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**UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF WASHINGTON
 SPOKANE DIVISION**

JOAN GUERCIA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

AON AFFINITY INSURANCE SERVICES, INC., AFFINITY INSURANCE SERVICES, INC., AIS AFFINITY INSURANCE AGENCY, INC., and NATIONWIDE MUTUAL INSURANCE COMPANY,

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Joan Guercia (“Plaintiff”) brings this action on behalf of herself and
2 all others similarly situated against Defendants Aon Affinity, d/b/a Aon Affinity
3 Insurance Services, Inc. (including both affiliates Affinity Insurance Services, Inc.
4 and AIS Affinity Insurance Agency, Inc.) (collectively, “Aon Affinity” or “Aon”)
5 and Defendant Nationwide Mutual Insurance Company (“Nationwide”) (collectively,
6 “Defendants”).

7 NATURE OF THE ACTION

8 1. Plaintiff brings this action on behalf of a class of Washington
9 consumers to seek redress for Defendants’ unlawful marketing and sale of travel
10 insurance policies on various booking, travel, and entertainment websites.

11 2. Under Washington law, Defendants must file their premium plans with
12 the insurance commissioner and cannot charge any rates or fees above their approved
13 filings. In addition, an insurance agent is not permitted to collect a fee or
14 compensation from consumers in connection with the insurance unless, prior to the
15 sale: (a) it provides written disclosure of the compensation it receives from both the
16 consumer and the insurer and (b) the consumer provides written consent to the fees
17 and commissions at issue.

18 3. In violation of these laws and against the clear public policy in
19 Washington, Defendants automatically bundle a so-called “assistance fee” in the
20 single price they charge consumers for travel insurance. The motivation behind such
21 conduct is clear: Defendants are trying to circumvent Washington law and charge
22 more than the approved premium for their insurance services.

23 4. Defendants make a straightforward offer to consumers: insurance for
24 their travel arrangements, covering expenses associated with trip cancellation, trip
25 interruption, lost baggage, and other travel perils. Defendants make this offer
26 directly to consumers through various websites, including, but not limited to Princess
27 Cruises (“Princess”) website, www.princess.com. Although their travel insurance
28 offers are presented for a price that appears to be the insurance premium, Defendants

1 secretly and unfairly charge unsuspecting consumers additional fees, *on top of the*
2 *calculated premium*, without disclosing the nature of those fees and without giving
3 consumers an option to pay only the approved premium for the travel insurance
4 according to the filed and approved rate for that insurance. Defendants try to justify
5 those fees by representing that the fees are for a supposed assistance service. That
6 service purports to allow insureds to spend time on the telephone with customer
7 service representatives. But consumers, to the extent they are aware of the
8 “assistance services” at all, are unaware any such service is a noninsurance service,
9 they do not want it, they do not want to pay what Defendants charge for it, and they
10 have no choice but to pay for it in order to obtain travel insurance.

11 5. Most, if not all, of the services and benefits Defendants call “non-
12 insurance” or “assistance services” are, in fact, part of the insurance contract and are
13 subject to the approved rate, and Defendants are not allowed to charge extra for
14 them.

15 6. Even if any of the assistance services and benefits Defendants call “non-
16 insurance” could be accurately characterized as unrelated to insurance (if they were
17 sold separately), it would still be illegal and unfair for Defendants to automatically
18 bundle a fee for such “non-insurance” services into the total plan price and require
19 everyone to pay that fee to the insurance agent to get the insurance that is offered.

20 7. Consumers are not afforded any opportunity to decline these assistance
21 services, or the associated charge in the offer or purchase process, nor is any
22 information disclosed to consumers on assistance pricing distinguished from
23 insurance pricing.

24 8. Defendants’ practices are contrary to Washington’s public policy of
25 ensuring consumers get actuarially based rates for insurance, and they deprive
26 consumers of the benefits of that regulation. If an insurer can just add any amount it
27 chooses on top of an approved rate, it undermines the purpose of rate regulation and
28 the efforts of the insurance commission in reviewing and approving specific rates.

1 Affinity Insurance Services, Inc., as “Aon Affinity” or “Aon”) is a California
2 corporation headquartered in Sherman Oaks, CA. AIS Affinity Insurance Agency,
3 Inc. maintains its principal place of business at 15303 Ventura Blvd., Sherman Oaks,
4 CA 91403. AIS Affinity Insurance Agency, Inc. is one of two licensed insurance
5 agents for sale of the Products in Washington. AIS Affinity Insurance Agency, Inc.
6 markets and sells insurance policies and assistance services, inclusive of the
7 Products, to the public. Like its affiliate, AIS Affinity Insurance Agency, Inc.
8 markets its travel insurance Products and ensures that its shared name and/or logo are
9 prominently included on Product documents and on webpages providing information
10 about the Products. AIS Affinity Insurance Agency, Inc. has substantial contacts
11 with and receives substantial benefits and income from Washington and throughout
12 the United States.

