

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

IN THE MATTER OF QBE INSURANCE (EUROPE) LIMITED

and

IN THE MATTER OF COLONNADE INSURANCE S.A.

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)

Contents

Clause	Page
PART A - DEFINITIONS AND INTERPRETATION	1
1 Definitions and Interpretation	1
PART B - INTRODUCTION.....	12
2 Introduction.....	12
PART C - TRANSFER.....	13
3 Transfer of Business	13
4 Continuity of Proceedings	15
5 Rights and Obligations in relation to the Transferred Business	16
6 Reinsurance Arrangements	17
7 Residual Policies	18
8 Premiums, Mandates and other Payments	19
9 Declaration of Trust by the Transferor	20
10 Indemnities in favour of the Transferor	20
PART D - MISCELLANEOUS PROVISIONS	23
11 Effective Date	23
12 Costs and Expenses	23
13 Modification or Additions	23
14 Third party rights and governing law	24
Schedule 1 Reinsurance Agreements.....	25

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 appointed by the relevant insurer from time to time to perform the "actuarial function", as described in the Conditions Governing Business chapter of the PRA Rulebook

Business means the business carried on by the Transferor comprising the underwriting, management and administration of the Policies (as more particularly detailed in the CD Rom marked 'Project Bruno') together with all activities carried on by the Transferor in relation or in connection thereto together with the rights and obligations of the Transferor under the Transferred Assets and the Transferred Liabilities, but excluding the Excluded Assets and the Excluded Liabilities

Court means the High Court of Justice in England and Wales

Czech Assets means any and all Transferred Assets relating to the Transferor's Czech branch and/or relating to the Czech Policies

Czech Liabilities means any and all Transferred Liabilities relating to the Transferor's Czech branch and/or relating to the Czech Policies

Czech Policies means any and all policies (as defined in the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (S.I. 2001/2361)), written by or on behalf of the Transferor through its branch in the Czech Republic

Effective Date means the time and date on which this Scheme shall take effect in accordance with clause 11

Encumbrance means any mortgage, charge, 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, without limitation, title transfer and retention agreements) having a similar effect

Excluded Assets means:

- (a) the rights, benefits and powers of the Transferor under or by virtue of the Excluded Policies;

- (b) any right to any refund of taxation arising in relation to the carrying on of the Business prior to 16 December 2014; and
- (c) any property of the Transferor attributable to the Transferred Business (including any right or benefit of the Transferor under any Transferred Policy) where the Transferor and the Transferee agree prior to the Effective Date that it should not be transferred at all

Excluded Liabilities means any liability whatsoever of the Transferor:

- (a) that is attributable to or connected with an Excluded Asset;
- (b) where the Transferor and the Transferee agree prior to the Effective Date that it should not be transferred at all;
- (c) for taxation arising in relation to the carrying on of the Business prior to 16 December 2014; or
- (d) which cannot be transferred to or vested in the Transferee for any other reason on the Effective Date other than the Residual Liabilities

Excluded Policies means Policies:

- (a) which the Transferor and Transferee agree prior to the Effective Date should not be transferred; or
- (b) in relation to which the policyholder is included on any of the Sanctions Lists

FCA means the Financial Conduct Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such regulatory and supervisory functions in relation to General Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Financial Conduct Authority under FSMA

FCA Glossary means the Glossary of the FCA Handbook

FSMA means the Financial Services and Markets Act 2000 (as amended)

General Business means the business of effecting or carrying out general insurance contracts as principal, being contracts falling within Part 1 of Schedule 1 to the RAO

Group means in respect of any person:

- (a) that person;
- (b) its holding companies from time to time;

(c) its subsidiaries from time to time; and

(d) each of the subsidiaries from time to time of any such holding company

Hungarian Assets means any and all Transferred Assets relating to the Transferor's Hungarian branch and/or relating to the Hungarian Policies

Hungarian Liabilities means any and all Transferred Liabilities relating to the Transferor's Hungarian branch and/or relating to the Hungarian Policies

Hungarian Policies means any and all policies (as defined in the Financial Services and Markets Act 2000 (Meaning of "**Policy**" and "**Policyholder**") Order 2001 (S.I. 2001/2361)), written by or on behalf of the Transferor through its branch in Hungary

Independent Expert means Mr Gary Wells of Milliman LLP or any other independent expert approved pursuant to section 109(2)(b) of the FSMA

Intermediary means any broker, agent, employee benefit consultant, independent financial adviser or other intermediary that is not an appointed representative (as defined in the FCA Glossary) and that has entered into an agreement with the Transferor to distribute the Transferor's products in respect of the Business in relation to distribution of the Transferor's products in respect of the Business from time to time

liability to taxation means a liability to make an actual payment of taxation

Order means an order made by the Court pursuant to section 111 of FSMA sanctioning this Scheme (or any part of it) and any order (including any subsequent order) in relation to this Scheme made by the Court pursuant to section 112 of FSMA

Part 4A permission means a permission to carry on regulated activities granted under part 4A of FSMA, or having effect as if so given

Policies means any and all of the Czech Policies, the Hungarian Policies and/or the Slovakian Policies and **Policy** shall mean any one of them

Policyholder means any person holding a Policy

PRA means the Prudential Regulation Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such prudential and supervisory functions in relation to General Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Prudential Regulation Authority under FSMA

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 judgement, arbitration, complaint or otherwise howsoever), including:

- (a) arbitration;
- (b) mediation;
- (c) any other dispute resolution procedure (whether or not it involves submission to any court);
- (d) any judicial, quasi-judicial, administrative or regulatory review or process; and
- (e) any complaint or claim to any ombudsman

RAO means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (S.I. 2001/544)

Residual Assets means:

