

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Plaintiff,

v.

VANTAGE TRAVEL SERVICES, INC. d/b/a
VANTAGE DELUXE WORLD TRAVEL,

and

HENRY ROLAND LEWIS, Individually and as
Principal of Vantage Travel Services, Inc.

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. _____

COMPLAINT

Filed on Behalf of Petitioner:

COMMONWEALTH OF
PENNSYLVANIA BY ATTORNEY
GENERAL MICHELLE A. HENRY

Counsel of Record for this Party:

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NOTICE TO DEFEND


YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Phone: (412) 261-5555
<https://www.getapittsburghlawyer.com/>

Date: 06/08/2023

By: 
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AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (“Commonwealth” or “Plaintiff”), and brings this action against Vantage Travel Services, Inc. d/b/a Vantage Deluxe World Travel (“Corporate Defendant”) and Henry Roland Lewis, Individually and as Principal of Vantage Travel Services, Inc. (“Individual Defendant” and when referred to collectively with Corporate Defendant, “Defendants”). In support of this action, the Commonwealth respectfully represents the following:

1. The Commonwealth brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

2. Section 201-4 of the Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary and/or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. §§ 201-3 and 201-4.

3. The Commonwealth has reason to believe that the Defendants have used and/or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined.

4. The Commonwealth believes that the public interest is served by seeking before this Honorable Court injunctive relief to restrain the Defendants' unlawful methods, acts and practices set forth herein.

5. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon the Commonwealth's citizenry through Defendants' violations of the Consumer Protection Law.

JURISDICTION

6. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa.C.S. § 931(a).

VENUE

7. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(2) and (3).

THE PARTIES

8. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

9. Corporate Defendant is a Domestic Profit Corporation that is registered with the Secretary of the Commonwealth of Massachusetts, Corporations Division (“Massachusetts Corporations Division”), and has a principal place of business at 90 Canal Street, Boston, Massachusetts 02114.

10. Individual Defendant is the Founder, Chairman of the Board, and Chief Executive Officer of Corporate Defendant and currently resides at 101 E. Camino Real, Apartment 841, Boca Raton, Florida 33432.

BACKGROUND

11. This case is about a tour operator that has failed to fully and timely issue cash refunds to Pennsylvania consumers for their cancelled travel tours by deeming those tours “postponed” or “rescheduled” rather than canceled, thereby effectively forcing consumers to either rebook a new tour after years of delay or initiate their own cancellation request for a partial refund that is subject to a per-person cancellation penalty of up to one-hundred percent (100%) the tour’s purchase price.

12. In short, Defendants have engaged in deceptive and unfair business practices by promising “risk-free” travel, but in reality, Defendants misapply their terms and conditions by taking large sums of consumers’ monies and then fail to provide meaningful relief for consumers when they cannot travel. As a consequence, consumers are consistently left with no trip and out of pocket thousands of dollars.

13. Corporate Defendant is a tour operator that organizes, promotes and sells tour travel programs throughout the world consisting of certain travel services, including surface, air and water transportation, sightseeing excursions, and cruise and hotel accommodations (“Tours”) that it purchases or reserves from suppliers.

14. Individual Defendant owns one-hundred percent (100%) of the stock in Corporate Defendant and is the founder and sole principal of Corporate Defendant.

15. At all times relevant and material hereto, the Massachusetts Corporations Division’s database has listed Individual Defendant as the President, Treasurer, Secretary, CEO, CFO, and Director of Corporate Defendant.

16. As set forth more fully below, Defendants have engaged in the pattern and practice of refusing to issue full and prompt cash refunds to Pennsylvania consumers after notifying them that their Tours could not commence on or anywhere near their intended departure dates.

17. Declaring that Tours have only been “postponed” months or years from their intended departure dates, as opposed to “cancelled,” Defendants have refused to issue full cash refunds to Pennsylvania consumers for their unfulfilled Tours, and instead have booked the consumers on new Tours without consultation and/or issued them a future travel credit for purposes of booking a new Tour – even in instances where the consumer is not interested or is not physically capable of going on a different Tour.

18. Moreover, for consumers who initiated a cancellation request with Defendants in response to COVID-19 safety concerns and/or Defendants’ repeated “postponements,” Defendants enforced the per-person cancellation fee schedule set forth in their Tour Participation Agreement, thereby precluding consumers from obtaining full cash refunds for their Tours.

19. In numerous instances where Defendants deemed a consumer as subject to a per-person cancellation fee schedule of one-hundred percent (100%) of the Tour's purchase price, or some other higher percentage, Defendants' "postponement" practice effectively forced such consumers to either re-book a new Tour or, if unable and/or uninterested in taking another Tour at a future date, to transfer their future travel credits to a family member or friend.

20. In numerous instances where Defendants represented to consumers that they would be issuing a cash refund, Defendants either did not issue the represented refund and/or did not issue any such refund to the consumer for months to a year or more.

21. In numerous instances, Defendants have advertised, offered for sale, sold, and accepted payments from consumers for Tour reservations when Defendants knew or reasonably should have known that such travel reservations could not be fulfilled on their purchased departure date, later advising those consumers that their Tour had to be "postponed" for sometimes years.

22. In numerous instances, Defendants have also repeatedly assured their consumer base, many of whom sixty (60) years of age or older, that purchasing a Tour, or re-booking an affected Tour, would be a risk-free investment – even though purchasing such a Tour came with the very real risk of the consumer being stuck with travel credits for their indefinitely "postponed" Tour or a highly-delayed, partial cash refund as reimbursement for their purchased Tour that would be subject to Defendants' cancellation fee schedule.

23. At all times relevant and material hereto, Individual Defendant approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted.

24. At all times relevant and material hereto, the unlawful acts and practices complained of herein were carried out pursuant to Individual Defendant's direction and control, and Individual Defendant directly participated in such unlawful acts and practices.

25. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been willfully used by Defendants.

FACTS

26. At all times relevant and material hereto, Defendants have engaged in trade or commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering for sale, and selling Tours, and an optional Travel Protection Plan ("TPP") for such Tours, to Pennsylvania consumers via mail, email, over the telephone, and through their online website, <https://www.vantagetravel.com/>.

27. Many of the consumers that Defendants organize, promote and sell Tours to are sixty (60) years of age or older.

28. The Tours that Defendants organize, promote and sell to consumers are branded as luxury or deluxe in nature, typically last for weeks, normally involve international travel, and cost thousands of dollars, often exceeding \$10,000.00, per person.

29. In their ordinary course of business, Defendants collect Tour payments from consumers in advance of their Tour's booked departure date.

30. To encourage consumers to fully pay for their Tours well in advance of their booked departure dates, Defendants offer a "Smart Pay" savings program that offers a discount of increasing size base on the number of months in advance that a consumer pays for their Tour.

31. Thereafter, months in advance of a consumer's booked Tour, Defendants' practice is to then pre-pay a Tour's respective supplier(s) for the services to be rendered.

Defendants' Pre-COVID Refund Policy

32. Prior to calendar year 2020, Defendants' refund policy for Tours was implemented as stated in Defendants' then-operative Tour Participation Agreement. *A true and correct exemplary copy of Defendants' Tour Participation Agreement, with an indicated revision date of October 11, 2017, and which was provided by Consumer M, is attached hereto and incorporated herein as Exhibit "A-1."* *A true and correct exemplary copy of Defendants' Tour Participation Agreement, with an indicated revision date of January 1, 2020, and which was provided by Consumer F, is attached hereto and incorporated herein as Exhibit "A-2."*

33. In those instances when Defendants cancelled a Tour, Defendants agreed to promptly refund all Tour payments received by Defendants. *See Exhibits A-1 and A-2 at pg. 3, "Alterations & Modifications."*

34. In the event a consumer cancelled a Tour, then they would only receive a cash refund less the applicable per-person cancellation fee schedule, which depending on the timing of the cancellation, could range up one-hundred percent (100%) of the Tour's selling price per person. However, consumers who opted to purchase Defendants' TPP were reimbursed for such cancellation fees either via check or travel credit, depending on their reason for cancelling the Tour. *See Exhibits A-1 and A-2 at pg. 2.*

35. More specifically, Defendants' Tour Participation Agreement effective in 2019 and the years prior to that, declared that "all cancellations made later than 24 hours after booking are subject to a nonrefundable administrative fee of **\$300 per person**. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions**. This fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be

additional cancellation fees associated with certain excursions or extensions. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**” See **Exhibit A-1** at pg. 2, “Cancellations and Refunds” (emphasis in original).

36. Defendants’ Tour Participation Agreement effective at the beginning of 2020 similarly declared, “All cancellations made later than 24 hours after booking are subject to an administrative fee of **\$300 per person** (see deposit/cancel table)*. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for cancelling given at the time of cancellation is your rejection of these Terms and Conditions.** This administrative fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. Please see our specific trip for details. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.** [¶] IF YOU HAVE PREVIOUSLY CHANGED THE DATE OF YOUR DEPARTURE, CANCELLATION FEES WILL BE ASSESSED ACCORDING TO YOUR ORIGINAL DEPARTURE DATE AND NOT THE CHANGED DEPARTURE DATE.” See **Exhibit A-2** at pg. 2, “Cancellations and Refunds” (emphasis in original).

37. Defendants’ Tour Participation Agreements effective in 2019, and the years prior to that, further set forth an escalating per-person cancellation fee schedule that:

- a. For all Tours aside from Defendants’ “Around the World Journeys,” sets forth an escalating schedule of cancellation fees that begins at \$300 per person and increases up to one hundred percent (100%) of the selling price of a Tour per person, depending on the timing of the cancellation; and

- b. For “Around the World Journeys,” sets forth an escalating schedule of cancellation fees that begins at \$3,000 per person and likewise increases up to one hundred percent (100%) of the selling price of a Tour per person, depending on the timing of the cancellation.

See **Exhibit A-1** at pg. 2, “Deposit • Final Payment Date • Cancellation Fees.”

38. Defendants’ Tour Participation Agreements effective at the beginning of 2020 likewise set forth an escalating per-person cancellation fee schedule that:

- a. For most types of Tours, sets forth an escalating schedule of cancellation fees that begins at \$300 per person and increases up to one hundred percent (100%) of the selling price of a Tour per person, depending on the timing of the cancellation;
- b. For “Ocean Explorer Inaugural Season” Tours, sets forth an escalating schedule of cancellation fees that begins at \$500 per person and increases up to one hundred percent (100%) of the selling price of a Tour per person, depending on the timing of the cancellation; and
- c. For “Ocean Explorer World Cruise Inaugural Season” Tours, sets forth an escalating schedule of cancellation fees that begins at \$2,500 per person and likewise increases up to one hundred percent (100%) of the selling price of a Tour per person, depending on the timing of the cancellation.

See **Exhibit A-2** at pg. 2, “Deposit • Final Payment Date • Cancellation Fees.”

Defendants’ Unfair and Deceptive “Postponement” Practice

39. When the COVID-19 pandemic first emerged in early 2020, Defendants’ refund and pre-payment practices went awry.

40. Due to the safety and operational challenges arising from the COVID-19 pandemic, by March of 2020, Defendants could no longer fulfill any of their booked Tours on or near their booked departure dates.

41. Yet, if Defendants declared that all Tours were “cancelled,” then they would be admitting to their contractual obligation under the Tour Participation Agreement to promptly issue full cash refunds to consumers, even if their respective Tour payments were already used to pre-pay that Tour’s or another Tour’s supplier(s).

42. Accordingly, despite Defendants’ continued inability to fulfill consumers’ purchased Tours on or near their booked departure date, Defendants did not declare that the unfulfilled Tours were “cancelled.”

43. Instead, Defendants have engaged in a practice of classifying affected Tours as being “postponed,” rather than “cancelled,” purporting that consumers are not entitled to full cash refunds as their Tours’ departure dates were only being rescheduled or modified.

44. For example, from March of 2020 through August of 2021, Defendants made ten (10) announcements that they were “postponing” or “suspending” departures for Tours. *A true and correct copy of Defendants’ webpage, <https://www.vantagetravel.com/advisory-update>, as of April 18, 2023, is attached hereto and incorporated herein as **Exhibit “B.”***

45. A number of Defendants’ announcements that Tours were “postponed” or “suspended” were signed by Individual Defendant. *See **Exhibit B.***

46. In emails signed by Individual Defendant, Defendants also directly messaged consumers to advise them that Defendants were rescheduling their Tours for a different calendar year due to COVID-19.

47. In response to consumers' requests for cash refunds, Defendants also advised consumers that their Tour's departure date had only been postponed, modified or otherwise rescheduled, as opposed to "cancelled," further representing to numerous consumers that a cash refund was not an "option" and that the consumer had been rebooked on a new Tour scheduled to depart at a later date.

48. Defendants also posted travel alerts on consumers' "My Portfolio" account pages, advising consumers that their originally booked Tours could not be fulfilled and rebooking the consumer on the new Tour without prior consultation. *A true and correct exemplar, with personal identifying information redacted, is attached hereto and incorporated herein as **Exhibit "C."***

49. By purporting that Tours were "postponed" or "rescheduled" rather than cancelled, in numerous instances, Defendants have refused to issue full cash refunds to affected Tour purchasers, rebooking those consumers on future Tours without consultation and/or issuing them a future travel credit for purposes of booking a new Tour.

50. In numerous instances, Defendants also deemed consumers as only entitled to a future travel credit for their "postponed" Tours, refusing to issue any cash refund to the consumer even at the consumer's request or when the consumer attempted to cancel their Tour.

51. In numerous instances where Defendants purported that the consumer was not entitled to any cash refund for their "postponed" Tour, but the consumer represented to Defendants that they were not able to utilize the credit due to health issues, Defendants still did not issue a cash refund to the consumer and instead only advised the consumer that they could transfer their travel credits to a friend or family member in numerous instances.

52. Moreover, in numerous instances where consumers have initiated cancellation requests with Defendants in response to COVID-19 safety concerns and/or Defendants'

“postponement” practices, Defendants have enforced the per-person cancellation fee schedule set forth in their Tour Participation Agreement, which assesses a cancellation fee of increasing amounts based on a cancellation’s proximity to a Tour’s departure date, up to one-hundred percent (100%) of the Tour purchase price per person. *See, e.g., Exhibits A-1 and A-2.*

53. In the numerous instances where the imposed cancellation fee was less than one-hundred percent (100%) of the Tour’s purchase price, Defendants’ practice of imposing their cancellation fee schedule guaranteed that consumers, at best, would only receive a partial cash refund from Defendants.

54. However, in numerous instances where a consumer was deemed in a cancellation fee schedule of one-hundred percent (100%), or some other high percentage, Defendants’ “postponement” practice precluded or effectively precluded consumers from obtaining a cash refund from Defendants.

55. Moreover, following Defendants’ resumption of operations, Defendants have continued to engage in their “postponement” practices.

56. In some instances in 2022, for example, Defendants have “postponed” Tours to a departure date in calendar year 2024.

57. As set forth more fully below, even in calendar year 2023, consumers continue to file complaints with the Better Business Bureau regarding Defendants’ “postponement” of Tours and failure to issue cash refunds.

58. Defendants’ currently implemented Tour Participation Agreement also now magnifies the effect of Defendants’ “postponement” practices by establishing an increased cancellation fee schedule, speeding up the per-person cancellation fees for all of their Tours, and specifying that “IF YOUR ORIGINAL DEPARTURE DATE HAS CHANGED BY YOU

AND/OR VANTAGE, CANCELLATION FEES WILL BE ASSESSED ACCORDING TO YOUR ORIGINAL DEPARTURE DATE AND NOT TO THE CHANGED DEPARTURE DATE.” *A true and correct exemplary copy of Defendants’ Tour Participation Agreement, with an indicated revision date of November of 2022, is attached hereto and incorporated herein as Exhibit “D.”*

59. Defendants’ current Tour Participation Agreement also continues to provide, “All cancellations made later than 24 hours after booking are subject to an administrative fee of **\$300 per person** (see deposit/cancel table)*. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions.** This administrative fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. Please see your specific trip for details. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**” *See Exhibit D* at pg. 2, “Cancellations and Refunds” (emphasis in original).

Defendants’ Unfair and Deceptive TPP Practices

60. At all times relevant and material hereto, Defendants have advertised, marketed, offered for sale, and sold to Pennsylvania consumers TPP for Tours.

61. Defendants’ TPP consists of Part “A” and Part “B” coverage:

- a. Part “A” of the TPP is a non-insurance **pre-departure** cancellation contract called the “Cancel For Any Reason Waiver” that is provided by Defendants;
and

- b. Part “B” of the TPP is a short-term **post-departure** travel insurance plan / individual travel insurance policy that is underwritten by an insurance company.

62. Under Part A of the TPP, the “Cancel For Any Reasons Waiver,” a consumer is only entitled to a cash refund for a pre-departure cancellation if they cancel their Tour for “specified reasons;” if a consumer cancels their Tour for any other reason other than the “specified reasons,” then they will receive a travel voucher/credit. *A true and correct exemplary copy of Part “A” of Defendants’ TPP with Trip Mate, which was purchased by Consumer B, is attached hereto and incorporated herein as Exhibit “E-1.” A true and correct exemplary copy of Part “A” of Defendants’ TPP with Allianz, which was purchased by Consumer G, is attached hereto and incorporated herein as Exhibit “E-2.”*

63. As pertinent, Part A of the TPP that Defendants utilized until around March of 2021 (“Former Part A”), provided that consumers are entitled to a cash refund if they canceled their Tour for the following “specified reasons”:

- a. “a covered Sickness, Injury or death of You, Your Family Member, or Your Traveling Companion which occurs before departure on Your trip. The Sickness or Injury must occur before departure on Your trip and must require examination and treatment by a Physician at the time of cancellation. The treating Physician must certify that You are not able to participate on the trip due to medical restrictions”;
- b. “You or Your Traveling Companion are quarantined . . .”;

- c. “Your or Your Traveling Companion’s home or trip destination is made uninhabitable by a Natural Disaster and will remain uninhabitable during Your scheduled trip dates”; and
- d. “a government-mandated shutdown of an airport or the air traffic control system[.]”

Exhibit E-1 at pg. 1, “CANCELLATION PENALTY WAIVER.”

64. Defendants’ Former Part A defines “Sickness” as “an illness or disease of the body which: 1) requires examination and treatment by a Physician; and 2) commences while Your Cancellation Penalty Waiver is in effect.” **Exhibit E-1** at pg. 1, “CANCELLATION PENALTY WAIVER DEFINITIONS.”

65. Defendants’ Former Part A defines “Natural Disaster” as “a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.” **Exhibit E-1** at pg. 1, “CANCELLATION PENALTY WAIVER DEFINITIONS.”

66. Since March of 2021, Defendants have also continued to offer and provide consumers a substantially similar “Cancel for Any Reason Waiver” under Part A of their current TPP (“Current Part A”).

67. As with their Former Part A, Defendants’ Current Part A provides that consumers are entitled to a cash refund if they cancel their Tour for the following “Specified Reasons”:

- a. “A Sickness, injury or death of You, a person booked to travel with You or a family member (regardless of whether or not the family member is traveling with You), which occurs before You depart on Your Trip. The Sickness or Injury must require examination and treatment by a physician at the time of

cancellation and the treating physician must certify that the Sickness or Injury will prevent You from taking Your Trip”;

- b. “You (or a person booked with You on the Trip) are quarantined per mandate by a state or government official . . .”;
- c. “Your home (or the home of a person booked with You on the Trip) or Your destination accommodations are made uninhabitable by natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard) and remain uninhabitable during the time of Your Trip”; and
- d. “a shutdown of an airport or the air traffic control system for 6 or more hours which prevents You from departing on Your Trip[.]”

Exhibit E-2 at pgs. 1-2, “CANCELLATION PENALTY WAIVER DETAILS.”

68. Defendants’ Current Part A defines “Sickness” as “an illness or disease of the body.” **Exhibit E-2** at pgs. 1-2, “CANCELLATION PENALTY WAIVER DETAILS.”

69. As more fully set forth throughout and herein, in numerous instances, Defendants have refused to declare Tours as “cancelled” and thereafter promptly issue or initiate full cash refunds to consumers, instead declaring that such Tours are purportedly being “postponed” rather than cancelled.

70. In numerous instances, when the consumer thereafter initiated their own cancellation/cash-refund request, Defendants additionally denied issuing a full cash refund to consumers under Part A of their TPP.

71. In numerous instances, Defendants have denied consumer-initiated cash refund requests under Part A of their TPP where a consumer’s Tour was “postponed” and the consumer did not want to travel on the new Tour or rebook a different Tour for a later date.

72. In numerous instances, Defendants have denied consumer-initiated cash refund requests under Part A of their TPP where the consumer asserted COVID-19 safety concerns and/or the Defendants could not have fulfilled the Tour on or near its purchased departure date due to COVID-19 travel restrictions.

73. In numerous instances, Defendants have denied consumer-initiated cash refund requests under Part A of their TPP where, following the respective Tour's "postponement," the consumer or their travel companion suffered medical complications or illness that precluded travel.

Defendants' Unfair and Deceptive TPP Representations

74. At all times relevant and material hereto, Defendants have repeatedly assured their consumer base, many of whom sixty (60) years of age or older, that purchasing a Tour with TPP protects the full value of their travel investment and otherwise ensures a risk-free investment.

75. For example, Defendants' Tour Participation Agreement that was utilized in at least 2019, "strongly recommended" for consumer to purchase travel protection, describing the TPP as a "Full-Value Travel Protection Plan — one of the most comprehensive benefit plans available anywhere . . . [¶] **Protect the Full Value of Your Investment** [¶] You can feel confident that with the Vantage Travel Protection Plan, the full value of your investment is protected. Now that's peace of mind!" (Emphasis in original). See **Exhibit A-1** at pg. 3.

76. At all times relevant and material hereto, Defendants' website contains a testimonial video regarding TPP coverage, wherein a slide describes the TPP as "Vantage's 100% Travel Protection Plan" that consumers can use to "Cancel for ANY Reason." A description below the testimonial video, bearing the caption "Protect yourself — and your investment — 100%", further describes the TPP as a "100% coverage plan, which includes the rarely found true cancellation for any reason coverage." *True and correct screenshots of the Defendants' website,*

<https://www.vantagetravel.com/whyvantage/waystosave>, and the testimonial video on that website, as observed on April 18, 2023, are attached hereto and incorporated herein as **Exhibit “F-1” and “F-2,”** respectively.

77. At all times relevant and material hereto, Defendants’ website promotes their TPP with the description, “**COVERAGE FOR WHAT YOU CAN’T SEE COMING [¶] Enhanced 100% Travel Protection Plan,**” and representing that TPP covers the “unexpected” to avoid losing “tens of thousands of dollars for medical bills or trip cancellation fees or some other disastrous occurrence that you couldn’t possibly have foreseen,” and further representing that “Unforeseen incidents generally not covered under travel protection plans are covered under our Enhanced Cancel For Any Reason Waiver,” without further explanation. A true and correct screenshot of Defendants’ website, <https://www.vantagetravel.com/whyvantage/waystosave/travelprotection/reasonstopurchase>, as observed on April 18, 2023, is attached hereto and incorporated herein as **Exhibit “G.”**

78. At all times relevant and material hereto, Defendants’ catalogs, postcards, and other promotional materials that they distributed to consumers have likewise portrayed Defendants’ TPP as capable of protecting the full value of their travel investment in the event a consumer must cancel their Tour for an unforeseen event or emergency, without further explanation.