13 14. With respect to the allegations herein, Aon Affinity acted as the agent of
14 Nationwide, and, in doing the things herein alleged, was acting within the scope and
15 course of its authority as such agent.

16 15. Defendant Nationwide Mutual Insurance Company (“Nationwide”) is a
17 West Virginia corporation headquartered in Columbus, OH. Nationwide maintains
18 its principal place of business at One West Nationwide Blvd., Columbus, OH 43215.
19 Nationwide underwrites travel insurance products and authorizes Aon to sell its
20 travel insurance products to Washington consumers. Nationwide, directly and
21 through its agents, Aon Affinity, has substantial contacts with and receives
22 substantial benefits and income from Washington and throughout the United States.

23 16. Plaintiff Joan Guercia is a natural person and citizen of Washington,
24 residing in Richland, Washington.

25 **JURISDICTION AND VENUE**

26 17. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
27 1332(d)(2)(A) because this case is a class action where the aggregate claims of all
28 members of the proposed class are in excess of \$5,000,000, exclusive of interest and

1 costs, and at least one member of the proposed class is a citizen of a state different
2 from at least one Defendant.

3 18. This Court has personal jurisdiction over Defendants because
4 Defendants sell the travel insurance policies at issue to residents of this District,
5 Defendants conduct substantial business in this District, the websites offering
6 Defendants' travel insurance services allow Washington residents to place orders in
7 Washington, and the conduct giving rise to this action arises out of and relates to that
8 business.

9 19. Defendants derive substantial revenue from insurance purchasers in the
10 state of Washington. Defendants are registered by the Washington Office of the
11 Insurance Commissioner to sell travel insurance in Washington.

12 20. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a
13 substantial part of the events giving rise to the claim occurred in this District, and
14 Plaintiff Guercia resides in this District.

15 FACTUAL ALLEGATIONS

16 21. The sale of insurance is highly regulated in Washington. Washington
17 requires insurers and their agents to obtain approval for insurance rates prior to
18 offering those policies and rates to consumers, and to clearly identify the approved
19 insurance premium (inclusive of all fees and charges required for the procurement of
20 the insurance to consumers.) *See* RCW 48.19.040, 48.18.180.

21 22. There are also strict requirements if an insurance producer wishes to
22 charge a fee for its services. An insurance agent (or producer) such as Aon Affinity
23 (or Nationwide) is not permitted to collect a fee or compensation from consumers
24 unless (a) it provides written disclosure of the compensation it receives from both the
25 consumer and the insurer and (b) the consumer provides written consent to the fees
26 and commissions at issue. *See* RCW 48.17.270. Insurance producers cannot charge
27 fees in connection with the procurement of insurance, above what they earn in
28 regular commissions, without having advised the prospective insured, in writing, the

1 amount they will be charged. *See* WAC 284-30-750. Accordingly, producers must
2 identify any fees they charge separately from the premium and in sufficient detail for
3 consumers to understand the fees and for there to be a determination that the fees are
4 in compliance with the insurance laws and regulations.

5 23. The Washington legislature has declared that it is unfair and against the
6 public interest to violate Washington insurance laws and regulations, and provided
7 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 24. Reasonable consumers expect that insurers and their agents will comply
10 with all laws and regulations, that insurance premiums will be clearly identified prior
11 to purchase, and that any separate or additional fee, whether to compensate an agent
12 or for a non-insurance service or benefit, will also be clearly identified prior to any
13 agreement to pay for such fee. Reasonable consumers who are quoted a single price
14 for insurance reasonably assume that price is a lawful and approved premium and
15 does not contain hidden fees added to the insurance premium.