- (a) the Residual Policies and the rights, benefits and powers of the Transferor under or by virtue of the Residual Policies;
- (b) any property of the Transferor attributable to the Residual Policies or the Transferred Business (including any right, benefit or power of the Transferor under any Transferred Policy) in respect of which the Court has declined to order the transfer to the Transferee under section 112(2) of FSMA on the Effective Date;
- (c) any property of the Transferor attributable to the Residual Policies or the Transferred Business which is outside the jurisdiction of the Court or in respect of which the transfer pursuant to an order of the 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 attributable to the Residual Policies or the Transferred Business which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason;
- (e) any property of the Transferor attributable to the Residual Policies or the Transferred Business (including any right, benefit or power of the Transferor under any Residual Policy or any Transferred Policy) where the Transferor and the Transferee agree prior to the Effective Date that its transfer should be delayed;

- (f) any other property of the Transferor attributable to the Residual Policies or the Transferred Business (including any right, benefit or power under a Residual Policy, a Transferred Policy or Transferred Reinsurance Agreement) in respect of which:
 - (i) the Court makes an order as to the enforceability of an interest or right as referred to in section 112A(2)(b) of FSMA; and
 - (ii) the Transferor and the Transferee have agreed in writing prior to the Effective Date that its transfer should be delayed; and
- (g) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, earned or received from time to time after the Effective Date but prior to any relevant Subsequent Transfer Date in respect of any such property referred to in clauses (a) to (d) of this definition,

but excluding any Excluded Assets and any rights, benefits and powers under or relating to any Residual Policies Reinsurance Arrangement

Residual Liability means any liability whatsoever of the Transferor relating to the Business (other than under an Excluded Policy):

- (a) that is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset;
- (b) in respect of which the Court has declined to order the transfer to the Transferee under section 112(2) of FSMA on the Effective Date;
- (c) where the Transferor and the Transferee agree prior to the Effective Date that its transfer should be delayed; or
- (d) which cannot be transferred to or vested in the Transferee for any other reason on the Effective Date

Residual Policies means Policies comprised in the Business (other than any Excluded Policies):

- (a) written by the Transferor in the course of carrying on insurance business in the United Kingdom or any other EEA State, in respect of which:
 - (i) for the purpose of paragraph 1(4) of Schedule 12 to FSMA, an EEA State other than the United Kingdom is the State in which the Policy was concluded; and
 - (ii) 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 5 of Schedule 12

to FSMA with respect to the relevant EEA State which is the State in which the Policy was concluded;

- (b) written by the Transferor in the course of carrying on General Business but which are not otherwise capable of being transferred pursuant to FSMA at the Effective Date; or
- (c) in respect of which further steps are necessary to be taken following the Order before any such Policies can be transferred and the Transferor and the Transferee agree that such steps should be taken,

and any further Policy issued by the Transferor pursuant to the exercise of any right or option under a Residual Policy, but excluding any Policy that is or becomes a Transferred Policy as described in clause 7.2

Residual Policies Reinsurance Arrangement means a reinsurance arrangement implemented in respect of Residual Policies pursuant to and in accordance with clause 7.1

Sanctions Lists means the sanctions lists maintained by the following as at the Effective Date: (i) the United Nations; (ii) the European Union; (iii) the US Department of the Treasury; (iv) Switzerland (including any relevant governmental or regulatory body); (v) the Office of Foreign Asset Control; (vi) Her Majesty's Treasury; and (vii) Canada (including any relevant governmental or regulatory body)

Scheme means this scheme in its original form or with or subject to any modification, addition or condition which may be approved or imposed in accordance with clause 13

Slovakian Assets means any and all Transferred Assets relating to the Transferor's Slovakian branch and/or relating to the Slovakian Policies

Slovakian Liabilities means any and all Transferred Liabilities relating to the Transferor's Slovakian branch and/or relating to the Slovakian Policies

Slovakian Policies means any and all policies (as defined in the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (S.I. 2001/2361)), written by or on behalf of the Transferor through its branch in Slovakia

Split Reinsurance Agreements means those reinsurance agreements which are to be split in accordance with clause 6.3, in respect of which the Transferor is the reinsured, listed in Part B of Schedule 1

Subsequent Transfer Date means in relation to any Residual Asset or Residual Liability, the date (and each date) after the Effective Date on which such Residual Asset or Residual Liability as the case may be is or is to be transferred to the Transferee, namely:

- (a) in respect of any Residual Asset falling within clauses (a), (b), (c) or (d) of the definition of Residual Assets and of any Residual Liability which is attributable to or connected with that Residual Asset or which falls within clauses (a), (b) or (d) of the definition of Residual Liability, the date on which any impediment to its transfer shall have been removed or overcome;
- (b) in respect of any Residual Asset falling within clauses (e) or (f) of the definition of Residual Assets and of any Residual Liability which is attributable to or connected with that Residual Asset or which falls within clause (c) of the definition of Residual Liability, the date on which the Transferor and the Transferee agree the transfer should take effect; and
- (c) in respect of any Residual Asset falling within clause (g) of the definition of Residual Assets and of any Residual Liability which is attributable to or connected with that Residual Asset, the date on which such Residual Asset is received or earned by the Transferor

taxation means:

- (a) all forms of tax, levy, duty, charge, impost, withholding or other amount whenever created or imposed and whether of the United Kingdom or elsewhere, payable to or imposed by any authority responsible for the collection or management of any such tax, levy, duty, charge, impost, withholding or other amount; and
- (b) all charges, interest, penalties and fines incidental or relating to any sum falling within (a) above or which arise as a result of the failure to pay that sum on the due date or to comply with any obligation relating to it

Transferee means Colonnade Insurance S.A.

