<u>UNITED STATES DISTRICT COURT</u>
<u>FOR THE DISTRICT OF MASSACHUSETTS</u>

If you had automobile insurance from Liberty Mutual Personal Insurance Company and received fewer than 30 days of rental-vehicle coverage after your vehicle was totaled, a class action lawsuit may affect your rights.

A Court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

- A class action lawsuit has been filed against Liberty Mutual Personal Insurance Company ("Liberty Mutual"). Plaintiffs allege that Liberty Mutual used a uniform practice that resulted in the systematic underpayment of rental-vehicle benefits after an insured vehicle suffered a total loss by limiting rental coverage to fewer than 30 days without determining how much time a policyholder reasonably required to replace the totaled vehicle. Plaintiffs contend that the insurance policies required this type of assessment. Liberty Mutual denies these allegations and maintains that its practices complied with its insurance policies.
- You are receiving this Notice because Liberty Mutual's records indicate that you likely fall within the Court-certified Class and/or Subclasses. Records show that you were or are a Liberty Mutual insured, you made a rental-benefit claim following a total loss, and you received fewer than 30 days of rental-vehicle coverage.
- The Court has certified this case to proceed as a class action. You can review the Court's rulings at www.libertyrentalvehicleclassaction.com.
- The Court has not yet decided whether Liberty Mutual did anything wrong. At this time, there is no money available for Class Members. A trial will determine whether the Class's claims or Liberty Mutual's defenses are correct. The Court has set a trial-ready date of October 2026, or as soon thereafter as the Court's schedule permits. You do not need to attend the trial, and you do not need to do anything now to remain in the Class. However, your legal rights are affected, and you must decide whether to stay in the Class—preserving your opportunity to benefit if Plaintiffs prove their claims—or to exclude yourself by the deadline below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION	**Your Legal Rights and What It Means**
DO NOTHING	**Stay in the lawsuit and remain eligible to receive money or benefits if the Plaintiffs succeed.** By doing nothing, you keep your place in the Class and preserve your opportunity to share in any recovery that may result from a trial or a settlement. You will continue to be represented by Class Counsel at no cost to you, and you do not have to take any action now. However, you will also give up the right to bring your own separate lawsuit against Liberty Mutual about the same legal claims in this case.
ASK TO BE EXCLUDED	**Remove yourself from the lawsuit and give up the chance to receive any benefits from it.** If you choose to be excluded ("opt out"), you will not share in any money or benefits obtained for the Class, but you will keep the right to sue Liberty Mutual separately about the issues in this lawsuit. To ask to be excluded, you must mail or email a request for exclusion postmarked by August 16, 2026.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?

Liberty Mutual's records indicate that you are, or previously were, insured under a Liberty Mutual automobile insurance policy, made a claim for rental-vehicle benefits after your vehicle was totaled, and received fewer than 30 days of rental-vehicle coverage. Because the Court has certified a Class Action that may affect your rights—and because your claim appears to fall within the practices challenged by Plaintiffs—you are receiving this Notice.

This Notice explains what the lawsuit is about, what the Court has decided so far, and what your rights and options are before the case proceeds to trial. Judge Brian E. Murphy of the United States District Court for the District of Massachusetts is overseeing this case, known as *Watts v. Liberty Mutual Personal Insurance Company,* No. 23-cv-12845-BEM.

2. What is this lawsuit about?

Plaintiffs Diane Watts, Anthony Watts, and Adam Pizzitola, on behalf of themselves and others similarly situated, allege that Liberty Mutual used a uniform practice that caused the systematic underpayment of rental-vehicle benefits following a total loss. According to Plaintiffs, Liberty Mutual limited rental coverage to fewer than 30 days without determining how much time a policyholder reasonably required to replace their vehicle—an assessment Plaintiffs contend the insurance policies required Liberty Mutual to make. Plaintiffs assert that this practice affected policyholders nationwide. The Class consists of Liberty Mutual insureds nationwide who made rental-benefit claims after an insured vehicle was totaled within the applicable statute of limitations and received fewer than 30 days of rental coverage.

Plaintiffs also allege that Liberty Mutual violated Missouri and Illinois insurance bad-faith statutes; the Missouri and Illinois Subclasses consist of those Class Members who resided in those states when their vehicles were damaged.

Liberty Mutual denies all allegations and asserts that it complied with its policies and applicable law.

3. Why is this a class action?

Federal Judge Brian E. Murphy has decided that this lawsuit may proceed as a Class Action and move toward trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court. In a class action, one or more people—called Class Representatives—bring claims on behalf of many others who are affected in a similar way. All of these individuals together are called the Class or Class Members. This structure allows the Court to address important issues that apply broadly to everyone in the Class at the same time, rather than through many separate lawsuits. Class Members who do not wish to take part still have the right to exclude themselves ("opt out") from the Class, as explained below.

4. Am I part of the Class or a Subclass?

Based on Liberty Mutual's electronic records, ***you likely are a member of the Class***. If you are from Illinois or Missouri, you may also fall within one of the state-based Subclasses. However, you do not need to be from Illinois or Missouri to be a member of the Class. The Class and Subclass definitions are as follows:

Class Definition: All insureds in the United States who have been policyholders of automobile insurance policies sold by Liberty Mutual Personal Insurance Company that included Optional Transportation Expense Coverage, who, within the applicable statute of limitations, have made a claim to Liberty Mutual Personal Insurance Company for Transportation Expense Coverage as a result of a total loss of a vehicle damaged in a covered loss, and as to whom Liberty Mutual Personal Insurance Company limited the amount of time such coverage is provided to a period of time less than 30 days.

