

IN THE HIGH COURT OF JUSTICE OF THE ISLE OF MAN

CIVIL DIVISION

CHANCERY PROCEDURE

IN THE MATTER OF

ZURICH INTERNATIONAL LIFE LIMITED (SINGAPORE BRANCH)

AND

MONUMENT INTERNATIONAL LIFE ASSURANCE COMPANY LIMITED (SINGAPORE BRANCH)

AND

IN THE MATTER OF

THE INSURANCE ACT 2008

SCHEME for the transfer of long-term business from Zurich International Life Limited (Singapore Branch) to Monument International Life Assurance Company Limited (Singapore Branch) pursuant to section 21(1) of and Schedule 2 to the Insurance Act 2008

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1. **INTERPRETATION**

1.1 Definitions.

In this Scheme the following expressions bear the meanings respectively set opposite them.

Applied GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applied to the Isle of Man by the Data Protection (Application of GDPR) Order 2018;

Appointed Actuary: in relation to the Transferor or the Transferee, the person from time to time appointed as actuary pursuant to section 18(1) of the Insurance Act;

Consent: any consent (within the meaning of article 4(11) of the Applied GDPR) given by a Data Subject whose Personal Data is processed under Data Protection Legislation in connection with the Transferring Business;

Court: the High Court of Justice of the Isle of Man;

Data Protection Legislation: the Data Protection Act 2018 and the Personal Data Protection Act 2012 of Singapore;

Data Subject: has the meaning given under article 4(1) of the Applied GDPR;

Effective Time: 00.01am on 1 September 2022, being the time and date at which this Scheme will become effective;

Encumbrance: means any mortgage, charge, pledge, security, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind and any other type of preferential arrangement (including title, transfer and retention arrangements) having a similar effect;

Excluded Assets: all property of the Transferor, other than the Transferring Assets and Residual Assets;

Financial Advisor: a financial advisor that is party to a TOBA;

Independent Actuary: Mike Claffey of Milliman Limited or any other independent actuary for the purpose of paragraph 2(a) of Schedule 2 to the Insurance Act;

Insurance Act: the Insurance Act 2008;

IOMFSA: the Isle of Man Financial Services Authority;

Linked Asset: an asset held within a Linked Fund in respect of a Unit Linked Transferring Policy;

Linked Fund: a notional internal linked fund of the Transferor or the Transferee (as applicable) maintained for the purpose of calculating the benefits payable under Unit Linked Transferring Policies;

long-term business: the business of effecting or carrying out Long-Term Insurance Contracts;

Long-Term Insurance Contracts: contracts of insurance falling within the definition of long-term business as set out in regulation 4 of the Insurance Regulations 2018;

Loss:

- (a) all direct losses (including, for the avoidance of doubt, direct loss of profits), liabilities (including any settlement payment irrespective of whether legal liability has been admitted or determined), damages, penalties, costs relating to disciplinary actions and fines, but excluding punitive, special, aggravated, consequential or indirect loss (including indirect loss of profits, indirect loss caused by business interruption or loss of contract, loss of goodwill or reputation); and
- (b) all costs and expenses (including legal fees) properly incurred as a result of investigating, defending or settling a claim or in connection with any threatened, pending or actual proceeding;

MAS: the Monetary Authority of Singapore;

MILAC: Monument International Life Assurance Company Limited, a company incorporated in the Isle of Man with company registration number 027082C whose registered office is 2nd Floor, St. George's Court, Upper Church Street, Douglas, Isle of Man IM1 1EE;

NPA: the Non-Prosecution Agreement entered into by Zurich Life Insurance Company, the Transferor and the U.S. Department of Justice on April 24, 2019 and terminating on April 24, 2023;

Order: an order made by the Court pursuant to section 21(1) of and Schedule 2 to the Insurance Act sanctioning this Scheme and any order (including, without limitation, any subsequent order) in relation to this Scheme made by the Court pursuant to section 21(1) of and Schedule 2 to the Insurance Act;

Personal Data: has the meaning given under article 4(1) of the Applied GDPR;

Policyholder: the holder of a Transferring Policy;

Proceedings: includes 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) including arbitration, mediation, adjudication, any other dispute resolution procedure (whether or not it involves submission to any court), any judicial, quasi-judicial, administrative or regulatory review or process or

any complaint or claim to any ombudsman or other proceedings for the resolution of a dispute or claim, in each case whether current, future, pending, threatened or otherwise;

Records: all documents, files and other records, whether in physical or electronic form, relating exclusively to the Transferring Contracts, the Transferring Assets, the Residual Assets, the Transferring Liabilities and the Residual Liabilities which are in the possession of, or under the control of the Transferor or its third party service providers, but excluding: (i) all VAT Records; and (ii) any such records of which the Transferor is obliged to retain control in compliance with the NPA or applicable law; and (iii) such other records as are agreed in writing between the Transferor and Transferee as being retained by the Transferor;

Regulatory Authority: as the context requires, the IOMFSA, the MAS and such other regulatory authority as has responsibility for regulating businesses such as that relating to the Transferring Policies from time to time, whether in the Isle of Man, Singapore or elsewhere;

Regulatory Requirements: all applicable laws, statutes, regulations, rules, orders, directives, requirements, guidance, standards, guidelines and industry codes of practice in each case having legal effect stipulated by any legal, governmental or regulatory body with powers of direction over the relevant entity, including the rules of any stock exchange or listing authority, in each case existing and in force from time to time and whether in the Isle of Man, Singapore or elsewhere, where relevant in the context;

Remaining Split TOBAs: has the meaning given under paragraph 7.1(a)(i);

Residual Assets:

- (a) any Transferring Asset of the Transferor to be transferred pursuant to this Scheme:
 - (i) the transfer of which to the Transferee pursuant to this Scheme requires, at the Effective Time, either:
 - (A) the consent of any person (other than the Transferee, the Transferor, the Court or the Singapore Court); or
 - (B) the waiver by any person of any right to acquire, or to be offered the right to, or to offer to, acquire or procure the acquisition by some other person of, all or any part of such property, being a right which directly or indirectly arises or is exercisable as a consequence of such transfer being proposed or taking effect; or
 - (ii) which neither the Court nor the Singapore Court has jurisdiction to transfer, or which (despite having such jurisdiction) the Court or the Singapore Court determines not so to transfer or the transfer of which is not recognised by the laws of any relevant jurisdiction in which such property is situated;
- (b) any Transferring Assets of the Transferor to be transferred pursuant to this Scheme which the Transferor and the Transferee agree in writing prior to the Effective Time

shall not be transferred at the Effective Time, but shall be transferred at the Subsequent Transfer Date;

- (c) any other interest of the Transferor in any property or any agreement relating to any property which the Transferor and the Transferee shall agree in writing prior to the Effective Time should be transferred pursuant to this Scheme in conjunction with any property referred to in paragraphs (a) or (b) of this definition;
- (d) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, earned or received from time to time after the Effective Time in respect of any property referred to in paragraphs (a) or (b) or (c) of this definition; and
- (e) any Transferring Asset which cannot be transferred to or vested in the Transferee pursuant to this Scheme for any other reason;

Residual Liabilities: any liability of the Transferor under or in connection with the Transferring Contracts, and in connection with the Transferring Assets:

- (a) the transfer of which liability to the Transferee pursuant to this Scheme requires, as at the Effective Time, the consent or waiver of any person (other than the Transferee, the Transferor, the Court or the Singapore Court) or which neither the Court nor the Singapore Court has jurisdiction to transfer to the Transferee or which (despite having such jurisdiction) the Court or the Singapore Court determines not so to transfer; or
- (b) which the Transferor and the Transferee agree in writing prior to the Effective Time shall not be transferred at the Effective Time, but shall be transferred at the Subsequent Transfer Date; or
- (c) which is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset; or
- (d) which cannot be transferred to or vested in the Transferee pursuant to this Scheme for any other reason;

Scheme: this Scheme in its original form or with or subject to any modification, addition or condition which may be approved or imposed in accordance with section 21(1) of and Schedule 2 to the Insurance Act;

Singapore Court: the High Court of Singapore;

Singapore Insurance Act: the Insurance Act 1966 of Singapore;

Singapore Scheme: the statutory transfer scheme set out in Sections 116 to 119 (inclusive) of the Singapore Insurance Act, in its original form or with or subject to any modification, addition or condition which may be approved or imposed in accordance with the Singapore Insurance Act;

Split TOBAs: the TOBAs relating to both the Transferring Business and other business of the Transferor;

Subject Access Request: a request for information made by a Data Subject pursuant to article 15 of the Applied GDPR;

Subsequent Transfer Date: in relation to any Residual Asset or Residual Liability, the date after the Effective Time on which such Residual Asset or Residual Liability is to be transferred to the Transferee namely:

- (a) in respect of any Residual Asset falling within paragraph (a) of the definition thereof, and of any Residual Liability falling within paragraph (a) of the definition thereof, the date on which the requisite consent, waiver or order to enable the same to be transferred to the Transferee upon the terms of this Scheme is:
 - (i) obtained;
 - (ii) no longer required; or
 - (iii) dispensed with by Order of the Court;
- (b) in respect of any Residual Asset falling within paragraphs (b) or (c) of the definition thereof and of any Residual Liability which falls within paragraphs (b) or (c) of the definition thereof, the date on which the parties agree that the transfer of the relevant Residual Asset shall take effect;
- (c) in the case of any Residual Asset falling within paragraph (d) of the definition thereof, the date on which such Residual Asset is received or earned by the Transferor; and
- (d) in respect of any Residual Asset falling within paragraph (e) of the definition thereof, or of any Residual Liability falling within paragraph (d) of the definition thereof, the date upon which the impediments to the transfer pursuant to the terms of this Scheme have been removed;

Tax or Taxation: any and all forms of taxation and statutory, governmental, supra governmental, state, principal, local governmental or municipal impositions, value added tax, goods and services tax, duties, contributions, charges and levies in the nature of taxation and all withholdings or deductions in respect thereof of whatever nature, in each case whether of the Isle of Man, Singapore or elsewhere and whenever imposed, and all penalties, charges, costs and interest relating thereto;

TOBAs: the terms of business agreements governed by the laws of the Isle of Man between ZILL and a Financial Advisor, together with all application forms, schedules and other documents incorporated in or ancillary to such terms of business agreements;

Transfer Date: the Effective Time, except in the case of any Residual Asset or Residual Liability in which case the "Transfer Date" means the applicable Subsequent Transfer Date;

Transferee: the Singapore Branch of MILAC, a branch registered in Singapore under registered number UENT22FC0002H whose registered office is at 1 Marina Boulevard, #28-00, One Marina Boulevard, Singapore 018989;

Transferee Actuary: the Appointed Actuary of the Transferee;

Transferee Board: the Board of the Transferee;

Transferee Group: the Transferee and any subsidiaries of the Transferee, any holding companies of the Transferee and any subsidiaries of such holding companies from time to time as each is defined in the Companies Act 1974;

Transferor: Zurich International Life Limited, a company incorporated in the Isle of Man under registered number 020126C whose registered office is at Zurich House, Isle of Man Business Park, Douglas, Isle of Man IM2 2QZ;

Transferor Actuary: the Appointed Actuary of the Transferor;

Transferor Board: the Board of the Transferor;

Transferor Group: the Transferor and any subsidiaries of the Transferor, any holding companies of the Transferor and any subsidiaries of such holding companies from time to time as each is defined in the Companies Act 1974;

Transferring Advisory Forms: forms signed by the holder of a Transferring Policy and a fund investment advisor in respect of a Transferring Policy authorising and instructing the Transferor to (i) provide information to, and/or (ii) take instructions from, and/or (iii) pay remuneration to, the fund investment advisor;

Transferring Assets: all of the following as at the Effective Time:

- (a) the rights, benefits and powers (whether actual or contingent) of the Transferor whatsoever under or by virtue of the Transferring Contracts (including the appropriate proportion of the rights, benefits and powers of the Transferor which will pass to the Transferee upon the deemed variation of the Split TOBAs pursuant to paragraph 7);
- (b) the Consents including, without limitation, all rights, title and interest of the Transferor in the Consents;
- (c) each Linked Asset, or an equivalent value thereto; and
- (d) the Records including, without limitation, all rights, title and interest of the Transferor in the Records,

but excluding the Residual Assets;

Transferring Business: certain long-term business of the Transferor to be transferred under this Scheme, comprising the Transferring Contracts; Transferring Assets, Transferring Liabilities, Residual Assets and Residual Liabilities;

Transferring Contracts: the Transferring Policies, the Transferring Advisory Forms and the Transferring TOBAs;

Transferring Liabilities: all the liabilities (including contingent and prospective liabilities) whatsoever and wheresoever arising of the Transferor, attributable to or in connection with the Transferring Contracts (including, for the avoidance of doubt, (if applicable) the appropriate proportion of the liabilities of the Transferor which will pass to the Transferee upon the deemed variation of the Split TOBAs in accordance with paragraph 7) or the Transferring Assets;

Transferring Policies: those policies listed or otherwise identified in Schedule 1 to this Scheme;

Transferring Split TOBAs: has the meaning given under paragraph 7.1(a)(ii);

Transferring TOBAs: the Whole TOBAs and the Transferring Split TOBAs;

Unit Linked Transferring Policy: a Transferring Policy under which the benefits payable are wholly or partly to be determined by reference to the value of, or the income from, property of any description or by reference to fluctuations in, or an index of, the value of property of any description;

VAT: value added tax imposed pursuant to the VATA 1996;

VAT Records: the records of the Transferring Business which under paragraph 8 of Schedule 12 of the VATA 1996 are required to be preserved after the Effective Time;

VATA 1996: the Isle of Man Value Added Tax Act 1996.

Whole TOBAs: the TOBAs relating exclusively to the Transferring Business;

1.2 In this Scheme:

- (a) "assets" includes property, rights and powers of any description;
- (b) "liabilities" means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety and "liability" means any one of them;
- (c) "property" includes property, assets, rights (including contingent rights as to the repayment of Tax), benefits and powers of every description (whether present or future, actual or contingent) and, for the avoidance of doubt, includes investment management agreements, distribution agreements, service agreements and external

and internal reinsurance agreements (where relevant) and includes property held on trust and any interest whatsoever in any of the foregoing;

- (d) "transfer" includes (as the context may require) "assign", "assignment", or "assignment", "novate" or "novation", "dispose" or "disposal" or "convey" or "conveyance";
- (e) any reference to the singular shall (where appropriate) include the plural and vice versa and any reference to the masculine shall include the feminine and neuter and vice versa (unless the context otherwise requires);
- (f) save as expressly provided otherwise, any reference in this Scheme to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include any subordinate legislation, regulations or orders made from time to time under that statute or statutory provision;
- (g) expressions used in this Scheme which have meanings under the Insurance Act shall bear those meanings (unless the context otherwise requires);
- (h) any references to paragraphs are to paragraphs of this Scheme (unless the context otherwise requires);
- (i) headings are inserted for convenience only and shall not affect the construction of this Scheme;
- (j) any reference to a person shall include any individual, company, firm, partnership, joint venture, association, organisation, trust or agency, whether or not having a separate legal personality;
- (k) 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;
- (l) unless otherwise specified, references to times are to Isle of Man time;
- (m) any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (n) any reference to a document in the form agreed is to the form of the relevant document agreed between the parties in accordance with this Scheme and for the purpose of identification initialled by or on behalf of the parties prior to the date on which the Court sanctions this Scheme;
- (o) the expression "variation" or "varied" shall include any variation, supplement, deletion, replacement or termination, however effected; and
- (p) any reference to "including" shall mean "including without limitation".

2. **INTRODUCTION**

2.1 At the date of this Scheme:

- (a) the Transferor is authorised under section 8 of the Insurance Act to carry on business within classes 1 (linked long-term), 2 (long-term) and 9 (personal miscellaneous, including accident, health and disability);
- (b) the Transferor carries on business in Singapore through a branch licensed by the MAS pursuant to section 11 of the Singapore Insurance Act to carry on direct life insurance business in relation to defined market segments;
- (c) the Transferee is authorised under section 8 of the Insurance Act to carry on business within classes 1, 2 and 10; and
- (d) the Transferee is licensed by the MAS pursuant to section 11 of the Singapore Insurance Act to carry on direct life insurance business in relation to defined market segments.

2.2 It is proposed that all of the Transferring Business shall, in accordance with this Scheme, be transferred to the Transferee and that the Order be made accordingly for the sanction of this Scheme under section 21(1) of and Schedule 2 to the Insurance Act.

2.3 It is further proposed that in accordance with the requirements of the Singapore Insurance Act, the transfer of the Transferring Business be effected through the parallel Singapore Scheme, to be effective at the Effective Time.

3. **TRANSFER OF THE TRANSFERRING BUSINESS TO THE TRANSFEEE**

3.1 At the Effective Time, the Transferring Contracts and the Transferring Assets, shall, by this Scheme and without any further act or instrument, be transferred to and be vested in the Transferee.

3.2 At each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all the interest of the Transferor in it shall, by this Scheme and without any further act or instrument, be transferred to and be vested in the Transferee.

3.3 At the Effective Time, each Transferring Liability shall, by this Scheme and without any further act or instrument, be transferred to and become a liability of the Transferee and shall cease to be a liability of the Transferor.

3.4 At each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies will, by this Scheme and without any further act or instrument, be transferred to and become a liability of the Transferee and shall cease to be a liability of the Transferor.

3.5 At and with effect from the applicable Transfer Date, and without prejudice to any other provision of this Scheme, all references to the Transferor or Transferor Group in any contract between the Transferor and any other party, or in any document or instrument, to the extent

evidencing title to or the benefit or burden of the Transferring Contracts, the Transferring Assets, the Residual Assets, the Transferring Liabilities and the Residual Liabilities shall, in so far as they are transferred to the Transferee, be read and construed as if the same were references to the Transferee or Transferee Group (as applicable) so that such contract, document or instrument shall operate as if such references had always been to the Transferee or Transferee Group (as applicable) rather than the Transferor or Transferor Group.

- 3.6 Neither the transfer of the Transferring Contracts nor this Scheme nor anything done or omitted to be done in connection with the transfer of the Transferring Contracts or this Scheme shall, in relation to the Transferring Contracts or any Transferring Assets, the Residual Assets, the Transferring Liabilities and the Residual Liabilities or any other asset, property, liability or business, whether before or after the Effective Time:
- (a) invalidate, discharge or result in the termination of any Transferring Contract agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or
 - (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 Contract, agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or
 - (c) require any registration, re-registration or filing of any amendment to any existing registration or filing in respect of any Transferring Contract, agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or
 - (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; or
 - (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 Contract, agreement, instrument or Encumbrance.
- 3.7 No Excluded Assets will be transferred to or vest in the Transferee under or by virtue of the terms of this Scheme.
- 3.8 None of the assets and liabilities of the Transferor other than those comprising the Transferring Contracts, the Transferring Assets, the Transferring Liabilities, the Residual Assets and the Residual Liabilities shall be affected by this Scheme.

4. CONTINUITY OF PROCEEDINGS

- 4.1 On and with effect from the Effective Time, any Proceedings to the extent issued or served in connection with the Transferring Contracts, the Transferring Assets or the Transferring Liabilities relating to the Transferor shall be continued by or against the Transferee and the Transferee shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to the Transferor in relation to those Proceedings.
- 4.2 On and with effect from the Subsequent Transfer Date applicable thereto, any Proceedings to the extent issued or served in connection with the relevant Residual Asset or the relevant Residual Liability which relate to a Transferring Asset or a Residual Asset which is to be transferred on such Subsequent Transfer Date relating to the Transferor shall be continued by or against the Transferee and the Transferee shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to the Transferor in relation to those Proceedings. Until such Subsequent Transfer Date, the relevant Proceedings shall be continued by or against the Transferor.
- 4.3 Any Proceedings to the extent issued or served which are not to be continued by or against the Transferee pursuant to paragraphs 4.1 or 4.2 shall be continued by or against the Transferor and the Transferor shall remain entitled to all defences, claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to it in relation to those Proceedings, provided that the Transferor shall consult, and reasonably cooperate with, the Transferee prior to taking any such action related to the Transferring Business.

5. PREMIUMS AND MANDATES

- 5.1 All premiums attributable or referable to the Transferring Policies, if any, shall on and after the Effective Time be payable to the Transferee.
- 5.2 Any direct debit mandate, standing order or other instruction or authority in force at the Effective Time (including, without limitation, any instructions given to a bank by its customer in the form of direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums or other amounts payable to the Transferor under any Transferring Policy or Transferring Asset shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.
- 5.3 Any mandate or other instruction or authority in force at the Effective Time as to the manner of payment by the Transferor of any sum payable under any Transferring Policy or Transferring Advisory Form shall continue in force as an effective mandate, instruction or authority to the Transferee.

6. RIGHTS AND OBLIGATIONS UNDER TRANSFERRING POLICIES

- 6.1 At the Effective Time, the Transferee shall become entitled to all the rights, benefits and powers of the Transferor whatsoever subsisting at the Effective Time under or by virtue of the Transferring Policies.

- 6.2 A Policyholder shall, on and with effect from the Effective Time, become entitled, in succession to, and to the exclusion of, any rights which he may have had against the Transferor under such Transferring Policy, to the same rights and options against the Transferee as were available to him against the Transferor under such Transferring Policy and (as regards a Transferring Policy under which premiums or other sums attributable or referable thereto continue to be payable by him) shall on and with effect from the Effective Time account to the Transferee for any further or additional premiums or other sums attributable or referable thereto, if any, as and when the same become due and payable.
- 6.3 All references in any Transferring Policy to the Transferor, the Transferor Board, the Transferor Actuary, the Transferor auditor or any other officers, employees or agents of the Transferor shall, with effect on and from the Effective Time, be read as references to the Transferee, the Transferee Board, the Transferee Actuary, the Transferee auditor or any other officers, employees or agents of the Transferee respectively or, where appropriate, agents of the Transferee to which the administration or investment management of the relevant part of the business carried on by the Transferee has been delegated. In particular, and subject to the other provisions of this Scheme, all rights and/or duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the Transferor Board, the Transferor Actuary, the Transferor auditor or any other officers, employees or agents of the Transferor in relation to any of the Transferring Policies shall, with effect on and from the Effective Time, be exercisable or required to be performed by the Transferee, the Transferee Board, the Transferee Actuary, the Transferee auditor or any other officers, employees or agents of the Transferee respectively, and accordingly all obligations of the Transferor or any officers, employees or agents of the Transferor in relation to any of the Transferring Policies shall, with effect on and from the Effective Time, cease and determine. All references in a Transferring Policy to the Transferor Group shall, where the context requires, be read and construed with effect from the Effective Time as references to the Transferee Group.

7. **SPLIT TOBAS**

- 7.1 Unless otherwise agreed between the Transferor and the Transferee:
- (a) each of the Split TOBAs shall be varied such that:
 - (i) it shall continue on its existing terms between the Transferor and the relevant Financial Advisor to the extent that such Split TOBA relates to policies which are not Transferring Policies (**Remaining Split TOBAs**); and
 - (ii) a new agreement shall be constituted between the Transferee and the Financial Advisor on the same terms as the existing terms to the extent that such Split TOBA relates to Transferring Policies (**Transferring Split TOBAs**);
 - (b) for the avoidance of doubt, the terms of the Transferring Split TOBA shall be no more onerous for the Financial Advisor than the existing terms of the applicable Split TOBA are for the Financial Advisor and shall operate in conjunction with such existing terms such that the Financial Advisor has a contract with each of the Transferor and the

Transferee but is no better or worse off in respect of such contractual terms and conditions as a result of this Scheme;

- (c) the variation of the Split TOBAs pursuant to this Scheme shall not constitute an event of default, suspension or otherwise give rise to a right of termination, early termination or unilateral variation (howsoever described) under the terms of any such Split TOBAs;
- (d) any obligations, duties and liabilities of each of the Transferor and the Transferee shall be owed separately and individually (but not, for the avoidance of doubt, jointly) under each respective contract created under this Scheme to which it is a party, in accordance with its terms, and not under any contract created under this Scheme to which the other is a party;
- (e) all rights, claims (including incurred but not reported claims), proceedings and benefits under and accruing to the relevant Financial Advisor, the Transferor or the Transferee (as the case may be) under each Remaining Split TOBA and Transferring Split TOBA shall not be terminated, reduced or otherwise adversely affected by such variation and new agreement and all such rights, claims (including incurred but not reported claims), proceedings and benefits under each Remaining Split TOBA will remain with and continue to be capable of being exercised by the Transferor and shall not be terminated, reduced or otherwise adversely affected by such variation and new agreement, and all such rights, claims (including incurred but not reported claims), proceedings and benefits under each Transferring Split TOBA shall not be terminated, reduced or otherwise adversely affected and shall accrue to and be capable of being exercised by the Transferee under such new agreement in replacement of the Transferor.

8. DECLARATION OF TRUST BY THE TRANSFEROR

- 8.1 If any Residual Assets, or other property of the Transferor that is intended to transfer under this Scheme, do not transfer to the Transferee under this Scheme at the Effective Time, the Transferor will, from the Effective Time, subject to receiving all necessary consents or waivers (if any), hold such property and any associated proceeds of sale, income, or other accrued rights or returns as trustee for the Transferee.
- 8.2 The Transferee shall indemnify the Transferor on demand against any Losses incurred in connection with its trusteeship under this Scheme.

9. INDEMNITIES

- 9.1 On, and with effect from, the Effective Time until the relevant Subsequent Transfer Date:
 - (a) the Transferee shall, to the extent that it is able and permitted in accordance with applicable law, discharge such Residual Liability on the Transferor's behalf; or

- (b) if the Transferee is not able or permitted by applicable law to discharge such Residual Liability on the Transferor's behalf, the Transferee shall indemnify the Transferor in respect of any Losses incurred by the Transferor in connection therewith.

9.2 In respect of each Residual Liability, to the extent that the Transferee has discharged such liability on the Transferor's behalf in accordance with paragraph 9.1 and the Transferor recovers under a policy of indemnity insurance (other than any policy with a member of the Transferor Group) or recovers pursuant to a claim or right of recovery or otherwise against a third party, a sum which compensates the Transferor (in whole or in part), the Transferor shall (i) promptly notify the Transferee of the fact and (ii) pay to the Transferee, as soon as reasonably practicable after receipt, an amount equal to the amount recovered from the third party, less any reasonable costs, claims, charges and other liabilities incurred by the Transferor in recovering the same. The Transferor shall use reasonable endeavours to recover any such sum and shall, wherever practicable, notify the Transferee of any reasonable costs, claims, charges and other liabilities reasonably expected to be incurred by the Transferor prior to incurring such costs.

9.3 Where a party is entitled to receive an amount pursuant to paragraphs 9.1 or 9.2, as the case may be, it shall be entitled to receive such amount as, after payment of any liability to Tax in respect of the amount receivable and/or any deduction or withholding required to be made from any payment under paragraphs 9.1 or 9.2, will result in the receipt of an amount equal to the liability indemnified against.

MISCELLANEOUS PROVISIONS

10. PRIVACY, CONFIDENTIALITY AND DATA PROTECTION

10.1 On, and with effect from, the applicable Transfer Date, the Transferee shall, in relation to such part of the Transferring Business as is transferring on such applicable Transfer Date, owe to any person the same duties under the Data Protection Legislation, as well as of confidentiality and privacy, as those which the Transferor owed in relation to such part of the Transferring Business immediately prior to the applicable Transfer Date.

10.2 Without prejudice to the other provisions of this Scheme, the Transferee shall, with effect from the applicable Transfer Date on which any Personal Data or Consent transfers:

- (a) succeed to all rights, liabilities and obligations of the Transferor in respect of those Consents and the control and processing of that Personal Data; and
- (b) be under the same duty, by virtue of any law to which the Transferor was subject, to respect the confidentiality and privacy of any person in relation to the Personal Data processed and shall be bound by any specific notice or Consent given, or request made, by the Data Subject which was binding on the Transferor and which required the Transferor not to use the Personal Data for marketing purposes,

and in any such Consent or any reference to any Consent, any reference to the Transferor shall be deemed to be a reference to the Transferee.

11. **SUBJECT ACCESS REQUESTS**

- 11.1 Where a Data Subject has made a Subject Access Request to the Transferor before the applicable Transfer Date and the Transferor has not responded with a copy of the Personal Data held by it in accordance with the Data Protection Legislation before such applicable Transfer Date, the Transferee may respond to the request in accordance with the Data Protection Legislation, by providing copies of Personal Data in its possession or under its control held immediately before such applicable Transfer Date by the Transferor.
- 11.2 The Transferor shall use all reasonable endeavours to respond to any Subject Access Requests received prior to the applicable Transfer Date and shall notify the Transferee in writing of any outstanding Subject Access Requests as at such applicable Transfer Date.
- 11.3 Where a Data Subject has made a Subject Access Request to the Transferee before the applicable Transfer Date and the Transferee has not responded with a copy of the Personal Data held by it in accordance with the Data Protection Legislation before such applicable Transfer Date, the Transferee may exclude Personal Data forming part of the Transferring Business from its response thereafter.

12. **EVIDENCE: BOOKS AND DOCUMENTS**

- 12.1 All books and other documents which would, before the Transfer Date applicable to any of them, have been evidence in respect of any matter for or against the Transferor at such applicable Transfer Date, shall be admissible in evidence in respect of the same matter for or against the Transferee on or after such applicable Transfer Date. In this Paragraph "**documents**" has the same meaning as in section 21 of the Administration of Justice Act 2008.

13. **THE EFFECTIVE TIME**

- 13.1 This Scheme will not become effective at the Effective Time unless:
- (a) the Court has made an Order under section 21(1) of and Schedule 2 to the Insurance Act sanctioning this Scheme; and
 - (b) the Singapore Scheme also becomes effective at the Effective Time.
- 13.2 Subject to paragraphs 13.1, 14.2 and 14.3 this Scheme shall become effective at the Effective Time or such other time and date as the Transferor and the Transferee, acting by their respective boards, may agree in writing (being a date and time falling after the making of the Order sanctioning this Scheme), provided that if such time and date for the Scheme to become effective is after 00.01 on 1 December 2022, this Scheme will only become effective on such date and time if the conditions set out in paragraph 14.2 are satisfied.

14. **MODIFICATION OR ADDITIONS TO THIS SCHEME**

- 14.1 Subject to paragraph 14.2, the Transferor and the Transferee may at any time before the Effective Time consent for and on behalf of the persons bound by this Scheme and all other persons concerned to any modification 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.