79. In early-March of 2020, Defendants, in “A letter from Vantage Founder & Chairman Henry R. Lewis,” continued to assure consumers that their TPP was the “most comprehensive travel coverage. With Vantage’s Travel Protection Plan, the full value of your investment is protected for cancellation up to and including the day of departure, with either cash back or trip credit returned, depending on the reason for cancellation.” See **Exhibit B.**

80. Since March of 2020, Defendants have likewise promoted their TPP as a “comprehensive plan” that protects against the “unexpected” and “ensures that you, your loved ones, and your investment are 100% protected from the point of purchase until your return home. Our Travel Protection Plan also allows you to cancel for any reason up to and including the day of your departure.” A true and correct screenshot of Defendants’ website, <https://www.vantagetravel.com/bookwithconfidence>, as observed on April 18, 2023, is attached hereto and incorporated herein as **Exhibit “H.”**

81. Following the emergence of COVID-19, Defendants’ invoices distributed to consumers have begun to promote TPP by representing, “**PROTECT YOUR TRAVEL INVESTMENT!** [¶] With the Vantage 100% Travel Protection Plan, you can cancel your trip for any reason right up until you depart and still retain full value. You’ll also receive medical and travel coverage during your trip.”

82. Following the emergence of COVID-19, Defendants’ website also continues to promote TPP as a means to “**PROTECT YOURSELF, YOUR LOVED ONES, AND YOUR INVESTMENT AGAINST THE UNEXPECTED**” further stating that their TPP “ensures that **you, your loved ones, and your investment are 100% protected** from point of purchase until your return home.” The same website also states that the TPP provides a “**True Cancellation for Any Reason:** No restrictions or fine print.” A true and correct screenshot of Defendants’ website, <https://www.vantagetravel.com/whyvantage/waystosave/travelprotection/coverage>, as observed on April 5, 2023, is attached hereto and incorporated herein as **Exhibit “I.”**

83. Notwithstanding Defendants’ various TPP representations, as more fully set forth below, in numerous instances, Defendants have engaged in a practice of denying Pennsylvania

consumers a full cash refund under Part A of their TPP based in part on Defendants' "postponement" practices.

Defendants' Unfair and Deceptive "Risk Free Cancellation" Promotion

84. Since March of 2020, Defendants have advertised, marketed, and otherwise offered to consumers "risk free" cancellations and enhanced future travel credits to promote new Tour purchases and to retain the business of "postponed" consumers.

85. Following the emergence of COVID-19, in early-March of 2020, Defendants, in a "A letter from Vantage Founder & Chairman Henry R. Lewis," announced the suspension of Tours and that "Over the past days and weeks, we have also rolled out enhanced policies to benefit our travelers, including a **risk-free cancellation policy** valid through April 30 for new and existing 2020 reservations. Details are available on our website. Additionally, we continue to partner with Trip Mate to offer you the most comprehensive travel coverage. With Vantage's Travel Protection Plan, **the full value of your investment is protected** for cancellation up to and including the day of departure, with either cash back or trip credit returned, depending on the reason for cancellation." *See Exhibit B* (emphasis added).

86. According to Defendants' website, Defendants' initial "BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION" promotion in early 2020 was to provide "peace of mind" to new and rebooking consumers who may need to postpone their Tours within the promoted time-period, allowing the consumers to "receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice." *A true and correct copy of Defendants' webpage, <https://www.vantagetravel.com/riskfree>, as of April 18, 2023, is attached hereto and incorporated herein as Exhibit "J."*

87. On July 28, 2020, Defendants, in “An update from Vantage Founder & Chairman Henry R. Lewis,” announced their “decision to extend the postponement of all journeys through December 31, 2020,” and further announced to consumers that “We’ve extended our enhanced **Book with Confidence** policy to ensure our travelers enjoy the most flexibility during this challenging time” *See Exhibit B* (emphasis in original).

88. On January 15, 2021, Defendants, in “An update from Vantage Founder & Chairman Henry R. Lewis,” likewise announced their “decision to postpone our journeys through May 1, 2021,” and again announced “we’ve just extended **our Book with Confidence** policy to cover all journeys reserved through February 24, 2021.” *See Exhibit B* (emphasis in original).

89. In promoting the extended “BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION” promotion on their website, Defendants again represented to consumers, “We understand that in the current travel climate you may feel hesitant to reserve a spot on one of our Vantage journeys. To give you peace of mind and confidence to book with us, we have made crucial enhancements to our cancellation policy, providing flexibility and comfort to our travelers. We’d love to have you enjoy our momentous savings now, while having the option to change or reschedule your trip later. We’ve also temporarily reduced the required deposit amount so you can lock in your trip with 2-for-1 savings.” *A true and correct screenshot of Defendants’ webpage, https://www.vantagetravel.com/~/link.aspx?id=D2B4192DA88C43A58FEEA57D541FA20E&_z=z, as archived on March 1, 2021 and accessed on April 18, 2023, is attached hereto and incorporated herein as **Exhibit “K.”***

90. Defendants’ extended “BOOK WITH CONFIDENCE” promotion further promoted a “Risk-Free Cancellation Policy” and “2-for-1 Deposits Offer on 2021 Through 2022 Journeys.” *See Exhibit K.*

91. On the same promotional webpage, under the caption, “Travel with Tranquility,” Defendants further represented that their TPP is a “comprehensive plan [that] ensures that you, your loved ones, and your investment are 100% protected from the point of purchase until your return home. Our Travel Protection Plan also allows you to cancel for any reason up to and including the day of your departure.” *See Exhibit K.*

92. During at least calendar years 2020 and 2021, Defendants also distributed brochures, flyers, letters, emails and other advertisements and promotional materials to Pennsylvania consumer that generally promoted Defendants’ “BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION” policy – some of which including promotional messages signed by Individual Defendant.

93. In September of 2022, Defendants again promoted a “BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION” promotion on their website, largely repeating their assurances of “peace of mind” and a “Risk-Free Cancellation Policy” for “all new 2023 reservations made by September 30, 2022.” *See Exhibit H.*

94. The “BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION” promotion in September of 2022 further represented that Defendants’ “comprehensive” TPP “ensures that you, your loved ones, and your investment are 100% protected from the point of purchase until your return home. Our **Travel Protection Plan** also allows you to cancel for any reason up to and including the day of your departure.” *See Exhibit H.*

95. As set forth more fully below, notwithstanding Defendants’ “risk free” representations, in numerous instances, Defendants’ “risk free” cancellation policy did not actually eliminate the impact and risks resulting from Defendants’ “postponement” practices.

Defendants Offered and Sold Tours That They Could Not Fulfill

96. On or about March 11, 2020, Defendants announced their suspension in operations in response to COVID-19.

97. Thereafter, Defendants' offices remained closed until at least June of 2021.

98. Even after re-opening their offices, however, Defendants still did not run a single Tour from mid-March of 2020 until at least September of 2021 and Defendants have continued to announce the "postponement" of Tours since then.

99. Nevertheless, throughout calendar years 2020 and 2021, Defendants continued to advertise, promote, offer for sale, and sell new Tours to consumers, and thereafter cancel or "postpone" those Tours because Defendants could not fulfill the Tours on their booked departure date.

100. Throughout calendar years 2020 and 2021, Defendants also continued to advertise, promote, offer for sale, and sell Tours to existing customers whose Tours were purportedly "postponed" by Defendants, with Defendants again cancelling or "postponing" those new Tours because Defendants could not fulfill the Tours on their booked departure date.

101. In numerous instances, Defendants took or accepted payments from consumers for upcoming travel after Defendants announced the suspension of operations and knew or should have known the travel reservations would be cancelled.

102. In numerous instances, Defendants accepted new reservations from consumers for Tours after the Defendants announced the suspension of operations and knew or should have known the travel reservations would be cancelled.

103. In numerous instances since Defendants' resumption in operations, Defendants took or accepted payments from consumers for upcoming travel even though Defendants knew or should have known the travel reservations would be cancelled.

Defendants' Unfair and Deceptive Refund Practices

104. In numerous instances, Defendants did not issue a full cash refund to Pennsylvania consumers for cancelled Tours, including a cash refund for any purchased TPP, by classifying such Tours as "postponed," rescheduled," "modified," or the like, and instead rebooking the respective Pennsylvania consumer on a new Tour without prior consultation and/or issuing the consumer future travel credits that could be used to purchase a new Tour within one to two years.

105. In numerous instances, Defendants refused to declare that the Tours they could not fulfill were "canceled," thereby forcing consumers to initiate their own refund request through Defendants and/or their TPP if purchased.

106. In numerous instances where a consumer requested a cash refund for their cancelled Tour, Defendants did not provide the consumer with a full cash refund by imposing a per-person cancellation fee schedule and declaring TPP payments non-refundable.

107. In numerous instances, Defendants promised a prompt full or partial cash refund to consumers, but did not issue any such refund to the consumer.

108. In numerous instances, Defendants promised a prompt cash refund to consumers, but did not issue a cash refund for months or sometimes a year or more. In the meantime, while consumers awaited and inquired about their promised refunds, Defendants would respond to the consumers with general acknowledgment emails that provided no specific timeline for the promised refund.

Examples of Defendants’ Unfair and Deceptive Acts and Practices

109. The Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection (“Bureau”), has received a number of consumer complaints against Defendants indicating violations of the Consumer Protection Law. The following are examples of what has been alleged in certain complaints submitted by consumers to the Bureau.

110. **Consumers A (Schuylkill County):**

- a. On or about August 6, 2019, two Pennsylvania consumers age 60 years or older (“Consumers A”) booked a Tour with Defendants for \$14,376.
- b. Consumers A paid \$14,376.00 to Defendants for the Tour, which included a payment of \$1,598.00 for TPP.
- c. On July 21, 2020, Defendants “postponed” the consumers’ Tour.
- d. On or about August 22, 2020, Consumers A cancelled their Tour due to one of the consumers suffering from a number of serious medical issues and being hospitalized for the same. Consumers A’s doctor ordered that the consumer could not travel for safety and health reasons.
- e. At the time Consumers A initiated a cancellation request, the Tour’s departure date was scheduled for September 20, 2020; however, the Tour would not occur in at least calendar year 2020 due to government travel restrictions and subsequent “postponements” by Defendants.
- f. Nevertheless, Consumers A were advised by Defendants that, under Defendants’ cancellation fee schedule, the consumers were only entitled to a \$600 cash refund.

- g. Aside from the \$600 refund, Consumers A only received a future travel credit to use toward a new Tour.
- h. Notwithstanding one of the consumers being unable to travel due to continued health issues, and the other consumer not willing to travel without their spouse, Defendants maintained that they were only issuing future travel credits to Consumers A.
- i. Defendants further advised Consumers A, “If you are truly unable to utilize any Future Trip Credit due to health reasons, you can request it be transferred to a Friend or Family Member.”
- j. Consumers A never received a full cash refund for their Tour from Defendants.

111. **Consumers B (Philadelphia County):**

- a. In May of 2019, two Pennsylvania consumers age 60 years or older (“Consumers B”) purchased a Tour from Defendants for calendar year 2020.
- b. Defendants cancelled that Tour due to COVID-19, and did not provide Consumers B with a cash refund.
- c. In March of 2020, Consumers B then booked a 2021 Tour through Defendants, which Defendants again cancelled.
- d. In May of 2022, Consumers B then booked a Tour through Defendants that was planned to occur in August of 2022.
- e. The total cost of that Tour was \$18,066.00, of which \$1,998.00 was used to purchase TPP.

- f. In July of 2022, Consumers B canceled their Tour as a result of one of the consumers suffering documented health issues that precluded safely traveling on the Tour.
- g. Based on the timing of the cancellation request, Defendants assessed Consumers B penalty fees totaling \$12,282.40.
- h. Ultimately, after filing a consumer complaint with the Bureau, Consumers B received a full cash refund of the cancellation fee through the underwriting insurance company for Part B of the consumers' TPP.
- i. Defendants, however, have not issued Consumers B a cash refund for the remaining \$3,785.60 for their Tour purchase.
- j. In an email dated November 22, 2022, Defendants continued to represent to Consumers B that Defendants were "once again unable to provide a timeline on when we will be able to process your refund request."

112. **Consumer C (Allegheny County):**

- a. In 2018, a Pennsylvania consumer age 60 years or older ("Consumer C") originally purchased a Tour through Defendants that Defendants cancelled.
- b. Consumer C opted to use the travel credit from the cancelled Tour to purchase a new Tour that was to occur in the summer of 2020.
- c. In February of 2020, Consumer C was advised by Defendants, however, that the 2020 Tour was cancelled.
- d. Following the Tour's cancellation, Consumer C requested a refund from Defendants and inquired as to the status of their refund through calls and emails.

- e. On March 23, 2020, in “A personal note from Vantage found Henry R. Lewis,” Defendants sent an email to Consumer. *A true and correct copy of Defendants’ March 23, 2020 email, as provided by Consumer C to the Bureau, with the consumers’ personal identifying information redacted, is attached hereto and incorporated herein as **Exhibit “L.”***
- f. In the March 23, 2020 email, Defendants represent they are “following up” on the consumers’ cancellation request “to make sure you knew that we have enhanced our policies to benefit travelers, including a risk-free cancellation policy that allows you to book with confidence by increasing the flexibility to move your departure to a later date. Meanwhile, Vantage’s Travel Protection Plan continues to provide our travelers with the most comprehensive protection – including Cancel For Any Reason coverage, even up to the day of departure.” *See **Exhibit L*** (emphasis in original).
- g. The March 23, 2020 email further offered Consumer C additional future travel credit to reserve a new Tour and included within the email a list of three (3) other 2020 Tours for the consumers’ consideration. *See **Exhibit L***.
- h. In another email from Defendants on April 4, 2020 bearing the subject line, “The necessity of travel: A personal note from Henry R. Lewis,” Defendants again emailed Consumer C about their “risk-free cancellation policy” and the benefits of their TPP, as well as to inform the consumers about a promotional offer when booking a future 2020 Tour.
- i. In response to Defendants’ offers, Consumer C continued to inquire via phone and email about the status of their refund request; and in a May 18,

2020, Defendants generally responded that COVID-19 has caused severe disruptions and that refunds are “going to take longer than normal.”

- j. After months passing and being repeatedly told that the refund was delayed due to COVID-19, in late 2020, Consumer C decided to accept future travel credits and use those credits to purchase a different Tour.
- k. Including the cost of TPP, the newly scheduled Tour was for a total cost of \$6,253.00.
- l. As purchased, the departure date for the new Tour was in August of 2021.
- m. However, on March 3, 2021, Defendants again notified Consumer C that the Tour was rescheduled for calendar year 2022, with a specific date of departure yet to be determined.
- n. On March 4, 2021, Consumer C, who was then 85 years old, notified Defendants that they were cancelling their reservation and requesting a refund given Consumer C had become increasingly frail and suffered a number of health complications precluding safe travel.
- o. Consumer C further provided Defendants with a doctor’s note describing the consumer’s health issues and why the consumer could not travel on a rescheduled Tour.
- p. Nevertheless, Defendants have ultimately refused to issue Consumer C a cash refund, in whole or in part, representing that Consumer C is only entitled to travel credit.

113. **Consumer D (Washington County):**

- a. On September 24, 2019, a Pennsylvania consumer age 60 years or older (“Consumer D”) paid \$8,977 to Defendants for a Tour and TPP.
- b. Consumer D’s purchased Tour had a departure date of September 18, 2020.
- c. Defendants “postponed” and reschedule that Tour to September of 2021 without Consumer D’s prior approval.
- d. In response to the “postponement,” Consumer D requested a cash refund from Defendants.
- e. Defendants did not issue a cash refund to Consumer D, even after Consumer D filed a complaint with the Bureau.
- f. Consumer D also was advised they would not be entitled to a cash refund under their TPP.

114. **Consumers E (Dauphin County):**

- a. In early 2020, two Pennsylvania consumers age 60 years or older (“Consumers E”) paid a \$3,198.00 to Defendants as a down-payment for a Tour and TPP.
- b. The purchased Tour had a departure date of July 12, 2022.
- c. Upon being prompted by Defendants for final payment, on March 2, 2022, Consumers E paid \$21,875.00 to Defendants.
- d. In June of 2022, Consumers E discovered that Defendants had changed the Tour’s departure date to August 4, 2023.

- e. In a June 13, 2022 email, Defendants represented to Consumers E that they had to “reschedule” the Tour because the Defendants had not yet taken possession of the Tour’s ship as well as issues in the global supply chain.
- f. On June 20, 2022, Consumers E requested from Defendants a full cash refund of \$25,073.00.
- g. Thereafter, Consumers E filed a complaint with the Bureau in July of 2022.
- h. In response to the Bureau complaint, Defendants indicated an intention to issue a cash refund to Consumers E.
- i. However, no such refund was ever received by Consumers E and Defendants became unresponsive to the Bureau’s mediation efforts.

115. Consumer F (Philadelphia County):

- a. On August 1, 2019, a Pennsylvania consumer age 60 years or older (“Consumer F”) purchased, with a traveling companion, a Tour with a departure date in 2020.
- b. Consumer F paid \$8,946.00 for their portion of the Tour.
- c. On April 8, 2020, Defendants notified Consumer F that the 2020 Tour was “cancelled” and that Defendants “moved” the Tour’s departure date to August 26, 2021.
- d. In May of 2020, Consumer F requested a cash refund for their “postponed” Tour.
- e. However, in a July 28, 2021 email, Defendants represented to Consumer F that Defendants had to “modify” the Tour due to government restrictions on travel and that a cash refund was not an “option” for the consumer.

- f. Consumer F did not receive a cash refund from Defendants for their Tour or TPP.
- g. Consumer F was further advised by Defendants that their travel credits were set to expire at the end of calendar year 2022.

116. **Consumer G (Butler County):**

- a. On April 25, 2021, a Pennsylvania consumer age 60 years or older (“Consumer G”) purchased a Tour and TPP from Defendants.
- b. The Tour was scheduled to depart on August 31, 2022.
- c. Consumer G paid to Defendants a total \$13,076.00 for the Tour and TPP.
- d. Weeks prior to the Tour’s scheduled departure date, Consumer G received an online message from Defendants representing that their Tour was postponed until July 19, 2024.
- e. Consumer G requested a cash refund for the “postponed” Tour, stating the consumer was almost 81 years old and might not be able to travel abroad in 2024.
- f. Defendants did not issue a cash refund to Consumer G, even after Consumer G filed a complaint with the Bureau in December of 2022.
- g. Consumer G has been advised that the consumer is not be entitled to a cash refund under their TPP.

117. **Consumer H (Lehigh County):**

- a. On February 14, 2020, a Pennsylvania consumer age 60 years or older (“Consumer H”) purchased a Tour and TPP from Defendants.

- b. Consumer H paid \$11,629.00 to Defendants, consisting of \$9,505 for the Tour and \$1,299.00 for TPP.
 - c. The Tour was originally scheduled to depart on August 9, 2020.
 - d. Following the emergence of COVID-19, Defendants “postponed” to August 31, 2022.
 - e. Then, in 2022, Defendants purportedly postponed the consumer’s Tour to July 29, 2024.
 - f. Consumer H sought a cash refund for the Tour through August of 2022.
 - g. In response, Defendants represented that the Tour was “rescheduled due to Covid [*sic*] delays in the shipyard where the ship was built in China.”
 - h. Defendants further represented to Consumer H that the consumer was not eligible for a cash refund because “when a trip is rescheduled the reservation becomes ineligible for a cash refund.”
 - i. After Consumer H filed a complaint with the Bureau in September of 2022, Defendants eventually issued a partial cash refund of \$9,505 to Consumer H on December 14, 2022.
 - j. The partial cash refund was \$500 less than the full purchase price of Consumer H’s Tour.
- Consumer H did not receive a cash refund from Defendants for the purchase price of TPP.

118. Consumers I (Allegheny County):

- a. On November 26, 2019, two Pennsylvania consumers age 60 years or older (“Consumers I”) purchased a Tour and TPP from Defendants.

- b. Consumers I paid \$12,051.00 to Defendants, consisting of \$10,853.00 for the Tour and \$1,198.00 for TPP.
- c. The Tour had a departure date of June 19, 2020.
- d. On March 17, 2020, after an emergency state was already declared in Pennsylvania, Consumers I cancelled via phone call their Tour due to COVID-19 safety concerns.
- e. On April 14, 2020, in an email bearing Individual Defendant's signature, Defendant represented they were following up on the consumers' cancellation request "to make sure you knew that we have enhanced our policies to benefit travelers, including a risk-free cancellation policy that allows you to book with confidence by increasing the flexibility to move your departure to a later date. Meanwhile, Vantage's Travel Protection Plan continues to provide our travelers with the most comprehensive protection – including Cancel For Any Reason coverage, even up to the day of departure." *A true and correct copy of Defendants' April 14, 2020 email, as provided by Consumers I to the Bureau, with the consumers' personal identifying information redacted, is attached hereto and incorporated herein as **Exhibit "M-1."***
- f. The April 14, 2020 email further represented that the consumers' cancelled Tour "has additional departure dates available later in the year" and that if the Consumers I chose a new departure now, they would receive additional future travel credits that could be used twelve (12) months from their original departure date for any 2020 or 2021 departure. *See **Exhibit M-1.***

- g. Consumers I then sent an inquiry email to Defendants as to the status of their refund, and Defendants generally responded in an April 23, 2020 email that the coronavirus world event has caused severe disruptions and that refunds are “going to take longer than normal.”
- h. On June 24, 2020, Defendants, again in an email written and signed by Individual Defendant, wrote to Consumers I. *A true and correct copy of Defendants’ June 24, 2020 email, as provided by Consumers M to the Bureau, with the consumers’ personal identifying information redacted, is attached hereto and incorporated herein as **Exhibit “M-2.”***
- i. In the June 24, 2020 email, Defendants acknowledge, “We postponed journeys, then postponed them again.” *See **Exhibit M-2.***
- j. The June 24, 2020 email further goes on to offer an increased future travel to the consumer in lieu of a cash refund that can be used on any 2020 or 2021 Tour; however, “If you’d rather receive a refund, we understand and appreciate your patience as we adapt to this ever-changing travel climate.” *See **Exhibit M-2.***
- k. Again, Consumers I declined Defendants’ offer for a future travel credit in lieu of a cash refund; and, again, in July of 2020, Defendants’ represented that the consumers were “in line” to receive a refund, but that Defendants “just can not [sic] advise when as we do not have a time frame available for when refunds will be processed. Not even a manager can advise when a specific refund will be processed.”

- l. In August of 2020, Consumers I continued to send Defendants inquiries as to the status of their refund request.
- m. In September of 2020, Defendants again responded in an email that “we are still experiencing significant delays and we cannot provide a timeline as to when your request will be processed.”
- n. In October of 2020, Consumers I then filed a complaint with the Bureau.
- o. In November of 2021, Defendants issued a partial cash refund in the amount of \$9,853 to Consumers I.
- p. Defendants’ partial cash refund was less an imposed cancellation fee of \$500.00 per person.
- q. Defendants also did not issue a refund for the consumers’ TPP payment.

119. Consumer J (Lebanon County):

- a. On February 26, 2019, a Pennsylvania consumer age 60 years or older (“Consumer J”) purchased a Tour and TPP from Defendants.
- b. Consumer J paid \$3,865.00 to Defendants, consisting of \$3,466.00 for the Tour and \$399.00 for TPP.
- c. The Tour had a departure date of December 10, 2020.
- d. Defendants cancelled the Tour following the emergence of COVID-19.
- e. Defendants represented to Consumer J that a cash refund was forthcoming; however, no such cash refund was promptly issued to Consumer J.
- f. After Consumer J filed a complaint with the Bureau, on October 22, 2021, Defendants issued a \$3,466.00 cash refund to Consumer J.
- g. Defendants did not issue a refund for Consumer J’s TPP payment.

120. Consumers K (Allegheny County):

- a. In 2019, two Pennsylvania consumers age 60 years or older (“Consumers K”) purchased a Tour and TPP from Defendants.
- b. Consumers K paid \$25,202.00 to Defendants, consisting of \$22,132.00 for the Tour and \$3,070.00 for TPP.
- c. The Tour had a departure date of September 10, 2020.
- d. Consumers K canceled their booked Tour on June 4, 2020, even though Defendants would not have been able to fulfill the Tour on that departure date.
- e. After Consumers K filed a complaint with the Bureau in April of 2021, they received a cash refund in the amount of \$21,332.00 from Defendants in November of 2021.
- f. Defendants’ partial cash refund was less an imposed cancellation fee of \$500.00 per person.
- g. Defendants did not issue a refund for the consumers’ TPP payment.

