

Class Notice of Kansas City Life Insurance Co. Cost of Insurance Class Action Settlement

Dear Class Member,

You have been sent this Class Notice of Kansas City Life Insurance Company Cost of Insurance Class Action Settlement (the “Class Notice”) because you were identified as a Settlement Class Member in the class action lawsuit, *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, pending in the United States District Court for the Western District of Missouri, Case No. 4:25-cv-00095-BP. This Class Notice summarizes a recent Settlement that impacts your rights. A full description of the Settlement is contained in the Settlement Agreement, which includes the precise definitions of capitalized terms used in this Class Notice. The Settlement Agreement is available for you to read at www.kclcoisettlement.com. Please read it and this Class Notice carefully to understand your rights and obligations under the Settlement.

Records provided by Kansas City Life Insurance Company indicate that you are currently the owner or were the owner at the time of termination of a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96), that was active on or after January 1, 2002. Throughout this Class Notice, Kansas City Life Insurance Company is referred to as “KCL.”

The Settlement involves the Cost of Insurance that KCL deducted from the cash values, accumulated values, or contract values of these life insurance policies. The Settlement provides that KCL will fund a Settlement Fund in the amount of \$40 million, which will be used to pay (1) cash to Settlement Class Members; (2) Class Counsel’s attorneys’ fees and expenses in an amount to be approved by the Court; (3) any service awards to Plaintiffs in an amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

If You Own or Owned a KCL Flexible Premium Adjustable Life Insurance Policy, 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 Settlement was reached with KCL in a class action lawsuit about the Cost of Insurance applied to these policies. If the Settlement is approved by the Court, you will automatically receive a payment. No further action is required.
- The Settlement includes current and former owners of Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) policies that were active on or after January 1, 2002 (*see* Questions 4 & 5 below).
- As part of the Settlement, Settlement Class Members will be eligible to receive a portion of a cash Settlement Fund funded by KCL; the total Settlement Fund available to members of the Settlement Class is \$40 million (*see* Question 7 below).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Automatically receive your share of the Settlement Fund
ASK TO BE EXCLUDED	Get no benefits from the Settlement and preserve your right to separately sue KCL about the claims in this case
OBJECT	Write to the Court if you don't like the Settlement
GO TO A HEARING	Make a request to speak in Court about the fairness of the Settlement

- These rights and options—and the deadlines to exercise them—are explained in this Class Notice.
- The Court in charge of this case still must decide whether to provide final approval of the Settlement. Settlement checks will be automatically issued to each Settlement Class Member if the Court approves the Settlement and after any appeals are resolved. **You do not need to take further action to receive payment if you are eligible under the Settlement. Please be patient.**

1. Why did I get this Class Notice?

KCL's records show that you own or owned a flexible premium adjustable life insurance policy issued by KCL (or were identified as the legal representative of such an owner) that was active on or after January 1, 2002. A Court authorized this Class Notice because you have a right to know about the proposed Settlement and all your options before the Court decides whether to approve the Settlement. This Class Notice explains the lawsuit, the Settlement, and your legal rights.

United States Chief District Judge Beth Phillips of the United States District Court for the Western District of Missouri is overseeing this case. The case is known as *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP. The people who sued, Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan, are called the “Plaintiffs.” Kansas City Life Insurance Company is the Defendant and is referred to as “KCL” in this Class Notice.

The following is only a summary of the Settlement. A full description of the Settlement is in the Settlement Agreement. Nothing in this Class Notice changes the terms of the Settlement Agreement. You can read the Settlement Agreement by visiting www.kclcoisettlement.com.

2. What is this lawsuit about?

This lawsuit is about whether KCL’s Cost of Insurance deductions were consistent with the policy language in the flexible premium adjustable life insurance policies issued by KCL (“Policies”). The Policies have a cash value, accumulated value, or contract value (“Accumulated Value”) that earns interest or investment returns. The Policies expressly authorize KCL to take a Monthly Deduction from the Accumulated Value each month.

Plaintiffs allege that KCL violated the Policies in three different ways.

- First, the Policies state that the Cost of Insurance Rates used to calculate monthly Cost of Insurance Charges will be determined by KCL based on its expectations as to future mortality experience. Plaintiffs allege that KCL impermissibly used unauthorized and undisclosed non-mortality factors to determine the Cost of Insurance Rates.
- Second, Plaintiffs allege KCL failed to reduce its Cost of Insurance Rates when KCL’s expectations as to future mortality experience improved.
- Third, while the Policies provide for a separate Monthly Expense Charge, Plaintiffs allege that KCL exceeds the fixed amount of this charge by using its expenses when determining Cost of Insurance Rates.
- Plaintiffs also allege KCL’s actions relating to deductions from policy owners’ Accumulated Values make it liable for conversion.