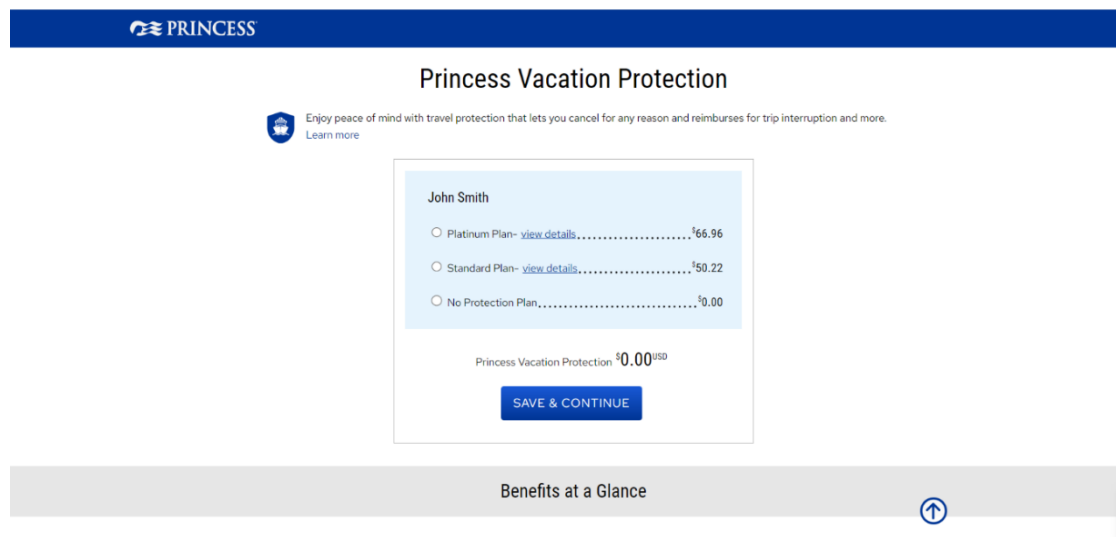
16 25. The products at issue are travel insurance policies offered by
17 Defendants on travel, booking, and entertainment websites (the “Products”). When
18 purchasing rental reservations or similar travel accommodations from online
19 websites or mobile apps, consumers are often presented with the option to insure
20 their purchase. Defendants contract with certain third-party retailers who offer
21 online bookings and travel arrangements for their specific travel services (such as
22 Princess) to present consumers with an offer to purchase Defendants’ insurance
23 Products when completing their bookings. When Defendants offer an insurance
24 product in the checkout process of one of its partners or agents (such as Princess),
25 Defendants’ insurance offer is the only insurance option presented to consumers.

26 26. Princess acts as Defendants’ agent in the sale of the Products on some
27 of the websites where the Products are offered, including, but not limited to, on
28 princess.com.

1 27. Defendants are responsible for charging and collecting the premiums
 2 and fees at issue and are both responsible for ensuring that the amount charged to
 3 consumers is lawful. Defendants purport to provide a supposed “assistance service”
 4 for which they deceptively, unfairly, and unlawfully charge consumers. These
 5 additional non-insurance services are deceptive, unfair, and unlawful to the extent
 6 they offer no additional value to the consumer. Defendants have been unjustly
 7 enriched by those unlawful, unfair, and undisclosed fees.

8 ***Princess Cruises***

9 28. The checkout flow on princess.com is a typical example of an offer of
 10 the Products on a third-party website. On the princess.com checkout screen, the
 11 purchaser has the option to check a box to insure the reservation for an additional
 12 fee.



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 24 29. Within this offer on a third-party checkout page, as with all pages where
 25 Defendants offers the Products, Defendants do not identify assistance benefits,
 26 indicate that the assistance fee is for separate, non-insurance services, do not identify
 27 any fee, price, or charge for any such assistance service or benefit that is separate
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1 from the premium, and provide the consumer no means for purchasing the offered
 2 insurance policy without paying the assistance fee.

3 30. If consumers are to continue scrolling down (which they do not need to
 4 do in order to purchase the policy and check out), the services included in the policy
 5 are listed.

PRINCESS

Benefits at a Glance

Cancel for any Reason¹

Cancellation Fee Waiver¹ (Non-insurance features provided by Princess Cruises)
 Life is unpredictable... but you can rely on Princess Vacation Protection. If you need to cancel for specified reasons outlined in the Cancellation Fee Waiver section of the plan, you'll receive a refund of your cancellation fees. If you need to cancel for any reason not listed in the plan, under the "Any Reason" Cancellation Enhancement feature, you'll receive 75% of the cancellation fee amount in the form of future cruise credits under our Standard plan and 100% under the Platinum plan.

Trip Interruptions
 If you need to interrupt your trip due to a covered reason such as an illness or injury, you are eligible for reimbursement of prepaid cruise/land arrangements made through Princess and/or the cost of one-way airfare to get you home.

Medical Evacuation
 Princess Vacation Protection also provides coverage in case your medical condition requires emergency evacuation to an appropriate medical facility.

Medical Expenses
 Most medical expenses are covered in case you become sick or injured during your trip.




