

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(Samedi Division)

IN THE MATTER OF THE REPRESENTATION OF

U K INSURANCE LIMITED

First Representor

and

INTACT INSURANCE UK LIMITED

Second Representor

AND IN THE MATTER OF AN APPLICATION PURSUANT TO ARTICLE 27 OF AND

SCHEDULE 2 TO THE INSURANCE BUSINESS (JERSEY) LAW 1996

REPRESENTATION

1. Purpose of the Representation

This Representation relates to the proposed scheme (the **Jersey Scheme**, a copy of which is annexed to this Representation) for the transfer of certain general insurance business carried on in or from within Jersey (as defined in Article 1(1) of the Insurance Business (Jersey) Law 1996 (the **Insurance Law**), from U K Insurance Limited (the **Transferor**) to Intact Insurance UK Limited (the **Transferee**). The Jersey Scheme is intended to transfer such general insurance business from the Transferor to the Transferee (together the **Representors**) on the same terms as the terms of the insurance business transfer scheme pursuant to Part VII of the Financial Services and Markets Act 2000 (the **FSMA**) filed with the High Court of England and Wales (the **High Court**) around 8 October 2025 for its approval (the **UK Scheme**). The terms of the UK Scheme are incorporated into the Jersey Scheme as Schedule 1 to the Jersey Scheme.

2. Interpretation

Words and expressions used in this Representation, which are defined in the Jersey Scheme or the UK Scheme, shall bear the same meanings herein (save where they are expressly defined herein) unless the context otherwise requires.

3. Introduction

- (a) The Transferor was incorporated in England and Wales on 6 August 1974 and its registered number is 01179980. The Transferor was incorporated with the name, Ultra Keen Recovery Limited, but changed its name to Ultra Keen Recovery Insurance Limited on 27 October 1978, and to Ultra Keen Insurance Limited on 21 November 1980. It has been known as U K Insurance Limited since 8 December 1987.
- (b) The Transferor is a wholly owned subsidiary of Direct Line Insurance Group plc. Direct Line Insurance Group plc is a wholly owned subsidiary of Aviva plc as a result of Aviva plc's acquisition of the Direct Line Group, which took effect on 1 July 2025.
- (c) The Transferee was originally constituted by a deed of settlement dated 31 May 1845, and re-registered as an unlimited liability company on 1 November 1862. On 19 June 1907 the Transferee was registered as a limited liability company, and its registered number is 00093792. The Transferee was incorporated with the name Royal Insurance Public Limited Company, but changed its name on 1 November 1997 to Royal & Sun Alliance Insurance Plc, and to Royal & Sun Alliance Insurance Limited on 2 June 2021. It has been known as Intact Insurance UK Limited since 19 August 2025.

- (d) The Transferee's ultimate parent company is Intact Financial Corporation, a company registered in Canada. At a local, UK level, the Transferee is a member of the RSA Insurance Group headed by RSA Insurance Group Limited and its immediate parent is Royal Insurance Holdings Limited.
- (e) Each of the Representors is an insurance company carrying on general insurance business from the UK to which the FSMA applies and each holds an authorisation under the FSMA.
- (f) Each of the Representors also holds a Category A permit to carry on general insurance business under the Insurance Law.
- (g) The transfer of the Transferring Business conducted by the Transferor will proceed pursuant to the UK Scheme, subject to approval being granted by the High Court.
- (h) The transfer of the Transferring Jersey Business is proposed pursuant to the terms of the Jersey Scheme in accordance with the provisions of Article 27 of and Schedule 2 to the Insurance Law, which requires the sanction of the Royal Court of Jersey (the **Court**) to any scheme under which the whole or part of the insurance business of a permit holder is to be transferred to an insurance company or other permit holder.
- (i) The Transferor and Transferee entered into a business transfer agreement on 6 September 2023 as amended and restated on 01 May 2024 (the **Business Transfer Agreement**) for the sale of the Transferor's brokered commercial insurance business (the **Insurance Business**) to the Transferee. The Insurance Business comprises the brokered commercial lines insurance and coinsurance business carried out by the Transferor. The Transferor shall retain the back book in relation to business written and earned by the Insurance Business prior to 1 October 2022 pursuant to certain reinsurance arrangements.
- (j) The Transferor and Transferee also entered into a quota share reinsurance agreement dated 6 September 2023 as amended and restated on 1 May 2024 and 30 June 2025 (the **Quota Share Reinsurance Agreement**) relating to the reinsurance of new and certain existing business of the Insurance Business (the **QS Portfolio**). The Quota Share Reinsurance Agreement took effect from 01 October 2023 (the **Risk Transfer Date**) and is intended to continue until the completion of the Transfer or until the Transferor ceases to have any further liability under the covered policies.