Transferee's Actuary means the Actuary of the Transferee

Transferee's Board means the board of directors of the Transferee from time to time

Transferor means QBE Insurance (Europe) Limited

Transferor's Actuary means the Actuary of the Transferor

Transferor's Board means the board of directors of the Transferor from time to time

Transferred Assets means any and all property of the Transferor whatsoever and wheresoever situated comprised in or attributable to the Transferred Business as at the Effective Date including (without prejudice to the generality of the foregoing):

- (a) the rights, benefits and powers of the Transferor under or by virtue of the Transferred Policies;
- (b) all rights and claims (present or future, actual or contingent) against any third party in relation to the Transferred Business or arising as a result of the Transferor having carried on the Transferred Business; and
- (c) the rights, benefits and powers of the Transferor under the Transferred Reinsurance Agreements listed in Part A of Schedule 1 and (if applicable) the appropriate proportion of the rights, benefits and powers of the Transferor which will pass to the Transferee upon the deemed variation of the Split Reinsurance Agreements,

but excluding: (1) the Residual Assets; (2) any rights, benefits and powers under or relating to the Residual Policies or any Residual Policies Reinsurance Arrangement; (3) the Excluded Assets; (4) the benefit of any charges attaching to any Transferred Reinsurance Agreement or Split Reinsurance Agreement (if applicable); and (5) the appropriate proportion of the rights, benefits and powers of the Transferor which will remain with the Transferor upon the deemed variation of the Split Reinsurance Agreements (if applicable)

Transferred Business means the whole of the Business, save to the extent that such Business relates solely to Excluded Policies and excluding any Residual Assets and Residual Liabilities

Transferred Liabilities means any and all liabilities whatsoever of the Transferor comprised in or attributable to the Transferred Business or otherwise arising in connection with or in relation to the carrying on of the Transferred Business as at the Effective Date including (without prejudice to the generality of the foregoing):

- (a) all liabilities under the Transferred Policies;
- (b) all liabilities under the Transferred Reinsurance Agreements arising in, and relating to, the period on and after the Effective Date and (if applicable) the appropriate proportion of the liabilities of the Transferor arising in, and relating to, the period on and after the Effective Date which will pass to the Transferee upon the deemed variation of the Split Reinsurance Agreements pursuant to clause 6.3; and
- (c) all liabilities for damages (including compensatory, consequential, exemplary, punitive, bad faith or similar or other damages) which relate to the marketing, sale, underwriting, issuance, delivery, cancellation or administration of any Transferred Policy including (without limitation): (1) any amount in respect of interest arising in connection thereto or in connection with any payment made in respect thereof; (2) any amount in respect of any additional liability or an increase in liability to taxation of a policyholder or former policyholder when compared to that person's liability to taxation if the event or series of

events giving rise to the relevant damages had not occurred; and (3) any liability arising out of or relating to any alleged or actual act, error or omission by the Transferor or its agents, whether intentional or otherwise, with respect to any such Transferred Policy, including:

- (i) any alleged or actual reckless conduct or bad faith in connection with the handling of any claim arising out of or under such Transferred Policy; or
- (ii) the marketing, sale, underwriting, issuance, delivery, cancellation or administration of such Transferred Policy,

relating to the period from and after:

- (A) (in relation to the Hungarian Policies and/or the Hungarian branch generally), 1 February 2016;
- (B) (in relation to the Czech Policies and/or the Czech branch generally), 1 April 2016; and
- (C) (in relation to the Slovakian Policies and/or the Slovakian branch generally), 2 May 2016,

but excluding: (1) the Residual Liabilities; (2) the Excluded Liabilities; (3) any liabilities under or relating to the Residual Policies or any Residual Policies Reinsurance Arrangement; (4) the appropriate proportion of the liabilities of the Transferor which will remain with the Transferor upon the deemed variation of the Split Reinsurance Agreements (if applicable) (including all liabilities relating to the period prior to the Effective Date); and (5) the liabilities under the Transferred Reinsurance Agreements relating to the period prior to the Effective Date

Transferred Policies means every Policy written by the Transferor which is comprised in the Transferred Business (and any and all rights to renew the same), together with all proposals for insurance received by or on behalf of the Transferor before the Effective Date which have not become Policies in force by the Effective Date but which subsequently become Policies, but excluding the Excluded Policies and (subject to clauses 7.1 to 7.3 inclusive) the Residual Policies

Transferred Reinsurance Agreements means all contracts, agreements, policies and other arrangements of whatsoever nature made between the Transferor and a third party or a related party of the Transferor in the nature of reinsurance under or in connection with any Transferred Liability which are listed in Part A of Schedule 1 (but excluding the Split Reinsurance Agreements)

1.2 In this Scheme:

- (a) "**property**" includes (without limitation) property, assets, rights and powers of every description (whether present or future, actual or contingent) and includes property held on trust and securities, benefits, powers of any description and any interest whatsoever in any of the foregoing;
- (b) "**liabilities**" includes (without limitation) duties and obligations of every description (whether present or future, actual or contingent);
- (c) "**transfer**" includes (as the context may require) "**assign**", "**assignation**" 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 shall include a reference to the feminine and neuter and vice versa;
- (e) any reference in this Scheme 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;
- (f) any reference to any rules, regulations or guidance made by the PRA and/or the FCA (as applicable) shall be deemed to include a reference to such rules or regulations as amended or replaced from time to time, and any reference to any provision of the Rulebook or Handbook of rules and guidance issued by the PRA and/or the FCA (as applicable) which is not in force at the date of this Scheme but will be in force by the Effective Date shall, in respect of the period before it comes into force, be deemed to include a reference to such rules or regulations issued by the PRA and/or the FCA (as applicable) as most closely corresponded to that provision at the date of this Scheme;
- (g) expressions used in this Scheme which have meanings under FSMA shall bear those meanings, including:
 - (i) "**State in which the risk is situated**" which bears the meaning set out in paragraph 6, Part 1 of Schedule 12 to FSMA; and
 - (ii) "**EEA State**" which bears the meaning set out in paragraph 8, Part 1 of Schedule 3 to FSMA;
- (h) "**EEA State which is the state in which the contract is concluded**" means the EEA State in which the risk underwritten under a policy was accepted by the Transferor;