KCL denies all of Plaintiffs’ claims, and asserts that, at all times, it complied with the plain language of the Policies.

You can read Plaintiffs’ Amended Class Action Complaint, KCL’s Answer, and other relevant documents at www.kclcoisettlement.com.

3. What if I received another notice about a similar class action lawsuit?

There have been other cases filed against KCL regarding the allegations described in Question 2 including:

- *Karr v. Kansas City Life Insurance Co.*
- *Meek v. Kansas City Life Insurance Co.*
- *Sheldon v. Kansas City Life Insurance Co.*
- *Fine v. Kansas City Life Insurance Co.*
- *McMillan v. Kansas City Life Insurance Co.*

The first two cases (*Karr* and *Meek*) are separate from this case. If you were a class member in either of those cases, you should have received a separate notice and may have been entitled to, or have already received, a payment. You may also be entitled to a payment as part of this settlement for alleged overcharges that occurred outside the period of time covered by the outcome in those two cases. The third case (*Sheldon*) is subject to a settlement being overseen by another judge and members of that class should receive a separate notice of settlement. The last two cases (*Fine* and *McMillan*) will be resolved as part of this settlement if it is approved by the Court.

If you do not want to participate in this settlement and want to exclude yourself from this class, as it is described in Question 1, you must follow the exclusion requirements described in Question 11, even if you asked to be excluded and were excluded in one or more of the other cases. Otherwise, you will be bound by the terms of this settlement if it is approved.

If you want to receive a payment if this settlement is approved and you are a member of the class described in Question 1, you don't have to take any action.

If you have any questions about your membership in any of the classes, please contact class counsel.

4. Why is there a Settlement?

The Parties negotiated the Settlement with an understanding of the factual and legal issues that would affect the outcome of these lawsuits. During the lawsuits, Plaintiffs, through their attorneys, thoroughly examined and investigated the facts and the law relating to the issues in these cases.

Plaintiffs believe that the final outcome of the lawsuit and the other lawsuits identified in Question 3, if they were to proceed through trial and appeals, is uncertain. A settlement avoids the costs and risks of further litigation and provides immediate relief to the Settlement Class Members. Based on their evaluation of the facts and law, Plaintiffs and their attorneys have determined that the proposed Settlement is fair, reasonable, and adequate. They have reached this conclusion based on the substantial benefits the Settlement provides to Settlement Class Members and the risks, uncertainties, and costs inherent in the lawsuit.

While there were trials in the *Meek*, *Karr*, and *Sheldon* cases, there have been no trials or final appellate determinations on the merits of the claims or defenses in this lawsuit or the other lawsuits. There will be no trial or final determination on the merits of the remaining claims and defenses if the Court approves the Settlement. The Settlement does not indicate that KCL has done anything wrong or that Plaintiffs and the Settlement Class Members would win or lose if this lawsuit or any of the other lawsuits were to go to trial.

5. Who is included in the Settlement Class?

The Settlement Class includes all persons or entities who own or owned one of the approximately 88,000 Policies issued by KCL. "Policies" means all Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) life insurance policies issued by KCL that were active on or after January 1, 2002, except for the Century II life insurance policies issued by KCL in the state of Missouri that were active on or after January 1, 2002. A Policy includes all applications, schedules, riders, and other forms that were specifically made a part of the Policy at the time of issue, plus all riders and amendments issued later. Policies include everything that was part of "The Policy," as that term is defined in your Policy or Policies.

A separate settlement class covers all persons or entities who own or owned a Century II life insurance policy issued by KCL in the state of Missouri. This class is called the *Sheldon* class and their claims were part of a verdict that was on appeal at the time of the settlement. That settlement is being overseen by the Hon. Marty Seaton in the 16th Circuit Court of Jackson County, Missouri. If you own or owned a Century II policy issued in the state of Missouri, you should receive a separate notice setting out your rights and obligations related to that settlement. If you owned both a Century II policy issued in Missouri and another one of the policies listed above, you could be part of both settlement classes.