- (k) Pursuant to the Business Transfer Agreement, the Insurance Business and associated partnerships are transferred to the Transferee through a combination of a 100% quota share reinsurance transaction and a form of renewal rights transfer. As a result, the economic risk and reward in relation to the Insurance Business are transferred to the Transferee with effect from the Risk Transfer Date. The purpose of the Jersey Scheme and the UK Scheme is to effect the legal transfer to the Transferee, noting the economic risk has already been transferred.
- (l) The UK Scheme has the effect that:
 - (i) if the transfer of any Transferring Jersey Policies pursuant to the Jersey Scheme is sanctioned by the Court, with effect from the Jersey Transfer Date, such policies shall be treated for all purposes of the UK Scheme as if they were Transferring Policies with effect from the Transfer Date and, to the extent necessary to comply with the FSMA, shall also be transferred pursuant to the terms of the UK Scheme; and
 - (ii) if the Court does not sanction the transfer of any Transferring Jersey Policies pursuant to the Jersey Scheme despite having jurisdiction to do so, or if the Jersey Scheme is sanctioned by the Court but the transfer of any Transferring Jersey Policies does not become effective by the Jersey Transfer Date, then such policies shall, with effect from the Transfer Date, be deemed to be Excluded Policies under the UK Scheme and shall be reinsured by the Transferee as Excluded Policies as provided for under the terms of the UK Scheme. Such Excluded Policies shall cease to be Excluded Policies under the UK Scheme, and shall cease to be so reinsured to the Transferee, on the relevant Subsequent Transfer Date.
 - (iii) Each of the Representors has agreed to appear by counsel at the hearing of this Representation to sanction the Jersey Scheme and undertake to be bound thereby and to execute all such documents and to do all such acts and things as may be necessary or expedient to be executed or done by it for the purposes of giving effect to the Jersey Scheme.

4. Independent Actuary's Report

Pursuant to paragraph 3 of Schedule 2 to the Insurance Law, an independent actuary, Stewart Mitchell of Lane Clark & Peacock LLP, has prepared a report in relation to the UK Scheme and the Jersey Scheme (the **Independent Actuary's Report**), which confirms that his conclusions in relation to the UK Scheme apply equally to the Jersey Scheme.

5. Notices and Availability of Documents

- (a) In accordance with the requirements of paragraph 4(a) of Schedule 2 to the Insurance Law, a notice of the presentation of this Representation containing the prescribed information will be published in the Jersey Gazette.
- (b) In accordance with the requirements of paragraph 4(c) of Schedule 2 to the Insurance Law, a copy of this Representation, the Independent Actuary's Report and the Policyholder Pack (as defined below) will be served on the Jersey Financial Services Commission (the **JFSC**) at least 21 days before the Representors seek an order sanctioning the Jersey Scheme.
- (c) In accordance with the requirements of paragraphs 4(d) and 5 of Schedule 2 to the Insurance Law, copies of this Representation and the Independent Actuary's Report will be made available:
 - (i) for inspection at the offices of Maurant Ozannes (Jersey) LLP, 22 Grenville Street, St Helier, Jersey JE4 8PX for a period of not less than 21 days beginning with the date of the first publication of the notice referred to in paragraph (a) above; and
 - (ii) for collection at any time before the grant of an order sanctioning the Jersey Scheme.

6. Notification of Policyholders and Members

- (a) Paragraph 4(b) of Schedule 2 to the Insurance Law requires that, except where the Court has otherwise directed, a statement setting out the terms of the Jersey Scheme and containing a summary of the Independent Actuary's Report sufficient to indicate the opinion of the actuary on the likely effects of the Jersey Scheme on the policyholders of the Representors be sent to:
 - (i) each of the policyholders of the Representors; and
 - (ii) every member of the Representors,(the **Paragraph 4(b) Requirement**).
- (b) The Paragraph 4(b) Requirement, in this case, means that the required statement should (except where the Court has otherwise directed) comprise the following:
 - (i) a complete copy of the Jersey Scheme;
 - (ii) a complete copy of the UK Scheme which is incorporated in the Jersey Scheme; and

