

# A class action settlement involving Nationwide homeowner's insurance will provide payments to those who qualify.

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A settlement has been reached in a class action lawsuit about whether Nationwide Mutual Insurance Company and certain affiliates ("Nationwide") improperly withheld payments of general contractor's overhead and profit from amounts paid on claims for structural losses under homeowner's policies.

The Circuit Court of Miller County, Arkansas 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?

Nationwide's records indicate you may be a Class member if you received this notice in the mail. Generally, the Class includes everyone who is, or was, insured under a Nationwide homeowner's policy that provided coverage for any building or other structure located in the United States who submitted a claim for a Structural Loss that: (a) occurred from January 1, 1996 through March 20, 2009; (b) was determined to be covered by a Nationwide homeowner's policy; and (c) resulted in a payment from Nationwide from January 1, 1996 through March 20, 2009. See the detailed notice for any exceptions to Class membership.

A Structural Loss is damage to a building or other structure located in the United States while covered under a homeowner's policy issued by Nationwide. "Nationwide" includes the following insurers: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, Depositors Insurance Company, National Casualty Company, Nationwide Insurance Company of America, Nationwide Affinity Insurance Company of America, Nationwide Property and Casualty Insurance Company, Nationwide Lloyds, Nationwide Insurance Company of Florida, Nationwide Indemnity Company, Scottsdale Indemnity Company, Scottsdale Surplus Lines Insurance Company, and Scottsdale Insurance Company.

## WHAT DOES THE SETTLEMENT PROVIDE?

The settlement will compensate qualifying Class members for Nationwide's alleged failure to include an appropriate amount for general contractor's overhead and profit ("GCO&P") when it paid claims to its insureds. Nationwide has denied all of these claims and maintains that it did not act wrongfully or unlawfully. GCO&P is an amount customarily charged by a general contractor for supervising, scheduling, and/or warranting work and/or materials supplied by one or more subcontractors in the course of repairing damage to a structure. A settlement stipulation, available at the website or by calling toll free, describes all of the details about the proposed settlement. The Court did not decide that Nationwide did anything wrong. Instead, Nationwide agreed to resolve the case and give benefits to qualifying Class members.

## HOW MUCH COULD YOU GET?

Payments to eligible Class members will be 20% of the amount previously paid to complete repairs, excluding amounts paid for emergency remediation services, minus any GCO&P previously paid by Nationwide. The settlement payments will also be limited by the terms of the homeowner's policy involved.

To qualify for a payment you must have had a loss that required repairs involving three or more "trades," excluding emergency remediation services, but you may qualify even if the repairs were not actually made. A trade is an occupation of a skilled craftsman, e.g., electrician, drywall installer, carpenter, etc. All of the eligibility requirements are in the detailed notice and/or the settlement agreement.

## HOW DO YOU ASK FOR A PAYMENT?

Fill out the attached claim form and mail it with the documents it asks for postmarked by **August 26, 2009** to the address on the form. Or get a claim form at [www.AlexanderClassActionSettlement.com](http://www.AlexanderClassActionSettlement.com).

## 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 **July 13, 2009** or you won't be able to individually sue Nationwide 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 **July 13, 2009**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in this case on **July 27, 2009**, to consider whether to approve the settlement, and a request by the lawyers representing Class members (Nix, Patterson & Roach LLP of Texarkana, Texas; Keil & Goodson of Texarkana, Arkansas; Nelson, Roselius, Terry, O'Hara & Morton of Edmond, Oklahoma; and Whitten, Burrage, Priest, Fulmer, Anderson & Eisel of Oklahoma City, Oklahoma) for attorneys' fees, costs and expenses of \$32,000,000. Any fees, costs, expenses and payments will be paid separately by Nationwide. The lawyers for the Class will also request that \$5,000 be awarded to each Class Representative for representing the Class. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. If the Court approves the settlement, Nationwide 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 (*Alexander v. Nationwide*, Case No. CV-2009-120-3), call toll free, visit the website, or write to Alexander v. Nationwide Claims, PO Box 6659, Portland, OR 97228. Do not contact the Court or Nationwide.

1-888-287-1333

[www.AlexanderClassActionSettlement.com](http://www.AlexanderClassActionSettlement.com)