

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

TRALISA SHERIDAN,
individually and on behalf
of all others similarly situated;

Plaintiff,

v.

Case No. 2:20-cv-244

**ASSICURAZIONI GENERALI
GROUP, S.p.A; GENERALI U.S.
BRANCH; AND GENERALI
GLOBAL ASSISTANCE, INC.
D/B/A CSA TRAVEL PROTECTION
AND INSURANCE SERVICES; and
CUSTOMIZED SERVICES
ADMINISTRATORS, INC.;**

Defendants.

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL CLASS ACTION COMPLAINT

COMES NOW Plaintiff Tralisa Sheridan (“Sheridan” or “Plaintiff”), individually and on behalf of all other similarly situated persons, against Defendants Assicurazioni Generali Group, S.p.A.; Generali U.S. Branch; Generali Global Assistance, Inc. d/b/a CSA Travel Protection and Insurance Services, a/k/a and f/k/a Customized Services Administrators, Inc. (collectively “Generali” or “Defendants”), and brings this putative class action. In support thereof, Plaintiff makes the following allegations upon personal knowledge of the facts pertaining to herself and on information and belief as to all other matters, and states as follows:

I. NATURE OF ACTION

This is a class action arising out of Defendants' acts and omissions amounting to a breach of contractual duty, under the terms of travel insurance policies Defendants issued to Plaintiff. Defendants contracted to indemnify Plaintiff and all others similarly situated for pecuniary and other losses and damages incurred as a result of covered events that prevented insureds from taking their planned trip. Plaintiff's claims, as well as the claims of each proposed class member, are supported by the written provisions of the Master Policy for travel protection insurance underwritten and administered to them by Defendants, Master Policy No. TMP10010 (the "Policy"). *See Exhibit A*, The Policy, Master Pol. No. TMP100010.

1. Defendants have caused substantial harm to Plaintiff and the proposed class by improperly refusing to issue reimbursement for trip cancellations explicitly covered by the Policy. Plaintiff has been completely denied reimbursement for her Trip Cancellation Claim ("Claim"). Upon information and belief, Defendants have effectively adopted an approach to categorically issue denials to every Claim arising during the natural disaster that was brought on by COVID-19. Defendants refused to pay COVID-19 related trip cancellations by others insured under the Policy, whether said claimants submitted claims requesting indemnity for: (a) the Maximum Limit(s) Per Person or Plan for Trip Cancellation as listed on their respective Schedules of Benefits; (b) actual damages incurred due to trip cancellations; or (c) the price of the premiums initially paid by the insureds for Policies.
2. Plaintiff brings this action on behalf of herself and all other similarly situated individuals. Plaintiff seeks to recover compensatory, as well as declaratory and injunctive relief.

II. PARTIES

3. Plaintiff Tralisa Sheridan is a citizen of the United States residing in the City of White Oak in Gregg County, Texas.
4. Defendant Assicurazioni Generali Group, S.p.A. (or “Generali Group”) is an Italian corporation that regularly conducts business in Texas, with its principal place of business located in Trieste, Italy.
5. Defendant Generali U.S. Branch (or “Generali U.S.”) is a Maryland corporation with its principal place of business located in New York, New York. Generali Group is licensed to do business in all 50 states as well as in the District of Columbia; specifically, Generali U.S. is engaged in the business of issuing insurance policies that are underwritten by Generali Group.
6. Defendant Generali Global Assistance, Inc. (or “GGA”) is a New York corporation with its principal place of business in Bethesda, Maryland and branches in Alabama, Arizona, Florida, Georgia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Dakota, Ohio, Pennsylvania, South Dakota, and West Virginia.
7. GGA also does business under the name Europ Assitance USA, Inc. in Idaho and Michigan.
8. GGA is formerly and alternatively known as Customized Services Administrators, Inc. (“CSA”). CSA registered the trademark “CSA Travel Protection” in 2003.
9. CSA is an active California corporation with its principal place of business in California and branches in Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Hawaii, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, New Mexico, Nevada, North Carolina, North Dakota, Ohio Oklahoma, Pennsylvania, South Carolina, South Dakota, Texas, Virginia, West Virginia, and Wyoming.

10. Five of the above-mentioned CSA branches are alternatively known as Generali Global Assistance and Insurance Services.¹
11. Because of the unitary nature of Generali's businesses, all above-listed Defendant entities; Generali Group, Generali U.S., GGA, and CSA, shall hereinafter be referred to and treated collectively as "Generali" or "Defendants" unless addressed separately.
12. Currently and at all times relevant herein, Generali, through its practices and relationships with its subsidiaries and alternate business names under which it carries out a vast majority of its U.S. business, has consistently shown an existing unity of ownership, of operation, and of use sufficient to definitively establish the unitary nature of Generali's business. Specifically, in addition to the clear unity of ownership as set forth above, Generali's operational unity is evidenced by central advertising, accounting, and management in the United States; further, Generali has demonstrated unity of use in its general system of operation.
13. For the foregoing reasons, all Defendant Generali entities can be said to maintain the same registered agent in Texas, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, who can be served at 211 E. 7th Street, Suite 620, Austin, Texas 78701.

III. JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class is a citizen of a different state than Defendant; there are more than 100 members of the Class; and upon information and belief the aggregate amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs.

¹ Arkansas, Hawaii, Indiana, Maine, and Utah.

15. This Court has general jurisdiction over Defendants because they have purposefully availed themselves of the benefits and protections of the state by conducting continuous and systematic business operations that are so substantial in this judicial district so as to render it essentially at home in this state. Generali Group underwrites insurance policies in the United States through Generali U.S. Branch. Generali U.S. is licensed to do business in the state of Texas and underwrites insurance policies to residents of this district. GGA conducts business under its fictitious business name, CSA, which administers plans to residents of this district. CSA has an active branch located within the state of Texas and holds an active license with the Texas Department of Insurance.²
16. This Court has specific jurisdiction over Defendant's United States entities; Generali U.S., GGA, and CSA, pursuant to Texas's long-arm statute.³ Generali, by and through its U.S. entities, does business in Texas by contracting with Policy purchasers to insure against risk and loss related in whole or in part to the state.
17. Venue is proper in the Eastern District of Texas pursuant to 28 U.S.C. § 1391 in that all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within the Eastern District of Texas.

IV. FACTUAL BACKGROUND

18. On March 26, 2019, Plaintiff used the online vacation booking website VRBO.com to book accommodations for her daughter's destination wedding in Florida the following Spring.

² License/Registration Number(s): 19884, 19885

³ Texas courts have jurisdiction over disputes concerning contracts concluded between a Texas resident and a non-resident where 'either party is to perform the contract in whole or in part in this state.' A nonresident does business in Texas if the nonresident contracts by mail or otherwise with a Texas resident and either party is to perform the contract in whole or in part in this state. Tex. Civ. Prac. & Rem. Code Ann. § 17.042(1).

Plaintiff paid approximately \$3,500 through VRBO to reserve oceanfront vacation rental accommodations.

19. Upon checkout on VRBO's booking site, Plaintiff elected to pay an optional, additional fee of \$180.84 for a travel insurance coverage plan ("CSA Travel Protection" or "Plan"). **See Exhibit B**, Policy Confirmation Letter Email (3.26.19).
20. Plaintiff had travel plans in place for herself, her husband, her son, her parents, her son-in law's family, and their local pastor from their Texas hometown who was to travel with the group in order to marry the bride and groom in Florida (collectively, the "wedding party" or "group").
21. Plaintiff and the wedding party intended to drive to Florida on March 21, 2020 and return on March 28, 2020. The ceremony was set to be held oceanside, on the sands of Navarre Beach in Santa Rosa County, Florida. Plaintiff booked the beachside rental in order to accommodate the entire wedding party except for the bridal party.

The COVID-19 Pandemic

22. On January 21, 2020, the first case of Coronavirus ("COVID-19") was diagnosed in the United States.
23. Within ten days of the first U.S. diagnosis, approximately 8,000 Americans were confirmed infected by the life-threatening virus.
24. On January 30, 2020, the World Health Organization quickly declared COVID-19 a "Global Health Emergency;" a "Public Health Emergency of International Concern," on the next day, the President declared COVID-19 a public health emergency.
25. On February 11, 2020, five days after the first coronavirus death in the U.S., the coronavirus was given its official name, COVID-19, by the World Health Organization.

26. CDC officials said it was the first quarantine order issued by the federal government in over 50 years.
27. On February 21, 2020, Dr. Nancy Messonnier, director of the CDC's National Center for Immunization and Respiratory Diseases, told reporters that U.S. health officials were preparing for the coronavirus to become a pandemic.⁴
28. On February 29, 2020, the U.S. government issued a "do not travel" warning and prohibited travel between the United States and several countries with COVID-19 outbreaks.
29. On March 1, 2020, Florida Governor Ron DeSantis declared a State of Emergency. DeSantis delegated Florida's State Health Officer to "take any action necessary to protect the public health," for as long as the emergency lasted."⁵ The Florida Department of Health was given the power to make decisions on quarantining people and cancelling events. Dr. Jose Szapocznik, a professor of Public Health Sciences at the University of Miami, said: "It's sort of like your building is on fire. You as a firefighter don't call your boss and say, 'can I turn on the hose?'"⁶
30. After the Florida governor's March 1 declaration, Plaintiff's wedding coordinator, Gold Coast Event Services, cancelled on Plaintiff and her family.
31. On March 4, The World Health Organization raised the mortality rate of coronavirus up to 3.4%. In comparison, the seasonal flu kills fewer than 1% of those infected.
32. On March 5, 2020, the President was precluded from travelling to Florida for a Health Technology convention he had been planning to attend, as the event was cancelled for the first

⁴ <https://www.usatoday.com/story/news/world/2020/02/21/coronavirus-who-contain-outbreak-iran-deaths-south-korea-cases/4829278002/>

⁵ https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-51.pdf

⁶ <https://www.nbcmiami.com/news/local/florida-is-under-a-public-health-emergency-what-does-that-mean/2200677/> (stating also "A public health emergency can last as long as it needs to.")

time in 58 years due to the convention's announced cancellation. Cancellation was deemed "unavoidable" by the convention, in order to meet its "obligation to protect the health and safety of [its] global community, employees and local residents," a news release said.⁷

33. On March 11, 2020, the same day the World Health Organization reclassified COVID-19 as a worldwide pandemic, the CDC awarded Florida \$27 million to stop the virus's spread.