24/7 Support, Briefcase, Person with speech bubble

17 31. The 24/7 Support is not disclosed as a noninsurance service and the
 18 amount charged for any noninsurance services is not listed.

19 32. If consumers continue scrolling (which, again, the consumer does not
 20 need to do to purchase the insurance and would likely not think to do) that page
 21 discloses that the 24/7 Worldwide Travel Assistance Service is a noninsurance
 22 service which is included in the cost of Defendants' offered insurance services, but
 23 does not disclose how much Defendants are charging for them or give consumers the
 24 option not to purchase the additional assistance services.

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<p>Trip Interruptions</p> <p>If you need to interrupt your trip due to a covered reason such as an illness or injury, you are eligible for reimbursement of prepaid cruise/land arrangements made through Princess and/or the cost of one-way airfare to get you home.</p>	<p>Medical Evacuation</p> <p>Princess Vacation Protection also provides coverage in case your medical condition requires emergency evacuation to an appropriate medical facility.</p>	<p>Medical Expenses</p> <p>Most medical expenses are covered in case you become sick or injured during your trip.</p>
<p></p> <p>Trip Delays</p> <p>If you are delayed starting your trip or returning home, you may be reimbursed for expenses that were not arranged through Princess – including meals, hotel, and transportation.</p>	<p></p> <p>Personal Belongings</p> <p>Your baggage is also covered in the event it is damaged, lost, stolen, or delayed to your destination.</p>	<p></p> <p>24/7 Support</p> <p>Need help? You will have access to 24/7 worldwide assistance for travel, medical, and emergency services.²</p>

The plan terms, conditions and exclusions are available online:
[Standard PVP Plan Details](#) | [Platinum PVP Plan Details](#)



Cancellation Fee Waiver¹
 (Non-insurance features provided by Princess Cruises)

Life is unpredictable... but you can rely on Princess Vacation Protection. If you need to cancel for specified reasons outlined in the Cancellation Fee Waiver section of the plan you'll receive a refund of your cancellation fees. If you need to cancel for any reason not listed in the plan, under the "Any Reason" Cancellation Enhancement feature, you'll receive 75% of the cancellation fee amount in the form of future cruise credits under our Standard plan and 100% under the Platinum plan.

Travel Insurance Benefits²
 (Underwritten by Nationwide[®])

Sail through your vacation with less to worry about.

Trip Interruption: Up to 150% total trip cost reimbursement for missed, prepaid cruise arrangements and/or the cost of one-way airfare if you must start your vacation late or need to come home early due to illness, injury and more.

Trip Delay: Up to \$500 for any pre-cruise trip delay expenses and/or post-cruise trip delay expenses up to \$1,500 (not to exceed \$1,500 for both pre- and post-cruise delays) for meals, hotel and transportation.

Baggage Delay: Up to \$500 if your luggage is delayed during travel.

Baggage/Personal Effects: Up to \$1,500 (\$3,000 with the Platinum plan) if your stuff is lost, stolen or damaged.

Accidental Medical Expense: Up to \$10,000 (\$20,000 with the Platinum plan) if you become injured while traveling.


Sickness Medical Expense: Up to \$10,000 (\$20,000 with the Platinum plan) if you become sick while traveling.

Emergency Medical Evacuation/Repatriation: Up to \$50,000 (\$75,000 with the Platinum Plan) in the event your medical condition requires emergency medical transportation to an appropriate medical facility or in the event of your death, provides coverage to transport your mortal remains.

24/7 Worldwide Travel Assistance Services³
 (Non-insurance services provided by LiveTravel)



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24/7 Worldwide Travel Assistance Services³
(Non-insurance services provided by LiveTravel)

Need help while you travel? Assistance is there for you, 24 hours a day, 7 days a week, anywhere in the world.

Princess Vacation Protection can be purchased while booking your next cruise vacation on princess.com, by contacting your travel agent, by calling 1-800-PRINCESS, or on Cruise Personalizer. It is available for purchase up until final payment for your trip on all Princess Cruises, Princess Cruisetours, Princess Alaska Land Tours and Princess Canadian Rockies Land Tours, and is available at two levels: Standard or Platinum. Princess Vacation Protection is not in effect until the plan cost has been paid to Princess in addition to any required cruise deposits or payments.

¹ Non-insurance feature provided by Princess. WA residents only, Trip Cancellation benefits are underwritten by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, Ohio (NAIC #23787).

² Travel Insurance Benefits are underwritten by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, Ohio (NAIC #23787).

³ Travel Assistance services are non-insurance services provided by LiveTravel International.


