

**ZURICH ASSURANCE LTD
AND
SCOTTISH WIDOWS LIMITED**

SCHEME

**Pursuant to Part VII of, and Schedule 12 to,
the Financial Services and Markets Act 2000**



IN THE MATTER OF ZURICH ASSURANCE LTD
and
IN THE MATTER OF SCOTTISH WIDOWS LIMITED
and
IN THE MATTER OF PART VII OF THE
FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

for the transfer to Scottish Widows Limited of certain
long-term insurance business of Zurich Assurance Ltd

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:

"Actuary" means the person approved from time to time to perform the "Chief Actuary function" on behalf of the relevant insurer in accordance with the Insurance – Senior Insurance Management Functions part of the PRA Rulebook;

"Additional Contract" means contracts entered into by the Transferor in respect of the Transferred Business which the Transferor and the Transferee agree in writing shall be included as a Business Contract for the purposes of this Scheme;

"Affected Customer" means any person who holds a Group Self-Invested Personal Pension (the Scottish Widows Retirement Saver), Scottish Widows Stocks and Shares ISA and/or Scottish Widows Investment Account or is a member of the Scottish Widows Master Trust;

"Business Contracts" means:

- (a) the ZAL Investment Contracts;
- (b) the GPP/GSP Deed Polls and Rules;

- (c) the Client Service Agreements; and
- (d) the Additional Contracts;

"Business Day" means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are open for the transaction of normal sterling banking business;

"Cash" means any cash or any cash deposit;

"Channel Islands Policies" means the following policies:

- (a) Pooled Investment Contract Series 1 and 2 provided by the Transferor; and
- (b) Occupational Money Purchase Plan (Offshore contract) provided by the Transferor;

"Client Service Agreements" means the Occupational Money Purchase Plan Service Agreements, the Master Trust Employer Terms and Conditions and the GPP/GSP Service Agreements;

"Controller" has the meaning set out in the GDPR;

"Consent" has the meaning set out in the GDPR;

"Court" means the High Court of Justice in England and Wales;

"Data" means the data containing the list of Policies and Client Service Agreements to be transferred pursuant to the Scheme as at the Effective Date provided by the Transferor to the Transferee on a CD-ROM, which CD-ROM is physically labelled "[Final Transferring Policies and ZAL Client Service Agreements List]" and initialled on behalf of the Transferor and the Transferee;

"Data Protection Laws" means 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 the Data Protection Act 1998 (up to and including 24 May 2018), Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the GDPR (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the United Kingdom in respect of the protection of Personal Data;

"Data Subject" has the meaning set out in the GDPR;

"Effective Date" means the time and date on which this Scheme shall take effect in accordance with paragraph 14;

"Encumbrance" means any mortgage, charge (fixed or floating), pledge, security assignment, 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 agreements) having a similar effect;

"Excluded Liabilities" means:

- (a) any Misselling and Misadministration Liabilities to the extent accrued or referable to the period up to and including the Effective Date;
- (b) all obligations, liabilities and Losses of the Transferor Group (except for the Transferred Liabilities), whether derived from contract, law, regulation or otherwise, that relate to the Transferred Business to the extent accrued or referable to the period up to and including the Effective Date;

- (c) any liabilities of the Transferor relating to the Excluded Policies;
- (d) any liabilities in respect of any Tax attributable to any member of the Transferor Group;
and
- (e) any liabilities which the Transferor and the Transferee have agreed in writing prior to the Effective Date should not be transferred pursuant to the Scheme;

"Excluded Policies" means:

- (a) any Policies which are Channel Islands Policies;
- (b) any Policy that is a with-profits Policy or allows investment in any with-profits fund of the Transferor or any other person;
- (c) any Policy that is invested in the Zurich Secure Managed Fund; and
- (d) any other Policies which are not Transferred Policies;

"Failure Identification Date" means the date on which the Transferee becomes aware that the Transferor is insolvent or is unable to meet its obligations to the Transferee in respect of a Zurich Mandated Fund;

"FCA" means the Financial Conduct Authority, or such other governmental, statutory or other authority as shall from time to time carry out such functions in relation to Long-Term Business carried on in the United Kingdom as were at the date of this Scheme allocated to the Financial Conduct Authority under FSMA;

"FCA Rules" means the rules and guidance contained in the FCA Handbook of Rules and Guidance;

"Financial Ombudsman Service" means the scheme provided under Part XVI (The Ombudsman Scheme) of FSMA;

"Fokus Bank Claims" means the claims (in existence as at the Effective Date) between any member of the Transferor Group and a Tax Authority relating to the levying of withholding tax on cross border transactions;

"FSMA" means the Financial Services and Markets Act 2000;

"GDPR" means 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 repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"GPP Schemes" means:

- (a) the Zurich Group Personal Pension (No.1Z) Plan established by a trust deed and rules dated 21 August 2003 and governed, as at the date of this Scheme, by a supplemental trust deed and rules dated 1 March 2013 (as amended from time to time); and
- (b) the Zurich Personal Pension (No.2E) Plan established by a trust deed and rules dated 27 July 2000 and governed, as at the date of this Scheme, by a supplemental trust deed and rules dated 30 August 2016 (as amended from time to time);

"GPP/GSP Deed Polls and Rules" means the deed polls and rules governing the GPP Schemes and the GSP Schemes (as set out in the definitions of those terms);

"GPP/GSP Service Agreements" means the service agreements entered into between the Transferor and certain employers in connection with the GPP Schemes and the GSP Schemes which, as at the Effective Date, are listed in the Data;

"GSP Schemes" means:

- (a) the Zurich Group Stakeholder Pension No.1A Plan established by a trust deed and rules dated 25 July 2000 and governed, as at the date of this Scheme, by a supplemental trust deed and rules dated 30 August 2016 (as amended from time to time);
- (b) the Zurich Group Stakeholder Pension (No.1E) Plan established by a trust deed and rules dated 25 July 2000 and governed, as at the date of this Scheme, by a supplemental trust deed and rules dated 14 February 2001 (as amended from time to time); and
- (c) the Zurich Group Stakeholder Pension (No.1Z) Plan established by a trust deed and rules dated 21 August 2003 and governed, as at the date of this Scheme, by a supplemental trust deed and rules dated 30 August 2016 (as amended from time to time);

"Guernsey" means the Bailiwick of Guernsey (which comprises the islands of Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou);

"Guernsey Effective Date" means the time and date on which the Guernsey Scheme will become effective in accordance with its terms in relation to the Guernsey Policies;

"Guernsey Policies" means any Policies of the Transferor comprised within the Data under which any liability remains unsatisfied or outstanding at the Guernsey Effective Date, which comprise long term business (as such expression is interpreted for the purposes of the Insurance Business (Bailiwick of Guernsey) Law, 2002), issued to a person resident in Guernsey and the transfer of which to the Transferee requires the sanction of the Royal Court of Guernsey pursuant to section 44(1)(c) of the Insurance Business (Bailiwick of Guernsey) Law, 2002;

"Guernsey Scheme" means the scheme for the transfer of insurance business from the Transferor to the Transferee in respect of the Guernsey Policies under section 44(1)(c) of the Insurance Business (Bailiwick of Guernsey) Law, 2002;

"Investment Assets" means all assets comprising the workplace insured funds held by or for the benefit of the Transferor, to the extent relating to the Transferred Business;

"Jersey" means the Bailiwick of Jersey;

"Jersey Effective Date" means the time and date on which the Jersey Scheme will become effective in accordance with its terms in relation to the Jersey Policies;

"Jersey Policies" means any Policies of the Transferor comprised within the Data under which any liability remains unsatisfied or outstanding at the Jersey Effective Date, which comprise insurance business carried on in or from within Jersey (as such expression is interpreted for the purposes of the Insurance Business (Jersey) Law 1996) and the transfer of which to the Transferee requires the sanction of the Royal Court of Jersey pursuant to Article 27 of, and Schedule 2 to, the Insurance Business (Jersey) Law 1996;

"Jersey Scheme" means the scheme for the transfer of insurance business from the Transferor to the Transferee in respect of the Jersey Policies under Article 27 of, and Schedule 2 to, the Insurance Business (Jersey) Law 1996;

"Linked Assets" means any assets which are "linked assets", as such term is defined in the FCA Rules, to the extent that, immediately prior to the Effective Date, any of the Linked Policies comprised in the Transferred Business are linked;

"Linked Fund" means an internal linked fund maintained by the Transferor prior to the Effective Date, or by the Transferee prior to or following the Effective Date, for the purpose of calculating

benefits payable under Linked Policies (including such a fund maintained for the purpose of calculating benefits linked to the value of external unit trusts);

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

- (a) to the value of, or the income from, property of any description (whether or not specified in the Policies); or
- (b) to fluctuations in, or in an index of, the value of property of any description (whether or not so specified);

"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;

"Losses" means all losses, liabilities, costs (including legal and other professional costs), charges, expenses, actions, proceedings, settlements, claims, damages and demands, in each case excluding any recoverable VAT;