You are **not** part of the Settlement Class if you are KCL; any entity in which KCL has a controlling interest; any of the officers, employees, or board of directors of KCL; the legal representatives, heirs, successors, and assigns of KCL; anyone employed with Plaintiffs' counsel's law firms; or any Judge to whom this Action or Related Action is assigned or his or her immediate family.

If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member.

6. How can I confirm that I am in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you can get free help at www.kclcoisettlement.com, by calling (855) 493-7460, or by emailing kclcoisettlement@noticeadministrator.com.

7. What does the Settlement provide?

KCL has agreed to fund a Settlement Fund of which \$40 million will be used to pay (1) all payments to Settlement Class Members; (2) Class Counsel's attorneys' fees and expenses in an amount to be approved by the Court; (3) any service awards to Plaintiffs (Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan) in an amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement. The Net Settlement Fund equals \$40 million less the amounts described in (2) through (4) as approved by the Court.

If the Court approves the Settlement, settlement checks will be mailed to Settlement Class Members in amounts that will vary according to a Distribution Plan. The Distribution Plan is designed to provide each Settlement Class Member an approximate pro rata portion of the Net Settlement Fund in proportion to the amount of Cost of Insurance charges actually paid by each Settlement Class Member. There will also be a minimum cash payment and more paid where a Settlement Class Member's Policy is still in force.

The full Distribution Plan is attached to Plaintiffs' Motion Pursuant to Rule 23(e) for Preliminary Approval of Class Action Settlement and to Permit Issuance of Notice to Settlement Class and is available at www.kclcoisettlement.com.

You should consult your own tax advisors about the tax consequences of the proposed Settlement, including any benefits you may receive and any tax reporting obligations you may have as a result.

8. How do I participate in the Settlement?

Settlement Class Members do not have to do anything to participate in the Settlement. No claims need to be filed. Upon approval of the Settlement, a settlement check will be sent to every Settlement Class Member in the amount determined by the Settlement Administrator using the method described in Question 7. If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member. If your address changes, you should contact the Settlement Administrator to give them your new address.

9. When will I receive my settlement check?

The settlement checks will be sent to Settlement Class Members within 30 days after the Final Settlement Date, which is the date that the approval process is formally completed. It is a condition of the Settlement that both the Court in this case and the *Sheldon* Court approve the Settlement. The Final Settlement Date will not occur until both approvals have been given and are final. Settlement checks will be automatically mailed without any proof of claim or further action on the part of the Settlement Class Members. It could take several months to complete the Settlement process and depending on factors that cannot be predicted at this time. Updates will be made available to you on the Settlement Website, www.kclcoisettlement.com.

10. What happens if I do nothing?

If the Settlement is approved, you will receive a settlement check representing your share of the Settlement.

If the Settlement is approved, you cannot sue KCL or be part of any other lawsuit against KCL concerning the Released Claims, as that term is defined in the Settlement Agreement.

If your Policy is still in force, KCL is not required to lower its Cost of Insurance Rates and may continue to use its current Cost of Insurance Rates. KCL may also increase Cost of Insurance Rates if deterioration in its expectations as to future mortality experience is the reason for the increase.

The Settlement Agreement is available at www.kclcoisettlement.com and describes the claims that you are giving up. If you have any questions, you can talk to the law firms listed in Question 13 for free, or you can hire your own lawyer.

11. Can I exclude myself from the Settlement?

Yes. If you don't want a payment from the Settlement, and/or you want to keep the right to hire your own lawyer and sue KCL at your own expense about the issues in this case, then you may request to be excluded from the Settlement Class by sending a written notice to the Settlement Administrator. The notice must include the following information:

- The Settlement Class Member's name (or the name of the entity that owns the Policy), current address, telephone number, and e-mail address;
- Policy number(s);
- A clear statement that the Settlement Class Member elects to be excluded from the Settlement Class and does not want to participate in the Settlement in *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP; and,
- The Settlement Class Member's signature, or the signature of a person providing a valid power of attorney to act on behalf of the Settlement Class Member. If there are multiple owners of a Policy, all owners must sign the notice, unless the signatory submits a copy of a valid power of attorney to act on behalf of all then-current owners of the Policy.

Policy owners issued Policies in California or Maryland should carefully consider the rulings in the *Fine* and *McMillan* cases respectively before asking to be excluded. The rulings in those cases may remain binding upon you if you elect not to participate in this Settlement, including any adverse rulings issued by the courts. The cases will be dismissed with prejudice if this Settlement is approved.