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

Princess Vacation Protection – Standard To obtain your state-specific Certificate of Insurance providing the terms, conditions and exclusions of the certificate, visit [PVP Standard](#).

Princess Vacation Protection – Platinum To obtain your state-specific Certificate of Insurance providing the terms, conditions and exclusions of the certificate, visit [PVP Platinum](#).

Note that Princess Vacation Protection is not available to residents of the state of New York, British Columbia, Quebec, Puerto Rico, or Mexico.

Need to file a claim?
www.aontravelclaim.com



33. This document does not provide sufficient notice to consumers that they are being charged for supposed non-insurance services on top of the calculated premium for the insurance Product. First, viewing the “Benefits at a Glance” requires scrolling past the checkout section to a separate section not required for the checkout process. Second, there is no indication within the actual offer that consumers are being charged for non-insurance services on top of the insurance premium. Moreover, the “Product Details” do not disclose the amount of the fee and requires consumers to send an email to ask Defendants to disclose the fee. Defendants know that, and have designed the checkout process such that, consumers are highly unlikely to discover the existence of the amount of the assistance fee or make an inquiry about it.

34. Consumers reasonably expect some amount of service and information (about the insurance and potential claims) to be available to them when they purchase insurance. Such policy and claims administration costs are supposed to be included in the insurance premiums. However, to the extent Defendants offer

1 additional assistance benefits that are truly separate from the insurance benefits and
2 may be accurately described as non-insurance benefits, there is little demand in the
3 market for such assistance benefits at the prices Defendants charge and in the form in
4 which they are offered (requiring insureds to call a toll-free number to speak with
5 customer service representatives to obtain various types of information). This is
6 especially true of concierge services. Consumers who purchase airfare and hotels
7 online and through mobile applications can readily find much of the information
8 encompassed within Defendants' assistance services for free, and on demand, using
9 the Internet and widely available applications (such as from Google, Apple, Yelp,
10 and many other service providers), or from more local or personalized sources than
11 Defendants can offer. Given that reality and given that Defendants make no mention
12 of any separate charges for such services at the time they present their insurance
13 offers to consumers, consumers have no reason to suspect they are being charged for
14 Defendants' non-insurance assistance service at the time they insure their travel
15 purchases.

16 35. In any event, most insureds are not aware of the availability of those
17 services or that they have been charged for them. Consumers generally would not
18 pay for the separate service if given a fair and informed choice whether to do so. On
19 information and belief, the small percent of insureds who use the assistance services,
20 and the relatively low costs Defendants incur in providing such services, do not
21 come close to justifying the price of the services and the total revenues Defendants
22 collect for the assistance services.

23 36. Moreover, there is no utility at all in requiring consumers to purchase
24 Defendants' assistance service in conjunction with Defendants' insurance. Under
25 Washington law, and under any balancing test of fairness, Defendants must provide
26 consumers with a choice as to whether to pay for services in addition to the
27 insurance. If insurers and their agents can bundle any fee they want with insurance
28 premiums, without adequately disclosing the fees to consumers and without giving

1 them a fair and real choice whether to pay those fees, then the extensive,
2 longstanding, and strict regulation of insurance premiums, commissions, and sales in
3 Washington would become impotent.

4 37. If Defendants were genuinely attempting to market an informational
5 assistance service, they would likely offer it for free (using advertisements to cover
6 costs) or they would charge a flat, attractive fee and highlight some competitive edge
7 over the alternative sources of information available to consumers. Instead,
8 Defendants hide their assistance service fee from consumers at the point of purchase.
9 Such practices imply that Defendants are using the assistance fees to subsidize
10 marketing and operational costs that should properly be included in the insurance
11 premiums, and thus that Defendants' characterization of the fees as non-insurance
12 assistance fees is disingenuous, and an attempt to circumvent Washington's
13 regulation of premiums and of agent compensation.

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

26 39. In sum, Defendants' practice of charging consumers for supposed
27 "assistance" in connection with trip/travel insurance is deceptive, unfair, and
28 unlawful.

PLAINTIFF’S EXPERIENCE

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2 40. On or around June 8, 2023 and November 9, 2023, Plaintiff Guercia
3 completed bookings on princess.com. During the checkout process, Plaintiff Guercia
4 purchased the insurance Product offered by Defendants to protect her reservation by
5 clicking the box to purchase travel insurance in the manner described above.

6 41. Defendants designed, controlled, and have access to the exact offer text
7 presented to Plaintiff Guercia.

8 42. Defendants’ insurance offer was the only insurance option presented to
9 Plaintiff Guercia at that time. There was no choice of plans or insurers during the
10 checkout process, and very limited information was provided regarding the
11 insurance. A single price was stated as the price of the “Travel Insurance.”

