

Summary of the terms of the scheme for the transfer of certain policies of Canada Life Limited to Countrywide Assurance plc under Part VII of the Financial Services and Markets Act 2000

1. **INTRODUCTION**

The following information is a summary of the terms of the proposed transfer (the "**Transfer**") of certain individual protection policies ("**Transferred Business**") of Canada Life Limited ("**Canada Life**") to Countrywide Assurance plc ("**Countrywide**"). The full terms of the Transfer are contained in the Scheme document (the "**Scheme**"). The Scheme requires approval of the High Court of Justice of England and Wales (the "**Court**").

2. **EFFECTIVE DATE**

If approved, the terms of the Scheme are expected to come into effect on 23 February 2025 at 23:59 (the "**Effective Date**"). The Effective Date may be delayed by Canada Life and Countrywide, for example if there are operational reasons which mean it is not possible to undertake the Transfer on that date. The Effective Date can only be delayed up to 3 months from 23 February 2025 unless the Court gives permission for an extension. Updates on the Effective Date will be available at www.canadalife.co.uk/individual-protection

THE BUSINESS TO BE TRANSFERRED

2.1 On the Effective Date, all rights, benefits, obligations and liabilities of Canada Life in respect of the Transferred Business, and certain other assets as specified in the Scheme, will transfer to Countrywide unless they are specifically excluded by the terms of the Scheme.

2.2 The Transfer will be made under Part VII of the Financial Services and Markets Act 2000 ("**FSMA**"). The Scheme, the report of the Independent Expert (an independent actuary appointed to review the Scheme), and other information is available at www.canadalife.co.uk/individual-protection

3. **EFFECTS OF THE SCHEME**

If the Transfer goes ahead:

- 3.1 Countrywide will become the insurer in relation to your policy and will be responsible for administering it and for making payments under it, instead of Canada Life;
- 3.2 the terms and conditions of your policy will not be affected other than as necessary to replace Canada Life with Countrywide;
- 3.3 any claims you have under your policy should be made to Countrywide, instead of to Canada Life;
- 3.4 Countrywide will be responsible for making any payments due under the terms of your policy;
- 3.5 any payments will continue to be made as before, including the timing and the amount of the payments due; no additional action is required on your part in relation to payments due from Countrywide (for example, you do not need to inform your bank);
- 3.6 Countrywide will obtain the benefit of the reinsurance contracts which cover the Transferred Business as these reinsurance contracts will also transfer to Countrywide; and

3.7 the distribution arrangements Canada Life has with distributors such as financial advisers and other sales platforms for the policies will be replicated with Countrywide, with the replicated contracts being different only in ways necessary to reflect the agreed approach in respect of certain rights and obligations related the Transferred Business.

4. **HOW THE TRANSFER WILL BE IMPLEMENTED**

The transfer of the Transferred Business to Countrywide is to be carried out under section 111(1) of FSMA. The Transfer will not proceed unless an order sanctioning the Scheme is given by the Court.

5. **CONTINUITY OF PROCEEDINGS**

From the Effective Date, any court cases, proceedings or applications to any authority in connection with the Transferred Business (including any complaint or claim to any ombudsman) with Canada Life ("**Proceedings**") will be continued against Countrywide including any future Proceedings and any Proceedings commenced in error against the Canada Life in relation to the Transferred Business. Countrywide will be entitled to any and all defences, claims, counterclaims, rights of set-off and any other rights that Canada Life would have had.

6. **DATA PROTECTION**

From the Effective Date, Countrywide will become the data controller in place of Canada Life in relation to the Transferred Business, and consents and information given to Canada Life will be deemed to have been given to Countrywide.

7. **MANDATES AND OTHER INSTRUCTIONS**

From the Effective Date, any mandates or other instructions relating to amounts payable from Canada Life in respect of the Transferred Business will become an instruction to Countrywide instead.

8. **EXCLUDED POLICIES**

If for technical reasons any policy or group of policies are unable to transfer, they will be treated all practical purposes in the same way as if they had transferred. To achieve this, a reinsurance and trust arrangements between Canada Life and Countrywide will be put in place until it is possible to transfer them. The purpose of these arrangement is to transfer the economic responsibility under the excluded policies to Countrywide until these policies can transfer to Countrywide. Canada Life and Chesnara will work together to transfer these policies in full as soon as they are able to do so.

9. **COSTS AND EXPENSES**

All costs associated with the Transfer will be met by Canada Life and Countrywide and will not be passed on to policyholders.