- (iii) a sufficient summary of the Independent Actuary's Report.
- (c) The Paragraph 4(b) Requirement, in this case, also means that such statement should (except where the Court has otherwise directed) be sent to the following different classes of persons:
 - (i) every member of the Representors;
 - (ii) each of the policyholders of policies of the Transferor, including persons who hold or have an interest in policies issued as part of the business conducted by the Transferor in or from within Jersey; and
 - (iii) each of the policyholders of policies of the Transferee, including persons who hold or have an interest in policies issued as part of the business conducted by the Transferee in or from within Jersey.
- (d) Subject to the directions of the Court, it is intended that the Representors will use reasonable endeavours to send a notification (each a **Policyholder Pack**) to the Notified Policyholders (as defined in paragraph 6(f) below). Every Policyholder Pack will include information relating to the Jersey Scheme, including a statement indicating that policyholders have a right to object to the Jersey Scheme.
- (e) Subject to the directions of the Court, it is intended that the Policyholder Pack will consist of:
 - (i) a covering letter explaining the Representors' intention to transfer business from the Transferor to the Transferee; and
 - (ii) an information booklet describing the proposed transfer, containing:
 - (1) a Q&A section;
 - (2) a summary of the key elements of the UK Scheme and a confirmation that such summary applies equally to the terms of the Jersey Scheme;
 - (3) a summary of the Independent Actuary's Report; and
 - (4) a copy of the legal notice relating to the UK Scheme.
- (f) Subject to the directions of the High Court and the Court, it is intended that the Transferor will use reasonable endeavours to send (directly or via its directly authorised brokers) a Policyholder Pack to each policyholder of the Transferor whose policy is transferring pursuant to the Jersey or UK Scheme, subject to the qualifications in paragraphs 54 – 56 of the first witness statement of David Innes (the **First Transferor Witness Statement**) signed in connection with the UK

Scheme (each a **Notified Policyholder** and together the **Notified Policyholders**). The Notified Policyholders will include persons who hold or have an interest in policies issued as part of the business carried on in or from within Jersey by the Transferor but, for the reasons explained in paragraphs 54 – 56 of the First Transferor Witness Statement, may not be all such policyholders. Subject to the directions of the High Court and the Court, it is intended that the Transferee will not send (directly or via its directly authorised brokers) a Policyholder Pack to any policyholder of the Transferee.

7. Directions - Content of the Policyholder Pack

The Representors accordingly apply for directions dispensing with the Paragraph 4(b) Requirement in relation to the content of the Policyholder Pack on the grounds that:

- (a) sending a complete copy of the Jersey Scheme and the UK Scheme would not generally be helpful to policyholders because of the length and technical nature of those documents;
- (b) the content of the Policyholder Pack is sufficient for these purposes because it contains a summary of the terms of the UK Scheme and the Independent Actuary's conclusions in relation to the UK Scheme, as well as a statement to the effect that the Jersey Scheme will be implemented in Jersey on substantially the same terms as are contained in the UK Scheme and that the Independent Actuary's assessment and conclusions in relation to the UK Scheme apply equally to the Jersey Scheme;
- (c) copies of this Representation, including the Jersey Scheme and the UK Scheme incorporated therein, and the Independent Actuary's Report will be made available:
 - (i) for inspection at the offices of Maurant Ozannes (Jersey) LLP, 22 Grenville Street, St Helier, Jersey JE4 8PX for a period of not less than 21 days beginning with the date of the first publication of the notice referred to in paragraph 5(a) above;
 - (ii) for collection at any time before the grant of an order sanctioning the Jersey Scheme;
- (d) the Representors will make available a complete copy of the Jersey Scheme, the UK Scheme and the Independent Actuary's Report, amongst other documents, on the Transferor's website at www.u-k-insurance.co.uk/nig/symphonytransfer and on the Transferee's website at <https://www.intactinsurance.co.uk/intactuki-partvii-transfer> and
- (e) the Representors will send a complete copy of the Jersey Scheme, the UK Scheme and the Independent Actuary's Report to any policyholder who requests a copy.

8. Directions - Recipients of the Policyholder Pack

The Representors also apply for directions dispensing with the Paragraph 4(b) Requirement in relation to the recipients of the Policyholder Pack on the grounds that:

- (a) the member of the Transferor does not need to be sent a statement as required by paragraph 4(b) of Schedule 2 to the Insurance Law or the Policyholder Pack, on the basis that they are already aware of the Jersey Scheme;
- (b) it is not proposed to send the Policyholder Pack to policyholders of the Transferor whose policies will not transfer under the Jersey or UK Scheme for the reasons explained in paragraphs 59 to 64 of the First Transferor Witness Statement;
- (c) policyholders of the Transferee do not need to be sent a statement as required by paragraph 4(b) of Schedule 2 to the Insurance Law or the Policyholder Pack, for the reasons explained at paragraphs 41 – 42.20 of the first witness statement of Kenneth Michael Norgrove;
- (d) the Transferor will use reasonable endeavours to send the Policyholder Pack to the Notified Policyholders described in paragraph 6(f) above (which excludes certain categories of policyholder, as detailed in the First Transferor Witness Statement, for example, where brokers do not respond, are not currently trading or do not have a current registration on Financial Conduct Authority's financial services register);
- (e) the Transferee will use reasonable endeavours to send the Policyholder Pack to its sole member; and
- (f) other policyholders of the Representors may also become aware of the proposals pursuant to the UK Scheme and the Jersey Scheme because:
 - (i) a notice containing the prescribed information in relation to the Jersey Scheme will be published in the Jersey Gazette as described in paragraph 5(a) above;
 - (ii) a notice in the form approved by the UK Prudential Regulation Authority (in consultation with the Financial Conduct Authority) stating that an application pursuant to Part VII of the FSMA has been made shall be published in the London Gazette, the Edinburgh Gazette and the Belfast Gazettes, and in The Times, The Sun, The Metro, The Daily Mail, The Insurance Post, The Farmers Guardian and The Construction News; and

