

Notice of Proposed Class Action Settlement and Settlement Hearing

01.11.2002

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

STEVE DENSTMAN, individually and on behalf of all others similarly situated Plaintiff,

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Case No.: GIC 758772

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING

vs.

UNIVERSAL TRAVEL PROTECTION, INC.; CONTINENTAL CASUALTY COMPANY; and DOES 1 through 100, inclusive,

Defendants.

TO: ALL PERSONS WHO reside in California and who purchased and/or were insured under trip-travel insurance from, through, or underwritten by the named Defendants Universal Travel Protection, Inc. and/or Continental Casualty Company during the time period from December 1, 1996 through the date of this Notice (the "Settlement Class").

This notice is sent to inform you about the proposed settlement of a class action lawsuit (the "Action") on behalf of all individuals who fall within the above description of the Settlement Class. Certification of the Settlement Class and settlement of the Action have been conditionally approved by the Court for purposes of providing this notice. There will be a hearing on March 22, 2002, at 10:00 a.m., in Department 65 of the San Diego Superior Court, located at 330 W. Broadway, 4th Floor, San Diego, California 92101, to determine if the settlement described in this notice is fair, reasonable, equitable, and adequate, and should therefore be entered as a judgment in the Action. Please do not call the court for information.

1. SUMMARY OF CLAIMS IN LITIGATION

The Action, entitled STEVE DENSTMAN, individually and on behalf of all others similarly situated, Plaintiff v. UNIVERSAL TRAVEL PROTECTION, INC.; CONTINENTAL CASUALTY COMPANY; and DOES 1 through 100, inclusive, Defendants, Case No.: GIC 758772, is now pending in the Superior Court in and for the County of San Diego, State of California. In the Action, Plaintiff contends that Defendants violated a number of California Insurance Code sections by engaging in the following conduct:

1. Defendants allegedly sold the trip-travel insurance to members of the Settlement Class through Universal Travel Protection, Inc. which was allegedly not licensed to transact, market, sell, or administer insurance in California.
2. The insurance policy and the certificate of insurance were allegedly not approved as to form by the California Department of Insurance.
3. Individuals marketing and selling the trip-travel insurance were allegedly not properly licensed by the California Department of Insurance.
4. Defendants allegedly did not provide members of the Settlement Class with a notice required by California Insurance Code § 10296 regarding the potentially duplicative nature of the trip-travel insurance.
5. Defendants allegedly did not provide members of the Settlement Class with a notice required by California Insurance Code § 510 regarding dispute resolution information.
6. The information provided on the certificate of insurance provided to the members of the Settlement Class was allegedly smaller than 10-point font.
7. Defendants allegedly did not provide members of the Settlement Class with a notice required by California Insurance Code § 10350.1 regarding oral representations made about the policy terms.

Plaintiff contends the foregoing actions were in violation of California law. Defendants deny that the California provisions apply to such insurance, that there have been any violations of California law or other wrongdoing, or that there has been injury or damage to any insured or anyone else by the alleged violations. There has been no adjudication of wrongdoing on the part of any of the Defendants, nor should this settlement be construed as an admission or evidence of any wrongdoing.

Solely for purposes of determining whether the proposed settlement with Defendants should be approved, the Court has conditionally certified the Settlement Class in the Action as defined above.

2. THE RELEVANT TRIP-TRAVEL INSURANCE

The relevant trip-travel insurance may have been offered, marketed, or sold by or through one or more of the following entities: Travel Guard International, Inc.; Universal Travel Protection, Inc.; Travel Insurance Services; Worldwide Insurance Services, Inc.; or Highway to Health, Inc.

In addition, the relevant trip-travel insurance may have been offered, marketed, or sold as one of the following names:

- Cruise and Tour
- Cruise Holidays Cruise & Tour Protection Plan
- Cruise, Tour & Travel Protection
- Flight Guard
- Insure America Group
- Passenger Travel Protection Program
- Travel Guard
- Travel Guard Gold
- Travel Guard International
- Travel Insurance and Assistance Services
- Uniglobe Travel Trip Protection Plan
- All Travel Protection
- Multi Trip Travel Insurance
- Single Trip Travel Insurance
- Travel Insurance Select
- TripProtector

3. TERMS OF THE SETTLEMENT

Under this settlement, Defendants shall undertake the following:

(A) All trip-travel insurance marketed and/or sold by Defendants to California residents following entry of Judgment in this matter shall be marketed and/or sold in conjunction with the following written notice as set forth in California Insurance Code Section 10296, for as long as such statute so provides:

"NOTICE: This plan contains disability insurance benefits or health insurance benefits, or both, that only apply during the covered trip. You may have coverage from other sources that already provides you with these benefits. You should review your existing policies. If you have any questions about your current coverage, call your insurer or health plan."

