

# If You Purchased or Renewed Commercial Insurance or Reinsurance From August 26, 1994 Through September 1, 2005 From Zurich Insurers, Insurer Defendants, Broker Defendants (Listed Below), and/or Any Other Broker, You Could Be Entitled to Monetary Relief By Participation in a Class Action Settlement

## Court-Ordered Legal Notice

**IF, DURING THE PERIOD FROM AUGUST 26, 1994 THROUGH SEPTEMBER 1, 2005, INCLUSIVE, YOU**

**ENGAGED THE SERVICES OF ANY OF THE BROKER DEFENDANTS (AS IDENTIFIED BELOW) IN CONNECTION WITH ONE OR MORE PURCHASE(S) OR RENEWAL(S) OF COMMERCIAL INSURANCE OR REINSURANCE FROM ANY OF THE ZURICH INSURERS (AS IDENTIFIED BELOW), FROM ANY OF THE INSURER DEFENDANTS (AS IDENTIFIED BELOW) OR FROM ANY INSURANCE COMPANY THAT IS NOT AN AFFILIATE OR SUBSIDIARY OF A ZURICH INSURER**

*and/or*

**ENGAGED THE SERVICES OF ANY OTHER BROKER IN CONNECTION WITH ONE OR MORE PURCHASE(S) OR RENEWAL(S) OF COMMERCIAL INSURANCE OR REINSURANCE FROM ANY OF THE ZURICH INSURERS.**

**YOU COULD BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT PURSUANT TO WHICH YOU WOULD RECEIVE MONETARY RELIEF.**

**If you believe that you are eligible to participate in the class action settlement described in this Court-Ordered Legal Notice but did not receive in the mail a detailed Notice describing the settlement, please visit [www.insurancebrokerageantitrustlitigation.com](http://www.insurancebrokerageantitrustlitigation.com), where you can obtain the Notice, or contact the Court-approved Settlement Administrator as set out below to request a copy of the Notice.**

A settlement has been reached with the Zurich Insurers (the "Zurich Settlement") in a class action lawsuit alleging violations of federal and state antitrust laws, the Racketeer Influenced and Corrupt Organizations Act, and common law arising out of (i) practices by which certain insurers provided quotations to policyholders and prospective policyholders through certain brokers in connection with the placement and renewal of insurance contracts and (ii) contracts, agreements, arrangements and understandings about the payment of commissions that are contingent upon, among other things, a broker placing a particular number of policies or dollar value of premium with the insurer.

The term "Zurich" is used throughout this Court-Ordered Legal Notice to include some or all of the Zurich Insurers listed below, depending on the context in which it is used.

In addition to policy purchases and renewals through Broker Defendants, purchases and renewals of policies issued by Zurich through any other broker – even if such broker is not named as a defendant in this Class Action – may also be covered by the Zurich Settlement if the policies were purchased or renewed within the Class Period.

If the Zurich Settlement is finally approved by the Court, a settlement fund with at least \$121,800,000 (plus applicable interest) will be created by Zurich and will be distributed to those policyholders who fit within the description of the settlement class that is described above ("Settlement Class Members"). In addition to this settlement relief of \$121,800,000, Zurich will also pay a Court-approved award of attorneys' fees and expenses and all administrative costs incurred to implement the Zurich Settlement – including the cost of establishing a toll-free telephone center to respond to Settlement Class Members' inquiries. **None of these costs will be deducted from the settlement relief.**

**If you are a Settlement Class Member and you do not wish to participate in the Zurich Settlement, you must request exclusion from the Settlement Class postmarked or delivered no later than January 11, 2007.**

If you think that you might be a Settlement Class Member, you can obtain more information – including a copy of the Notice which provides additional detail – by calling the Court-approved Settlement Administrator at **1-866-722-3544** (international – 001-612-359-7999), by e-mailing the Settlement Administrator at [zurichadmin@completeclaimssolutions.com](mailto:zurichadmin@completeclaimssolutions.com) or by visiting [www.insurancebrokerageantitrustlitigation.com](http://www.insurancebrokerageantitrustlitigation.com).

