have lost money and/or property
19 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount
20 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
21 Among other things, Plaintiffs and the class members lost the amounts they paid for the supposed
22 assistance services.

23 157. As a direct and proximate result of such actions, Defendants have enjoyed, and
24 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
25 is in excess of the jurisdictional minimum of this Court.

26 158. Plaintiffs seek, on behalf of themselves and those similarly situated, a declaration
27 that the above-described trade practices are fraudulent, unfair, and/or unlawful; an award of
28

1 damages; an award of enhanced or treble damages; and the reasonable fees and costs incurred in
2 connection with these claims.

3 159. Plaintiffs seek, on behalf of themselves and those similarly situated, an injunction
4 to prohibit Defendants from continuing to engage in the deceptive, unfair, and/or unlawful trade
5 practices complained of herein. Such misconduct by Defendants, unless and until enjoined and
6 restrained by order of this Court, will continue to cause injury in fact to the general public and the
7 loss of money and property in that Defendants will continue to violate the laws of Washington,
8 unless specifically ordered to comply with the same. This expectation of future violations will
9 require current and future consumers to repeatedly and continuously seek legal redress in order to
10 recover monies paid to Defendants to which they were not entitled. Plaintiffs, those similarly
11 situated, and the general public, have no other adequate remedy at law to ensure future
12 compliance with the laws alleged to have been violated herein.

13 **PLAINTIFFS' FIFTH CAUSE OF ACTION**
14 **(Breach of the Duty of Good Faith)**

15 160. Plaintiff realleges and incorporates by reference the paragraphs of this Class
16 Action Complaint as if set forth herein.

17 161. The business of insurance is one affected by the public interest, requiring that all
18 persons be actuated by good faith, abstain from deception, and practice honesty and equity in all
19 insurance matters. Accordingly, Defendants had a broad duty to deal fairly and in good faith with
20 their insureds, including Plaintiff.

21 162. Defendants breached their duty to act fairly and in good faith by imposing fees on
22 Plaintiffs above what Defendants were legally authorized to charge in premium, without giving
23 Plaintiffs the option to decline the add-on fees and without giving Plaintiffs sufficient information
24 about the amount of the assistance fee and the nature of the services at issue.

25 163. Instead, Defendants offered insurance for a single price and made misleading
26 representations and omissions in their offer that led Plaintiffs to believe that they were being
27 charged a simple, lawful insurance premium, without hidden, unapproved fees being included.
28

1 164. Defendants knew or should have known that consumers, including Plaintiffs,
2 would not pay Defendants' assistance fees if given the choice, and that consumers did not know
3 Defendants were charging those assistance fees.

4 165. Defendants deliberate refusal to identify the charge for their assistance service also
5 made it less likely that insureds would use the service for which they had been charged.

6 166. In doing the things alleged above, Defendants considered only their own interests
7 and profits, and they disregarded the interests of Plaintiffs and their other insureds. Defendants'
8 conduct was unreasonable, frivolous, and/or unfounded.

9 167. As a direct and proximate result of such actions, Plaintiffs and the Class Members
10 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
11 result of such unfair conduct in an amount which will be proven at trial, but which is in excess of
12 the jurisdictional minimum of this Court. Defendants' bad faith conduct caused Plaintiffs and
13 those similarly situated to pay money that they otherwise would not have paid. Had Defendants
14 dealt fairly and honestly with their insureds, including by clearly distinguishing the assistance fee
15 from the premium in the insurance offer, identifying the amount of the assistance fee and the
16 nature of the services, and providing consumers the option to accept or decline the assistance fee,
17 Plaintiffs and those similarly situated would have declined and/or avoided the fee for assistance
18 services.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs, on behalf of themselves, those similarly situated, and the
21 general public, respectfully requests that the Court enter judgment against Defendants as follows:

- 22 A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as
- 23 class counsel;
- 24 B. An order temporarily and permanently enjoining Defendants from continuing the
- 25 unlawful, deceptive, fraudulent, and unfair business practices alleged in this
- 26 Complaint;

- 1 C. An award of restitution in favor of Plaintiffs and class members, and requiring
2 Defendants to disgorge revenues and profits wrongfully obtained, in an amount to be
3 determined at trial (sought as an alternative to an award of damages);
- 4 D. On Plaintiffs' third, fourth, and fifth causes of action, an award of compensatory
5 damages, the amount of which is to be determined at trial, and an award of treble,
6 enhanced, or punitive damages, also in an amount to be determined at trial;
- 7 E. An order requiring Defendants to pay both pre- and post-judgment interest on any
8 amounts awarded;
- 9 F. For reasonable attorney's fees and the costs of suit incurred; and
- 10 G. For such further relief as this Court may deem just and proper.

11 **JURY TRIAL DEMANDED**

12 Plaintiffs hereby demand a trial by jury.

13 Dated: December 21, 2022

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