(B) All entities marketing and/or selling trip-travel insurance to California residents on behalf of or as agents of Defendants shall be properly licensed by the California Department of Insurance or otherwise authorized by that agency or California law to market and/or sell such insurance.

(C) All certificate and/or policy forms for trip-travel insurance marketed and/or sold on behalf of Defendants shall be approved by the California Department of Insurance prior to issuance of any such certificate and/or policy to California residents.

In return for undertaking the foregoing actions, the claims of all members of the Settlement Class against the named Defendants will be dismissed with prejudice and all members of the Settlement Class will release and be permanently barred from thereafter pursuing any claims, demands, rights, liabilities, and causes of action, known or unknown, suspected or unsuspected, against the named Defendants and against Travel Insurance Services, Worldwide Insurance Services, and Highway to Health, Inc. based upon any of the allegations set forth in the Action, specifically including, but not limited to, the allegations and claims based thereon that are summarized in section 1. Notwithstanding the foregoing, this release does not apply to Travel Guard International, Inc., and does not include any claim for contractual policy benefits that members of the Settlement Class may have under any validly issued trip-travel insurance policy or certificate of insurance issued or underwritten by Defendants.

Subject to Court approval, this release shall apply to and bind Plaintiff and all members of the Settlement Class who do not opt out as set forth below, including those members of the Settlement Class who do not submit a timely request to opt out, whose class notices are returned as undeliverable, or who otherwise do not receive notice of the terms of Class Settlement.

Subject to Court approval, attorneys for Plaintiff and for the Settlement Class will be reimbursed for attorneys' fees and costs for prosecuting the Action. Defendants have agreed to pay the law firm of HENDERSON HUMPHREY & O'SHEA, attorneys for Plaintiff and for the Settlement Class, their attorneys' fees and costs as approved by the Court in an amount not to exceed the sum of two hundred thousand dollars (\$200,000.00), as payment for attorneys' fees and costs incurred by Plaintiff in litigating and resolving this Action, including all reasonable and necessary post-settlement fees and costs incurred prior to entry of Judgment in the Action

4. HOW TO OBJECT TO APPROVAL OF THE SETTLEMENT

On March 22, 2002, at the above-referenced hearing, the Court shall determine whether to fully approve the proposed settlement. If you do not object to the settlement, you need take no further action.

If you do not want to remain a member of the Settlement Class, you must send a letter to the following address: Denstman Class Action Settlement Administrator c/o Robert S. Gerber, Esq., Sheppard, Mullin, Richter & Hampton, LLP, 501 West Broadway, San Diego, CA 92101. The letter must be postmarked no later than March 15, 2002, must be signed by the person(s) to whom this notice is addressed, and must state that you wish to opt out of the proposed Settlement Class. Should you choose to exclude yourself from the Settlement Class, you will not be bound by any further orders or judgments regarding the Settlement Class, and you may, at your own expense, choose to pursue any individual claims you may have against the Defendants.

You may also choose to object to the proposed settlement of the Action. If you wish to object to all or any part of the proposed settlement, you must file written objections with the Court Clerk, located at 330 West Broadway, San Diego, CA 92101, no later than March 15, 2002, in accordance with California law and court rules. If you wish to specifically appear and be heard at the hearing, you must file a statement of your intention to do so with the Court Clerk at the same address above, no later than March 15, 2002. Copies of any written objections and notices of intention to appear at the hearing must also be served on the following addresses, postmarked no later than March 15, 2002.

Counsel for Plaintiff

J. Scott Humphrey, Esq.
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Counsel for Defendant Continental Casualty Company

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Counsel for Defendant Universal Travel Protection, Inc.

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San Diego, CA 92101-8575

This Notice provides only a summary of matters relating to the Action. You may discuss this with your own attorney. You may seek Court permission to appear at the hearing regarding the proposed settlement either through your own personal appearance or through your own attorney. For more detailed information, you may examine the Court's file regarding this Action during the Court's regular business hours, at the office of the Clerk of the Court of the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101.

The Honorable Vincent P. Di Figlia
Judge of the Superior Court