If you want to exclude yourself from the Settlement, your written notice must be mailed to the Settlement Administrator at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, postmarked no later than October 27, 2025.

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

You can object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you must serve a written objection in the case, *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP. The objection must include the following:

- The Settlement Class Member's name (or the name of the entity that owns the Policy), current address, telephone number, and email address;
- Policy number(s);
- A written statement of all reasons 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 (if any);
- A list of all persons who will be called to testify in support of the objection (if any);
- A list of any attorneys that represent you or assisted in the preparation of your objection.
- Whether you intend to appear at the Fairness Hearing and the identity of all attorneys (if any) who will appear at the Fairness Hearing on your behalf;
- Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; and
- The signature of you or your counsel.

You must mail your objection to the Settlement Administrator at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, postmarked no later than October 27, 2025.

13. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as "Class Counsel" to represent all the members of the Settlement Class:

<p>John J. Schirger, Joseph M. Feierabend Schirger Feierabend LLC 6811 Shawnee Mission Parkway, Suite 312 Overland Park, KS 66202 kclcoisettlement@SFLawyers.com</p>	<p>Patrick J. Stueve, Bradley T. Wilders, Lindsay Todd Perkins, Ethan M. Lange Stueve Siegel Hanson LLP 460 Nichols Rd., Suite 200 Kansas City, MO 64112 kclcoisettlement@stuevesiegel.com</p>
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If you have questions, you may contact these lawyers. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel and the other lawyers who were involved in the pending case have not been paid for their work reaching a settlement in this case and the other pending, unresolved cases. In addition to thousands of hours of labor spent on this case, Class Counsel have expended expenses prosecuting this case. The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will seek an award for attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of Class Counsel's costs and expenses (no more than \$1,175,000), also to be paid from the Settlement Fund. You will not be responsible for payment of Class Counsel's fees and expenses.

Class Counsel will also request service award payments of up to \$25,000 for each of the following Plaintiffs for their service to the Settlement Class: Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan. These payments will also be paid from the Settlement Fund.

The Judge will determine any amounts to be paid to Class Counsel and to these four Plaintiffs. Class Counsel's motion seeking an award of attorneys' fees, reimbursement of costs and expenses, and service awards for the Plaintiffs will be available at www.kclcoisettlement.com.

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

The Judge will hold a Fairness Hearing to decide whether to approve the Settlement and any requests for attorneys' fees and expenses, service awards to Plaintiffs, and the costs of settlement administration. You may attend and ask to speak, but you do not have to.

The Judge will hold the Fairness Hearing at 10:00 a.m. on December 12, 2025, at the United States District Court for the Western District of Missouri, 400 E. 9th Street, Courtroom 7A, Kansas City, MO 64106. The Fairness Hearing may be moved to a different date or time without additional notice being mailed to you, so please check www.kclcoisettlement.com for any updates. At the Fairness Hearing, the Judge will consider whether the Settlement is fair, reasonable, and adequate and in the best interests of Settlement Class Members and whether to award the requested attorneys' fees, expenses, service awards, and the costs of settlement administration. If there are objections, the Judge will consider them and will listen to people who have asked to speak at the Fairness Hearing. After the Fairness Hearing, the Judge will decide whether to approve the Settlement. We do not know how long the Judge's decision will take.

16. Do I have to attend the hearing?

No, but you or your own lawyer are welcome to attend the Fairness Hearing at your expense. If you send a timely objection but do not attend the Fairness Hearing, the Judge will still consider your objection.

17. May I speak at the hearing?

You may speak at the Fairness Hearing. If you file an objection, the objection must state your intention to appear and speak at the Fairness Hearing, including if you wish to appear through counsel, in which case your written objection must list the attorneys representing you who will appear at the Fairness Hearing.

18. If I cash the settlement check, will it affect my Policy(ies)?

No. Cashing the settlement check or not cashing the settlement check has no effect on your Policy(ies).

19. How do I get more information?

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement at www.kclcoisettlement.com. You may also send your questions to the Settlement Administrator, in writing, at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, or call the Settlement Administrator at (855) 493-7460. You can review the Court's docket in this case at www.pacer.gov.

If your address has changed or will change, please notify the Settlement Administrator by December 11, 2025.

Be sure to regularly check www.kclcoisettlement.com for updates, as information contained in this notice, including dates, times, or locations, may be changed without additional notice being mailed to you.

DATE: August 28, 2025