



IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Claim No.	
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Details of claim *(continued)*

A copy of each of the Scheme, the draft Fi
Directing is annexed to this Claim Form

and the draft Order for

[REDACTED]

[REDACTED]

ANNEX 1
(Scheme)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No: [●] of 2011

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

SCHEME

Pursuant to Part VII of the Financial Services and Markets Act 2000 for the transfer to RGA

"Excluded Policies"

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

(b) 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"

the Financial Services Authority, or such other governmental statutory or other authority as shall from time

"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 and any proposals for insurance not yet accepted) as at the Effective Date;

"Transferred Liabilities"

all liabilities whatsoever (whether current or future, certain or

3 Any reference to an enactment or a statutory provision includes that enactment or

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 carry out contracts of life and non-life reinsurance in the UK. The Transferee is a

reinsurance company authorised under Part II of Schedule 1 to 3 of the Act to effect and carry

out contracts of life and non-life reinsurance in the UK

- 3.2 On the Effective Date every holder of a Transferred Policy shall become entitled, in 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 Transferred Policy shall become enforceable (as far as still subsisting) by the Transferee.

The Transferor shall be entitled to any and all defences, claims, counterclaims and rights

- 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

were a Transferred Policy

6. EFFECTIVE DATE

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE OF THE SIGNATURE OF THE TRANSFEREE

SCHEME

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- and -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

1

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

ANNEX 2
(Draft Final Order)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No: [●] of 2011

JUSTICE
[●] 2011

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

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 UPON HEARING Counsel for RGA Re UK and RGA International Reinsurance Company

[illegible]

Transferred Liabilities nor any other matter provided for by this Order or the Scheme shall:

(a) constitute or discharge any agreement or other thing;

(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;

(c) constitute or discharge any agreement or other thing;

**SCHEDULE 1
THE SCHEME**

No: [•] of 2011

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

JUSTICE
[•] 2011

IN THE MATTER OF RGA REINSURANCE UK LIMITED

- AND -

IN THE MATTER OF RGA INTERNATIONAL
REINSURANCE COMPANY LIMITED

- AND -

MARKETS ACT 2000

ORDER

ANNEX 3

(Draft Order for Directions)

Registrar

[●] day of [●] 2011

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

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**");

of the Regulations in a business newspaper in any EEA State other than the United Kingdom which, as regards any policy included in the Scheme, is the State in which the establishment of the policyholder is situated at the date when the policy was entered into be dispensed with;

any notice pursuant to paragraph 2(2)(b) of the

**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
Attention: [redacted]

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London EC1A 2FG

Ref: C1/JLS/TJG
Tel: + 44 (0) 20 7296 2000
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No: **6472** of 2011

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

- AND -

IN THE MATTER OF THE FINANCIAL SERVICES