

	Claim No.
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etails of claim (continued) copy of each of the Scheme, the draft Fi	d the draft Order for
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#### **ANNEX 1**

(Scheme)

#### IN THE MATTER OF RGA REINSURANCE UK LIMITED

- and -

IN THE MATTED OF ROA INTERNATIONAL REINGHRANCE COMBANY LIMITED
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- <u>გղվ -</u>
In the matter of the Financial Services and Markets Act 2000
SCHEME
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Duraciant to Bort VIII of the Einensial Samiless and Markets Act 2000 for the transfer to BCA
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"Excluded	Policies"
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policies under which any liability (whether current or future, actual or contingent) remains unsatisfied or outstanding at the Effective Date and:

(a) which the Court for any reason determines shall not be

(h) which prior to the Court making the Order the Transferor

and the Transferee agree should be excluded from the Scheme;

"Excluded Policies Reinsurance Agreement" the reinsurance agreement dated [•] between the Transferor and the Transferee in respect of the Excluded Policies;

"FSA Rules"

the rules of the Financial Services Authority contained in its Handbook of Rules and Guidance;

"Insurance Regulator"

he Financial Services Authority, or such other

بالشمطلييم معطلم مم تسملا بلملام الملسمين

"Transferred Assets"

all property of the Transferor whatsoever as at the Effective Date including all rights and powers of the Transferor under or by virtue of the Transferred Policies and the Outwards

Transferred Policies and the Outwards Reinsurance Contracts, but excluding rights under Excluded Policies or under the Excluded Policies Reinsurance Agreement;

"Transferred Business"

the entire business of the Transferor (including, without prejudice to the generality of the foregoing, all activities carried on in connection with or for the purposes of such d any proposals for insurance not yet accepted)

as at the Effective Date;

	3	Any reference to an enactment or a statistion, provision includes that enactment or
<b></b>		statutory provision as amended, varied or re-enacted from time to time.
	4.	Words denoting the singular include the plural and vice versa; words denoting one gender
		include the other genders; and words denoting persons include corporations and vice versa.
		PRELIMINARY
	(A)	The Transferor is an insurance company authorised under Part IV of the Act to effect and
		parry out contracts of life and non-life reinsurance in the LIK. The Transferee is a
		·
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*****		rollinguirance commonly authorized under Part II of Schodu
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,		nut contracts of life and per-life reincurence in the LIV
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and the state of t

3.2	substitution for any rights available to him under that policy against the Transferor, to the same rights against the Transferee and the obligations of every such holder under a
	Tagasternad Dalians shall become enforceable (so for as still subsisting) by the Transferse
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	The Transferor shall be entitled to any and all defences claims counterclaims and rights
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5.4

If the novation of any Excluded Policy to the Transferee is procured, the rights and

liabilities relating to such policy shall, to the extent not previously transferred, be

	transferred to the Transferee and such policy shall thereafter be dealt with by the
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	and a Transferred Delieu
	were a Transferred Policy
6.	EFFECTIVE DATE
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#### SCHEME

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	N THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED	
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	IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000	
	SCHEME	

#### **ANNEX 2**

(Draft Final Order)

LIB01/C1JLS/2415138.1 Hogan Lovells

IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION COMPANIES COURT No: [•] of 2011