- (i) the expressions "**holding company**" and "**subsidiary**" shall have the same meanings as in the Companies Act 2006;
- (j) any reference to this Scheme shall include the Schedules to it and references to clauses, Parts or Schedules are to clauses or Parts of or Schedules to this Scheme;
- (k) headings are inserted for convenience only and shall not affect the construction of this Scheme;
- (l) 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;
- (m) unless otherwise specified, 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;
- (n) any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (o) any reference to a calculation, decision, determination or opinion of any of the Transferee's Board or the Transferor's 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's Board or the Transferor's Board (as appropriate);
- (p) the expression "**variation**" shall include any variation, supplement, deletion, replacement or termination, however effected;
- (q) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (r) any reference to an amount shall be exclusive of any applicable value added or other tax; and
- (s) any reference to pounds or £ shall be to pounds 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 01761561. The registered office of the Transferor is at Plantation Place, 30 Fenchurch Street, London, EC3M 3BD.
- 2.2 The Transferee is a company incorporated in Luxembourg with registered number B61605. The registered office of the Transferee is at 20, rue Eugène Ruppert, L-2453 Luxembourg.
- 2.3 The Transferor has a Part 4A permission under FSMA to carry on General Business in the United Kingdom in classes 1 to 18 (inclusive) as set out in Part I of Schedule 1 to the RAO.
- 2.4 The Transferor established a branch under the Financial Services and Markets Act 2000 (EEA Passport Rights) Regulations 2001 (SI 2001/2511) in each of the Czech Republic, Hungary and Slovakia, on 26 July 2007, 3 August 2007 and 3 August 2007 respectively. All of the Czech Policies were written through the Transferor's Czech branch; all of the Hungarian Policies were written through the Transferor's Hungarian branch; and all of the Slovakian Policies were written through the Transferor's Slovakian branch.
- 2.5 The Transferee has a licence issued by the Luxembourg Minister of Finance to carry on General Business in Luxembourg in classes 1 to 9 (inclusive) and 11 to 18 (inclusive) as set out in Appendix I of the Amended Law of 6 December 1991 on the Insurance Sector. The Transferee established a branch under Article 68 of the Amended Law of 6 December 1991 on the Insurance Sector in the Czech Republic on 19 October 2015; in Hungary on 20 October 2015; and in Slovakia on 10 October 2015.
- 2.6 It is proposed that, subject to the sanction of the Scheme by the Court, the Transferred Business carried on by the Transferor, other than the Excluded Policies, shall, in accordance with this Scheme, be transferred to the Transferee.

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 clause 9, on and with effect from the Effective Date, each Transferred Asset and all the 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, subject to all Encumbrances (if any) affecting such asset in accordance with this Scheme;
 - (b) subject to clause 9, on and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all the 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, 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 in accordance with this Scheme and 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 in accordance with this Scheme and shall cease to be a liability of the Transferor.
- 3.2 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 and the Transferor shall not be liable for any charges, expenses, costs, claims, losses or any other liabilities in connection thereto that arise after the Effective Date, save as otherwise agreed between the parties in writing (including under any existing agreement between the Transferor and the Transferee) or as set out in this Scheme.
- 3.3 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 correct any errors in the identity or amount of the assets so transferred; and

- (c) to effect or perfect the transfer to and assumption by the Transferee of any Transferred Liability or Residual Liability pursuant to this Scheme.
- 3.4 On and with effect from the Effective Date, following the sanction of the Scheme by the Court, the Czech Assets and Czech Liabilities shall be allocated to the Transferee's Czech branch; the Hungarian Assets and Hungarian Liabilities shall be allocated to the Transferee's Hungarian branch; and the Slovakian Assets and Slovakian Liabilities shall be allocated to the Transferee's Slovakian branch.
- 3.5 On and with effect from the Effective Date, following the sanction of the Scheme by the Court, the Transferred Business in relation to the Czech Policies shall be carried on by the Transferee acting through its Czech branch; the Transferred Business in relation to the Hungarian Policies shall be carried on by the Transferee acting through its Hungarian branch; and the Transferred Business in relation to the Slovakian Policies shall be carried on by the Transferee acting through its Slovakian branch.
- 3.6 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 which relates to the Transferred Business;
 - (b) become the data controller of any personal data which relates to the Transferred Business and which is subject to the Data Protection Act 1998 in place of the Transferor and shall be deemed to have been (with effect from 1 February 2016 in respect of the Hungarian Policies and/or the Hungarian branch generally; with effect from 1 April 2016 in respect of the Czech Policies and/or the Czech branch generally; and with effect from 2 May 2016 in respect of the Slovakian Policies and/or the Slovakian branch generally) the controller of all such data at all material times when personal data was processed; and
 - (c) in respect of any personal data which relates to the Transferred Business be subject to the same duty by virtue of any law to which the Transferor was subject to respect the confidentiality and privacy of each data subject of 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 clause 3.6, any reference to the Transferor (or to any member of the Transferor's Group) shall be deemed to include a reference to the Transferee (and to any member of the Transferee's Group).