12 43. Unbeknownst to Plaintiff Guercia at the time Guercia accepted the
13 offers of insurance, the total amounts Guercia was charged for the insurance included
14 both an insurance premium and a mandatory fee that Defendants contend was for
15 assistance and other non-insurance services but that was, in effect, an unlawful
16 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
18 did.

19 44. Neither the insurance offers nor any other portion of the checkout pages
20 disclosed: (a) a specific breakdown of the components of the total price; (b) the
21 specific amount Defendants categorize as the insurance premium; (c) that Plaintiff
22 Guercia was being charged particular amounts (on top of the insurance premium),
23 supposedly for assistance and/or “non-insurance” services and benefits; (d) that the
24 assistance charge was not determined solely by the cost of and demand for
25 noninsurance assistance services, but that it was a pretext to increase Defendants’
26 profits and subsidize the marketing and sale of travel insurance; (e) that the bundling
27 of assistance services fees with insurance premiums had not been approved and/or
28 was not in compliance with applicable laws and regulations; (f) that she was being

1 charged an unlawful and unfair agent’s fee; (g) that she was being charged an
2 unlawful and unfair insurance premium; and/or (h) adequate material facts about the
3 nature of such “assistance” services.

4 45. When accepting Defendants’ insurance offer, Plaintiff Guercia was not
5 aware of any non-insurance fee in addition to the premium and was not aware of the
6 foregoing facts at the time she purchased the insurance. As a result of Defendants’
7 material misrepresentations and omissions, and Defendants’ unlawful and unfair
8 practices, Plaintiff Guercia agreed to pay Defendants to insure her purchases and
9 believed that the amount she paid Defendants was for the insurance only and that the
10 amount charged was determined by a regulated, lawful process. Plaintiff Guercia
11 was seeking only lawful and proper insurance—not separate non-insurance
12 informational services. Plaintiff Guercia would not have paid the price charged for
13 such services by Defendants if given the choice. She was not aware of and did not
14 agree to pay for any additional or unlawful agent’s fee or other service that
15 Defendants purport to offer to their insureds.

16 46. Plaintiff Guercia would have paid less than she did if Defendants had
17 complied with Washington law and charged her only an approved premium, rather
18 than unfairly, unlawfully, and deceptively including undisclosed additional fee or
19 fees in the cost of the insurance.

20 47. Plaintiff Guercia would have declined the fee or fees for Defendants’
21 supposed “assistance” services if Defendants had fully and fairly disclosed: (a) that
22 Defendants were charging an unlawful agent’s fee and/or unlawful amount of
23 premium; or (b) the existence and amount of the fee/charge for supposed
24 “assistance” services and basic, material, and truthful information about the
25 supposed “assistance” services, which would have allowed her to understand that she
26 was being charged for something she did not want to pay for, and that the fee is a
27 pretext for increasing Defendants’ profits. Plaintiff Guercia likely would not have
28 purchased insurance from Defendants if she had doubts about their integrity and

1 reliability, and she would have had such doubts if Defendants had fully and fairly
2 disclosed the material information referenced in this Complaint.

3 **CLASS ALLEGATIONS**

4 48. Class Definition: Pursuant to Rule 23 of the Federal Rules of Civil
5 Procedure, Plaintiff brings this action on behalf of herself and other similarly situated
6 individuals defined as all Washington residents who purchased travel insurance from
7 Defendants during the Class period who were charged a fee for the supposed
8 assistance services or benefits included with Nationwide's travel insurance contracts
9 on top of the applicable insurance premium rate Defendants were authorized to
10 charge for their travel insurance (the "Class").

11 49. Plaintiff also brings this action on behalf of a Subclass of consumers
12 defined as all Washington residents who purchased travel insurance from Princess
13 during the Class period who were charged a fee for the supposed assistance services
14 or benefits included with Defendants' travel insurance contracts on top of the
15 applicable insurance premium rate Defendants were authorized to charge for their
16 travel insurance (the "Princess Subclass").

17 50. Plaintiff reserves the right to modify the class definition or add sub-
18 classes as necessary prior to filing a motion for class certification.

19 51. The "Class Period" is the time period beginning on the date established
20 by the Court's determination of any applicable statute of limitations, after
21 considering of any tolling, concealment, and accrual issues, and ending on the date
22 of entry of judgement.

