

Maryland residents at the time they purchased their policies of insurance or submitted their claims; (c) submitted a covered claim for medical expenses, lost earnings or other benefits under Personal Injury Protection coverages issued as part of their insurance contract, but whose claims, though not disputed by Travelers at the time, were not paid by Travelers at any time prior to the expiration of thirty days and without interest (d) during the period of August 6, 2004 through December 2, 2009.

If you meet the criteria of the class definition set forth above, you are a member of the class on whose behalf certain claims are being asserted in this action now pending in the United States District Court for the District of Maryland.

Pursuant to Rule 23(C)(2) of the Federal Rules of Civil Procedure, and by Order of the United States District Court for the District of Maryland, in the case of *Helane Bulmash v. The Travelers Indemnity Company*, this Notice is issued (a) to advise you of certain claims being asserted in this action now pending in the United States District Court for the District of Maryland; (b) to advise you of a proposed settlement of those claims and of a hearing to consider the settlement on **September 10, 2010, at 9:30 a.m.** before the Honorable J. Frederick Motz, Room 5A, 101 W. Lombard Street, Baltimore, MD 21201; and (c) to advise you of certain rights as a prospective class member.

I. DESCRIPTION OF THE LITIGATION

Plaintiff, on behalf of herself and all other individuals similarly situated, filed this class action (the “Action”) on August 6, 2007, against The Travelers Indemnity Company in the United States District Court for the District of Maryland.

Plaintiff alleges that failed to pay statutory interest to insureds who submitted claims from August 6, 2004, through the present, for medical expenses, lost wages, or other benefits pursuant to Md. Code Ann., Insurance §19-508, which claims were paid by Travelers after 30 days. Travelers denies all of Plaintiff’s allegations.

Plaintiff and Travelers have entered into a proposed settlement agreement (the “Settlement Agreement”) to resolve the Action. Plaintiff’s counsel has conducted a thorough study and investigation of the law and the facts relating to the claims asserted in the Action and has concluded that, taking into account the benefits that the class will receive and the risks and delays of further litigation, the Settlement Agreement is fair and reasonable and in the best interests of Plaintiff and members of the class. Upon approval of the Settlement Agreement, Judge Motz is expected to dismiss the Action on the merits and with prejudice.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims asserted by Plaintiff or any defenses asserted by Travelers.

II. THE PROPOSED CLASSES AND YOUR RIGHT TO BE EXCLUDED

For purposes of this settlement only, the Court has provisionally defined and certified the class described above. If you fall within the class as defined above (the “Class”), you are automatically a member of the Class (“Class Member”).

The Court has also certified Plaintiff Helane Bulmash as Class Representative for the Class, and has certified as counsel for the Class (“Class Counsel”) the following attorney:

John S. Spadaro
John Sheehan Spadaro, LLC
724 Yorklyn Road, Suite 375
Hockessin, DE 19707

If you fall within either the definition of the Class, you will automatically be a Class Member unless you exclude yourself from the Class as provided for in this Notice. You have a choice as to whether or not you remain a Class Member. Either choice will have its consequences, which you should understand before making your decision.

If you want to remain a Class Member and receive benefits under the Settlement Agreement:

By electing to remain in the Class:

1. You will have the right to participate in the settlement and be entitled to the benefits as described in this Notice at Section III below;
2. You will not be personally responsible for fees and costs associated with Class Counsel’s representation of your interests in this matter; and
3. You will be bound by the Settlement Agreement as ultimately approved by the Court and thus precluded from further litigation of any claims asserted or that could have been asserted against Travelers in the Action or arising out of the conduct complained of in the Action.

To be eligible to receive a benefit as a Class Member, you must submit a valid Proof of Claim on or before **July 30, 2010**. To be valid, a Proof of Claim must:

1. Be truthfully completed;
2. Be dated and verified as provided for on the Proof of Claim;
3. Establish that the person submitting the claim is a Class Member and is entitled to assert the claim for which the form is provided;
4. Include, if available, documentation sufficient to verify the amount of the person’s claim, including copies of the relevant medical bills; and

5. Be mailed, postage prepaid, in an envelope postmarked no later than **July 30, 2010** and addressed to the ***Bulmash v. Travelers Claims Administrator, c/o Delaware Claims Agency, LLC, 230 North Market Street, P.O. Box 515, Wilmington, DE 19801.***

The Proof of Claim form is included with this Notice. You must notify the Claims Administrator of any change in your address that occurs between the date you submit the Proof of Claim and when you are sent your settlement check, to the extent entitled. Failure to do so may result in your check being returned to the Claims Administrator and voided. If you do not exclude yourself from this settlement, you will be bound by the Settlement Agreement even if you do not timely submit a Proof of Claim.