4 Continuity of Proceedings

- 4.1 On and with effect from the Effective Date, any Proceedings which have, prior to the Effective Date, been commenced or threatened or contemplated or are pending, or which are commenced or threatened or contemplated or are pending on or after the Effective Date, by or against the Transferor in connection with the Transferred Business, the Transferred Policies, the Transferred Assets or the Transferred Liabilities shall be continued or commenced by, against or in relation to the Transferee (and for the avoidance of doubt any future Proceedings in connection with the Transferred Business, the Transferred Policies, the Transferred Assets or the Transferred Liabilities shall be brought by, against or in relation to the Transferee) and the Transferee shall be entitled to all defences, claims, counterclaims, settlements, rights of set-off, rights of subrogation and any other rights that would have been available to the Transferor in relation to the Transferred Business, the Transferred Policies, the Transferred Assets, the Transferred Liabilities and such Proceedings.
- 4.2 On and with effect from the Subsequent Transfer Date applicable thereto, any Proceedings which have, prior to the Subsequent Transfer Date, been commenced or threatened or contemplated or are pending, or which are commenced or threatened or contemplated or are pending on or after the Subsequent Transfer Date, by or against the Transferor in connection with the Residual Assets or the Residual Liabilities which are to be transferred on such Subsequent Transfer Date shall be continued or commenced by, against or in relation to the Transferee (and for the avoidance of doubt any future Proceedings in connection with such Residual Assets or Residual Liabilities shall be brought by, against or in relation to the Transferee) and the Transferee shall be entitled to all defences, claims, counterclaims, settlements, rights of set-off, rights of subrogation and any other rights that would have been available to the Transferor in relation to the Residual Assets and the Residual Liabilities. Until such Subsequent Transfer Date, the relevant Proceedings shall be commenced or continued by or against the Transferor and the Transferor shall conduct such Proceedings in accordance with the reasonable instructions of the Transferee and at the cost of the Transferee.
- 4.3 Any judgment, settlement, order or award obtained by or against the Transferor whether before or after the Effective Date to the extent that it relates to any part of the Transferred Business, the Transferred Policies, the Transferred Assets, the Transferred Liabilities, the Residual Assets or the Residual Liabilities and which is not fully satisfied before the Effective Date or, as the case may be, the applicable Subsequent Transfer Date, shall, on that date and to the extent to which it was enforceable by or against the Transferor immediately prior to such date (or, if later, the date on which the judgment, settlement, order or award is obtained), become enforceable by or against the Transferee (to the exclusion of the Transferor).

4.4 All documents which would before the Effective Date have been evidence in respect of any matter for or against the Transferor shall on and from the Effective Date be evidence in respect of the same matter for or against the Transferee.

4.5 On and from the Effective Date, the Transferee shall owe to the policyholders of the Transferred Business or to any other person the same duties of confidentiality and privacy (whether pursuant to statute or contract) as those which the Transferor owed under the Transferred Business immediately prior to the Effective Date.

5 Rights and Obligations in relation to the Transferred Business

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.

5.2 Every person who is a policyholder of any of the Transferred Policies or is a party to, or has the benefit of, any of the agreements with the Transferor comprising the Transferred Business 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 any other such agreement comprising the Transferred Business, 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 such other agreement comprising the Transferred Business 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.

5.3 All references in any Transferred Policy or other agreement comprising the Transferred Business to the Transferor, the Transferor's Board, the Transferor's 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, the Transferee's Board, the Transferee's Actuary or any other officers or employees of the Transferee or, where appropriate, agents of the Transferee to which the administration of the relevant part of the business carried on by the Transferee has been delegated. In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the Transferor's Board, the Transferor's Actuary or any other officers, employees or agents of the Transferor in relation to any of the Transferred Policies or other agreements relating to the Transferred Business shall, from and after the Effective Date, be exercisable or required to be performed by the Transferee, the Transferee's Board, the Transferee's Actuary or any other officers, employees or agents of the Transferee.

- 5.4 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 howsoever arising (including but not limited to, at law, in equity, tort or by contract) 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 or to treat any obligations or liabilities as discharged, modified or released.
- 5.5 The Transferee shall on and from the Effective Date, as principal, take over from the Transferor the administration and negotiation of proposals for insurance which would become Transferred Policies if the Transferee determined to accept them (but whether or not the Transferee does so determine). The Transferee shall bear all expenses and liabilities in relation thereto. Nothing contained herein shall oblige the Transferee to accept any proposal for insurance received by or on behalf of the Transferor before the Effective Date but not accepted by the Transferor by the Effective Date.

6 Reinsurance Arrangements

- 6.1 On and with effect from the Effective Date, all the rights, benefits and powers conferred on or vested in the Transferor and all the liabilities imposed on the Transferor by or under the Transferred Reinsurance Agreements, whether express or implied, shall, by the Order and without any further act or instrument, be transferred to and vest in the Transferee who shall, where appropriate, be substituted as a party in place of the Transferor as if the Transferee had always been the original party to such agreements from inception.
- 6.2 All references in the Transferred Reinsurance Agreements to the Transferor, the Transferor's Board, or any other officers, employees or agents of the Transferor shall from and after the Effective Date be read as references to the Transferee, the Transferee's Board, or any other officers or employees of the Transferee or, where appropriate, agents of the Transferee to which the administration of the business carried on by the Transferee has been delegated. In particular, but without limitation, all rights and/or duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the Transferor's Board, or any other officers, employees or agents of the Transferor in relation to any of the Transferred Reinsurance Agreements shall, from and after the Effective Date, be exercisable or required to be performed by the Transferee, the Transferee's Board or any other officers, employees or agents of the Transferee.
- 6.3 Unless otherwise agreed between the Transferor and the Transferee, each of the Split Reinsurance Agreements shall be varied such that it shall continue on its existing terms with the Transferor as the reinsured to the extent that such Split Reinsurance Agreements relate to

liabilities which are not Transferred Liabilities and remain with the Transferor after the Effective Date, and shall constitute a new agreement with the Transferee as the reinsured on the same terms as the existing terms (which, for the avoidance of doubt, should be terms that for the Transferee are no more onerous than the existing terms were for the Transferor) to the extent that such Split Reinsurance Agreements relate to Transferred Liabilities which transfer to the Transferee under this Scheme and such splitting and transfer shall not constitute an event of default, suspension or otherwise give rise to a right of termination, early termination or unilateral variation (howsoever described) under the terms of any such Split Reinsurance Agreement and all rights, claims (including incurred but not reported claims), proceedings and benefits under and accruing to the Transferor under each Split Reinsurance Agreement shall not be terminated, reduced or otherwise adversely affected by such variation and new agreement and all such rights, claims (including incurred but not reported claims), proceedings and benefits under each Split Reinsurance Agreement which relate to liabilities which are not Transferred Liabilities will remain with and continue to be capable of being exercised by the Transferor and shall not be terminated, reduced or otherwise adversely affected by such variation and new agreement, and all such rights, claims (including incurred but not reported claims), proceedings and benefits under each Split Reinsurance Agreement which relate to Transferred Liabilities shall not be terminated, reduced or otherwise adversely affected and shall accrue to and be capable of being exercised by the Transferee under such new agreement in replacement of the Transferor.