- (iii) a copy of this Representation, the Independent Actuary's Report, the UK Scheme, the Jersey Scheme, the Jersey Gazette Notice, and the Policyholder Pack (including a summary of the UK Scheme and a summary of the Independent Actuary's Report) will also be available online at www.u-k-insurance.co.uk/nig/symphonytransfer , and on the Transferee's website at <https://www.intactinsurance.co.uk/intactuki-partvii-transfer>

WHEREFORE THE REPRESENTORS PRAY THAT THIS HONOURABLE COURT DO MAKE THE FOLLOWING ORDERS:

- (a) THAT service of a statement as required by paragraph 4(b) of Schedule 2 to the Insurance Law upon each of the policyholders and on each member of each Representor be dispensed with;
- (b) THAT such other interim Order(s) be made as this Honourable Court shall deem appropriate;
- (c) THAT an Order be made pursuant to Schedule 2 of the Insurance Law sanctioning the Jersey Scheme;
- (d) THAT the Representors do within ten days from the date of such Order referred to in paragraph (c) above, or such longer period as the JFSC may allow, deposit two office copies of such Order with the JFSC; and
- (e) THAT such other Order(s) be made as this Honourable Court shall deem appropriate.

Dated this _____ day of _____ 2025.

Advocate for the Representors

The Representors' Address for Service:
Mourant Ozannes (Jersey) LLP
22 Grenville Street
St Helier
Jersey

Our ref: 8073286/254654545/9

Annex

Jersey Scheme

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(Samedi Division)

IN THE MATTER OF

U K INSURANCE LIMITED

- and -

INTACT INSURANCE UK LIMITED

**AND IN THE MATTER OF AN APPLICATION PURSUANT TO ARTICLE 27 OF AND
SCHEDULE 2 TO THE INSURANCE BUSINESS (JERSEY) LAW 1996**

JERSEY SCHEME

**pursuant to Article 27 of and Schedule 2 to the Insurance Business (Jersey) Law 1996
for the transfer of certain general insurance business of (1) U K Insurance Limited to (2)
Intact Insurance UK Limited**

1. Interpretation

Definitions

- 1.1 In this scheme (the **Jersey Scheme**), unless inconsistent with the subject or context, the following expressions have the following meanings:

Excluded Jersey Assets means any and all assets of the Transferor other than the Transferring Jersey Assets and the Residual Jersey Assets, and such Excluded Jersey Assets shall include:

- (a) the rights of the Transferor to any defences, claims, counterclaims, defences to counterclaims and rights of set-off to the extent related to the Excluded Jersey Liabilities;
- (b) the right, benefits and property of the Transferor under or relating to the Excluded Jersey Policies;
- (c) any Tax reliefs or other assets in respect of Tax of the Transferor (including amounts received or receivable by the Transferor in respect of insurance premium tax for which the Transferor is required to account to the relevant tax authority); and
- (d) any property of the Transferor that would be comprised in the Transferring Jersey Assets but where the Transferor and the Transferee agree in writing prior to the Jersey Transfer Date that it should not be transferred pursuant to this Jersey Scheme;

Excluded Jersey Liabilities means:

- (a) any Losses which arise out of or in connection with acts or omissions of the Transferor or any member of the Transferor's Group (or any of their directors, officers, employees, contractors, agents or appointed representatives, or any person for whose acts or omissions the Transferor may be, become or have been, responsible) during the period prior to the Jersey Transfer Date, other than to the extent any such Losses which arise out of or in connection with any acts or omissions of a member of the Transferee's Group, comprising any Losses arising out of or in connection with:
 - (i) any breach of the Transferring Jersey Policies;
 - (ii) any breach of Applicable Law in respect of any Transferring Jersey Policy;
 - (iii) any penalty or fine in respect of any Transferring Jersey Policy; or
 - (iv) any penalty or fine, or any programme of outreach, review, redress, restitution, remediation or compensation payable by any member of the Transferor's Group either voluntarily in connection with legal or regulatory obligations or in accordance with Applicable Law, in connection with the sale, marketing, pricing, administration, distribution or carrying out of any of the Transferring Jersey Policies; or
 - (v) in connection with limbs (i), (ii), (iii) or (iv) above, any legal, regulatory or administrative proceedings or steps including arbitration, mediation, any other dispute resolution procedure, any judicial, quasi-judicial, administrative or regulatory review or process, any investigations or reviews or requests or similar carried out at the direction or requirement of any applicable regulator, or any complaint or claim to any ombudsman;
- (b) any liabilities of the Transferor under or arising from the Jersey Scheme;