34. On March 13, 2020, the President declared a "National Emergency," which he said freed up nearly \$50 billion in additional disaster funding. The same day, Texas Governor Greg Abbott declared a "State of Disaster" in Texas.

His order read:

NOW, THEREFORE, I, GREG ABBOTT, Governor of the State of Texas, do hereby certify that *COVID- 19 poses an imminent threat of **disaster***. In accordance with the authority vested in me by Section 418.014 of the Texas Government Code, *I hereby declare a **state of disaster** for all counties in Texas.*⁸

35. March 13, 2020 was also an eventful day in Florida when Florida Governor Ron DeSantis announced a spike in Florida cases upon discovery of thirteen new positive cases. Governor DeSantis also announced that the state had only received less than half the amount of COVID-19 testing kits that had been ordered.

36. On March 16, 2020, the President issued the *President's Coronavirus Guidelines for America*, known also as the "30 Days to Slow the Spread" campaign, which called for Americans to **avoid social gatherings of more than 10 people for the next 15 days** and to **limit discretionary travel**, among other guidelines. The CDC had published a page on its official website dedicated to COVID-19, including links to additional CDC guidelines published in furtherance of the "stop the spread" initiative. Under the site's "Travel" drop-down tab, travel-

⁷ <https://www.clickorlando.com/news/local/2020/03/05/health-it-conference-trump-planned-to-attend-in-orlando-canceled-amid-coronavirus-fears/>

⁸ <https://gov.texas.gov/news/post/governor-abbott-declares-state-of-disaster-in-texas-due-to-covid-19>

specific informational pages were made available, such as one titled “Travel in the US.” The page listed seven key inquiries to ask oneself “if you are thinking about traveling away from your local community:”

Is COVID-19 spreading where you’re going?

You can get infected while traveling.

Is COVID-19 spreading in your community?

Even if you don’t have symptoms, you can spread COVID-19 to others while traveling.

Will you or those you are traveling with be within 6 feet of others during or after your trip?

Being within 6 feet of others increases your chances of getting infected and infecting others.

Are you or those you are traveling with more likely to get very ill from COVID-19?

Individuals who have an increased risk of severe illness from COVID-19 should limit their travel.

Do you live with someone who is more likely to get very ill from COVID-19?

If you get infected while traveling you can spread COVID-19 to loved ones when you return, even if you don’t have symptoms.

Does the state or local government where you live or at your destination require you to stay home for 14 days after traveling?

Some state and local governments may require people who have recently traveled to stay home for 14 days.

If you get sick with COVID-19, will you have to miss work or school?

People with COVID-19 disease need to stay home until they are no longer considered infectious.⁹

37. Governor DeSantis ordered that all bars and nightclubs be shut down state-wide and that students would not return to class until at least mid-April. A study was released that day, finding that viable virus could be detected up to three hours later in the air, up to four hours on copper, up to 24 hours on cardboard, and up to two to three days on plastic and stainless steel.¹⁰ The next day a new CDC report was released, showing that people of all ages were at risk for contracting the virus.

⁹ <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html>

¹⁰ <https://www.usatoday.com/story/news/health/2020/03/18/heres-how-long-coronavirus-can-live-surfaces-and-air-study/2863287001/>

38. On March 19, 2020, three days before Plaintiff's scheduled departure date, the U.S. surpassed 10,000 cases.
39. On March 20, 2020, as of 6 p.m., the number of Florida-related cases was 563. 510 cases in Florida residents and 53 non-Florida residents who were diagnosed while visiting the Sunshine State.¹¹ Orange County, Florida instituted a curfew.¹²
40. On March 22, 2020, Florida's Governor sent a letter to the President formally requesting that the President declare a Major Disaster for the State of Florida and include in the declaration the activation of multiple FEMA programs."
41. Plaintiff and her group planned to head to Florida from their home in White Oak, Texas. Unfortunately, the group's plans to travel by automobile raised even more issues by March 19th, when concerns were raised over the availability of fuel, or lack thereof, at gas stations across the nation.

Plaintiff's Trip Cancellation

42. On March 19th, Plaintiff relying upon the guidelines and warnings from all levels of government and from the President, realizing that her accommodations at her destination were inaccessible decided to cancel their reservation. *See Exhibit C*, Accommodation Cancellation Confirmation (3.19.20).
43. The road trip out of Texas would have involved travelling through Alabama, Louisiana, and Mississippi to reach their Florida destination. Mississippi's governor had declared a state of emergency on March 14, and by March 29, the day Plaintiff and the wedding party would have been driving back home, Texas Governor Greg Abbott had officially announced that travel by

¹¹ <https://www.clickorlando.com/news/local/2020/03/20/florida-now-at-520-coronavirus-cases-10-deaths/>

¹² <https://www.clickorlando.com/news/local/2020/03/20/orange-county-implements-county-wide-curfew-during-coronavirus-pandemic/>

road from any location in the state of Louisiana into Texas would require a 14-day self-quarantine. Multiple highway electronic signs were placed in directions between Louisiana and Texas, warning drivers that personal travel from Louisiana must quarantine.

44. On March 21, Florida's numbers showed 706 cases confirmed in Florida residents and 57 confirmed in non-Florida residents. Navarre Beach was shut down by Santa Rosa County that day.
45. Plaintiff purchased the Policy at the same time she booked the accommodations in late March 2019, she could not have possibly foreseen (nor could anyone) the outbreak of a worldwide viral pandemic that would unfold almost a year later.

Defendants' Complete Denial of Plaintiff's Claims as an Insured Policyholder

46. Plaintiff called Defendants on March 21, 2020, the day of her scheduled Trip Departure Date, following the Policy clause stating "Should you have a dispute concerning your premium or about a claim you should contact Generali US Branch first."¹³ Plaintiff called the Program Administrators (CSA's) toll-free telephone number listed on that page of the Policy. Once on the line with a CSA agent, she was told that she needed to submit her claim using the online "eClaims portal" at <https://homeaway-travel-us.eclaims.csaclaims.com/>.
47. The next day, March 22, Plaintiff submitted her claim through the online eClaims portal as soon as she was able to, because the process took approximately 45 minutes and she had to find time to set aside for the process. She received an email confirmation that her Claim had been submitted. **See Exhibit D**, Email Confirmation, Trip Cancellation Claim Filed (3.22.20).
48. It was not until 38 days later, April 29, that Plaintiff received a notification on the eClaims portal stating: "We're sorry to inform you that your claim has been denied. You will receive

¹³ Policy p. 31.

an email with detailed explanations shortly.” *See Exhibit E*, eClaims portal Summary of Claim No. 20024681-01. Plaintiff received the same message, and nothing more, repeated each time she visited the eClaims portal for updates on April 29, April 30, May 4, and May 6. As of the date of this Complaint, Plaintiff has yet to receive any form of “email with detailed explanations” as promised in the eClaims portal message.

49. The Policy provides coverage for Trip Cancellation, among other events.

50. The Trip Cancellation Benefit Rider states:

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments that you paid for your Trip, if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip to you or your Traveling Companion, while your coverage is in effect under this Policy.

“Covered Events” Under the Policy

Inaccessible Accommodation Coverage

51. The Policy’s lists the following item (hereinafter “Inaccessible Accommodations Coverage”) under “Covered Events:”

Your Accommodations at your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 15 calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means your Accommodations can not be reached by your original mode of transportation. Benefits are not payable if the event occur or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date.¹⁴

52. Due to the COVID-19 pandemic, the President of the United States officially approved declarations of disaster for Texas and Florida, Plaintiff’s domicile and trip destination. The President also, in declaring the pandemic a “national emergency,” invoked the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et seq.*, which is

¹⁴ Policy, p. 17.

the statutory authority for most federal disaster response activities. The President's Disaster Relief Fund, managed by FEMA, is used to fund various "disaster assistance programs."

53. The declarations of disaster throughout the country and, specifically as to Plaintiff's case, in Texas and Florida, had already been officiated as of the date of Plaintiff's Trip Cancellation.

Quarantine Coverage

54. Further, the Policy's "Covered Events" specifically provide for coverage in the event of "Being hijacked or Quarantined," and "Quarantine" is a Defined Term set forth in the Policy and stated specifically as follows: "QUARANTINE means the enforced isolation of your or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests."

Generali's Blanket Denial of All Claims Filed as a Result of COVID-19 Effects

55. Generali, in "A Message to [their] Customers About Coronavirus," stated:

As of January 29, 2020, the Coronavirus (COVID-19) outbreak was considered a foreseeable event. Consequently, any event(s) related to COVID-19 for all new travel policies purchased on or after January 29, 2020¹⁵ may thereby be excluded in accordance with the terms and conditions of the Policy. In addition, there will be no coverage for COVID-19 related losses occurring on or after March 11, 2020, the date COVID-19 was formally declared a pandemic by the World Health Organization. Please note, our plans will not cover fear of travel. Customers are strongly encouraged to read their Description of Coverage or Insurance Policy (<https://www.generalitravelinsurance.com/retrieve-policy.html>) for details regarding their available coverage.