121. Consumer L (Lebanon County):

- a. On February 21, 2019, a Pennsylvania consumer age 60 years or older (“Consumer L”) purchased a Tour and TPP from Defendants.
- b. Consumer L paid \$3,855.00 to Defendants, consisting of \$3,456.00 for the Tour and \$399 for the TPP.
- c. In March of 2020, Consumer L cancelled the Tour and requested a cash refund from Defendants.

- d. Defendants represented to Consumer L that a cash refund was forthcoming; however, no such cash refund was promptly issued to Consumer L by Defendants.
- e. After Consumer L filed a complaint with the Bureau in November of 2020, Defendants issued a \$3,456.00 cash refund to Consumer L on July 8, 2021.
- f. Defendants did not issue a refund for the consumer's TPP payment.

122. **Consumers M (Allegheny County):**

- a. In August of 2019, two Pennsylvania consumers age 60 years or older ("Consumers M") purchased a Tour from Defendants with a departure date in September of 2020.
- b. Consumers M paid a total of \$9,994.00 to Defendants for their Tour, plus an additional amount for TPP.
- c. On March 31, 2020, after an emergency state was already declared in Pennsylvania and travel restrictions were already in place, Consumers M cancelled their booked Tour.
- d. At the time Consumers M initiated a refund request, Defendants represented a refund would be issued within 60 to 90 days.
- e. However, Consumers M emailed and called Defendants in July of 2020 because they still had not received any cash refund or an update as to the status of said refund.
- f. In response, in a July 2, 2020 email, Defendants represented to Consumers M that "You will receive a refund we just can not [*sic*] say when. Not even the managers know when refunds will be processed."

- g. In a July 7, 2020 email, Defendants additionally responded that a “refund review” had been initiated but that the coronavirus world event has caused severe disruptions and that refunds are “going to take longer than normal.”
- h. In October of 2020, Consumers M filed a complaint with the Bureau.
- i. Thereafter, Consumers M continued to inquire about their refund status with Defendants.
- j. In a response email on April 20, 2021, a representative of Defendants wrote to Consumers M, representing that they could not provide a refund timeline because “The way refunds are scheduled is not shared with us. The Executive Management Team meets and determines them collectively.”
- k. In another response email on May 12, 2021, a representative of Defendants further represented that there is “no time frame available” for the consumers’ requested refund. “If at any point in time you do not want to wait for your refund you can move your funds to a flexible reservation for future travel with a 10% credit of the funds transferred applied to future travel.”
- l. In October of 2020, Consumers M filed a complaint with the Bureau, after which the consumers eventually received a \$9,994.00 cash refund on November 30, 2021.
- m. Defendants did not issue a refund for the consumers’ TPP payment.

123. **Consumers N (Lebanon County):**

- a. In 2019, two Pennsylvania consumers age 60 years or older (“Consumers N”) purchased a Tour and TPP from Defendants.

- b. The Tour's purchased departure date was December 10, 2020.
- c. Consumers N paid \$6,880.00 to Defendants, consisting of \$6,182.00 for the Tour and \$698.00 for the TPP.
- d. On April 16, 2020, Defendants cancelled the consumers' Tour, and advised Consumers N that they could rescheduled the Tour for a later time.
- e. Consumers N, in response, requested a cash refund from Defendants.
- f. On June 30, 2020, Defendants sent Consumers N an email representing that Consumers N had been approved for a full cash refund.
- g. The June 30, 2020 email further represented that Defendants were "experiencing significant delays in processing a backlog of requests, including refunds," and offered as an "alternative to waiting for your refund" a future travel credit that the consumers could apply to any 2021 or 2022 Tour.
- h. Consumers N declined Defendants offer of future travel credits in lieu of a cash refund, and thereafter made several calls to Defendants to inquire on the status of their refund. However, in response to the consumers' numerous calls to Defendants, Defendants continued to represent that they could not provide a timeline for the refund.
- i. Accordingly, Consumers N filed a complaint with the Bureau in November of 2020.
- j. Thereafter, on or about May 21, 2021, Defendants issued a \$6,182.00 cash refund to Consumers N.
- k. Defendants did not issue a cash refund for the consumers' TPP payment.

124. **Consumers O (Bucks County):**

- a. On March 3, 2022, two Pennsylvania consumers age 60 years or older (“Consumers O”) booked a Tour with Defendants with a departure date of October 27, 2022.
- b. Consumers O paid \$9,310.00 to Defendants for the Tour.
- c. Thereafter, Defendants “postponed” the Tour to a departure date of April 13, 2023.
- d. In response to the “postponement,” Consumers O requested a cash refund for their Tour.
- e. Defendants initially represented to Consumers O in written messages that they were not eligible for a cash refund for their “postponed” Tour.
- f. However, Consumers O allege that during a phone call on October 14, 2022, Defendants verbally represented that Consumers O were eligible for a cash refund.
- g. On or about February 14, 2023, Consumers O filed a complaint with the Bureau because they still had not received any cash refund from Defendants for their cancelled Tour.
- h. Defendants did not respond to Consumer O’s complaint that the Bureau attempted to mediate.

125. **Consumer P (Chester County):**

- a. In April of 2021, a Pennsylvania consumer age 60 years or older (“Consumer P”) booked a Tour and TPP with Defendants with a departure date of September 11, 2022 for a total cost of \$8,421.00.

- b. On or about August 26, 2022, Consumer P cancelled their booked Tour due to documented health issues that precluded safely traveling on the Tour.
- c. Based on the timing of Consumer P's cancellation request, Defendants imposed a cancellation fee of 100% of the Tour purchase price.
- d. Consumer P then requested a cash refund from Defendants through their purchased TPP, as Consumer P cancelled the Tour due to serious health issues.
- e. After filing for a refund through her TPP, Consumer P was advised in November of 2022 that she should receive a refund from Defendants.
- f. Nevertheless, in March of 2023, Consumer P filed a complaint with the Bureau because the consumer had not yet received any refund from Vantage.
- g. Defendants did not respond to Consumer P's complaint that the Bureau attempted to mediate, nor did Defendants issue a cash refund to Consumer P in response to the Bureau complaint.

126. In addition to the above examples, at least three (3) Pennsylvania consumers have also obtained private judgments against Corporate Defendant relating to its failure to issue prompt cash refunds to consumers. *See* Cumberland County Civil Docket No. MJ-09304-CV-0000156-2022 (\$10,456.00 default judgment for plaintiff and against Corporate Defendant and Trip Mate); *see also* Lycoming Civil Docket No. MJ-29302-CV-0000020-2023 (\$10,192.25 default judgment for plaintiff and against Corporate Defendant); *see also* Warren County Docket No. MJ-37201-CV-0000005-2021 (\$9,150.25 default judgment for plaintiff and against Corporate Defendant).

127. The Commonwealth believes and therefore avers that there may be additional

consumers who have not submitted complaints to the Bureau and who have also been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, those alleged herein.

128. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of the Defendants, as herein complained of and as hereinafter set forth.

129. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

130. Further, the Commonwealth requests injunctive relief, restitution, civil penalties, costs, and other appropriate equitable relief as redress for Defendants' violations of the Consumer Protection Law.

CAUSES OF ACTION

COUNT I – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive "Postponement" and Refund Practices)

131. The preceding paragraphs are incorporated herein as though fully set forth below.

132. Section 201-3 of the Consumer Protection Law declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce as defined by sub-clauses (i) through (xxi) of clause (4) of section 2 of this act and regulations promulgated under section 3.1 of this act are hereby declared unlawful." 73 P.S. § 201-3.

133. At all times relevant and material hereto, Defendants have represented to consumers that, in the event Defendants cancel a Tour, they would promptly issue a cash refund to the consumers for all payments received by Defendants.

134. Nevertheless, in numerous instances, Defendants have failed to promptly issue full cash refunds to Pennsylvania consumers for their cancelled Tours, and instead have booked those consumers on new Tours without consultation and/or issued them a future travel credit for purposes of booking a new Tour by a designated expiration date.

135. In numerous instances, Defendants represented to Pennsylvania consumers that Defendants were not obligated to issue full cash refunds for purportedly “postponed” Tours because their Tour Participation Agreement purportedly authorized Defendants to postpone or modify a Tour for any reason.

136. Asserting their purported authority to “postpone” Tours, in numerous instances, Defendants represented to Pennsylvania consumers that they were only required to issue future travel credits that could be used for a future Tour, or transferred to a family member or friend.

137. Moreover, in numerous instances where Pennsylvania consumers initiated their own cancellation/cash-refund requests, Defendants further imposed a cancellation fee schedule on the requested refund of up to 100% of the Tour’s purchase price per person.

138. By imposing a cancellation fee schedule on consumer-initiated refund requests for their purportedly “postponed” Tours, in numerous instances, Defendants only issued Pennsylvania consumers a partial cash refund that was less the per person cancellation fee. Defendants also did not refund the cost of any purchased TPP.

139. In numerous instances where Defendants deemed a Pennsylvania consumer as subject to a per-person cancellation fee schedule of one-hundred percent (100%) of the Tour’s purchase price, or some other higher percentage, Defendants’ “postponement” practice forced or effectively forced such consumers to either re-book a new Tour or, alternatively, to transfer their future travel credits to a family member or friend.

140. Defendants' aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
- b. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

141. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

142. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim sixty (60) years of age or older;
- E. Directing the Defendants to disgorge all profits they have derived as a result of the unfair and deceptive acts and practices as alleged herein;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

COUNT II – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive TPP Representations and Practices)

143. The preceding paragraphs are incorporated herein as though fully set forth below.

144. At all times relevant and material hereto, and especially following the emergence of COVID-19 in early 2020, Defendants have represented to consumers that their TPP comes with

a “Cancel for Any Reason Waiver” that offers comprehensive 100% protection from the unexpected and allows the consumer to cancel their Tour for any reason and still retain the full value of their travel purchase.

145. However, in numerous instances, Defendants have denied full cash refunds to Pennsylvania consumers who filed TPP claims in response to Defendants’ purported “postponement” of their Tour.

146. In numerous instances where Defendants purported to “postpone” a Tour, but the Pennsylvania consumer did not want to travel on a later date, Defendants have refused to waive the consumer’s cancellation fees and issue the consumer a full cash refund on the ground that the rescheduling of a Tour is not a specified basis for receiving a full cash refund under their “Cancel for Any Reason Waiver.”

147. In numerous instances where Pennsylvania consumers requested to cancel their Tours due to COVID-19 safety or health concerns after Defendants failed to declare their Tour “cancelled,” Defendants have refused to waive the consumer’s cancellation fees and issue the consumer a full cash refund under Defendants’ “Cancel for Any Reason Waiver.”

148. In numerous instances, Defendants have also refused to issue full cash refunds to Pennsylvania consumers when their Tours were “postponed” and they thereafter suffered medical complications or illnesses that precluded safely traveling on the “postponed” departure date.

149. Defendants’ aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have

or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

- b. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(vii);
- c. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

150. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

151. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim sixty (60) years of age or older;
- E. Directing the Defendants to disgorge all profits they have derived as a result of the unfair and deceptive acts and practices as alleged herein;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

COUNT III – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive "Risk Free" Representations)

152. The preceding paragraphs are incorporated herein as though fully set forth below.

153. Since March of 2020, Defendants have repeatedly assured their consumer base, many of whom are age 60 years or older, that purchasing a Tour, or re-booking a cancelled Tour, would be a “risk free” purchase.

154. Defendants promoted their “Book with Confidence: Risk-Free Cancellations” Program for most of 2020 and 2021, as well as part of 2022.

155. At least one of Defendants’ “risk free” cancellation promotions in 2022 extended to Tours purchased or re-booked in 2022 and departing in calendar year 2023.

156. Defendants’ purportedly “risk free” cancellation program did not actually eliminate the risks in booking a Tour with Defendants, as the promotion only allowed for reimbursement in the form of future travel credits.

157. Thus, in numerous instances, Pennsylvania consumers have purchased or re-booked purportedly “risk free” Tours with Defendants, but later became stuck with future travel credits and/or a severely-delayed partial cash refund in the event the consumer cancelled their Tour or Defendants purportedly “postponed” the Tour.

158. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

- b. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(vii);
- c. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

159. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

160. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim sixty (60) years of age or older;
- E. Directing the Defendants to disgorge all profits they have derived as a result of the unfair and deceptive acts and practices as alleged herein;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

COUNT IV – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants’ Severely-Delayed Cash Refund Practices)

161. The preceding paragraphs are incorporated herein as though fully set forth below.

162. In numerous instances, Defendants agreed to issue a cash refund to Pennsylvania consumers, but did not issue a refund to said consumers for months or a year or more.

163. In numerous instances, Defendants agreed to issue a cash refund to Pennsylvania consumers, but still have not issued promised refunds to Pennsylvania consumers after months or a year or more of waiting.

164. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
- b. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
- c. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
- d. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
- e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

165. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

166. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim sixty (60) years of age or older;
- E. Directing the Defendants to disgorge all profits they have derived as a result of the unfair and deceptive acts and practices as alleged herein;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT V – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants’ Unfair and Deceptive Advertisement and Sale of Tours They Could Not Fulfill)

167. The preceding paragraphs are incorporated herein as though fully set forth below.

168. In numerous instances, Defendants violated the Consumer Protection Law by taking or accepting payments from Pennsylvania consumers for upcoming travel after Defendants announced the suspension of operations and knew or should have known the travel reservations would be cancelled or purportedly “postponed.”

169. In numerous instances, Defendants violated the Consumer Protection Law by accepting new reservations from Pennsylvania consumers for Tours after the Defendants announced the suspension of operations and knew or should have known the travel reservations would be cancelled or purportedly “postponed.”

170. In numerous instances since Defendants’ resumption in operations, Defendants violated the Consumer Protection Law by taking or accepting payments from Pennsylvania consumers for upcoming travel even though Defendants knew or should have known the travel reservations would be cancelled or purportedly “postponed.”

171. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or

that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

- b. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

172. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

173. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

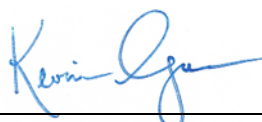
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim sixty (60) years of age or older;
- E. Directing the Defendants to disgorge all profits they have derived as a result of the unfair and deceptive acts and practices as alleged herein;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 06/08/2023

By: 
Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
Phone: 412-235-9078
Email: kgreen@attorneygeneral.gov

Attorney for the Commonwealth

Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
Fax: 412-880-0196

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Plaintiff,

v.

VANTAGE TRAVEL SERVICES, INC. d/b/a
VANTAGE DELUXE WORLD TRAVEL,

and

HENRY ROLAND LEWIS, Individually and as
Principal of Vantage Travel Services, Inc.

Defendants.

CIVIL DIVISION

Code 020 - Equity

No. _____

COMPLAINT

VERIFICATION

I, Megan Herr, hereby state that I am a Consumer Protection Agent for the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and I am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing *Complaint* are true and correct to the best of my knowledge or information and belief.

I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: 6/8/2023

By:



Megan Herr

Consumer Protection Agent

EXHIBIT A-1



Tour Participation Agreement

29

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter "Vantage"). By reserving a trip, you agree to be bound by the terms of this Agreement.

The prices of your land tour or cruise/small ship tour (the "Original Price") and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. At the time you reserve your tour, prices may be higher. For current prices, please see our website at www.vantagetravel.com. The price you pay is in U.S. dollars and is based on double occupancy, unless otherwise noted.

FOR YOUR BENEFIT, WE STRONGLY RECOMMEND THAT YOU PURCHASE TRAVEL PROTECTION. PLEASE SEE A BRIEF DESCRIPTION OF THE VANTAGE TRAVEL PROTECTION PLAN COVERAGE ON PAGE 4 OF THIS AGREEMENT. FOR DETAILS ON CONDITIONS AND LIMITATIONS, VISIT OUR WEBSITE AT WWW.VANTAGETRAVEL.COM/TTP OR ASK OUR RESERVATIONS SPECIALISTS OR CUSTOMER SERVICE REPRESENTATIVES WHEN YOU CALL.

Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for the tour shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees.

For all tours, payment of your initial deposit does not guarantee the price of your trip. Participation in our SmartPaySM Discount Plan can save you up to 10% on your Vantage trip AND will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes 100% guaranteed protection against ALL additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full under the terms of Vantage's SmartPay Discount Plan.

If you do not participate in our SmartPay Discount Plan, all prices are subject to change and may increase. Vantage also reserves the right to raise the Original Price and/or All-Inclusive Airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Please review and verify your booking invoice thoroughly and immediately, and contact your travel agent or Vantage if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Vantage cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Vantage reserves the right to re-invoice you with correct pricing.

Vantage will make every effort to accommodate requests for reservations made after the final payment due date — but in this case you will be required to pay the full amount of your trip at the time of booking. Vantage's Priority bookings for tours departing between 90 and 21 days of reserving must be paid in full by electronic check at the time of booking. Priority bookings will not earn Vantage past traveler reward credits. Priority bookings cannot be combined with other credits, such as referral rewards, good will credits, past traveler credits, or other incentives. Past Traveler credits are not combinable with any offer.

Every effort has been made to produce pricing information accurately. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time.

Making Final Payments

Final payments are due 90-120 days prior to departure, depending upon the program. See the Deposit, Final Payment, and Cancellation Fees Schedule included in this Agreement for payment due dates. (It is better to refer to your invoice for the specific program's final payment due date.) Please make checks payable to **Vantage Deluxe World Travel or Vantage Adventures**.

If final payment is not received by the due date, your reservation will be canceled and your full deposit, including Travel Protection payments and any air deposits for

air ticket issued (including applicable fees), will be retained by Vantage. Vantage is not responsible for canceled land, cruise, or air reservations in the event payment is not received by the final payment date. Payment in full is required at time of booking for reservations made within the final payment date for your trip.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all government taxes and surcharges. The remaining price of each trip (the Original Price) includes all applicable land, ground, and cruise/ship components. The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineral waters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the itineraries. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

Making Changes

Vantage understands if you need to change your plans. Most programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the date of departure. Any changes more than 30 days from booking date are subject to a **\$100 per-person nonrefundable-processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

Passports and Visas

A valid passport is required for each person traveling on our international programs. Some countries require validity for six months after your return and/or that the passport contain certain blank pages. Travelers are responsible for obtaining any required visas. **If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry requirements pertaining to your trip, as Vantage is not responsible for providing you with this information or documentation.** Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport or you could be denied boarding. Vantage assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Travelers are responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries.

Air Arrangements

In order to provide you with the lowest possible fares, Vantage takes advantage of special contracted fares. These fares can be quite restrictive and carry cancellation charges imposed by the airlines ranging up to 100% of the cost. Therefore, you will be responsible for any charges resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage offers you your choice of airline and routing. But all air routings are subject to availability and cannot be guaranteed. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, by Vantage.

FlightChoice: You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. We further recommend that you not purchase air tickets with high penalty charges for changes. Should you make your own flight arrangements and miss your international flight for any reason, Vantage can assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

Air Delays/Cancellations: All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason, including weather. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Vantage is not responsible for any additional expenses you may incur

Deposit • Final Payment Date • Cancellation Fees

In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.

All cancellation schedules show number of days prior to departure.

Deposit:	\$500 per person
Final Payment Date:	90 days prior to departure
Cancellation Fee:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	\$500 per person
90-61 days prior to departure:	40% of selling price per person
60-31 days prior to departure:	65% of selling price per person
30-0 days prior to departure:	100% of selling price per person*
(including no-shows)	

Around the World Journeys fees below

Deposit, Final Payment, and Cancellation Fee Information	
Initial Deposit (due at time of booking):	\$5,000 per person
2nd Deposit (due 180 days prior to departure):	\$7,000 per person
Final Payment Due:	120 days prior to departure
Cancellation Fees:	
241+ days prior to departure:	\$3,000 per person
240-181 days prior to departure:	\$10,000 per person
180-121 days prior to departure:	\$15,000 per person
120-1 days prior to departure:	100% of the selling price per person
(including no-shows)	based on full program price

prior to joining your trip. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage can assist with hotel reservations as availability permits. However, overnights are at your expense unless otherwise specified in writing.

Cancellations and Refunds

Vantage realizes that most people who cancel their reservations do so out of necessity. Nevertheless, cancellations are costly to administer and involve dedicated staff time and communications costs. Therefore, all cancellations made later than 24 hours after booking are subject to a nonrefundable administrative fee of **\$300 per person**. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions**. This fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**

Cancellations must be in writing to be effective and include the reason for cancellation. If you need to cancel your reservation, **you must call and speak to a Customer Service Representative.**

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the single supplement charge. This may be a covered reason under certain travel protection coverage. Please refer to your specific plan for details. (Note that all refunds are processed within 30 days.)

Single Travelers

Vantage offers attractive Single Supplements on most tours. In addition, single cabins are available on most European river cruises and some small ship tours. Please ask your Vantage Travel Specialist for details.

Pay no Single Supplement on "Guaranteed Share" Dates (not applicable to optional extensions). When you request a roommate, you will pay just the per person, double-occupancy rate on select dates and select categories — whether we find you a roommate or not. Most Vantage escorted land tours, small ship tours, and European river cruise tours offer guaranteed share dates.

Roommate Matching Service. If you reserve a trip with Vantage for which roommate-sharing is available, and if you would like to share a twin-bedded room with another single traveler of the same gender, Vantage will do its best to match you with a roommate and will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount paid will be refunded after your trip.

Medical Issues: Tour Selection

So that you may enjoy your Vantage tour to its fullest, we recommend that you select a trip that is suitable to your physical capabilities. Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot and involve stairs and inclines. Embarking and disembarking riverboats and small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to "reasonably accommodate" disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply outside of the United States. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete a Passenger Information Form that includes space to identify any such conditions and the professional assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as a river cruise or small ship operator or a local ground handler. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Neither the Tour Directors nor the crew of any riverboat or small ship nor Adventure will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator or a ground handler, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter- accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise, small ship journey or adventure includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

Medical Information, care, and liability: All health, medical, or other personal services provided in connection with your trip are provided by independent contractors and are provided solely for the convenience and benefit of passengers who may be charged for such services. You accept and use medicine, medical treatment, and other personal services available on the vessel or elsewhere at your sole risk and expense without liability or responsibility of Vantage whatsoever. Doctors, nurses or other medical or service personnel work directly for the passenger and shall not be considered to be acting under the control or supervision of Vantage, since Vantage is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel aboard a tour are independent contractors who work directly for the passenger.

Acceptance And Retention Of Passengers

Vantage reserves the right to decline to accept or retain any person as a member of any tour and reserves the right to remove a passenger from a tour if in its discretion that person constitutes a safety risk to himself or herself or to others, or is disruptive of the tour as a whole or to cancel or alter the tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Vantage further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Vantage representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Vantage shall have no liability, financial or otherwise. While we advertise small group travel of 18 to 28 travelers, we reserve the right to occasionally exceed that amount.

Photographic Release: Vantage reserves the right to take photographic or film records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or film records for promotional and/or commercial purposes without the payment of any consideration thereof. By traveling with Vantage, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify your Cruise or Tour Director at the start of your tour.

Responsibility. Except for the vessels M/S River Venture, M/S River Splendor, M/S River Discovery II, M/S River Navigator and M/S River Voyager, Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures its and their owners, directors, officers, employees and affiliates, (hereinafter "Vantage") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Vantage is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Vantage is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels, vessels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Vantage. In addition, I release Vantage from its own negligence and assume all risk thereof. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary.

Vantage shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

ALTERATIONS & MODIFICATIONS: We reserve the right to modify tour itineraries and substitute hotels and accommodations if Vantage believes it is necessary to do so or will enhance the safety, comfort or enjoyment of the trip. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, governmental intervention, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right shall include the use of hotels and motor coaches where necessary.