## WHAT DOES THE ZURICH SETTLEMENT PROVIDE?

- At least \$121,800,000 will be distributed in connection with the Zurich Settlement – with a possibility under certain circumstances (described below) that Zurich will be required to fund up to an additional \$29,900,000 in connection with the Zurich Settlement.
- Zurich has already funded \$70,100,000 of this amount into an escrow account set up under the Zurich Settlement Agreement (the "Class Action Escrow Account").
- In addition, under a settlement agreement that Zurich entered into with the Office of the Attorney General of the States of California, Florida, Hawaii, Maryland, Oregon, Texas and West Virginia and the Commonwealths of Massachusetts, Pennsylvania and Virginia, the Chief Financial Officer of the State of Florida and the Office of Insurance Regulation of the State of Florida, and parallel settlement agreements with certain departments of insurance, including (to date) the Departments of Insurance for the States of California, Oklahoma, Delaware, Nebraska, Iowa, Nevada, Arkansas, Missouri, Montana, Illinois, Connecticut, Indiana and Oregon and for the Commonwealths of Pennsylvania and Massachusetts (collectively, the "Multi-State Agreement"), Zurich has agreed to fund, and has already deposited, an additional \$51,700,000 into the Class Action Escrow Account in conjunction with the settlement relief provided for under the Zurich Settlement Agreement.
- If the Zurich Settlement is finally approved, the amount that has already been deposited into the Class Action Escrow Account – \$121,800,000 (plus applicable interest) – will be distributed to Settlement Class Members (after deductions for any limited expenses (if any) relating to tax liabilities or the maintenance of the Class Action Escrow Account) – pursuant to a Court-approved Plan of Allocation.
- In addition, under the Zurich Settlement Agreement, Zurich will be required to fund up to an additional \$29,900,000 into the Class Action Escrow Account if less than that amount is distributed through a settlement agreement that Zurich has executed with the Office of the Attorney General of the States of New York, Connecticut and Illinois and with the Superintendent of Insurance for the State of New York (collectively, the "Three-State Agreement").
- In other words, Zurich will be required to pay into the Class Action Escrow Account the difference between what is distributed under the Three-State Agreement and \$29,900,000 if the amount that is distributed under the Three-State Agreement is less than \$29,900,000. Thus, for example, if only \$27,000,000 is distributed under the Three-State Agreement, Zurich will be required to pay an additional \$2,900,000 into the Class Action Escrow Account. If, on the other hand, \$41,000,000 is distributed

under the Three-State Agreement, Zurich will not be required to pay any portion of the \$29,900,000 into the Class Action Escrow Account. Neither the Plaintiffs nor Zurich are able to predict at this point whether Zurich will end up paying any portion of the additional \$29,900,000 into the Class Action Escrow Account.

Under the terms of the Zurich Settlement Agreement and the Multi-State Agreement, Zurich has already funded a total of \$121,800,000 into the Class Action Escrow Account – with the possibility of being required to fund up to an additional \$29,900,000 under the conditions described above.

Finally, Zurich must pay certain additional amounts – the amount awarded to cover attorneys' fees and expenses for Plaintiffs' Counsel and the amount required to pay the administrative costs associated with administering the Zurich Settlement (including the costs of providing this Court-Ordered Notice to you) – in addition to providing the settlement relief described above. **Thus, such administrative costs will not be paid out of the settlement relief.**

## WILL PARTICIPATION IN THE ZURICH SETTLEMENT AFFECT PARTICIPATION IN OTHER SETTLEMENTS?

If you participate in the Zurich Settlement, you will also participate in the Multi-State Agreement. The settlement amounts paid in both of these settlements will be aggregated and distributed through the Court-approved Plan of Allocation.