See Exhibit F, Generali COVID-19 Notice.

56. Despite unambiguous language in the policy, which is a fully integrated insurance agreement, Defendants breached the policy by failing to indemnify Plaintiff for the losses she incurred as a result of the forced cancellation of her travel plans due to a covered event.

¹⁵ While this condition is inapplicable to Plaintiff because she purchased her Policy in 2019, it does apply to potentially thousands of Class Members who will be subject to the condition due to their date of Policy purchase.

V. CLASS ALLEGATIONS

57. Plaintiff brings this action, individually, and on behalf of a nationwide class, pursuant to Federal Rule of Civil Procedure Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3) and/or 23(c)(4), defined as follows :

Nationwide Class

All persons located within the United States that purchased Generali insurance plans accompanied by the Policy and were prevented from taking a trip as a result of a covered event during the COVID-19 pandemic who have incurred out of pocket Trip Cancellation expenses.

58. In the alternative to the Nationwide Class, and pursuant to Federal Rule of Civil Procedure, Rule 23(c)(5), Plaintiff seeks to represent the following state class only in the event

59. that the Court declines to certify the Nationwide Class above. Specifically, a “State Class” consisting of the following:

Texas Class

All persons in Texas that purchased Generali insurance plans accompanied by the Policy and were prevented from taking a trip as a result of a covered event during the COVID-19 pandemic who have incurred out of pocket Trip Cancellation expenses.

60. Excluded from the class(es) are Defendants, any entities in which Defendants have a controlling interest, any of the officers, directors, or employees of the Defendants, the legal representatives, heirs, successors, and assigns of the Defendants, anyone employed with Plaintiff’s counsels’ firms, any Judge to whom this case is assigned, and his or her immediate family.

61. **Numerosity.** The Class is so numerous that joinder of all members is impracticable. Due to the nature of the insurance involved, the members of the Class are geographically dispersed throughout the United States. While the exact number of Class members is information not readily available at this time, as only Generali possesses the data to determine a numerical figure to indicate the Policies sold throughout the US that have resulted in myriad claims

Generali has received from consumers who would qualify as Class Members for purposes of this action, Plaintiff has reasonable belief that there are thousands of potential members in the Class. Generali states on its website that it has a presence in 50 countries in the world and earned a total premium income in excess of €69.7 billion (approximately \$80 billion) in 2019, serving 61 million customers worldwide.¹⁶

62. **Typicality.** Plaintiffs' claims are typical of the claims of the other members of the Class she seeks to represent because Plaintiff and all Class members purchased identical coverage from Generali containing identical language regarding Trip Cancellation and Covered Events, and all Class members have been improperly denied coverage.

63. **Adequacy.** Plaintiff has retained counsel experienced in complex class action and insurance litigation. Plaintiff has no interests which are adverse to or in conflict with other members of the Class. Plaintiff will fully and adequately protect the interests of all members of the Class.

64. **Commonality.** The questions of law and fact common to the members of the Class predominate over any questions that may affect only individual members, namely: whether the events caused by the emergence of the COVID-19 pandemic constitute Covered Events under the Policy; whether the effects of any stay-at-home directives, "stop the spread" initiatives, or any other national health or safety warnings issued as a result of the COVID-19 pandemic that precluded Class Members from embarking upon or completing trips for which they purchased Policy coverage, trigger Covered Events under the Policy's terms; and whether the Policy requires Generali to reimburse Policy holders for expenses incurred as a result of trip cancellation due to events caused by the COVID-19 pandemic national disaster.

¹⁶ <https://www.generali.com>

65. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all Class members is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the courts and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Class. A class action, on the other hand, would achieve substantial economies of time, effort, and expense, and would assure uniformity of decision with respect to persons similarly situated without sacrificing procedural fairness or bringing about other undesirable results.
66. The interest of the members of the Class in individually controlling the prosecution of separate actions is theoretical rather than practical. The Class is cohesive, and prosecution of the action through representatives would be unobjectionable. The damages suffered by the Class are uniform and generally formulaic, and the expense and burden of individual litigation could preclude them from fair redressal of the wrongs done to them. Plaintiff anticipates no difficulty in the management of this action as a class action.

COUNT I: BREACH OF CONTRACT

(On Behalf of the Nationwide Class or, in the alternative, the State Class)

67. The preceding paragraphs are incorporated by reference as if fully alleged herein.
68. Plaintiff and the class purchased insurance from Defendant and were thereupon issued the Policy.
69. The Policy is a valid and enforceable contract between Generali and all policyholders, including Plaintiff and class members.
70. Plaintiff and the class members substantially performed their obligations under the terms of the Policy and Class Policies.

71. Plaintiff and the class members suffered losses from events that should be reimbursed as results of Covered Events under the Policy.
72. Defendants have failed to compensated Plaintiff and class members for their respective losses as required by the Policy.
73. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT II: DECLARATORY AND INJUNCTIVE RELIEF

(On Behalf of the Nationwide Class or, in the alternative, the State Class)

74. The preceding paragraphs are incorporated by reference as if fully alleged herein.
75. An actual controversy has arisen and now exists between Plaintiff and the class, on the one hand, and Defendant, on the other, concerning the respective rights and duties of the parties under the Policy.
76. Plaintiff contends that Generali has breached the Policy by failing to timely pay Class Members for their respective losses for covered damages.
77. Plaintiff, therefore, seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court to declare Generali's conduct unlawful and in material breach of the Policy so as to avoid future controversies that would allow for continual injustices such as the one at issue here, where huge insurance companies take advantage of masses of consumers.
78. Pursuant to a declaration of the parties' respective rights and duties under the Policy and Class Policies, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Policy; and (2) ordering Defendant to comply with the terms

of the Policy, including payment of all amounts due to each respective class member under the stated Policy coverages that were extended to them upon purchase.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests relief and judgment against Defendant as follows:

- (a) That the Court enter an order certifying the class, appointing Plaintiff as a representative of the class, appointing Plaintiff's counsel as class counsel, and directing that reasonable notice of this action, as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the class;
- (b) For a judgment against Defendant for the causes of action alleged against it;
- (c) For compensatory damages in an amount to be proven at trial;
- (d) For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Policy and Class Policies;
- (e) For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Policies;
- (f) For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- (g) For Plaintiff's attorneys' fees;
- (h) For Plaintiff's costs incurred; and
- (i) For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

July 20, 2020

Respectfully submitted,

/s/ J. Ryan Fowler

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EXHIBITS

EXHIBIT A, The Policy, Master Pol. No. TMP100010

EXHIBIT B. Policy Confirmation Letter Email (3.26.19)

EXHIBIT C, Accommodation Cancellation Confirmation (3.19.20)

EXHIBIT D, Email Confirmation, Trip Cancellation Claim Filed (3.22.20)*

EXHIBIT E, eClaims portal Summary of Claim No. 20024681-01

EXHIBIT F, Generali COVID-19 Notice



DESCRIPTION OF COVERAGE

G-200HA

UNDERWRITTEN BY GENERALI US BRANCH, A Stock Company

Master Policy Number: TMP100010

This Description of Coverage does not amend, extend or alter the coverage afforded by the insurance policy.

This Description of Coverage may describe more travel insurance benefits than purchased by you. As insurance benefits can vary from program to program, please refer to the Schedule of Benefits. It provides you with specific information about the program you have purchased.

Notice to residents of AK, SD, OH, LA, CO, MN, WA, WY, IN, NY, GA, KS, OR, TN. This document is for informational purposes only. To obtain your state specific insurance policy please call (888) 501-3025 or visit <http://www.csatravelprotection.com/certpolicy.do>.

FOR COVERAGE INQUIRIES OR CUSTOMER SERVICE CALL:
(888) 501-3025

PARA ASISTENCIA EN ESPANOL, FAVOR DE LLAMAR AL:
(800) 318-0179

FOR EMERGENCY ASSISTANCE 24H A DAY DURING YOUR TRIP, CALL:

IN THE U.S.
(877) 243-4135

COLLECT WORLDWIDE
(240) 330-1529

DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES (PROVIDED BY CSA'S DESIGNATED PROVIDER)

Available Services

Various 24-Hour Emergency Assistance Services are provided along with the CSA Travel Protection® plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States. This plan is administered by CSA Travel Protection and Insurance Services.

How to Call the 24-Hour Emergency Hotline

If you need emergency help for an available service, you can call toll-free 24 hours a day to (877) 243-4135 from within the United States, or call collect to (240) 330-1529 from around the world.

When calling, you should have available your Policy/Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit www.consumer.att.com/global/english/away/directservice.html for information on how to reach an English-speaking operator. If you were unable to reach CSA collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and CSA cannot be held responsible for the quality or results of any services provided by these independent practitioners.

Availability of Services

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your trip.

Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

Informational Services

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

EMERGENCY ASSISTANCE SERVICES

Medical Referral

If an emergency occurs during a trip that requires you to visit a doctor, you should call the Emergency Hotline to obtain the names of local qualified doctors who speak your language. If additional medical services are required, the assistance provider is prepared to consult with the attending physician and provide such assistance, as they believe to be in your best interest.

Traveling Companion Assistance

If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

Emergency Cash Transfer

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to \$500 after satisfactory guarantee of reimbursement from you.