Additionally, Vantage may, for any reason, without prior notice, cancel a cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the cruise or substitute a vessel or other transportation or lodging. Vantage is not responsible for any losses you may incur as a result of such cancellations or deviations. Vantage, at its option, may substitute accommodations of an equal or superior class or provide a full refund of the fare actually paid by you for such cruise, or substitute accommodations of a lower class and provide a refund of the difference, if any, between the booked class and the substitute class for such cruise, but Vantage shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with Vantage's typical business practices.

All travel agents are solely your agents and not those of Vantage or the owners of the vessels for purposes of the Passenger Ticket Contract and all other documents concerning the river and any related arrangements made by the travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature. Neither Vantage nor the owner of the river or ocean cruise vessel shall be responsible for any representation or conduct of your travel agent, including but not limited to any incorrect booking by such travel agent or failure to remit your deposit or other funds to Vantage.

If the tour is canceled by Vantage for any reason, Vantage shall have no liability beyond the prompt refund of all tour participants' payments received by it. Vantage will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Vantage will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage cancels any optional extension for which you are booked, cancellation fees as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

Safety and security. You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United State Department of State and the Centers for Disease Control and Prevention provide up-to-date information concerning important issues for virtually all foreign destinations. We urge all clients to review both the State Department bulletins found at (www.travel.state.gov) and the Centers for Disease Control and Prevention (www.cdc.gov).

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

SPECIAL PROVISIONS FOR ON SHIP CLAIMS: See your Passenger Ticket Contract for how, when and where to make claims based on events occurring on the ship (from embarkation on the tender or entrance upon the gangway until exit from the gangway or departure from the tender) ("shipboard claims"). This Tour Participation Agreement is applicable to all other claims, but is not applicable to shipboard claims.

Vantage Travel Protection Plan

For your benefit, we strongly recommend that you purchase travel protection. Please see a brief description of the Vantage Travel Protection Plan rates and coverage information. For details on conditions and limitations, visit our website at www.vantagetravel.com/travel-protection or ask our reservations specialists or customer service representatives when you call.

You may wish to protect your investment with the purchase of our optional Full-Value Travel Protection Plan — one of the most comprehensive benefit plans available anywhere. Please see the rates and a brief description of the plan offered below. The cost of optional Travel Protection is not refundable.

Protect the Full Value of Your Investment

You can feel confident that with the Vantage Travel Protection Plan, the full value of your investment is protected. Now that's peace of mind!

If you must cancel your Vantage trip prior to departure

If you purchase Vantage's Full-Value Travel Protection Plan and must cancel your trip before your scheduled departure date for 1) a covered reason under the Trip Cancellation Benefit, you will be reimbursed for the unused non-refundable prepaid expenses for travel arrangements; or 2) for any reason under the Cancel for Any Reason Waiver, you will receive a Vantage Travel Certificate for the cancellation fee amount (the balance of the refund, if applicable, will be made either by check or credit card credit). Cancel for any reason and your trip is covered by cash or travel credits.

Please note that the Vantage Travel Pre-Departure Cancellation Waiver does not cover fees associated with air or other travel arrangements not directly provided by Vantage. Vantage Travel Certificates are nontransferable and nonrefundable, are valid for travel up to one year from the date of issuance, but not to exceed 15 months after the date of trip cancellation, and may not be redeemed for cash. Travel Certificates may not be used to purchase the Vantage Travel Protection Plan. Travel Certificates retain the original date of issue when applied to a new trip and you have to cancel. The SmartPay Discount Plan is not available on any portion of a trip paid for with Vantage Travel Certificates. For more details, please ask your Vantage travel consultant or visit online at www.vantagetravel.com/vantagevalue/waystosave/TravelProtection.aspx. With the Vantage Full Value Travel Protection Plan, you're covered for any reason should the unexpected happen!

During your tour: If something unexpected happens on tour — there is coverage for that, too! You're covered for most medical expenses even overseas, where Medicare does not cover you.

Conditions & Limitations: All Travel Protection Plan fees are nonrefundable. Travel Protection Plan payment rates are subject to change. Certain exclusions and limitations apply to the Travel Arrangement Protection and Travel Insurance Benefits, all of which are detailed in the Travel Protection Plan. The Plan will be sent to you after you make your reservation and will be available to you upon request at any time prior to your purchase. For example, coverage does not apply to: any sickness or condition of the traveler, a traveling companion, family member, or business partner that existed during the 60 days prior to the effective date (this exclusion is waived if payment for this plan is received within 14 days of the initial deposit/payment for your trip), suicide, normal pregnancy, war or any act of war, or mental or nervous disorders unless hospitalized. Covered reasons, as defined, include the following events or their consequences: cancellation or interruption of your trip due to inclement weather; unannounced strike; mechanical breakdown that causes complete cessation of services of your common carrier for at least 12 consecutive hours; a documented traffic accident while en route to departure; being hijacked or quarantined; jury duty; destruction of your home or destination by fire, flood, burglary, or natural disaster; being called to the emergency service of government to provide aid or relief in the event of a natural disaster; a documented theft of passports or visas; a transfer of employment of 250 miles or more; or revocation of military leave due to war.

This is only a brief description of the plan. For complete details, you should review the Travel Protection Plan at www.tripmate.com and enter plan number F427V. Please Note: This section does not constitute or form any part of the Travel Protection Plan.

The Travel Insurance Benefits of this plan (and for New York residents only, the Travel Arrangement Protection Benefits) are underwritten by United States Fire Insurance Company, 5 Christopher Way, Eatontown, NJ 07724. All inquiries and claims should be reported to the Plan Administrator: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 1-800-888-7292.

Vantage Travel Protection Plan

Benefit Maximum Benefit Amount

Pre-Departure Cancellation Waiver
Cancel for Any Reason Waiver Up to Trip Cost

Travel Insurance Benefits
Trip Cancellation Trip Cost
Trip Interruption Trip Cost
Medical Expense/Emergency Assistance
Emergency Evacuation & Repatriation \$500,000
Accident and Sickness Medical Expense \$100,000
Accidental Death & Dismemberment \$50,000
Baggage and Personal Effects \$3,000
Baggage Delay (up to \$250 per day) \$1,000
Missed Connection \$1,600
Travel Delay (up to \$320 per day) \$1,600

One Call 24-hour Assistance Services **Included**

***The Travel Arrangement Benefits are provided by Vantage Deluxe World Travel in all states except New York. For New York residents, the Travel Arrangement Benefits are underwritten by United States Fire Insurance Company.*

Access your medical records online — With our exclusive Free Global XPI Service, you can ensure that your important medical records are available to you or any physician chosen by you, at any time, anywhere in the world, quickly, wherever there is Internet access available. Register at www.globalexpi.com or call, toll-free: 1-800-379-9887. Use program code F427V.

Cost of Travel Protection Plan

Please visit www.vantagetravel.com/travelprotection for current pricing.



For Reservations & Information: Call Toll-Free 1 800 322-6677 or reserve online at www.vantagetravel.com/myportfolio

EXHIBIT A-2



Attachment D

Tour Participation Agreement

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter "Vantage"). By reserving a tour or other travel with Vantage (a "trip"), you agree to be bound by the terms of this Agreement.

The prices of your trip and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. Prices shown in the catalogs are subject to change at any time, with or without notice. For current prices, please see our website at www.vantagetravel.com. Prices are in U.S. dollars and are based on double occupancy, unless otherwise noted.

Vantage offers certain travel protection plans, as further outlined in this Agreement. Additional details, terms, conditions and limitations apply to travel protection plans, available online here: www.vantagetravel.com/tpp.

Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for a trip shall be deemed an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees.

For all tours, payment of your initial deposit does not guarantee the price of your tour and such price is subject to change. Participation in our SmartPaySM Discount Plan will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes protection against the following: additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full. Additional details, terms, conditions and limitations apply to travel protection plans, available at <http://www.vantagetravel.com/tpp>. Vantage also reserves the right to raise the Original Price and/or All-Inclusive Airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Please review and verify your booking invoice thoroughly and immediately and contact your travel agent or Vantage if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Vantage cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Vantage reserves the right to re-invoice you with correct pricing.

Vantage will endeavor to accommodate requests for reservations made after the final payment due date, however, in such instances, the full amount of your trip shall be due at the time of booking. Vantage Priority bookings for tours departing within 210 to 90 days of the reservation must be paid in full by electronic check at the time of booking. Vantage Priority bookings for tours departing within 21 days of the reservation must be paid in full by credit card. Priority bookings will not earn Vantage past traveler reward credits. Priority bookings cannot be combined with other credits, such as referral rewards, good will credits, or any other incentives. Past Traveler credits may not be combined with any offer.

Vantage always endeavors to produce accurate promotion and pricing information. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time.

Making Final Payments

Final Payments are due at 120 days prior to departure, depending upon the program*. Please refer to the Deposit, Final Payment, and Cancellation Fees Schedule included in this Agreement for payment due dates. Please make checks payable to **Vantage Deluxe World Travel**.

IMPORTANT: Deposits are non-refundable. If final payment is not received by the due date, your trip reservation will be canceled and your full deposit, including Travel Protection payments and all air deposits for air ticket(s) issued (including applicable fees), will be retained by Vantage. Vantage is not responsible for canceled land, cruise, or air reservations in the event payment is not received by the final payment date.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all government taxes and surcharges. The remaining price of each trip includes all applicable land, ground, and cruise/ship components (the "Original Price"). The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineral

waters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the itineraries. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

Making Changes

Vantage understands if you need to change your plans. All programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the final payment date. Any changes more than 30 days from the booking date are subject to a **\$100 per-person nonrefundable-processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

Passports and Visas

It is your responsibility to ensure that you have all necessary travel documents. Vantage is not responsible for providing you with information about government-imposed travel restrictions, terms, conditions, or any other similar requirements. Note that a valid passport is required for each person traveling on our international programs. Some countries may have additional requirements. Travelers are responsible for determining whether any travel and/or passport restrictions may apply, including, without limitation, obtaining any required visas. Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport. Vantage assumes no responsibility of any kind for any cancellations, delays or inability to travel resulting from your failure to possess necessary travel document, your failure to meet travel requirements, tickets or other travel documents that contain inaccurate information, or any other government-imposed travel conditions, restrictions, actions, or limitations. Travelers are also solely responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries or fees incurred to change or correct the traveler's name.

Air Arrangements

Airfares reserved through Vantage may not allow changes or cancellation, and may charge fees for changes and cancellations, as applicable. Note that you will be responsible for any charges resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage offers you your choice of airline and routing, however, all air routings are subject to availability and cannot be guaranteed. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, by Vantage. Additional fees may apply.

FlightChoice: You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. Should you make your own flight arrangements and miss your international flight for any reason, Vantage, at its discretion, may assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

Air Delays/Cancellations: All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Vantage is not responsible for any additional expenses you may incur. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage, in its discretion, may assist with hotel reservations as availability permits. However, overnight reservations and fees are at your expense and responsibility unless otherwise specified in writing.

Triple and Quad Accommodations

Third-occupancy and quad-occupancy rates are not combinable with any other offers, including airfare offers. The third and fourth passengers who reserve a triple or quad accommodation do not earn accumulating traveler rewards, nor do group leaders of such arrangements earn rewards for the third or fourth traveler in the accommodation. Third and quad guest options may include double beds or rollaway beds, though all such accommodations will be filled based on availability and other factors.

*Deposit • Final Payment Date • Cancellation Fees

In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.

All cancellation schedules show number of days prior to departure.

Deposit:	\$500 per person*
Final Payment Date:	120 days prior to departure
Cancellation Fee:	
121+ days prior to departure:	\$300 per person*
120-91 days prior to departure:	40% of selling price per person**
90-61 days prior to departure:	65% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

*\$1,000 Deposit for River Combo departures
*\$500 for River Combo departures
**10% for Land Programs

Ocean Explorer Inaugural Season

All cancellation schedules show number of days prior to departure.

Deposit:	\$500 per person*
Final Payment Date:	120 days prior to departure*
Cancellation Fee:	
121+ days prior to departure:	\$500 per person**
120-91 days prior to departure:	40% of selling price per person
90-61 days prior to departure:	65% of selling price per person
60-0 days prior to departure: (including no-shows)	100% of selling price per person

*\$1,000 deposit for Double Segments & \$1,500 Multi Segment Cruises (Excl. EXX & EX8)
*180 Days Prior for to departure for Double & Multi Segment Cruises (Excl. World Cruise)
**For Double & Multi Segment Cruises 10% at 150+ days and 20% between 149-121 days (Excl. EXX & EX8)

Ocean Explorer World Cruise Inaugural Season (EXX & EX8)

All cancellation schedules show number of days prior to departure.

Initial Deposit (due at time of booking):	10% per person
2nd Deposit (365 days prior to departure)	10% per person
Final Payment Due:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$2,500 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of the selling price per person
61-90 days prior to departure:	80% of the selling price per person
60-0 days prior to departure: (including no-shows)	100% of the selling price per person

Waitlist Reservations

Waitlist reservations are not guaranteed, are subject to availability and other factors, and may be cancelled by Vantage at any time. Requests for waitlist spaces will be honored in the order in which they are received. A standard deposit (minimum \$500 per person) is required for waitlist reservations. At the waitlisted customer's option, this deposit is fully refundable upon notice to Vantage up to thirty (30) days prior to the scheduled departure date. Refunds are not available for cancellations made less than thirty (30) days prior to the scheduled departure date. Where possible, Vantage will make reasonable efforts to notify those with waitlist reservations approximately thirty (30) or more days prior to departure of their final status for the waitlisted trip. Any applicable offers in effect at the time the wait-listing of the reservation will be applied to the cost of the trip where possible at the prevailing rate in effect when the traveler is cleared from the waitlist. All travelers who are cleared from the waitlist for a specific trip must proceed immediately with the final booking of their reservation, including without limitation paying in full for their trip once their requested space becomes available. Failure to promptly do so may result in a loss of the reservation.

Cancellations and Refunds

All cancellations made later than 24 hours after booking are subject to an administrative fee of \$300 per person (see deposit/cancel table)*. Cancellations made within 24 hours of

booking will be subject to the same fee, unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions. This administrative fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. Please see your specific trip for details. Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.

Cancellations must be in writing and include the reason for cancellation. Additionally, you must also call and speak to a Customer Service Representative for the cancellation to be effective.

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees, which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the Single Supplement. Please refer to your specific plan for details. (Note that all valid refunds are processed within 30 days.)

IF YOU HAVE PREVIOUSLY CHANGED THE DATE OF YOUR DEPARTURE, CANCELLATION FEES WILL BE ASSESSED ACCORDING TO YOUR ORIGINAL DEPARTURE DATE AND NOT TO THE CHANGED DEPARTURE DATE.

Single Travelers

Vantage offers free and low-cost Single Supplements on most tours. Please ask your Vantage Travel Specialist for details.

Roommate Matching Service. If you reserve a trip with Vantage for which roommate matching is available and would like to share a twin-bedded room with another single traveler of the same gender, Vantage will endeavor to match you with a roommate, and if a roommate is not found, will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount paid will be refunded after your trip.

Medical Issues: Tour Selection

It is your responsibility to select a trip that is suitable to your physical capabilities. Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot, and involve stairs and inclines. Embarking and disembarking ocean-going vessels, riverboats or other small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to "reasonably accommodate" disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply outside of the United States or to foreign-flagged vessels operating in United States territorial waters. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete a Passenger Information Form that includes space to identify any such conditions and the professional assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as an ocean-going vessel, river cruise or small ship operator or a local ground handler. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Neither the Tour Directors nor the crew of any riverboat or small ship nor Adventure will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator or a ground handler, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter- accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise, small ship journey or adventure includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

Third Party Services : Vantage shall have no responsibility or liability of any kind in connection with any third party services provided to you during your trip. This includes, without limitation, spa services, photographers, entertainers, lecturers, service personnel, health, medical, or other personal services provided in connection with your trip. Additionally, Vantage shall have no responsibility of liability of any kind for overbooking or downgrading of accommodations, structural or other defective conditions in hotels, vessels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause, and any and all other services of any kind provided by third parties other than Vantage in connection with your trip.

Acceptance And Retention Of Passengers

Vantage reserves the right to decline any traveler in its sole and absolute discretion. Vantage also reserves the right to determine whether a passenger is fit to travel and to deny travel if a traveler represents a risk to themselves or to the safety and wellbeing of others on the trip. Additionally, Vantage may remove any traveler who is not fit to travel, and/or has not received written confirmation from Vantage that reasonable accommodations for their accessibility requirements may be made for them, and who may be suffering from any contagious or infectious disease or whose presence, in the reasonable determination of Vantage, may be detrimental to the comfort or safety of other travelers or any other third party. Decisions made Vantage regarding health, accessibility and safety matters will be binding in all instances. In such cases, all related expenses, including those to return home, will be borne by the traveler and he/she shall not be entitled to any refund of the trip or any compensation whatsoever; and in such event, Vantage shall have no liability whatsoever.

While we endeavor to keep travel group sizes to 6 to 26 travelers, we make no representations or guarantees about travel group sizes.

Photographic Release: Vantage reserves the right to take photographs and videos of any of its trips and all passengers while on such trips. By traveling on a Vantage trip, you consent to such photography and filming, and agree to grant Vantage the right to the use such photographs and recordings, including your image and likeness, for any commercial purposes whatsoever worldwide and in perpetuity, in Vantage's sole and absolute discretion, including without limitation for marketing and promotional purposes, without any pre-publication or pre-approval rights, nor payment of fees or royalties to you of any kind.

Responsibility. Vantage is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with t or resulting from, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, or for any other cause beyond the direct control of Vantage. In addition, I release Vantage from its own negligence and assume all risk thereof. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary.

Vantage shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

ALTERATIONS & MODIFICATIONS: We reserve the right to modify tour itineraries and substitute hotels and accommodations in our discretion. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, governmental intervention, mechanical breakdown, or other reason,

we reserve the right to modify the itinerary, which right may include the use of hotels and motor coaches where necessary.

Additionally, Vantage may, for any reason, without prior notice, cancel a cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; take any and all necessary action to comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the cruise or substitute a vessel or other transportation or lodging. Vantage is not responsible for any losses you may incur as a result of such cancellations or deviations. Vantage, at its option, may substitute accommodations of an equal or superior class or provide a full refund of the fare actually paid by you for such cruise, or substitute accommodations of a lower class and provide a refund of the difference, if any, between the booked class and the substitute class for such cruise, but Vantage shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with Vantage's typical business practices.

All travel agents are solely your agents and not those of Vantage or the owners of the vessels for purposes of the [Passenger Ticket Contract](#) and all other documents made by any such travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature. Vantage and any third parties associated with Vantage shall not be responsible for any representation or conduct of your travel agent, including but not limited to any incorrect booking by such travel agent or failure to remit your deposit or other funds to Vantage.

If the tour is canceled by Vantage for any reason, Vantage shall have no liability beyond the prompt refund of all tour participants' payments received by it. Vantage will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Vantage will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage cancels any extension for which you are booked, cancellation fees as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

Safety and security. You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United State Department of State and the Centers for Disease Control and Prevention provide up-to-date information concerning important issues for virtually all foreign destinations. We urge all clients to review both the State Department bulletins found at (www.travel.state.gov) and the Centers for Disease Control and Prevention (www.cdc.gov).

BINDING ARBITRATION: You agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning your trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. The prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

SPECIAL PROVISIONS FOR ONBOARD SHIP CLAIMS: See your [Passenger Ticket Contract](#) for how, when and where to make claims based on events occurring onboard the ship (from embarkation on the tender or entrance upon the gangway until exit from the gangway or departure from the tender) ("shipboard claims"). This Tour Participation Agreement is applicable to all other claims but is not applicable to shipboard claims.

Vantage Travel Protection Plan

Please see the rates and a brief description of the plan offered below. Travel Protection fees are not refundable. Additional details, terms, conditions and limitations apply to travel protection plans, available online here: www.vantagetravel.com/tpp.

For complete details concerning the plan, you should review the Travel Protection Plan at www.tripmate.com and enter plan number F427V. Please Note: This section does not constitute or form any part of the Travel Protection Plan.

The Travel Insurance Benefits of this plan (and for New York residents only, the Travel Arrangement Protection Benefits) are underwritten by United States Fire Insurance Company, 5 Christopher Way, Eatontown, NJ 07724. All inquiries and claims should be reported to the Plan Administrator: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, MO 64114, 1-800-888-7292.

Vantage Travel Protection Plan

Benefit **Maximum Benefit Amount**

Pre-Departure Cancellation Waiver

Cancel for Any Reason Waiver. Up to Trip Cost

Travel Insurance Benefits

Trip Cancellation	Trip Cost
Interruption	Trip Cost
Expense/Emergency Assistance	
Emergency Evacuation & Repatriation	\$500,000
Accident and Sickness Medical Expense	\$100,000
Accidental Death & Dismemberment	\$50,000
Baggage and Personal Effects.	\$3,000
Baggage Delay (up to \$250 per day).	\$1,000
Missed Connection	\$1,600
Travel Delay (up to \$320 per day).	\$1,600

One Call 24-hour Assistance Services **Included**

***The Travel Arrangement Benefits are provided by Vantage Deluxe World Travel in all states except New York. For New York residents, the Travel Arrangement Benefits are underwritten by United States Fire Insurance Company.*

Cost of Travel Protection Plan

Please visit www.vantagetravel.com/travelprotection for current pricing.



For Reservations & Information: Call Toll-Free 1 800 322-6677
or reserve online at www.vantagetravel.com/myportfolio

EXHIBIT B



Home > Travel Health Advisory Update

TRAVEL HEALTH ADVISORY UPDATE

UPDATED: Thursday, August 18, 2022 3:52 p.m. EST

Despite our very best efforts, the *m/s Ocean Odyssey* will need more time to come into service. The vessel, which will be Vantage Deluxe World Travel's second expedition ship, is expected to begin sailing on October 16, 2022.

Passengers affected by this delay will be automatically moved to the next available itinerary. Please visit "[My Portfolio](#)" for the latest trip updates. We are all extremely disappointed in this delay but wish to welcome you aboard soon.

UPDATED: Wednesday, June 29, 2022 2:46 p.m. EST

Dear Travelers,

Vantage continues to closely monitor the current travel advisories from the Centers for Disease Control and Prevention, and adjust our travel requirements based on the most current information available. As of this time, we will continue to require that **ALL Vantage travelers be fully vaccinated against COVID 19, including a booster shot**, at least 14 days prior to travel. We have also updated our pre-boarding testing requirements as follows:

- **Ocean Explorer and Ocean Odyssey (all journeys):** Upon embarkation, all guests will be required to take a complimentary antigen test, provided by Vantage
- **River Splendor (European river journeys):** Pre-embarkation testing is no longer required; however, we will continue to make tests available should you present any symptoms, become a close contact of a positive case, or just request to be tested
- **Please note:** Negative COVID-19 tests are no longer required for return travel back into the U.S.
- The use of face masks is no longer mandatory for guests while on an *Ocean Explorer*, *Ocean Odyssey*, or *River Splendor* journey, or while on a Vantage land tour. Face masks will continue to be required for all our crew
- The testing and mask policy may vary for all other journeys. It is recommended that you check the online "Before You Go" section of your trip for additional information

Due to the quickly changing nature of this information, it is strongly advised that Vantage travelers review the most recent entry requirements for the countries you'll be visiting throughout your journey by visiting [CDC.gov/travel](https://www.cdc.gov/travel).

Kind regards,

David Rosen

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[Sign-up for Offers](#) 



UPDATED: Tuesday, January 18, 2022 5:37 p.m. EST

Dear Travelers,

As the world continues to welcome back travelers, it is more important than ever to monitor vaccine requirements for countries outside the U.S. Vantage currently requires that all guests, Vantage associates, and crew be fully vaccinated against COVID-19 at least 14 days prior to their journey departure date. **In addition, we are learning that many countries are now updating their vaccine requirements to include booster vaccines.** Due to the quickly changing nature of this information, it is strongly advised that Vantage travelers review the most recent entry requirements for the countries you'll be visiting throughout your journey by visiting [CDC.gov/travel](https://www.cdc.gov/travel)

Thank you for your ongoing understanding and loyalty.