JUSTICE [●] 2011

IN THE MATTER OF RGA BEINSURANCE UK LIMITED

- and -

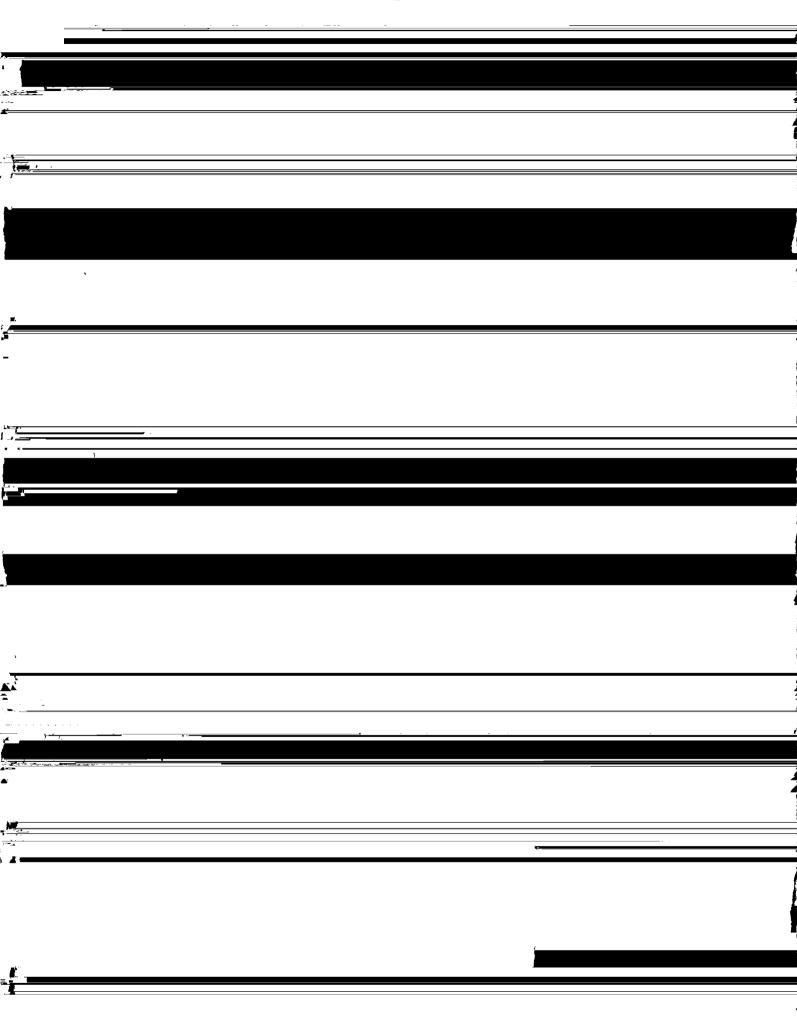
IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

ORDER

**UPON THE APPLICATION** of RGA Reinsurance UK Limited ("RGA Re UK") whose registered office is situated at 16th Floor, 5 Aldermanbury Square, London EC2V 7HR, United Kingdom by the Claim Form presented to this Court on [●] 2011;

AND HOLD MEADING Council for DCA Do TIK and DCA Informational Deingurance Company



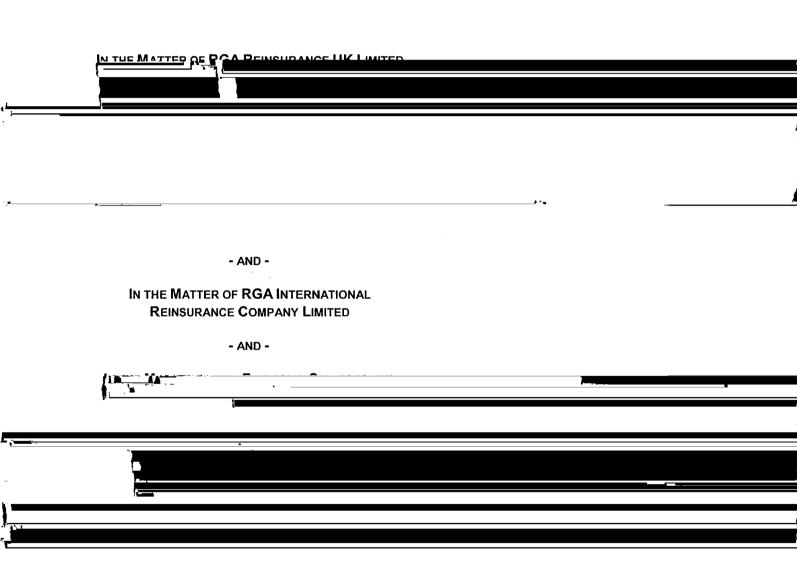
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	Tron	sferred Liabilities nor any other matter provided for by this Order or the Scheme shall:
	Hans	sierred Liabilities flor any other matter provided for by this Order of the Scheme shall.
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	(b)	constitute a breach of, or default under, or require any obligation to be performed
		sooner or later than would have otherwise been the case under, any agreement or
		instrument to which RGA Re UK or RGAI is a party or is bound;
	۲۰ /	فمس المانيونين مما سمطين فسمسوم سوم فسطة مقوسية في المدون والمراق المراق المراق المراق المراق المراق المراق المراق
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## SCHEDULE 1 THE SCHEME

No: [•] of 2011

IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION COMPANIES COURT

JUSTICE [●] 2011



MARKETS ACT 2000

ORDER

#### **ANNEX 3**

(Draft Order for Directions)

