

APPENDIX B

RELEASE

The Named Plaintiffs, and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class, hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge Nationwide/Allied of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

“Nationwide/Allied”, as used in this Release, means and includes the named defendants in the Lawsuit, Allied Property and Casualty Insurance Company, AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America, Allied Group, Inc. and Nationwide Mutual Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including without limitation, Nationwide Mutual Fire Insurance Company and Nationwide Property and Casualty Insurance Company, and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, financial or investment advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators.

“Released Claims” mean and include any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state, or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Named Plaintiff or any Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences prior to Final Judgment entered in the Lawsuit involving, based on, arising out of, related to, or in any way connected with, directly or indirectly, Nationwide/Allied’s design, underwriting, pricing, promotion, sale, or servicing of Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverage on which premiums were charged on a per vehicle basis and in force during the Class Period, as well as Nationwide/Allied’s review, handling, payment, adjustment or denial of claims for Medical Payments, Uninsured Motorist, and/or Underinsured Motorist coverages for claims that were open or could have been made during any part of the Class Period to the extent any such claims seek or relate to stacked coverage benefits.

Included as Released Claims, by example and without limitation, are claims for breach of contract, breach of the duty of good faith and fair dealing, negligence, bad faith, willful and wanton conduct, breach of statutory duties, actual or constructive fraud, intentional or negligent misrepresentations, fraudulent inducement, outrageous conduct, statutory and consumer fraud, breach of fiduciary duty or quasi-fiduciary duty, unfair or deceptive business or trade or insurance acts or practices, violation of Section 33-18-201, MCA, et seq., insurance premium overcharges or a refund or rebate of premiums, anticipatory repudiation, restitution, rescission, disgorgement, reformation, injunctive or declaratory relief, claims for compensatory, consequential, and punitive or exemplary damages, damages based on statutory violations, remedies, or penalties, damages in excess of actual damages, damages for physical or bodily injury, or other injuries to person, property, or psyche, damages for emotional distress or mental anguish, lost wages, loss of income, attorneys' fees, interest, costs, penalties, and any other damages.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.