

**SCHEDULE “A” – CLAIMS DISPUTE PROTOCOL
(OLD REPUBLIC INSURED TRIPS SETTLEMENT)**

1. In the event that any Class Member disagrees with the Settlement Amount received by them from the Settling Defendants and accordingly wishes to dispute that amount, that Class Member may seek to have their Settlement Amount varied in accordance with the procedure outlined in this Claims Dispute Protocol.
2. The Class Member shall first, within 30 days of receiving the Notice (as defined in the Class Notice Protocol attached as Schedule “C” to the Settlement Agreement), notify the Settling Defendants, in writing, of their position by sending an email outlining their position to COVID19Cancel@worldstrides.com (the “Dispute Email”).
3. The Dispute Email shall (a) specify what the Class Member views as the value of their Claim, and therefore the appropriate Settlement Amount, (b) explain the basis for that position, and (c) attach any supporting documentation.
4. The Settling Defendants shall confirm receipt of any Dispute Emails received within two (2) business days of receipt.
5. The Settling Defendants shall consider each and every Dispute Email reasonably and in good faith, with a view to honouring their agreement under this Settlement Agreement to refund each Class Member the full amount they paid for their Old Republic Insured Trip(s) for which they have not received a monetary refund or reimbursement as of the Effective Date (*i.e.*, to pay the full amount of each Class Member’s Claim).
6. The Settling Defendants shall respond to each Dispute Email within ten (10) calendar days of receipt to advise whether they agree to vary the Settlement Amount, as requested.
7. If the Settling Defendants agree to vary a Settlement Amount, the Settling Defendants shall pay the difference between the Settlement Amount initially paid to the Class Member and the varied Settlement Amount to the Class Member in accordance with paragraph 7 of the Minutes of Settlement (*i.e.*, directly, by the same payment method, and within fifteen (15) days).
8. If the Settling Defendants decline to vary a Settlement Amount as requested, the Class Member may choose to refer the matter to an Independent Claims Adjudicator by responding to the Settling Defendants within five (5) days indicating their intention to do so.
9. The Settling Defendants shall then, within ten (10) days, appoint an Independent Claims Adjudicator, and notify the Class Member in writing of the appointment.

10. The Independent Claims Adjudicator shall open a file for each matter referred to it (a “**Claim File**”) within five (5) business days of receiving such notice, and advise the Settling Defendants and Class Member that it has done so.
11. The Class Member and Settling Defendants will then each have ten (10) business days from the delivery of the notice referred to in section 10 above to provide their positions to the Independent Claims Adjudicator, in-writing, with those submissions not exceeding two pages, plus attachments.
12. In respect of each matter referred to the Independent Claims Adjudicator, he or she shall make a final determination as to the amount of the Class Member’s Claim within ten (10) business days of receiving the parties’ positions in writing, or as soon as reasonably possible thereafter.
13. If the Independent Claims Adjudicator decides that any Class Member’s Claim exceeds the amount the Settling Defendants have paid the Class Member, the Settling Defendants shall pay the difference to the Class Member in accordance with paragraph 7 of the Minutes of Settlement within fourteen (14) days of the Adjudicator’s decision.
14. The Settling Defendants shall pay the costs of the Claims Adjudicator, unless the Claims Adjudicator directs otherwise.
15. Any decisions rendered by the Independent Claims Adjudicator shall be final and binding on all parties, and not subject to appeal or review by either party.