- (c) save as expressly agreed in writing between the Transferor and the Transferee prior to the Jersey Transfer Date, any Losses of the Transferor in respect of Taxation;
- (d) any Losses that would be comprised in the Transferring Jersey Liabilities but which the Transferor and the Transferee agree in writing, prior to the date on which the Royal Court grants a Jersey Order which sanctions the Jersey Scheme, shall not be transferred to the Transferee;
- (e) any Losses arising as a result of, or in connection with, any fraud by the Transferor or any member of the Transferor's Group or any of their directors, officers, employees, contractors, agents or appointed representatives; and
- (f) any and all liabilities of the Transferor under or relating to the Excluded Jersey Policies,

(and **Excluded Jersey Liability** shall mean any one of them);

Excluded Jersey Policies means any Jersey Policies which are Excluded Policies, and any Jersey Policies comprised in the Transferring Jersey Policies under which any liability remains unsatisfied or outstanding at the Jersey Transfer Date which are not otherwise capable of being transferred pursuant to Article 27 of, and Schedule 2 to, the Jersey Law at the Jersey Transfer Date;

Existing Jersey Policies means the Existing Policies that are Jersey Policies;

Jersey Law means the Insurance Business (Jersey) Law 1996;

Jersey Order means an order made by the Royal Court pursuant to Article 27 of and Schedule 2 to the Jersey Law sanctioning this Jersey Scheme and any order (including any subsequent order, which is ancillary thereto) in relation to this Jersey Scheme made by the Royal Court pursuant to Schedule 2 to the Jersey Law;

Jersey Transfer Date means the time and date ascribed to it in paragraph 4.1 of this Jersey Scheme;

JFSC means the Jersey Financial Services Commission;

Quota Share Jersey Policies means the Quota Share Policies which are Jersey Policies;

Rejected Jersey Policies means the Rejected Policies which are Jersey Policies;

Residual Jersey Assets means:

- (a) any property of the Transferor that would be comprised in the Transferring Jersey Business (including any right, benefit or power of the Transferor under any Transferring Jersey Policy) but for a refusal by the Royal Court to order the transfer to the Transferee under Article 27 of, and Schedule 2 to, the Jersey Law at the Jersey Transfer Date;
- (b) any other property of the Transferor that would be comprised in the Transferring Jersey Business (including any right, benefit or power under a Transferring Jersey Policy) but for any agreement between the Transferor and the Transferee prior to the Jersey Transfer Date that its transfer should be delayed or should not be transferred at all;
- (c) any property of the Transferor that would be comprised in the Transferring Jersey Business (including any right, benefit or power under a Transferring Jersey Policy) but for the fact that it is outside the jurisdiction of the Royal Court or in respect of which the transfer pursuant to an order of the Royal Court is not recognised by the laws of the jurisdiction in which the property is situated or in respect of which

further steps are necessary to effect the transfer pursuant to the laws of the jurisdiction in which such property is situated;

- (d) any property of the Transferor that would be comprised in the Transferring Jersey Business (including any right, benefit or power under a Transferring Jersey Policy) but which cannot be transferred to or vested in the Transferee on the Jersey Transfer Date for any other reason; or
- (e) 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 Jersey Transfer Date but prior to any relevant Subsequent Jersey Transfer Date in respect of any such property referred to in paragraphs (a) to (d) of this definition;

Residual Jersey Liability means any liability of the Transferor:

- (a) that is attributable to or connected with a Residual Jersey Asset (including any right, benefit or power under a Transferring Jersey Policy) and arises at any time before the Subsequent Jersey Transfer Date applicable to that Residual Jersey Asset;
- (b) that would be comprised in the Transferring Jersey Business but for the refusal by the Royal Court to order the transfer to the Transferee under Article 27 of, and Schedule 2 to, the Jersey Law on the Jersey Transfer Date;
- (c) that would be comprised in the Transferring Jersey Business but for the fact that it cannot be transferred to or vested in the Transferee for any other reason on the Jersey Transfer Date; or
- (d) that would be comprised in the Transferring Jersey Business (including any right, benefit or power under a Transferring Jersey Policy) but for any agreement between the Transferor and the Transferee prior to the Jersey Transfer Date that its transfer should be delayed;

but for the avoidance of doubt excluding the Excluded Jersey Liabilities;

