SUMMARY OF THE TRANSFER

SUMMARY OF THE TERMS OF THE TRANSFER OF PART OF THE BUSINESS OF U K INSURANCE LIMITED (UKI) TO INTACT INSURANCE UK LIMITED (IIUK)

1. INTRODUCTION

On 6 September 2023, UKI and IIUK entered into a business transfer agreement to sell UKI's brokered commercial insurance business to IIUK, a subsidiary of Intact Financial Corporation (**Intact**). The business transfer agreement provides for UKI's insurance business and associated partnerships to be transferred to IIUK through a combination of a 100% quota share reinsurance transaction and a form of renewal rights transfer. As part of this transaction, UKI has agreed to transfer part of its insurance business to IIUK (the **Transferred Business**) under a Court sanctioned insurance business transfer scheme (the **Scheme**). The Transferred Business comprises a group of insurance policies written by UKI under the "NIG" and "Farmweb" brands and certain broker brands. This document provides a summary of the key terms of the proposed transfer (the **Transfer**). If you require further information, more detail can be found by reading the Scheme document in full and the report of an independent expert. Both of these are available on our website: https://u-k-insurance.co.uk/nig/part-vii-information.html

2. EFFECT OF THE TRANSFER ON POLICIES TRANSFERRING TO IIUK

If the Transfer goes ahead, IIUK will become the provider in relation to your policy and be responsible for administering it and for making payments under it, instead of UKI. The Transfer will, however, not affect the terms and conditions of your policy other than as necessary to replace references to UKI (and its group) with IIUK (and its group). If your policy is transferred, you will be entitled to the same rights with IIUK under your policy as you had with UKI. You will also see changes in the branding from UKI to IIUK in future communications.

After the Transfer, IIUK will be responsible for making any payments due under the terms of your policy. No additional action is required on your part in relation to payments due from IIUK (for example, you do not need to inform your bank).

3. HOW THE TRANSFER WILL BE IMPLEMENTED

The transfer of the Transferred Business to IIUK is to be carried out under section 111(1) of the Financial Services and Markets Act 2000 (the **Act**). The Transfer will not proceed unless an order sanctioning the Scheme is given by the High Court of Justice of England and Wales (the **Court**).

4. COURT APPROVAL OF THE TRANSFER

If the Court approves the Scheme, the Transferred Business will transfer from UKI to IIUK.

It is expected that the Transfer will become effective at 00:01 (London time) on 1 April 2026 (the **Transfer Date**). This date may be subject to change with the Court's consent. If there is any change in the Court hearing date and/or the proposed Transfer Date this information will be noted on the companies' websites.

5. THE BUSINESS TO BE TRANSFERRED

On the Transfer Date, all rights, benefits, obligations and liabilities of UKI in respect of the Transferred Business (unless specifically excluded) will transfer to IIUK.

The reinsurance contracts and distribution agreements relating to certain policies comprised in the Transferred Business will be transferred on the Transfer Date, along with the documents, files and other records in relation to the Transferred Business held by or on behalf of UKI to the extent such things have not already transferred.

6. EXCLUDED POLICIES AND EXCLUDED LIABILITIES

If for any reason we are unable to transfer any policy or group of policies intended to be transferred on the Transfer Date, these will be reinsured under a reinsurance agreement between UKI and IIUK and will not be transferred to IIUK.

7. CONTINUITY OF PROCEEDINGS

Any proceedings by or against UKI in relation to the Transferred Business (including any complaints made to any ombudsman, any future proceedings not yet begun and any unsatisfied judgements or awards made against UKI before the Transfer Date) will be continued by or remain enforceable against IIUK after the Transfer Date. IIUK will be entitled to any and all defences, claims, counterclaims, rights of set-off and any other rights that UKI would have had.

IIUK will comply, in relation to complaints made to the United Kingdom's Financial Ombudsman Service (the **FOS**), with the procedures and rules governing such complaints and any direction, award or settlement made by the FOS, provided such compliance is compatible with any rules issued by the Prudential Regulation Authority.

8. DATA PROTECTION

From the Transfer Date, IIUK will become the data controller in relation to the personal data comprised in the Transferred Business, of which UKI was a data controller immediately prior to the Transfer Date (except in limited circumstances where UKI continues to process that personal data after the Transfer Date, such as for the purposes of responding to any enquiries made by Policyholders after the Transfer Date in respect of matters occurring prior to the Transfer Date, in which case UKI and IIUK shall both be separate (and not joint) data controllers) of that personal data. Additionally, from the Transfer Date, consents and information given to UKI by data subjects of that personal data will be deemed to have been given to IIUK.

9. MANDATES AND OTHER INSTRUCTIONS

From the Transfer Date, any mandates, including direct debits, standing orders or other instructions or authorities, payable to or from UKI in respect of the Transferred Business will be payable to or from IIUK instead.

10. AMENDMENT OF THE SCHEME

The Scheme provides that it may be amended, at any time after it has been approved by the Court, by application to the Court, provided that the Prudential Regulation Authority (the **PRA**) and Financial Conduct Authority (the **FCA**) have been notified of the application and a certificate is obtained from an independent expert who is approved by the PRA (having consulted with the FCA), confirming that in their opinion (having considered the proposed amendments in the round), the proposed amendments to the Scheme will not have a material adverse effect on the Policyholders of the Transferee.

11. OBJECTIONS

If you feel you may be adversely affected by the proposed transfer, you have the right to object and to present your views to Court. You can also choose to be represented at Court if you prefer. Should you wish to be present or be represented at Court to present your views at the hearing please inform UKI, in writing, of your intention to attend the hearing so that UKI can inform you of any changes to the date and time of the hearing.

If you do wish to object, you can contact UKI's dedicated helpline 03452460379 (or +44 3452460379 if calling from outside the UK), email UKI at queries@partvii.uk-insurance.co.uk or write to UKI at: Part VII Mailbox, Bromley Processing Centre, Churchill Court, Westmoreland Road, Kent, BR1 1DP. UKI will acknowledge, in writing, all objections they receive. UKI will submit details of all objections received to the Court, which will consider the Scheme and all objections from affected persons on 25 February 2026.

12. JERSEY

This summary applies equally to the equivalent scheme in Jersey, although in the context of this scheme:

- the transfer will be carried out pursuant to the Insurance Business (Jersey) Law 1996;
- the relevant court will be the Royal Court of Jersey;
- the relevant regulator will be the Jersey Financial Services Commission;
- you may object to the Royal Court of Jersey in person, by legal representative or in writing to the Royal Court of Jersey, Royal Court House, Royal Square, St Helier, Jersey JE1 1BA; and
- the Royal Court of Jersey will consider the Jersey scheme and all objections from affected persons at 10am on 5 March 2026.