- 14.2 If the Transferor and Transferee agree that the transfer to the Transferee of the Transferring Business should become effective after 00.01 on 1 December 2022, the Transferor and Transferee must apply to the Court for a further order, specifying any time and date after 00.01 on 1 December 2022 which, subject to the consent of the Court, shall then become the Effective Time for the purposes of this Scheme and this Scheme shall then become operative on and from the time and date so specified, provided that:
- (a) the IOMFSA shall be notified in advance and as soon as reasonably practicable, 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 certificate from the Independent Actuary to the effect that the proposed change in the Effective Time will not materially adversely affect the benefit expectations of holders of the Transferring Policies or existing policyholders of the Transferor or the Transferee; and
 - (c) 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.
- 14.3 If the transfer to the Transferee of the Transferring Business has not become effective on or before 00:01 on 1 December 2022 or such later date, if any, as each of the Transferor and the Transferee may agree in writing, the provisions of this Scheme shall lapse.
- 14.4 Subject to paragraph 14.5, any amendment to this Scheme after the Effective Time must be:
- (a) approved, if applicable, by the Court;
 - (b) notified to the IOMFSA, who shall have the right to attend and be heard at any hearing of the Court (if applicable) at which such application is considered; and
 - (c) accompanied by a certificate from an independent actuary, approved for the purpose by the IOMFSA or in respect of the appointment of whom the IOMFSA has not otherwise indicated that it has any objection, to the effect that in his opinion the proposed amendment will not materially adversely affect the reasonable expectations (including taking account of appropriate obligations to treat customers fairly) of the holders of Transferring Policies in any material respect.
- 14.5 Any amendment to this Scheme will not require Court approval where such amendment is:
- (a) considered by the Transferor and the Transferee to be minor and/or technical;
 - (b) to correct manifest errors, provided that the IOMFSA has been notified of the same and has indicated that it does not object thereto;

- (c) required to reflect any change in any Regulatory Requirement or in the interpretation or application of any Regulatory Requirement which has or will have any implications for the Transferor or Transferee;
- (d) necessary to reflect any changes in the actuarial practices relating to, or techniques for the management of, the Transferring Policies;
- (e) required to protect the rights and reasonable expectations of the holders of the Transferring Policies; or
- (f) unlikely to have any material adverse effect on the rights and reasonable expectations of the holders of the Transferring Policies.

15. **SUCCESSOR AND ASSIGNS**

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

16. **VAT**

16.1 All sums payable under or pursuant to this Scheme are (unless expressly stated otherwise) exclusive of any applicable VAT. Where, under or pursuant to this Scheme, either party (the "supplier") makes a supply to the other party (the "recipient") for VAT purposes and VAT is or becomes chargeable on that supply, the recipient shall, subject to the receipt of a valid VAT invoice, pay to the supplier (in addition to, and at the same time as, any other consideration for that supply) an amount equal to such VAT.

16.2 This paragraph 16 is without prejudice to any other provision in relation to VAT that may be agreed between the Transferor and Transferee.

17. **THIRD PARTIES**

Third parties may not enforce any term of this Scheme pursuant to the Contracts (Rights of Third Parties) Act 2001 or otherwise.

18. **EVIDENCE OF TRANSFER OF THE TRANSFERRING BUSINESS**

The production of a copy of the Order and of this Scheme, with any modifications made under paragraph 14, for all purposes shall be conclusive evidence of the transfer to, and vesting in, the Transferee of the Transferring Business in accordance with the Order and the provisions of this Scheme.

19. **GOVERNING LAW**

This Scheme is governed by, and shall be construed in accordance with, Isle of Man law.

SCHEDULE 1 Transferring Policies

887366	3022038	3025590	3031648	3038110	3047061	3054066	3062708	8100115	8102548
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898180	3022223	3025788	3031706	3038124	3047318	3054538	3063090	8100141	8102563
901474	3022273	3025806	3031736	3038154	3047467	3054588	3063098	8100184	8102564
902594	3022281	3025817	3031754	3038206	3047492	3054759	3063277	8100227	8102590
904040	3022286	3025866	3031833	3038443	3047522	3054978	3063911	8100395	8102598
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923672	3022928	3026907	3032784	3039142	3048563	3056557	3064205	8100617	8103132
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936383	3023213	3027664	3033141	3039648	3048775	3057179	3064818	8101094	8103326
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