Kind regards,

David Rosen
Vice President - Concierge Center Services

UPDATED: Wednesday, October 27, 2021 12:53 p.m. EST

Dear Travelers,

As we've learned during these unprecedented times, situations can arise that are out of our control. In order to provide guests with the best experience possible, we're postponing upcoming departures of some of our South America journeys due to the remaining closure of Brazil's border to foreign travelers.

We are contacting all impacted guests and presently underway with rescheduling the affected departures to a later date. If your journey was impacted, you can view your rescheduled departure easily by logging in to [My Portfolio](#), where you will have a trip alert.

Thank you again for your ongoing loyalty. We look forward to welcoming you aboard soon.

Kind regards,

David Rosen
Vice President - Concierge Center Services

UPDATED: Friday, September 17, 2021 10:35 a.m. EST

We're thrilled to be traveling once again – however due to constantly shifting global travel restrictions, **we are experiencing a higher volume of calls than usual**, resulting in longer wait times. We are moving as fast as we can and ask for your patience as we prioritize travelers departing within 30 days – and we ask that you **wait to contact us if your journey farther than 30 days out**. We are monitoring these changes in travel requirements closely and will inform you if your itinerary is affected. We encourage you to check for updates to your itinerary, view your invoice, and more by logging into your [My Portfolio](#) account. Thank you for your cooperation.

UPDATED: Friday, July 23, 2021 3:43 p.m. EST

Dear Travelers,

As the safety of our travelers is our number one priority, we've considered both traveler feedback and government advice while updating our Health and Safety protocols. We are currently preparing for our exciting

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high launch at the end of August: [Portugal & Spain: Treasures](#)



[Along the Golden Douro; Croatia & Culinary Gems of the Adriatic Coast](#); and our inaugural Ocean Explorer cruise, [The Beauty of the British Isles](#)

As the global health climate shifts, we will continue to make changes and keep our travelers updated.

Vaccination & testing requirements for ALL 2021 Vantage journeys including small ship cruises, river cruises, and land adventures

- **All travelers must be fully vaccinated against COVID-19 at least 14 days prior to departure.** Bring your Covid-19 Vaccination Record Card, which should display your name, vaccine type, and the dates each dose was administered. We also recommend keeping a picture of it on your phone if it is lost or damaged. Travelers who arrive at their destination without proof of vaccination **will be required to return home at their own expense**
- **All crew members, Cruise Directors, Program Managers, and tour leaders will be fully vaccinated,** ensuring traveler safety while interacting with Vantage staff both on board and onshore.
- **Travelers will be required to fill out a pre-trip health screening prior to departure.** Print or download [this form](#), complete it, and bring it with you on your journey.
- **Travelers who have tested positive for COVID 19 30 days prior to departure, or who have been exposed to COVID-19 14 days prior to departure, will not be permitted to travel with Vantage.** Travelers who've tested positive or who've been exposed to COVID-19 who are booked an upcoming journey should call Vantage to discuss their options.

Specific entry requirements for your chosen destination

To ensure that you have a smooth travel experience, you will need to **know the requirements** for both your specific airline carrier and the country you'll arrive in **prior to your departure**. We've listed some considerations below to help you plan.

- **Entry into most countries will require you to show proof of a negative PCR COVID-19 test.** For country-specific information about entry requirements and COVID 19 status, visit the [U S Department's COVID 19 Country Specific Information](#) page.
- **Vantage will facilitate onsite PCR tests for border crossings and re-entry into the United States.** Travelers will be responsible for the cost of testing.
- **We highly recommend that you contact your air carrier** prior to departure to confirm what their requirements are for take off and landing

Our Customer Service Concierge is currently experiencing a high volume of calls, resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you email customercare@vantagetravel.com. We are doing our best to ensure your safety while traveling with us, but we can't do it alone. Let's work together to create a safer travel experience for everyone

Thank you for entrusting Vantage with your travel dreams. We appreciate your ongoing understanding in this challenging time

Happy Travels,

Henry R. Lewis
 Founder & Chairman
 Vantage Deluxe World Travel

UPDATED: Monday, March 8, 2021 4:20 p.m. EST

Dear Travelers,

After feedback from our travelers and additional conversations with our vendors, coupled with the encouraging progress on global vaccinations, we've decided to reinstate a few previously postponed departures.

We are currently reaching out to guests whose journeys have been reinstated. You can always log in to [My Vantage](#). However, we ask that you **please do not call Vantage at this time**. Our

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Customer Service Concierge continues to experience a high volume of calls, resulting in unusually long wait times

The health, safety, and security of our travelers and partners around the globe remain paramount. Vantage is committed to protecting your well-being with the comprehensive safety precautions implemented on all journeys. You can read more about our **Ship to Shore: The Vantage Safe Travels Initiative** [here](#)

Thank you for entrusting Vantage with your travel dreams.

Sincerely,

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel

UPDATED: Thursday, February 25, 2021 2:58 p.m. EST

Dear Traveler,

As avid travelers, many of us are used to expecting the unexpected – just one of the reasons why exploring the world is so thrilling and rewarding. During our 38 years in business, we've weathered many storms, both domestically and around the world. Even so, 2021 has thrown some curveballs our way and we recognize the need to again postpone our journeys through August 25th.

Why? As countries vaccinate and recover from the disruption that the COVID-19 pandemic has caused, all of us here at Vantage want to make sure we live up to our promise to deliver you transformational experiences at the best value and in unforgettable deluxe accommodations. But that takes time. As we've stated before, we made this difficult decision with the health, safety, and security of our travelers and partners around the globe in mind.

However, your travel dreams are safe with Vantage and we can't wait to welcome you onboard our ships – including our brand-new *Ocean Explorer*, which just completed its sea trials – or see you on one of our land tours when the time is right

We are currently in the process of reaching out to impacted travelers. However, we ask that you ***please do not call Vantage at this time.***

Our Customer Service Concierge continues to experience a high volume of calls, resulting in unusually long wait times, and we are prioritizing impacted guests. If your departure is outside of the next 60 days, we ask that you email customercare@vantagetravel.com or check [My Portfolio](#) for travel alerts or to make a payment

Thank you for entrusting Vantage with your travel dreams. We appreciate your ongoing understanding in this challenging time.

Sincerely,

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel

UPDATED: Friday, February 5, 2021 2:12 p.m. EST

Dear Traveler,

With the exception of *America's Magnificent National Parks* and *Trans Canada Rail Adventure & the Rockies*, we've made the difficult decision to postpone all journeys through June 1, along with some additional departures beyond June 2021.

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As always, we made this decision with the health, safety, and security of our travelers and partners around the globe in mind

We are currently notifying impacted travelers. Please note that our Customer Service Concierge continues to experience a high volume of calls, resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you email customercare@vantagetravel.com or check [My Portfolio](#) for travel alerts or to make a payment..

Thank you for your ongoing understanding and loyalty

Sincerely,

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel

UPDATED: Friday, January 15, 2021 1:00 p.m. EST

An update from Vantage Founder & Chairman Henry R. Lewis

Dear Traveler,

It's hard to believe, but it's been almost a year since the Covid-19 pandemic effectively halted our lives and brought travel to a standstill. With vaccinations now underway, there's much to be optimistic about — however, the travel industry is still feeling ripple effects from Covid-19.

Here at Vantage, we wanted you to know that the health, safety, and security of our travelers and partners around the globe continue to be our first priority. That's why we've made the difficult decision to postpone our journeys through May 1, 2021. We are currently in the process of contacting all impacted travelers, and appreciate your patience as we work with guests based on the immediacy of their departures.

Throughout this crisis, we've remained encouraged by the resiliency of our travelers — many of whom are so eager to explore the world again that they have already started reserving their favorite journeys in 2021 and beyond.

Please make no mistake — the travel industry will bounce back, as it has numerous times before. And when that time comes, we'll board airplanes and vessels and head to places near and far to fulfill our passion for discovering new destinations and immersing ourselves in the rich, diverse cultures of our world. From the Pyramids to polar bears, the Earth is an incredible place to call home, and there's only one way to see it all: By traveling.

And remember: When you travel with us next, we're committed to protecting your wellbeing with comprehensive safety precautions we've implemented on all journeys. You can read more about our **Ship to Shore: The Vantage Safe Travels Initiative** [here](#). Also, we've just extended our **Book with Confidence** policy to cover all journeys reserved through February 24, 2021.

Right now, our Customer Service Concierge is experiencing a high volume of calls, resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you email customercare@vantagetravel.com or, when available, contact us via the chat function on our homepage. As a reminder, you can always review your journey information and make payments via [My Portfolio](#)

Thank you for your ongoing understanding and loyalty.

Sincerely,

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel

Promo Code: SO20150



UPDATED: Friday, December 18, 2020 4:30 p.m. EST

An update from Vantage Founder & Chairman Henry R. Lewis

Dear Traveler,

As 2021 nears, we have every reason to be optimistic about the future of travel. Earlier this year when we postponed our journeys, we made that decision with the health of our travelers and dedicated associates in mind.

During that time, we took several actions: We created a [comprehensive safety plan](#) to ensure the health of our travelers and associates around the globe when we resume traveling again. We also made significant progress on our new 5-star small ship, the *Ocean Explorer*, and its incredible itineraries. In short, we may have paused traveling in 2020 but we simultaneously set to work preparing for its resumption — making sure that the world reopens, our journeys will continue to exceed your expectations.

Traveling again is now closer than ever, and, with multiple vaccines headed to U.S. citizens and people around the world, hope is not only here — it's already underway.

But the world's recovery from COVID-19 will still take time, and the ability to travel freely across borders is months away. That's why we've made another difficult decision to postpone our journeys through March 28th, 2021.

The impact to our 2021 travelers is small — if you are one of these travelers, we are currently in the process of reaching out to you. Perhaps you've already even heard from us. Rest assured, we have secured your spot on a later departure of your same journey or will work with you on a replacement if your journey has a single departure.

We apologize for the inconvenience. I know many of you are ready to get back out there and continue your explorations. Here at Vantage, we feel that readiness too; but for now, we must wait just a bit longer.

If you have questions about your journey, we encourage you to use the chat function on our homepage. You can always *email us at* customercare@vantagetravel.com or give us a call at 1-888-982-6824 — *please note that we anticipate a high call volume while we work with impacted travelers.*

Thank you again for your ongoing loyalty to Vantage. We look forward to traveling with you in 2021 and beyond.

Sincerely

Henry R. Lewis

Founder & Chairman

Vantage Deluxe World Travel

UPDATED: Tuesday, July 28, 2020 10:00 a.m. EST

An update from Vantage Founder & Chairman Henry R. Lewis

Dear Traveler,

As you know, the global COVID-19 pandemic has made travel very tricky. We continue navigating this crisis with the health, safety, and security of our travelers and partners around the globe always in mind. It's with a heavy heart that we've made the difficult decision to extend the postponement of all journeys through December 31, 2020.

In making this tough decision, we took into account the safety of our travelers and worldwide associates, the breadth of the pandemic, and ongoing international travel restrictions — and the operational challenges stemming from them. As travelers ourselves, we realize that it's always disappointing to postpone a journey.

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In our 36 years, we've prided ourselves on delivering outstanding and unforgettable journeys to our travelers. To say that the current travel climate is not ideal for the level of service, cultural immersion, and quality that we're known for is an understatement. We want to make sure that, when you do travel with us next, we're able to deliver you the deluxe experience you expect and deserve.

At the moment, we're hard at work contacting all impacted travelers and rescheduling their journeys. If you are one of these travelers, you've likely already received an email from us about your 2020 journey. If you haven't heard from us yet, you will shortly. Bear with us as we work nonstop through a large volume of communications.

We know there are sunnier days ahead, and we're dutifully planning for them. Silver linings are more important than ever right now, and here are a few:

- We recently announced our **Ship to Shore: The Vantage Safe Travels Initiative**, which details all the measures we're taking to keep you safe whenever you travel with us
- We've extended our enhanced **Book with Confidence** policy to ensure our travelers enjoy the most flexibility during this challenging time
- We recently announced new 2021 **North American journeys** by land and small ship
- Next year, we look forward to the debut of our new 5 star *Ocean Explorer*, followed by its sister ship *Ocean Odyssey* in 2022. Click [here](#) for additional information

We apologize for the inconvenience this might've caused. Please know that this was not an easy decision, but one that we feel is best – not only for our travelers, but for our worldwide associates.

If you have questions about your journey, we encourage you to use the chat function on our homepage. You can always email us at customercare@vantagetravel.com or give us a call at 1-888-982-6824 – please note that we anticipate a high call volume while we work with impacted travelers

Thank you again for your ongoing loyalty to Vantage. Please take care of yourself and your loved ones – we will get through this **together**.

We look forward to traveling with you in 2021 and beyond.

Sincerely,

Henry R. Lewis

Founder & Chairman

Vantage Deluxe World Travel

UPDATED: Friday, July 17, 2020 9:14 a.m. EST

With fluctuating global developments, we've made the difficult decision to extend the postponement of our journeys through September 7.

Additionally, due to new country specific travel restrictions, we have postponed *Gold of the Nile Ancient Egyptian Wonders on the Inaugural Cruise of m/s Nebu*, *Luxury on the Nile Ancient Egyptian Wonders*, *Ancient Wonders Egypt & Nile River Cruise*, *Incomparable Monuments: Timeless Cruising on the Nile*, and *Waterways of Southern Africa: A Luxury River Cruise Safari* through September 30.

We are currently in the process of contacting all impacted travelers. We understand you want to know the status of your departure as soon as possible and we appreciate your patience as we work with guests based on the immediacy of their departures.

We are experiencing a high volume of calls resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. As a reminder, you can always view your journey information and make payments via **My Portfolio**. Thank you for your ongoing understanding during this difficult time

Promo Code: SO20150

we've implemented on all journeys, visit **Ship to Shore: The**



UPDATED: Wednesday, July 1, 2020 10:00 a.m. EST

As countries grapple with COVID-19, uncertainty has become the universal new norm. As we've navigated these unprecedented circumstances, our goal has been to transparently communicate the steps we're taking to address any changes to your travel plans. Now, with the European Union's new travel restrictions barring entrance for American travelers, we're updating you once more.

Fortunately, this temporary ban has no immediate impact on Vantage journeys, which are currently suspended through August 14. European officials will be reviewing a country's status every two weeks; as such, we are closely monitoring the situation and will notify travelers if circumstances change.

UPDATED: Monday, June 29, 2020 1:00 p.m. EST

In our 36 years as a deluxe travel company, we've planned every journey around memorable destinations and experiences with your health, safety, and security as a priority. Now, as we adapt to our new — and temporary — way of living, we've made vital adjustments in our global operations to further protect you throughout your journey.

Under the guidance of the World Health Organization and in partnership with the European Centre for Disease Prevention and Control, River Advice — the leading independent global manager of ships on inland waterways — as well as local governments, we've implemented [Ship to Shore: The Vantage Safe Travels Initiative](#).

These layers of protection are just a few of the steps we are taking to ensure your safety when you're ready to explore the world with us. Click the link above to find out more.

Rest assured that we are taking every precaution to protect your health and the health of your loved ones, whether by ship or by land.

Thank you for being part of the Vantage family. We look forward to seeing you soon.

UPDATED: Monday, June 15, 2020 9:13 a.m. EST

Vantage extends postponement of journeys through August 14

The ability to deliver travel experiences is an evolving situation, one based on local government regulations and public health protocols. Since temporarily suspending operations on March 11, we've remained hard at work to keep up with developments across the globe while making decisions that best serve our travelers and our worldwide associates. We are a deluxe travel company trying to navigate a world in which we cannot travel right now, which impacts not only our journeys, but the thousands of hardworking, dedicated people who make them possible.

Now, under the guidance of the World Health Organization and regional local health authorities, we're creating new health and safety protocols so that your health, safety, and security continue to be our top priority once we start traveling again.

With the safety of our travelers in mind and to accommodate the changes the ongoing global health crisis demands, we've made the difficult decision to extend the postponement of our journeys through August 14, 2020.

Additionally, due to new country-specific travel restrictions, we must postpone our African journeys through August 14, 2020. Journeys to Africa must be postponed until 2021.

Promo Code: SO20150



Please bear with us as we contact all impacted travelers. We understand you want to know the status of your departure as soon as possible. We ask for your patience as we work with impacted guests, based on the immediacy of their departures. We are experiencing a high volume of calls resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. As a reminder, you can always view your journey information and make payments via [My Portfolio](#). Thank you for your patience during this difficult time.

UPDATED: Tuesday, May 19, 2020 8:56 a.m. EST

Vantage extends postponement of journeys through July 11

As we continue to navigate this global health crisis, we've all been required to change our lives and exercise increased flexibility. We are a deluxe travel company trying to navigate a world in which we cannot travel right now. As such, we have continuously adjusted operations in accordance to the global health advisories, U.S. State Department, and local governments around the world. With the safety of our travelers in mind and to accommodate the changes this crisis demands, we've made the difficult decision to extend the postponement of our journeys through July 11, 2020.

We understand this decision impacts not only our guests and employees, but also the thousands of hardworking, dedicated people around the world who make our journeys possible.

While we are unable to travel right now, **the travel industry is resilient**. More importantly, **our travelers are resilient**. And when the world is ready to welcome travelers again, Vantage Deluxe World Travel will be there for you.

We are in the process of contacting and working with impacted guests. If you would like to speak to our Concierge about a journey scheduled to depart after July 11, 2020, please contact us via the chat function on our homepage, email us at customercare@vantagetravel.com, or call us at 1-888-982-6824. As a reminder, you can always view your journey information and make payments via [My Portfolio](#).

UPDATED: Wednesday, April 29, 2020 5:03 p.m. EST

Vantage extends postponement of journeys through June 14

As we continue to navigate these uncharted waters, we are working around the clock to do what is right for our travelers. In this spirit, we've made the decision to extend the postponement of our journeys through June 14.

We are in the process of working with impacted guests. If you would like to speak to our Concierge about a journey scheduled to depart after June 14, 2020, please contact us via the chat function on our homepage, email us at customercare@vantagetravel.com, or call us at 1-888-982-6824. As a reminder, you can always view your journey information and make payments via [My Portfolio](#).

UPDATED: Monday, April 6, 2020 2:14 p.m. EST

OUR COMMITMENT TO YOU IS UNWAVERING

The world is facing unprecedented times with COVID-19. We're all enduring a lot as we make crucial adjustments to our everyday lives, including social distancing from loved ones and halting unnecessary travel. **To that end, we have made the decision to extend our temporary suspension of all journeys through May 24, 2020.**

Promo Code: SO20150

As we navigate an ever-changing situation and



acknowledge your disappointment if your journey with us has been affected.

Since our original announcement on March 11, we have worked tirelessly with our travelers to move their departure dates. If your departure date falls within our new window of suspended journeys, we will soon be reaching out to you to reschedule your departure with a **Future Travel Credit valued at 110% of the monies paid to Vantage, which can be applied to any 2020 or 2021 departure**. By adding increased value, you'll have new opportunities to upgrade your airfare or cabin class, add an optional pre or post trip extension, purchase optional tours, and more. You'll have 12 months from your original departure date to utilize your Future Travel Credit.

Please note: We appreciate your patience while we contact impacted travelers. If your journey was scheduled to depart on or before May 24, 2020, please call 1 888 514 7617 to reschedule your journey or to review your options. If you would like to speak to a representative about a journey scheduled to depart after May 24, 2020, please contact us via the chat function on our homepage, email customercare@vantagetravel.com, or call 1-888-982-6824. As a reminder, you can view your journey information and make payments via My Portfolio.

Although we're unable to travel at the moment, let us remember that it's for a good reason. The health, safety, and security of our guests, employees, and overseas partners remain our first priority — now and always. We thank you for your continued support.

WHAT ELSE YOU NEED TO KNOW

Taking care of you

Your health, safety, and security are paramount. We continue to monitor travel and health advisories from the World Health Organization and the U.S. State Department, while communicating with our overseas offices and vendors to protect the health and safety of our staff, crew, and partners worldwide.

Navigating these uncharted waters — together

If you've reached out to us lately, you may have experienced longer than normal hold times, since we're working with impacted travelers to reschedule their journeys. We've also shifted our email communications to give you more opportunities for "armchair travel" — or, exploring a destination virtually. Just because we can't travel the way we prefer doesn't mean we can't travel from the comfort of our own homes.

A big thank you, from us

The news may change every day, but our commitment to you **does not**. Right now, we are so grateful for your loyalty, flexibility, and understanding. We're also endlessly appreciative of all the essential employees out there — from doctors and nurses to grocery clerks and postal workers and all other essential personnel. However small it may seem at the moment, spring has arrived in the U.S. — a gentle but poignant reminder that hope springs eternal.

UPDATED: Friday, March 20, 2020 5:33 p.m. EST

Events of the world are changing daily, including the recent postponement of the 2020 Passion Play in Oberammergau, Germany. If you have reserved a river cruise with an Oberammergau extension, please [click here](#) for more information.

In the meantime, we ask for your patience as we work with impacted guests. We are experiencing a high volume of calls resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. Thank you for your patience during this difficult time.

UPDATED: Tuesday, March 17, 2020 5:05 p.m. EST

Promo Code: SO20150

ending departures of all journeys through April 30 This is a chang



situation, but we believe that this decision is the best one in order to offer our travelers the right support and protection. We are presently contacting impacted travelers beginning with those who have the most immediate departure dates

This is an unsettling time, and events of the world change daily. Rest assured that we are collaborating with our offices around the globe and with our regional vendors to take every precaution, so that when you are ready to travel again, antage will be there for you, as we have always been.

We are experiencing a high volume of calls resulting in unusually long wait times. If your departure is outside of the next 60 days, we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. Thank you for your patience.

UPDATED: Friday, March 13, 2020 11:51 a.m. EST

In light of new travel restrictions due to the ongoing COVID-19 situation, Vantage is temporarily suspending our European journeys as of March 13 2020 through April 12 2020

This is a changing situation, but we believe that this decision is the best one in order to offer our travelers the right support and protection. We are presently working with impacted travelers. In light of new travel restrictions, we are currently experiencing a high volume of calls resulting in unusually long wait times. Given the immediacy of some departures we will prioritize these calls. If your departure is outside of the next 60 days we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. Thank you for your patience.

A letter from Vantage Founder & Chairman Henry R. Lewis

Thank you for being a valued member of the Vantage family. For more than 36 years, we've worked hard to create the enriching and exciting journeys that have earned us the honor of being your preferred travel partner. That's why I want to personally update you on the COVID-19 (coronavirus) situation and the steps we're taking to protect your health, safety, and security — now and in the future.

In light of new travel restrictions due to COVID-19, Vantage is suspending our European land, river, and ocean cruise operations until April 12, 2020. We are currently working with impacted travelers to move their departures.

Travel is all about change — whether it's the change we experience upon discovering new destinations or adjusting to flight or itinerary modifications on the fly. This is not the first time Vantage has weathered a shifting travel landscape and we want to assure you that we are working around the clock to ensure all precautionary measures have been taken to protect you and your loved ones.

Coordinating closely with our vendors and regional offices around the globe, we have implemented enhanced screening, prevention, and control measures for our global journeys. We are regularly updating our website with the latest news and information.

Over the past days and weeks, we have also rolled out enhanced policies to benefit our travelers, including a risk-free cancellation policy valid through April 30 for new and existing 2020 reservations. Details are available on our website. Additionally, we continue to partner with Trip Mate to offer you the most comprehensive travel coverage. With Vantage's Travel Protection Plan, the full value of your investment is protected for cancellation up to and including the day of departure, with either cash back or trip credit returned, depending on the reason for cancellation.

We continue to monitor travel advisories from the U.S. State Department and the World Health Organization.

We thank you for sticking by us in these challenging times. Above else, we admire your passion for exploring the world — and we look forward to seeing you on a Vantage journey again soon. The Vantage community is strong, and we remain optimistic and committed to you — now and always.