Legal Referral

The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

Locating Lost or Stolen Items

The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

Replacement of Medication and Eyeglasses

The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

Embassy and Consular Services

The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

Worldwide Medical Information

The assistance provider can provide necessary inoculation and vaccination information, and detailed general health and medical descriptions of destinations around the world.

Interpretation/Translation

The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

Emergency Message Relay

Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

Pet Return

The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

Vehicle Return

The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

ON DEMAND MEDICAL CARE

Consult A Doctor™

Consult A Doctor offers 24/7 access to its proprietary nationwide cross-coverage network of U.S. licensed physicians for telephone and secure e-mail medical consultations. Physicians provide specific answers to medical questions and advice regarding non-emergency, routine medical conditions. Physicians discuss symptoms, recommend treatment options, diagnose many common conditions, and prescribe medication when appropriate.

City profiles: provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

Epicurean needs: arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

Event ticketing: provides tickets to virtually any sporting, theater or concert event worldwide.

Flowers and gift baskets: include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

Golf outings and tee times: provide referrals and tee times at golf courses around the world.

Hotel accommodations: offers research and recommendations on hotels worldwide and book reservations if requested by you.

Meet-and-greet services: include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

Personalized retail shopping assistance: includes purchasing selected retail items at your request.

Pre-trip assistance: provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

Procurement of hard-to-find items: ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

Restaurant reviews and reservations: provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

Rental car reservations: provide worldwide reservations through most major rental car agencies.

Airline reservations: provide full-service air travel accommodations to destinations worldwide.

Pet Services Locator: helps travelers find pet-related services such as veterinarians and pet sitters.

INSURANCE COVERAGE

SCHEDULE OF COVERAGE

| Coverage | Maximum Limit Per Reservation |
|---|----------------------------------|
| Trip Cancellation | Up to 100% of Trip Cost Insured* |
| Travel Delay Coverage (\$150 Daily Limit Applies) | \$600 |

* The maximum Trip Cost for this plan is \$50,000.

10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrators office or our authorized agent. When so returned, the Description of Coverage is void from the beginning. After this 10-day period, the payment for this coverage is nonrefundable.

DEFINITIONS

“you”, “your” and “yours” refer to the Insured. “we”, “us” and “our” refer to the company providing this coverage. In addition, certain words and phrases are defined as follows:

ACCIDENT means a sudden, unexpected, unintended and external event, which causes Injury.

ACCOMMODATION means any establishment used for the purpose of temporary overnight lodging for which a fee is paid and reservations are required.

ACTUAL CASH VALUE means purchase price less depreciation.

ADOPTION PROCEEDING means any mandatory meeting as a condition of law requiring the attendance of the prospective adoptive parent(s) with the intent to create a legal parent-child relationship.

AIR FLIGHT ACCIDENT means an Accident that occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

BAGGAGE means luggage, personal possessions and travel documents taken by you on your Trip.

COMMON CARRIER means any land conveyance, with scheduled and published departure and arrival times, operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

DOMESTIC PARTNER means a person who is at least eighteen years of age and you can show: (1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; (2) evidence of cohabitation for at least the previous 6 months; and (3) an affidavit of domestic partnership if recognized by the jurisdiction within which you reside.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

FAMILY MEMBER means

- Traveling Companion(s)
- Insured's or Traveling Companion's Spouse
- Insured's, Traveling Companion's or Spouse's:
 - child;
 - parent;
 - sibling;
 - grandparent, great-grandparent, grandchild or great-grandchild
 - step-parent, step-child or step-sibling;
 - son-in-law or daughter-in-law;
 - brother-in-law or sister-in-law;
 - aunt or uncle;
 - niece or nephew;
 - legal guardian;
 - foster child or legal ward.

FINANCIAL INSOLVENCY means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the jurisdiction of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Trip, provided the Financial Insolvency occurs more than 14 days following your effective date for the Trip Cancellation Benefits. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

HOSPITAL means an institution that meets all of the following requirements: (1) it must be operated according to law; (2) it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; (3) it must provide diagnostic and surgical facilities supervised by Physicians; (4) registered nurses must be on 24-hour call or duty; and (5) the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis. A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

HOST means the person with whom you are scheduled to share pre-arranged overnight accommodations in his/her principal place of residence.

INJURY means bodily harm caused by an Accident which requires the in-person examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

INSURED means the person named on the application form, for whom the required premium payment is received and a Trip is scheduled and any eligible Traveling Companions who share the same Accommodation with the person enrolled and for whom the required premium payment is received.

INSURER means Generali US Branch. Generali US Branch operates under the following names:

In California: Generali Assicurazioni Generali S.p.A. (U.S. Branch)

In Virginia: The General Insurance Company of Trieste and Venice – U.S. Branch

OTHER VALID AND COLLECTIBLE HEALTH INSURANCE means any policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes, but is not limited to, group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a covered expense.

PAID means cash, check, credit card amounts paid for your Trip, including but not limited to reservation costs, timeshare exchange fees, ownership dues (not including the cost of your vacation ownership) and maintenance fees. Payments also include the units of currency purchased from a travel or vacation club to be used as valuation in payment for arrangements and to access travel arrangements (including but not limited to points, credits or other values). Such currency units must be used in accordance with travel or vacation club rules and must be for travel under a membership or for a deeded real estate product. In the case of currency units, we reserve the right to replace, restore or replenish your currency units in lieu of reimbursement.

PHYSICIAN means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

PORT OF CALL means a city or town on a waterway with facilities for loading and unloading cargo where a ship is scheduled to dock, not including the ports of embarkation and disembarkation.

PRE-EXISTING CONDITION means a Sickness or Injury during the 180-day period immediately prior to your effective date for which you or your Traveling Companion: (1) received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or (2) took or received a prescription for drugs or medicine. Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this Policy.

PROGRAM ADMINISTRATOR means CSA Travel Protection

QUARANTINE means the enforced isolation of you or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests.

SCHEDULED DEPARTURE DATE means the date on which you are originally scheduled to leave on your Trip.

SCHEDULED RETURN DATE means the date on which you are originally scheduled to return to the point where the Trip started or to a different final destination.

SCHEDULED TRIP DEPARTURE CITY means the city where the scheduled Trip on which you are to participate originates.

SERVICE ANIMAL means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, providing animal protection or rescue work, pulling a wheelchair, or fetching dropped items.

SICKNESS means an illness or disease of the body that requires in-person examination and treatment by a Physician.

SPOUSE means your legally wed husband/wife or Domestic Partner as defined by this Policy.

TERRORIST ACT means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

TRAVELING COMPANION means a person who, during the Trip, will accompany you in the same accommodations.

TRIP means:

A period of round-trip travel at least 100 miles away from Home to your designated vacation destination associated with the purchase of this insurance, excluding regular commuting and local travel; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and return dates specified when you purchase the coverage; the Trip does not exceed 180 days in length.

UNINHABITABLE means the dwelling is not suitable for human occupancy in accordance with local public safety guidelines.

USUAL AND CUSTOMARY CHARGE means those charges: (1) for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature; (2) that do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed. In no event will Usual and Customary Charges exceed the actual amount charged.

GENERAL EXCLUSIONS

1. We will not pay for any loss under this Policy, caused by, or resulting from:

- a. your or your Traveling Companion's suicide, attempted suicide, or intentionally self-inflicted injury;
- b. mental, nervous, or psychological disorders of you or your Traveling Companion;

c. Document 1-1 Filed 07/20/20 Page 4 of 11 PageID #: 23
influence of drugs or intoxicants, unless prescribed by a Physician;

- d. normal pregnancy or resulting childbirth, elective abortion or fertility treatment of you or your Traveling Companion;
- e. your or your Traveling Companion's participation as a professional in athletics;
- f. your or your Traveling Companion's participation in organized amateur and interscholastic athletic or sports competition or events;
- g. you or your Traveling Companion riding or driving in any motor competition;
- h. you or your Traveling Companion operating or learning to operate any aircraft, as pilot or crew;
- i. you or your Traveling Companion mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, caving, extreme skiing, heli-skiing, skiing outside marked trails, boxing, full contact martial arts, scuba diving below 120 feet (40 meters) or without a dive master, or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
- j. your or your Traveling Companion's Elective Treatment and Procedures;
- k. your or your Traveling Companion's medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
- l. declared or undeclared war, or any act of war;
- m. nuclear reaction, radiation or radioactive contamination;
- n. any unlawful acts, committed by you or your Traveling Companion;
- o. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- p. a loss or damage caused by detention, confiscation or destruction by customs or any governmental authority, regulation or prohibition;
- q. travel restrictions imposed for a certain area by governmental authority;
- r. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 14 days following your effective date for the Trip Cancellation Benefits;

Results from an illness, disease, or other condition, event or circumstance which occurs at a time when coverage is not in effect for you;

- t. any issue or event that could have been reasonably foreseen or expected when you purchased the coverage.

The following exclusion applies to the Trip Cancellation and Travel Delay coverages:

We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the Definitions section, including death that results there from:

This Exclusion does not apply provided you meet the following requirements:

- a. coverage is purchased prior to or within 24 hours of your final Trip Payment; and
- b. you are medically able to travel at the time the coverage is purchased.

The following exclusion applies to the Trip Cancellation coverage:

- a. civil disorder

The following exclusion applies to the Trip Cancellation and Travel Delay coverages:

- a. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency.

CLAIMS PROVISIONS

Notice of Claim

We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and sufficient information to identify him or her.

Proof of Loss

Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless you are medically or legally incapacitated.

Your Duty to Cooperate

You must provide us with receipts, proof of payment, medical authorizations, or other records and documents we may reasonably require concerning your claim. Failure or refusal to cooperate may delay or impede the resolution of the your claim.