Royal Court means the Royal Court of Jersey;

Subsequent Jersey Transfer Date means, in relation to any Residual Jersey Asset, Excluded Jersey Policy or Residual Jersey Liability, the date (and each date) after the Jersey Transfer Date on which such Residual Jersey Asset, Excluded Jersey Policy or Residual Jersey Liability is transferred to the Transferee, namely:

- (a) in respect of any Residual Jersey Asset falling within paragraph (a), (c) or (d) of the definition of Residual Jersey Assets, and of any Residual Jersey Liability which is attributable to or connected with that Residual Jersey Asset or which falls within paragraph (b) or (c) of the definition of Residual Jersey Liability, the date on which any impediment to its transfer shall have been removed or overcome;
- (b) in respect of any Residual Jersey Asset falling within paragraph (b) of the definition of Residual Jersey Assets and of any Residual Jersey Liability falling within paragraph (d) of the definition of Residual Jersey Liability which is attributable to or connected with that Residual Jersey Asset, the date on which the relevant Transferor and Transferee agree the transfer should take effect; and
- (c) in respect of any Residual Jersey Asset falling within paragraph (e) of the definition of Residual Jersey Assets, the Business Day after the date on which such Residual Jersey Asset is received by the Transferee in accordance with paragraph 8.3 of the UK Scheme, as deemed part of this Jersey Scheme pursuant to paragraph 3.1 of this Jersey Scheme; or

- (d) in respect of any Excluded Jersey Policy, the date on which all consents, orders, permissions or other requirements for the transfer or novation of such Excluded Jersey Policy are obtained, or are no longer required or are dispensed with by Order of the Royal Court;

Transferring Jersey Assets means all or any Transferring Assets relating to or forming part of the Transferring Jersey Business immediately prior to the Jersey Transfer Date but excluding the Excluded Jersey Assets and, prior to the applicable Subsequent Jersey Transfer Date, the Residual Jersey Assets and any rights, benefits and property under or relating to the Excluded Jersey Policies;

Transferring Jersey Business means all or any of the Transferring Business carried on in or from within Jersey, comprising the Transferring Jersey Policies, the Transferring Jersey Assets, the Transferring Jersey Liabilities and, following each Subsequent Jersey Transfer Date, the relevant Residual Jersey Asset or Residual Jersey Liability, but excluding the Rejected Jersey Policies;

Transferring Jersey Liabilities means all or any Transferring Liabilities to the extent arising from or relating to the Transferring Jersey Business, but excluding the Excluded Jersey Liabilities and, prior to each Subsequent Transfer Date, the relevant Residual Jersey Liabilities;

Transferring Jersey Policies means the Transferring Policies that are Jersey Policies, but excluding the Excluded Jersey Policies (until the Subsequent Jersey Transfer Date as applicable) and excluding the Rejected Jersey Policies (in perpetuity);

Transferring Jersey Reinsurance Contracts means all or part of any contracts of reinsurance, together with any security arrangements or letters of credit which have been arranged by the relevant reinsurer for the benefit of the Transferor or to which the Transferor is a party, which cover any part or all of any of the Transferring Jersey Policies as at or prior to the Jersey Transfer Date, including those which have expired but in respect of which claims have been brought or may be brought as contained in the list in Agreed Form in accordance with the Reinsurance Protocols;

UK Scheme means the insurance business transfer scheme pursuant to Part VII of the Financial Services and Markets Act 2000 for, *inter alia*, the transfer of certain general insurance business of the Transferor to the Transferee, a copy of which is contained in the Schedule to this Jersey Scheme, as it may be varied or amended from time to time in accordance with its terms.

- 1.2 Other words and expressions used as defined terms in this Jersey Scheme shall bear the meanings given to them in the UK Scheme.
- 1.3 Subject to paragraph 1.2 above and except where the context requires otherwise, words and expressions used in the Jersey Law or in any regulations made under it shall have the same meanings in this Jersey Scheme.

Headings

- 1.4 Headings in this Jersey Scheme are inserted for convenience only and shall not affect its construction.

References

- 1.5 Any reference in this Jersey Scheme to "the incorporated terms of the UK Scheme" shall be read to mean "the same terms as the terms of the UK Scheme as incorporated into this Jersey Scheme" in accordance with section 3 of this Jersey Scheme.

- 1.6 Any reference in this Jersey Scheme to an enactment, statutory provision or regulations shall be deemed to include a reference to the enactment or statutory provision or those regulations as from time to time amended, consolidated, modified, replaced or re-enacted by any statute or statutory provision.
- 1.7 Any reference to the singular includes a reference to the plural and vice versa. Any reference to he, she or it includes the others.
- 1.8 Any reference to a time of day is a reference, unless otherwise expressly specified, to London time.
- 1.9 Any reference to this Jersey Scheme shall include the Schedule hereto.