"Master Trust OMP Plan" means the Transferred Policy issued to the trustees of the Scottish Widows Master Trust;

"Misselling and Misadministration Liabilities" means any liabilities or Losses from time to time incurred by the Transferor or any member of the Transferor Group or the Transferee or any member of the Transferee Group (as applicable) in respect of any Transferred Policy or Client Service Agreement including liabilities or Losses arising from:

- (a) any complaint, claim, legal action or proceedings brought against the Transferor or any member of the Transferor Group or the Transferee or any member of the Transferee Group (whether in connection with any agreed settlement or compromise or otherwise);
- (b) the Transferor or any member of the Transferor Group or the Transferee or any member of the Transferee Group failing to comply with applicable law or with rules, regulations, directions, guidance or industry practice (formal or informal) set by or given by any Relevant Authority, including the requirement to treat customers fairly;
- (c) any penalty or fine levied, or which results or arises in connection with any disciplinary action undertaken, by any Relevant Authority, including the costs and expenses incurred in investigating, challenging and defending against any such penalty, fine or disciplinary action;
- (d) any Client Service Agreement or Transferred Policy not being operated and administered in accordance with its contractual terms;
- (e) any breach of the Transferred Policies;
- (f) the Transferor or any member of the Transferor Group or the Transferee or any member of the Transferee Group (as applicable) failing to disclose any information to any person where such disclosure is required by law or regulations set by any Relevant Authority;
- (g) any underpayment of an individual member (including a policyholder) or the incorrect calculation of any unit price which has not been rectified; or
- (h) any matters arising from the FCA's Thematic Reviews *Fair treatment of long-standing customers in the life insurance sector (TR16/2)* and *Meeting investors' expectations (TR16/3)*, the report produced by the Department of Work and Pensions and FCA dated December 2016 titled *Remedying Poor Value Legacy Workplace Pension Schemes*;

"New Linked Fund" means a new Linked Fund established by the Transferee within the Transferee Combined Fund pursuant to paragraph 10;

"Occupational Money Purchase Plan Service Agreements" means the occupational money purchase plan and group AVC plan service agreements entered into between the Transferor, the trustees of certain occupational pension schemes and, where applicable, SIML which are listed in the Data;

"Order" 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;

"Payment" has the meaning given to it in paragraph 9.3;

"Personal Data" has the meaning set out in the GDPR;

"Policy" and **"Policyholder"** have the meanings set out in Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2361);

"PRA" means the Prudential Regulation Authority, or such other governmental, statutory or other authority as shall from time to time carry out such functions in relation to Long-Term Business carried on in the United Kingdom as were at the date of this Scheme allocated to the Prudential Regulation Authority under FSMA;

"PRA Rulebook" means the rules and guidance issued by the PRA from time to time contained in the PRA Rulebook;

"Proceedings" 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) 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 authority or ombudsman, including the Financial Ombudsman Service, or other proceedings for the resolution of a dispute or claim, in each case whether current, future, pending, threatened or otherwise (including those not yet in contemplation);

"Processing" has the meaning set out in the GDPR (and **"Process"** and **"Processed"** when used in relation to the Processing of Personal Data, shall be construed accordingly);

"RAO" means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

"Records" means all information, data, databases, documents, information, lists or other records of trustee and employer clients, members, employee benefit consultants and suppliers, policies, policy wordings and claims, underwriting, pricing and reserving information, models and know-how, books of account, personnel files and other records of any kind whatsoever in whatever medium held by a member of the Transferor Group or (subject to third party contractual rights) on behalf of any member of the Transferor Group as at the Effective Date, in each case to the extent they relate to the Transferred Business and/or the Transferred Assets, any services rendered by the Transferred Business, the operations, management, administration or financial affairs of the Transferred Business (including any business plans or forecasts or information relating to future business development or planning) or the sale or marketing of any services provided by the Transferred Business, but excluding the Retained Records;

"Regulatory Change" has the meaning given to it in paragraph 15.4(b);

"Regulatory Requirements" means the FSMA, the PRA Rulebook and the FCA Rules;

"Relevant Authority" means any person, body, government, government department, quasi-governmental, supranational, statutory, regulatory or investigative body, ombudsman, authority,

agency, bureau, board, commission, court, association, institution, stock exchange, department, tribunal or instrumentality thereof and any other insurance or financial services or other regulatory authority (including the FCA, the PRA and the TPR) which regulates or supervises any member of the Transferor Group, any member of the Transferee Group and/or the Transferred Business (as applicable in the context);

"Relevant Date" means the Effective Date except in the case of any Residual Asset or Residual Liability in which case it means the applicable Subsequent Transfer Date;

"Relevant Policies" means those Policies of the Transferor falling within the categories listed in Schedule 2;

"Residual Assets" means:

- (a) any asset comprised in or relating to the Transferred Business, the transfer of which pursuant to this Scheme:
 - (i) is agreed by the Transferor and the Transferee, or is proved by any third party, to be subject to the law of any country or territory other than the United Kingdom and in relation to which further steps, in addition to the Order, are required to secure that its transfer to the Transferee is fully effective under the law of that country or territory;
 - (ii) requires, at the Effective Date, (1) the consent of any third party; or (2) the waiver by any third party of any right to acquire, or be offered the right to, or offer to, acquire or procure the acquisition by some other person of, all or any part of such asset, being a right which directly or indirectly arises or is exercisable as a consequence of such transfer being proposed or taking effect; or
 - (iii) would result in a third party having a right to terminate an agreement with the Transferor or to claim compensation in damages or otherwise,

and which the Court either does not have jurisdiction to transfer pursuant to section 112 of FSMA without such steps being taken as are referred to in paragraph (a)(i) of this definition or in relation to which the Court has determined, pursuant to section 112A(2)(b) of FSMA, not to disapply any entitlement referred to in paragraphs (a)(ii) or (a)(iii) of this definition, but in any case to the extent only of that part of the interest of the Transferor in any such asset the transfer of which requires such steps and/or consent and/or waiver;

- (b) any property of the Transferor that would be comprised in the Transferred Business (including any right, benefit or power of the Transferor under any Transferred 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; or
- (c) any property of the Transferor that would be comprised in the Transferred Business but which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason; or
- (d) 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 (c) of this definition;

"Residual Liability" means any liability of the Transferor:

- (a) any liability comprised in or relating to the Transferred Business, the transfer of which:
 - (i) is agreed by the Transferor, or is proved by any third party, to be subject to the law of any country or territory other than the United Kingdom and in relation to which further steps, in addition to the Order, are required to secure that its

transfer to the Transferee is fully effective under the law of that country or territory; or

- (ii) would result in a third party having a right to terminate an agreement with the Transferor or to claim compensation in damages or otherwise,

and which the Court either does not have jurisdiction to transfer pursuant to section 112 of FSMA without the necessary steps being taken or the termination and/or compensation rights being waived or which the Court determines not to transfer by the virtue of the Order, but in any case to the extent only of that part of the liability the transfer of which requires such steps and/or waiver or which the Court determines not to transfer;

- (b) that would be comprised in the Transferred 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; or
- (c) that would be comprised in the Transferred 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 arises at any time after the Effective Date but before the Subsequent Transfer Date applicable to that Residual Asset or Residual Liability;

"Residual Policies" means Policies listed in the Data under which any liability remains unsatisfied or outstanding at the Effective Date:

- (a) which were concluded in an EEA State other than the United Kingdom for the purposes of paragraph 1(2A) of Schedule 12 to FSMA and the PRA has not prior to the making of the Order by which the Court sanctions this Scheme provided the certificate referred to in paragraph 3A of Schedule 12 to FSMA with respect to the relevant EEA State(s) (in circumstances where (i) there remains a requirement under section 111(2)(a) FSMA for such a certificate to be obtained in respect of the relevant Policies and (ii) the PRA has elected to notify the relevant authority or authorities responsible for supervising persons who effect or carry out contracts of insurance in the relevant EEA State(s) pursuant to paragraph 3A of Schedule 12 to FSMA);
- (b) which are Guernsey Policies to the extent that and for so long only as the Guernsey Scheme has not yet received the requisite court approval and become effective in accordance with its terms;
- (c) which are Jersey Policies, to the extent that and for so long only as the Jersey Scheme has not yet received the requisite court approval and become effective in accordance with its terms; or
- (d) written by the Transferor in the course of carrying on Long-Term Business which are not otherwise capable of being transferred pursuant to FSMA on the Effective Date;

"Residual Policies Reinsurance Arrangement" means a reinsurance arrangement implemented in respect of the Residual Policies pursuant to and in accordance with paragraph 6.1;

"Retained Records" means any accounting and financial and other records of the Transferor relating to the Transferred Business that the Transferor is required to retain by law and any VAT records which the Transferor Group is required to retain pursuant to section 49 of the VATA;

"Scheme" means this scheme in its original form, subject to any modification, addition or condition which may be approved or imposed in accordance with paragraph 15;