Missouri Subclass: All insureds who are members of the Class and who resided in Missouri at the time their vehicles suffered damage that resulted in Liberty Mutual Personal Insurance Company determining their vehicles were a total loss.

Illinois Subclass: All insureds who are members of the Class and who resided in Illinois at the time their vehicles suffered damage that resulted in Liberty Mutual Personal Insurance Company determining their vehicles were a total loss.

Because states have different statutes of limitations that determine whether a claim is timely, the applicable limitation-period start date for your state may affect whether your claim is included. A complete list of states and applicable limitation-period start dates is available on the Class website at www.libertyrentalvehicleclassaction.com.

YOUR RIGHTS AND OPTIONS

5. What happens if I do nothing at this time?

If you do nothing now, you will remain in the Class. By staying in the Class, you preserve your ability to receive any money or benefits that may become available to Class Members if the Plaintiffs succeed at trial or through a future settlement. You will automatically be notified if there is a recovery and will receive instructions on how to claim your share. Remaining in the Class requires no action from you at this time and ensures that Class Counsel continues to represent your interests at no cost to you. However, if you stay in the Class, you will also be legally bound by all Court rulings and final judgments, and you will give up the right to bring your own separate lawsuit against Liberty Mutual about the rental-benefit issues involved in this case.

6. Why might I choose to exclude myself from the Class, and what rights would I give up by doing so?

You may choose to be excluded ("opt out") if you already have your own lawsuit against Liberty Mutual about a rental-benefit claim after a total loss of your insured vehicle and want to continue with that separate case, or if you prefer to pursue your own individual lawsuit rather than remain part of this Class Action. **If you exclude yourself, you will not receive any money or benefits that may be obtained for the Class if the Plaintiffs are successful at trial or through a settlement.** However, excluding yourself allows you to keep the option of pursuing your own claim against Liberty Mutual on your own. If you decide to bring your own lawsuit, you will be responsible for hiring and paying your own attorney, and you should be aware that any such lawsuit may be subject to a statute of limitations, which could limit how long you have to file a claim.

7. What do I do if I want to be excluded?

If you exclude yourself ("opt out") from the Class, you will **not** receive any money or benefits that may be obtained for Class Members if the Plaintiffs are successful at trial or through a settlement with Liberty Mutual. Excluding yourself means you are giving up the opportunity to share in any recovery for the Class. However, you will keep the ability to bring your own lawsuit or continue one you already have against Liberty Mutual about your rental-benefit claim.

To ask to be excluded, you must send an Exclusion Request—a letter or email stating clearly that you want to be excluded from *Watts v. Liberty Mutual*. **Your request must include your name and address and must be signed by you.** You must mail your Exclusion Request to: Watts v. Liberty Mutual — Exclusions, P.O. Box 16, West Point, PA 19486, or attach a signed letter to an email sent to questions@libertyrentalvehicleclassaction.com, postmarked by August 16, 2026.

8. Do I need to get my own lawyer?

No. The Court has determined that the attorneys bringing this lawsuit are qualified to represent you and all Class Members. These attorneys are known as Class Counsel. They are experienced in handling complex insurance and class action matters and were appointed by the Court to represent the interests of the Class. Class Counsel appointed by the Court are:

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You do not have to pay Class Counsel out of pocket. If Class Counsel obtain money or benefits for the Class, they will ask the Court to approve attorneys' fees and expenses. You will not pay these fees yourself. If the Court approves such a request, the fees and expenses would either be deducted from any recovery for the Class or paid separately by Liberty Mutual.

You may also retain your own lawyer and have them enter an appearance in this matter if you prefer. If you choose to hire your own lawyer, you may do so at your own expense, and your lawyer would need to formally enter an appearance on your behalf.

THE TRIAL

9. How and when will the Court decide who is right?

As long as the case is not resolved by a settlement or another ruling, Class Counsel will present the Plaintiffs' claims at a trial. The Court has issued a Scheduling Order providing a trial-ready date of October 2026, or as soon thereafter as the Court's schedule permits. The exact trial date has not yet been set. The trial will take place at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. The date or courtroom may change without additional mailed notice, so you should check www.libertyrentalvehicleclassaction.com for updates.

At trial, a jury will hear and evaluate all the evidence and decide whether the Class's claims or Liberty Mutual's defenses are correct. While the outcome is not guaranteed, the trial will determine whether money or other benefits should be awarded to the Class.

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs and Class Members, and Liberty Mutual will present its defenses. If you wish, you or your own lawyer may observe the trial at your own expense.

10. Are more details available?

Yes. Additional information and key court documents, including the Court's Order certifying the Class, the First Amended Class Action Complaint, and Liberty Mutual's Answer, will be available at www.libertyrentalvehicleclassaction.com. You may contact Class Counsel with questions using the contact information above or call (888) 542-1006.

PLEASE DO NOT CONTACT THE COURT, LIBERTY MUTUAL OR ANY LIBERTY MUTUAL AGENT ABOUT THIS LAWSUIT.