2. Introduction

- 2.1 U K Insurance Limited (the **Transferor**) was incorporated in England and Wales on 6 August 1974 and is a UK authorised person as defined in section 105(8) of FSMA.
- 2.2 Intact Insurance UK Limited (the **Transferee**) was originally constituted by a deed of settlement dated 31 May 1845, and re-registered as an unlimited liability company on 1 November 1862. On 19 June 1907 the Transferee was registered as a limited liability company in England and Wales, and is a UK authorised person as defined in section 105(8) of FSMA.
- 2.3 The Transferor and the Transferee each hold a Category A permit to carry on general insurance business under the Jersey Law.
- 2.4 It is proposed that, by Order of the Royal Court in accordance with Article 27 of, and Schedule 2 to, the Jersey Law, the Transferring Jersey Business shall be transferred to the Transferee on the Jersey Transfer Date on the same terms as the terms of the UK Scheme governing the transfer of the Transferring Business to the Transferee and as if the Transferring Jersey Business were part of the Transferring Business as defined in the UK Scheme.
- 2.5 The UK Scheme has the effect that:
- (a) if the transfer of any Transferring Jersey Policies is sanctioned by the Royal Court pursuant to this Jersey Scheme with effect from the Jersey Transfer Date, such policies shall be treated for all purposes of the UK Scheme as if they were Transferring Policies of the Transferor with effect from the Transfer Date and, to the extent necessary to comply with Part VII of the FSMA, shall also be transferred pursuant to the terms of the UK Scheme; and
 - (b) if the Royal Court does not sanction the transfer of any Transferring Jersey Policies pursuant to this Jersey Scheme, despite having the jurisdiction to do so, or if this Jersey Scheme is sanctioned by the Royal Court but the transfer of any Transferring Jersey Policies does not become effective by the Jersey Transfer Date, then such policies shall, with effect from the Transfer Date, be deemed to be Excluded Policies under the UK Scheme and shall be reinsured by the Transferee as Excluded Policies as provided for under the terms of the UK Scheme. Such policies shall cease to be Excluded Policies under the UK Scheme, and shall cease to be so reinsured to the Transferee, on the relevant Subsequent Transfer Date.
- 2.6 Each of the Transferor and Transferee have agreed to appear by Counsel at the hearing of the Representation to sanction this Jersey Scheme and undertake to be bound thereby and to execute all such documents and to do all such acts and things as may be necessary or expedient to be executed or done by it for the purposes of giving effect to this Jersey Scheme.

3. Incorporation of the UK Scheme

3.1 Save as otherwise set out in this Jersey Scheme, the terms of Part C (*Transfer of the Business*) of the UK Scheme shall be deemed to be part of this Jersey Scheme as if reproduced herein mutatis mutandis. For this purpose, the following definitions of the UK Scheme shall be read and construed as follows:

- (a) Excluded Assets shall be read as Excluded Jersey Assets;
- (b) Excluded Liabilities shall be read as Excluded Jersey Liabilities;
- (c) Excluded Policies shall be read as Excluded Jersey Policies;
- (d) Existing Policies shall be read as Existing Jersey Policies;
- (e) Order shall be read as Jersey Order;
- (f) Policy shall be read as Jersey Policy;
- (g) Quota Share Policies shall be read as Quota Share Jersey Policies;
- (h) Residual Assets shall be read as Residual Jersey Assets;
- (i) Residual Liability shall be read as Residual Jersey Liability;
- (j) Scheme shall be read as Jersey Scheme;
- (k) Subsequent Transfer Date shall be read as Subsequent Jersey Transfer Date;
- (l) Transfer Date shall be read as Jersey Transfer Date;
- (m) Transferring Assets shall be read as Transferring Jersey Assets;
- (n) Transferring Business shall be read as Transferring Jersey Business;
- (o) Transferring Liabilities shall be read as Transferring Jersey Liabilities;
- (p) Transferring Policies shall be read as Transferring Jersey Policies;
- (q) Transferring Reinsurance Contracts shall be read as Transferring Jersey Reinsurance Contracts;

3.2 In the UK Scheme deemed to be part of this Jersey Scheme as if reproduced herein mutatis mutandis:

- (a) paragraph 3.2 shall be deleted;
- (b) in paragraph 6.1, the words "including those that fall within limb (b) of the definition of Excluded Policies for so long as they have not been transferred in accordance with the Jersey Scheme" shall be deleted;
- (c) in paragraph 6.1, the words "on the terms set out in an Excluded Policies reinsurance agreement" shall be read as "on the terms set out in an Excluded Policies (as defined in the UK Scheme) reinsurance agreement".