Promo Code: SO20150





Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel

UPDATED: Thursday, March 12, 2020 10:03 a.m. EST

In light of new travel restrictions, we are currently experiencing a high volume of calls resulting in unusually long wait times. Given the immediacy of some departures, we will prioritize these calls. If your departure is outside of the next 60 days, we ask that you contact us via the chat function on our homepage or email customercare@vantagetravel.com. Thank you for your patience.

UPDATED: Wednesday, March 11, 2020 3:57 p.m. EST

At Vantage, we value your trust and have heard your concerns following the Coronavirus outbreak (COVID-19). We recognize that this is a time of uncertainty for you. We are working diligently to adhere to global safety regulations and want to ensure you that your health, safety and security are our number one priority.

We are closely monitoring U.S. State Department, Centers for Disease Control (CDC), and World Health Organization (WHO) statements to stay on top of updates as they occur.

We have proactively implemented several preventative measures, including coordinating closely with our vendors and regional offices to implement enhanced screening, prevention, and control measures for our global journeys, including:

- Travelers or crew who have visited or transited via South Korea, Iran, China (including Hong Kong, Macau), and Italy within 14 days of their journey unfortunately will not be allowed to travel with Vantage.
- During your journey, any travelers or crew members who appear symptomatic with a communicable disease will be subject to medical evaluations including, but not limited to, temperature checks as deemed necessary.
- Any traveler or crew member showing symptoms of any respiratory illness while on board will be subject to screening for Coronavirus and may be subject to potential quarantine and trip cancellation.

We have implemented temporary cancellation terms and conditions for current and new bookings:

April - June departures

For new and existing reservations on departures between April 1, 2020, and June 30, 2020, enjoy enhanced flexibility for a limited time. Postpone your journey up to 30 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

July - August departures

For new and existing reservations on departures between July 1, 2020, and August 31, 2020, enjoy enhanced flexibility for a limited time. Postpone your journey up to 60 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

Promo Code: SO20150



For new and existing reservations on departures between September 1, 2020 and December 31, 2020, enjoy enhanced flexibility for a limited time. Postpone your journey up to 90 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

Please note that these temporary cancellation terms are valid for new and existing reservations booked by 4/30/2020 on departures between 4/1/2020 and 12/31/2020 provided that cancellation requests are received in writing at least 30 to 90 days prior to departure, as per the travel breakdown explained above. Cancellation penalties for qualifying reservations will be waived, and guests will be returned the full paid value for their purchase in the form of a Future Travel Certificate. Travel Protection costs, if purchased through Vantage, will be included in the certificate value. Future Travel Certificates must be used toward a journey departing by December 31, 2020. Guests are not eligible for a refund and/or future travel certificate from both their insurance provider and Vantage Travel Service Inc. The total amount of any refunds and/or future travel certificates received from Vantage Travel Service, Inc. and/or insurance provider cannot exceed the purchase price.

For more detailed information on Covid19 updates, please visit these sites directly:

[Centers for Disease Control \(CDC\)](#)

[World Health Organization \(WHO\)](#)

[Vantage's Risk-Free Cancellation Policy](#)

FAQs

Where can I find out more information about the Coronavirus outbreak (COVID-19)?

We have up-to-date information on our travel advisory page here: www.vantagetravel.com/advisory-update

What organization is Vantage getting its information from?

We are closely monitoring the statements from the U.S. State Department, the Centers for Disease Control (CDC), and the World Health Organization (WHO) in order to stay ahead of any changing situation.

How has Vantage's cancellation policy been updated?

We have a temporary risk free cancellation policy in place. You can find more information here www.vantagetravel.com/riskfree

Does this temporary exception to the standard booking policy apply to new reservations?

Yes, this applies to all current and new reservations made by April 30, 2020.

If I still plan to travel, do I need to contact Vantage?

There's no need to call us if you still plan to travel in the coming months. We look forward to welcoming you on board one of our deluxe ships or land tours.

If I do plan to change my departure date, how do I notify Vantage?

Please call us at 1-888-514-1845 or contact your Travel Advisor. If your departure is outside of the next 90 days, we ask that you contact us via the chat function on our homepage or email customer@vantagetravel.com.

Will masks be provided on tour?

Masks will not be provided, but you are welcome to bring your own.

Promo Code: SO20150

EXHIBIT C

Act fast for Black Friday savings — our best sale of the year for river and inaugural *Ocean Explorer* cruises. Through December 4 only.

MY PORTFOLIO

LOGOUT



Solo Travel

Ways to Save

Vantage Adventures

Vantage Cruise Line

Why Vantage

Refer & Earn

WELCOME TO MY PORTFOLIO

A Message from Vantage:
For the latest coronavirus and travel health advisory information, please click here.

Show Less

Trip Alerts

Dear MR Mrs [REDACTED]

2022 is filling up FAST, and we did not want you to be left out.

That is why we have set you up with a complete reservation on Passage to Eastern Europe Featuring Transylvania scheduled to depart on 8/17/22

We have booked your reservation based on your previous choice of journey.

You will find all the relevant trip information below, We have made all the necessary changes, but if you wish to select a different departure date, or add additional options, please email our customer service team at customercare@vantagetravel.com or submit your request by clicking on "Customer Service" under "Overview" on the right-hand side of the screen.

We hope that you are as excited as we are about traveling in 2021. We look forward to seeing you soon!

Kind regards,

Your Concierge Services Team

Show Less

Your next Memorable Journey is coming soon:

Passage to Eastern Europe Featuring Transylvania



Journey Overview

Customer # [REDACTED]

Reservation # [REDACTED]

Departing in: 631 Days

Departure Date: August 17, 2022

Customer #:

Reservation #:



Passage to Eastern Europe Featuring Transylvania

- Journey Details »
- Travel Planner »
- My Travel Rewards »
- Past Journeys »
- Refer A Friend »
- Group Travel »
- Customer Service »
- Essential Travel Gear »
- Logout »

CONTACT VANTAGE

- Receive a Catalog »
- Send us an Email »

REFER A FRIEND



Refer your friends and earn cash and a

EXHIBIT D



Tour Participation Agreement

PLEASE READ THE TERMS OF THIS TOUR PARTICIPATION AGREEMENT WITH CARE TO MAKE SURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND OUR RIGHTS AND OBLIGATIONS.

General Terms and Conditions

The terms and conditions contained in this Tour Participation Agreement (the "Agreement") govern the relationship between you (the "traveler") and Vantage Travel Service, Inc. d/b/a Vantage Deluxe World Travel and Vantage Adventures (hereinafter "Vantage"). By reserving a tour or other travel with Vantage (a "trip"), you agree to be bound by the terms of this Agreement.

The prices of your trip and the airfare for travel to/from the intended destination ("All-Inclusive Airfare") are stated in the Vantage catalog and on our website. "All-Inclusive Airfare" includes airport transfers, fuel surcharges, and government taxes and fees. The prices advertised in each catalog are effective as of the publication date on the back cover of that catalog. Prices shown in the catalogs are subject to change at any time, with or without notice. For current prices, please see our website at www.vantagetravel.com. Prices are in U.S. dollars and are based on double occupancy, unless otherwise noted.

Vantage offers certain travel protection plans, as further outlined in this Agreement. Additional details, terms, conditions and limitations apply to Travel Protection Plans, available online here: www.vantagetravel.com/tpp.

Making Reservations

To reserve a trip, Vantage requires an initial deposit followed by final payment. The payment of a deposit for a trip shall be deemed an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Vantage.

Please refer to the chart on page 2 of this Agreement for deposit amounts, final payment, and cancellation fees.

For all tours, payment of your initial deposit does not guarantee the price of your tour and such price is subject to change. Participation in our SmartPaySM Discount Plan will ensure that the price of the land, cruise, and airfare portions of your trip will not increase. This includes protection against the following: additional taxes, fuel surcharges, and currency fluctuations, from the moment you pay in full. Additional details, terms, conditions and limitations apply to travel protection plans, available at <http://www.vantagetravel.com/tpp>. Vantage also reserves the right to raise the Original Price and/or All-Inclusive Airfare in response to increases in government taxes or fuel surcharges until you pay in full, unless you are participating in the SmartPay Discount Plan.

Please review and verify your booking invoice thoroughly and immediately and contact your travel agent or Vantage if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Vantage cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Vantage reserves the right to re-invoice you with correct pricing.

Vantage will endeavor to accommodate requests for reservations made after the final payment due date, however, in such instances, the full amount of your trip shall be due at the time of booking. Vantage Priority bookings for tours departing within 210 to 90 days of the reservation must be paid in full by electronic check at the time of booking. Vantage Priority bookings for tours departing within 21 days of the reservation must be paid in full by credit card. Priority bookings will not earn Vantage past traveler reward credits. Priority bookings cannot be combined with other credits, such as referral rewards, good will credits, or any other incentives. Past Traveler credits may not be combined with any offer.

Vantage always endeavors to produce accurate promotion and pricing information. Mistakes, however, do occur, and Vantage reserves the right to correct promotional or pricing errors at any time.

Making Final Payments

Final Payments are due at 120 days prior to departure, depending upon the program*. Please refer to the Deposit, Final Payment, and Cancellation Fees Schedule included in this Agreement for payment due dates. Please make checks payable to **Vantage Deluxe World Travel**.

IMPORTANT: Deposits are non-refundable. If final payment is not received by the due date, your trip reservation will be canceled and your full deposit, including Travel Protection payments and all air deposits for air ticket(s) issued (including applicable fees), will be retained by Vantage. Vantage is not responsible for canceled land, cruise, or air reservations in the event payment is not received by the final payment date.

As stated above, All-Inclusive Airfare includes airport transfers and reflects all

government taxes and surcharges. The remaining price of each trip includes all applicable land, ground, and cruise/ship components (the "Original Price"). The Original Price does not include optional charges for laundry service; telephone and Internet usage; wine, liquor, or mineralwaters; shore excursions; sightseeing trips; gratuities; or services other than those specified in the itineraries. The Original Price also does not include port charges or any other non-air government fees and taxes. These are identified separately in the catalog and on our website and will be either (a) billed as separate items on the invoice or (b) collected upon your arrival and/or departure from the applicable country.

Making Changes

Vantage understands if you need to change your plans. All programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the final payment date. Any changes more than 30 days from the booking date are subject to a **\$100 per-person nonrefundable-processing fee**. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

Passports and Visas

It is your responsibility to ensure that you have all necessary travel documents. Vantage is not responsible for providing you with information about government-imposed travel restrictions, terms, conditions, or any other similar requirements. Note that a valid passport is required for each person traveling on our international programs. Some countries may have additional requirements. Travelers are responsible for determining whether any travel and/or passport restrictions may apply, including, without limitation, obtaining any required visas. Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport. Vantage assumes no responsibility of any kind for any cancellations, delays or inability to travel resulting from your failure to possess necessary travel document, your failure to meet travel requirements, tickets or other travel documents that contain inaccurate information, or any other government-imposed travel conditions, restrictions, actions, or limitations. Travelers are also solely responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries or fees incurred to change or correct the traveler's name.

Please Note: All U.S. based itinerary operating under the jurisdiction of Jones Act. The Jones Act prohibits all ships of Non-U.S. registry from embarking and disembarking guests at two different U.S. ports. This means that guests are not permitted to permanently disembark this journey at a secondary U.S. port of their choice, as this would be a violation of the law. Any guest who insists on disembarking the ship in a port which violates the Jones Act will be responsible for any resulting penalties. For more information on the Jones act, [click here](#).

Air Arrangements

Airfares reserved through Vantage may not allow changes or cancellation, and may charge fees for changes and cancellations, as applicable. Note that you will be responsible for any charges resulting from flight changes or flight cancellations made at your request after your flights are ticketed.

Vantage offers you your choice of airline and routing, however, all air routings are subject to availability and cannot be guaranteed. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, by Vantage. Additional fees may apply.

FlightChoice: You may request alternate air travel arrangements through Vantage's FlightChoice service for a \$100 per person service fee. You are responsible for any additional airfare (which includes government taxes and fuel surcharges) charged for these alternate travel arrangements.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Vantage will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. Should you make your own flight arrangements and miss your international flight for any reason, Vantage, at its discretion, may assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

Air Delays/Cancellations: All air routings are subject to availability and cannot be guaranteed. Vantage is not responsible if an airline cancels or delays a flight for any reason. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Vantage is not

***Deposit • Final Payment Date • Cancellation Fees**

In the event of cancellation, you will receive a refund equal to your trip price less the per-person charges. The charges shown below include the \$300 administrative fee.

All cancellation schedules show number of days prior to departure.

River Journeys & Land Tours

Deposit:	\$500 per person
Final Payment Date:	120 days prior to departure
Cancellation Fees:	
121+ days prior to departure:	\$300 per person
120-91 days prior to departure:	40% per person
90-61 days prior to departure:	65% of selling price per person
60-0 days prior to departure:	100% of selling price per person (including no-shows)

Discovery Cruise Voyages

Deposit:	\$1,000 per person
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$700 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure:	100% of selling price per person (including no-shows)

Expedition Cruise Voyages

Deposit:	\$1,500 per person
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$900 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure:	100% of selling price per person (including no-shows)

Combination River Journeys, Land Tours, or Cruise Voyages

Deposit:	\$1,500 per person**
Final Payment Date:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$900 per person*
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure:	100% of selling price per person (including no-shows)

World Cruise Voyages (OXX)

Initial Deposit: (due at time of booking)	10% per person
2nd Deposit: (365 days prior to departure)	10% per person
Final Payment Due:	180 days prior to departure
Cancellation Fees:	
181+ days prior to departure:	\$5,000 per person
151-180 days prior to departure:	20% of selling price per person
121-150 days prior to departure:	40% of selling price per person
91-120 days prior to departure:	60% of selling price per person
61-90 days prior to departure:	80% of selling price per person
60-0 days prior to departure:	100% of selling price per person (including no-shows)

Multi-segment Combinations: **\$2,500 per person deposit; *\$1,500 cancellation fee
 Africa Combo (AFR): \$1,500 per person deposit; \$900 cancellation fee
 River Cruise Combo (SXA): \$1,500 per person deposit; \$900 cancellation fee

responsible for any additional expenses you may incur. Vantage will not provide any refund for portions of trips missed due to canceled or delayed flights. If an air schedule requires an overnight stay in a gateway city, Vantage, in its discretion, may assist with hotel reservations as availability permits. However, overnight reservations and fees are at your expense and responsibility unless otherwise specified in writing.

Triple and Quad Accommodations

Third-occupancy and quad-occupancy rates are not combinable with any other offers, including airfare offers. The third and fourth passengers who reserve a triple or quad accommodation do not earn accumulating traveler rewards, nor do group leaders of such arrangements earn rewards for the third or fourth traveler in the accommodation. Third and quad guest options may include double beds or rollaway beds, though all such accommodations will be filled based on availability and other factors.

Waitlist Reservations

Waitlist reservations are not guaranteed, are subject to availability and other factors, and may be cancelled by Vantage at any time. Requests for waitlist spaces will be honored in the order in which they are received. A standard deposit (minimum \$500 per person) is required for waitlist reservations. At the waitlisted customer's option, this deposit is fully refundable upon notice to Vantage up to thirty (30) days prior to the scheduled departure date. Refunds are not available for cancellations made less than thirty (30) days prior to the scheduled departure date. Where possible, Vantage will make reasonable efforts to notify those with waitlist reservations approximately thirty (30) or more days prior to departure of their final status for the waitlisted trip. Any applicable offers in effect at the time the wait-listing of the reservation will be applied to the cost of the trip where possible at the prevailing rate in effect when the traveler is cleared from the waitlist. All travelers who are cleared from the waitlist for a specific trip must proceed immediately with the final booking of their reservation, including without limitation paying in full for their trip once their requested space becomes available. Failure to promptly do so may result in a loss of the reservation.

Cancellations and Refunds

All cancellations made later than 24 hours after booking are subject to an administrative fee of **\$300 per person** (see deposit/cancel table)*. Cancellations made within 24 hours of booking will be subject to the same fee, **unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions**. This administrative fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation fees associated with certain excursions or extensions. Please see your specific trip for details. **Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.**

Cancellations must be in writing and include the reason for cancellation. Additionally, you must also call and speak to a Customer Service Representative for the cancellation to be effective.

Traveler substitutions are considered reservation cancellations and are subject to cancellation fees, which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the Single Supplement. Please refer to your specific plan for details. (Note that all valid refunds are processed within 30 days.)

IF YOUR ORIGINAL DEPARTURE DATE HAS CHANGED BY YOU AND/OR VANTAGE, CANCELLATION FEES WILL BE ASSESSED ACCORDING TO YOUR ORIGINAL DEPARTURE DATE AND NOT TO THE CHANGED DEPARTURE DATE.

Single Travelers

Vantage offers free and low-cost Single Supplements on most tours. Please ask your Vantage Travel Specialist for details.

Roommate Matching Service. If you reserve a trip with Vantage for which roommate matching is available and would like to share a twin-bedded room with another single traveler of the same gender, Vantage will endeavor to match you with a roommate, and if a roommate is not found, will charge you only 50% of the applicable Single Supplement. If Vantage is able to match you with a roommate, the Single Supplement amount paid will be refunded after your trip.

Medical Issues: Tour Selection

It is your responsibility to select a trip that is suitable to your physical capabilities. Certain tours require considerable walking, often on uneven or cobblestone streets. Many sites along the itineraries can only be accessed on foot, and involve stairs and inclines. Embarking and disembarking ocean-going vessels, riverboats

or other small ships may involve negotiating steep gangways. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices, or who otherwise require assistance in walking, dining, or attending to other personal matters. In addition, we regret that a number of itineraries cannot accommodate wheelchairs or motorized scooters. Walkers and canes are permitted; however, you may find that your participation in certain tour features may be restricted. Upon request, we will endeavor to provide information regarding the specific accessibility features of a particular tour. If a tour is not feasible due to your specific physical limitations, please inquire about more accessible tours.

Pursuant to the Americans with Disabilities Act (the ADA), Vantage endeavors to "reasonably accommodate" disabled travelers on domestic tours by providing, to the extent possible, access to ground transportation, lodging, and other places of public accommodation. However, the ADA does not apply outside of the United States or to foreign-flagged vessels operating in United States territorial waters. For these reasons, you are required to advise us at the time of booking or, if later, immediately upon your becoming aware of any physical or other condition that may require professional attention or the use of special equipment during the trip.

All travelers will be asked to complete a Passenger Information Form that includes space to identify any such conditions and the professional assistance and special equipment that may be required while on tour. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. In certain instances, this refusal may be at the direction of a third party, such as an ocean-going vessel, river cruise or small ship operator or a local ground handler. Should this occur, you will forfeit the trip cost, and we shall have no liability, financial or otherwise. Furthermore, the failure to advise us of any such condition releases Vantage and all professional personnel from any liability related to such condition or its treatment. Whether taking an international or domestic tour, you must bring a capable traveling companion to assist you if you will have any difficulty attending to such basic needs as dressing, eating, moving about, or participating in safety drills. Neither the Tour Directors nor the crew of any riverboat or small ship nor Adventure will be able to provide this care for you.

Vantage reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party, such as a riverboat or small ship operator or a ground handler, may affect the health and safety of other travelers. Vantage is not responsible for the costs of any medical treatment you may require during the trip and thereafter. Under no circumstance is Vantage responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

You must bring and be responsible for all necessary items related to your physical condition, including any special equipment that is permitted on tour. Because the tour accommodations and transportation facilities, including the riverboats, are not owned or operated in the U.S., they are not required to meet the standards established by U.S. law for disabled travelers.

Certain tour features, including third-party transfer services, hotel accommodations and other land excursion facilities, and certain trips, are not wheelchair or scooter accessible and may be difficult for disabled travelers. In particular, riverboats and small ships are not equipped with wheelchair- or scooter-accessible cabins, and therefore, safety reasons preclude allowing wheelchairs or scooters on board. If you have limited mobility, you may find it difficult to embark or disembark riverboats or small ships at certain times due to steep gangways and steps, particularly during low or high tide. Situations may occur in which you may not be able to go ashore at the desired time, and possibly not at all, in certain ports.

Furthermore, if a river cruise, small ship journey or adventure includes a land tour either before or after the cruise, it may not be possible to accommodate wheelchairs or scooters on the entire tour (even if the ship has the onboard capacity to do so) since as a general matter, accommodations and transfer services outside the U.S. are not handicap accessible. Please let our Reservations Specialist know when booking if you require the use of this equipment so that he or she can work with you to select an alternative tour.

For the safety of all concerned on river and small ship cruises, the captain or ship master will make the final determination regarding your ability to embark or disembark the vessel with or without the assistance of your equipment, taking into account all appropriate circumstances, including but not limited to, weather conditions, ship's location, and your physical condition at the time.

Third-Party Services: Vantage shall have no responsibility or liability of any kind in connection with any third-party services provided to you during your trip. This includes, without limitation, spa services, photographers, entertainers, lecturers, service personnel, health, medical, or other personal services provided in connection with your trip. Additionally, Vantage shall have no responsibility of liability of any kind for overbooking or downgrading of accommodations, structural or other defective conditions in hotels, vessels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of

any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause, and any and all other services of any kind provided by third parties other than Vantage in connection with your trip.

Acceptance And Retention Of Passengers

Vantage reserves the right to decline any traveler in its sole and absolute discretion. Vantage also reserves the right to determine whether a passenger is fit to travel and to deny travel if a traveler represents a risk to themselves or to the safety and wellbeing of others on the trip. Additionally, Vantage may remove any traveler who is not fit to travel, and/or has not received written confirmation from Vantage that reasonable accommodations for their accessibility requirements may be made for them, and who may be suffering from any contagious or infectious disease or whose presence, in the reasonable determination of Vantage, may be detrimental to the comfort or safety of other travelers or any other third party. Decisions made by Vantage regarding health, accessibility and safety matters will be binding in all instances. In such cases, all related expenses, including those to return home, will be borne by the traveler and he/she shall not be entitled to any refund of the trip or any compensation whatsoever; and in such event, Vantage shall have no liability whatsoever.

While we endeavor to keep travel group sizes to 6 to 26 travelers, we make no representations or guarantees about travel group sizes.

Photographic Release: Vantage reserves the right to take photographs and videos of any of its trips and all passengers while on such trips. By traveling on a Vantage trip, you consent to such photography and filming, and agree to grant Vantage the right to use such photographs and recordings, including your image and likeness, for any commercial purposes whatsoever worldwide and in perpetuity, in Vantage's sole and absolute discretion, including without limitation for marketing and promotional purposes, without any pre-publication or pre-approval rights, nor payment of fees or royalties to you of any kind.

Responsibility: Vantage is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with or resulting from, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, or for any other cause beyond the direct control of Vantage. In addition, I release

Vantage from its own negligence and assume all risk thereof. Some tours include visits to shops and merchants. Vantage is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary.

Vantage shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

Alterations and Modifications: We reserve the right to modify tour itineraries and substitute hotels and accommodations in our discretion. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, governmental intervention, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right may include the use of hotels and motor coaches where necessary.

Additionally, Vantage may, for any reason, without prior notice, cancel a cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; take any and all necessary action to comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the cruise or substitute a vessel or other transportation or lodging. Vantage is not responsible for any losses you may incur as a result of such cancellations or deviations. Vantage, at its option, may substitute accommodations of an equal or superior class or provide a full refund of the fare actually paid by you for such cruise, or substitute accommodations of a lower class and provide a refund of the difference, if any, between the booked class and the substitute class for such cruise, but Vantage shall not incur any other liability for failure to provide the reserved berth. Any partial refunds shall be calculated in accordance with Vantage's typical business practices.

All travel agents are solely your agents and not those of Vantage or the owners of the vessels for purposes of the Passenger Ticket Contract and all other documents made by any such travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature. Vantage and any third parties associated with Vantage shall not be responsible for any representation or conduct of your travel agent, including but not limited to any incorrect booking by such travel agent or failure to remit your deposit or other funds to Vantage.

If the tour is canceled by Vantage for any reason, Vantage shall have no liability

beyond the prompt refund of all tour participants' payments received by it. Vantage will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Vantage will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

Vantage reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Vantage cancels any extension for which you are booked, cancellation fees as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

Safety and security. You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United State Department of State and the Centers for Disease Control and Prevention provide up-to-date information concerning important issues for virtually all foreign destinations. We urge all clients to review both the State Department bulletins found at (www.travel.state.gov) and the Centers for Disease Control and Prevention (www.cdc.gov).

Binding Arbitration: You agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning your trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. The prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

Special Provisions for Onboard Ship Claims: See below for, when and where to make claims based on events occurring onboard the ship (from embarkation on the tender or entrance upon the gangway until exit from the gangway or departure from the tender) ("shipboard claims"). This Tour Participation Agreement is applicable to all other claims, but is not applicable to shipboard claims noted below.

LIMITATION OF LIABILITY - Personal Injury: Vantage hereby disclaims all liability to the passengers for emotional distress, mental suffering, psychological injury of any kind under any circumstances, when such damages were neither the result of physical injury, nor were intentionally inflicted by the Vantage. Without limiting the preceding sentence, in no event will Vantage be liable to Passenger for any consequential, incidental, exemplary or punitive damages.

In addition to all limitations and exemptions from liability herein, Vantage and/or Vessel shall have the benefit of any statute providing for limitation or of exoneration from liability available in the applicable forum, including but not limited to 46 U.S. Code Sections 30501 through 30512 and the International Convention Relating to Limitations of the Liability of Sea-going Ships 1957 (The Brussels Convention).

LIMITATION OF LIABILITY - Shore Excursions and Expedition Program: While participating in activities during cruises offering Vantage's expedition program and/or shore excursion program, certain risks and dangers may arise including but

not limited to: activities in remote areas, animals and marine life, forces of nature and accident or illness. Vantage does not have any responsibility for the accuracy of any information it provides regarding any activity included in the expedition or shore excursion program and cannot determine and/or assure the suitability of any excursion or activity as to a particular Passenger. All Passengers who participate in any expedition or activity offered by Vantage accept responsibility for making their own determinations as to the suitability of the activity regarding their own safety, conduct and wellbeing and agree to participate solely at their own risk. Attending applicable and available information briefings before participation is mandatory. Based on the aforementioned, each participating Passenger assumes the risk associated with any and all activities, excursions and expeditions, included or optional to Passengers and will hold Vantage and expedition team members harmless from and defend them against any and all liability, actions, suits, claims and demands which could arise from participation in any of the aforementioned activities.

TIME LIMITATION - Property Damage Claims: Vantage shall not be liable for any claim of a Passenger with respect to his/her personal property unless made in writing and lodged with Vantage at Vantage's office at Miami, Florida within forty-five (45) days after Passenger leaves the Vessel. **Personal Injury - Death Claims:** Vantage shall not be liable for any claim for a loss of life or personal injury unless made in writing and lodged with the Vantage at the Vantage's office at Boston, MA within six (6) months from the date when the death or injury occurred.

TIME LIMITATION - Suits: Suits and actions to recover for loss of life or personal injury to passengers shall not be maintainable unless instituted within one (1) year from the date when death or injury occurred. Suits and actions to recover for claims other than personal injuries or loss of life shall not be maintainable unless commenced within six (6) months from the date which the claim accrued or loss occurred.

Forum Selection Clause: It is agreed by and between passenger and/or shipper and vantage that all claims disputes and matters whatsoever arising under, in conjunction with, or relating to this contract and the transportation hereunder shall be commenced, filed, and litigated, if at all, in and before the United States district court for the district of Massachusetts located in Suffolk County, state of Massachusetts, U.S.A. To the exclusion of courts of any other state, territory, or country. In the event that the district of Massachusetts does not have jurisdiction over the claim, dispute or other matter, then the suit shall be commenced, filed and litigated in the eleventh judicial circuit court, Miami-Dade county, located in Miami, Florida, U.S.A.

Class Action Relief Waiver: Passenger hereby agrees that passenger may bring claims against vantage only in passenger's individual capacity. Even if the applicable law provides otherwise, passenger agrees that any lawsuit against vantage, vessel or transport whatsoever shall be litigated by passenger individually and not as a member of any class or as part of a class or representative action, and passenger expressly agrees to waive any law entitling passenger to participate in a class action.

Vantage Travel Protection Plan

Travel Protection fees are not refundable. Full Terms, Conditions and limitations apply to travel protection plans, and are available online here: www.vantagetravel.com/tpp. For complete details concerning the plan, you should review your specific Travel Protection Plan.

Cost of Travel Protection Plan

Please visit www.vantagetravel.com/travelprotection for current pricing.



For Reservations & Information: Call toll-free 1-800-322-6677
or reserve online at www.vantagetravel.com/myportfolio

EXHIBIT E-1

Part A

The Cancellation Waiver Program of this Part A is provided by Vantage Deluxe World Travel.

CANCELLATION WAIVER PROGRAM LIMITS

Cancellation Penalty Waiver Cash Refund Up To Trip Cost
Enhanced Cancel For Any Reason Penalty Waiver Trip Cost*

- * Reimbursement under the Enhanced Cancel For Any Reason Penalty Waiver is in the form of a Travel Certificate, see Enhanced Cancel For Any Reason Penalty Waiver Details for complete information.

CANCELLATION PENALTY WAIVER DETAILS

CANCELLATION PENALTY WAIVER - For Specified Reasons

Under this Cancellation Penalty Waiver, which when purchased becomes an addendum to our passenger contract terms and conditions, We will waive our published cancellation penalties and refund You in cash for the unused non-refundable cash, check, or credit card amounts You paid for Your Travel Arrangements when You cancel Your trip with Us before Your scheduled departure due to one of the following specified reasons:

1. a covered Sickness, Injury or death of You, Your Family Member, or Your Traveling Companion which occurs before departure on Your trip. The Sickness or Injury must occur before departure on Your trip and must require examination and treatment by a Physician at the time of cancellation. The treating Physician must certify that You are not able to participate on the trip due to medical restrictions;
2. You or Your Traveling Companion are quarantined, required to serve on a jury, or receive a court order to appear as a witness in a third party legal action provided the notice of jury duty or court order is received after You purchase this Plan;
3. Your or Your Traveling Companion's home or trip destination is made uninhabitable by a Natural Disaster and will remain uninhabitable during Your scheduled trip dates;
4. Your or Your Traveling Companion's place of employment is damaged due to a Natural Disaster and You or Your Traveling Companion are required to remain at work as a result;
5. a documented theft of Your passports or visas;
6. a permanent transfer of Your employment of 250 miles or more;
7. Your documented involvement in a traffic accident while en route to join Your trip which causes You to miss Your trip departure with Us;
8. unannounced organized labor strike, inclement weather or mechanical breakdown of the Common Carrier on which You are scheduled to travel that causes complete cessation of services for at least 12 consecutive hours;
9. a government-mandated shutdown of an airport or the air traffic control system;
10. You or Your Traveling Companion is called to emergency military duty following a Natural Disaster;
11. Your job is involuntarily terminated or You are laid off by Your employer for whom You have worked for at least 1 continuous year;
12. a documented revocation of Your previously granted military leave or re-assignment, including war.

Single Supplement - We will also reimburse You for the additional amount You must pay for a change in Your per person occupancy rate when a Traveling Companion cancels his or her trip for a covered specified reason and You do not cancel Your trip.

CANCELLATION PENALTY WAIVER DEFINITIONS

We use certain terms in detailing the Part A Cancellation Waiver Program and whenever used in this Part A, these terms have the following meaning:

"Business Partner" means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.

"Common Carrier" means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

"Domestic Partner" means an opposite or same sex partner who, for at least 6 consecutive months, has resided with You and shared financial assets/obligations with You.

"Family Member" means Your or Your Traveling Companion's spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Business Partner, Domestic Partner, or an adult or child caregiver.

"Injury" or "Injuries" means bodily harm caused by an accident which: (1) occurs while Your coverage is in effect under the Plan; and (2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

"Natural Disaster" means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

"Physician" means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

"Pre-Existing Condition" means an illness, disease, or other condition during the 60 day period immediately prior to the date the Cancellation Penalty Waiver begins for which You or Your Traveling Companion scheduled or booked to travel with You: (1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (2) took or received a prescription for drugs or medicine.

A condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before the Cancellation Penalty Waiver is effective is not considered to be a Pre-Existing Condition.

"Sickness" means an illness or disease of the body which: 1) requires examination and treatment by a Physician; and 2) commences while Your Cancellation Penalty Waiver is in effect.

"Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your trip by Vantage Deluxe World Travel.

"Traveling Companion" means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your trip, will accompany You. A group or tour organizer, sponsor or leader is not considered to be a Traveling Companion, unless he or she is sharing accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging.

"You or Your" means a person who has purchased this Plan.

"We, Us and Our" means Vantage Deluxe World Travel.

WHEN THE CANCELLATION PENALTY WAIVER BEGINS AND ENDS

The Cancellation Penalty Waiver Begins at 12:01 a.m. on the day after We receive Your payment in full for this Plan.

The Cancellation Penalty Waiver Ends on the earlier of when You depart on Your trip with Us or the date and time You cancel Your trip with Us.

WHAT'S NOT COVERED UNDER THE CANCELLATION PENALTY WAIVER

Under the Cancellation Penalty Waiver, we do not cover any loss due to, arising or resulting from:

1. Your or Your Traveling Companion's suicide, attempted suicide or any intentionally self-inflicted injury;
2. declared or undeclared war;
3. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
4. normal childbirth or pregnancy (except complications of pregnancy) or voluntarily induced abortion;
5. due to a Pre-Existing Condition, as defined under the Cancellation Penalty Waiver Definitions, unless: a) Your payment for this Plan is received within 14 days of the date Your initial payment or deposit for Your trip is received; and b) You are not disabled from travel at the time Your plan payment is paid;
6. elective treatment and procedures;
7. a mental or nervous condition, unless hospitalized for that condition while the Cancellation Penalty Waiver is in effect for You; or
8. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Cancellation Penalty Waiver is not in effect for You.

ENHANCED

CANCEL FOR ANY REASON PENALTY WAIVER DETAILS

When You purchase this Travel Protection Plan, You also receive the Vantage Deluxe World Travel Enhanced Cancel For Any Reason Penalty Waiver that allows You to cancel Your Vantage Travel Arrangements before Your scheduled departure for any reason.

Under this Enhanced Cancel For Any Reason Penalty Waiver, Your cancellation penalty will be refunded in Vantage Deluxe World Travel Certificates (valid for travel within 12 months of the date of issue, but no later than 15 months from the date Your trip was canceled), with the balance of the refund made, if applicable, either in cash or credit card credit.

Please Note: These travel certificates are non-transferable and non-refundable. The Vantage Deluxe World Travel Enhanced Cancel For Any Reason Penalty Waiver does not cover penalties associated with air or other travel arrangements not provided by Vantage Deluxe World Travel.

Any amount payable under this Enhanced Cancel For Any Reason Penalty Waiver will be reduced by the amount of any Trip Cancellation amounts paid or payable under the Cancellation Penalty Waiver of this Plan or under any other travel insurance or travel protection plan providing Trip Cancellation benefits.

The Cancellation Waiver Program of this Part A is provided by Vantage Deluxe World Travel and is not an insurance benefit underwritten by United States Fire Insurance Company.

EXHIBIT E-2

Trip Cancellation Waiver

The Cancel for Any Reason Waiver is provided by Vantage Deluxe World Travel.

CANCEL FOR ANY REASON WAIVER LIMIT

The maximum amount covered under this Cancel for Any Reason Waiver is Your Trip Cost.

CANCEL FOR ANY REASON WAIVER DETAILS

When purchased, this Cancel for Any Reason Waiver (“this Waiver”) is incorporated into and constitutes a part of Your passenger contract with Us and becomes effective when We receive Your payment for this Vantage Deluxe World Travel Travel Protection Plan (“this Plan”), provided that you purchase this Plan within the limited time period in which it is offered to You by Us.

What we will do under this Waiver:

- If you cancel Your Trip for any reason before the scheduled Trip departure, We will waive Our corresponding cancellation penalties and reimburse You in cash or in travel vouchers (depending on Your reason for cancellation) for the nonrefundable portion of the Trip Cost.
- We will also waive any additional fees up to \$1,000 that You would otherwise incur for changes to Your per person occupancy rate if a person booked with You on Your Trip cancels his/her reservation with Us before the scheduled Trip departure and You do not cancel Your Trip.

Please Note: This Waiver does not cover fees or costs associated with any transportation, accommodations, or other travel services that are not arranged by Us. Any amount payable under this Waiver will be reduced by the amount of any Trip Cancellation amounts paid or payable under any other travel insurance or travel protection plan providing Trip Cancellation benefits.

How You are reimbursed under this Waiver:

- If You cancel Your Trip before the scheduled Trip departure for any of the Specified Reasons listed below which first occur after Your purchase of this Plan and before Your scheduled Trip departure, We will reimburse You in cash.
- If you cancel Your Trip before the scheduled Trip departure for any other reason, We will reimburse You with a travel voucher that can be used for future transportation, accommodations, and other travel services arranged by Us. The limitations on that travel voucher are explained below.

Specified Reasons:

1. A Sickness, injury or death of You, a person booked to travel with You or a family member (regardless of whether or not the family member is traveling with You), which occurs before You depart on Your Trip. The Sickness or Injury must require examination and treatment by a physician at the time of cancellation and the treating physician must certify that the Sickness or Injury will prevent You from taking Your Trip;
2. You (or a person booked with You on the Trip) are quarantined per mandate by a state or government official, selected for jury duty, or receive a court order to appear as a witness in a third party legal action;
3. Your home (or the home of a person booked with You on the Trip) or Your destination accommodations are made uninhabitable by natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard) and remain uninhabitable during the time of Your Trip;
4. Your place of employment (or the place of employment of a person booked with You on the Trip) is damaged due to a natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard), requiring You or Your traveling companion to remain at work instead of participating in the Trip as a result;
5. a documented theft of Your passport or visa;
6. a job transfer, other than a temporary assignment, by Your full-time employer (or by the full-time employer of a person booked with You on the Trip) of 200 miles or more from your current place of residence;
7. You are involved in a documented traffic accident which causes You to miss Your Trip departure;

8. You are delayed for 24 hours or more due to an unannounced organized labor strike, bad weather or mechanical breakdown of the aircraft on which You are scheduled to travel;
9. a shutdown of an airport or the air traffic control system for 6 or more hours which prevents You from departing on Your Trip;
10. You (or a person booked with You on the Trip) are called to emergency military duty following a natural disaster (such as a flood, hurricane, tornado, earthquake, fire, or blizzard);
11. You (or a person booked with You on the Trip) have a previously granted military leave or re-assignment is revoked;
12. You are terminated or laid off from Your job by an employer for whom You have worked for at least 1 year.

Defined Terms: Certain terms are used in Trip Cancellation Waiver of this Plan and whenever used in Trip Cancellation Waiver, have the following meaning:

“Family Member” means Your spouse, a legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, business partner, domestic partner, or an adult or child caregiver and any of these relatives of a person booked to travel with You on Your Trip.

“Injury” means bodily harm caused by an accident.

“Pre-Existing Condition” means any existing illness, disease, or other condition during the 60 day period immediately prior to your purchase of this Plan for which You (or a person booked to travel with you) received, or received a recommendation for, a test, examination, or medical treatment because the condition worsened or became acute or there were symptoms which would cause a reasonable person to seek diagnosis, care or treatment; or for which a physician prescribed drugs or medicine.

If a condition is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period prior to your purchase of this Plan, this will not be considered to be a Pre-Existing Condition.

“Sickness” means an illness or disease of the body.

“Trip” means all of the transportation, accommodations, and other travel services arranged and booked by Us for which You have purchased this Plan.

“Trip Cost” means the amount You paid for Your Trip.

“We”, “Us” and “Our” refers to Vantage Deluxe World Travel.

“You” and “Your” refers to the person who purchased this Plan.

You will be reimbursed with a travel certificate under this Waiver if you cancel Your Trip before Your scheduled departure for any reason other than a Specified Reason listed above or if You cancel Your Trip due to any of the following reasons:

1. suicide, attempted suicide, or any intentionally self-inflicted injury by You or any person booked on the Trip with You;
2. declared or undeclared war;
3. committing or attempting to commit a felony or being engaged in an illegal occupation;
4. normal childbirth or pregnancy (except complications from pregnancy) or voluntarily induced abortion;
5. a Pre-Existing Condition, as defined under this Trip Cancellation Waiver, unless: (a) Your full payment for this Plan is received within 14 days of the date Your initial payment or deposit for Your Trip is received; and (b) You are not disabled from travel when you pay for this Plan;
6. elective medical treatment and procedures;
7. a mental or nervous condition, unless initially hospitalized for that condition after Your purchase of this Plan; or
8. any reason which initially occurs prior to Your purchase of this Plan.

Travel certificates are subject to the following limitations:

Vantage Deluxe World Travel travel certificates may be used like cash when purchasing a Trip with Us (other than the Restrictions below) and are valid for travel within 12 months of the date of issue (but no later than 15 months from the date Your Trip is canceled). The travel certificates are non-refundable and non-transferable and only issued in the name of the person(s) who canceled and are not redeemable for cash.

Restrictions: A travel certificate may not be used as a credit toward the initial deposit for a future trip, or to purchase a Vantage Deluxe World Travel Travel Protection Plan.

This Trip Cancellation Waiver, Cancel for Any Reason Waiver is provided by Vantage Deluxe World Travel, and is not an insurance benefit underwritten by BCS Insurance Company or Jefferson Insurance Company.

EXHIBIT F-1

SPRING SALES EVENT: Save up to an additional 25% with SmartPay!
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Home > Why Vantage > Ways To Save With Vantage

THE BEST VALUE — AND THE MOST WAYS TO SAVE

Vantage offers the best value in Deluxe travel and the overall best travel deals and protection, guaranteed. Find out how Vantage delivers the best value in travel below — click on each link to learn more.



FREE Single Supplements

As the only expedition cruise company with dedicated solo cabins onboard our Deluxe fleet, you'll always enjoy FREE or Reduced Single Supplements on all of our voyages and expeditions, as well as supplement-free land tours.

[Learn More >>](#)



Save up to 20% with SmartPaySM

LIMITED TIME: Save up to 20% on select departures with SmartPay! Save on your trip and lock in your trip price for the best travel value! The earlier you pay, the greater your discount. Just have your checkbook ready when you call to reserve, because paying by e-check maximizes your savings.

[Learn More >>](#)



The Most FREE Included Tours

From sightseeing excursions to home-hosted meals with locals, you'll always enjoy the most FREE included tours and cultural enrichment on a Vantage journey!

[Learn More >>](#)



Newly Enhanced Refer & Earn Program

Refer a friend to Vantage and you'll both save! When you inspire your friends and family to travel using our NEW Refer & Earn or Share the World Programs, you'll earn rewards up to a **FREE World Cruise or \$117,500 in cash!** Plus, Vantage makes getting referrals on the books as easy as possible.

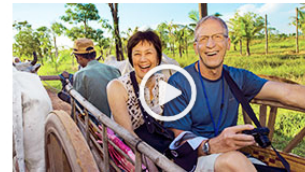
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Frequent Traveler Rewards

With each trip you take with Vantage, you'll receive Frequent Traveler Rewards — a full 5% of the advertised cost of your trip on our website (minus any discounts you may receive). You can then redeem these rewards toward a Vantage departure in the next year. You can even pre-apply them for future travel with us. It's that simple!

[Learn More >>](#)



Protect yourself — and your investment — 100%

An overwhelming majority of our travelers choose our 100% coverage plan, which includes the rarely found true cancellation for any reason coverage, trip interruption, travel delay, pre-existing condition coverage, medical and emergency evacuation coverage, baggage loss and delay, and more.

[Learn More >>](#)



President's Club Values

Become a member of the President's Club after three Vantage trips — and enjoy a host of benefits including free FlightChoice, laundry credits, discounts on onboard purchases and optional tours, and more!

[Learn More >>](#)



Do more, save more on a combo tour

Combination tours merge two or more of our travelers' favorite trips for the ultimate immersive experience — and value.

[Learn More >>](#)



Airfare Upgrades

Treat yourself with an in-flight upgrade, plus upgraded amenities when cruising the world on select journeys with Vantage. The "suite life" awaits you with this incredible limited time offer from Vantage Deluxe World Travel.

[Learn More >>](#)

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Family & Friends	Our Community	Antarctic Adventurer Expedition	Spain & the Portuguese Coast: A Cruise Around Iberia	Switzerland, the Heart of the Rhine & Moselle Rivers	America's Magnificent National Parks
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EXHIBIT F-2

Vantage's 100% Travel Protection Plan

- Cancel for ANY Reason
- Trip Interruption
- Missed Connection- ***NEW increased benefits***
- Travel Delay- ***NEW increased benefits***
- Medical Expense- ***NEW increased benefits***
- Emergency Medical Evacuation
- AD&D- ***NEW increased benefits***
- Baggage and Personal Effects
- Baggage Delay

EXHIBIT G

[Home](#) > [Why Vantage](#) > [Ways To Save With Vantage](#) > [Travel Protection Plan](#) > [Reasons To Purchase](#)

COVERAGE FOR WHAT YOU CAN'T SEE COMING

Enhanced 100% Travel Protection Plan

10 Reasons You May Need Coverage

After you reserve your trip, you never know what life has in store. An unexpected wedding invitation conflicts with your travel dates. A relative gets ill. Even during your trip, your baggage could go missing or you might stumble and need medical attention. Vantage's Travel Protection Plan helps to protect you!

The smartest thing you can do before you travel is confirm whether your health and home insurance policies and credit card benefit provide travel protection ... no matter what.

Chances are, they won't. And by the time you discover this, it could be too late, and you could be out tens of thousands of dollars for medical bills or trip cancellation fees or some other disastrous occurrence that you couldn't possibly have foreseen.

Vantage's Travel Protection Plan offers coverage benefits both before and during your trip:

- #1 You need to be evacuated after an accident for which medical treatment is unavailable.
- #2 You or your traveling companion has a medical emergency during your trip.
- #3 You are forced to evacuate your resort, hotel or cruise by a hurricane.
- #4 Your home or destination becomes uninhabitable within 10 days of your departure due to fire, flood, earthquake, or other natural disaster.
- #5 A family member or business partner unexpectedly becomes seriously ill, injured or dies.
- #6 Your medication was lost or stolen and you need emergency prescriptions quickly.
- #7 You need emergency cash and a new passport after they are stolen.
- #8 A strike occurs on your vacation, completely stopping travel services at your destination.
- #9 Unforeseen incidents generally not covered under travel protection plans are covered under our Enhanced Cancel For Any Reason Waiver.
- #10 You or your traveling companion is required to serve on a jury or is subpoenaed while you are scheduled to travel.

For More Information

- [Follow this link to detailed information, including the Plan Documents.](#)

TRAVEL PROTECTION

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- [Antarctic Adventurer Expedition](#)
- [Celtic Voyage: Reykjavik to Dublin](#)

SMALL SHIP OCEAN CRUISES

- [Castles & Cliffs: Circumnavigating Ireland & Beyond](#)
- [Spain & the Portuguese Coast: A Cruise Around Iberia](#)
- [Mediterranean Delights: Greece, Italy & France](#)

RIVER CRUISES

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- [Switzerland, the Heart of the Rhine & Moselle Rivers](#)
- [Luxury on the Nile: Ancient Egyptian Wonders](#)

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- [On Safari in Kenya & Tanzania: Up Close with the Big Five](#)
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[Home](#) > [Book With Confidence](#)

BOOK WITH CONFIDENCE

We understand that in the current travel climate you may feel hesitant to reserve a spot on one of our Vantage journeys. To give you peace of mind and confidence to book with us, we have made crucial enhancements to our cancellation policy, providing flexibility and comfort to our travelers. We would love to have you enjoy our savings now, while having the option to change or reschedule your trip later. Here's how:



Plan Your Journey Now with Risk-Free Cancellation — Change Fees Waived

Enjoy enhanced flexibility with Vantage's Risk-Free Cancellation Policy on all new 2023 reservations made by September 30, 2022. Travelers may postpone or change their trip to another 2023 departure up to 30 days prior to their originally scheduled departure with all change fees waived!

Travel with Tranquility

As travelers, we must plan for the unexpected. That's why Vantage's Travel Protection Plan is designed with you in mind. Our comprehensive plan ensures that you, your loved ones, and your investment are 100% protected from the point of purchase until your return home. Our [Travel Protection Plan](#) also allows you to cancel for any reason up to and including the day of your departure.

Book with Confidence is valid for new reservations from 9/1/2022 to 9/30/2022 on all 2023 departures, excluding Ocean Explorer and Ocean Odyssey journeys of 25 days or more. Travelers may postpone their journeys and change their trips to another 2023 departure, provided that cancellation requests are received in writing at least thirty (30) days prior to departure. Travelers need to choose the policy which works best for them - Book with Confidence or our standard cancellation policy. Under Book with Confidence, cancellation penalties for qualifying reservations will be waived, and guests will be reimbursed in the form of a Future Travel Credit for the full monies paid to Vantage including any travel protection costs, if purchased through Vantage. No Cash Refunds. The Future Travel Credit must be applied at time of booking, towards a Vantage journey departing by December 31, 2023. Once applied the voucher may not be reissued or transferred towards another departure. Any unused portion of voucher has no cash value. Travelers who choose our standard cancellation policy - published cancellation fees apply and are not eligible for the Book with Confidence Future Travel Credit. Travelers who have purchased Travel Protection through Vantage, have the option to file a claim due to a covered reason under the plan. If a claim is filed, the Book with Confidence voucher will be voided. Please note that this offer is limited, and inventory controlled, and may expire without notice.

For information on booking your journey or tour and payment and cancellation policies, please visit the Vantage Tour Participation Agreement or call 1-888-982-6824 and ask the Vantage Team for details today. Every effort has been made to produce this information accurately. Vantage reserves the right to correct errors.

[Visit our full Terms & Conditions here.](#)

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EXHIBIT I

Home > Why Vantage > Ways to Save With Vantage > Travel Protection Plan > Coverage

PROTECT YOURSELF, YOUR LOVED ONES, AND YOUR INVESTMENT AGAINST THE UNEXPECTED

TRAVEL PROTECTION PLAN

Not sure if the investment is worth it?

It's true that travel protection is an additional expense — and one we hope you'll never have to use. But as every traveler knows, we must plan for the unexpected. If you need to cancel your trip close to departure (because of an unexpected illness, lost or stolen passport, family emergency, world events, work schedule, etc.), you could lose your entire investment. If accidents or medical issues rear their ugly heads while on tour, you could be facing bills in the hundreds of thousands.

Choosing the new Travel Protection Plan, administered through Allianz Global Assistance, ensures that you, your loved ones, and your investment are **100% protected** from point of purchase until your return home. There's a reason the U.S. Department of State recommends taking travel protection every time, and we urge you to not take the risk of traveling unprotected.

Comparing plans?

When it comes to travel protection plans, it's true that you get what you pay for. We've designed our plan carefully with our travelers' needs in mind. If you're comparing to less expensive plans, please look closely at the coverage details and compare the fine print, because you'll often find a reason for the lower cost. You're smart to protect yourself, but don't settle for less and risk traveling with only partial coverage. Vantage does offer many other ways to save, including a few ways you can even travel for free — see [HERE](#) for more details.

Are you covered for...?

True Cancellation for Any Reason:
 No restrictions or fine print.

Buyers beware! Many plans have restrictions and exclusions regarding time of cancellation and what portion of the investment is returned — please review carefully. With our plan, the full value of your investment is protected for cancellation up to and including the day of departure with either cash back or trip credit returned, depending on the reason for cancellation.

Full Cash Refund Trip Cancellation Benefits

If you cancel for a qualified reason up to and including the day of departure, you'll receive cash reimbursement for your investment.

Trip Interruption Benefits

Trip interruption benefits provides you with a reimbursement for your unused travel arrangements, plus the additional airfare cost to return home, if your trip is interrupted for a covered reason.

Medical/Dental Benefits

Does your health or dental insurance cover you away from home? Many plans offer little or no coverage for on-trip medical bills. The plan can cover up to \$50,000 in on-trip medical expenses and also provides benefits for up to \$500,000 in medical transportation costs if you must be medically evacuated for appropriate care.

Preexisting Medical Conditions Coverage

If you purchase your plan when you reserve your trip, you will also be covered for preexisting conditions (which covers a time frame of 60 days prior to the purchase of your plan). To maximize your coverage benefits, we recommend adding your protection plan at point of sale. If booking is within 60 days of departure date, travel protection must be purchased at time of booking. Click [HERE](#) to learn more about preexisting conditions coverage.

Loss or delay of Baggage/Personal Effects

Protect your belongings with benefits up to \$2,000 for loss of baggage/personal effects. Has your luggage ever been delayed? Next time, benefit from up to \$600 in coverage.

Travel Delay

Have you ever encountered a flight cancellation or delay? Perhaps a better question would be — what traveler hasn't? Meals and accommodations are covered up to \$1,500 (\$300 per day).

Missed Connection

What happens when your layover doesn't go as planned? Enjoy the benefit of coverage for alternate travel arrangements when a flight connection is missed due to reasons such as bad weather or mechanical issues.

24/7 Traveler's Assistance Line

Want to book tickets and transportation to a local restaurant or show during leisure time while traveling? Have questions about your coverage? Not sure if you should seek medical attention? Need to arrange for an emergency return home? Allianz offers a 24/7 award-winning Traveler's Assistance Line.

Online Claim Processing

Cut out the paperwork, inconvenience, and delays by processing claims quickly and easily online.

TRAVEL PROTECTION

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Quick-Response Training of Vantage Staff

Both our U.S. and overseas teams are specially trained in responding quickly to situations that may arise. If you have our travel protection, our team can respond quickly to connect with our travel protection provider to assist you at a time when time is often of the essence. We can also help to act as your advocate to ensure that your experience goes as smoothly as possible.

More Information

Terms, conditions, exclusions (including for pre-existing conditions) apply. Details [HERE](#).

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BOOK WITH CONFIDENCE: RISK-FREE CANCELLATION

We understand that in the current travel climate, you may feel hesitant to reserve a spot on one of our Vantage journeys. To give you peace of mind, we have updated our policy to include risk-free cancellation, so you can book with confidence. We'd love to have you enjoy our historic savings now, while having the option to change/reschedule your trip to a later date.



Risk-free Cancellation: Terms and Conditions

May - June Departures

For a limited time only, reserve any new journey departing between May 1, 2020 and June 30, 2020 and enjoy enhanced flexibility. Postpone your journey up to 30 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

July - August Departures

For a limited time only, reserve any new journey departing between July 1, 2020 and August 31, 2020 and enjoy enhanced flexibility. Postpone your journey up to 60 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

September - December Departures

For a limited time only, reserve any new journey departing between September 1, 2020 and December 31, 2020 and enjoy enhanced flexibility. Postpone your journey up to 90 days prior to departure and receive a voucher for the full paid value of your trip to apply to another 2020 journey of your choice. Offer valid through April 30, 2020.

Offer is valid for new reservations as of 3/7/20 through 4/30/2020 on departures between 5/1/2020 - 12/31/2020. Provided that cancellation requests are received in writing at least 30-90 days prior to departure as per the travel breakdown set forth above. Cancellation penalties for qualifying reservations will be waived, and guests will be returned the full paid value of their purchase in the form of a Future Travel Credit. Travel Protection costs, if purchased through Vantage, will be included in the credit value. Future Travel Credits must be used toward a journey departing by December 31, 2020. Guests are not eligible for a refund and/or future travel credit from both their insurance provider and Vantage Travel Service, Inc. The total amount of any refunds and/or future travel credits received from Vantage Travel Service, Inc. and/or insurance provider cannot exceed the purchase price.

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LIMITED TIME ONLY: Save up to 20% on ALL 2022 journeys! | Learn more about our [Book with Confidence](#) and [Travel Updates](#).

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Plan Your Journey Now with Risk-Free Cancellation — Change Fees Waived

Enjoy enhanced flexibility with Vantage's Risk-Free Cancellation Policy. For all new 2021 – 2022 reservations, travelers may postpone or change their trip to another 2021 – 2022 departure up to 30 days prior to their originally scheduled departure with all change fees waived!

2-for-1 Deposits Offer on 2021 Through 2022 Journeys

With 2-for-1 deposits, you can secure your future journey for as little as \$250 per person now through March 18, 2021 on most 2021 – 2022 journeys!*

Travel with Tranquility

As travelers, we must plan for the unexpected. That's why Vantage's Travel Protection Plan is designed with you in mind. Our comprehensive plan ensures that you, your loved ones, and your investment are 100% protected from the point of purchase until your return home. Our [Travel Protection Plan](#) also allows you to cancel for any reason up to and including the day of your departure.

Book with Confidence is valid for new reservations from 5/1/2020 to 3/18/2021 on all 2021 – 2022 departures, excluding Ocean Explorer and Ocean Odyssey journeys of 25 days or more. Travelers may postpone their journeys and change their trips to another 2021 – 2022 departure, provided that cancellation requests are received in writing at least thirty (30) days prior to departure. Travelers need to choose the policy which works best for them - Book with Confidence or our standard cancellation policy. Under Book with Confidence, cancellation penalties for qualifying reservations will be waived, and guests will be reimbursed in the form of a Future Travel Credit for the full monies paid to Vantage including any travel protection costs, if purchased through Vantage. No Cash Refunds. The Future Travel Credit must be applied at time of booking, towards a Vantage journey departing by December 31, 2022. Once applied the voucher may not be re-issued or transferred towards another departure. Any unused portion of voucher has no cash value. Travelers who choose our standard cancellation policy - published cancellation fees apply and are not eligible for the Book with Confidence Future Travel Credit. Travelers who have purchased Travel Protection through Vantage, have the option to file a claim due to a covered reason under the plan. If a claim is filed, the Book with Confidence voucher will be voided. Please note that this offer is limited, and inventory controlled, and may expire without notice.

**2-for-1 deposit offer is valid for new bookings on 2021 – 2022 itineraries. The Ocean Explorer and Ocean Odyssey journeys of 25 days or more are excluded from this promotion. This promotion is based on 50% off the standard deposit rate for each journey. For most trips, the 2-for-1 deposit rate is \$250 per person; for combination tours comprised of two or more itineraries, the 2-for-1 deposit rate is \$500 per person.*

For information on booking your journey or tour and payment and cancellation policies, please visit the [Vantage Tour Participation Agreement](#) or call 1-888-982-6824 and ask the Vantage Team for details today. Every effort has been made to produce this information accurately. Vantage reserves the right to correct errors.

Visit our full [Terms & Conditions here](#).

COMPANY INFORMATION

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FAQs | Our Fleet
Vantage Philanthropy | News
Travel Agents | Careers
Group Travel

TOP RIVER CRUISES

Portugal & Spain: Treasures Along the Golden Douro
Majestic Rivers of Europe Wine Cruise: Castles, Cathedrals & Fairytales
Switzerland, the Heart of the Rhine & Moselle

TOP SMALL SHIP CRUISES

Jewels of Scandinavia, Baltic Capitals & St. Petersburg
Autumn in New England & Canada: Montréal to Boston
Ports of Timeless Wonder: Normandy, Amsterdam, the Kiel Canal & Beyond

TOP ADVENTURES

Best of Africa: South Africa, Zimbabwe & Botswana
Trans-Canada Rail Adventure & the Rockies
Italian Train Adventure: Culture & Cuccinas

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Our Blog



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PLAN YOUR TRIP >

Wherever you want to travel in the world, Vantage can take you there comfortably. Whether it's a luxury European river cruise and land tour, or an African safari, we're ready to help you enjoy the trip of a lifetime. Go there with us.

Promo Code: WB50500



EXHIBIT L

From: Vantage Travel mid@emails.vantagetravel.com
Subject: A personal note from Vantage founder Henry R. Lewis
Date: March 23, 2020 at 8:15 PM
To: [REDACTED]


To view this email as a web page, click [here](#).

VANTAGE TRAVEL

MORE INFORMATION: 1-800-322-6677

Dear [REDACTED]

I want to start by thanking you for being a loyal and valued member of the Vantage family. I'm following up on your recent cancellation due to the COVID-19 pandemic. These truly are extraordinary times, but I'm strengthened by the fact that we're all in this together.

 I wanted to make sure you knew that we have enhanced our policies to benefit travelers, including a new **risk-free cancellation policy** that allows you to book with confidence by increasing the flexibility to move your departure to a later date. Meanwhile, Vantage's **Travel Protection Plan** continues to provide our travelers with the most comprehensive protection — including Cancel For Any Reason coverage, even up to the day of departure.

Travel is an essential part of being human, so we'd love to keep supporting your travel dreams in the here and now. That's why I'm personally extending to you a **\$250 per person Future Travel Credit to use on any 2020 journey** when you reserve by April 30. To get you inspired, I've also included a few of our top journeys for 2020:

- **Portugal & Spain: Treasures Along the Golden Douro**
- **Majestic Rivers of Europe Wine Cruise: Castles, Cathedrals & Fairytales**
- **France Culinary Delights: Paris to Normandy**

Travel is complicated for all of us at this time, but the world remains astonishing, and it's our compassion and desire for deeper human connection that will ultimately drive our world forward.

At your earliest convenience, give us a call at 1-800-322-6677. Or you can always reach us via the chat function on our homepage or by emailing customer care@vantagetravel.com.

On behalf of the entire Vantage family, I want to thank you again for your loyalty. When this is over, and it will be over, we'll be looking forward to seeing you on one of our journeys again.

Sincerely,



EXHIBIT Š

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel



Reservations & General Information
Toll-free: 1-800-322-6677
Monday to Friday: 9 a.m. to 8 p.m. EST
Saturday and Sunday: 10 a.m. to 6 p.m. EST

Questions or comments? _____.

To ensure our messages are delivered properly to your inbox, add mid@emails.vantagetravel.com to your address book or safe list.

Terms & Conditions:

Standard per person deposit required. Offer is valid for new reservations only.

Risk Free Offer is valid for new reservations as of 3/12/2020 through 4/30/2020 on departures between 4/1/2020 and 12/31/2020, provided that cancellation requests are received in writing at least 30-90 days prior to departure as per the travel breakdown set forth. Cancellation penalties for qualifying reservations will be waived, and guests will be returned the full paid value of their purchase in the form of a Future Travel Certificate. Travel Protection costs, if purchased through Vantage, will be included in the certificate value. Future Travel Certificates must be used toward a journey departing by December 31, 2020. Guests are not eligible for a refund and/or future travel certificate from both their insurance provider and Vantage Travel Service, Inc. The total amount of any refunds and/or future travel certificates received from Vantage Travel Service, Inc. and/or insurance provider cannot exceed the purchase price. Please visit [Vantage's risk-free cancellation page](#) for details.

\$250 Future Travel Credit is per person and valid for trips departing in 2020. To redeem \$250 Future Travel Credit, journey must be booked by 4/30/2020. Advertised 2020 departure pricing on the website, if accessed from this promotion, includes your \$250 per person Future Travel Credit Offer.

Visit our full [Terms & Conditions](#) here

EXHIBIT M-1

Vantage Travel <mid@emails.vantagetravel.com>

4/14/2020 5:12 PM

Reconnect with travel with this Future Travel Credit

To [REDACTED]

To view this email as a web page, click [here](#).

VANTAGE TRAVEL

MORE INFORMATION: 1-800-322-6677

Dear [REDACTED]

I want to start by thanking you for being a loyal and valued member of the Vantage family. I'm following up on your recent cancellation due to the COVID-19 pandemic. These truly are extraordinary times, but I'm strengthened by the fact that we're all in this together.

I wanted to make sure you knew that we have enhanced our policies to benefit travelers, including a [risk-free cancellation policy](#) that allows you to book with confidence by increasing the flexibility to move your departure to a later date. Meanwhile, Vantage's [Travel Protection Plan](#) continues to provide our travelers with the most comprehensive protection — including Cancel For Any Reason coverage, even up to the day of departure.

Travel is an essential part of being human, so we'd love to keep supporting your travel dreams in the here and now. I know you were scheduled to travel on ***Portugal & Spain: Treasures Along the Golden Douro***, and I wanted to let you know that your journey has additional departure dates available later in the year. Please take your time to review your journey's [Dates & Prices page here](#), where you can check the upcoming dates that will work for you.

If you choose a new departure now, we will apply **110% of the funds** you've paid to Vantage toward your new journey! Plus, **you may be eligible for additional savings and credits** for a return of up to 20% or more on your investment. If you're not ready to choose a new journey, you can still elect to hold your savings in place risk-free as a Future Travel Credit for when you're ready to travel again.

Plus, with your **Future Travel Credit valued at 110%** of the monies paid to Vantage, you'll enjoy new opportunities to upgrade your airfare or cabin class, add an optional pre- or post-trip extension, purchase optional tours, and more. You'll have 12 months from your original departure date to utilize this Future Travel Credit on any 2020 or 2021 departure.

Travel is complicated for all of us at this time, but the world remains astonishing, and it's our compassion and desire for deeper human connection that will ultimately drive our world forward.

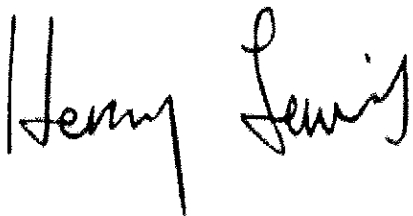
EXHIBIT M-1

Please note: Many of our travelers are rescheduling and space is filling up fast, especially on our most popular journeys. Save your spot now!

To learn how you can take advantage of a return of up to 20% or more on your travel investment, please call our Concierge at **1-800-322-6677**. Or you can always reach us via the chat function on our homepage or by email at customercare@vantagetraavel.com.

On behalf of the entire Vantage family, I want to thank you again for your loyalty. When this is over, and it will be over, we'll be looking forward to seeing you on one of our journeys again.

Sincerely,



Henry R. Lewis
 Founder & Chairman
 Vantage Deluxe World Travel



Reservations & General Information

Toll-free: 1-800-322-6677

Monday to Friday: 10 a.m. to 7 p.m. EST

Saturday and Sunday: 10 a.m. to 6 p.m. EST

Questions or comments? [Contact us](#).

To ensure our messages are delivered properly to your inbox, add mid@emails.vantagetraavel.com to your address book or safe list.

Terms & Conditions:

For offer details and terms and conditions on risk-free cancellation, please click [here](#).

110% Future Travel Credit is worth 110% of funds paid for original booking. 110% Future Travel Credit must be applied within twelve (12) months of original departure date and can be applied to a new booking departing in either 2020 or 2021. If after 12 months the future travel credit has not been applied, passengers will be refunded the amount paid on their original booking, not the value of the future travel credit. Any unused portion will be refunded based on the original amount paid, not on the future travel credit.

For details regarding General Terms & Conditions, see the Tour Participation Agreement [here](#). Every effort has been made to produce this information accurately. Vantage Deluxe World Travel reserves the right to correct errors.

Visit our full Terms & Conditions [here](#).

Visit our website at www.vantagetravel.com.

Customer #: [REDACTED]



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Vantage Travel • 90 Canal St • Boston, MA • 02114 US

EXHIBIT M-2

[REDACTED] an enhanced opportunity related to your canceled journey

To [REDACTED]

To view this email as a web page, click [here](#).



MORE INFORMATION: 1-888-982-6824

Dear [REDACTED]

Thank you for choosing to travel with Vantage. You've placed your trust in us because you expect — and deserve — a level of service and quality of experience that is second to none. However, we recognize the disappointment that you were unable to fulfill your travel dreams. Since founding Vantage 36 years ago, I have never witnessed a global challenge that has rattled the travel industry more than the coronavirus pandemic.

Since temporarily suspending operations on March 11, we've remained hard at work to keep up with developments across the globe while making decisions that best serve our travelers and our worldwide associates. We disrupted journeys in progress to repatriate our travelers. We postponed journeys, then postponed them again. We shifted our communication efforts to share the world with you digitally. We asked our global associates to work from home.

Now, under the guidance of the World Health Organization and regional local health authorities, we're creating new health and safety protocols so that your health, safety, and security continue to be our top priority once we start traveling again.

While our intentions have been good during this crisis, we know that there's always room for improvement. If we've disappointed you in any way, I sincerely apologize. We are a deluxe travel company trying to navigate a world in which we cannot travel right now, which not only directly impacts you and me, but the thousands of hardworking, dedicated people who work hard to make our journeys possible. Travel really is about connection, and for every Vantage journey, there is a chain of people who made it happen — from our associates in the Boston headquarters to ship captains, crew members, chefs, Adventure Leaders and Cruise Directors. It takes a village.

And, of course, **you**. We really couldn't do all this without you.

As the world slowly starts to reopen, we want to make sure that you experience your first Vantage journey and that we make good on our promise to you, which is to deliver an absolutely unforgettable travel experience that you'll be talking about for years to come.

That's why I'd like to offer you **an exclusive Future Travel Credit valued at 130% of the funds paid to us, plus your choice of a free premium airfare upgrade OR a free cabin upgrade.** This exclusive offer can be used on any of our journeys in 2020 and 2021, including our new Ocean Explorer.

By accepting this Future Travel Credit, you're not only making an investment in travel and in the kind of world you want to see again once this crisis is over, but you are assuring that the diligent, tireless, and wonderful people I mentioned earlier continue to study, plan, and deliver the best travel experiences for you.

If you'd like to speak with our Concierge about taking advantage of this exclusive offer or have questions about your journey, we're just a click away via the chat function on our homepage. Or, you can always give us a call at **1-888-982-6824** or email us at or email us at customercare@vantagetravel.com.

If you'd rather receive a refund, we understand and appreciate your patience as we adapt to this ever-changing travel climate.

I've said it before and I'll say it again: **We will get through this**, and we'll do it **together**. Vantage will be ready for you when you're ready to travel again.

Thank you for all your support — then, now, and going forward.

Sincerely,

Henry R. Lewis
Founder & Chairman
Vantage Deluxe World Travel



Reservations & General Information

Toll-free: 1-888-982-6824

Monday to Friday: 10 a.m. to 7 p.m. ET
Saturday and Sunday: 10 a.m. to 6 p.m. ET

Questions or comments? [Contact us](#).

Terms & Conditions:

130% Future Travel Credit is worth 130% of funds paid for original cancelled booking which will be transferred into a pending reservation. To take advantage of the 130% Future Travel Credit and choice offer, guests need to contact Vantage no later than June 30, 2020. 130% Future Travel Credit can be applied to new booking departing in either 2020 or 2021 within twelve (12) months of accepting this offer. Travelers receiving cabin upgrades will be moved to the next highest cabin class. For full terms and conditions, please click [here](#).

To ensure our messages are delivered properly to your inbox, add mid@emails.vantagetravel.com to your address book or safe list.

Customer #: [REDACTED]



This email was sent to: [REDACTED]

This email was sent by: Vantage Travel
90 Canal St, Boston, MA, 02114, US



We respect your right to privacy - [view our policy](#)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Plaintiff,

v.

VANTAGE TRAVEL SERVICES, INC. d/b/a
VANTAGE DELUXE WORLD TRAVEL,

and

HENRY ROLAND LEWIS, Individually and as
Principal of Vantage Travel Services, Inc.

Defendants.

CIVIL DIVISION

Code 020 - Equity

No. _____

COMPLAINT

CERTIFICATE OF COMPLIANCE

I, Kevin R. Green, Esq., hereby certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

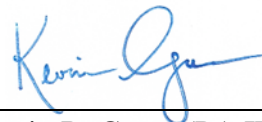
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 06/08/2023

By:



Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
For the Plaintiff