At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

Legal Actions

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if it has been filed with us. We are not responsible for the validity of any assignment.

TRAVEL INSURANCE IS UNDERWRITTEN BY

Generali US Branch
Policy Form series T001

WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

CSA Travel Protection
P. O. Box 939057
San Diego, CA 92193-9057
(800) 541-3522 (Toll-Free)

Our Right to Recover and Subrogate from Others

We have the right to recover any payments we have made from anyone who may be responsible for the loss, as permitted by law. You and anyone else we insure must sign any papers, and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

GENERAL PROVISIONS

CANCELLATION BY US

You have purchased single pay, single term, non-renewable insurance coverage. We have no unilateral right to cancel this coverage after it became effective.

We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this coverage.

DUPLICATION OF COVERAGE

You may be covered under only one travel policy with us for each Trip. If you are covered under more than one such policy, the policy with the higher coverage limit will remain in effect and the maximum benefit limit as stated in the Schedule of Coverage of such policy will be the maximum benefit payable in the event a claim occurs. In the event claim payment has been made under the duplicate policy, premiums paid less claims paid will be refunded for the duplicate coverage that does not remain in effect.

ENTIRE CONTRACT: CHANGES

The Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of the Policy. No agent or other person may change the Policy or waive any of its terms. The change will be endorsed on the Policy.

TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Insured's rights and duties may not be transferred without our written consent except: 1) in the case of death of an individual named Insured, or 2) at our option, we will honor an assignment of rights if a properly executed assignment of rights has been filed with us.

ELIGIBILITY AND EFFECTIVE DATES

Who is Eligible for Coverage

Coverage will be provided for all travelers, provided the required premium payment has been received by us or our authorized agent, and provided the person is a resident of the United States of America, or a non-resident who has purchased the coverage in the United States of America.

When Coverage Begins

All coverages (except Trip Cancellation) will take effect on the later of:

1. the date the premium payment has been received by us; or
2. the date and time you start your Trip; or
3. 12:01 A.M. local time at your location on the Scheduled Departure Date of your Trip.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at your location on the day after the date your premium payment is received by us or our authorized agent.

When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or cancellation of the Trip covered by the Policy.

Extension of Coverage

All coverages under the Policy will be extended if your entire Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

No coverage is in effect for any Trip that is made by mass transit, taxi, limousine service, personal automobile, bus, commuter rail or airline service including inter-urban rail service, unless the Trip is scheduled to take you at least 100 miles from your primary residence.

T001TC01.01DOC (05/11)

TRAVEL DELAY COVERAGE

If you are delayed on your Trip for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for reasonable additional expenses incurred by you for lodging Accommodations, meals, telephone calls, local transportation, and additional vehicle parking charges and additional pet kennel fees incurred due to the delay. We will not pay benefits for expenses incurred after travel becomes possible.

Travel Delay must be caused by or result from:

- a. delay of a Common Carrier; or
- b. loss or theft of your passport(s), travel documents or money; or
- c. Quarantine; or
- d. hijacking; or
- e. natural disaster or adverse weather; or
- f. being directly involved in a documented traffic accident while you are en route to departure; or
- g. unannounced strike; or
- h. a civil disorder; or
- i. Sickness or Injury of you or a Traveling Companion; or
- j. death of a Traveling Companion.

T001BR13.01NW (05/11)

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments that you paid for your Trip, if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip to you or your Traveling Companion, while your coverage is in effect under this Policy.

In the event you used frequent flyer miles to arrange air transportation for this Trip, and you cancel due to a Covered Event, we will reimburse you for the cost to reinstate your miles to your account, up to the amount in the schedule.

Should you elect to reschedule your Trip arrangements instead of cancelling due to a Covered Event, in lieu of providing benefits for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments, we will pay for change fees charged by your supplier(s), up to the amount in the schedule.

Covered Events:

1. The Sickness, Injury or death of you, your Family Member, your Traveling Companion or your Service Animal. The Sickness or Injury must first commence while your coverage is in effect under the Policy, must require the in-person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);
2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to your destination;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. A documented theft of your passports or visas;

9. Being called into active military service to provide aid or relief in the event of a natural disaster;
10. Your previously granted military leave being revoked. The leave must be approved prior to your coverage becoming effective, and official written revocation notice from your commanding officer will be required;
11. Your involuntary termination of employment or layoff (or the involuntary termination or layoff of your parent or guardian if you are a minor traveling alone), after continuous employment with the same employer for 1 year or more, provided the termination or layoff occurs 14 days or more after your coverage has taken effect. This benefit is not available to temporary employees, independent contractors, or self-employed persons;
12. A Terrorist Act which occurs in your Scheduled Trip Departure City or in a city to which you are scheduled to travel while on your Trip, and which occurs within 30 days of your Scheduled Departure Date, provided the city has not experienced a Terrorist Act in the past 30 days prior to the effective date of your coverage;
13. The school where you attend must extend its operating session beyond its predefined school year due to unforeseeable events commencing during the coverage effective period. The school year extension dates must fall in your Trip dates in order for this coverage to be available. Extensions due to extra-curricular or athletic events are not covered;
14. Being required to take an academic examination on a date that has been fixed after your coverage was purchased, and the examination date falls within your Trip dates;
15. The interruption of water, electric, sewage or gas service(s) at your destination, for more than 24 hours due to adverse weather or natural disaster. We will only pay benefits for losses occurring within 15 calendar days following the onset of the service interruption;
16. The interruption of road service for 24 hours or more due to adverse weather or natural disaster so as to prohibit you from reaching your destination. We will only pay benefits for losses occurring within 15 calendar days following the event which causes the interruption of road service.

undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination after the effective date of your coverage. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;

18. Receiving official notification of an organ match available for immediate transplant, provided the transplant is considered medically necessary, the notification is received while coverage is in effect, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from taking the Trip;
19. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must be announced while your coverage is in effect and must be during your Trip dates;
20. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption and provided the Adoption Proceeding or adoption arrangement was confirmed prior to your effective date;
21. Your Accommodations at your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 15 calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means your Accommodations can not be reached by your original mode of transportation. Benefits are not payable if the event occurs or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date.

Limitations

This coverage is subject to the General Exclusions.
T001BR14.01NW (11/11)

STATE SPECIFIC COVERAGE DETAILS

FOR ARKANSAS RESIDENTS

Form T001TC01.01DOC – GENERAL PROVISIONS

The following is added to **GENERAL PROVISIONS**

Inquiries or complaints regarding this Description of Coverage may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Consumer Services Division

1200 W. 3rd Street

Little Rock, Arkansas 72201-1904

Telephone: 800-8525494 or 501-371-2640

Form T001TC01.01DOC - CLAIMS PROVISIONS

The following change applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after five years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

T001AD01.01AR (07/11)

FOR CONNECTICUT RESIDENTS

Form T001TC01.01DOC- GENERAL EXCLUSIONS

The following changes in the General Exclusions section apply to Air Flight Accident, Travel Accident, Emergency Assistance & Transportation, and Medical & Dental Coverage:

Exclusion 1.c. "you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician" is deleted in its entirety and replaced with the following:

1.c. The voluntary use of any controlled substance as defined in Title 2 of the comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by his Physician for the Insured;

Exclusion 1.m. "nuclear reaction radiation or radioactive contamination" is deleted in its entirety.

Exclusion 1.n. "any unlawful acts, committed by you or your Traveling Companion" is deleted in its entirety and replaced with the following:

1.n. Any felonious acts, committed by you or your Traveling Companion;

Exclusion 1.t. "any issue or event that could have been reasonably foreseen or expected when you purchased the coverage", is deleted in its entirety.

Form T001BR05.01NW – EMERGENCY ASSISTANCE AND TRANSPORTATION

When Medical and Dental Coverage is purchased, paragraph 3). is deleted in its entirety:

Form T001TC01.01DOC – GENERAL PROVISIONS

The following is added to the General Provisions:

Form T001TC01.01DOC – GENERAL PROVISIONS

The following is added to the General Provisions:

MASTERPOLICY

You can review the Master Policy by visiting the office of Generali US Branch located at 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, 10007 NY during normal business hours. All certificate holders will be notified in the event of cancellation or nonrenewal of the Master Policy.

T001AD01.01CT (11/11)

FOR IDAHO RESIDENTS

Form T001TC01.01DOC – GENERAL EXCLUSIONS

Exclusion 1. d. is deleted in its entirety and replaced with the following:

d. normal pregnancy or resulting childbirth, elective abortion (except to preserve the life of the female upon whom the abortion is performed) or fertility treatment of you or your Traveling Companion;

Exclusions 1. f. and 1. i. apply to Medical and Dental Coverage only when you or your Traveling Companion are participating as a professional.

Form T001BR07.01NW - MEDICAL AND DENTAL COVERAGE RIDER

When Medical and Dental Coverage is purchased, paragraph 3). is deleted in its entirety:

(3) Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. This coverage is in excess to any other health insurance you have available to you at the time of the loss. You must submit your claim to that provider first. Any benefits you receive from your primary or supplementary insurance providers will be deducted from your claim with us.

When the Mechanical Breakdown of Automobile Coverage is purchased, the following provision is deleted.

LIMITATIONS

This coverage is in excess of any other vehicle replacement coverage you may have under your automotive, recreational vehicle or rental coverage.

Form T001TC01.01DOC – GENERAL PROVISIONS:

A provision "Appeals" is added:

You may appeal any decision made by the Company to the Idaho Department of Insurance. Contact information follows.

