

**NOTICE OF CERTIFIED CLASS ACTION  
RE “UNIVERSAL FLEXIPLUS” LIFE INSURANCE POLICIES  
SOLD BY METLIFE IN 1987-1998 AND  
NOW ADMINISTERED BY SUN LIFE**

Dear Policy Owner,

This notice is to provide you with important information about a class action lawsuit brought against Sun Life Assurance Company of Canada (“Sun Life”) and to describe your rights as a member of the Class, as defined below. You are receiving this letter because Sun Life’s records indicate you are or were a holder of a Universal\_Flexiplus policy, or a representative of such a policy holder. Please read this letter carefully to determine how to proceed.

**About the class action lawsuit**

This class action concerns Sun Life’s administration of three types of universal life insurance policies, including Universal\_Flexiplus, that were sold to policyholders in Canada by Metropolitan Life Insurance Co. (“MetLife”) agents in the period 1987 to 1998. These policies were subsequently administered by Mutual Life Assurance Company of Canada (in 1998), Clarica Life Insurance Company (between 1999 and 2002), and Sun Life (since 2002).

The class action alleges the following:

- The Cost of Insurance rate and Administration Fee charges for Universal Flexiplus policies were adjusted contrary to the terms of the policy contracts, resulting in-higher-payments by policyholders.
- The “Maximum Premium” number set out in the Universal Flexiplus policies was the highest amount of annual premium that the policyholder would ever be required to pay in order to keep the policy in force. If the plaintiffs are successful, this issue may put a cap on your future premium payments, and if you have ever paid more than the “Maximum Premium” number set out in the policy, you may be eligible to receive damages.

**Certification Order**

This lawsuit was certified as a national class action by the Ontario Court of Appeal on September 8, 2018. The Certification Order was settled by the Ontario Superior Court of Justice (the “Court”) on February 20, 2020. The Court appointed Eldon Fehr, Gaetan Laurier, Leslie Michael Lucas, James Patrick O’Hara, Rebecca Jean Clark, and Lloyd Shaun Clark to serve as the representative plaintiffs for the class action. The Court has appointed Kim Spencer McPhee Barristers P.C. as Class Counsel.

**Who is included in the Class?**

This action is certified on behalf of the three national sub-classes:

- (a) The “**Universal Plus Class**” is defined as persons who owned or own a Universal Plus policy sold by MetLife in Canada during the period 1987 through 1998, including any successor owners of the policy. Eldon Fehr and Gaetan Laurier are the Representative Plaintiffs for the Universal Plus Class.

- (b) The “**Flexiplus Class**” is defined as persons who owned or own a Flexiplus policy sold by MetLife in Canada during the period 1987 through 1998, including any successor owners of the policy whose monthly costs of insurance and/or monthly administration fee was increased in one or more of 2001, 2006, or 2015 or the ninth year of the policy. Eldon Fehr, Leslie Michael Lucas, Rebecca Jean Clark and Lloyd Shaun Clark are the Representative Plaintiffs for the Flexiplus Class.
- (c) The “**Optimet Class**” is defined as persons who owned or own an Optimet policy sold by MetLife in Canada during the period 1987 through 1998, including any successor owners of the policy where an increased cost of insurance rate was charged and paid commencing in year nine (9) of the policy. James Patrick O’Hara is the Representative Plaintiff for the Optimet Class.

If you believe that you, or any policyholder whose interests you represent, are included in the class based on the above descriptions, you should read this notice to determine what (if anything) you should do.

### **What are your options?**

Class members have the following options:

**1. Do nothing.**

By doing nothing, you will remain a member of the Class, and you will be bound by the outcome of this class action, whether favorable or not. This means that if the lawsuit is successful at the common issues trial, or a court approved settlement is reached, you may qualify to share in the relief provided in the lawsuit. On the other hand, if the lawsuit is not successful at trial, you will be bound by that result, and will not be entitled to sue Sun Life individually with respect to the issues covered by the lawsuit.

**2. Opt out.**

If you do not want to be included in this class action, you may opt out (exclude yourself) from the case. You would be free to pursue individually any claims you may have against Sun Life. If you opt out, you will not be entitled to any compensation or benefits received by Class Members if this lawsuit is ultimately successful. If you wish to opt out, you must write a letter with the following information:

- (a) the name, mailing address, email address, and phone number of the person opting out;
- (b) the Universal Flexiplus policy number;
- (c) the name of this case (“Sun Life Class Action”); and
- (d) a signed statement that “I/we hereby request that I/we be excluded from the Sun Life class action”.

If you choose to opt out, please mail your opt-out letter as described above to:

CA2 Inc.  
9 Prince Arthur Ave.  
Toronto ON M5R 1B2

Any opt-out notice must be received no later than September 17, 2021.

No person may opt out a mentally incapable person without permission of the Court, after notice to the Public Guardian and Trustee, as applicable to Class Members resident in Ontario, and to comparable or equivalent entities in the other provinces and territories, as applicable to Class Members resident in other provinces and territories.

**Will I have to pay anything to participate in this class action?**

A class action is comprised of two stages: the common issues stage, and the individual issues stage. This lawsuit is currently in the common issues stage, and is advancing towards a common issues trial that will determine important issues common to all Class Members. You will not have to pay anything to be a class member at this stage.

If the plaintiffs are successful at the common issues trial, then the action moves to the individual issues stage. At that time, you will have the option of participating in processes established by the Court to prove your individual claim, and potentially obtain compensation. You may have to bear the costs of doing so, but you will be under no obligation to pursue your individual claim if you choose not to.

Plaintiffs' counsel have entered into an agreement with the representative plaintiffs providing that counsel will not receive payments for their work unless and until the class action is successful in obtaining recoveries or other benefits from the defendant. Any counsel fees or expense recoveries must be approved by the Court.

**Notify Class Counsel of your interest or participation; additional information**

**Although not required, you are invited to notify Class Counsel of your interest or participation in the class action by contacting Class Counsel, so we may notify you directly of any future developments.** If you have questions about the information in this letter or how the class action applies to you, please contact Class Counsel. The contact information is:

**Visit the website: [SunLifeClassAction.com](http://SunLifeClassAction.com)**

Email to [SunLifeClassAction@complexlaw.ca](mailto:SunLifeClassAction@complexlaw.ca)  
Phone 416 349-6588  
[www.complexlaw.ca](http://www.complexlaw.ca)

Kim Spencer McPhee Barristers PC  
1200 Bay Street, Suite 1203  
Toronto, ON M5R 2A5

**Please do not contact the Court with any inquires.**

**THIS NOTICE HAS BEEN APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.**