23 52. Excluded from the Class is Defendants; any affiliate, parent, or
24 subsidiary of Defendants; any entity in which Defendants have a controlling interest;
25 any officer director, or employee of Defendants; any successor or assign of
26 Defendants; anyone employed by counsel in this action; any judge to whom this case
27 is assigned, his or her spouse and immediate family members; and members of the
28 judge's staff.

1 53. Numerosity/Ascertainability. Members of the Class are so numerous
2 that joinder of all members would be unfeasible and not practicable. The exact
3 number of Class Members is unknown to Plaintiff at this time; however, it is
4 estimated that there are thousands of individuals in the Class. The identity of such
5 membership is readily ascertainable from Defendants' records.

6 54. Typicality. Plaintiff's claims are typical of the claims of the Class
7 because Plaintiff purchased travel insurance from Defendants and, as a result of
8 Defendants' unlawful conduct, were charged more for that insurance than is allowed
9 under Washington law. Plaintiff's claims are based on the same legal theories as the
10 claims of other Class Members.

11 55. Adequacy. Plaintiff is fully prepared to take all necessary steps to
12 represent fairly and adequately the interests of the Class Members. Plaintiff's
13 interests are coincident with, and not antagonistic to, those of the members of the
14 Class. Plaintiff is represented by attorneys with experience in the prosecution of
15 class action litigation generally and in the field of consumer protection litigation
16 specifically. Plaintiff's attorneys are committed to vigorously prosecuting this action
17 on behalf of the members of the Class.

18 56. Common Questions of Law and Fact Predominate/Well Defined
19 Community of Interest. Questions of law and fact common to the members of the
20 Class predominate over questions that may affect only individual members of the
21 Class because Defendants have acted on grounds generally applicable to the Class.
22 Such generally applicable conduct is inherent in Defendant's wrongful conduct.
23 Questions of law and fact common to the Class include:

- 24 (a) Whether Defendants had a common, automated practice of charging
25 consumers mandatory assistance fees on top of insurance premiums for
26 travel insurance and even ticket insurance, without an option to decline
27 or avoid those fees;

- 1 (b) Whether Defendants had a common, automated practice of charging
2 customers mandatory assistance fees on top of insurance premiums for
3 travel insurance without disclosing the amount, nature, and bases of
4 those fees;
- 5 (c) Whether Defendants' conduct is *per se* unlawful, unfair, or deceptive in
6 violation of the Washington Consumer Protection Act;
- 7 (d) Whether Defendants' conduct is otherwise unlawful, unfair, or
8 deceptive in violation of the Washington Consumer Protection Act;
- 9 (e) Whether Defendants' conduct violates their duty of good faith and fair
10 dealing;
- 11 (f) Whether the fees Defendants charged for their supposed assistance
12 services constitute unlawful agent's fees in violation of RCW 48.17.270
13 and/or WAC 284-30-750;
- 14 (g) Whether the fees Defendants charged for their supposed assistance
15 services constitute unlawful premium in violation of RCW 48.19.040
16 and/or 48.18.180;
- 17 (h) Whether Defendants have engaged, and continue to engage, in unfair
18 practices by circumventing regulatory scrutiny and charging unlawful
19 and excessive agent fees and/or premium charges, and thus charging
20 consumers more than they are legally allowed to charge;
- 21 (i) Whether Defendants have engaged, and continue to engage, in unfair or
22 fraudulent practices by failing to disclose that the amounts charged to
23 Plaintiff and class members included mandatory assistance fees and by
24 misrepresenting in insurance offers that the prices charged were solely
25 for the insurance premium;
- 26 (j) Whether Defendants knew or should have known that reasonable
27 consumers did not value the assistance services offered by Princess;
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- 1 (k) Whether Defendants knew or should have known that reasonable
2 consumers interpreted Defendants' insurance offers as a single premium
3 and were unaware of any additional fee for Princess;
- 4 (l) Whether Defendants knowingly engaged in the alleged conduct;
- 5 (m) The total amount of profits and revenues earned by Defendants and/or
6 the total amount of monies or other obligations lost by class members as
7 a result of the misconduct;
- 8 (n) Whether class members are entitled to payment of damages, plus
9 interest thereon;
- 10 (o) Whether class members are entitled to payment of treble, exemplary
11 and/or statutory damages plus interest thereon; and
- 12 (p) Whether class members are entitled to injunctive and other equitable
13 relief and, if so, what is the nature (and amount) of such relief.