7 Residual Policies

7.1 Subject to clauses 7.2 and 7.3, the Residual Policies shall not be transferred to the Transferee by this Scheme and 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 and arising under the Residual Policies shall be reinsured in full to the Transferee on and with effect from the Effective Date;
- (b) the liability of the Transferee on and with effect from the Effective Date shall be such that the rights, benefits and powers provided to holders of Residual Policies shall, to the extent possible, be the same as the rights, benefits and powers which would have been provided to such holders if the Residual Policies had been Transferred Policies;
- (c) the premiums payable by the Transferor to the Transferee in connection with the provision of the reinsurance described in this clause 7.1 shall comprise an amount equal to the sum of:
 - (i) all premiums received by the Transferor in respect of such Residual Policies at any time after the Effective Date, which premiums shall be paid to the Transferee as soon as practicable after they are received; and

- (ii) all charges due to or deductible or receivable received by the Transferor in accordance with the relevant Residual Policy's terms and conditions; and
- (iii) less any fees, charges and expenses in respect of the Residual Policies to the extent that such fees, charges and expenses are deducted from amounts received by the Transferor in accordance with the terms and conditions of the Residual Policies; and
- (d) the Transferee shall assume from the Transferor the administration of Residual Policies and shall bear all expenses and liabilities in relation thereto, save as otherwise agreed in writing between the parties (including under any existing agreement between the Transferor and the Transferee).

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

- (a) such Residual Policy shall be transferred to the Transferee and shall thereafter be treated in all respects as if it were a Transferred Policy save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the Subsequent Transfer Date applicable to such Residual Policy or Residual Liability (as the case may be); and
- (b) any liability attributable to such Residual Policy (which, if it were attributable to a Transferred Policy, would be a Transferred Liability) shall be transferred to the Transferee and shall thereafter be treated in all respects as if it were a Transferred Liability save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the Subsequent Transfer Date applicable to such Residual Policy or Residual Liability (as the case may be).

7.3 If any Residual Policy is novated by written agreement to the Transferee, the property 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 Transferee under the provisions of this Scheme in all respects as if such Residual Policy were a Transferred Policy save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the Subsequent Transfer Date applicable to such Residual Policy or Residual Liability (as the case may be).

8 Premiums, Mandates and other Payments

8.1 All premiums payable to the Transferor in respect of the Transferred Policies shall on and with effect from the Effective Date be payable to the Transferee.

- 8.2 Any mandate or other instruction in force on the Effective Date (including, without limitation, 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.
- 8.3 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 with effect from the Effective Date, continue in force as an effective authority to the Transferee in place of the Transferor.

9 Declaration of Trust by the Transferor

- 9.1 In the case of any Residual Asset, the Transferor shall from the Effective Date, until the relevant Subsequent Transfer Date, hold any such Residual Asset as trustee for the Transferee.
- 9.2 The Transferor shall be subject to the Transferee's directions in respect of any property referred to in clause 9.1 from the Effective Date until the relevant property is transferred to or otherwise vested in the Transferee or is 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 property for all such purposes.
- 9.3 In the event of any payment being made to, property being received by or right being conferred upon the Transferor after the Effective Date in respect of the Transferred Business, the Transferred Policies, any Transferred Asset or any Residual Asset, 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 property or right to, or in accordance with the directions of, the Transferee.
- 9.4 The Transferee shall indemnify the Transferor against any reasonable out-of-pocket charges, costs, expenses, claims and other liabilities arising in respect of any obligation under or in connection with this clause 9.

10 Indemnities in favour of the Transferor

- 10.1 On and with effect from the Effective Date, the Transferee shall discharge on the Transferor's behalf or, failing that, shall indemnify the Transferor against:
- (a) charges, costs, expenses and claims and any other liabilities (which, in each case, the Transferor shall procure are reasonable to the extent such matters are within its control) arising in respect of all Transferred Liabilities and Residual Liabilities (other than liabilities which would otherwise be the subject of double recovery under clause 10.1(b) or clause

10.2 below) until the relevant liability is transferred to or becomes a liability of the Transferee;

- (b) any amount paid by the Transferor in respect of any Transferred Liabilities and Residual Liabilities that are, whether wholly or in part, the subject of a policy of indemnity insurance or a claim or right of recovery against a third party, but only to the extent that the Transferor, having made a claim under such a policy or against such third party, shall have 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, including complying with clause 10.3); and
- (c) charges, costs and claims arising in respect of any relevant Proceedings continued by or against the Transferor in accordance with the instructions of the Transferee as contemplated by clause 4.2.

10.2 For the avoidance of doubt, the Transferee shall not be required under clause 10.1 to discharge or indemnify the Transferor against Excluded Liabilities or for any charges, costs, expenses and claims or any other liabilities arising in respect of any Excluded Liabilities.

10.3 The Transferee shall indemnify the Transferor against any reasonable costs and/or expenses which it may incur in pursuing any claim under any such policy of indemnity insurance or against any such third party as is referred to in clause 10.1(b). Subject thereto, the Transferor shall take such steps as the Transferee shall require in order to pursue the rights it may have under any such policy of indemnity insurance or against any such third party. The Transferee shall be entitled, upon notice to the Transferor, to have conduct of all litigation or other proceedings in respect of any such claim. In that connection, the Transferor shall give all such assistance as the Transferee may reasonably require in conducting any such proceedings.