However, if you purchased or renewed excess casualty insurance policies issued by Zurich (other than excess workers' compensation policies) through Marsh & McLennan Companies, Inc. or Marsh Inc. (collectively, "Marsh") during the period from January 1, 2000 through September 30, 2004, you are eligible to receive settlement relief under the Three-State Agreement. Under that agreement, Zurich has set up an \$88,000,000 settlement fund. If you are eligible to receive settlement relief under the Three-State Agreement, you will have to determine whether you want to receive settlement relief under the Three-State Agreement or under the Zurich Settlement Agreement for those particular policies. You will not be allowed to receive relief under both the Zurich Settlement Agreement and the Three-State Agreement for such policies (though you might be able to receive settlement relief under the Zurich Settlement Agreement even if you receive relief under the Three-State Agreement if you have policies that are covered by the Zurich Settlement Agreement but not by the Three-State Agreement). The Notice provides additional details (at paragraph 17) regarding your options for policies covered by the Three-State Agreement.

## WHO IS PAYING THE ATTORNEYS' FEES AND EXPENSES THAT ARE BEING SOUGHT?

After Plaintiffs and Zurich agreed on all other terms of the Zurich Settlement Agreement, counsel for Plaintiffs ("Class Counsel") and Zurich negotiated the amount of attorneys' fees and expenses that Zurich will, subject to Court approval, pay to Class Counsel. Class Counsel will seek an award of attorneys' fees and expenses of no more than \$29,950,000. Zurich has agreed that it will not oppose and, subject to Court approval, that it will pay fees and expenses up to that amount. The award of attorneys' fees and expenses to Class Counsel is subject to Court approval. Class Counsel intends to apply to the Court for permission to pay up to ten thousand (\$10,000) to each class representative Plaintiff from the amount of attorneys' fees and expenses awarded by the Court based upon the effort that each class representative Plaintiff has devoted to this litigation. Zurich will pay attorneys' fees and expenses in addition to the other amounts it is required to pay under the Zurich Settlement Agreement. **Thus, you will not be responsible for any of Class Counsel's fees or expenses, and none of those fees or expenses will be deducted from the settlement relief.**

## WHAT ARE THE LEGAL EFFECTS OF PARTICIPATING IN THE ZURICH SETTLEMENT?

If the Court approves the Zurich Settlement, Plaintiffs and Zurich will seek the entry of a Judgment and an Order Approving Settlement that, among other things, will:

- find that the settlement is fair, reasonable and adequate;
- finally certify the class for settlement purposes;
- dismiss the Class Action with prejudice as to Zurich, meaning that no Settlement Class Member (unless they timely exclude themselves) will be able to bring another lawsuit or proceeding against any of the Releasees (as that term is defined in the Zurich Settlement Agreement) based upon the claims that have been raised or that could have been raised in the Class Action;
- incorporate the Release that is found in the Zurich Settlement Agreement as part of the Order Approving Settlement;
- permanently bar Settlement Class Members from filing or participating in any lawsuit or other legal action against any or all Releasees arising from or relating to any and all claims that have been raised or that could have been raised in this Class Action;
- enter a bar order that will:
  - prevent any person or entity from commencing, prosecuting or asserting any claim (including any claim for indemnification or contribution) against any Releasee where the alleged injury to the barred person or entity is based upon that person's or entity's alleged liability to the Settlement Class or a Settlement Class Member, and
  - prevent any Releasee from commencing, prosecuting or asserting any claim (including any claim for indemnification or contribution) against any person or entity where the Releasee's alleged injury is based upon the Releasee's alleged liability to the Settlement Class or a Settlement Class Member;
- award attorneys' fees and expenses to Class Counsel; and
- retain jurisdiction over all matters relating to the administration, enforcement and interpretation of the settlement.

As noted, if the Court approves the Zurich Settlement, the Release that is found in the Zurich Settlement Agreement will be incorporated into the Court's Order Approving Settlement. The Release describes the claims that Settlement Class Members will give up, as well as the identity of the Releasees – i.e., the people and entities that will be released. As discussed below, you can obtain a copy of the Release (including the definition of Releasees) from the Court-approved Settlement Administrator or from the websites of certain Class Counsel.