If you want to exclude yourself from the Settlement Agreement:

By electing to be excluded from the Class:

1. You will not receive any payment as a result of the settlement;
2. You will not be bound by the Settlement Agreement; and
3. You may present any claim you may have against Travelers by filing your own Action. However, there can be no assurance that such individual action with respect to the claims in this case could be maintained or that it would be successful.

If you want to be excluded from the Class, you must mail a notice of exclusion to the Claims Administrator at the address listed above. The notice of exclusion must be in writing and postmarked no later than **July 30, 2010**. The notice of exclusion must include a short statement stating that, "I do not want to be a Class Member in *Bulmash v. The Travelers Indemnity Company*, Civil Number 07-2075, in the United States District Court for the District of Maryland." The notice of exclusion must include your name and address.

III. THE PROPOSED SETTLEMENT

Plaintiffs and Travelers have entered into a Settlement Agreement which has been preliminarily approved by the Court and which will be considered for final approval on **September 10, 2010, at 9:30 a.m.**, which hearing you have a right to attend. The principal terms of the proposed Settlement Agreement, which will become effective if it is finally approved by the Court, are as follows:

Members of the Class who timely submit full and complete signed Proofs of Claim, as set forth above and as subject to audit in all cases, shall receive a Sixteen Dollar (\$16.00) payment ("Settlement Payment"), as subject to audit in all cases.

In addition to the payments set forth above, Travelers agrees to pay the Claims Representative an aggregate incentive award of \$6,000 and to pay Class Counsel attorney fees of \$42,000, both subject to Court approval.

All claims of Class Members who do not request exclusion shall be dismissed with prejudice, whether or not they submit a timely Proof of Claim, and Class Members shall fully and finally release, and shall be forever barred from bringing, any claims which have been or could have been asserted in the Action against Travelers, its parents, affiliates, subsidiaries, divisions, predecessors, successors, agents, assigns and legal representatives, and the past and present officers, directors, principals, agents, employees and legal representatives of each such entity.

The foregoing description of the proposed Settlement Agreement is a summary only. The complete Settlement Agreement is available for inspection in the Court file. You may also obtain a copy of this Notice and Proof of Claim from the website: www.delclaims.com.

IV. WHAT THE SETTLEMENT MEANS

The proposed settlement is intended to settle all claims and causes of action that have been or could have been asserted by any Class Member against Travelers with respect to the allegations in the Action. If you do not exclude yourself from the Class and the Settlement Agreement is approved and becomes final, you will fully and finally release all such claims. The release will extend to Travelers, its parents, affiliates, subsidiaries, divisions, predecessors, successors, agents, assigns and legal representatives, and the past and present officers, directors, principals, agents, employees and legal representatives of each such entity. **If you do not exclude yourself from the Class and the Settlement Agreement is approved and becomes final, you will be deemed to have entered into this release, whether or not you receive settlement payments or benefits or file a Proof of Claim.**

If the Court's approval of the Settlement Agreement becomes final, the settlement will be consummated. If the Settlement Agreement is not approved by the Court or does not become final for any other reason, the Action will continue.

V. HEARING ON THE SETTLEMENT

The Court will hold a hearing in Courtroom 5A of the United States District Court for the District of Maryland, 101 W. Lombard Street, Baltimore, MD 21201, on **September 10, 2010, at 9:30 a.m.** to determine the fairness of the settlement (the "Final Hearing"). The Final Hearing may be continued without further notice. It is not necessary for you to appear at the Final Hearing.

Any Class Member who has not elected to be excluded from the Class may object to approval of the proposed settlement or to the application for attorneys' fees, and may appear at the Final Hearing, individually or through the Class Member's own counsel, but only if such Class Member has submitted a written objection and notice of intention to appear.

Any such objection must be made in writing and must be filed with the Court and served on designated counsel of record at the addresses set forth below on or before **July 30, 2010**. Any objection to the settlement must begin with the words, "I object to the proposed settlement in *Bulmash v. The Travelers Indemnity Company*, Civil Number 07-2075, in the United States District Court for the District of Maryland." All objections must be in writing and must include: (1) proof that the objector or intervenor is a member of the Class as defined above;

(2) a notice of intent to appear at the Final Hearing; (3) a statement of each objection being asserted; (4) a detailed description of the facts and legal authorities underlying each objection; (5) a list of witnesses who may be called to testify at the Final Hearing, whether in person, by deposition, or affidavit; and (6) a list of exhibits, and copies of same, which the objector may offer at the Final Hearing. All documents specified in this paragraph must be filed with the Court and served upon designated Class Counsel and counsel for Travelers no later than **July 30, 2010**, at the following addresses:

The Court: Clerk, United States District Court
101 W. Lombard Street
Baltimore, MD 21201

Designated Class Counsel: John S. Spadaro
John Sheehan Spadaro, LLC
724 Yorklyn Road, Suite 375
Hockessin, DE 19707

Travelers' Counsel: Steven M. Klepper
Kramon & Graham, P.A.
One South Street, Suite 2600
Baltimore, MD 21202-3201

VI. ADDITIONAL INFORMATION

The pleadings and other records in this Action, including copies of the complete Settlement Agreement, may be examined at any time during regular office hours at the office of the Clerk of the United States District Court for the District of Maryland.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF COURT, OR ANY DEFENDANT ABOUT THIS NOTICE OR THE ACTION, WITH THE EXCEPTION THAT CLASS MEMBERS MAY CONTACT THE CLERK OF COURTS IN ORDER TO REVIEW THE SETTLEMENT AGREEMENT, OR FILE A WRITTEN OBJECTION TO THE SETTLEMENT AND STATEMENT OF INTENT TO ATTEND THE FINAL HEARING.

IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT THE CLAIMS ADMINISTRATOR BY WRITING ***BULMASH V. TRAVELERS CLAIMS ADMINISTRATOR***, C/O DELAWARE CLAIMS AGENCY, LLC, 230 NORTH MARKET STREET, P.O. BOX 515, WILMINGTON, DE 19801, OR BY CALLING TOLL-FREE (800) **838-6773**. YOU MAY ALSO CONTACT CLASS COUNSEL, **JOHN S. SPADARO**, JOHN SHEEHAN SPADARO, LLC, 724 YORKLYN ROAD, SUITE 375, HOCKESSIN, DE 19707, TELEPHONE (302) **235-7745**.

Must be Postmarked
No Later Than
July 30, 2010

Bulmash v. The Travelers Indemnity Company Settlement
Claims Administrator
c/o Delaware Claims Agency, LLC
230 North Market Street
P.O. Box 515
Wilmington, DE 19801
(800) 838-6773

Claim Number:

Control Number:

CORRECTIONS OR ADDITIONAL INFORMATION

Write any name and address corrections below if any corrections are necessary OR if there is no preprinted data to the left, please provide your name and address here:

Daytime Telephone Number:

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PROOF OF CLAIM

THIS PROOF OF CLAIM, ALONG WITH ANY NECESSARY VERIFYING DOCUMENTS, MUST BE SENT TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED ON OR BEFORE JULY 30, 2010.

This Proof of Claim is provided pursuant to and subject to the terms of the Settlement Agreement and Notice of Pendency of Class Action and Proposed Settlement (the "Notice") in a lawsuit presently pending before the United States District Court of Maryland, captioned Helane Bulmash v. The Travelers Indemnity Company, Civil No. 07-2075 (the "Lawsuit"). This Proof of Claim sets forth the requirements for filing a Proof of Claim pursuant to the Settlement Agreement and the Notice.

INSTRUCTIONS

Claims will be allowed only if the proposed Settlement is finally approved by the Court. In order for your claim to be valid, you must: (1) fall within the definition of the Class as described in the Notice; (2) completely and truthfully answer the following questions to the best of your ability, sign below, attaching any papers requested as proof of your eligibility (to the extent you can locate such papers); and (3) timely mail the form, postage prepaid, to the address indicated below.

If you are NOT a member of the Class as defined in the Notice, do not submit any form. If you believe you are a member of the Class, however, please follow the instructions, checking all boxes that apply, completing and enclosing all requested information. **If you do not complete the form properly, or if you choose benefits to which you are not entitled, your Proof of Claim will be invalid, and will be returned to you at the address you provide, unprocessed.** Neither the parties to this action

nor any of their attorneys shall have any liability to you if you fail to complete this form properly.

If you believe you are a member of the Class, please complete all information requested below and check only those boxes that apply.

During the period _____ to _____, I was insured or covered under a policy of private
mm/dd/yy mm/dd/yy
passenger automobile or commercial vehicle insurance, which provided for Personal Injury Protection coverage issued by Travelers, as defined in the Notice.

Please fill in the boxes below and check one or more boxes that may apply to you.

Policy Number (if available)

Make

Model

Year

- I submitted a claim for Personal Injury Protection benefits under my policy with Travelers during the period of August 6, 2004 to December 2, 2009.
- I received payment for my claim more than 30 days after I submitted my claim without interest that was owed to me.
- I am attaching copies of relevant medical bills that I have been able to locate.

I declare, under penalty of perjury, that the foregoing statements are true and correct to the best of my knowledge and belief.

Date

Signature

Please Print Name

Please mail your completed Proof of Claim form, postage prepaid, and postmarked no later than July 30, 2010, to the following address:

Bulmash v. Travelers Settlement Claims Administrator
c/o Delaware Claims Agency, LLC
230 North Market Street
P.O. Box 515
Wilmington, DE 19801