"Scottish Widows Scheme" means the scheme made pursuant to Part VII of FSMA providing for the transfer of Long-Term Business from, inter alia, Scottish Widows plc to the Transferee, which was approved by the Court on 26 November 2015 and became effective on 31 December 2015;

"SIML" means Sterling ISA Managers Limited, a company incorporated in England and Wales under registered number 2395416;

"SWASL" means Scottish Widows Administration Services Limited, a company incorporated in England and Wales under registered number 1132760;

"Subsequent Transfer Date" 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:

- (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 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;
- (d) in respect of any Residual Policy falling within paragraph (a) or (d) of the definition thereof, 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;
- (e) in respect of any Residual Policy falling within paragraph (b) of the definition thereof, the Guernsey Effective Date; and
- (f) in respect of any Residual Policy falling within paragraph (c) of the definition thereof, the Jersey Effective Date;

"Tax" or **"Taxation"** means all forms of tax, duty, rate, levy, charge or other imposition or withholding whenever and by whatever authority imposed and whether of the United Kingdom or elsewhere, including income tax (including income tax or amounts equivalent to or in respect of income tax required to be deducted or withheld from or accounted for in respect of any payment), corporation tax, capital gains tax, value added tax, stamp duty, stamp duty reserve tax, stamp duty land tax, national insurance and other similar contributions, and any other taxes, duties, rates, levies, charges, imposts or withholdings corresponding to, similar to, replaced by or replacing any of them, together with any interest, penalty, surcharge or fine in connection with such taxation or in connection with the failure to file any return for the purposes of any taxation;

"Tax Authority" means HMRC and any other body having functions in relation to Tax;

"Tax Relief" means any reliefs, allowances or credits in respect of any Taxation, any deductions in computing income, profits or gains for the purposes of any Taxation or any right to repayment of Taxation;

"TPR" means the Pensions Regulator and any successor regulator;

"Trading Action" means any action in respect of a Transferred Policy which requires the application of the unit price of any Linked Fund in order to be implemented, including the investment of any regular or single contribution, any investment switch or redirection, the cancellation of any units in a Linked Fund (including for the purposes of calculating any form of drawdown or other income payment), the application of any fund-based charges, or the sale or acquisition of any units for the purposes of a "lifestyle" rebalance;

"Trading Proving Processes" means all such operations, systems and processes which the Transferee, acting reasonably and having due regard to the interests of Policyholders of Transferred Policies and other Affected Customers of the Transferee Group, considers should be undertaken by or on behalf of the Transferee in order to ensure that the Transferee Group will be able properly to administer the Transferred Policies and its arrangements with Affected Customers following the end of the Trading Suspension Period;

"Trading Suspension Period" means a period commencing at the Trading Suspension Time and ending:

- (a) in the event that the Scheme becomes effective at 00.01 GMT on 1 July 2019, 9 a.m. GMT on the second Business Day following the Effective Date or such later time and/or date as the Transferee, acting reasonably and having due regard to the interests of Transferred Policyholders and other Affected Customers of the Transferee Group, determines as necessary to ensure that all critical Trading Proving Processes have been successfully completed; or
- (b) in the event that the Effective Date is delayed until after 00.01 GMT on 1 July 2019 in the circumstances described in paragraph 14.1, 9 a.m. GMT on the second Business Day following the Effective Date or such later time and/or date as the Transferee, acting reasonably and having due regard to the interests of Transferred Policyholders and other Affected Customers of the Transferee Group, determines as necessary to ensure that all critical Trading Proving Processes have been successfully completed;

"Trading Suspension Time" means 3 p.m. GMT on Tuesday 25 June 2019 and/or, if the Effective Date is delayed until after 00.01 GMT on 1 July 2019 in the circumstances described in paragraph 14.1, such later time and date as the Transferor and the Transferee may agree;

"Transferee" means Scottish Widows Limited, a company incorporated in England and Wales with registered number 03196171;

"Transferee Actuary" means the Actuary of the Transferee;

"Transferee Board" means the board of directors of the Transferee from time to time;

"Transferee Group" means the Transferee, its subsidiaries and subsidiary undertakings, any future holding company of Transferee and all other subsidiaries of any such future holding company from time to time;

"Transferee Combined Fund" means the fund bearing the name "Combined Fund" maintained by the Transferee in accordance with the Scottish Widows Scheme for the purposes of identifying assets and liabilities other than those attributable to its with-profits funds;

"Transferor" means Zurich Assurance Ltd, a company incorporated in England and Wales with registered number 02456671;

"Transferor Board" means the board of directors of the Transferor from time to time;

"Transferor Group" means the Transferor, its subsidiaries and subsidiary undertakings, any holding company of the Transferor and all other subsidiaries of any such holding company from time to time;

"Transferor Long-Term Funds" means the funds maintained by the Transferor for accounting purposes comprising in aggregate all of the assets identified to cover its long-term insurance liabilities;

"Transferor Shareholder Fund" means the assets and liabilities of the Transferor other than those attributed to or represented by the Transferor Long-Term Funds;

"Transferred Assets" means:

- (a) all rights, benefits and powers of the Transferor under or by virtue of the Transferred Policies;
- (b) the Investment Assets;
- (c) all rights, benefits and powers of the Transferor under or by virtue of the Business Contracts;
- (d) the Records; and
- (e) all other property, rights and assets of the Transferor which are used exclusively in, or exclusively for the purposes of, the Transferred Business,

but excluding:

- (i) prior to each Subsequent Transfer Date, the relevant Residual Assets;
- (ii) all assets allocated immediately prior to the Effective Date to the Transferor Shareholder Fund; and
- (iii) prior to each Subsequent Transfer Date, any rights, benefits and powers under or relating to the Residual Policies or the Residual Policies Reinsurance Arrangement;

"Transferred Business" means the part of the insurance business effected or carried on by the Transferor in the United Kingdom immediately prior to the Effective Date comprising:

- (a) the Transferred Policies;
- (b) the Transferred Assets; and
- (c) the Transferred Liabilities,

and following each Subsequent Transfer Date, the relevant Residual Policy, Residual Asset or Residual Liability, but does not include the Excluded Policies and the Excluded Liabilities;

"Transferred Fund Manager Agreements" means the fund manager agreements listed in Part B of Schedule 1;

"Transferred Liabilities" means:

- (a) all obligations of the Transferor under each Business Contract and Transferred Policy to the extent they are to be performed on or after the Effective Date; and
- (b) all obligations, liabilities and Losses of the Transferor, whether derived from contract, law, regulation or otherwise, that relate to the ownership of a Transferred Asset or the operation of the Transferred Business by any member of the Transferee Group on or after the Effective Date,

but excluding:

- (i) the Excluded Liabilities;
- (ii) the Excluded Policies;
- (iii) prior to each Subsequent Transfer Date, the relevant Residual Liabilities;

- (iv) prior to each Subsequent Transfer Date, any liabilities under or relating to the relevant Residual Policies or the Residual Policies Reinsurance Arrangement; and
- (v) any liabilities allocated to the Transferor Shareholder Fund;

"Transferred Policies" means every Policy listed in the Data under which any liability remains unsatisfied or outstanding at the Effective Date, together with:

- (a) Policies written by the Transferor which are Relevant Policies and which have lapsed (or which have been treated by the Transferor as having lapsed) on or before the Effective Date and which are reinstated by the Transferee on or after the Effective Date; and
- (b) all proposals, offers, plans, schemes and frameworks for insurance in place or received by or on behalf of the Transferor before the Effective Date which would have become Relevant Policies if the Transferor had determined to accept them,

including the Guernsey Policies (with effect from the Guernsey Effective Date only) and the Jersey Policies (with effect from the Jersey Effective Date only) but excluding the Excluded Policies;

"Transferred Reinsured Funds Agreements" means the contracts listed in Part A of Schedule 1;

"ZAL Investment Contracts" means the Transferred Fund Manager Agreements and the Transferred Reinsured Funds Agreements;

"ZMF Transferred Policyholder" means the Policyholder of any Transferred Policy which holds, immediately prior to the Effective Date, units in a Zurich Mandated Fund; and

"Zurich Mandated Fund" means any of the investment funds maintained by the Transferor at the Effective Date listed in Schedule 3.

1.2 In this Scheme:

- (a) **"property"** or **"assets"** includes property (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), assets, Cash, Encumbrances, causes of action, rights (including contingent rights as to the repayment of Tax to the extent that Tax relates to the Transferred Business) and powers of every description (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 whatsoever in any of the foregoing;
- (b) **"liabilities"** include debts, liabilities, duties or obligations of any kind or description (whether direct or indirect, present or future, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) including all liability to Taxation, 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) any reference to the singular shall include a reference to the plural and vice versa and any reference to the masculine, the feminine or neuter shall include a reference to all genders and the neuter;
- (e) any reference:
 - (i) to 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) to any rules or regulations issued by the PRA or the FCA shall be deemed to include a reference to such rules or regulations as amended or replaced from time to time; and
 - (iii) to "**property**", a "**claim**", "**right**", "**asset**", "**action**" or "**dispute**" or any similar term belonging to or undertaken by the Transferor shall exclude any rights in respect of Proceedings relating to the Fokus Bank Claims;
- (f) expressions used in this Scheme which have meanings under FSMA shall bear those meanings, including the term "**EEA State**" which bears the meaning set out in paragraph 8, Part I of Schedule 3 to FSMA;
 - (g) the expressions "**holding company**", "**subsidiary**", "**subsidiary undertaking**" and "**wholly-owned subsidiary**" shall have the same meanings as in the Companies Act 2006;
 - (h) any reference to this Scheme shall include the Schedule to it and, unless otherwise specified, references to paragraphs, Parts or the Schedule are to paragraphs or Parts of or Schedule to this Scheme;
 - (i) headings are inserted for convenience only and shall not affect the construction of this Scheme;
 - (j) any reference to a person shall include a reference to a body corporate, a partnership, an unincorporated association or to a person's executors or administrators, and for the avoidance of doubt, shall include a trustee;
 - (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) any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;
 - (m) any reference to a calculation, decision, determination or opinion of the Transferee Board or the Transferor Board (or any similar expression) shall be deemed to include a calculation, decision, determination or opinion of a duly constituted committee or duly authorised representative of the Transferee Board or the Transferor Board respectively;
 - (n) the expression "variation" shall include any variation, supplement, deletion, replacement or termination, however effected;
 - (o) any reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";
 - (p) any reference to an amount shall be exclusive of any applicable value added or other Tax; and
 - (q) 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 company incorporated in England and Wales with registered number 02456671. The registered office of the Transferor is at The Grange, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 8XX.
- 2.2 The Transferee is a company incorporated in England and Wales with registered number 03196171. The registered office of Transferee is at 25 Gresham Street, London, EC2V 7HN.
- 2.3 Each of the Transferor and the Transferee has a permission under Part 4A of FSMA to carry on Long-Term Business in the United Kingdom in classes I (Life and annuity), II (Marriage and birth), III (Linked long-term), IV (Permanent health), VI (Capital redemption contracts) and VII (Pension fund management) set out in Part II of Schedule 1 to the RAO.
- 2.4 It is proposed that the whole of the Transferred Business, all of which is carried on in the United Kingdom, other than the Excluded Policies, shall, in accordance with this Scheme, be transferred to the Transferee.
- 2.5 It is further proposed that:
- 2.5.1 the transfer of the Guernsey Policies to the Transferee shall only take place to the extent that the transfer of such Policies to the Transferee by a scheme of transfer pursuant to the Insurance Business (Bailiwick of Guernsey) Law, 2002 has been approved by the Royal Court of Guernsey and has become effective; and
 - 2.5.2 the transfer of the Jersey Policies to the Transferee shall only take place to the extent that the transfer of such Policies to the Transferee by a scheme of transfer pursuant to the Insurance Business (Jersey) Law 1996 has been approved by the Royal Court of Jersey and has become effective,

and that, if and to the extent that the Guernsey Effective Date or the Jersey Effective Date (as the case may be) does not fall on or before the Effective Date, the Guernsey Policies and/or the Jersey Policies shall be reassured to the Transferee on the terms set out in the Residual Policies Reinsurance Arrangement until the Guernsey Effective Date or the Jersey Effective Date (as the case may be).

PART C - TRANSFER

3. TRANSFER OF BUSINESS

3.1 Each part of the Transferred Business, 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 8, on and with effect from the Effective Date, each Transferred Asset and all interest of the Transferor in each Transferred Asset 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 Transferred 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 8, on and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all interest 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 Transferred 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 Transferred Liability as if in all respects it were the same person in law as the Transferor and such Transferred 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 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) an offer or invitation to treat made to or by the Transferor prior to the Relevant Date in relation to any Relevant Policy shall be construed and have effect after the Relevant Date as an offer or invitation to treat made to or by the Transferee;
- (b) 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 Transferred Business (including, for the avoidance of doubt, the Transferred Policies) shall have effect from the Relevant Date as if given to or, as the case may be, by the Transferee;
- (c) any Transferred 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;
- (d) any security to the extent that it is held in respect of the Transferred 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

- (e) the Transferee shall be entitled 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 Transferred 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 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 to the extent that it relates to the Transferred Business and which is subject to Data Protection Laws;
- (b) become the Controller of any Personal Data to the extent that it relates to the Transferred Business and which is subject to Data Protection Laws in place of the Transferor;
- (c) in respect of any Personal Data to the extent that it relates to the Transferred Business be under the same duty by virtue of any law as the Transferor was under to respect the confidentiality and privacy of any person in relation to that Personal Data 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 consent given by a Data Subject in respect of such data as is mentioned in this paragraph 3.3, any reference to the Transferor (or to any undertaking in the Transferor Group) shall be deemed to include a reference to the Transferee (and to any undertaking in the Transferee Group).

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

3.5 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 Transferred Asset or Residual Asset pursuant to this Scheme;
- (b) to effect or perfect the transfer to and assumption by the Transferee of any Transferred Liability or Residual Liability pursuant to this Scheme; and
- (c) to correct any errors in the identity or amount of the assets or liabilities so transferred.

3.6 The Transferred Assets, Residual Assets, Transferred Liabilities and Residual Liabilities shall, on and with effect from the Effective Date, be allocated to the Transferee Combined Fund.

4. CONTINUITY OF PROCEEDINGS

4.1 Subject to paragraph 4.4, 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 Transferred Business 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 Transferred Business and such Proceedings.

- 4.2 Subject to paragraph 4.4, 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 the Transferor shall consult with the Transferee and take account of any reasonable comments made by the Transferee in relation to the conduct of such Proceedings.
- 4.3 Subject to paragraph 4.4, any judgment, settlement, order or award obtained by or against the Transferor to the extent that it relates to any part of the Transferred Business, the Residual Assets or Residual Liabilities and which is not fully satisfied before the Relevant Date shall, on that date and to the extent to which it was enforceable by or against the Transferor immediately prior to such date, become enforceable by or against the Transferee (to the exclusion of the Transferor).

4.4 Paragraphs 4.1 to 4.3 shall not apply to the Fokus Bank Claims.

5. **RIGHTS AND OBLIGATIONS UNDER TRANSFERRED POLICIES AND BUSINESS CONTRACTS**

5.1 On and with effect from the Effective Date, the Transferee shall become entitled to all the rights, benefits and powers of the Transferor whatsoever subsisting on the Effective Date under or by virtue of the Transferred Policies and the Business Contracts.

5.2 Without prejudice to the generality of paragraph 5.1, where the benefits of any Transferred Policy are held under the terms of a trust, such terms, together with the terms of any rules applicable to any pension scheme in the case of any pension scheme under which benefits are referable to a Transferred Policy, shall operate and be construed on and from the Effective Date on a basis which is consistent with the transfer of such Transferred Policy 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, with effect from the Effective Date, instead be treated as 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 treated as conferred on the Transferee.

5.3 Subject to the provisions of this Scheme, every person who is a holder of any of the Transferred Policies or is a party to, or has the benefit of, any Business Contract shall on and with effect 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 Transferred Policies or the Business Contracts to the same rights against the Transferee subject to the terms of this Scheme as were available to him against the Transferor under such Transferred Policies or Business Contracts and (as regards Transferred Policies under which premiums or other sums attributable or referable thereto continue to be payable) shall on and with effect 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.

5.4 If any person entitled to do so with respect to a Transferred 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 Board, having obtained the advice of the Transferee 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 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 Board is satisfied, having obtained the advice of the Transferee 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 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 the Policyholder in full and to issue, or procure the issue by another undertaking in the Transferee Group of, another Policy pursuant to this paragraph).

5.5 All references relating to the Transferred Business in any Transferred Policy or any Business Contract or any other agreement or document (including in a contract to which the Transferor is party, a contract to which the Transferor is not party or elsewhere and whether in writing or not) to the Transferor, its board of directors, its 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, its board of directors, its Actuary or any other officers or employees or agents of the Transferee respectively, as appropriate. In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, its board of directors, Actuary or any other officers, employees or agents of the Transferor in relation to any of the Transferred Policies or the Business Contracts or any other agreement or document to the extent that it relates to the Transferred Business shall, subject to the terms of this Scheme, from and after the Effective Date be exercisable or required to be performed by the Transferee, its board of directors, its Actuary or any other officers, employees or such agents. All references in a Transferred Policy or Business Contract or other agreement or document to the extent that it relates to the Transferred Business to the group of companies of which the Transferor is or has been a part shall, where the context requires, be read and construed with effect from the Effective Date as references to the Transferee Group.

5.6 On and with effect from the Effective Date, the terms and conditions of the Transferred Policies issued to trustees in connection with the Zurich Occupational Money Purchase Plan (other than the Master Trust OMP Plan) and to individuals in connection with the GSP Schemes and the Group Transfer Plan shall be amended so that:

5.6.1 all references to SIML, the "platform operator" and the "website provider" shall be read as references to the Transferee; and

5.6.2 all references to SWASL and the "payment agent" shall be read as references to the Transferee,

and specifically on the basis set out in paragraphs 1 to 3 (inclusive) of Schedule 4, and shall be effective between the Transferee and the relevant Policyholder and shall be read and construed for all purposes subject to such amendments.

5.7 On and with effect from the Effective Date:

5.7.1 all references to SIML in the Master Trust OMP Plan shall be read as references to SWASL and, without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by SIML in relation to the Master Trust OMP Plan shall, subject to the terms of this Scheme and to the extent they are to be performed on or after the Effective Date, from and after the Effective Date be exercisable or required to be performed by SWASL; and

5.7.2 the Master Trust OMP Plan shall be amended so that all references to the "payment agent" shall be read as references to the Transferee and specifically on the basis set out in paragraph 4 of Schedule 4, and shall be read and construed for all purposes subject to such amendments.

5.8 On and with effect from the Effective Date, all references to SIML and the "Platform Operator" in each Occupational Money Purchase Plan Service Agreement shall be read as references to the Transferee and, without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by SIML and/or the "Platform Operator" in relation to such Occupational Money Purchase Plan Service Agreements shall, subject to the terms of this Scheme and to the extent they are to be performed on or after the Effective Date, from and after the Effective Date be exercisable or required to be performed by the Transferee.

5.9 The Transferee shall on and with effect from the Effective Date, as principal, take over from the Transferor the administration and negotiation of proposals for insurance which would be Transferred Policies if the Transferor had determined to accept them (but whether or not the Transferee does so determine). The Transferee shall on and with effect from the Effective Date bear all expenses and liabilities in relation thereto.

6. **RESIDUAL POLICIES**

6.1 Subject to paragraph 6.3, all liabilities attributable to the Residual Policies shall remain liabilities of the Transferor and be fully reinsured with effect from the Effective Date on the following basis:

- (a) all liabilities of the Transferor attributable to the Residual Policies and all other amounts paid or payable by the Transferor in respect of such Residual Policies (including amounts paid or payable in connection with the surrender of any such Residual Policy) 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 6.2, 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 (including any Policy issued by the Transferor pursuant to paragraph 6.2);
- (c) the premiums payable by the Transferor to the Transferee in connection with the provision of the reinsurance described in this paragraph 6.1(c) shall comprise an amount equal to:
 - (i) the aggregate amount of the value of the relevant units relating to those Residual Policies immediately prior to the Effective Date, provided that such amounts shall be deemed to have been satisfied as at the Effective Date by the transfer to the Transferee of the appropriate proportion of the Transferred Assets; and
 - (ii) all subsequent premium payments and all other amounts received by the Transferor in respect of such Residual Policies at any time after the Effective Date, which premiums and other amounts shall be paid to the Transferee as soon as practicable after they are received.

6.2 If any person entitled to do so with respect to a Residual 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 Board, having obtained the advice of the Transferee Actuary, in order to comply with that right or option to issue a new Policy,

then (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 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; or
- (ii) if at the time of the exercise of such right or option the Transferee is not writing Policies complying exactly with the Policy to which the right or option refers, then the Transferee shall 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 (i) the Transferee Board is satisfied, having obtained the advice of the Transferee 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 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 the Policyholder in full and to issue, or procure the issue by another undertaking in the Transferee Group of, another Policy pursuant to this paragraph).

6.3 If all consents, orders, permissions or other requirements for the transfer or novation of a Residual Policy from the Transferor to the Transferee are obtained:

- (a) such Residual Policy shall, by the Order and without any further act or instrument, promptly be transferred to the Transferee, and shall thereafter be treated in all respects as if it were a Transferred Policy; and
- (b) any property relating to, and any liability attributable to, such Residual Policy shall be transferred to the Transferee, and shall thereafter be treated in all respects as if it were a Transferred Asset or a Transferred Liability, as the case may be.

6.4 In accordance with paragraph 6.3:

- (a) Guernsey Policies shall be treated for all purposes of this Scheme as if they were Transferred Policies with effect from the Guernsey Effective Date, and shall, on the later of the Effective Date and the Guernsey Effective Date, be transferred to and vested in the Transferee by the Order (in addition to any order of the Royal Court of Guernsey); and
- (b) Jersey Policies shall be treated for all purposes of this Scheme as if they were Transferred Policies with effect from the Jersey Effective Date, and shall, on the later of the Effective Date and the Jersey Effective Date, be transferred to and vested in the Transferee by the Order (in addition to any order of the Royal Court of Jersey).

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

7.1 All premiums attributable or referable to the Transferred Policies shall on and after the Effective Date be payable to the Transferee and shall be receivable and received by the Transferee.

7.2 Any mandate or other instruction in force on the Effective 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 banker or other intermediary of premiums payable to the Transferor under or in respect of any of the Transferred Policies shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.

7.3 Any mandate or other instruction in force on the Effective Date as to the manner of payment of any sum payable by the Transferor under any of the Transferred Policies shall, on and from the Effective Date, continue in force as an effective authority to the Transferee.

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 at the Effective Date, the Transferor will, from the Effective Date, subject to receiving all necessary consents or waivers (if any) and except where the Transferor and the Transferee agree in writing not to give effect to such a trust for any reason, hold such property and any associated proceeds of sale, income, or other accrued rights or returns arising in respect thereof as trustee for the Transferee.
- 8.2 The Transferor shall be subject to the Transferee's directions in respect of any asset referred to in paragraph 8.1 from the Effective Date until the relevant asset is transferred to or otherwise vested in the Transferee or are disposed of (whereupon the Transferor shall account to the Transferee for the proceeds of sale thereof), and the Transferee shall have authority to act as the attorney of the Transferor in respect of such assets for all such purposes.
- 8.3 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 Transferred Business, any Transferred Asset or any Residual Asset or any other property referred to in paragraph 8.1, the Transferor shall, as soon as is reasonably practicable after its receipt, pay over the full 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 and the Transferee shall indemnify the Transferor on demand against any costs incurred in making any such payment or transfer.

9. **INDEMNITIES IN FAVOUR OF THE TRANSFEROR**

- 9.1 On and from the Effective Date, in recognition of the parties' intention that economic risk and reward in the entire Transferred Business should transfer to the Transferee from the Effective Date, the Transferee shall discharge on the Transferor's behalf or, failing that, shall indemnify the Transferor against any Residual Liabilities which are not, or are not capable of being, transferred by this Scheme or by a vesting order pursuant to section 112(1) of FSMA (whether made before, on or after the Effective Date) until the relevant liability is transferred to or becomes a liability of the Transferee, but on the basis that:
- (a) the Transferor will use reasonable endeavours to mitigate any such Residual Liabilities, including any charges, costs and expenses; and
 - (b) where any amount paid by the Transferor in respect of any Residual Liabilities referred to in paragraph 9.1 is, 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 Transferee, the Transferee shall only be liable to the Transferor where the Transferor has made a claim under such a policy or against such third party and has failed to 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).
- 9.2 The Transferee shall indemnify the Transferor against any costs and/or expenses which it may properly incur in pursuing any claim or right of recovery against any such third party as is referred to in paragraph 9.1(b) (but not, for the avoidance of doubt, in pursuing any claim under a policy of indemnity insurance held by the Transferor). 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.
- 9.3 Where the Transferor is entitled to receive an amount pursuant to the indemnities contained in paragraphs 8.3, 9.1 and 9.2 it shall be entitled to receive such amount on the basis that in calculating the amount payable by the Transferee, pursuant to such obligation (the "**Payment**"), the amount so payable shall be adjusted upwards or downwards, as the case may be, so as to take into account:

- (a) any Tax which is required by law to be deducted or withheld from such amount, or is chargeable on such amount on receipt of the same by the Transferor (including any increased or additional amount); and
- (b) the value of any Tax Relief to the extent available to the Transferor in whole or in part as a result of the matter giving rise to the obligation or as a result of receiving the Payment,

which Tax and value of any Tax Relief is to be determined taking into account all relevant factors, including, in the case of the value of a Tax Relief, the anticipated timing of its utilisation. Such Tax and value shall be certified by the Transferor in its absolute discretion but acting in good faith.

9.4 All payments made pursuant to this paragraph 9 shall, so far as practicable, be treated as an adjustment to the consideration paid by the Transferee to the Transferor for the Transferred Business.

PART D – LINKED FUNDS

10. LINKED FUNDS

10.1 On and with effect from the Effective Date:

- (a) the Linked Assets and any associated Liabilities comprised in each Linked Fund of the Transferor immediately prior to the Effective Date shall be allocated to and become comprised in a new corresponding Linked Fund established by the Transferee within the Transferee Combined Fund comprising immediately following the Effective Date the same number, value and class of units as were comprised in the relevant Linked Fund of the Transferor immediately prior to the Effective Date;
- (b) subject always to the provisions of this paragraph 10, in relation to any rights, powers and benefits under Transferred Policies which are linked to a Linked Fund of the Transferee pursuant to paragraph 10.1(c), the Transferee shall become entitled to the same rights, benefits and powers and be subject to the same duties and Liabilities as applied to the Transferor in relation to the corresponding Linked Fund of the Transferor immediately prior to the Effective Date; and
- (c) benefits under any Transferred Policy which, immediately prior to the Effective Date, were linked to any one or more Linked Fund(s) of the Transferor shall become linked to the corresponding New Linked Fund(s) of the Transferee established by it pursuant to paragraph 10.1(a) and the Transferee shall as at the Effective Date allocate to each such Transferred Policy the same number, value and classes of units in the corresponding New Linked Fund(s) of the Transferee as the number, value and classes of units in the relevant Linked Fund of the Transferor which were allocated to the Transferred Policy immediately prior to the Effective Date.

11. ZURICH MANDATED FUNDS

Notwithstanding the terms and conditions of any Transferred Policy, for so long as a ZMF Transferred Policyholder holds units under a Transferred Policy in a Linked Fund which holds units in a Zurich Mandated Fund, the Transferee shall ensure that, in the event that the Transferor becomes insolvent or is unable to meet its obligations to the Transferee in respect of that Zurich Mandated Fund, any such ZMF Transferred Policyholder shall, on any subsequent date on which a payment is made to him under his Transferred Policy, receive no less in respect of the units which he holds in that Linked Fund than he would have done if the Transferee had cancelled the units that that Linked Fund held in the relevant Zurich Mandated Fund on the Failure Identification Date and received from the Transferor on that date an amount equal to the value of those units at close of business on the Business Day immediately prior to the Failure Identification Date.

12. TAXATION

- 12.1 Subject to the remainder of this paragraph 11, on and with effect from the Effective Date Taxation (including deferred taxation and Tax Reliefs) attributable to each New Linked Fund shall be calculated (on the basis of the Tax law and practice prevailing at the time) as if each New Linked Fund is a hypothetical stand-alone Linked Fund.
- 12.2 Amounts calculated in accordance with paragraph 12.1 will be charged or credited, or, in the case of Tax Reliefs, attributed, to the relevant New Linked Fund.
- 12.3 Any Tax Reliefs calculated to be available to each Linked Fund of the Transferor immediately before the Effective Date and not utilised or credited in the period ending on the Effective Date, and which are available to be allocated to the corresponding New Linked Fund immediately after the Effective Date, will be allocated to the corresponding New Linked Fund.
- 12.4 Each New Linked Fund shall not be unreasonably disadvantaged or advantaged by any settlement or agreement or resolution of enquiries with the Tax Authorities that also extends to the affairs of other funds or sub-funds in the Transferee, or other undertakings in the Transferee Group.

12.5 Notwithstanding any other provisions of this paragraph 11 the Transferee Board may at its discretion (and in relation to circumstances which are outside the ordinary course of business), determine that Taxation (including deferred taxation) will be charged or credited to each New Linked Fund and Tax Reliefs attributed to the each New Linked Fund, on a different basis to that set out in paragraphs 12.1 to 12.4 above, subject to the agreement of the Transferee Actuary that such different basis is fair and equitable taking into account the circumstances in which the determination is made.

PART E – MISCELLANEOUS PROVISIONS

13. TRADING SUSPENSION PERIOD

13.1 In order to give effect to the transfers envisaged by this Scheme and notwithstanding any provision of the terms and conditions of the Transferred Policies:

13.1.1 on and with effect from the Trading Suspension Time, the Transferor; and

13.1.2 on and with effect from the Effective Date, the Transferee,

shall not be required to undertake or give effect to any Trading Action which is notified or requested to the Transferor or the Transferee or due to occur (whether under the terms and conditions of any Transferred Policy or for any other reason) on or after the Trading Suspension Time until the end of the Trading Suspension Period.

13.2 Subject to the Effective Date having occurred, the Transferee shall give effect to and process all Trading Actions that have not otherwise been processed or given effect to during the Trading Suspension Period as soon as reasonably practicable following the end of the Trading Suspension Period.

13.3 The Transferee shall use all reasonable endeavours to complete all critical Trading Proving Processes as soon as reasonably practicable following the Effective Date and prior to 9 a.m. GMT on the second Business Day following the Effective Date, provided that nothing in this paragraph 13.3 shall require any action or omission by the Transferee which it considers, acting reasonably, to be inconsistent with the fair treatment of the Policyholders of the Transferred Policies or any other Affected Customers of the Transferee Group. If the Transferee is, or considers that it is likely to be, unable to complete all critical Trading Proving Processes by 9 a.m. on the second Business Day following the Effective Date, the Transferee shall notify the FCA and the PRA as soon as reasonably practicable after it becomes aware of the same and shall keep the FCA and the PRA reasonably informed about all steps which the Transferee is taking to complete the Trading Proving Processes and end the Trading Suspension Period, including any steps which the Transferee will take to give notice of such extension of the Trading Suspension Period beyond 9 a.m. GMT on the second Business Day following the Effective Date to the Policyholders of the Transferred Policies or any other Affected Customers of the Transferee Group.

13.4 The implementation of the Trading Suspension Period, or any other action or omission by the Transferor or the Transferee in connection with this paragraph 13, shall not constitute or be deemed to constitute a breach of the terms and conditions of the Transferred Policies.

13.5 The implementation of the Trading Suspension Period shall be without prejudice to the operation of paragraph 14 and it shall not be a requirement or condition of this Scheme that the Trading Suspension Period has been commenced or implemented in order to give effect to the transfers envisaged by this Scheme.

14. EFFECTIVE DATE

14.1 This Scheme shall become effective at 00.01 GMT on 1 July 2019 or such other time and date as the Transferor and the Transferee may agree (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 14.2; save that, for the purposes of paragraph 13 only, this Scheme shall become effective from the Trading Suspension Time.

14.2 Unless this Scheme shall have become effective on or before 1 October 2019 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.

15. **MODIFICATIONS, AMENDMENTS OR ADDITIONS**

15.1 The Transferor and the Transferee may consent 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.

15.2 Subject to paragraph 15.4 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 in any such case:

- (a) each of the PRA and FCA shall be given written notice of the proposed amendment at least 30 days prior to the making of the application to the Court and shall have the right to be heard at any hearing of the Court at which such application is considered;
- (b) the Transferor shall be given written notice of any proposed amendment to paragraph 6 or to the Residual Policies Reinsurance Arrangement at least 60 days prior to the making of the application to the Court; and
- (c) such application shall be accompanied by a certificate from an independent actuary to the effect that in his opinion the proposed amendment will not materially adversely affect the security or reasonable expectations of the holders of Transferred Policies or Residual Policies or other Policies of the Transferee, in each case as they stood before the implementation of the proposed amendment.

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

15.4 The consent of the Court shall not be required in relation to:

- (a) minor and/or technical amendments to the provisions of this Scheme (including amendments to correct manifest errors), provided that:
 - (i) each of the PRA and the FCA have been provided with written notice of the same by the Transferee and have acknowledged receipt of such notice at least 28 days in advance of the amendment being made and have not objected (unless the PRA and the FCA have confirmed non-objection prior to that date); and
 - (ii) the Transferee Board, where appropriate, has taken appropriate actuarial and/or legal advice, as relevant, in relation to the amendments;
- (b) amendments to the provisions of the Scheme which are reasonably considered by the Transferee Board to be necessary to ensure the provisions of this Scheme operate in the intended manner in circumstances where the provision to which the proposed variation applies will be materially affected by a variation of Regulatory Requirements (in this paragraph a "**Regulatory Change**"), provided that:
 - (i) each of the PRA and the FCA have been notified of the proposed amendments by the Transferee and neither has objected thereto within 60 days of such notification; and
 - (ii) an independent actuary has provided the Transferee with a certificate to the effect that in his opinion the implementation of the proposed amendments will not materially adversely affect the security or reasonable expectations of relevant Policyholders as they stood before the implementation of the Regulatory Change.

16. **EFFECT OF TRANSFER**

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

- (a) the transfer of any rights, benefits, liabilities and obligations under or in connection with any Transferred Policy, Transferred Asset, Residual Asset, Transferred Liability or Residual Liability 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 an interest or right, or to treat an interest or right as terminated or modified;
- (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; and
- (c) the transfer and vesting under the Scheme of any asset or liability relating to any part of the Transferring Business shall not:
 - (i) invalidate or discharge any contract, security or other thing; or
 - (ii) require further registration in respect of any security or charge.

17. COSTS AND EXPENSES

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

18. EVIDENCE OF TRANSFER

The production of a copy of the Order with any modifications, amendments and/or additions made under paragraph 15 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 Transferred Business, the Transferred Assets, the Transferred Liabilities and the Transferred Policies; and
- (b) with effect from each relevant Subsequent Transfer Date, of the Residual Policies, Residual Assets and Residual Liabilities.

19. SUCCESSORS AND ASSIGNS

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

20. THIRD PARTY RIGHTS

A person who is not a party to this Scheme may not enforce any of its terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. GOVERNING LAW

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

Dated this [] day of [] 2019

SCHEDULE 1

BUSINESS CONTRACTS

PART A - TRANSFERRED REINSURED FUNDS AGREEMENTS

[Note: The following list will be updated prior to the Final Hearing]

	Agreement	Parties
1	Reinsurance Agreement dated 1 November 2016	(1) ZAL and (2) Aviva Investors Pensions Limited
2	Deed of Charge dated 1 November 2016	(1) ZAL and (2) Aviva Investors Pensions Limited
3	Life Reinsurance Agreement dated 3 February 2009	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
4	Reinsurance Variation Letter dated 1 April 2009	(1) ZAL and (2) Legal & General Investment Management Limited
5	Reinsurance Variation Letter dated 18 September 2009	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
6	Reinsurance Variation Letter dated 6 May 2010	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
7	Reinsurance Variation Letter dated 27 October 2010	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
8	Reinsurance Variation Letter dated 10 January 2011	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
9	Reinsurance Variation Letter dated 26 April 2011	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
10	Reinsurance Variation Letter dated 18 August 2011	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
11	Reinsurance Variation Letter dated 14 November 2011	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
12	Reinsurance Variation Letter dated 31 January 2012	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
13	Reinsurance Variation Letter dated 11 May 2012	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
14	Reinsurance Variation Letter dated 12 November 2012	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
15	Reinsurance Variation Letter dated 1 March 2013	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
16	Reinsurance Variation Letter dated 27 June 2013	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited

	Agreement	Parties
17	Reinsurance Variation Letter dated 6 November 2013	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
18	Reinsurance Variation Letter dated 4 February 2014	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
19	Reinsurance Variation Letter dated 16 April 2014	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
20	Reinsurance Variation Letter dated 17 July 2014	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
21	Reinsurance Variation Letter dated 29 August 2014	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
22	Reinsurance Variation Letter dated 15 January 2015	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
23	Reinsurance Variation Letter dated 26 March 2015	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
24	Reinsurance Variation Letter dated 28 July 2015	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
25	Reinsurance Variation Letter dated 14 September 2015	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
26	Reinsurance Variation Letter dated 12 November 2015	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
27	Reinsurance Variation Letter dated 6 September 2016	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
28	Reinsurance Variation Letter dated 19 January 2017	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
29	Reinsurance Variation Letter dated 23 June 2017	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
30	Reinsurance Variation Letter dated 1 February 2018	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
31	Reinsurance Variation Letter dated 20 April 2018	(1) ZAL and (2) Legal & General Assurance (Pensions Management) Limited
32	Unit-Linked Reinsurance Agreement dated 29 September 2011	(1) ZAL and (2) Prudential Pensions Limited
33	Unit-Linked Reinsurance Agreement Side Letter dated 29 September 2011	(1) ZAL and (2) Prudential Pensions Limited
34	Reinsurer Deed of Charge dated 29 September 2011	(1) ZAL and (2) Prudential Pensions Limited

	Agreement	Parties
35	Amending Agreement dated 25 January 2013	(1) ZAL and (2) Prudential Pensions Limited
36	Reassurance Policy dated 26 October 2010	(1) ZAL and (2) Standard Life Investment Funds Limited
37	Reinsurance Policy Terms Side Letter dated 26 October 2010	(1) ZAL and (2) Standard Life Investment Funds Limited
38	Reinsurance Policy Request and Undertaking dated 26 October 2010	(1) ZAL and (2) Standard Life Investment Funds Limited
39	Beneficiary Accession Undertaking dated 26 October 2010	(1) ZAL and (2) The Law Debenture Trust Corporation p.l.c. and Standard Life Investment Funds Limited
40	Reinsurance Policy Amendment No.1 dated 18 April 2011	(1) ZAL and (2) Standard Life Investment Funds Limited
41	Reinsurance Policy Amendment No.2 dated 19 September 2011	(1) ZAL and (2) Standard Life Investment Funds Limited
42	Reinsurance Policy Amendment No.3 dated 1 September 2014	(1) ZAL and (2) Standard Life Assurance Limited
43	Reinsurance Policy Variation No.4 dated 16 March 2015	(1) ZAL and (2) Standard Life Assurance Limited
44	Reinsurance Policy Variation No.6 dated 5 August 2015	(1) ZAL and (2) Standard Life Assurance Limited
45	Reinsurance Policy Document dated 16 February 2012	(1) ZAL and (2) Threadneedle Pensions Limited
46	Endorsement to Policy No T31513 dated 16 February 2012	(1) ZAL and (2) Threadneedle Pensions Limited
47	Deed of charge dated 29 February 2012	(1) ZAL and (2) Threadneedle Pensions Limited
48	Endorsement to Reinsurance Policy Document dated 31 January 2018	(1) ZAL and (2) Threadneedle Pensions Limited

PART B - TRANSFERRED FUND MANAGER AGREEMENTS

[Note: The following list will be updated prior to the Final Hearing]

	Agreement	Parties
1	Platform Agreement dated 10 November 2017	(1) ZAL and (2) Acadian Asset Management (UK) Limited
2	MiFID II Amendment to the Platform Agreement dated 8 May 2018	(1) ZAL and (2) Acadian Asset Management (UK) Limited
3	Platform Agreement dated 24 May 2016	(1) ZAL and (2) Capital International Management Company SARL
4	Platform Agreement dated 19 January 2015	(1) ZAL and (2) Dodge & Cox Worldwide Investments Ltd
5	MiFID II Amendment to the Platform Agreement dated 5 January 2018	(1) ZAL and (2) Dodge & Cox Worldwide Investments Ltd
6	Platform Agreement dated 20 April 2018	(1) ZAL and (2) Edentree Investment Management Limited
7	Platform Agreement dated 6 January 2017	(1) ZAL and (2) Fulcrum Asset Management LLP and Tutman LLP
8	Platform Agreement Variation No.1 dated 23 March 2018	(1) ZAL and (2) Fulcrum Asset Management LLP and Tutman LLP
9	Platform Agreement Variation No.2 dated 1 September 2018	(1) ZAL and (2) Fulcrum Asset Management LLP and Tutman LLP
10	MiFID II Amendment to the Platform Agreement dated 16 January 2018	(1) ZAL and (2) Fulcrum Asset Management LLP and Tutman LLP
11	Platform Agreement dated 14 May 2015	(1) ZAL and (2) Goldman Sachs International
12	Platform Agreement Variation No.1 dated 18 November 2015	(1) ZAL and (2) Goldman Sachs International
13	Discretionary Investment Management Agreement dated 22 February 2018	(1) ZAL and (2) Investec Asset Management Limited
14	Platform Agreement dated 10 May 2011	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited
15	Side Letter to the Platform Agreement dated 6 August 2015	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited
16	Side Letter to the Platform Agreement dated 9 October 2015	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited
17	Side Letter to the Platform Agreement dated 23 February 2018	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited

	Agreement	Parties
18	Platform Agreement Variation No.3 dated 22 May 2018	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited
19	Side Letter to Platform Agreement dated 28 January 2019	(1) ZAL and (2) SIML and (3) Mercer Global Investments Europe Limited
20	Investment Management Agreement Mercer Workplace Savings Solution dated 21 March 2012	(1) ZAL and (2) SIML and (3) Mercer Limited
21	Amended and Restated Investment Management Agreement Mercer Workplace Savings Solution dated 6 August 2014	(1) ZAL and (2) SIML and (3) Mercer Limited
22	Second Amended and Restated Investment Management Agreement Mercer Workplace Savings Solution dated 2 October 2018	(1) ZAL and (2) SIML and (3) Mercer Limited
23	Platform Agreement dated 10 January 2019	(1) ZAL and (2) Putnam Investments Limited
24	Platform Agreement dated 3 July 2009	(1) ZAL and (2) Towry Law Fund Managers Ireland Limited and Towry Law Investment Management Limited
25	Platform Agreement Variation No.1 dated 16 July 2013	(1) ZAL and (2) Towry Law Fund Managers Ireland Limited and Towry Law Investment Management Limited
26	Platform Agreement dated 29 January 2014	(1) ZAL and (2) Wells Fargo Funds Management, LCC
27	Platform Agreement Variation No.1 dated 28 April 2014	(1) ZAL and (2) Wells Fargo Funds Management, LCC
28	Platform Agreement Variation No.2 dated 14 June 2017	(1) ZAL and (2) Wells Fargo Funds Management, LCC
29	Amendment to the Platform Agreement (MiFID II) dated 20 March 2018	(1) ZAL and (2) Wells Fargo Funds Management, LCC
30	Platform Agreement dated 28 November 2018	(1) ZAL and (2) Zurich Investment Services (UK) Limited

SCHEDULE 2

RELEVANT POLICIES

1. Policies issued or to be issued (in each case on or prior to the Effective Date) to trustees of registered occupational pension schemes in connection with the Zurich Occupational Money Purchase Plan.
2. Policies issued or to be issued (in each case on or prior to the Effective Date) to trustees of registered occupational pension schemes in connection with the Zurich Corporate Investment Plan.
3. Policies issued or to be issued (in each case on or prior to the Effective Date) to individual members in connection with:
 - 3.1 the GPP Schemes;
 - 3.2 the GSP Schemes; and
 - 3.3 Group Transfer Plan.

