
RIU RESORTS SETTLEMENT

CLAIM PACKAGE

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1. Privacy Statement

Personal Claimant Information is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act* (PIPEDA):

- For the purpose of operating and administering the Riu Resorts Litigation Settlement Agreement;
- To evaluate and consider the claimant's eligibility status under the Riu Resorts Litigation Settlement Agreement;
- The information remains strictly private and confidential and will not be disclosed without the express written consent of the claimant, except as provided in the Riu Resorts Litigation Settlement.
- The Administrator shall preserve the information until the last claim has been paid and at such time shall dispose of the information by shredding or such other means as will render the materials permanently illegible

2. Riu Resorts Settlement Agreement Summary

A. Overview

Claimants will be eligible to receive settlement payments if they booked a vacation package with MyTravel Canada Holidays Inc. and stayed at Riu Resorts in Puerto Plata, Dominican Republic between December 20, 2004 and March 31, 2005 and had symptoms consistent with norovirus (see Claim Form).

Class Members will have until **April 18, 2011** to file a Claim.

Travel companions who spent part of their vacation caring for Class Members who had physical symptoms for three or more days and sought medical attention may be eligible to file claims.

B. Opting Out

Members of the Class may exclude themselves from the settlement by submitting an Opt Out Form to the Claims Administrator by regular first class mail or courier, post-marked or submitted to the courier, as the case may be, before the Opt Out Deadline of **February 18, 2011**.

Class Members who do not Opt Out shall be bound by this Settlement Agreement and, in the absence of a timely Claim, shall not be entitled to any payment under this Settlement Agreement.

Opt Out Forms can be obtained from the Claims Administrator by visiting www.npricepoint.com or by calling 1-866-432-5534.

C. Required Documentation

Medical Attention Documentation:

See attached Schedule A (pages 4-5) to determine your Injury Level and the corresponding documentation needed for that Injury Level.

D. Out of Pocket Expenses (Level 3 Class Members Only)

1. Receipts including dates, locations and products purchased

E. Loss of Income (Level 3 Class Members Only)

- (a) Records showing typical income for the period in question along with records showing diminished income along with a statement from your treating physician that you were unable to perform the duties of your occupation.

F. Travel Companion Settlements

Travel companions who spent part of their vacation caring for Level 3 class members who had physical symptoms for three or more days and sought medical attention may be eligible to file claims.

In order to be eligible, the traveling companion must be a spouse, adult child, parent, grandparent, adult brother or adult sister, or an adult whose trip was on the same booking number.

G. Deficiencies

There are opportunities for correcting some deficiencies. If, during Claims processing, the Claims Administrator finds that technical deficiencies exist in a Claimant's Claim Form or Supporting Documentation that the Claims Administrator determines preclude the proper processing of such Claim, the Claims Administrator shall notify the Claimant via first class regular mail of the technical deficiencies, and shall allow the Claimant sixty (60) days from the mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the sixty (60) day period, the Claims Administrator shall reject the Claim. The Claimant will have no further opportunity to correct the technical deficiency;

Technical deficiencies shall not include missing deadlines for submitting Claim Forms.

H. Arbitration

Class Members who had physical symptoms for three or more days and sought medical attention may elect to have their claim evaluated by an Arbitrator by electing on the Claim Form.

3. Riu Resorts Settlement Claim Form Instructions

To establish your right to compensation under the terms and conditions of the Riu Resorts Settlement Agreement, you **must submit a completed, executed and verified Claim Form, along with any Supporting Documentation** to the Claims Administrator at the address below, postmarked no later than **April 18, 2011**. Failure to do so will result in the rejection of your claim.

Persons who do not submit a fully completed Claim Form shall forever forfeit their right to compensation from the Settlement and will be precluded from ever bringing an action against any of the Released Parties unless they have previously Excluded themselves from this Settlement.

If you require assistance or advice regarding completion of the Claim Form or have questions or concerns regarding your claim, you may retain legal counsel at your own expense, or contact the Claims Administrator at: 1-866-432-5534.

Please keep copies of all documentation sent to the Claims Administrator for your records. You are urged to act immediately. Do not wait until the last few weeks before the claims deadline, as completing the documentation process takes time.

Schedule "A"

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p><u>Level 1</u></p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for seven (7) or less days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting between for one (1) or more days, but did not seek medical attention.</p> <p>OR</p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for more than seven (7) days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting between one (1) and three (3) days, but did not seek medical attention.</p>	<ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus. 2. Completed claims form containing further information on illness and reason for not seeking medical attention. 	<p>\$650 per Class Member</p>
<p><u>Level 2</u></p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 to March 31, 2005 for more than seven (7) days, had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue lasting for four (4) or more days, but did not seek medical attention.</p>	<ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus. 2. Completed claims form containing further information on illness and reason for not seeking medical attention. 	<p>\$1,250 per Class Member</p>

<p><u>Level 3</u></p> <p>Class Members who stayed at a Riu Resort between December 20, 2004 and March 31, 2005 and had physical symptoms consistent with norovirus including nausea, vomiting, diarrhea and stomach cramps, low-grade fever, chills, headache, muscle aches and fatigue for three (3) or more days and who sought medical treatment.</p>	<ol style="list-style-type: none"> 1. Sworn declaration attesting to physical illness consistent with norovirus; 2. Supporting contemporaneous medical documentation of physical illness showing illness was caused by or consistent with physical symptoms of norovirus. "Contemporaneous" means that medical treatment was sought during the holiday or within two weeks of the Class Member's return to Canada; 3. If out-of-pocket expenses or loss of income are claimed, supporting documentation in the form of receipts, employment/income information, etc.; and 4. Information in respect of claims from any Care Giver Class Members, up to a maximum of two (2) per Level 3 claimant (neither of whom may be entitled to compensation under Levels 1, 2 or 3 or have been found eligible for compensation in connection with any other Level 3 claimant). 	<p>\$2,500 per Class Member</p> <p>+ documented out-of-pocket expenses and loss of income together to a maximum of \$2,500 per Class Member</p> <p>+ \$250 per Care Giver Class Member</p> <p>OR, ALTERNATIVELY</p> <p>Arbitration is available for claimants falling into Level 3 at the request of the claimant. MyTravel may also challenge a level 3 grid claim by referring the claim to arbitration</p>
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IMPORTANT DEADLINES:

February 18, 2011 - Deadline to Opt Out from Settlement Agreement

April 18, 2011 - End of Claim Period. Deadline to File Claim

ALL REQUIRED CLAIM FORMS AND DOCUMENTATION,
MUST BE SUBMITTED BY THE ABOVE LISTED DEADLINES TO:

NPT RicePoint Class Action Services
P.O. BOX 3355
London, ON N6A 4K3
Toll Free: 1-866-432-5534
Email: mytravel@nptricepoint.com
www.npricepoint.com

***** In no event will claims postmarked after April 18, 2011 be considered *****