3.3 This Jersey Scheme is ancillary to the UK Scheme and is intended to transfer business carried on in or from within Jersey and assets and liabilities relating to such business that would not otherwise transfer under the UK Scheme (as a matter of local law). Nothing in this Jersey Scheme shall operate so as to prevent or conflict with any transfer provided for by the UK Scheme.

4. Jersey Transfer Date

- 4.1 This Jersey Scheme shall become effective, and the Jersey Transfer Date shall occur simultaneously with the last of the following two conditions being met, namely,
- (a) the Jersey Order by the Royal Court sanctioning this Jersey Scheme being made; and
 - (b) the UK Scheme in relation to the Transferring Business of the Transferor becoming effective in accordance with its terms.
- 4.2 If the Transferor and Transferee agree that the transfer to the Transferee of the Transferring Jersey Business should become effective after 00.01 BST on 1 July 2026, the Transferor and Transferee must apply to the Royal Court for a further order, specifying any time and date after 00.01 BST on 1 July 2026 which, subject to the consent of the Royal Court, shall then become the Jersey Transfer Date for the purposes of this Jersey Scheme and this Jersey Scheme shall then become operative on and from the time and date so specified, provided that:
- (a) the Transferor and the Transferee shall consider how the policyholders of the Transferring Jersey Policies are informed of the new Jersey Transfer Date, including whether individual policyholder notifications are appropriate;
 - (b) the JFSC shall be notified in advance and as soon as reasonably practicable, and shall have the right to be heard at, any hearing of the Royal Court at which such application is considered;
 - (c) such application shall be accompanied by a certificate from an independent actuary to the effect that the proposed amendment will not materially adversely affect the holders of the Transferring Jersey Policies or existing policyholders of the Transferor or the Transferee, including as to their benefit expectations;
 - (d) the independent actuary shall be provided with the most up-to-date financial information (audited and/or unaudited, as may be appropriate) available to the Transferor and the Transferee in respect of that party; and
 - (e) a notice of the making of such order is published on the website of the Transferor within 5 days of the making of such further order.

5. Modification of this Jersey Scheme

- 5.1 The Transferor and Transferee may consent for and on behalf of all other persons concerned (other than the JFSC) to any modification of or addition to this Jersey Scheme except the Schedule to this Jersey Scheme (modifications of or additions to which shall be governed by the terms of the UK Scheme) or to any further condition or provision affecting the same which, prior to its sanction of this Jersey Scheme, the Royal Court may approve or impose.
- 5.2 Subject to paragraph 5.4, at any time after the sanction of this Jersey Scheme, the Transferee and the Transferor shall be at liberty to apply jointly to the Royal Court for consent to amend its terms except for the Schedule to this Jersey Scheme (modifications of or additions to which shall be governed by the terms of this UK Scheme), provided that in any such case:
- (a) the JFSC shall be given at least 30 Business Days' notice of, and have the right to be heard at, any hearing of the Royal Court at which such application is considered;
 - (b) such application shall be accompanied by a certificate from an independent actuary to the effect that in his opinion (having considered all of the possible impacts of the proposed amendments), the proposed amendments to the Jersey Scheme will not have a material adverse effect on the policyholders of the Transferee.

- 5.3 If such consent is granted, the Transferee and the Transferor may amend the terms of this Jersey Scheme except the Schedule to this Jersey Scheme (modifications of or additions to which shall be governed by the terms of the UK Scheme) in accordance with such consent.
- 5.4 The consent of the Royal Court or the JFSC shall not be required in relation to the amendment or termination of the Excluded Policies Reinsurance Arrangement.
- 5.5 Notwithstanding paragraph 5.2, any amendment to this Jersey Scheme except the Schedule to this Jersey Scheme (modifications of or additions to which shall be governed by the terms of the UK Scheme) will not require Royal Court approval where such amendment is:
- (a) a minor and/or technical amendment to terms (including amendments to correct manifest errors) that may be agreed by the Transferee and the Transferor;
 - (b) required to reflect any change in Applicable Law which has or will have any implications for the Transferor or Transferee in relation to the terms or operation of this Jersey Scheme;
 - (c) necessary to reflect any changes in the actuarial practices relating to, or techniques for the management of, the Transferring Jersey Policies; or
 - (d) required to protect the rights and reasonable expectations of the policyholders of the Transferring Jersey Policies,
- 5.6 provided that the JFSC have been given at least 28 days' notice (from the date that the JFSC acknowledged the notice) of the amendment and have indicated that they do not object thereto prior to that date.

6. Governing Law

- 6.1 This Jersey Scheme shall be governed by and construed in accordance with Jersey law.