10.4 Where the Transferor is entitled to receive an amount pursuant to the indemnities contained in clauses 10.1 or 10.3, it shall be entitled to receive such amount on the basis that the amount payable by the Transferee pursuant to such obligation (the **Payment**) shall be calculated in such a manner as will ensure that the Transferor is in the same position as that in which it would have been if the matter giving rise to the Payment had not occurred, including by taking into account:

- (a) any taxation required to be deducted or withheld by the Transferee from the Payment;
- (b) the amount of any additional taxation which becomes payable by the Transferor as a result of the Payment being subject to taxation in the hands of the Transferor; and

(c) the amount of any tax relief which is obtained by the Transferor or another member of the Transferor's Group, to the extent that such tax relief is attributable to the matter giving rise to the Payment or as a result of receiving the Payment,

(which taxation and tax relief is to be determined, by taking into account its value, certainty of its availability and timing of its utilisation, by the Transferor, acting reasonably and in good faith, to the reasonable satisfaction of the Transferee).

10.5 For the avoidance of doubt, the Transferor shall not be entitled to obtain payment or indemnity more than once in respect of any shortfall or other event or any other circumstances which give rise to a claim under this Scheme or any other related agreement between the parties.

PART D - MISCELLANEOUS PROVISIONS

11 Effective Date

- 11.1 Subject to clause 11.3, this Scheme shall become effective at 23:59 BST on 31 July 2017.
- 11.2 If this Scheme shall not have become effective on or before 23:59 BST on 31 July 2017, the provisions of this Scheme shall lapse.
- 11.3 This Scheme shall not become effective on the Effective Date unless on or prior thereto the Order shall have been made.

12 Costs and Expenses

Except as otherwise agreed in writing (including under any existing agreement between the Transferor and the Transferee), the Transferor and the Transferee shall each bear its own costs and expenses in relation to the preparation and carrying into effect of this Scheme.

13 Modification or Additions

- 13.1 The Transferor and the Transferee may, as required, consent for and on behalf of the parties hereto and all other persons concerned 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.
- 13.2 Subject to clause 13.3, at any time after the sanction of this Scheme, the Transferee, with the Transferor's consent (not to be unreasonably withheld or delayed), shall be at liberty to apply to the Court for consent to amend clauses 1 to 10 inclusive, provided that in any such case:
- (a) the PRA and the FCA shall be notified in advance and in good time of, and shall have the right to be heard at, any hearing of the Court at which such application is considered; and
 - (b) such application shall be accompanied by a certificate (supported by a report which has been prepared on the basis of the most recent available audited and unaudited financial information) from an independent actuary to the effect that in his opinion the proposed amendment will not:
 - (i) adversely affect the persons who were holders of Policies issued by the Transferee immediately prior to the Effective Date; or
 - (ii) adversely affect the persons who were holders of Transferred Policies or Residual Policies.

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

- 13.3 The consent of the Court shall not be required in relation to minor and/or technical amendments to the terms of this Scheme (including amendments to correct manifest errors) that are agreed by the Transferor and the Transferee, provided that each of the PRA and the FCA has been notified of the same and has indicated that it does not object thereto.

14 Third party rights and governing law

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

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

Dated this [●] day of [●] 2017

Schedule 1
Reinsurance Agreements

Part A – Transferred Reinsurance Agreements

Branch	Policy reference	Reinsurer(s)	Inception Date	Expiry Date
Hungary	06/29647/3	Münchener Rückversicherung-Gesellschaft	11/08/2006	31/12/2010
Hungary	06/29647/4	(1) QBE Europe Insurance Limited (2) Münchener Rückversicherung-Gesellschaft United Kingdom General Branch (3) AIG Europe SA	11/08/2006	31/12/2010
Hungary	06/29647/3	General Reinsurance AG	11/08/2006	31/12/2013
Hungary	09/35322	QBE's Lloyd's Terrorism syndicate	01/01/2009	31/12/2009
Hungary	09/35322	QBE's Lloyd's Terrorism syndicate	01/01/2010	31/12/2010
Hungary	10/36818	QBE's Lloyd's Terrorism syndicate	01/09/2010	31/12/2010
Hungary	06/29647/5	Münchener Rückversicherung-Gesellschaft	01/01/2011	31/12/2015
Hungary	06/29647/6	QBE Casualty Syndicate 386	01/01/2011	31/12/2015
Hungary	06/29647/5	General Reinsurance AG	01/01/2014	31/12/2015
Hungary	12/41037	QBE's Lloyd's Terrorism syndicate	05/08/2013	05/08/2014
Hungary	12/41621	QBE's Lloyd's Terrorism syndicate	01/12/2012	01/12/2013
Hungary	11/39784	QBE's Lloyd's Terrorism syndicate	13/10/2013	12/10/2014
Hungary	12/41037	QBE's Lloyd's Terrorism syndicate	05/08/2014	04/08/2015
Slovakia	Slovakia - 8-863-910037/01	QBE Underwriting Limited Syndicate 1036	01/01/2012	31/12/2012
Slovakia	Slovakia - 8-863-910038/01	QBE Underwriting Limited Syndicate 1036	01/01/2012	31/12/2012
Slovakia	Slovakia - 8-886-002381/01	QBE Underwriting Limited Syndicate 1036	01/07/2012	30/06/2013
Slovakia	Slovakia - 8-863-002450	Royal & Sun Alliance Insurance Plc	01/10/2012	30/09/2013
Slovakia	Slovakia - 8-863-	QBE Underwriting Limited	01/01/2013	31/12/2013