LIB01/C1JLS/2415138.1 Hogan Lovells

IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION COMPANIES COURT No: [•] of 2011

Registrar

[•] day of [•] 2011

IN THE MATTER OF

#### **RGA REINSURANCE UK LIMITED**

- and -

IN THE MATTER OF

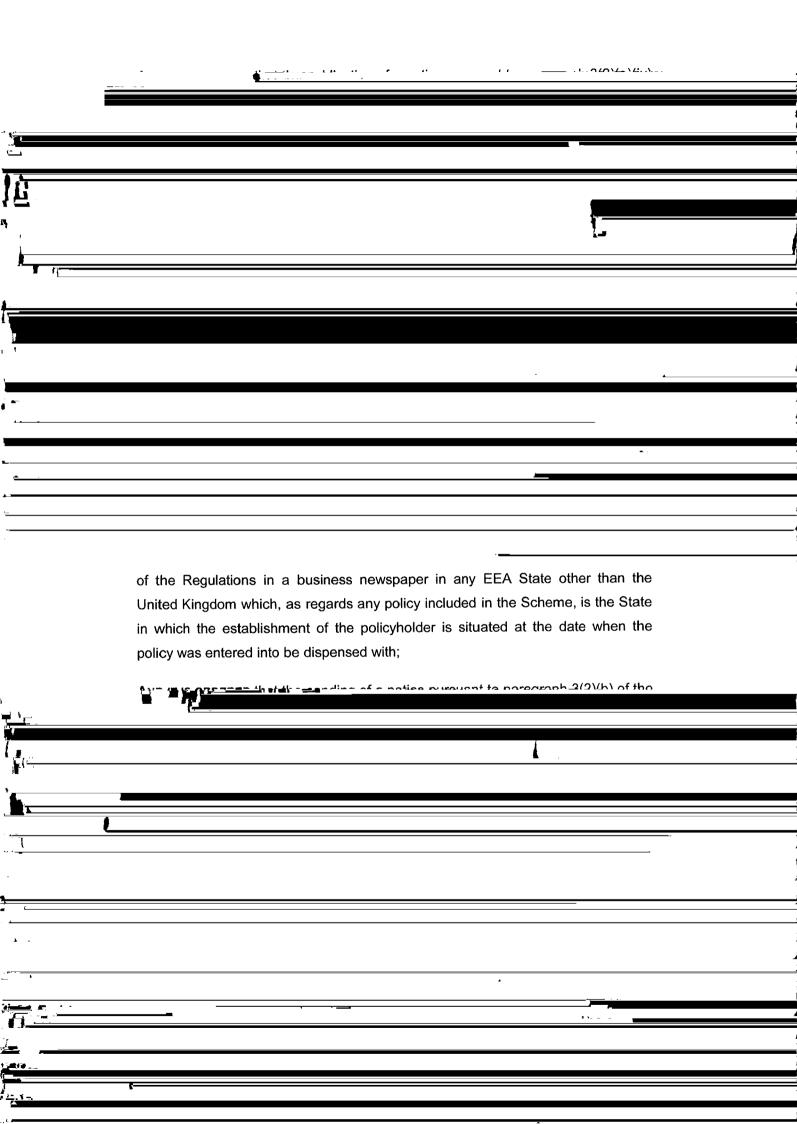
- and -

## IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

#### **ORDER FOR DIRECTIONS**

**UPON THE APPLICATION** made on [●] 2011 by RGA Reinsurance UK Limited ("RGA Re UK"), whose principal place of business is at 16th Floor, Aldermanbury Square, London EC2V 7HR, by the Claim Form dated [●] 2011 (the "Claim Form") for (among other things) the sanctioning of a scheme (the "Scheme")

pursuant to Part VII of the Financial Services and Markets Act 2000 (the "Act");



IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION COMPANIES COURT

### IN THE MATTER OF RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS
ACT 2000

**ORDER FOR DIRECTIONS** 

Hogan Lovells International LLP

Holborn Viaduct London EC1A 2FG

Ref: C1/JLS/TJG

Tel: + 44 (0) 20 7296 2000 Fax: + 44 (0) 20 7296 2001 No:6472 of 2011

IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION

# IN THE MATTER OF RGA REINSURANCE UK LIMITED - AND -THE MATTER OF BC & LATERSAFFORM - AND -N THE MATTED OF THE FINANCIAL SERVICES