14 57. Superiority: Class action treatment is a superior method for the fair and
15 efficient adjudication of the controversy. Such treatment will permit a large number
16 of similarly situated persons to prosecute their common claims in a single forum
17 simultaneously, efficiently, and without the unnecessary duplication of evidence,
18 effort, or expense that numerous individual actions would engender. The benefits of
19 proceeding through the class mechanism, including providing injured persons or
20 entities a method for obtaining redress on claims that could not practicably be
21 pursued individually, substantially outweighs potential difficulties in management of
22 this class action. Plaintiff knows of no special difficulty to be encountered in
23 litigating this action that would preclude its maintenance as a class action.

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COUNT I

**(Violations of Washington’s Consumer Protection Act (“CPA”)
(RCW 19.86.010 et seq.))**

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3 58. Plaintiff realleges and incorporates by reference the paragraphs of this
4 Class Action Complaint as if set forth herein.

5 59. Plaintiff brings this claim on behalf of the Class and Princess Subclass.

6 60. At all relevant times, Defendants have engaged, and continue to engage,
7 in unlawful, unfair, and deceptive trade practices in Washington as outlined in this
8 Complaint.

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

23 62. The misconduct alleged herein has been declared a per se unfair
24 practice by Washington statutes and regulations.

25 63. The misconduct alleged herein is unfair because it is contrary to the
26 public interest in reasonable, regulator-approved, transparent, affordable, and non-
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1 discriminatory insurance rates, free from hidden, excessive, or otherwise unfair
2 charges or fees.

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

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

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

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

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

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

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

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

25 72. As a direct and proximate result of such actions, Defendants have
26 enjoyed, and continue to enjoy, significant financial gain in an amount which will be
27 proven at trial, but which is in excess of the jurisdictional minimum of this Court.
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1 without giving Plaintiff sufficient information about the amount of the assistance fee
2 and the nature of the services at issue.

3 79. Instead, Defendants offered insurance for a single price and made
4 misleading representations and omissions in their offer that led Plaintiff to believe
5 that she was being charged a simple, lawful insurance premium, without hidden,
6 unapproved fees being included.

7 80. Defendants knew or should have known that consumers, including
8 Plaintiff, would not pay Defendants' assistance fees if given the choice, and that
9 consumers did not know Defendants were charging those assistance fees.

10 81. Defendants knew or should have known that consumers, including
11 Plaintiff, would not pay Defendants' assistance fees if given the choice, and that
12 consumers did not know Defendants were charging those assistance fees.

13 82. Defendants deliberate refusal to identify the charge for their assistance
14 service also made it less likely that insureds would use the service for which they
15 had been charged.

16 83. In doing the things alleged above, Defendants considered only their
17 own interests and profits, and they disregarded the interests of Plaintiff and her other
18 insureds. Defendants' conduct was unreasonable, frivolous, and/or unfounded.

19 84. As a direct and proximate result of such actions, Plaintiff and the Class
20 Members have suffered, and continue to suffer, injury in fact and have lost money
21 and/or property as a result of such unfair conduct in an amount which will be proven
22 at trial, but which is in excess of the jurisdictional minimum of this Court.

23 Defendants' bad faith conduct caused Plaintiff and those similarly situated to pay
24 money that they otherwise would not have paid. Had Defendants dealt fairly and
25 honestly with their insureds, including by clearly distinguishing the assistance fee
26 from the premium in the insurance offer, identifying the amount of the assistance fee
27 and the nature of the services, and providing consumers the option to accept or
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1 decline the assistance fee, Plaintiff and those similarly situated would have declined
2 and/or avoided the fee for assistance services.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff
5 and all members of the proposed class the following relief against Defendant:

- 6 (a) For an order certifying the Class and Subclass under Fed. R. Civ. P. 23
7 and naming Plaintiff as representative of the Class and Subclass, and
8 Plaintiff's attorneys as Class counsel;
- 9 (b) For an order declaring that the Defendants' conduct violates the statutes
10 referenced herein;
- 11 (c) For an order finding in favor of Plaintiff and the Class and Subclass on
12 all counts asserted herein;
- 13 (d) For compensatory, statutory, and punitive damages in amounts to be
14 determined by the Court and/or jury;
- 15 (e) For prejudgment interest on all amounts awarded;
- 16 (f) For an order of restitution and all other forms of equitable monetary
17 relief;
- 18 (g) For injunctive relief as pleaded or as the Court may deem proper;
19 For an order awarding Plaintiff and the Class their reasonable attorneys'
20 fees and expenses and costs of suit.

21 **JURY DEMAND**

22 Plaintiff demands a trial by jury of any and all issues so triable.

23 Dated: July 24, 2024

24 Respectfully submitted,

25 By: /s/ Wright A. Noel
26 One of Plaintiffs' Attorneys

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Attorneys for Plaintiff

**Pro Hac Vice Application Forthcoming*

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE