

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA

NOTICE OF CLASS ACTION SETTLEMENT

If you own or owned a Classic Term UL I or Classic Term UL II life insurance policy issued or insured by North American Company for Life and Health Insurance or its predecessors, you may be affected by a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement has been reached in a certified class action lawsuit called *PHT Holding II LLC v. North American Company for Life and Health Insurance*, Case No. 4:18-cv-00368-SMR-HCA (the “Settlement”).
- PHT Holding II LLC (“Plaintiff”) alleges that North American Company for Life and Health Insurance (“Defendant”) imposed unlawful cost of insurance (“COI”) charges on Classic Term UL I and II policyowners. Plaintiff asserts that North American’s failure to lower COI rates when its expectations as to future mortality experience allegedly improved violated the terms of the policyowners’ contracts, and that Plaintiff and members of the Class have been damaged as a result. Defendant denies Plaintiff’s claims. Defendant asserts multiple defenses, including that it had no contractual obligation to decrease COI rates. It also asserts that future mortality improvement already was assumed when the COI rates were set at the inception of the contracts. The Court has not decided who is right or wrong. Instead, both sides have agreed to the Settlement to avoid risks, costs, and delays of further litigation.
- If the Court approves the Settlement, Defendant will make available a total settlement amount of \$59 million in combined cash payments and Accumulation Value Credits. This amount will be used to make cash payments to terminated policyholders and policy account credits for active policyholders, and to pay settlement administration costs, any Class Counsel’s fees and expenses, and any Service Award to the Plaintiff, as further detailed in Question 18.
- You are a Class Member if you own or owned a Classic Term UL I or Classic Term UL II life insurance policy issued or insured by North American Company for Life and Health Insurance, or its predecessors, during the Class Period outlined in Question 7. Excluded from the Class are Defendant, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; anyone employed with Plaintiff’s counsel’s firms; and the Judge to whom this case is assigned and her immediate family.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
Do Nothing	<ul style="list-style-type: none"> • Get certain benefits from the Settlement — Automatically receive an Accumulation Value Credit on active policy(ies) or a cash payment in the mail if your policy(ies) is terminated at the time of distribution • Be bound by the Settlement • Give up your right to sue Defendant for the claims that were or could have been alleged in this case through the Final Approval Date. 	
Ask to be Excluded (“Opt Out”)	<ul style="list-style-type: none"> • Remove yourself from the Class • Get no benefits from the Settlement • Keep your right to sue Defendant, at your own expense, for the claims in this case <p style="text-align: center;">If you previously opted out of this Action, you do not need to opt out again</p>	Postmarked by October 30, 2023
Object	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement. 	Filed and served by October 30, 2023

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check www.coiclassaction-na.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

Chief Judge Stephanie M. Rose of the United States District Court for the Southern District of Iowa (the “Court”) is in charge of this case. The case is called *PHT Holding II LLC v. North American Company for Life and Health Insurance*, Case No. 4:18-cv-00368-SMR-HCA (S.D. Iowa). PHT Holding II LLC is the Plaintiff in this case. The company being sued, North American Company for Life and Health Insurance, is called the Defendant.

2. What is this lawsuit about?

The class action lawsuit alleges that Defendant breached its contracts with certain policyowners. Plaintiff’s policy states, in part:

Cost of Insurance. The cost of insurance for the Insured is determined on a monthly basis. Such cost is calculated as (1) times (2), where: (1) is the cost of insurance rate as described in the Cost of Insurance Rates section. (2) is the net amount at risk, as defined in the Changing Death Benefit Options provision. . . .

Cost of Insurance Rates. The monthly cost of insurance rate is based on the sex, attained age, and rating class of the Insured. Policy duration is also a factor in determining the monthly cost of insurance rates. Attained age for the initial Specified Amount means age nearest birthday on the prior policy anniversary. Attained age for any increase in Specified Amount or increase in net amount at risk applied for when changing Death Benefit options means age nearest birthday on the prior anniversary of the date such increase became effective. Monthly cost of insurance rates are determined by us, based on our expectations as to future mortality experience. Any change in cost of insurance rates applies to all individuals of the same class as the insured. Under no circumstances are cost of insurance rates for insureds in that standard risk class greater than those shown in the Table of Guaranteed Maximum Insurance Rates. Age nearest birthday is used in determining such guaranteed maximum rates.

Plaintiff alleges that Defendant breached these contractual provisions because Defendant failed to lower its cost of insurance rates when its expectations as to future mortality experience allegedly improved, and that Plaintiff and members of the Class have been damaged as a result. Defendant denies Plaintiff’s claims and asserts multiple defenses, including that it had no contractual obligation to decrease COI rates and that the COI rates are and have always been in compliance with the contract. It also asserts that future mortality improvement already was assumed when the COI rates were set at the inception of the contracts.

3. Which life insurance policies are affected by the lawsuit?

Classic Term UL I or Classic Term UL II life insurance policies issued or insured by North American Company for Life and Health Insurance, or its predecessors, during the Class Period are affected by the lawsuit. The Class Period is defined in Question 7 of this Notice.

4. What is a class action and who is involved?

In a class action, a person(s) or entity(ies) called a “Class Representative(s)” sues on behalf of all individuals who have a similar claim. Here, Plaintiff represents other eligible policyowners (current and former) and together they are called the “Class” or “Class Members.” Plaintiff will serve as the Class Representative. Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

5. Why is this lawsuit a class action?

The Court decided that the breach of contract claim against Defendant in this lawsuit can proceed as a class action because it met the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representative’s claims are typical of the claims of the rest of the Class;
- The Class Representative and the lawyers representing the Class will fairly and adequately represent the interests of the Class;
- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Class Members; and
- The Class is ascertainable because it is defined by identifiable objective criteria.

In certifying the Class, the Court appointed Susman Godfrey LLP as Class Counsel. For more information, visit the Important Documents page at www.coiclassaction-na.com.

6. Why is there a Settlement?

Defendant denies any and all liability or wrongdoing of any sort with regard to Plaintiff’s allegations. The Court has not decided in favor of Plaintiff or Defendant. Instead, the parties have agreed to the Settlement to avoid the risks, costs, and delays of further litigation. Plaintiff and Class Counsel think the Settlement is in the best interests of the Class and is fair, reasonable, and adequate.

THE SETTLEMENT CLASS

7. Am I part of the Class?

The Class consists of all current and former owners of Classic Term UL I or Classic Term UL II life insurance policies issued or insured by North American Company for Life and Health Insurance, or its predecessors, during the Class Period.

The “Class Period” starts on the following dates:

Start Date of Class Period	Classic Term UL I or Classic Term UL II Issue State
Oct. 30, 2008	Illinois, Indiana, Iowa, Kentucky, Louisiana, Rhode Island, West Virginia, and Wyoming
Oct. 30, 2010	Montana and Ohio
Oct. 30, 2012	Alabama, Arizona, Connecticut, Georgia, Hawaii, Maine, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New Mexico, New York, North Dakota, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and Wisconsin
Oct. 30, 2013	Arkansas, Florida, Idaho, Kansas, Missouri, Nebraska, Oklahoma, and Virginia
Oct. 30, 2014	California, Pennsylvania, and Texas
Oct. 30, 2015	Alaska, Colorado, Delaware, Maryland, Mississippi, New Hampshire, North Carolina, South Carolina, and Washington, D.C.

8. Are there exceptions to being included?

Yes. Excluded from the Class are Defendant North American Company for Life and Health Insurance, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; anyone employed with Plaintiff's counsel's firms; any Judge to whom this case is assigned, and his or her immediate family; and any policyowner who validly opted out during the Original Opt-Out Period, which expired on January 3, 2023.

9. What if I am still not sure if I am included?

If you are still not sure whether you are a Class Member, please visit www.coiclassaction-na.com, call the Settlement Administrator toll-free at 1-844-633-0709, or write to: North American Company COI Settlement Administrator, c/o JND Legal Administration, P.O. Box 11037, Seattle, WA 98111.

WHAT SETTLEMENT CLASS MEMBERS GET

10. What does the Settlement provide?

Defendant will provide a total of \$59 million in combined cash payments and Accumulation Value Credits to the Class Members, Class Counsel, the Class Representative, and the Settlement Administrator. After payment of settlement administration costs, Class Counsel's attorneys' fees and expenses, and any service award to the Class Representative (see Question 18 below), the Settlement Administrator will distribute the remaining amounts to Class Members on a pro-rata basis calculated by dividing that Class Member's alleged COI overcharges by the total alleged overcharge damages incurred by the Class Members. Class Members with In-Force Policies will receive Accumulation Value Credits and Class Members with Terminated Policies will receive cash payments by check. No portion of the Settlement Fund will be returned to Defendant to keep for itself.

Questions? Call 1-844-633-0709 or visit www.coiclassaction-na.com

More details are in a document called the Settlement Agreement, which is available at www.coiclassaction-na.com.

11. What am I giving up by staying in the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant involving any claims that were released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The release in the Settlement is a historical release only and does not release any claims arising out of COI deductions made after the Final Approval Date. The Settlement Agreement is available at www.coiclassaction-na.com.

HOW TO GET A PAYMENT

12. How can I get a payment?

If you are entitled to a payment, you will automatically receive it. No claims need to be filed or submitted.

13. When will I get my payment?

Payments will be distributed by mail to Class Members with Terminated Policies and Accumulation Value Credits will be credited to Class Members with In-Force Policies after the Court grants “final approval” of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement or you want to keep the right to sue Defendant on your own about the claims released in the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

If you previously opted out of this class action, you do not need to opt out again.

14. How do I ask to be excluded?

To exclude yourself (or “Opt Out”) of the Settlement, you must complete and mail the Settlement Administrator a written request for exclusion. The exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement says that you want to be excluded from the Class;
- The case name (*PHT Holding II LLC v. North American Company for Life and Health Insurance*);
- The Classic Term UL I or Classic Term UL II insurance policy number(s) to be excluded; and
- Your signature.

Questions? Call 1-844-633-0709 or visit www.coiclassaction-na.com

You must mail your exclusion request **postmarked by October 30, 2023** to:

North American COI Settlement Administrator
c/o JND Legal Administration
P.O. Box 11037
Seattle, WA 98111

IF YOU DO NOT EXCLUDE YOURSELF BY OCTOBER 30, 2023, YOU WILL REMAIN PART OF THE CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as "Class Counsel."

Steven G. Sklaver
Krysta Kauble Pachman
Glenn C. Bridgman
Nicholas N. Spear
Halley W. Josephs
SUSMAN GODFREY LLP
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067-6029
ssklaver@susmangodfrey.com
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sard@susmangodfrey.com
rkirkpatrick@susmangodfrey.com
Telephone: 212-336-8330

18. How will the lawyers be paid?

Class Counsel will move for attorneys' fees not to exceed 33 1/3% of the value of all benefits provided by this Settlement to the Final Class Members, provided that all Class Counsel Fees and Expenses and all Settlement Administration Expenses, combined, will not exceed \$21,366,666.67. Class Counsel will also seek a Service Award up to \$25,000 for Plaintiff for its service as the representative on behalf of the Class. All such payments will be paid from the

\$59 million settlement amount made available by Defendant. You will not be responsible for direct payment of any of these fees, expenses, or awards.

19. Should I get my own lawyer?

If you stay in the Class, you do not need to hire your own lawyer to pursue the claims against Defendant. Class Counsel is working on behalf of the Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

20. How can I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendant. The written objection must include:

- The case name and number (*PHT Holding II LLC v. North American Company for Life and Health Insurance*, Case No. 4:18-cv-00368-SMR-HCA);
- Your full name, address, telephone number, and email address (if any);
- Your Classic Term UL I or Classic Term UL II insurance policy number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A statement of whether you intend to appear at the Fairness Hearing; and
- Your or your counsel's signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Clerk of the Court, with a copy served on Class Counsel and Counsel for Defendant by **October 30, 2023** at the following addresses:

Clerk of the Court
Clerk of Court U.S. District Court Southern District of Iowa 123 East Walnut Street Suite 300 Des Moines, IA 50309

Class Counsel	Counsel for Defendant
<p>Steven G. Sklaver Seth Ard Ryan Kirkpatrick Krysta Kauble Pachman Glenn C. Bridgman Nicholas N. Spear Halley W. Josephs SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029 ssklaver@susmangodfrey.com sard@susmangodfrey.com rkirkpatrick@susmangodfrey.com kpachman@susmangodfrey.com gbridgman@susmangodfrey.com nspear@susmangodfrey.com hjosephs@susmangodfrey.com</p>	<p>William H. Higgins Andrew J. Tuck Tania Rice ALSTON & BIRD, LLP 1201 W. Peachtree St., Suite 4900 Atlanta, GA 30309-3424 william.higgins@alston.com andy.tuck@alston.com tania.rice@alston.com</p>

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on November 28, 2023 at 10:00 a.m. CT at the United States District Court for the Southern District of Iowa, United States Courthouse, Courtroom 145, 123 East Walnut Street, Des Moines, Iowa 50309. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any Service Award payment to Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of any person who will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s Counsel no later than October 30, 2023.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

Those who are eligible to receive a payment from the Settlement do not need to do anything to receive payment; you will automatically receive a payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims being released in this Settlement before the Final Approval Date, ever again.

GETTING MORE INFORMATION

26. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at www.coiclassaction-na.com. You can also call the Settlement Administrator toll-free at 1-844-633-0709, or write to:

North American Company COI Settlement Administrator
c/o JND Legal Administration
P.O. Box 11037
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT