

IN THE HIGH COURT OF JUSTICE,
BUSINESS AND PROPERTY DIVISION,
COMPANIES COURT

DATED [●] 2027

IN THE MATTER OF CHESNARA LIFE (UK) LIMITED

and

IN THE MATTER OF COUNTRYWIDE ASSURED PLC

and

IN THE MATTER OF PART VII OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

**for the transfer of the whole of the
business of Chesnara Life (UK)
Limited to Countrywide Assured plc
pursuant to Part VII of the Financial
Services and Markets Act 2000**



CONTENTS

Page

1.	DEFINITIONS AND INTERPRETATION	3
2.	INTRODUCTION	17
3.	TRANSFER OF TRANSFERRING BUSINESS	17
4.	ALLOCATION	20
5.	CONTINUITY OF PROCEEDINGS	22
6.	RIGHTS AND OBLIGATIONS UNDER THE TRANSFERRING BUSINESS	23
7.	RESIDUAL POLICIES AND EXCLUDED POLICIES	24
8.	PREMIUMS, MANDATES AND OTHER PAYMENTS	26
9.	DECLARATION OF TRUST BY THE TRANSFEROR	26
10.	INDEMNITIES IN FAVOUR OF THE TRANSFEROR AND THE TRANSFEREE	27
11.	EFFECTIVE DATE	28
12.	MODIFICATION, AMENDMENTS OR ADDITIONS	29
13.	EFFECT OF TRANSFER	30
14.	EVIDENCE OF TRANSFER	31
15.	SUCCESSORS AND ASSIGNS	31
16.	COSTS AND EXPENSES	31
17.	THIRD PARTY RIGHTS	31
18.	GOVERNING LAW	31
	SCHEDULE 1 – SERVICE AGREEMENTS	32
	SCHEDULE 2 – OUTWARDS REINSURANCE AGREEMENTS	34

PART A

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Scheme, unless the subject or context requires otherwise, the following expressions bear the meanings respectively set opposite them:

"Applicable Law"	means, in relation to a relevant matter or party, any and all: <ul style="list-style-type: none">(a) legislation (including statutes, statutory instruments, treaties, regulations, orders, directives, by-laws and decrees), common law and equitable principles which are binding on the relevant party or otherwise applicable in respect of the relevant matter;(b) all Regulatory Requirements and rules, regulations, requirements, guidance or published practice of any Relevant Authority which are binding on the relevant party or otherwise applicable in respect of the relevant matter;(c) binding judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal, or Relevant Authority where applicable to the relevant party or otherwise applicable in respect of the relevant matter; and(d) industry guidance, codes and standards which are mandatory or endorsed by any Relevant Authority where applicable to the relevant party or otherwise applicable in respect of the relevant matter
"Business Intellectual Property Rights"	means all IP Rights owned or licensed by the Transferor
"Capital Assets"	means such amount of assets as the Transferor's Board, on the advice of the Transferor's Actuary, shall determine as sufficient to ensure that the Transferor is able to meet its regulatory capital requirements in accordance with Applicable Law and the Transferor's capital policy immediately upon the Effective Date
"CASLP Scheme"	means the Scheme approved by order of the Court dated 21 December 2023 providing for the transfer to the Transferee of the Long-Term Business of CASLP Limited
"Chesnara Group"	means Chesnara, any subsidiary undertaking or parent undertaking of Chesnara for the time being and any subsidiary undertaking for the time being of a parent undertaking of Chesnara (including, for the avoidance of doubt, the Transferor and the Transferee) and a reference to a "member of the Chesnara Group" shall be construed accordingly
"Chesnara"	means Chesnara plc, a company incorporated and registered in England and Wales with company registration number 4947166 whose registered office is at 2nd Floor, 33-34 Winckley Square, Preston, Lancashire, PR1 3JJ, United Kingdom
"Canada Life Schemes"	means: <ul style="list-style-type: none">(a) the Scheme approved by order of the Court dated 17 July 2026; and

- (b) the Scheme approved by order of the Court dated 3 February 2025,

providing for the transfer to the Transferee of certain Long-Term Business of Canada Life Limited

"Court"	means the High Court of Justice in England and Wales
"CWA Scheme"	means the Scheme approved by order of the Court dated 26 June 2006 providing for the transfer to the Transferee of certain Long-Term Business of City of Westminster Assurance Company Limited
"Data Protection Consent"	has the meaning given to the term "consent" in the Data Protection Legislation
"Data Protection Legislation"	<p>means:</p> <p>(a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including, without limitation, the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011/1208 no. 6), the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 ("EU GDPR") as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as "PECR", the "DPA 2018" and the "UK GDPR" accordingly); and</p> <p>(b) any related code of practice or guidance published by a competent Data Protection Supervisory Authority or the European Data Protection Board from time to time</p>
"Data Protection Supervisory Authority"	has the meaning given to the term "Commissioner" in the Data Protection Legislation
"Effective Date"	means the time and date on which this Scheme shall take effect in accordance with paragraph 11
"Encumbrance"	means encumbrance or security interest of any kind whatsoever including a mortgage, charge (fixed or floating), pledge, lien, hypothecation, restriction, right to acquire, right of pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equities, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by or claims by third parties
"EUWA"	means the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal) Act 2020 and REUL Act
"Excluded Assets"	<p>means:</p> <p>(a) any rights of the Transferor under this Scheme;</p> <p>(b) the Retained Records;</p> <p>(c) any asset of the Transferor that would be comprised in the Transferring Assets but which the parties agree in</p>

	writing prior to the Effective Date shall not be transferred to the Transferee;
	(d) the Excluded Policies and rights, benefits and powers of the Transferor under or otherwise arising in connection with the Excluded Policies; and
	(e) the rights of the Transferor to any defence, claim, counterclaim or right of set-off in respect of any of the rights referred to in paragraphs (a) to (d) inclusive above or in respect of any of the Excluded Liabilities
"Excluded Liabilities"	means any liability of the Transferor which: <ul style="list-style-type: none"> (a) arises under this Scheme; or (b) is attributable to or connected with an Excluded Asset; (c) arises in connection with, or by virtue of, the Excluded Policies; or (d) the Transferor and Transferee agree in writing prior to the Effective Date that it shall not be transferred to the Transferee
"Excluded Policies"	means the Policies with the following policy numbers: <ul style="list-style-type: none"> (a) OIB 402028/20; (b) OIB 402029/20; and (c) OIB 101946/33, <p>in each case, to the extent that and for so long only as such Policies have not been validly transferred from the Transferor to the Transferee in accordance with the laws of the Bailiwick of Guernsey</p>
"Existing Schemes"	means the CWA Scheme, the S&P Scheme, the Protection Life Scheme, the CASLP Scheme and the Canada Life Schemes
"FCA"	means the Financial Conduct Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such regulatory and supervisory functions in relation to Long-Term Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Financial Conduct Authority under FSMA
"FCA Rules"	means the handbook of rules and guidance issued by the FCA from time to time pursuant to FSMA
"Financial Ombudsman Service"	means the scheme provided under Part XVI of FSMA (the Ombudsman Scheme) under which certain disputes may be resolved by an independent person
"FSMA"	means the Financial Services and Markets Act 2000
"Historic Administration Error"	means an error or omission in relation to the sale, underwriting, issuing, distributing, or administration of, or processes relating to, one or more Transferring Policies which: <ul style="list-style-type: none"> (a) was made prior to the Effective Date; and (b) results in: <ul style="list-style-type: none"> (i) amounts being or having been paid (or amounts becoming due to be paid in the future) to one or more Policyholders which, by reference to the amount actually due (or becoming due in the future) to such Policyholders under or in respect of their Transferring Policy, were (or will be) incorrect;

- (ii) incorrect statements or calculations being made with respect to the Transferring Policies;
- (iii) a Transferring Policy falling outside applicable underwriting guidelines (including underwriting guidelines in place with respect to Outwards Reinsurance Agreements);
- (iv) a Transferring Policy being provided to the relevant Policyholder which does not reflect the contractual benefits actually due to such Policyholder or the amount of premium actually payable by such Policyholder; or
- (v) a breach of any Transferring Policy or Applicable Law

"HMRC"

means HM Revenue & Customs

"IP Rights"

means all rights and interests in the nature of registered designs and unregistered designs and design rights, trade mark rights, topography rights, copyright (including, without limitation, copyright in software), moral rights, database rights, rights in inventions, patents, know-how, procedural manuals (including claims manuals and technical manuals), trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all applications, rights to apply for, and obtain, registrations, in respect of any and all of the foregoing including extensions, revivals and renewals of such rights, and all other rights or forms of protection having equivalent or similar effect anywhere in the world

"Linked Assets"

has the meaning given to it in the FCA Rules

"Linked Fund"

means an internal linked fund maintained by the Transferor or the Transferee (as applicable) for the purpose of calculating the benefits payable under Linked Policies (including any fund maintained for the purpose of calculating benefits linked to the value of externally managed funds)

"Linked Policy"

means Policies under which the benefits are wholly or partly to be determined by reference to:

- (a) the value of property of any description (whether specified or not); or
- (b) fluctuations in the value of any such property; or
- (c) income from such property; or
- (d) fluctuations in an index of the value of such property

"Long-Term Business"

means the business of effecting or carrying out long-term insurance contracts as principal, being contracts falling within Part II of Schedule 1 to the RAO

"Long-Term Insurance Fund"

means the fund maintained for accounting purposes by the Transferor or Transferee (as applicable) comprising all of the assets identified to cover its Long-Term Business liabilities

"Losses"

means any and all losses, liabilities, demands, claims, actions, costs, proceedings, damages, fees, fines, penalties and/or Tax, provided that any amounts in respect of VAT thereon shall only be a Loss to the extent not recoverable by way of credit or refund from the relevant Tax authority

"Marketing Preference"

means an indication (whether by way of a Data Protection Consent or by not opting out of direct marketing, as applicable)

	<p>given by a data subject to the Transferor from time to time for the use of that data subject's personal data to issue direct marketing to them regarding the products and services of the Transferor by any means of communication, or an indication (by act or omission, as appropriate) by the data subject that such Data Protection Consent is withheld or withdrawn, or by opting out of receiving direct marketing</p>
"Mis-selling"	<p>means the sale of a Transferring Policy in circumstances where:</p> <ul style="list-style-type: none"> (a) a Transferring Policyholder was not provided with appropriate information in relation to such Transferring Policy; and/or (b) there were actions and/or omissions of the Transferor (or any other persons or entities which were involved in the sale of the Transferring Policy, including any agent), which, in either case, constituted: (i) a breach of, or failure to comply with, Applicable Law; (ii) a breach of any contract with the relevant Policyholder by (or on behalf of) the Transferor on or prior to the Effective Date; and/or (iii) negligence of (or on behalf of) the Transferor on or prior to the Effective Date
"Non Profit-Fund"	<p>means the fund bearing the name "non-profit fund" within the Transferee Long-Term Insurance Fund, which is maintained for accounting purposes to identify Long-Term Insurance Business which is shareholder-backed business and is not allocated to the Transferee WP Funds</p>
"Order"	<p>means an order made by the Court pursuant to section 111 of FSMA sanctioning this Scheme and any order (including any subsequent order) in relation to this Scheme made by the Court pursuant to section 112 of FSMA</p>
"Outwards Reinsurance Agreements"	<p>means the reinsurance agreements listed in Schedule 2, in each case as novated, amended and supplemented from time to time, and which remain in force or in respect of which there are outstanding claims as at the Effective Date</p>
"Part 4A permission"	<p>means a permission to carry on regulated activities granted under Part 4A of FSMA, or having effect as if so given</p>
"Policy" and "Policyholder"	<p>shall have the meanings given to them in the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2361)</p>
"Pre-Transfer Linked Fund"	<p>means a Linked Fund established and maintained by the Transferor prior to the Effective Date which contains Transferring Assets and Transferring Liabilities (and "Pre-Transfer Linked Funds" shall be construed accordingly)</p>
"Post-Transfer Linked Fund"	<p>means a Linked Fund established and maintained by the Transferee prior to the Effective Date which will, on and following the Effective Date, contain Transferring Assets and Transferring Liabilities and "Post-Transfer Linked Funds" shall be construed accordingly</p>
"PRA"	<p>means the Prudential Regulation Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such prudential and supervisory functions in relation to Long-Term Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Prudential Regulation Authority under FSMA</p>
"PRA Rules"	<p>means the handbook of rules and guidance issued by the PRA from time to time pursuant to FSMA</p>

"Proceedings"	<p>means any action or other legal or administrative proceedings or step (whether direct or indirect, by way of a claim, demand, legal proceedings, execution of judgment, arbitration, complaint or otherwise howsoever), whether pending, current or future, including:</p> <ul style="list-style-type: none"> (a) any judicial, quasi-judicial, administrative or regulatory review or process; (b) any complaint or claim to any ombudsman, including the Financial Ombudsman Service; (c) arbitration; (d) mediation; and (e) any other dispute resolution procedure (whether or not it involves submission to any court)
"Protection Life Scheme"	means the Scheme approved by order of the Court dated 4 December 2014 providing for the transfer to the Transferee of certain Long-Term Business of Protection Life Company Limited
"RAO"	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544)
"Records"	<p>means all such books and records, lists of Policyholders and suppliers, books of account and other records or documents of any kind whatsoever (including any rights thereto) of the Transferor in whatever media which, as at the Effective Date, relate to the Transferring Business (but only to the extent that they relate to the Transferring Business and excluding VAT Records which the Transferor is required to retain pursuant to section 49 VATA) which are reasonably required to:</p> <ul style="list-style-type: none"> (a) administer the Transferring Policies in accordance with Applicable Law and the Transferring Policy terms and conditions and to a standard equivalent to that which applied prior to the Effective Date; (b) perform and comply with all of the contractual obligations of the Transferor and exercise all of the contractual rights of the Transferor under the terms of the Transferring Business Contracts (including any historic experience data relating to such agreements); or (c) administer in accordance with Applicable Law any other Transferring Liabilities not covered by limbs (a) and (b), <p>in each case, which are in the actual possession of, or under the control, including being held by a third party service provider, of the Transferor</p>
"Regulatory Authority"	means the PRA and/or the FCA
"Regulatory Requirements"	means in relation to each party, FSMA, the PRA Rules, the FCA Rules and such other legal or regulatory requirement (including, for the avoidance of doubt, requirements under any public law and under any civil law) that applies to it from time to time
"Reinsurance Arrangement"	means the reinsurance arrangement implemented in respect of the Residual Policies and the Excluded Policies pursuant to and in accordance with paragraph 7.1
"Relevant Authority"	means any person, body, government, government department, quasi-governmental, supranational, statutory, regulatory or investigative body, authority, agency, bureau, board, commission, court, association, institution, department, tribunal or instrumentality thereof (including any Regulatory Authority and

any other financial services or other regulatory authority, including a Data Protection Supervisory Authority) which regulates or supervises any member of the Chesnara Group

"Relevant Date"

means the Effective Date except in the case of any Residual Policy, Residual Asset or Residual Liability in which case it means the applicable Subsequent Transfer Date

"Residual Assets"

means:

- (a) any asset comprised in or relating to the Transferring Business but either (i) the Court does not have jurisdiction, or refuses, to order the transfer of such asset pursuant to section 112 of FSMA at the Effective Date, or (ii) an order of the Court would not be recognised by the laws of the jurisdiction in which such asset is situated or by which it is governed or further steps are necessary to effect the transfer of such asset pursuant to the laws of the jurisdiction in which the asset is situated;
- (b) any property of the Transferor that would be comprised in the Transferring Business (including any right, benefit or power of the Transferor under any Transferring Policy) but the transfer of which the Transferor and the Transferee agree in writing prior to the Effective Date is to be delayed until after the Effective Date;
- (c) any property of the Transferor that would be comprised in the Transferring Business but which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason;
- (d) the Capital Assets; or
- (e) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, or any other property or rights earned or received from time to time after the Effective Date but prior to any Subsequent Transfer Date in respect of any such property referred to in paragraphs (a) to (d) of this definition

"Residual Liability"

means any liability of the Transferor:

- (a) comprised in or relating to the Transferring Business but either (i) the Court does not have jurisdiction, or refuses, to order the transfer of such liability pursuant to section 112 of FSMA at the Effective Date, or (ii) an order of the Court would not be recognised by the laws of the jurisdiction in which such liability is situated or by which it is governed or further steps are necessary to effect the transfer of such asset pursuant to the laws of the jurisdiction in which the liability is situated;
- (b) that would be comprised in the Transferring Liabilities but the transfer of which the Transferor and the Transferee agree in writing prior to the Effective Date is to be delayed until after the Effective Date;
- (c) that would be comprised in the Transferring Liabilities, but which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason; or
- (d) that is attributable to or connected with a Residual Asset or a Residual Liability referred to in paragraphs (a) to (c) above that is incurred by the Transferor at any time after

	the Effective Date but before the Subsequent Transfer Date applicable to that Residual Asset or Residual Liability
"Residual Policies"	<p>means any Policy of the Transferor under which any liability remains unsatisfied or outstanding at the Effective Date, but which:</p> <ul style="list-style-type: none"> (a) is not capable of being transferred pursuant to FSMA at the Effective Date; (b) the Court for any reason determines not to transfer by the Order; (c) the Order specifies certain steps to be taken before such Policy can be transferred and such steps have not been completed on or before the Effective Date; or (d) is a Sanctioned Policy, <p>but excluding the Excluded Policies. Each such Policy shall be a Residual Policy only until the Subsequent Transfer Date applicable to such Policy occurs, at which point such Policy shall cease to be a Residual Policy and shall become a Transferring Policy</p>
"Retained Records"	<p>means:</p> <ul style="list-style-type: none"> (a) the statutory registers, minute books and other corporate records of the Transferor; (b) any accounting and financial and other records of the Transferor which the Transferor is required by Applicable Law to retain, including VAT records; and (c) any other books and/or records to the extent those books and/or records relate to any other Excluded Asset
"REUL Act"	means the Retained EU Law (Revocation and Reform) Act 2023
"S&P Scheme"	means the Scheme approved by order of the Court dated 15 December 2011 providing for the transfer to the Transferee of certain Long-Term Business of Save & Prosper Insurance Limited and Save & Prosper Pensions Limited
"Sanctioned Policy"	means any Policy of the Transferor which has a positive match on a Sanctions List
"Sanctions List"	means the lists of designated sanctions targets maintained by the United Nations, the United Kingdom, the European Union and the United States, in each case as amended, supplemented or substituted from time to time, including the UK Sanctions List, the Consolidated List of Financial Sanctions Targets in the UK, the Consolidated United Nations Security Council Sanctions List, the US Specially Designated Nationals and Blocked Persons List and the Consolidated Sanctions List and in the case of the European Union, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions
"Scheme"	means this scheme in its original form or with or subject to any modification, amendment or addition which may be approved, imposed or made in accordance with paragraph 12
"Service Agreements"	means those contracts listed in Schedule 1, in each case as novated, amended and supplemented, from time to time, and which remain in force or in respect of which there are outstanding claims or liabilities as at the Effective Date
"Special Categories of Data"	means the categories of personal data that are listed in Article 9(1) of the UK GDPR

"Subject Access Request"	means a subject access request for access to personal data made by a data subject pursuant to the Data Protection Legislation
"Subsequent Transfer Date"	<p>means in relation to any Residual Asset, Residual Liability or Residual Policy the date (and each date) after the Effective Date on which such Residual Asset, Residual Liability or Residual Policy is or is to be transferred to the Transferee, namely:</p> <ul style="list-style-type: none"> (a) in respect of any Residual Asset or Residual Liability falling within paragraph (a) of the respective definitions thereof, and of any other Residual Liability which is attributable to or connected with any such Residual Asset, the date on which any impediment to its transfer shall have been removed or overcome; (b) in respect of any Residual Asset or Residual Liability falling within paragraph (b) of the respective definitions thereof, and of any other Residual Liability which is attributable to or connected with any such Residual Asset, the date agreed in writing by the Transferor and the Transferee; (c) in respect of any Residual Asset or Residual Liability falling within paragraph (c) of the respective definitions thereof, the date on which such Residual Asset or Residual Liability can be transferred to or vested in the Transferee; (d) in respect of any Residual Asset falling within paragraph (d), the date on which, in the opinion of the Transferor's Board, having obtained appropriate actuarial advice, such assets or part thereof are no longer required to be retained by the Transferor to meet its regulatory capital requirements in accordance with Applicable Law and the Transferor's capital policy; (e) in respect of any Residual Asset falling within paragraph (e) or Residual Liability falling within paragraph (d) of the respective definitions thereof, the date on which such Residual Asset is received or earned by the Transferor or, in the case of a Residual Liability, the date on which such liability is incurred by the Transferor; and (f) in respect of any Residual Policy, the date on which the transfer of all rights, title, interest in, and obligations under such Policy is fully effective in the United Kingdom and under the law of any other country or territory to which it is subject (and, without prejudice to the generality of the foregoing, in respect of a Residual Policy that is a Sanctioned Policy, the date on which there is no longer a positive match in respect of such Policy on the Sanctions List)
"Tax" or "Taxation"	<p>means:</p> <ul style="list-style-type: none"> (a) all taxes, charges, tariffs, levies, imposts, duties, social security contributions, withholdings or other amount whenever created or imposed, in each case in the nature of taxes whether of the United Kingdom or elsewhere payable to or imposed by any authority responsible for the collection or management of such tax, charge, tariff, levy, impost, duty, withholding or other amount; and (b) all interest, penalties, fines and other charges incidental or relating to any sum falling within (a) above or which arise as a result of a failure to pay that sum on the due date or to comply with any obligation relating to it

"Transferee"	means Countrywide Assured plc, a company incorporated and registered in England and Wales with company registration number 02261746 whose registered office is at 2nd Floor, 33-34 Winckley Square, Preston, Lancashire, United Kingdom, PR1 3JJ
"Transferee Claim"	has the meaning given in paragraph 10.4
"Transferee WP Funds"	means the with profits sub-funds of the Transferee's Long-Term Insurance Fund
"Transferee's Actuary"	means the person approved to perform the "Chief Actuary function" on behalf of the Transferee in accordance with the Insurance – Senior Management Functions part of the PRA Rulebook, or such other person performing an equivalent role under any amended or replacement Applicable Law
"Transferee's Board"	means the board of directors of the Transferee from time to time
"Transferor Claim"	has the meaning given in paragraph 10.3
"Transferor"	means Chesnara Life (UK) Limited a company incorporated in England and Wales with registered number 00088695 whose registered office is at 2nd Floor, 33-34 Winckley Square, Preston, Lancashire, United Kingdom, PR1 3JJ, and formerly known as HSBC Life (UK) Limited
"Transferor's Actuary"	means the person approved to perform the "Chief Actuary function" on behalf of the Transferor in accordance with the Insurance – Senior Management Functions part of the PRA Rulebook, or such other person performing an equivalent role under any amended or replacement Applicable Law
"Transferor's Board"	means the board of directors of the Transferor from time to time
"Transferring Assets"	means all assets of the Transferor in whatsoever capacity held (including as trustee) and wheresoever situated, including: <ul style="list-style-type: none"> (a) the rights, benefits and powers of the Transferor under or otherwise arising in connection with the Transferring Policies; (b) the rights, benefits and powers of the Transferor under or otherwise arising in connection with the Transferring Business Contracts; (c) the Transferring Investment Assets; (d) the Business Intellectual Property Rights; (e) the Records, including all rights, title and interest of the Transferor in the Records; (f) any other assets which the parties agree in writing prior to the Effective Date are to be transferred under the Scheme; (g) all property attributable to the Residual Policies (except if, and for so long as, such property constitutes a Residual Asset); (h) all expenses that have been prepaid by the Transferor relating to the Transferring Business, including ad valorem Taxes and lease and rental payments; (i) any assets relating to taxation, including any rights to repayment of Tax (including any deferred tax asset) in respect of any accounting period on or before the Effective Date; (j) all information technology infrastructure (including hardware, software, firmware, networks and connecting

	media) and all other manuals or other documents relating thereto;
	(k) the rights, benefits and property of the Transferor to any defences, claims, counterclaims, settlements and rights of set-off and any other rights that are available to the Transferor prior to or as at the Effective Date but only to the extent that they relate to the Transferring Liabilities or the Transferring Assets, and which in each case are capable of being assigned by the Transferor to the Transferee,
	but excluding:
	i. the Excluded Assets;
	ii. prior to each Subsequent Transfer Date, the relevant Residual Assets; and
	iii. prior to each Subsequent Transfer Date, any rights, benefits and powers under or relating to the Residual Policies or Reinsurance Arrangement
"Transferring Business Contracts"	means all of the Transferor's contracts, commitments, agreements or arrangements, including (without limitation) the: <ul style="list-style-type: none"> (a) Service Agreements; and (b) Outwards Reinsurance Agreements; but excluding the Transferring Policies
"Transferring Business"	means the entire insurance business of the Transferor, including without limitation the underwriting, management and administration of the Transferring Policies and all activities carried on by the Transferor in relation or in connection thereto and: <ul style="list-style-type: none"> (a) the Transferring Policies; (b) the Transferring Assets; (c) the Transferring Liabilities; (d) the Transferring Business Contracts; and (e) following each Subsequent Transfer Date, the relevant Residual Asset, Residual Liability or Residual Policy, but excluding the Excluded Policies, the Excluded Assets and the Excluded Liabilities
"Transferring Investment Assets"	means all assets, including the Linked Assets, issued to and held by (or on behalf of) the Transferor to match its liabilities to Policyholders under any Transferring Policies which are Linked Policies immediately prior to the Effective Date
"Transferring Liabilities"	means all liabilities, covenants, undertakings, payments or other forms of compensation, including any fines or penalties, statutory levies, agreed settlements, or compromises of paid, suffered or incurred duties and obligations of any nature of the Transferor to the extent that they relate to the Transferring Business, including pursuant to the Transferring Policies (whether or not invoiced and whether or not due and payable and including all accruals), Transferring Assets and Transferring Business Contracts and which shall include: <ul style="list-style-type: none"> (a) liabilities relating to Mis-selling; (b) liabilities relating to Historic Administration Errors; (c) liabilities relating to Transferring Policies written or assumed by the Transferor which have lapsed, matured, been surrendered or expired on or before the Effective Date; and

- (d) liabilities of the Transferor arising from an application in respect of a Policy that was never incepted (including due to an application for cover not having been accepted) but which, if it had incepted and if it was still in force on the Effective Date, would have been a Transferring Policy,

but excluding:

- i. the Excluded Liabilities;
- ii. prior to the applicable Subsequent Transfer Date, the relevant Residual Liabilities; and
- iii. prior to each Subsequent Transfer Date, liabilities attributable to the Residual Policies or the Reinsurance Arrangement

"Transferring Policies"

means every Policy of the Transferor, or in the process of being written by or on behalf of the Transferor prior to the Effective Date (including, for the avoidance of doubt, Policies which are written but, by reason of administrative or processing error, are not included within the Records) which remain in force or under which any liability remains unsatisfied or outstanding, in each case as at the Effective Date, and including:

- (a) Policies written or assumed by the Transferor which have lapsed on or before the Effective Date and which are reinstated by the Transferee after the Effective Date;
- (b) all proposals for insurance made to the Transferor and every offer or invitation for insurance made by or on behalf of the Transferor before the Effective Date which have not become Policies in force by the Effective Date which are subsequently accepted by the Transferee as Policies after the Effective Date; and
- (c) subject to paragraph 7.1, the Residual Policies

but excluding the Excluded Policies

"Transferring Policyholder"

means a Policyholder of a Transferring Policy

"Unitised Linked Fund"

means a Linked Fund divided into notional units by the Transferor or Transferee (as applicable) for the purpose of calculating the benefits payable under Linked Policies

"VAT Records"

means the records of the Transferor relating to the Transferring Business required to be preserved under paragraph 6 of Schedule 11 to VATA

"VAT"

means the value added tax and any similar replacement or equivalent tax whether of the United Kingdom or elsewhere

"VATA"

means the Value Added Tax Act 1994

1.2 In this Scheme:

- (a) **"assets"** and/or **"property"** includes assets and property of every kind and description wherever located whether real, personal or mixed, tangible or intangible (including real property and charges registered at the Land Registry within England and Wales and at the Registers of Scotland in Scotland and elsewhere and unregistered real property and charges), cash, Encumbrances, causes of action, interests, rights, benefits and powers and claims (whether present or future, actual or contingent) and includes property held on trust and securities, benefits, income or interest accrued but unpaid, powers of any description and any interest including beneficial ownership whatsoever in any of the foregoing;
- (b) **"liabilities"** includes debts, liabilities, duties and obligations of every kind or description (whether direct or indirect, present or future, actual or contingent, accrued or unaccrued,

liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto;

- (c) **"transfer"** includes (as the context may require) **"assign"**, **"assignment"** or **"assignment"**, **"dispose"** or **"disposal"** or **"convey"** or **"conveyance"**;
- (d) the expressions **"controller"**, **"data subject"**, **"direct marketing"** and **"personal data"** shall have the meanings set out in the Data Protection Legislation and, solely in the context of processing personal data, **"processing"** has the meaning given to the term **"processing"** in the Data Protection Legislation and **"process"** and **"processed"** shall be construed accordingly;
- (e) any words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (f) any reference to:
 - (i) an enactment, a statutory provision or any subordinate legislation shall be deemed to include a reference to that enactment, statutory provision or subordinate legislation as amended, replaced or re-enacted from time to time and to any instrument or order made from time to time under such enactment, statutory provision or subordinate legislation;
 - (ii) any rules, regulations or guidance issued or made by the PRA and/or the FCA (as applicable) shall be deemed to include a reference to such rules or regulations as amended or replaced from time to time;
- (g) expressions used in this Scheme which have meanings under FSMA shall bear those meanings;
- (h) any reference to a **"party"** shall be a reference to the Transferor or the Transferee as applicable, and a reference to the **"parties"** shall be to the Transferor and the Transferee;
- (i) any references to paragraphs, Parts and Schedules are to paragraphs, Parts and Schedules respectively of this Scheme;
- (j) a **"subsidiary undertaking"** or **"parent undertaking"** has the respective meaning set out in section 1162 of the Companies Act 2006;
- (k) headings are inserted for convenience only and shall not affect the construction and/or interpretation of this Scheme;
- (l) any references in this Scheme to legislation shall:
 - (i) be to UK legislation, including any legislation of the European Union to the extent that it constitutes *"assimilated law"* (as defined in EUWA), unless otherwise stated; and
 - (ii) include a reference to any legislation subordinate to such legislation,and, save where the context otherwise requires, words and expressions used in such legislation and any regulations made under any of the foregoing shall have the same meanings in this Scheme;
- (m) any reference to a **"person"** shall be construed to include a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing. Any reference to a person includes his successors, personal representatives, executors or administrators and permitted assigns and, for the avoidance of doubt, shall include a trustee;

- (n) unless otherwise specified, if a period of time is specified from a given day or date or from the day or date of an actual event, it shall be calculated exclusive of that day or date;
- (o) any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (p) the expression "**variation**" shall include any variation, amendment, modification, supplement, deletion, replacement or termination, however effected;
- (q) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (r) any reference to "**including**" or "**includes**" means "**including without limitation**" or "**includes without limitation**";
- (s) any reference to an amount shall, unless otherwise stated, be exclusive of any applicable value added or other Tax;
- (t) any reference to time is to London time; and
- (u) any reference to "**pounds**" or "**£**" shall be to pounds sterling or £ sterling in the currency of the United Kingdom.

PART B

INTRODUCTION

2. INTRODUCTION

- 2.1 The Transferor is a private limited company incorporated in England and Wales with registered number 00088695. The registered office of the Transferor is at 2nd Floor, 33-34 Winckley Square, Preston, Lancashire, United Kingdom, PR1 3JJ. The Transferor is authorised by the PRA and regulated by the PRA and the FCA.
- 2.2 The Transferee is a public limited company incorporated in England and Wales with registered number 02261746. The registered office of the Transferee is at 2nd Floor, 33-34 Winckley Square, Preston, Lancashire, United Kingdom, PR1 3JJ. The Transferee is authorised by the PRA and regulated by the PRA and the FCA.
- 2.3 The Transferor has a Part 4A permission under FSMA to carry on Long-Term Business in the United Kingdom in classes I (Life and annuity assurance), III (Linked long-term), IV (Permanent health), VI (Capital redemption) and VII (Pension fund management) as set out in Part II of Schedule 1 to the RAO.
- 2.4 The Transferee has a Part 4A permission under FSMA to carry on Long-Term Business in the United Kingdom in classes I (Life and annuity assurance), II (Marriage and birth), III (Linked long-term), IV (Permanent health), VI (Capital redemption), and VII (Pension fund management), as set out in Part II of Schedule 1 to the RAO.
- 2.5 It is proposed that the whole of the Transferring Business shall, in accordance with this Scheme be transferred to the Transferee, excluding for the avoidance of doubt, the Excluded Assets and Excluded Liabilities.
- 2.6 The Transferor and Transferee are both members of the Chesnara Group.

THE TRANSFER

3. TRANSFER OF TRANSFERRING BUSINESS

- 3.1 Each part of the Transferring Business (including the Transferring Policies, the Transferring Assets, the Transferring Liabilities, the Residual Policies, the Residual Assets and the Residual Liabilities) shall be transferred to and be vested in the Transferee in accordance with this Scheme, so that:
- (a) subject to paragraph 9, on and with effect from the Effective Date, each Transferring Asset and all the interest and property of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee and the Transferee shall succeed to each Transferring Asset as if in all respects it were the same person in law as the Transferor, subject to all Encumbrances (if any) affecting such asset in accordance with this Scheme;
 - (b) subject to paragraph 9, on and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all the interest and property of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee and the Transferee shall succeed to each Residual Asset as if in all respects it were the same person in law as the Transferor, subject to all Encumbrances (if any) affecting such asset in accordance with this Scheme;
 - (c) on and with effect from the Effective Date, each Transferring Liability shall, by the Order and without any further act or instrument, be transferred to and become a

liability of the Transferee, and the Transferee shall succeed to each Transferring Liability as if in all respects it were the same person in law as the Transferor, in accordance with this Scheme and such Transferring Liability shall cease to be a liability of the Transferor; and

- (d) on and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall, by the Order and without any further act or instrument, be transferred to and become a liability of the Transferee, and the Transferee shall succeed to each Residual Liability as if in all respects it were the same person in law as the Transferor, in accordance with this Scheme and such Residual Liability shall cease to be a liability of the Transferor.

3.2 For the avoidance of doubt and without limitation to the generality of the provisions of paragraph 3.1:

- (a) any existing indemnity, power of attorney, authority, declaration or consent given to or by the Transferor to the extent that it relates to any part of the Transferring Business shall have effect on and from the Relevant Date as if given to or, as the case may be, by the Transferee;
- (b) any Transferring Asset (including (i) any legal or beneficial title arising pursuant to any trust and (ii) any rights or liabilities pursuant to any custody arrangements) transferred to and vested in the Transferee by virtue of the Order and which was held by the Transferor (whether alone or jointly with others) as a trustee, custodian or in a similar fiduciary capacity shall, with effect from the Relevant Date, be held by the Transferee (alone or jointly, as the case may be and in the capacity of a trustee, custodian or in a similar fiduciary capacity, as the case may be) subject to the rights, powers and duties previously applicable to the relevant trust, custody or other fiduciary arrangement in question;
- (c) any security to the extent that it is held in respect of the Transferring Business immediately before the Relevant Date by the Transferor, or by a nominee or agent of or trustee for the Transferor, as security for the payment or discharge of any liability shall, on and from that day, be held by the Transferee, or, as the case may require, by that nominee, agent or trustee for the Transferee, and be available to the Transferee (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability (and if not physically delivered to the Transferee shall be deemed to be so delivered on that day); and
- (d) the Transferee shall be entitled on and from the Relevant Date to rely on and enforce any consent, waiver, representation, statement or estoppel given or made to the Transferor by a person in relation to the Transferring Business prior to the Relevant Date as though such consent, waiver, representation, statement or estoppel had been given or made to the Transferee and to the same extent that the Transferor would have been able to rely on or enforce the same.

3.3 The Transferee shall accept without investigation or requisition such title as the Transferor shall have at the Effective Date to the Transferring Assets and, at any Subsequent Transfer Date, to each Residual Asset then transferred.

3.4 The Transferor and the Transferee shall take all such steps, and execute all such documents, as may be necessary or desirable:

- (a) to effect or perfect the transfer to and vesting in the Transferee of any Transferring Asset or Residual Asset pursuant to and in accordance with this Scheme;
- (b) to effect or perfect the transfer to or vesting in the Transferee of any Transferring Policy or Residual Policy pursuant to and in accordance with this Scheme;

- (c) to effect or perfect the transfer to and assumption by the Transferee of any Transferring Liability or Residual Liability pursuant to and in accordance with this Scheme; and
 - (d) to correct any errors in the identity or amount of the property so transferred.
- 3.5 The Transferring Assets, Residual Assets, Transferring Liabilities and Residual Liabilities shall be allocated to the Transferee in accordance with Part C of this Scheme.
- 3.6 The transfer under this Scheme of the Transferring Business shall, by the Order and without any further act or instrument, prevail over and take effect notwithstanding:
 - (a) any restriction on transfer or requirement that would otherwise exist for the consent or waiver of any person (other than the Court) to the transfer; and/or
 - (b) any right that any third party would otherwise have to terminate, modify or acquire (or claim an interest or right to do the same) any assets, rights, benefits, liabilities or obligations under or in connection with the Transferring Business, or claim compensation in damages or otherwise, in each case as a result of the transfer.
- 3.7 On and with effect from the Effective Date, the Transferee shall:
 - (a) succeed to all rights, liabilities and obligations of the Transferor in respect of any personal data which relates to the Transferring Business and which is subject to the Data Protection Legislation;
 - (b) become the controller of any personal data which relates to the Transferring Business and which is subject to the Data Protection Legislation in place of the Transferor;
 - (c) have been provided with any information made available to, or Data Protection Consent obtained regarding the processing of Special Categories of Data or request or other notice (including any Marketing Preferences) received from, any data subject by or on behalf of the Transferor in respect of the personal data which relates to the Transferring Business;
 - (d) only to the extent not already provided prior to the Effective Date, provide mechanisms for obtaining Marketing Preferences from the Transferee to all data subjects whose personal data has transferred relating to the Transferring Business;
 - (e) comply with the Data Protection Legislation in connection with its processing of personal data which relates to the Transferring Business; and
 - (f) if the Transferor or any third party has received any complaint, notice or communication that relates directly or indirectly to the Transferee's compliance with the Data Protection Legislation, or any of the following in relation to the Transferee's processing of the personal data which relates to the Transferring Business:
 - (i) an enquiry from a data subject or a Data Protection Supervisory Authority;
 - (ii) any complaint, notice or communication; or
 - (iii) a request from a data subject exercising their rights under the Data Protection Legislation including a Subject Access Request,

the Transferor shall notify the Transferee within seven days of becoming aware of any such enquiries, complaints, notices, communications or requests. The Transferee shall thereafter deal with or respond to those enquiries, complaints, notices, communications or requests in accordance with the Data Protection

Legislation. The Transferor shall provide all assistance and cooperation as reasonably required by the Transferee in respect of the same.

- 3.8 On and from the Effective Date, the Transferee shall owe to the Policyholders of the Transferring Policies and to any other person the same duties of confidentiality and privacy (whether pursuant to statute or contract) as those which the Transferor owed under the Transferring Policies immediately prior to the Effective Date.

4. ALLOCATION

- 4.1 Any allocation of property or liabilities, and any re-allocation of the same, which is made under the terms of this Scheme is for the purpose of establishing Policyholder entitlements from time to time and shall not be taken to limit the availability of all the property from time to time of the Transferee to meet the liabilities which it is obliged by Applicable Law to meet.
- 4.2 Subject to compliance with Applicable Law, nothing in this Scheme shall prevent the subsequent reallocation of any Transferring Asset, Transferring Liability, Residual Asset or Residual Liability within the Transferee's Long-Term Business Fund.
- 4.3 The Transferee's Long-Term Insurance Fund is managed in accordance with the terms of the Existing Schemes. Accordingly, from the Effective Date, the Transferring Business will also (save as provided in this Scheme) be managed in accordance with the terms of the Existing Schemes.
- 4.4 On and with effect from the Effective Date, all Transferring Policies, Transferring Assets and Transferring Liabilities shall be allocated to the Non-Profit Fund.
- 4.5 On and with effect from the applicable Subsequent Transfer Date, each Residual Policy, Residual Asset and Residual Liability to which the Subsequent Transfer Date relates shall be allocated in the same way as it would have been allocated in accordance with paragraph 4.4 had it been a Transferring Policy, Transferring Asset or Transferring Liability on the Effective Date.
- 4.6 If any doubt or difference shall arise as to the allocation or attribution of any Transferring Asset, Transferring Liability, Residual Asset or Residual Liability in accordance with this Scheme, the same shall be determined by the Transferee's Board, having regard to appropriate actuarial advice.'

Linked Funds Allocation

- 4.7 The Transferee shall establish the Post-Transfer Linked Funds by no later than the Effective Date. Each Post-Transfer Linked Fund will correspond to one of the Pre-Transfer Linked Funds maintained by the Transferor immediately prior to the Effective Date.
- 4.8 On the Relevant Date:
- 4.8.1 the Transferring Investment Assets (and any other Transferring Assets and Transferring Liabilities) held by the Transferor immediately prior to the Relevant Date in each of its Pre-Transfer Linked Funds will be allocated by the Transferee to the corresponding Post-Transfer Linked Fund;
- 4.8.2 for Transferring Policies valued by reference to Unitised Linked Funds, the Transferee will allocate to those Transferring Policies such number of notional policyholder units in the relevant Post-Transfer Linked Fund(s) as is equal in value (as determined by the Transferee, by reference to its policyholder unit prices) at the Relevant Date to the value of policyholder units allocated to that Transferring Policy in each Pre-Transfer Linked Fund (as determined by the Transferor, by reference to its policyholder unit prices) immediately prior to the Relevant Date;

- 4.8.3 for Transferring Policies valued by reference to Pre-Transfer Linked Funds other than Unitised Linked Funds, each Transferring Policy will be valued by reference to the Post-Transfer Linked Fund to which the relevant Transferring Investment Assets from the corresponding Pre-Transfer Linked Fund have been allocated; and
 - 4.8.4 the value of the benefit entitlements attributable to each Transferring Policy that is a Linked Policy will be equal to the value of the benefit entitlements attributable to that Transferring Policy immediately prior to the Relevant Date.
- 4.9 On and with effect from the Relevant Date, subject always to paragraph 9.1, in relation to any benefits under Transferring Policies which are valued by reference to a Post-Transfer Linked Fund, the Transferee shall become entitled to the same rights and be subject to the same duties and liabilities as applied to the Transferor in relation to the corresponding Pre-Transfer Linked Fund immediately prior to the Relevant Date.

Operation of the Transferee's Long-Term Business Fund

- 4.10 The Existing Schemes shall, except as set out otherwise in this Scheme, continue in full force and effect.
- 4.11 Nothing in this Scheme shall at any time prevent the Transferee from:
- 4.11.1 establishing and maintaining other funds (including Linked Funds) of any category, type or regulatory status (including sub-funds of its Long-Term Business Fund or such other funds) and writing, reinsuring or transferring into such funds any new Long-Term Business or any business of other funds or sub-funds of the Transferee;
 - 4.11.2 writing or reinsuring into the Long-Term Business Fund (or any sub-fund thereof, including the Post-Transfer Linked Funds) any new business;
 - 4.11.3 writing or reinsuring into its Long-Term Business Fund (or any sub-fund thereof, including the Post-Transfer Linked Funds), policies issued pursuant to rights or options under the terms of the Transferring Policies.
- 4.12 Subject to compliance with Applicable Law and the terms of the relevant Policies and on such terms as the Transferee's Board considers fair and equitable between impacted Policyholders (having regard to the advice of the Transferee's Actuary), the Transferee shall be at liberty at any time and from time to time to exercise the following rights in respect of the Post-Transfer Linked Funds:
- 4.12.1 close to new or further investment or amalgamate any Post-Transfer Linked Funds or any part or parts thereof, with any other Linked Fund;
 - 4.12.2 divide any Post-Transfer Linked Fund into one or more Linked Funds;
 - 4.12.3 wind-up any Post-Transfer Linked Fund in accordance with paragraph 4.14;
 - 4.12.4 effect any combination of the actions in paragraphs 4.12.1 to 4.12.3 above; or
 - 4.12.5 change the investment objectives, investment restrictions and/or investment policies of a Post-Transfer Linked Fund.
- 4.13 Paragraph 4.12 applies to the management of the Post-Transfer Linked Funds only and not, for the avoidance of doubt, to any other Linked Funds of the Transferee whether established and maintained prior to or following the Effective Date.
- 4.14 If the Transferee winds-up any Post-Transfer Linked Fund that is a Unitised Linked Fund, it shall cancel the policyholder units in that Post-Transfer Linked Fund allocated to Policies and shall, in substitution for the units so cancelled, allocate to the relevant Policies policyholder units of an equal value (as determined by the Transferee's Board on the advice of the

Transferee's Actuary) in another Unitised Linked Fund. The substitute Unitised Linked Fund shall be a fund made available to Policies of the same class as the Policies impacted by the wind-up of the relevant Post-Transfer Linked Fund and which, in the opinion of the Transferee's Board, having regard to the advice of the Transferee's Actuary, provides the nearest equivalent investment exposure to the Post-Transfer Linked Fund being wound-up.

5. CONTINUITY OF PROCEEDINGS

- 5.1 Subject to paragraph 5.4, on and with effect from the Effective Date, any Proceedings by, against or in relation to and/or in respect of which the Transferor is a party (or, in the case of future proceedings, would have been a party but for this Scheme) (including as the plaintiff, claimant, applicant, defendant, respondent, pursuer, defender or petitioner) to the extent connected with the Transferring Policies, the Transferring Business Contracts, the Transferring Assets and the Transferring Liabilities shall be commenced or continued by or against (as appropriate) the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims, settlements, rights of set-off and any other rights that that would have been available to the Transferor in relation to the Transferring Policies, the Transferring Business Contracts, the Transferring Assets and the Transferring Liabilities and such Proceedings.
- 5.2 Subject to paragraph 5.4, on and with effect from the Subsequent Transfer Date applicable thereto, any Proceedings by, against or in relation to and/or in respect of which the Transferor is a party (or, in the case of future proceedings, would have been a party but for this Scheme) (including as the plaintiff, claimant, applicant, defendant, respondent, pursuer, defender or petitioner) to the extent connected with the Residual Policies, the Residual Assets or the Residual Liabilities which are to be transferred on such Subsequent Transfer Date shall be commenced or continued by or against (as appropriate) the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to the relevant Residual Policies, Residual Assets and Residual Liabilities and such Proceedings. Until such Subsequent Transfer Date, the relevant Proceedings shall be continued by or against the Transferor provided that such Proceedings shall be conducted by the Transferor in accordance with the instructions of the Transferee in relation to such Proceedings (except if and to the extent that the Transferor is required to conduct such Proceedings otherwise to comply with Applicable Law, in which case the Transferor shall consult with the Transferee in advance of taking any steps to conduct such Proceedings and shall take account of the Transferee's reasonable comments with respect to such conduct within the confines of complying with Applicable Law).
- 5.3 Any judgment, settlement, order or award (or any relevant part thereof) obtained by or against the Transferor whether before or after the Effective Date to the extent that it relates to any part of the Transferring Business which is not fully satisfied before the Effective Date or, as the case may be, the applicable Subsequent Transfer Date, shall, on that date and to the extent to which it was enforceable by or against the Transferor immediately prior to such date (or, if later, the date on which the judgment, settlement, order or award (or any relevant part thereof) is obtained), become enforceable by or against the Transferee (to the exclusion of the Transferor).
- 5.4 In respect of any Proceedings in relation to the Transferring Policies which are (i) commenced but not settled before the Effective Date, or (ii) commenced on or after the Effective Date in respect of acts or omissions of the Transferor prior to the Effective Date, the Transferee undertakes to comply with:
 - (a) the relevant provisions of the DISP Dispute Resolution: Complaints part of the FCA Rules that would apply to the handling of any complaints brought to the Financial Ombudsman Service that fall under the jurisdiction of the Financial Ombudsman Service; and
 - (b) any valid judgment, settlement, order or award (or relevant part thereof) of the Financial Ombudsman Service, made under its jurisdiction as set out in the DISP Dispute Resolution: Complaints part of the FCA Rules,

to the extent that such compliance is compatible with any Applicable Law and any such judgment, settlement, order or award as is referred to in paragraph 5.4(b) shall be enforceable against the Transferee (to the exclusion of the Transferor).

6. RIGHTS AND OBLIGATIONS UNDER THE TRANSFERRING BUSINESS

6.1 On and with effect from the Effective Date, the Transferee shall become entitled to all the rights, benefits, powers and other property, and subject to all the obligations, of the Transferor whatsoever subsisting on the Effective Date under or by virtue of the Transferring Business.

6.2 Without prejudice to the generality of paragraph 6.1, where the benefits of any Transferring Asset are held under the terms of a trust, such terms shall operate and be construed on and with effect from the Effective Date on a basis which is consistent with the transfer of such Transferring Asset in accordance with the provisions of this Scheme. For the avoidance of doubt:

(a) where the consent of the Transferor is required under any such terms, the consent of the Transferee shall, on and with effect from the Effective Date, instead be required; and

(b) where a power to appoint trustees under such terms is conferred on the Transferor, that power shall, with effect from the Effective Date, instead be conferred on the Transferee.

6.3 Every person who is a Transferring Policyholder or is a party to, or has the benefit of, any of the Transferring Business Contracts shall with effect on and from the Effective Date become entitled, in succession to, and to the exclusion of, any rights which he may have had against the Transferor under any of the Transferring Policies or Transferring Business Contracts, to the same rights against the Transferee as were available to him against the Transferor under such Transferring Policies or Transferring Business Contracts and (as regards Transferring Policies or Transferring Business Contracts under which premiums or other sums attributable or referable thereto continue to be payable) shall with effect on and from the Effective Date account to the Transferee for any further or additional premiums or other sums attributable or referable thereto as and when the same become due and payable.

6.4 If any person entitled to do so with respect to a Transferring Policy exercises any right or option granted under the terms of that Transferring Policy and either:

(a) the right or option provides for a new, additional or replacement Policy to be issued; or

(b) it is appropriate in the opinion of the Transferee's Board, having obtained the advice of the Transferee's Actuary, in order to comply with that right or option to issue a new, additional or replacement Policy,

such person shall be entitled to require that the obligation thereby arising shall be satisfied by the issue by the Transferee of a Policy which complies with the terms of such right or option, but (without prejudice to the right of such person to have the right or option satisfied by the issue by the Transferee of such a Policy) if the Transferee is not at the time of the exercise of such right or option writing Policies complying exactly with the Policy to which the right or option refers, the Transferee shall be entitled to offer to such person as an alternative (and, if accepted, in lieu thereof) the Policy commonly offered by the Transferee which the Transferee considers to be the nearest equivalent Policy in accordance with the terms and conditions applicable to Policies of the Transferee at that time provided that (i) the Transferee's Board is satisfied, having obtained the advice of the Transferee's Actuary, that accepting such Policy would not have a material adverse effect on the interests of the relevant person or otherwise fail to satisfy the Transferee's duty to pay due regard to the interests of customers and treat them fairly in respect of such person and (ii) the issue of such Policy would not, in the opinion of the Transferee's Board, having obtained appropriate advice, result in a liability or in an increase in liability to Taxation of the holder of such Policy (or if such liability or increase in

liability would occur the Transferee shall have the option to indemnify such person in full and to issue another Policy pursuant to this paragraph 6.4).

- 6.5 All references in any Transferring Policy, Transferring Business Contract or any other agreement or document evidencing title to or the benefit or burden of the Transferring Business (including in any contract whether or not the Transferor is a party to such contract and whether in writing or not) to the Transferor, the Transferor's Board, the Transferor's Actuary or any other officers, employees or agents of the Transferor shall from and after the Effective Date be read as references to the Transferee, the Transferee's Board, the Transferee's Actuary or any other officers or employees of the Transferee or, where appropriate, agents or service providers of the Transferee to which the administration of the relevant part of the business carried on by the Transferee has been delegated. In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the Transferor's Board, the Transferor's Actuary or any other officers, employees or agents of the Transferor in relation to any of the Transferring Policies, Transferring Business Contracts or any other agreement or document evidencing title to or the benefit or burden of the Transferring Business (including in any contract whether or not the Transferor is a party to such contract and whether in writing or not) shall, from and after the Effective Date, be exercisable or required to be performed by the Transferee, the Transferee's Board, the Transferee's Actuary or any other officers, employees or agents of the Transferee.
- 6.6 The provisions of paragraphs 6.1 to 6.5 shall apply, *mutatis mutandis*, on and with effect from the Subsequent Transfer Date applicable thereto, to any Residual Assets, Residual Policies and Residual Liabilities.

7. RESIDUAL POLICIES AND EXCLUDED POLICIES

- 7.1 Subject to paragraphs 7.5 and 7.6, the Residual Policies and the Excluded Policies shall not be transferred to the Transferee by this Scheme and all liabilities attributable to the Residual Policies or the Excluded Policies (as applicable) shall remain liabilities of the Transferor and be fully reinsured with effect from the Effective Date on the following basis (the "**Reinsurance Arrangement**"):
- (a) all liabilities of the Transferor attributable to the Residual Policies or Excluded Policies (as applicable) (other than any liabilities in respect of a Sanctioned Policy) and all other amounts paid or payable by the Transferor in respect of such Residual Policies or Excluded Policies (as applicable) (other than any Sanctioned Policy), including amounts paid or payable in connection with the surrender of any such Residual Policy or Excluded Policy (as applicable), shall be reinsured in their entirety to the Transferee on and with effect from the Effective Date (or in the case of liabilities arising in respect of any Policy issued by the Transferor pursuant to paragraph 7.3, on and with effect from the date on which such Policy is issued);
 - (b) the liability of the Transferee on and with effect from the Effective Date shall be such that it will cover the full liability of the Transferor in respect of the rights, benefits and powers provided to holders of Residual Policies or Excluded Policies (as applicable) (including any Policy issued by the Transferor pursuant to paragraph 7.3, but excluding any Sanctioned Policy);
 - (c) the premiums payable by the Transferor to the Transferee in connection with the provision of the reinsurance described in this paragraph 7.1 shall be deemed to have been satisfied by the transfer to the Transferee of the appropriate proportion of the Transferring Assets, with the exception that all subsequent premium payments and other amounts received by the Transferor in respect of such Residual Policies or Excluded Policies (as applicable) (other than any Sanctioned Policy) at any time after the Effective Date shall be paid to the Transferee as soon as practicable after they are received; and

- (d) the parties may agree in writing to terminate the Reinsurance Arrangement at any time, in which event the rights and obligations of the Transferor and the Transferee pursuant to paragraphs 7.1(a) to 7.1(c) (inclusive) shall terminate with immediate effect and the Transferee shall pay to the Transferor an amount agreed in writing by the Transferor and the Transferee in respect of the relevant Residual Policies or Excluded Policies (as applicable) (other than any Sanctioned Policy).
- 7.2 The Reinsurance Arrangement shall terminate automatically on there ceasing to be any Residual Policies or Excluded Policies (other than any Sanctioned Policy).
- 7.3 If any person entitled to do so with respect to a Residual Policy or Excluded Policy (as applicable) (other than any Sanctioned Policy) exercises any right or option granted under the terms of that Policy and either:
 - (a) the right or option provides for a new, additional or replacement Policy to be issued; or
 - (b) it is appropriate in the opinion of the Transferee's Board, having obtained the advice of the Transferee's Actuary, in order to comply with that right or option to issue a new Policy,

such person shall be entitled to require that the obligation thereby arising shall be satisfied by the issue by the Transferor of a Policy which complies with the terms of such right or option, but (without prejudice to the right of such person to have the right or option satisfied by the issue by the Transferor of such a Policy):

 - i. the Transferee shall be entitled to offer to such person as an alternative (and, if accepted, in lieu thereof) a Policy which complies with the terms of such right or option: and
 - ii. if the Transferee is not at the time of the exercise of such right or option writing Policies complying exactly with the Policy to which the right or option refers, the Transferee shall be entitled to offer to such person as an alternative (and, if accepted, in lieu thereof) the Policy commonly offered by the Transferee which the Transferee considers to be the nearest equivalent Policy in accordance with the terms and conditions applicable to Policies of the Transferee at that time, provided that (i) the Transferee's Board is satisfied, having obtained the advice of the Transferee's Actuary, that accepting such Policy would not have a material adverse effect on the interests of the relevant person or otherwise fail to satisfy the Transferee's duty to pay due regard to the interests of customers and treat them fairly in respect of such person and (ii) the issue of such Policy would not, in the opinion of the Transferee's Board, having obtained appropriate advice, result in a liability or in an increase in liability to Taxation of the holder of such Policy (or if such liability or increase in liability would occur the Transferee shall have the option to indemnify such person in full and to issue another Policy pursuant to this paragraph 7.3).
- 7.4 The parties may agree in writing to amend the terms of the Reinsurance Arrangement, in which event the provisions of this paragraph 7 shall be deemed to be amended accordingly, provided always that such amendments shall not prejudice the interests of any Policyholder of a Residual Policy or Excluded Policy (as applicable) that is the subject of the Reinsurance Arrangement.
- 7.5 If at any time before the Reinsurance Arrangement is terminated in accordance with paragraph 7.1 all consents, orders, permissions or other requirements for the transfer or novation of a Residual Policy from the Transferor to the Transferee are obtained (and, without prejudice to the generality of the foregoing, in respect of a Residual Policy that is a Sanctioned Policy, there is no longer a positive match in respect of such Policy on the Sanctions List), such Residual Policy shall, by the Order and without any further act or instrument, be transferred to the Transferee, and shall thereafter be treated in all respects as if it were a Transferring Policy and not a Residual Policy.

7.6 If and to the extent that any Excluded Policy is transferred from the Transferor to the Transferee in accordance with the laws of the Bailiwick of Guernsey:

7.6.1 such Excluded Policy shall thereafter be treated in all respects, as if it were a Transferring Policy on the terms of this Scheme and not an Excluded Policy save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the date on which the transfer of such Excluded Policy to the Transferee took effect; and

7.6.2 any asset or liability attributable to such Excluded Policy (which, if it were attributable to a Transferring Policy, would be a Transferring Asset or a Transferring Liability) shall be transferred to the Transferee on the date on which the transfer of such Excluded Policy to the Transferee took effect and shall thereafter be treated in all respects as if it were a Transferring Asset or a Transferring Liability (as appropriate) save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the date on which the transfer of such asset or liability to the Transferee took effect.

8. **PREMIUMS, MANDATES AND OTHER PAYMENTS**

8.1 All premiums attributable to, referable to or payable in respect of the Transferring Policies or Residual Policies shall on and after the Relevant Date be payable to the Transferee and shall be receivable and received by the Transferee and any such premiums which are received by the Transferor on or after the Relevant Date shall be paid by the Transferor to the Transferee.

8.2 Any mandate or other instruction or authority in force on the Relevant Date (including any instruction given to a bank by its customer in the form of a direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums or other sums payable to the Transferor under or in respect of any of the Transferring Policies or Residual Policies or other Transferring Asset shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.

8.3 Any mandate or other instruction in force on the Relevant Date as to the manner of payment of any sum payable by the Transferor under any of the Transferring Policies or the Residual Policies shall, with effect on and from the Relevant Date, continue in force as an effective authority to the Transferee in place of the Transferor.

9. **DECLARATION OF TRUST BY THE TRANSFEROR**

9.1 If:

- (a) any asset comprised in the Transferring Business is not, or is not capable of being, transferred to and vested in the Transferee by the Order on the Effective Date by reason of such asset being a Residual Asset or outside the jurisdiction of the Court or otherwise;
- (b) any Residual Asset is not, or is not capable of being, transferred to and vested in the Transferee by the Order on the Subsequent Transfer Date applicable thereto; or
- (c) in any circumstances the Transferor and the Transferee agree in writing before the Effective Date (or, in the case of any Residual Asset, before the Subsequent Transfer Date applicable thereto) that it is expedient not to effect a transfer of any asset comprised in the Transferring Business,

then the Transferor shall from the Relevant Date (but save to the extent that giving effect to such a trust would require a consent or waiver which has not been obtained or that such trust would not be recognised by, or otherwise cause the Transferor to be in contravention of, Applicable Law) hold any such asset or Residual Asset referred to in this paragraph 9.1, together with any proceeds of sale or income or other right accrued or return arising in respect thereof, as trustee for the Transferee.

- 9.2 The Transferor shall be subject to the Transferee's reasonable directions in respect of any asset or Residual Asset referred to in paragraph 9.1 from the Effective Date until the relevant asset is transferred to or otherwise vested in the Transferee or is disposed of (whereupon the Transferor shall account to the Transferee for the amount of the proceeds of sale thereof), and the Transferee shall have authority to act as the attorney of the Transferor in respect of such asset for such purposes.
- 9.3 In the event of any payment being made to, asset being received by or right being conferred upon the Transferor after the Effective Date in respect of the Transferring Business, any Transferring Asset, any Residual Asset or any other asset referred to in paragraph 9.1, the Transferor shall, as soon as is reasonably practicable after its receipt, pay over the amount of such payment or (to the extent to which it is able to do so) transfer such asset or right to, or in accordance with the directions of, the Transferee.
10. **INDEMNITIES IN FAVOUR OF THE TRANSFEROR AND THE TRANSFEE**
- 10.1 On and with effect from the Effective Date, the Transferee shall indemnify the Transferor against any and all Losses incurred by the Transferor in respect of:
- (a) all Residual Liabilities (excluding any Residual Liabilities which relate to any Residual Policies to which paragraph 7 applies, or relate to the Residual Liabilities which are the subject of paragraph 10.1(b) or paragraph 10.2) until the relevant liability is transferred to or becomes a liability of the Transferee;
 - (b) any amount paid by the Transferor in respect of any Residual Liabilities that are, whether wholly or in part, the subject of a policy of indemnity insurance or a claim or right of recovery against a third party that, in each case, has not effectively transferred to the Transferee, but only if and to the extent that the Transferor has made a claim under such a policy or against such third party and has failed to fully recover any such amount pursuant to rights it may have under such policy, claim or right of recovery (having used all reasonable endeavours to do so); and
 - (c) all Transferring Liabilities, provided that the Transferor has complied with its obligations under paragraph 10.3 in all material respects.
- 10.2 On and with effect from the Effective Date, the Transferee shall indemnify the Transferor against any reasonable costs and/or expenses which it may reasonably incur in pursuing any claim under any such policy of indemnity insurance or against any such third party as is referred to in paragraph 10.1(b). Subject thereto, the Transferor shall take such steps as the Transferee shall reasonably require in order to pursue the rights it may have against any such third party (including under any applicable contract of insurance). The Transferee shall be entitled to have conduct of all litigation or other proceedings in respect of any such claim including taking such action in the name of and on behalf of the Transferor as the Transferee shall determine. In that connection, the Transferor shall give all such assistance as the Transferee may reasonably require in conducting all such litigation or other proceedings.
- 10.3 Subject to paragraph 10.2, if the Transferor becomes aware of a matter which constitutes or which would be reasonably likely to give rise to a claim under the indemnities in paragraph 10.1 or 10.2 above (a "**Transferor Claim**"), the Transferor shall:
- (a) as soon as reasonably practicable, give notice to the Transferee of the matter;
 - (b) provide to the Transferee such information and documents as are within the reasonable power or control of the Transferor and as the Transferee may reasonably request for the purposes of investigating the matter subject to any obligation of confidentiality, the preservation of any form of privilege, Applicable Law and except in relation to commercially sensitive information and documents;
 - (c) act reasonably and consult with the Transferee prior to taking any action in respect of the Transferor Claim, taking account of any reasonable representations it

receives from the Transferee, in deciding whether and how to take any action to avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate the Transferor Claim; and

- (d) not agree or settle any potential Transferor Claim without the written consent of the Transferee.

10.4 On and with effect from the Effective Date, the Transferor shall indemnify the Transferee against any and all Losses arising in respect of the Excluded Assets and Excluded Liabilities provided that the Transferee has complied with its obligations under this paragraph 10.4 in all material respects. If the Transferee becomes aware of a matter which constitutes or which does or might give rise to a claim under the indemnity in this paragraph 10.4 (a "**Transferee Claim**"), the Transferee shall:

- (a) as soon as reasonably practicable, give notice to the Transferor of the matter;
- (b) provide to the Transferor such information and documents as are within the reasonable power or control of the Transferee and as the Transferor may reasonably request for the purposes of investigating the matter subject to any obligation of confidentiality, the preservation of any form of privilege, Applicable Law and except in relation to commercially sensitive information and documents;
- (c) act reasonably and consult with the Transferor prior to taking any action in respect of the Transferee Claim, taking account of any reasonable representations it receives from the Transferor, in deciding whether and how to take any action to avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate the Transferee Claim; and
- (d) not agree or settle any potential Transferee Claim without the written consent of the Transferor.

PART D

MISCELLANEOUS PROVISIONS

11. EFFECTIVE DATE

11.1 Except as provided in this paragraph 11.1 and paragraph 11.2, this Scheme shall become effective at 23:59 on 31 May 2027, or in the event of an unexpected change in circumstances, such later time and date as the Transferor and the Transferee may agree in writing (being a date and time falling after the making of the Order sanctioning this Scheme) and in any case no later than the date referred to in paragraph 11.2.

11.2 Unless this Scheme shall have become effective on or before 23:59 on 31 August 2027 or such later date and/or time, if any, as the Transferor and the Transferee may approve and the Court may allow, this Scheme shall lapse.

11.3 The Transferor and Transferee shall notify the PRA and FCA:

- (a) as soon as reasonably practicable on it becoming reasonably likely that the Effective Date will be delayed from 23:59 on 31 May 2027, such notification to include the Transferor and Transferee's plan to communicate the delay to the Transferring Policyholders; and
- (b) of any complaints (including expressions of dissatisfaction) they may receive in relation to any delay of the Effective Date from 23:59 on 31 May 2027 including in respect of the communications of such delay.

11.4 If the Transferor and the Transferee agree that the Effective Date should occur after 23:59 on 31 August 2027, the Transferor and the Transferee must apply to the Court for a further order permitting such Effective Date, provided that in any such case:

- (a) the PRA and FCA shall be notified in advance and as soon as reasonably practicable of, and shall have the right to be heard at, any hearing of the Court at which such application is considered;
- (b) such application shall be accompanied by a supplementary report from Nick Ford of Barnett Waddingham LLP or any other independent actuary approved by the PRA, in consultation with the FCA, to the effect that in their opinion the proposed Effective Date would not have a material adverse effect on the Policyholders of Transferring Policies or Residual Policies or Policies of the Transferee; and
- (c) a notice of the making of such order is published on the website of the Transferor within 5 days of the making of such further order.

11.5 The Transferor shall publish the Effective Date on its website on, or as soon as reasonably possible after, the Effective Date.

12. **MODIFICATION, AMENDMENTS OR ADDITIONS**

12.1 Each party may consent for and on behalf of themselves and all other persons concerned (other than the PRA and the FCA) to any modification of or addition to this Scheme or to any further condition or provision affecting the same which, prior to its sanction of this Scheme, the Court may approve or impose.

12.2 Subject to paragraph 12.3 and paragraph 12.4, the Transferee shall at any time after the sanction of this Scheme be at liberty to apply to the Court for consent to amend its terms, provided that:

- (a) such amendment is accompanied by a certificate from an independent actuary to the effect that in their opinion (having considered the proposed amendments), the proposed amendments to this Scheme would not have a material adverse effect on the Policyholders of the Transferee (including the holders of the Transferring Policies);
- (b) the PRA and the FCA shall be notified in accordance with paragraph 12.5 of, and have the right to be heard at, any hearing of the Court at which such application is considered; and
- (c) the Transferor shall be notified of, and have the right to be heard at, any hearing of the Court at which such application is considered.

If such consent is granted in accordance with this paragraph 12.2, the Transferee may amend the provisions of this Scheme in accordance with such consent.

12.3 Neither the consent of the Court, nor notice to or the consent of the PRA or the FCA, shall be required:

- (a) in respect of any amendment to this Scheme for which specific provision is made elsewhere in this Scheme, provided that such specific provision is fully complied with; or
- (b) in relation to the amendment or termination of any Transferring Business Contract.

12.4 The consent of the Court shall not be required in relation to any amendment to the Scheme to the extent that such amendment is:

- (a) a minor and/or technical amendment to the provisions of this Scheme (including amendments to correct manifest errors);
- (b) reasonably considered by the Transferee's Board to be necessary in circumstances where the provision to which the proposed amendment applies will be affected by a variation of Applicable Law;
- (c) necessary to reflect any change in the generally accepted actuarial practices relating to the Transferring Policies; or
- (d) required to protect the rights and reasonable expectations of the Policyholders of the Transferring Policies,

in each case, provided that the PRA and FCA have been notified in accordance with paragraph 12.5 and have not objected within 30 days of such notification.

12.5 The Transferee shall give each of the PRA and the FCA no less than 42 days' prior written notice of any proposed amendments to this Scheme to which paragraph 12.2 or 12.4 apply, such period commencing on the earlier of:

- (a) the date (or the latest date) on which each of the PRA and the FCA gives notice of receipt of the notification of the amendment to the Transferee; and
- (b) the date which falls five days following the delivery of the notification of the amendment to the PRA and the FCA by the Transferee.

13. **EFFECT OF TRANSFER**

13.1 Unless and to the extent otherwise provided in the Order:

- (a) the transfer of any rights, assets, benefits, liabilities and obligations under or in connection with the Transferring Business pursuant to this Scheme shall take effect and shall be valid and binding on all parties having any interest in the same notwithstanding any restriction on transferring, assigning or otherwise dealing with the same and such transfer shall be deemed to take effect on the basis that it does not contravene any such restriction and does not give rise to any right to terminate, modify, acquire or claim any damages, interest or right, or to treat an interest or right as terminated or modified; and
- (b) any entitlement which, but for section 112A of FSMA, would or might arise to terminate, modify, acquire or claim an interest or right to treat an interest or right as terminated or modified as a result of anything done or pursuant to the Scheme will not be enforceable.

13.2 Unless and to the extent otherwise provided in the Order, neither the transfer and vesting under this Scheme of the Transferring Business nor this Scheme nor anything done or omitted to be done in connection with the transfer of the Transferring Business or this Scheme shall, in relation to any Transferring Policies, Residual Policies, Transferring Assets, Transferring Business Contract, Residual Assets, Transferring Liabilities or Residual Liabilities or any other contract, asset, property, liability or business of the Transferee whether before or after the Relevant Date:

- (a) invalidate, discharge or result in the termination of any Transferring Policy, Transferring Business Contract, other contract, Encumbrance, right, interest, benefit, power, obligation or title;
- (b) constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any

person to terminate, any Transferring Policy, Transferring Business Contract, contract, Encumbrance, right, interest, benefit, power, obligation or title;

- (c) require any registration, re-registration or filing of any amendment to any existing registration or filing in respect of any Transferring Policy, Transferring Business Contract, contract, Encumbrance, right, interest, benefit, power, obligation or title;
- (d) require any person to perform any new or additional obligation or take any new or additional step or action, including the giving of any notice, the obtaining of any consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property;
- (e) entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any Transferring Policy, Transferring Business Contract, contract or Encumbrance; or
- (f) affect the enforceability, priority or ranking of any Encumbrance.

14. EVIDENCE OF TRANSFER

The production of a copy of the Order with any modifications, amendments and/or additions made under paragraph 12, shall for all purposes be evidence of the transfer to, and vesting in, the Transferee:

- (a) on and with effect from the Effective Date, of the Transferring Assets, the Transferring Liabilities and the Transferring Policies; and
- (b) with effect from each relevant Subsequent Transfer Date, of the Residual Assets, the Residual Liabilities and the Residual Policies.

15. SUCCESSORS AND ASSIGNS

This Scheme will bind, and enure to the benefit of, the successors and assigns of each of the Transferor and the Transferee.

16. COSTS AND EXPENSES

Except as otherwise agreed in writing, the Transferee shall bear the costs and expenses in relation to the preparation and carrying into effect of this Scheme whether before or after the Effective Date.

17. THIRD PARTY RIGHTS

No person who is not a party to this Scheme may enforce any of its terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. GOVERNING LAW

This Scheme shall be governed by and construed in accordance with English law.

Dated [●] 2027

SCHEDULE 1 – SERVICE AGREEMENTS

No.	Description
1.	Outsourced Administration Services Agreement dated 31 January 2025 between (1) Chesnara Life (UK) Limited and (2) Outsourced Professional Admin Limited
2.	Agreement dated 1 April 2025 between (1) Chesnara Life (UK) Limited and (2) Investment Funds Direct Limited
3.	Onshore Bond Agreement dated 8 September 2016 between (1) Chesnara Life (UK) Limited and (2) Investment Funds Direct Limited as amended from time to time
4.	Services Agreement dated 15 July 2011 between (1) Chesnara Life (UK) Limited and (2) Donnelley Financial Solutions UK Limited as amended from time to time
5.	Service Agreement dated 20 December 2022 between (1) Chesnara Life (UK) Limited and (2) SEI Investments (Europe) Ltd
6.	Onshore Bond Agreement dated 29 March 2019 between (1) Chesnara Life (UK) Limited and (2) True Potential Investments LLP as amended from time to time
7.	Reinsurance and Operating Agreement dated 1 January 1999 between (1) Chesnara Life (UK) Limited and (2) Unum Limited
8.	Software as a Service Supply Agreement dated 18 March 2020 between (1) Chesnara Life (UK) Limited and (2) Bakehouse Communications Limited as amended from time to time
9.	Agreement for use of eMR System dated 13 November 2024 between (1) Chesnara Life (UK) Limited and (2) MediData Exchange Limited
10.	Framework Agreement dated 14 August 2023 between (1) Chesnara Life (UK) Limited and (2) Citigate Dewe Rogerson Limited
11.	Framework Agreement dated 1 September 2021 between (1) Chesnara Life (UK) Limited (as novated from HSBC Global Services (UK) Limited pursuant to a novation agreement 6 November 2025) and (2) Technical Connection Limited as amended from time to time
12.	Agreement for services dated 5 November 2018 between (1) Chesnara Life (UK) Limited and (2) Dr Stuart Cunningham Glover as amended from time to time
13.	Licence agreement dated 1 April 2016 between (1) Chesnara Life (UK) Limited and Morningstar UK Ltd as amended from time to time
14.	Agreement dated 26 November 2024 between (1) Chesnara Life (UK) Limited and (2) CRIF Decision Solutions Limited
15.	Services Agreement dated 16 February 2016 between (1) Chesnara Life (UK) Limited and (2) Defaqto Limited
16.	Master Services Agreement dated 5 May 2026 between (1) Chesnara Life (UK) Limited and (2) Square Health Limited
17.	Discretionary Investment Management Agreement dated 17 February 2023 between (1) Chesnara Life (UK) Limited and (2) HSBC Global Asset Management (UK) Limited

18.	Amended and restated distribution agreement dated 30 January 2026 between (1) Chesnara Life (UK) Limited and (2) HSBC UK Bank Plc relating to onshore investment bond
19.	Restated Agreement for Services dated 30 January 2026 between (1) Chesnara Life (UK) Limited and (2) HSBC UK Bank Plc relating to Trustee Investment Plan product
20.	Continuing Obligations Agreement dated 30 January 2026 between (1) Chesnara Life (UK) Limited and (2) HSBC UK Bank Plc relating to HLP and LifeChoices products
21.	Restated Agreement for Services dated 30 January 2026 between (1) Chesnara Life (UK) Limited and (2) HSBC UK Bank Plc relating to Cancer Bereavement Cover product
22.	Internal Audit Services Agreement dated 30 January 2026 between (1) Chesnara Life (UK) Limited and (2) Forvis Mazars LLP
23.	Co-source Internal Audit Services Engagement Letter dated 26 August 2026 between (1) Chesnara plc, Countrywide Assured plc and Chesnara Life (UK) Limited and (2) Forvis Mazars LLP
24.	MirrorVault Backup Services Agreement dated 1 January 2026 between (1) Chesnara plc and (2) Concorde Cloud Solutions Limited
25.	CTAC Software Support Service Agreement dated 1 January 2026 between (1) Chesnara plc and (2) Concorde Technology Group Limited (trading as Concorde Technology Solutions)
26.	Concorde Communicator Hosted Telephone System Agreement dated 1 January 2026 between (1) Chesnara plc and (2) Concorde Communications Limited

SCHEDULE 2 – OUTWARDS REINSURANCE AGREEMENTS

No.	Description
1.	Group Income Protection Reinsurance Agreement (reference G07894GB-08) dated 1 July 2009 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch as amended by Amendment No. 1 dated 19 January 2011, as further amended by Amendment No. 2 dated 20 February 2013, as further amended by Amendment No. 3 dated 21 January 2014, as further amended by Amendment No. 4 dated 19 December 2014, as further amended by Amendment No. 5 dated 18 January 2016, as further amended by Amendment No. 6 dated 11 May 2017, as further amended by Amendment No. 7 dated 10 January 2018, as further amended by Amendment No. 8 dated 12 March 2019, as further amended by Amendment No. 9 dated 6 February 2020, as further amended by Amendment No. 10 dated 8 October 2020 and by an Amendment (Interest Rate) dated 19 March 2021 and as amended from time to time
2.	Group Income Protection Reinsurance Agreement dated 19 August 2019 between (1) HSBC Life (UK) Limited and (2) Partner Reinsurance Europe SE, Zurich Branch and Addendum No. 1 dated 15 May 2020
3.	Group Income Protection Reinsurance Agreement dated 11 February 2020 between (1) HSBC Life (UK) Limited and (2) HSBC Insurance (Bermuda) Limited as amended by Amendment No. 1.1 dated 15 January 2021 and as further amended by Amendment No. 2 dated 19 February 2021 and as amended from time to time
4.	My Choice Life Reinsurance Agreement effective 1 January 2015 between (1) HSBC Life (UK) Limited and (2) HSBC Insurance (Bermuda) Limited, as varied by a Variation of Contract dated 3 April 2017, as further amended by a Restated Reinsurance Agreement dated 30 January 2018 and as further amended by Addendum A dated 29 July 2020
5.	Automatic Reinsurance Agreement for Personal and Business Protection Plan, Life and Stand-Alone Critical Illness Cover (treaty reference 14003-00-00) dated 2 December 2014 between (1) HSBC Life (UK) Limited and (2) RGA International Reinsurance Company Limited (subsequently RGA International Reinsurance Company Designated Activity Company (DAC)), as amended by Amendment No. 1 dated 5 August 2015, as further amended by Amendment No. 2 dated 5 December 2016, as further amended by Amendment No. 3 dated 13 March 2017, as further amended by Amendment No. 4 dated 13 March 2017, as further amended by Amendment No. 5 dated 24 May 2018, as further amended by Amendment No. 6 dated 25 June 2018 and as further amended by Amendment No. 7 dated 7 December 2018 and as amended from time to time
6.	Life Reinsurance Agreement (New and Existing Business Accelerated and Stand Alone Critical Illness, treaty reference 1961/27505) effective 1 January 2002 between (1) HSBC Life (UK) Limited and (2) GE Frankona Reassurance Limited (subsequently Swiss Re Life & Health Limited, and further subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1 dated 6 April 2010, as further amended by Addendum No. 2 dated 23 June 2010 and as further amended by Addendum No. 3
7.	Reinsurance Treaty for the HSBC Staff Scheme Covering My Choice Critical Illness Cover for Me and My Choice Critical Illness Cover for My Partner (reference G2467865GB-23) dated 10 July 2023 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch as amended by Addendum No. 1 dated 12 September 2023 and as amended from time to time
8.	Reinsurance Agreement for Guaranteed Level Life, Guaranteed Decreasing Life and Guaranteed Increasing Life (treaty reference 15652-00-00) dated 30 April 2018 between (1) HSBC Life (UK) Limited and (2) RGA International Reinsurance Company DAC, as amended by Amendment No. 1 dated 19 December 2018, as further amended by

	Amendment No. 2 dated 8 August 2019, as further amended by Amendment No. 3 dated 27 November 2020 and as further amended by Amendment No. 4 dated 11 March 2022 and as amended from time to time
9.	Reinsurance Agreement (reference 19T000020/2008) effective 28 April 2008 (Business Protection Plan) and 16 June 2008 (LifeChoices) between (1) HSBC Life (UK) Limited, (2) SCOR Global Life Reinsurance UK Limited (subsequently SCOR Global Life SE, UK Branch) and (3) SCOR Global Life Reinsurance Ireland Ltd (subsequently SCOR Global Life Reinsurance Ireland Plc) as amended by Addendum No. 1 dated 12 June 2010, as further amended by Addendum No. 2 dated 15 February 2011, as further amended by Addendum No. 3 dated 19 March 2013, as further amended by Addendum No. 4 dated 25 March 2013 and as further amended by Addendum No. 5 dated 5 August 2015
10.	Life Only Reinsurance Agreement (treaty reference 8935-00-00) dated 19 December 2003 between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company Ltd, as amended by Amendment No. 1 dated 13 December 2005, as further amended by Amendment No. 2 dated 16 June 2006, as further amended by Amendment No. 3 dated 21 December 2006 and as further amended by Amendment No. 4 dated 26 February 2009 and as amended from time to time
11.	Income Protection Reinsurance Agreement (treaty reference 1961/L27715) effective 27 July 2003 between (1) HSBC Life (UK) Limited and (2) GE Frankona Reassurance Limited (subsequently Swiss Re Life & Health Limited, and further subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1 dated 23 December 2004, as further amended by Addendum No. 2 dated 29 March 2007, as further amended by Addendum No. 3 dated 11 December 2007, as further amended by Addendum No. 4 dated 29 October 2008, as further amended by Addendum No. 5 dated 29 October 2008, as further amended by Addendum No. 6 dated 15 October 2009, as further amended by Addendum No. 7 dated 30 November 2011 and as further amended by Addendum No. 8 dated 20 December 2011
12.	Automatic Reinsurance Agreement for Flexible Life Plan (treaty reference 10162-00-00) effective 25 July 2004 between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company, Ltd., as amended by Amendment No. 1 dated 13 December 2005, as further amended by Amendment No. 2, as further amended by Amendment No. 3 dated 14 November 2016 and as further amended by Amendment No. 4 dated 24 November 2022 and as amended from time to time
13.	Life Reinsurance Agreement (New Business Life and Accelerated Critical Illness, treaty reference 1961/27506) effective 1 April 2001 between (1) HSBC Life (UK) Limited and (2) GE Frankona Reassurance Limited (subsequently Swiss Re Life & Health Limited, and further subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1 dated 15 March 2005, Addendum No. 2, Addendum No. 3, Addendum No. 4, Addendum No. 5 dated 28 June 2005, Addendum No. 6 dated 15 March 2005, Addendum No. 7, Addendum No. 8, Addendum No. 9, Addendum No. 10 dated 27 July 2005 (subsequently cancelled and replaced by Addendum No. 11), Addendum No. 11 dated 20 October 2005, Addendum No. 12, Addendum No. 13 dated 1 November 2006, Addendum No. 14, Addendum No. 15, Addendum No. 16, Addendum No. 17 and Addendum No. 18 dated 20 December 2011
14.	Reinsurance Agreement covering In-force Block of Term Assurances (treaty reference I00271GB-06) effective 1 January 2006 between (1) Marks & Spencer Life Assurance Limited (subsequently HSBC Life (UK) Limited) and (2) Swiss Re Life & Health Limited (subsequently Swiss Re Europe S.A., UK branch), as amended by an Amendment (Interest Rate) dated 19 March 2021 and as further amended by an Amendment dated 21 December 2022
15.	Reinsurance Treaty for HSBC Life Protection — Level Life Cover, Decreasing Life Cover and Increasing Life Cover (treaty reference INHK-GB-01) dated 1 October 2019 between

	(1) HSBC Life (UK) Limited and (2) HSBC Life (International) Limited, as amended by an Amendment dated 11 March 2025
16.	Quota-Share Reinsurance Income Protection Treaty (treaty reference GEN00T), comprising two parallel agreements: 1) an Existing Business Treaty effective 1 November 2003 and 2) a New Business Treaty effective 27 July 2003, each between (1) HSBC Life (UK) Limited, (2) GeneralCologne Life Re UK Limited (subsequently renamed General Reinsurance Life UK Limited) and (3) Kölnische Rückversicherungs-Gesellschaft AG, as amended in respect of each treaty by Addendum No. 1 dated 20 December 2004, as further amended by Addendum No. 2 dated 20 December 2004, as further amended by Addendum No. 3 dated 5 April 2006, and as further amended in respect of the New Business Treaty only by Addendum No. 4 dated 5 April 2006 and Addendum No. 5 dated 28 September 2007
17.	LifeChoices Reinsurance Contract (treaty reference 27107/33047) effective 4 June 2007 between (1) HSBC Life (UK) Limited, (2) General Reinsurance Life UK Limited as Lead Reinsurer (subsequently Cologne Reinsurance Company United Kingdom Branch, and further subsequently General Reinsurance, London Branch) and (3) Kölnische Rückversicherungs-Gesellschaft AG as Follow Reinsurer (subsequently General Reinsurance AG), as amended by Addendum No. 1, as further amended by Addendum No. 2 dated 11 June 2010 and as further amended by Addendum No. 3 dated 30 October 2012
18.	Automatic Reinsurance Agreement for LifeChoices and Business Protection Plan — Life, Stand-Alone Critical Illness and ATPD Cover (treaty reference 11188-00-00) effective 28 April 2008 (Business Protection Plan) and 16 June 2008 (LifeChoices) between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company Ltd, as amended by Amendment No. 1 dated 16 June 2010, as further amended by Amendment No. 2 dated 12 March 2013 and as further amended by Amendment No. 3 dated 8 January 2014
19.	Quota Share and Surplus Reinsurance Agreement for Critical Illness (treaty reference PLR/HSBC/P1629) effective 16 July 2019 and dated 6 February 2020 between (1) HSBC Life (UK) Limited and (2) Pacific Life Re Limited, as amended by Addendum No. 1 (reference PLR/HSBC/P1629/A01) effective 20 October 2020 and executed 28 January 2021, and as terminated to new business with effect from 1 January 2023 by notice dated 30 September 2022
20.	Reinsurance Treaty for HSBC LifeChoices Level and Decreasing Term Life Cover (treaty reference I2323508GB-21) effective 28 March 2021 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch, as amended by Addendum No. 1 dated 11 March 2022, as further amended by Addendum No. 2 dated 5 January 2023, as further amended by Addendum No. 3 dated 17 May 2023, as further amended by Addendum No. 4 dated 9 October 2023, as further amended by Addendum No. 5 dated 24 November 2023, and as further amended by Addendum No. 6 dated 30 May 2024 and as amended from time to time
21.	Group Life Assurance and Death in Service Scheme for International Managers and International Contract Executives (policy number IM0001) effective 1 January 2021 between (1) HSBC Life (UK) Limited, (2) HSBC Holdings plc, (3) HSBC Retirement Benefits Trustee (UK) Limited and (4) Independent Trustee Services Limited, as amended by a Letter of Variation dated 2022, and as superseded by the Group Life Assurance and Death in Service Scheme for IMs, ICEs, GMs and GEs Terms and Conditions and Policy Schedule (policy number IM0002) effective 1 January 2024
22.	Life Reinsurance Agreement for HSBC Critical Illness Cover effective 28 March 2021 between (1) HSBC Life (UK) Limited and (2) Partner Reinsurance Europe SE, Zurich

	Branch, as amended by Amendment No. 1 dated 17 January 2023, as further amended by Amendment No. 2 dated 18 June 2024 and as amended from time to time
23.	Reinsurance Treaty for HSBC Life Income Cover (treaty reference I2116723GB-19) effective 29 July 2019 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch
24.	Group Income Protection Reinsurance Agreement effective 1 January 2019 between (1) HSBC Life (UK) Limited and (2) Partner Reinsurance Europe SE, Zurich Branch (subsequently Partner Reinsurance Europe SE, London Branch), as amended by Addendum No. 1 dated 15 May 2020, as further amended by Addendum No. 5 dated 5 November 2024, as further amended by Addendum No. 6 dated 19 November 2025 and as further amended by Addendum No. 7 dated 29 January 2026 and as amended from time to time
25.	LifeChoices (SicknessChoice) and Business Protection Plan (Accident and Sickness Cover) Reinsurance Contract (treaty reference 37433/001) effective 4 January 2010 between (1) HSBC Life (UK) Limited and (2) Cologne Reinsurance Company United Kingdom Branch
26.	Life Reinsurance Treaty covering First Direct Life Cover and First Direct Mortgage Life Cover (treaty reference MID/O/090) dated 30 June 2008 between (1) HSBC Life (UK) Limited and (2) Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft trading as Munich Re Company United Kingdom Life Branch, as amended by Addendum No. 1 dated 11 June 2010, as further amended by Addendum No. 2 dated 30 November 2011 and as further amended by Addendum No. 3 dated 7 December 2012 and as amended from time to time
27.	Life with Critical Illness Reinsurance Agreement (treaty reference 8513-00-00) effective 7 April 2002 between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company Ltd, as amended by Amendment No. 1 dated 13 December 2005 and as further amended by Amendment No. 2 dated 16 June 2010 and as amended from time to time
28.	Life Only Reinsurance Agreement (treaty reference 8934-00-00) effective 1 July 2003 between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited, as amended by Amendment No. 1, as further amended by Amendment No. 3 dated 6 December 2006 and as further amended by Amendment No. 4 and as amended from time to time
29.	Automatic Reinsurance Agreement for In-Force Reviewable Accelerated Critical Illness Plans (treaty reference 10221-00-00) effective 1 January 2005 between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company Ltd and the addenda thereto
30.	Automatic Reinsurance Agreement for HSBC Branded Term Assurance sold via M&S (treaty reference 10551-00-00) effective 1 May 2006 between (1) HSBC Life (UK) Limited and (2) RGA Americas Reinsurance Company Ltd, as amended by Amendment No. 1 dated 20 March 2007, as further amended by Amendment No. 2 and as amended from time to time
31.	Automatic Reinsurance Agreement for HSBC Branded Term Assurance sold via M&S (treaty reference 10490-00-00) effective 1 May 2006 between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited, as amended by Addendum No. 1 dated 20 March 2007 and as amended from time to time
32.	Automatic Reinsurance Agreement for LifeChoices (TraumaChoice) and Business Protection Plan (Critical Illness Cover) (treaty reference 11187-00-00) effective 28 April 2008 (Business Protection Plan) and 16 June 2008 (LifeChoices) between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited (subsequently RGA International Reinsurance Company Limited), as amended by Amendment No. 1, as further amended

	by Amendment No. 2 dated 1 March 2013 and as further amended by Amendment No. 3 and as amended from time to time
33.	Quota Share Reinsurance Agreement (treaty reference 19T000034-2008) effective 30 September 2008 between (1) HSBC Life (UK) Limited, (2) SCOR Global Life SE – UK Branch, and (3) SCOR Global Life Reinsurance Ireland Ltd and the addendum thereto
34.	Premier Life Cover Reinsurance Agreement (treaty reference T000028) effective 3 October 2008 between (1) HSBC Life (UK) Limited, (2) SCOR Global Life SE – UK Branch, and (3) SCOR Global Life Reinsurance Ireland Ltd and the addendum thereto effective 31 March 2009
35.	Premier Life Cover Reinsurance Agreement (treaty reference 8572/43663) effective 3 October 2008 between (1) HSBC Life (UK) Limited, (2) SCOR Global Life SE – UK Branch, and (3) SCOR Global Life Reinsurance Ireland Ltd and the addendum thereto effective 31 March 2009
36.	Quota Share and Surplus Reinsurance Agreement (treaty reference 8572/43663) effective 1 December 2006 between (1) HSBC Life (UK) Limited, (2) SCOR Global Life Reinsurance UK Limited, (3) SCOR Global Life Reinsurance Ireland Ltd, and (4) Sun Life Assurance Company of Canada, Irish Branch and the addendum thereto effective 25 July 2009
37.	Life Reassurance Agreement (treaty reference Swi000T) effective 1 April 1988 between (1) Midland Life Limited (subsequently HSBC Life (UK) Limited) and (2) Swiss Reinsurance Company (UK) Limited (subsequently Swiss Re Life & Health Ltd, and further subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1 dated 11 October 1988, as further amended by Addendum No. 2 dated 5 October 1990, as further amended by Addendum No. 3 dated 15 June 1992, as further amended by Addendum No. 4 dated 31 March 1994, as further amended by Addendum No. 5 dated 25 July 1995, as further amended by Addendum No. 6 dated 25 July 1995, as further amended by Addendum No. 7 dated 7 August 1995, as further amended by Addendum No. 8, as further amended by Addendum No. 9, as further amended by Addendum No. 10, as further amended by Addendum No. 11 dated 30 December 1996, as further amended by Addendum No. 12 dated 6 January 1998, as further amended by Addendum No. 13 dated 6 January 1998, as further amended by Addendum No. 14 dated 1 December 2000 and as further amended by Addendum No. 15 dated 11 June 2010 and as amended from time to time
38.	Level Term Assurance and Family Income Benefit Reinsurance Agreement effective 1 April 2001 between (1) HSBC Life (UK) Limited and (2) Swiss Re Life & Health Limited
39.	Navigator Critical Illness Reinsurance Agreement (treaty reference 5348/03) effective 1 June 1993 between (1) Midland Life Limited (subsequently HSBC Life (UK) Limited) and (2) The Mercantile and General Reinsurance Company plc (subsequently Swiss Re Life & Health Limited, and further subsequently Swiss Re Europe S.A., UK branch), as amended by a Permitted Areas Amendment effective 1 October 2011, as further amended by an amendment reference I08494GB-09, and as further amended by an amendment dated 1 February 2022 and as amended from time to time
40.	Life Reinsurance Agreement for New Business Accelerated Critical Illness (treaty reference 1961/27475) effective 8 April 2002 between (1) HSBC Life (UK) Limited and (2) GE Frankona Reassurance Limited (subsequently Swiss Re Life & Health Limited, and further subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1, as further amended by Addendum No. 2, as further amended by Addendum No. 3, as further amended by Addendum No. 4, as further amended by Addendum No. 5, as further amended by Addendum No. 6, as further amended by Addendum No. 7, as further amended by Addendum No. 8 dated 27 July 2005 (subsequently cancelled and replaced by Addendum No. 9), as further amended by Addendum No. 9 dated 20 October 2005,

	as further amended by Addendum No. 10 dated 14 December 2005, as further amended by Addendum No. 11 dated 1 November 2006, as further amended by Addendum No. 12 dated 13 August 2007, as further amended by Addendum No. 13 dated 11 June 2010 and as further amended by Addendum No. 14 dated 20 December 2011 and as amended from time to time
41.	Life Reinsurance Agreement (treaty reference 1961/27504) effective 1 January 2002 between (1) HSBC Life (UK) Limited and (2) GE Frankona Reassurance Limited, as amended by Addendum No. 1 effective 1 October 2001 and as amended from time to time
42.	Surplus and Quota Share Plus Surplus Reinsurance Agreement (treaty reference 5184/01) effective 1 April 1995 between (1) Marks & Spencer Life Assurance Limited (subsequently HSBC Life (UK) Limited) and (2) The Mercantile and General Reinsurance Company Limited (subsequently Swiss Re Life & Health Limited), as amended by a replacement schedule effective 30 September 1999 and as further amended by a Change to Ceding Company Retention letter dated 27 November 2003 and as amended from time to time
43.	Quota Share Reinsurance Agreement (treaty reference 5184/02) effective 1 April 1995 between (1) Marks & Spencer Life Assurance Limited (subsequently HSBC Life (UK) Limited) and (2) The Mercantile and General Reinsurance Company plc (subsequently Swiss Re Life & Health Limited), as amended by a New Business Termination effective 1 January 2001 and as amended from time to time
44.	FlexiLife Plan Income Protection Reinsurance Agreement (treaty reference 1961/L28078) effective 27 July 2004 between (1) HSBC Life (UK) Limited and (2) Swiss Re Life & Health Limited (subsequently Swiss Re Europe S.A., UK branch), as amended by Addendum No. 1 dated 29 March 2007, as further amended by Addendum No. 2 dated 14 March 2008, as further amended by Addendum No. 3 dated 29 October 2008, as further amended by Addendum No. 4 dated 29 October 2008, as further amended by Addendum No. 5 and as further amended by Addendum No. 6 dated 24 October 2019 and as amended from time to time
45.	Reinsurance Agreement for Lifestyle Underwriting covering Level LifeChoice and Decreasing LifeChoice (treaty references L28315 / I401916GB-11) effective 6 July 2011 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch, as amended by an amendment dated 21 June 2013 (effective 17 September 2012), as further amended by an amendment dated 21 June 2013 (effective 3 June 2013), as further amended by an amendment dated 22 January 2014 (effective 2 December 2013) and as further amended by an Amendment (Interest Rate) dated 19 March 2021 and as amended from time to time
46.	Reinsurance Agreement for individual income protection, business protection and executive income protection (Income Cover and Income Cover (5 Year)) (treaty reference I402698GB-11) effective 3 October 2011 between (1) HSBC Life (UK) Limited and (2) Swiss Re Europe S.A., UK branch, as amended by an amendment dated 13 January 2012, as further amended by an amendment dated 2 November 2012, as further amended by an amendment dated 12 March 2013, as further amended by an amendment dated 15 June 2016 and as further amended by an amendment dated 5 January 2017 and as amended from time to time
47.	Automatic Reinsurance Agreement for Guaranteed Level Life and Guaranteed Decreasing Life (treaty reference 16326-00-00) effective 11 December 2019 between (1) HSBC Life (UK) Limited and (2) RGA International Reinsurance Company DAC, as amended by Amendment No. 1 dated 20 December 2022 and as amended from time to time

48.	Group Income Protection Reinsurance Agreement effective 1 January 2019 between (1) HSBC Life (UK) Limited and (2) HSBC Insurance (Bermuda) Limited, as amended by Amendment No. 7 and as amended from time to time
49.	Reinsurance Contract for Personal Protection (Income Cover (5 year)) and Business Protection Plan (Income Cover (5 year)) (treaty reference 37433 002) effective 3 October 2011 (personal Income Cover (5 year)) and 14 November 2011 (Business Protection Plan Income Cover (5 year)) between (1) HSBC Life (UK) Limited and (2) General Reinsurance, London Branch, as amended by Addendum No. 1 dated 9 February 2012, as further amended by Addendum No. 2 dated 12 January 2016 and as further amended by Addendum No. 3 dated 21 February 2017
50.	Group Income Protection for International Managers (IMs), International Contract Executives (ICEs) and Executive Directors (EDs) (policy number IM0003) effective 1 January 2025 between (1) HSBC Life (UK) Limited and (2) HSBC Holdings plc
51.	Automatic Reinsurance Agreement for Flexible Life Plan (treaty reference 10161-00-00) effective 25 July 2004 between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited (subsequently RGA International Reinsurance Company Limited (UK Branch), and further subsequently RGA International Reinsurance Company Designated Activity Company (UK Branch)), as amended by Amendment No. 1 dated 29 July 2005, as further amended by Amendment No. 2, as further amended by Amendment No. 3 dated 2016 and as further amended by Amendment No. 4 dated 16 November 2022 and as amended from time to time
52.	Life with Critical Illness Reinsurance Agreement (treaty reference 8527-00-00) effective 7 April 2002 between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited, as amended by Amendment No. 1 dated 29 July 2005 and as further amended by Amendment No. 2 dated 11 June 2010 and as amended from time to time
53.	Automatic Reinsurance Agreement for In-Force Reviewable Accelerated Critical Illness Plans (treaty reference 10220-00-00) effective 1 January 2005 between (1) HSBC Life (UK) Limited and (2) RGA Reinsurance UK Limited and the addenda thereto
54.	Quota-Share Reinsurance FlexiLife Plan Income Protection Treaty (treaty reference 27093/32418) dated 24 November 2006 between (1) HSBC Life (UK) Limited and (2) General Reinsurance Life UK Limited and (3) Kolnische Ruckversicherungs-Gesellschaft AG and the addenda thereto

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