## HOW WILL SETTLEMENT PAYMENTS BE MADE IF YOU PURCHASED A ZURICH POLICY?

If the Zurich Settlement is approved and you are a Settlement Class Member who purchased or renewed one or more insurance policies issued by Zurich, you will *not* have to do anything to receive the benefits under the Zurich Settlement Agreement regarding your Zurich policies. A check in the amount of settlement relief due to you under the Plan of Allocation will be mailed to you at your last-known address. If your

address has changed since you purchased or renewed your Zurich policy, please contact the Settlement Administrator as set out below.

## HOW WILL SETTLEMENT PAYMENTS BE MADE IF YOU PURCHASED A POLICY FROM AN INSURER OTHER THAN ZURICH?

If you are a Settlement Class Member who purchased or renewed one or more insurance policies issued by a non-Zurich insurance company through a Broker Defendant and you want to make a claim based on that policy, you will have to fill out a claim form and submit it to the Settlement Administrator at Insurance Brokerage Antitrust Litigation, c/o Complete Claim Solutions, LLC, P.O. Box 24721, West Palm Beach, FL 33416, postmarked by no later than June 12, 2007. You can obtain the claim form by visiting the website of the Court-approved Settlement Administrator at [www.insurancebrokerageantitrustlitigation.com](http://www.insurancebrokerageantitrustlitigation.com), by calling **1-866-722-3544** (international – 001-612-359-7999), Monday through Friday from 8:00 a.m. to 7:00 p.m. Central, by writing to Insurance Brokerage Antitrust Litigation, c/o Complete Claim Solutions, LLC, P.O. Box 24721, West Palm Beach, FL 33416, or by sending an e-mail to [zurichadmin@completeclaimssolutions.com](mailto:zurichadmin@completeclaimssolutions.com).

## WHAT OPTIONS ARE AVAILABLE TO SETTLEMENT CLASS MEMBERS?

If you fall within the definition of Settlement Class Member, you may either (i) participate in the Zurich Settlement (and receive settlement relief if the Court approves the Zurich Settlement Agreement) or (ii) request exclusion from the Zurich Settlement.

If you want to participate in the Zurich Settlement, but you object to any term of the Zurich Settlement Agreement, you may submit an objection to the Court. All objections must be filed with the Court and served on Class Counsel, Zurich's Counsel and the State Attorneys General who are parties to the Multi-State Agreement received by no later than January 11, 2007. The Notice provides details (at paragraph 24) about how to object.

If you want to exclude yourself from the Zurich Settlement, you must submit a written request to the Clerk of the Court (at the address that is in the Notice). Your request must be **postmarked or delivered no later than January 11, 2007**. The Notice provides details (at paragraph 25) about how to exclude yourself.

## WILL THE COURT HOLD A HEARING REGARDING THE ZURICH SETTLEMENT?

The Court will hold a hearing in this case on January 26, 2007 at 11:00 a.m. in Courtroom No. 1 in the United States Courthouse located at U.S. Post Office and Courthouse Building, Federal Square, Newark, New Jersey 07101, to consider whether to approve the Zurich Settlement including, among other things, the Plan of Allocation, and whether to grant Class Counsel's request for fees and expenses. If you file an objection, you may appear at this hearing and ask to be heard by the Court, but you do not need to do so. If you (or an attorney hired at your expense) intends to appear at the hearing, you (or your attorney) must file a notice of intention to appear. The Notice provides details (at paragraph 26) about filing a notice of intention to appear and serving it on Class Counsel, Zurich's Counsel and the State Attorneys General who are parties to the Multi-State Agreement by January 11, 2007.

The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you intend to attend the hearing, you should confirm the date and time with the Class Counsel identified below or the Court-approved Settlement Administrator prior to going to the Courthouse.

## HOW CAN A SETTLEMENT CLASS MEMBER GET ADDITIONAL INFORMATION?

The Zurich Settlement Agreement sets out the details of the Zurich Settlement, including the terms of the Release by which Settlement Class Members will be bound if the Zurich Settlement is approved. A complete description of the Plan of Allocation and the Release is also attached to the Notice (which is being mailed to the last-known address of Settlement Class Members). Both the Zurich Settlement Agreement and the Notice (which includes the Release and the claim form) are available at the Court-approved Settlement Administrator's website, [www.insurancebrokerageantitrustlitigation.com](http://www.insurancebrokerageantitrustlitigation.com), by calling **1-866-722-3544** (international – 001-612-359-7999), Monday through Friday from 8:00 a.m. to 7:00 p.m. Central, by writing to Insurance Brokerage Antitrust Litigation, c/o Complete Claim Solutions, LLC, P.O. Box 24721, West Palm Beach, FL 33416, or by sending an e-mail to [zurichadmin@completeclaimssolutions.com](mailto:zurichadmin@completeclaimssolutions.com). The Notice is also available at the following Class Counsel websites: [www.whatleydrake.com](http://www.whatleydrake.com), [www.millerfaucher.com](http://www.millerfaucher.com), [www.lerachlaw.com](http://www.lerachlaw.com), [www.zsz.com](http://www.zsz.com), [www.foote-meyers.com](http://www.foote-meyers.com), [www.lfsblaw.com](http://www.lfsblaw.com), [www.lldgrlaw.com](http://www.lldgrlaw.com), [www.furth.com](http://www.furth.com), and at Zurich's website, [www.zurichna.com](http://www.zurichna.com).

Additional information regarding this Class Action and the Zurich Settlement may also be obtained by contacting the following Class Counsel or the State Attorneys General who are parties to the Multi-State Agreement:

Edith M. Kallas, Esq. or Bryan L. Clobes, Esq.  
Joseph Guglielmo, Esq. Ellen Meriwether, Esq.  
Whatley, Drake & Kallas, LLC Miller Faucher and Cafferty LLP  
1540 Broadway, 37th Floor One Logan Square  
New York, New York 10036 18th & Cherry Streets  
Telephone: (212) 447-7070 Philadelphia, Pennsylvania 19103  
Facsimile: (212) 447-7077 Telephone: (215) 864-2800  
E-mail: [EKallas@whatleydrake.com](mailto:EKallas@whatleydrake.com) Facsimile: (215) 864-2810  
E-mail: [bclobes@millerfaucher.com](mailto:bclobes@millerfaucher.com)

or Mark Tobey, Esq.  
Chief, Antitrust and Civil Medicaid Fraud Division  
Office of the Attorney General – State of Texas  
300 W. 15th Street, 9th Floor  
Austin, Texas 78701  
Telephone: (512) 463-1262  
Facsimile: (512) 320-0975  
E-mail: [Mark.Tobey@oag.state.tx.us](mailto:Mark.Tobey@oag.state.tx.us)

## PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

DATED: December 14, 2006  
BY ORDER OF THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

**For More Information, Call: 1-866-722-3544  
Visit: [www.insurancebrokerageantitrustlitigation.com](http://www.insurancebrokerageantitrustlitigation.com)  
Email: [zurichadmin@completeclaimssolutions.com](mailto:zurichadmin@completeclaimssolutions.com)**

## The Zurich Insurers

The Zurich Settlement involves the Zurich Insurers, which are the following companies:

American Guarantee and Liability Insurance Company  
American Zurich Insurance Company  
Assurance Company of America  
Colonial American Casualty and Surety Company  
Empire Fire and Marine Insurance Company  
Empire Indemnity Insurance Company  
Fidelity and Deposit Company of Maryland  
Maine Bonding and Casualty Company  
Maryland Casualty Company  
Maryland Insurance Company  
National Standard Insurance Company  
Northern Insurance Company of New York  
Steadfast Insurance Company  
Universal Underwriters Insurance Company  
Universal Underwriters of Texas Insurance Company  
Valiant Insurance Company  
Zurich American Insurance Company  
Zurich American Insurance Company of Illinois  
Zurich Financial Services  
Zurich International (Bermuda) Ltd. (ZIB)  
Zurich Insurance Bermuda Branch (ZIBB)  
Zurich Specialties London, Ltd. (ZSL)

## The Insurer Defendants

The other insurers involved in the action (the "Insurer Defendants") are:

ACE American Insurance Co.  
ACE INA Holdings, Inc.  
ACE Limited  
ACE USA, Inc.  
AIU Insurance Co.  
American Alternative Insurance Corp.  
American Casualty Co. of Reading, PA  
American Home Assurance Co.  
American International Group, Inc.  
American International Insurance Co.  
American International Specialty Lines Insurance Co.  
American Re Corporation  
American Re-Insurance Co.  
Athena Assurance Co.  
AXIS Reinsurance Company  
AXIS Specialty Insurance Company  
AXIS Surplus Insurance Company  
Berkshire Hathaway, Inc.  
Berkshire Hathaway Insurance Group  
Birmingham Fire Insurance Co. of Pennsylvania  
Chicago Insurance Co.  
CNA Financial Corp.  
Commerce and Industry Insurance Co.  
Continental Casualty Co.  
Crum & Forster Holdings Corp.

Executive Risk Indemnity Inc.  
Federal Insurance Co.  
Fireman's Fund Insurance Co.  
General Re Corporation  
General Reinsurance Corp.  
Greenwich Insurance Co.  
Gulf Insurance Co.  
Hartford Fire Insurance Co.  
Hartford Steam Boiler Inspection and Insurance Co.  
Illinois Union Insurance Co.  
Indemnity Insurance Co. of North America  
Indian Harbor Insurance Co.  
Lexington Insurance Company  
Liberty Mutual Fire Insurance Co.  
Liberty Mutual Holding Company, Inc.  
Liberty Mutual Insurance Co.  
Mt. Hawley Insurance Co.  
Munich Reinsurance Co.  
Munich-American Risk Partners, Inc.  
National Surety Corp.  
National Union Fire Insurance Co. of Louisiana  
National Union Fire Insurance Co. of Pittsburgh, Pa.  
New Hampshire Insurance Co.  
Nutmeg Insurance Co.  
Pacific Insurance Co., Ltd  
RLI Corporation  
RLI Insurance Co.  
St. Paul Fire & Marine Insurance Co.  
St. Paul Mercury Insurance Co.

St. Paul Travelers Companies, Inc.  
The Chubb Corporation  
The Continental Insurance Corp.  
The Hartford Fidelity & Bonding Co.  
The Hartford Financial Services Group, Inc.  
The Insurance Company of the State of Pennsylvania  
Travelers Casualty & Surety Co. of America  
Travelers Indemnity Company  
Twin City Fire Insurance Co.  
United States Fire Insurance Co.  
Vigilant Insurance Co.  
Wausau Underwriters Insurance Co.  
Westchester Surplus Lines Insurance Co.  
XL Capital Ltd.

## The Broker Defendants

The brokers involved in the Action (the "Broker Defendants") are:

Acordia, Inc.  
Affinity Insurance Services, Inc.  
Aon Broker Services, Inc.  
Aon Corporation  
Aon Group Inc.  
Aon Re, Inc.  
Aon Re Worldwide, Inc.  
Aon Risk Services Companies, Inc.  
Aon Risk Services, Inc. of Louisiana  
Aon Risk Services, Inc. of Maryland

Aon Risk Services, Inc. of Michigan  
Aon Risk Services Inc. U.S.  
Aon Risk Services of Texas, Inc.  
Aon Services Group, Inc.  
Arthur J. Gallagher & Co.  
Arthur J. Gallagher Risk Management Services, Inc.  
BB&T Corporation  
BB&T Insurance Services, Inc.  
Branch Banking and Trust Company  
Brown & Brown, Inc.  
Hilb, Rogal & Hobbs Company  
Hub International Limited  
Marsh & McLennan Companies, Inc.  
Marsh Inc.  
Marsh USA, Inc.  
Marsh USA Inc. (Connecticut)  
Seabury & Smith, Inc.  
Stewart Smith Group  
Summit Global Partners of Florida, Inc.  
U.S.I. Holdings Corporation  
USI Insurance Services of Florida, Inc. (d/b/a USI Florida)  
Wells Fargo & Company  
Willis Group Holdings Limited  
Willis Group Limited  
Willis North America, Inc.  
Willis of New York, Inc.  
Willis Re Inc.