Idaho Department of Insurance

Consumer Affairs

700 W. State Street, 3rd floor

P.O. Box 83720

Boise Idaho, 83720-0043

1-800-721-3272

www.DOI.Idaho.gov

T001AD01.01ID (06/11)

FOR ILLINOIS RESIDENTS

Form T001TC01.01DOC – GENERAL PROVISIONS

The following is added to **GENERAL PROVISIONS**

The CONCEALMENT OR FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OR FRAUD. This insurance coverage shall be denied or cancelled if, whether before or after a Loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the Insured's interest therein, or if the Insured committed fraud or material misrepresentations in connection with this insurance coverage.

The following COMPLAINTS provision is added to **GENERAL PROVISIONS:**

Should the Insured have general complaints regarding this insurance, the Insured may submit a complaint in writing to the following address.

Illinois Division of Insurance

Consumer Division

Springfield, Illinois 62767

The following is added to the **DEFINITIONS** section:

The ACCIDENT definition is deleted in its entirety and replaced with the following:

ACCIDENT means a sudden, unexpected, unforeseen event which happens by chance, arises from a source detached to the covered person.

UNDER THE INFLUENCE OF DRUGS OR INTOXICANTS is defined and determined by the laws of the state where the loss or cause of loss was incurred.

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- (1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- (2) serious impairment to bodily functions; or
- (3) serious dysfunction of any bodily organ or part.

Form T001TC01.01DOC – GENERAL EXCLUSIONS

The following changes apply to **GENERAL EXCLUSIONS**:

Exclusions 1.e. and 1.f, are deleted in their entirety.

Exclusion 1.i. is deleted and replaced by the following:

1.i. you or your Traveling Companion Participating in skydiving; hang gliding; parachuting except parasailing;

Exclusion 1.n. is deleted and replaced by the following:

1.n. Commission or the attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by the Insured, the Insured’s Traveling Companion, or the Insured’s Family Member, whether insured or not.

Form T001TC01.01DOC – CLAIMS PROVISIONS

The following changes apply to **CLAIMS PROVISIONS**:

The OUR RIGHT TO RECOVER AND SUBROGATE FROM OTHERS provision is deleted in its entirety and replaced with the following:

Our Right to Recover and Subrogate from Others

We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or injury. The Insured is required to furnish any information or assistance, or provide any documents that We may reasonably require in order to

exercise under this provision applies whether or not the third party admits liability.

The PAYMENT OF CLAIMS provision is deleted in its entirety and replaced with the following:

Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary within 30 days following receipt of written due proof of loss. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if it has been filed with us. We are not responsible for the validity of any assignment.

Form T001BR07.01NW – Medical and Dental Coverage

When the Medical and Dental Coverage Form T001BR07.01NW is attached, paragraph 3). is deleted and replaced with the following:

(3.) Insurance with other insurers. You may have other health insurance that is subject to the same terms, conditions and provisions as the insurance under this Policy. If you do, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of health insurance covering the loss.

T001AD01.01IL (08/11)

FOR MARYLAND RESIDENTS

Form T001TC01.01DOC- 10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE

10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE is deleted in its entirety and replaced with the following:

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrators office or our authorized agent. After this 10-day period, the payment for this coverage is nonrefundable.

Form T001TC01.01DOC - CLAIMS PROVISIONS

The following changes applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

Legal Actions

may be brought to recover on the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the date it accrues. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

T001AD01.01MD (08/11)

FOR MICHIGAN RESIDENTS

Form T001TC01.01DOC – CLAIMS PROVISIONS

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after six years from the time written Proof of Loss is required to be given.

2. The following is added to **Notice of Claim**:

Notice given to any Company representative or agent is considered notice to us.

T001AD01.01MI (06/11)

FOR MISSOURI RESIDENTS

Form T001TC01.01DOC – CLAIMS PROVISIONS

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after ten years from the time written Proof of Loss is required to be given.

The Notice of Claims paragraph is herewith amended to include the following:

Notice of Claims

However, no claim will be denied based upon the Insured’s failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020.

T001AD01.01MO (08/11)

Form T001TC01.01DOC – GENERAL EXCLUSIONS:

Exclusion 1.n. is deleted and replaced with the following:

n. Commission or the attempt to commit a felony or for which a contributing cause was the covered person's engagement in an illegal occupation.

Form T001TC01.01DOC – CLAIMS PROVISIONS:

The following are added to CLAIMS PROVISIONS:

CLAIM FORMS

When we receive a notice of claim, forms for filing Proof of Loss will be sent to you. If claim forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time fixed in the Policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

TIME PAYMENT OF CLAIMS

Indemnities payable under the Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss. All claims shall be paid within 25 days following receipt by us of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, we will provide you with the reason(s) the claim is not payable or advise you of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid with 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle you to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

T001AD01.01MS (06/11)

FOR NORTH CAROLINA RESIDENTS

Form T001TC01.01DOC - DEFINITIONS

The DEFINITIONS Section is revised as follows:

The following is added to the definition of **Hospital**.

Hospital also means:

- a. A place that is accredited as a **Hospital** by the Joint Commission on Accreditation of **Hospitals**, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

Form T001TC01.01DOC – GENERAL EXCLUSIONS

The GENERAL EXCLUSIONS Section is revised as follows:

Exclusion 1 l. is deleted in its entirety and replaced with the following:

l. war, whether declared or not declared.

The following is added to the Pre-Existing Conditions exclusion:

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

- (a) the expiration of 12 consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or
- (b) the expiration of 12 consecutive months, beginning with the effective date of coverage.

Form T001TC01.01DOC – CLAIMS PROVISIONS

The CLAIMS PROVISIONS Section is revised as follows:

The following is added to Our Right to Recover and Subrogate from Others:

This provision does not apply to accident and sickness benefits.

The following Claims Provisions are added:

Claim Forms

Upon receipt of a notice of claim, we will furnish to you all forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements as to proof of loss upon submitting, within the time fixed in the description of coverage for filing proofs of loss.

Amounts payable for any loss other than loss for which this Description of Coverage provides any period payment will be paid immediately upon receipt of due written proof of such loss.

T001AD01.01NC (06/11)

FOR NEBRASKA RESIDENTS

Form T001TC01.01DOC - GENERAL PROVISIONS

The following changes applies to **GENERAL PROVISIONS**

The following CONCEALMENT OF FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OF FRAUD. We do not provide coverage if, at the time of a loss, you intentionally conceal or misrepresent any material fact or circumstance relating to this coverage and such concealment or fraud contributes to the loss or otherwise deceives the Company to its Injury.

T001AD01.01NE (08/11)

FOR NEVADA RESIDENTS

Form T001TC01.01DOC - DEFINITIONS

The definition of Pre-Existing Condition is deleted in its entirety and replaced with the following:

PRE-EXISTING CONDITION

Pre-Existing Condition means a Sickness or Injury, regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received by you or your traveling companion during the six month period immediately preceding the effective date of this coverage. Pre existing condition does not include genetic information in the absence of a diagnosis of the condition related to such information. Also, pre-existing condition does not include

Form T001TC01.01DOC – GENERAL EXCLUSIONS

Exclusion 1. c. is deleted in its entirety.

T001AD01.01NV (06/11)

FOR OKLAHOMA RESIDENTS

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

The Description of Coverage is amended by the following:

Insurance coverage is provided under the terms and conditions as stated in the Description of Coverage, not according to the terms and conditions of the Master Policy.

Form T001TC01.01DOC - RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE

The **10 DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE** Provision is amended by the addition of the following:

If we do not return any premiums or money paid within 30 days from the date of cancellation we will pay you interest on the amount due.

The following is deleted in its entirety:

“When so returned, the Policy is void from the beginning.”
And replaced by the following: “When so returned, the Policy is canceled from the beginning.”

Form T001TC01.01DOC - DEFINITIONS

The DEFINITIONS SECTION is amended as follows:

The term child, under the definition of FAMILY MEMBER includes an adopted child from the date the child is placed in your custody and or a child in your temporary care pursuant to an interlocutory decree issued under Title 10 of the Oklahoma statutes during the pendency of an adoption proceeding regardless of whether a final decree of adoption is ultimately issued. You must notify us within 31 days of obtaining custody is such custody is obtained after the effective date of this Policy.

Form T001TC01.01DOC – GENERAL EXCLUSIONS

The GENERAL EXCLUSIONS SECTION is amended as follows:

Exclusion 1 l. declared or undeclared war or any act of war; is deleted in its entirety.

Exclusion 1 c. is deleted in its entirety and replaced with the following:

c. you or your Traveling Companion being under the influence of a narcotic, unless prescribed by a Physician.

Exclusions 1 e, g, i, m, o, p, r, and s do not apply to Accidental Death and Dismemberment- Air Flight Accident, Accidental Death and Dismemberment – Travel Accident, Medical and Dental Coverage.

Form T001TC01.01DOC – GENERAL PROVISIONS

The following are added to the GENERAL PROVISIONS Section:

Any part of this Description of Coverage which conflicts with the State Laws of Oklahoma is changed to meet the minimum requirements of that law.

T001AD01.01OK (07/11)

FOR SOUTH CAROLINA RESIDENTS

Form T001TC01.01DOC- GENERAL PROVISIONS

The following is added to **GENERAL PROVISIONS**

The following **CONFORMITY WITH STATE STATUTES** provision is added to **GENERAL PROVISIONS**:

CONFORMITY WITH STATE STATUTES. Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the insured resides on that date is amended to conform to the minimum requirements of such laws.

Form T001TC01.01DOC - CLAIMS PROVISIONS

The following changes applies to **CLAIMS PROVISIONS**

The provision titled **Legal Actions** is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after six years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment for undisputed claims will be made within 30 business days.

The following is added to Physical Examination and Autopsy: The autopsy must be performed in South Carolina.

T001AD01.01SC (08/11)

FOR TEXAS RESIDENTS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Program Administrators toll-free telephone number for information or to make a complaint at:

You may also write to the Program Administrator:

CSA Travel Protection

P. O. Box 939057

San Diego, CA 92193-9057

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Generali US Branch first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Generali Insurance Company para información o para someter una queja al:

(800) 541-3522

Usted también puede escribir al Administrador del Programa:

CSA Travel Protection

P. O. Box 939057

San Diego, CA 92193-9057

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse primero con el Administrador del Programa. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

T001AD01.02TX (08/11)

Form T001TC01.01DOC- CLAIMS PROVISIONS

The following changes applies to **CLAIMS PROVISIONS**

The Proof of Loss provision is deleted in its entirety and replaced with the following:

You have 91 days from the date of your loss to submit your claim to us, except as otherwise provided by law.

Within 15 business days after we receive of notice of a claim we will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, we will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from you all items, statements, and forms that We reasonably believe, at that time, will be required from you. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify you in writing of the acceptance or rejection of a claim no later than 15 business days after we receive all Proof of Loss required by us. If we reject the claim, we will tell you the reasons for the rejection. If we are unable to accept or reject the claim within 15 business days after we receive all Proof of Loss required, we will notify you within the 15 business-day period and tell you why we need additional time to investigate the claim. If we require additional time to investigate your claim, we will notify you if we accept or reject the claim no later than 45 business days after we request additional time to investigate the claim.

Receipt Document provided. Filed 07/20/20 Page 11 of 11 PageID #: 30
claim for more than 60 business days following receipt of all required Proof of Loss, we will pay the amount of the claim plus 18 percent interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Legal Action provision is deleted in its entirety and replaced with the following:

No legal action may be brought to recover on the Policy within 90 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

Form T001TC01.01DOC- ELIGIBILITY AND EFFECTIVE DATES

The **ELIGIBILITY AND EFFECTIVE DATES** Provision is amended as follows:

The following is added to When Coverage Ends:

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

T001AD01.01TX (10/11)

FOR VERMONT RESIDENTS

Form T001TC01.01DOC – GENERAL PROVISIONS:

The following is added to the GENERAL PROVISIONS Section:

CIVIL UNIONS: This Description of Coverage provides benefits for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this Description of Coverage, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions designating:

- an Insured
- named Insured
- who is Insured
- who is a named Insured
- covered person(s)
- You and/or Your
- spouse
- Domestic Partner

and any other definitions and provisions designating an Insured under this Description of Coverage, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

Form T001TC01.01DOC – CLAIMS PROVISIONS:

The following is added to the CLAIMS PROVISIONS:

Payment of Claims

After claim settlement has been agreed upon by you and us, we will mail payment in the agreed amount to you and/or the Loss payee within 10 working days. Failure to pay within such period shall entitle you to interest at the rate of nine percent (9%) per annum at the expiration of each 4 weeks during the continuance of the period for which we are liable, provided that interest amounting to less than one dollar need not be paid. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

T001AD01.01VT (06/11)

FOR WISCONSIN RESIDENTS

Form T001TC01.01DOC – CLAIMS PROVISIONS:

The following changes apply to the CLAIMS PROVISIONS section:

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment will be made within 30 days.

The following sentence is added to The Our Right to Recover and Subrogate from Others provision:

Our ability to recover is limited to the amount remaining after you have been made whole, taking into account comparative negligence, for any such benefits paid to you.

T001AD01.01WI (06/11)

From: customercare@info.propertydamageprotection.com

Date: March 26, 2019 at 9:40:15 PM CDT

To: tralisasheridan@yahoo.com

Subject: CSA Travel Protection Policy #19085WB00Q for Tralisa Sheridan

Reply-To: customercare@propertydamageprotection.com



Policy Confirmation Letter

G-200HA G200HA0812D

March 26, 2019

Insured: TRALISA SHERIDAN
Address: 114 PINECREST ST.
WHITE OAK, TX 75693

Policy Number: 19085WB00Q
Travel Protection Plan:\$180.54

Dear Tralisa Sheridan:

Thank you for choosing CSA Travel Protection for your travel insurance needs. As you prepare for your trip, you can be sure we are working hard to give you the peace of mind you deserve.

During your trip, emergency assistance is available 24 hours a day by contacting our designated service provider within the USA at (877) 243-4135 or internationally at (240) 330-1529 (collect calls accepted).

Please review your policy documents carefully, and if you have any questions about your plan please contact our Customer Service Department at (888) 501-3025. Your 10-day free look period expires on Apr 05, 2019. If you decide to cancel this plan during your free look period and you have not left for your covered trip or filed a claim, simply contact us to request a full refund. On the following pages you will find a schedule of benefits. Again, thank you for choosing CSA Travel Protection to protect you before, during and after your trip.

From: Island Time Beach Rentals <oru5b14b4a5acx@inquiryspot.com>
Date: March 19, 2020 at 8:25:23 PM CDT
To: Tralisa Sheridan <TRALISASHERIDAN@YAHOO.COM>
Subject: [Booking # ORB2178577] Canceled
Reply-To: "Island Time Beach Rentals" <islandtimebeachrentals@gmail.com>

Your booking (# ORB2178577) at Banana Wind has been canceled

Please let us know if you have any questions or concerns.

From: Tralisa Sheridan <tralisasheridan@yahoo.com>
Sent: Saturday, June 13, 2020 8:33 AM
To: Bo ❤️👉👈👉
Subject: Fwd: Your claim has been submitted

Tralisa Sheridan
Prob. 3:5 & 6
903-241-0596

Begin forwarded message:

From: csa@eclaims.europ-assistance.com
Date: March 22, 2020 at 7:46:49 PM CDT
To: tralisasheridan@yahoo.com
Subject: **Your claim has been submitted**



PO Box 93057
San Diego, CA 92193
Tel: (800) 541-3522
Fax: (877) 300-8670
claims@csatravelprotection.com

Claims Correspondence

3/23/20

Reservation Number : **HA-FX7ZV6**

Claim Number : **20024681-01**

Dear Traveler,

This is to confirm that CSA Travel Protection-Generali Global Assistance has received your **Trip Cancellation** claim filed on **3/23/20** for reservation Number **HA-FX7ZV6**

You may login to the [eClaims portal](#) to:

- Submit required documents electronically
- Send comments regarding your claim
- Track the status of your claim

Sincerely,

CSA-Generali Claims Department

Travel insurance plans are administered by Customized Services Administrators, Inc., CA Lic. No. 0821931, located in San Diego, CA and doing business as Generali Global Assistance & Insurance Services. Plans are available to residents of the U.S. but may not be available in all jurisdictions. Benefits and services are described on a general basis; certain conditions and exclusions apply.



Travel insurance plans are underwritten by: Generali U.S. Branch, New York, NY; NAIC # 11231. Generali US Branch operates under the following names: Generali Assicurazioni Generali S.P.A. (U.S. Branch) in California, Assicurazioni Generali ♦ U.S. Branch in Colorado, Generali U.S. Branch DBA The General Insurance Company of Trieste & Venice in Oregon, and The General Insurance Company of Trieste and Venice ♦ U.S. Branch in Virginia. Generali US Branch is admitted or licensed to do business in all states and the District of Columbia.



Sign out



Trip Cancellation

Claim number 20024681-01

[Track claim status](#)

Upload documents

Summary

Submitted

Reviewed

Finalized



Your message should not exceed 1500 characters.

Add comments or information to your claim. Your message will be sent to a claim representative

Add a document. Document name max: 100 characters.

Document name should not exceed 128 characters.

Send

MAY 6

5/6/2020 9:58 AM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

MAY 6

5/6/2020 9:38 AM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

MAY 4

5/4/2020 2:40 PM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

APR 30

4/30/2020 1:01 PM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

APR 30

4/30/2020 12:58 PM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

APR 29

4/29/2020 6:17 PM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

APR 29

4/29/2020 6:17 PM

We're sorry to inform you that your claim has been denied. You will receive an email with detailed explanations shortly.

MAR 22

3/22/2020 7:38 PM

Your claim has been submitted.

MAR 22

3/22/2020 7:38 PM

Your claim number is 20024681-01.

[FAQ](#)

[Privacy and cookies](#)

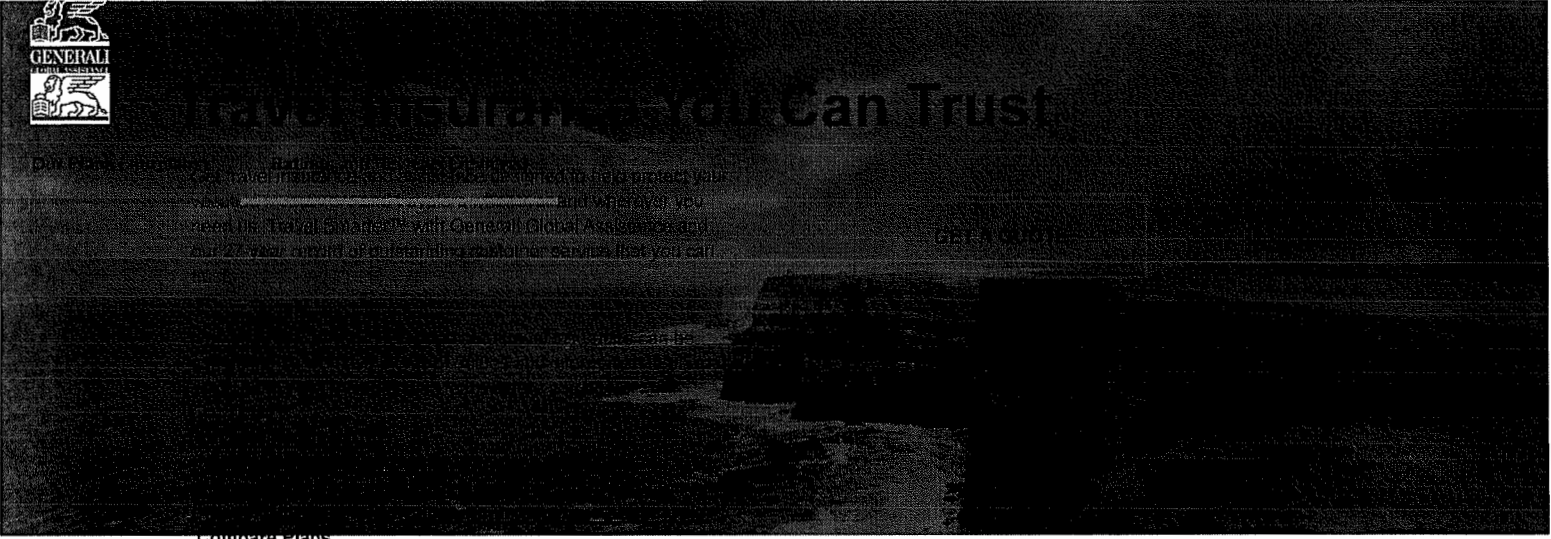
[Legal notices and disclosures](#)

File a Travel Insurance Claim Online | Generali Travel Insurance File a travel insurance claim easily with Generali Global Assistance. Our online claim system allows you to file 24/7 and check the status of your claim.

Coronavirus (COVID-19) Notice (<https://www.generalitravelinsurance.com/position-statements/coronavirus.html>)

We are experiencing a high volume of customer phone calls and emails. You may experience an extended wait.

Coronavirus coverages vary by plan purchased. Please read our Coronavirus FAQ page for more information. (<https://www.generalitravelinsurance.com/position-statements/coronavirus.html>)



[Compare Plans](#)

<https://www.generalitravelinsurance.com/view-travel-insurance-plans.html#top>

As of January 29, 2020, the Coronavirus (COVID-19) outbreak was considered a foreseeable event. Consequently, any event(s) related to COVID-19 for all new travel policies purchased on or after January 29, 2020 may thereby be excluded in accordance with the terms and conditions of the Policy. In addition, there will be no coverage for COVID-19 related losses occurring on or after March 11, 2020, the date COVID-19 was formally declared a pandemic by the World Health Organization.

Please note, our plans will not cover fear of travel. Customers are strongly encouraged to read their [Description of Coverage or Insurance Policy](#) (<https://www.generalitravelinsurance.com/retrieve-policy.html>) for details regarding their available coverage

Get a Quote - Compare Plans and Prices

I'm going to **Destination** 

from **mm/dd/yyyy**  to **mm/dd/yyyy** 

Payment Date **mm/dd/yyyy**  

GET A QUOTE

[Plan Disclosures](#)

Travel insurance plans on this website are only available to U.S. residents, or non-U.S. residents who are physically in the U.S. at the time of purchase. Generali Global Assistance is unable to provide coverage for travel to Cuba, Syria, North Korea, Sudan, The Crimea Peninsula in Ukraine or Iran.



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A Message to Our Customers About Coronavirus



Our Plans (our Plans) CEO Chris Grimaldi (.reviews)

READ MORE

([HTTPS://WWW.GENERALITRAVELINSURANCE.COM/POSITION-STATEMENTS/CORONAVIRUS.HTML](https://www.generalitravelinsurance.com/position-statements/coronavirus.html))

Travel Insurance Plans from Generali Global Assistance

[Plan Details \(/find-a-plan/premium.html\)](#)

Premium

This enhanced plan is designed for more expensive travel, including cruises and tours. Get the highest available benefit limits to help protect your trip investment and travel with more peace of mind with amplified coverage for emergencies.

| | |
|--|--|
| Trip Cancellation 100% of trip cost insured | Trip Interruption 175% of trip cost insured |
| Baggage Loss \$2,000 per person | Medical & Dental \$250,000 per person |

GET A QUOTE

[Plan Details \(/find-a-plan/preferred.html\)](#)

Preferred

Our Preferred plan includes the same coverages and assistance services as the Standard plan, plus specific coverages for Sporting Equipment and Sporting Equipment Delay. Great for ski, golf, hiking trips and more.

| | |
|--|--|
| Trip Cancellation 100% of trip cost insured | Trip Interruption 150% of trip cost insured |
| Baggage Loss \$1,500 per person | Medical & Dental \$150,000 per person |

GET A QUOTE

[Plan Details \(/find-a-plan/standard.html\)](#)

Standard

This basic travel insurance plan includes Trip Cancellation, Trip Interruption, Baggage Delay, Medical and Dental Coverage, plus valuable assistance services. Ideal for domestic and international trips, from cruises to vacation rentals.

| | |
|--|--|
| Trip Cancellation 100% of trip cost insured | Trip Interruption 125% of trip cost insured |
| Baggage Loss \$1,000 per person | Medical & Dental \$50,000 per person |

GET A QUOTE

What is travel insurance?

Travel insurance is a bundle of insurance coverages to help protect you from unexpected problems before or during your trip. Many travel insurance plans include insurance coverage and [assistance services](https://www.generalitravelinsurance.com/travel-resources/services.html) (<https://www.generalitravelinsurance.com/travel-resources/services.html>). Travel insurance policies differ in coverages, just like your auto or health insurance policy, and differ in reimbursement levels. **Some of the most common travel insurance policies include coverage for Trip Cancellation, Travel Delay, Emergency Assistance & Transportation, and more** (<https://www.generalitravelinsurance.com/travel-resources/what-is-travel-insurance.html>). See a [side-by-side comparison](https://www.generalitravelinsurance.com/view-travel-insurance-plans.html) (<https://www.generalitravelinsurance.com/view-travel-insurance-plans.html>) of our plans to choose the right one for your trip.

Why should I get travel insurance?

[\(HTTPS://CHAT.GENERALITRAVELINSURANCE.COM/13ROOT/\)](https://chat.generalitravelinsurance.com/13root/) **START CHAT**



Coronavirus (COVID-19) Notice (<https://www.generalitravelinsurance.com/position-statements/coronavirus.html>)

You should purchase travel insurance if you are worried about losing money or needing help while on vacation. Travelers most often buy trip insurance when they've made nonrefundable trip purchases but are concerned we are experiencing a high volume of customer phone calls and emails. You may experience an extended wait. something may come up to cause them to cancel their trip (<https://www.generalitravelinsurance.com/travel-coronavirus-faq> page for more information. (<https://www.generalitravelinsurance.com/position-statements/coronavirus.html>) resources/[how-travel-insurance-can-help-with-trip-cancellation.html](https://www.generalitravelinsurance.com/position-statements/coronavirus.html)). Another common rationale for trip insurance is Medical and Dental Coverage. But there are a host of other reasons you should get travel insurance (<https://www.generalitravelinsurance.com/travel-resources/top-five-reasons-to-get-travel-insurance.html>), which can be specific to you or your trip plans. Having your travel insured by an industry leader like Generali means having greater peace of mind. [Learn more \(https://www.generalitravelinsurance.com/travel-resources.html?content=travel-insurance-101\)](https://www.generalitravelinsurance.com/travel-resources.html?content=travel-insurance-101).



[Our Plans \(.ourplans\)](#)

[Ratings and Reviews \(.reviews\)](#)

America's Best Customer Service

We're proud to be ranked as a top travel insurance company in [Newsweek's 2020 List of America's Best Customer Service](https://www.newsweek.com/americas-best-customer-service-2020/services-insurance#Travel%20Insurance) (<https://www.newsweek.com/americas-best-customer-service-2020/services-insurance#Travel%20Insurance>). Being recognized as "a company that works for you", "treats you respectfully" and "prioritizes your needs" puts a smile on our faces. Travel Smarter™ with the one of the best customer service teams in the business.



(<https://www.newsweek.com/americas-best-customer-service-2020/services-insurance#Travel%20Insurance>)

Customer Reviews and Ratings



Did you know? Our customers are happy with our service. We have a 4.8 average customer rating based on 14970 reviews. We are proud to be ranked as a top travel insurance company in Newsweek's 2020 List of America's Best Customer Service. Being recognized as "a company that works for you", "treats you respectfully" and "prioritizes your needs" puts a smile on our faces. Travel Smarter™ with the one of the best customer service teams in the business.

Average Customer Rating: 4.8



14970 Reviews ([/reviews.html](#))

Travel Resources [See All \(/travel-resources.html\)](#)

Travel Insurance 101
Top 5 Reasons to Get Travel Insurance

Travel Insurance 101
How Travel Insurance Can Help with Trip Cancellation

Travel Insurance 101
When You Should Buy Travel Insurance

Travel Insurance 101
Why Buy Travel Insurance with Medical Coverage?

Travel Insurance 101
What is Travel Insurance?



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Top Five Frequently Asked Questions [See All \(/faqs.html\)](#)

 **When is the best time to get travel insurance?** ▼

Our Plans (our plans) | [Ratings and Reviews \(reviews\)](#) ▼
Where can I compare travel insurance plans and prices?

When can I buy travel insurance? ▼

How does travel insurance work? ▼

Can I be covered for a Pre-Existing Medical Condition? ▼

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travel tips in your inbox**

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