SCHEDULE 3**ZURICH MANDATED FUNDS**

Fund name	ZAL Fund Code
Zurich Balanced Managed	APLBM1
Zurich UK Opportunities	EPEOP1
Zurich Equity Managed	EPEQM1
Zurich UK Equity	EPKEQ1
Zurich UK Preference & Fixed Interest	EPKPF1
Zurich Long Dated Gilt	EPLDG1
Zurich Managed	EPMGD1
Zurich Deposit & Treasury	SPDTZ1
Zurich Property	ZPPRO1
Zurich Fixed Interest	APLF11
Zurich Far East & Japan	EPFEJ1

SCHEDULE 4

AMENDMENTS TO CERTAIN TRANSFERRED POLICIES

1. GROUP STAKEHOLDER PENSION PLANS

1.1 On and with effect from the Effective Date, all Transferred Policies issued to members of the GSP Scheme shall be amended as follows:

1.1.1 in the introduction, by deleting the sections titled:

- (a) "Payment agent" (which begins "We appoint a payment agent" and ends "a member of the Lloyds Banking Group"); and
- (b) "Website provider" (which begins "The website provider provides" and ends "a member of the Zurich group");

1.1.2 in the introduction, in the section titled "Services provided", by:

- (a) amending the words "the payment agent receives payments made by you and allocates them" in the second bullet to read "we receive payments made by you and allocate them"; and
- (b) amending the words "the website provider provides you with online access and we provide a telephone service" in the sixth bullet to read "we provide you with online access and a telephone service";

1.1.3 in clause 1.1 (Payments into the plan), by deleting the words ", via the payment agent";

1.1.4 in clause 3 (Refund of payments), by deleting the words "and pass the proceeds to the payment agent" and by amending the words "When the payment agent refunds your payment" to read "When we refund your payment"; and

1.1.5 in clause 11 (Charges and Disinvestment), by deleting the sentence "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised."

2. OCCUPATIONAL MONEY PURCHASE PLANS

2.1 On and with effect from the Effective Date, all Transferred Policies issued to trustees who have taken out Zurich Occupational Money Purchase Plans shall be amended as follows:

2.1.1 in the section titled "Definition of terms", by:

- (a) deleting the words ", the platform operator or the payment agent" in the definitions of "administrators" and "paycentre administrator";
- (b) amending the references to "the payment agent" in the definitions of "nominated collection bank account" and "nominated opt out bank account" to read "us";
- (c) amending the references to "the platform operator" in the definitions of "platform" and "website terms and conditions" to read "us";
- (d) amending the words "you, us and the platform operator" in the definition of "service agreement" to read "you and us"; and
- (e) deleting the definitions of "payment agent" and "platform operator";

2.1.2 in clause 1.4, by deleting the words "by you, us and the platform operator";

- 2.1.3 in clause 2.1, by amending the words "have appointed the platform operator to" to read "will";
- 2.1.4 in clause 2.2, by deleting the words "issued by the platform operator" and by amending the words "when the platform operator has not" to read "when we have not";
- 2.1.5 by deleting clause 2.4;
- 2.1.6 in clauses 3.1, 6.4, 13.1, 16.4, 17.3 and 18.3, by amending references to "The payment agent" to read "We";
- 2.1.7 in clause 5.1, by deleting the words ", the platform operator and the payment agent";
- 2.1.8 in clause 5.2, by amending the words "The platform operator" to read "We";
- 2.1.9 in clause 6.2, by:
 - (a) amending the words "The platform operator" to read "We";
 - (b) deleting the words "for us" and the words "the payment agent has received",
 - (c) amending the words "they are received by the payment agent" to read "they are received by us"; and
 - (d) amending the words "the payment agent's current processing procedures" to read "our current processing procedures";
- 2.1.10 in clause 6.3 (in both the first and second paragraphs) and clause 6.5 (in both the first and second paragraphs), by amending the words "the payment agent receives" to read "we receive";
- 2.1.11 in clause 6.5, by amending the words "The payment agent requires" to read "We require";
- 2.1.12 in clause 6.8 (in both the first and second paragraphs), by amending the words "the platform operator receives" to read "we receive";
- 2.1.13 in clauses 6.10, 6.14, 10.1 and 10.2, by deleting the words "or the platform operator";
- 2.1.14 in clause 9.2, by:
 - (a) deleting the words "and the platform operator";
 - (b) deleting the words "and the platform operator's instructions";
 - (c) amending the words "The platform operator will" to "We will"; and
 - (d) deleting the words "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised."; and
- 2.1.15 in clause 9.8, by:
 - (a) amending the words "The platform operator will" to "We will"; and
 - (b) deleting the words "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised."

3. **GROUP TRANSFER PLANS**

3.1 On and with effect from the Effective Date, all Transferred Policies which are Group Transfer Plans shall be amended as follows:

- 3.1.1 in the section titled "Definition of terms", by:
 - (a) amending the references to "the platform operator" in the definitions of "platform" and "website terms and conditions" to read "us"; and
 - (b) deleting the definitions of "payment agent" and "platform operator";
- 3.1.2 in clause 2.2, by amending the words "have appointed the platform operator to" to read "will";
- 3.1.3 in clause 2.4, by deleting the words "issued by the platform operator" and by amending the words "when the platform operator has not" to read "when we have not";
- 3.1.4 by deleting clause 2.5 and clause 2.6;
- 3.1.5 in clause 5.1, by:
 - (a) amending the words "The payment agent" to read "We"; and
 - (b) deleting the words "for us" and the words "the payment agent has received",
- 3.1.6 in clause 5.2, by amending the words "the payment agent" to read "us";
- 3.1.7 in clause 5.3, by amending "the payment agent's" to read "our";
- 3.1.8 in clause 5.4, by amending "the payment agent receives" (in both instances it appears) to read "we receive";
- 3.1.9 in clause 5.7 (in both the first and second sentences), by amending the words "the platform operator receives" to read "we receive";
- 3.1.10 in clauses 5.10, 10.1 and 10.2, by deleting the words "or the platform operator";
- 3.1.11 in clause 9.2, by:
 - (a) deleting the words "and the platform operator";
 - (b) deleting the words "and the platform operator's instructions";
 - (c) amending the words "The platform operator will" to "We will"; and
 - (d) deleting the words "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised.";
- 3.1.12 in clause 9.8, by:
 - (a) amending the words "The platform operator will" to "We will"; and
 - (b) deleting the words "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised."; and
- 3.1.13 by deleting clause 12.1(c).

4. MASTER TRUST OMP PLAN

4.1 On and with effect from the Effective Date, the Master Trust OMP Plan shall be amended as follows:

- 4.1.1 in the section titled "Definition of terms", by:
- (a) deleting the words ", the platform operator or the payment agent" and replacing with "or the platform operator" in the definitions of "administrators" and "paycentre administrator";
 - (b) amending the references to "the payment agent" in the definitions of "nominated collection bank account" and "nominated opt out bank account" to read "us"; and
 - (c) deleting the definition of "payment agent".
- 4.1.2 by deleting clause 2.4;
- 4.1.3 in clauses 3.1, 6.4, 13.1, 16.4, 17.3 and 18.3, by amending references to "The payment agent" or "the payment agent" (as the case may be) to read "We" or "we" as appropriate;
- 4.1.4 in clause 5.1, by deleting the words ", the platform operator and the payment agent" and replacing with "and the platform operator";
- 4.1.5 in clause 6.2, by:
- (a) deleting the words "the payment agent has received",
 - (b) amending the words "they are received by the payment agent" to read "they are received by us"; and
 - (c) amending the words "the payment agent's current processing procedures" to read "our current processing procedures";
- 4.1.6 in clause 6.3 (in both the first and second paragraphs) and clause 6.5 (in both the first and second paragraphs), by amending the words "the payment agent receives" to read "we receive";
- 4.1.7 in clause 6.5, by amending the words "The payment agent requires" to read "We require"; and
- 4.1.8 in clauses 9.2 and 9.8, by deleting the words "We will pay part or all of the proceeds from the sell instruction to the payment agent when they are realised."

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF
ENGLAND AND WALES
COMPANIES COURT (ChD)**

IN THE MATTER OF ZURICH ASSURANCE LTD

- and -

**IN THE MATTER OF SCOTTISH WIDOWS
LIMITED**

- and -

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

SCHEME

**Pursuant to Part VII of, and Schedule 12 to, the
Financial Services and Markets Act 2000**

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