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**A class action settlement involving Liberty Mutual homeowners insurance may provide payments to those who qualify**

A settlement has been reached in a class action lawsuit about whether Liberty Mutual Fire Insurance Company ("Liberty") improperly applied a deductible to actual cash value ("ACV") payments when adjusting claims for losses to dwellings or other structures under homeowners insurance policies. Liberty denies the allegations in the lawsuit, and there has been no final determination about who is right.

The United States District Court for the Western District of Missouri, Central Division, will have a hearing to decide whether to give final approval to the settlement so that payments can be made. Those included in the class action, together called a "Class," may ask for a payment, exclude themselves from the settlement, object to it, or ask to speak at the hearing. There is a detailed notice available by calling toll-free or going to the website below.

**WHO'S INCLUDED?**

Liberty's records indicate you may be a Class Member. Generally, the Class includes everyone who received an ACV payment for a loss to their dwelling or other structures where: (1) the loss occurred between April 8, 2004 and August 1, 2016; (2) a deductible was applied to the ACV payment; and (3) the loss occurred under homeowners policy form HO 03 (Edition 04 91). Those receiving replacement cost payments are not included in the Class. See the website identified below for additional information regarding Class membership and exclusions.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement will compensate qualifying Class Members for Liberty's alleged improper application of a deductible to ACV payments. Liberty has maintained that it has properly applied deductibles when adjusting claims and has denied all allegations that it acted wrongfully or unlawfully.

A settlement stipulation, available at the website or by calling toll free, describes all the details about the proposed settlement.

**WHAT DO CLASS MEMBERS GIVE UP?**

Unless you exclude yourself from the Class, you can't sue Liberty over the claims settled in this case. It also means all the Court's orders in this case will legally bind you. You also will agree to release and discharge Liberty from any claims related to this case. For further explanation of this release see the settlement stipulation available at [www.HeckmannSettlement.com](http://www.HeckmannSettlement.com).

**HOW MUCH COULD YOU GET?**

Payments to eligible Class Members depend on the type of claim and insurance policy documents they had. Eligible Class Members whose losses were caused by something other than wind or hail, or whose insurance policy did not include a wind and hail endorsement can receive up to 100% of the deductible applied to their claim. Eligible Class Members whose losses were caused by wind or hail and whose insurance policy included a wind and hail endorsement can receive up to 10% of the deductible

applied to their claim. Payments may be reduced if the amount of eligible claim payments exceeds the amount available to pay such claims. Other limitations and exclusions may apply, as explained in the settlement stipulation.

**HOW DO YOU ASK FOR A PAYMENT?**

Fill out the attached claim form and mail it postmarked by August 8, 2018 to the address on the form.

**WHAT ARE YOUR OTHER OPTIONS?**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 6, 2018, or you won't be able to individually sue Liberty about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 6, 2018. The detailed notice and settlement stipulation explain how to exclude yourself or object. Both are available at the website or by calling the toll-free number listed below.

The Court will hold a hearing in this case on August 24, 2018 at 10:00 a.m. at the United States District Court for the Western District of Missouri, Central Division, Jefferson City, Missouri, to consider whether to approve the settlement, and a request by the lawyers representing Class Members (Nelson, Terry, Morton, DeWitt & Paruolo of Edmond, Oklahoma; Steelman, Gaunt & Horsefield of Rolla, Missouri; and Hearne & Pivac of Springfield, Missouri) for costs and expenses of \$240,000. The lawyers are not requesting any attorney fees. The lawyers for the Class will also request that a total amount of \$10,000 be awarded to the three Class Representatives for representing the Class. The total amount available to pay all eligible Class Member claims, costs and expenses of the lawyers and the Class Representative fees is \$400,000. If any amount remains following payment of all eligible Class Member claims, the lawyers' request for \$240,000 in costs and expenses and Class Representative fees, the lawyers may ask the Court for the payment of additional costs and expenses they incur above \$240,000. You or your own lawyer may appear and speak at the hearing, at your own cost, but you don't have to. If the Court approves the settlement, Liberty will be released from all liability for the claims in this case. The settlement stipulation explains this fully.

**HOW DO YOU GET MORE INFORMATION?**

For more information on the case (*Jean Heckmann, Eric LaFollette and Camille LaFollette v. Liberty Mutual Insurance Company*, Case No. 2:14-CV-04147-NKL), call toll free, visit the website, or write to Heckmann v. Liberty Mutual Settlement, c/o GCG, P.O. Box 10562, Dublin, OH 43017-7262. Do not contact the Court.

**1 (877) 690-8231**

**[www.HeckmannSettlement.com](http://www.HeckmannSettlement.com)**