Branch	Policy reference	Reinsurer(s)	Inception Date	Expiry Date
	920182	Syndicate 1036		
Slovakia	Slovakia - 8-863-910059/01	QBE Underwriting Limited Syndicate 1036	01/01/2013	31/12/2013
Slovakia	Slovakia - 8-886-002381/02	QBE Underwriting Limited Syndicate 1036	01/07/2013	19/12/2013
Slovakia	Slovakia - 8-863-002833	AVIVA Insurance Limited	01/10/2013	30/09/2014
Slovakia	Slovakia - 8-863-910090	1036 QBE Underwriting Limited	01/01/2014	31/12/2014
Slovakia	Slovakia - 8-863-910111/01	1036 QBE Underwriting Limited	01/01/2014	31/12/2014
Slovakia	Slovakia - 8-863-910122/01	1036 QBE Underwriting Limited	25/05/2014	24/07/2014
Slovakia	Slovakia - 8-863-002833/01	AVIVA Insurance Limited	01/08/2014	30/09/2014
Slovakia	Slovakia - 8-863-003098/01	1036 QBE Underwriting Limited	01/07/2014	30/06/2015
Slovakia	Slovakia - 8-863-003473/02	1036 QBE Underwriting Limited	31/12/2014	30/12/2015
Slovakia	Slovakia - 8-863-003468/01	1036 QBE Underwriting Limited	01/01/2015	31/12/2015
Slovakia	Slovakia - 8-863-910153	1036 QBE Underwriting Limited	01/01/2015	31/12/2015
Slovakia	Slovakia - 8-863-910154/01	1036 QBE Underwriting Limited	01/01/2015	31/12/2015
Slovakia	Slovakia - 8-863-003098/03	1036 QBE Underwriting Limited	01/07/2015	30/06/2016
Slovakia	Slovakia - 8-863-003617 & 8-863-003618	Swiss Re Europe SA	15/08/2015	14/08/2016
Slovakia	Slovakia - 8-863-003407/01	Liberty Mutual Insurance Europe Limited	01/01/2015	31/12/2015
Slovakia	Slovakia - 8-813-003775	(1) Swiss Re Europe SA (2) Aspen Insurance UK Limited	11/11/2015	10/11/2016
Slovakia	Slovakia - 8-863-004029/01	(1) 386 QBE Underwriting Limited (2) 1886 QBE Underwriting Limited	16/03/2016	31/12/2016

Branch	Policy reference	Reinsurer(s)	Inception Date	Expiry Date
Czech Republic	Czech Republic BO823WD0800004	QBE Casualty Syndicate 386	01/01/2008	31/12/2008
Czech Republic	Czech Republic - 7-863-000355	QBE Insurance (International) Limited (Singapore branch)	01/06/2012	31/05/2013
Czech Republic	Czech Republic-032 0000066	1036 QBE Underwriting Limited	01/09/2012	31/08/2013
Czech Republic	Czech Republic-7-863-000446	Royal & Sun Alliance Insurance Plc	01/10/2012	30/09/2013
Czech Republic	Czech Republic-7-863-000447	Royal & Sun Alliance Insurance Plc	01/10/2012	30/09/2013
Czech Republic	Czech Republic-032 0000086	AVIVA Insurance Limited	01/01/2013	31/03/2013
Czech Republic	Czech Republic-032 0000087	Zurich Insurance Plc	01/01/2013	31/03/2013
Czech Republic	Czech Republic-032 0000088	AVIVA Insurance Limited	01/01/2013	31/03/2013
Czech Republic	Czech Republic-032 0000093	Zurich Insurance Plc	01/01/2013	31/03/2013
Czech Republic	Czech Republic-032 0000086b	AVIVA Insurance Limited	01/04/2013	31/03/2014
Czech Republic	Czech Republic-032 0000087b	Zurich Insurance Plc	01/04/2013	31/03/2014
Czech Republic	Czech Republic - 032 0000088b	AVIVA Insurance Limited	01/04/2013	31/03/2014
Czech Republic	Czech Republic - 032 0000093b	Zurich Insurance Plc	01/04/2013	31/03/2014
Czech Republic	Czech Republic - 7-863-000355b	QBE Insurance (International) Limited (Singapore branch)	01/06/2013	31/05/2014
Czech Republic	Czech Republic-032 0000066(2013)	1036 QBE Underwriting Limited	01/09/2013	31/08/2014
Czech Republic	Czech Republic-032 0000110	1036 QBE Underwriting Limited	01/10/2013	12/11/2014
Czech Republic	7-863-000446	AVIVA Insurance Limited	01/10/2013	30/09/2014
Czech Republic	061 000089	QBE Insurance (Australia) Limited	16/01/2014	30/09/2014

Branch	Policy reference	Reinsurer(s)	Inception Date	Expiry Date
Czech Republic	032 0000139	QBE Insurance (Australia) Limited	30/09/2004	30/09/2014
Czech Republic	032 0000069	Liberty UK	01/01/2014	31/12/2014
Czech Republic	032 0000084	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000085	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000099	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000115	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000118	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000119	Liberty Mutual Insurance Europe	01/01/2015	31/12/2015
Czech Republic	032 0000139	QBE Insurance (Australia) Limited	01/10/2015	30/09/2016
Czech Republic	061 0000089	QBE Insurance (Australia) Limited	30/09/2015	29/09/2016
Czech Republic	7-032-000043	VIG Insurance Germany	01/10/2015	30/09/2016
Czech Republic	051 0000005	QBE Insurance (Australia) Limited	30/09/2015	30/09/2016
Czech Republic	032 0000085	HDI Gerling	01/01/2016	31/12/2016
Czech Republic	4-886-000240	Česká pojišťovna a.s.	09/07/2007	30/09/2017

Loss Portfolio Transfer Agreement entered into on 16 December 2014 (and subsequently amended on 5 February 2015, 7 October 2015, 31 March 2016 and 2 December 2016) between the Transferor and Polskie Towarzystwo Reasekuracji

Part B – Split Reinsurance Agreements

Pre 2012 Programmes

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0035Z8	XL	01/01/2008	31/12/2008
A0080G8	XL	01/01/2008	31/12/2008
A0086V8	XL	01/01/2008	31/12/2008
A0092J8	XL	01/01/2008	31/12/2008
ER24(Property)	XL	01/07/2008	30/06/2009
J1491D8	XL	01/01/2008	31/12/2008
ER24(Casualty)	XL	01/07/2008	30/06/2009
A0157A9	XL	01/01/2009	31/12/2009
A0141E0	XL	01/01/2009	31/12/2009
A0154S9	XL	01/01/2009	31/12/2009
A0124X9	XL	01/01/2009	31/12/2009
A0197D9	XL	01/01/2009	31/12/2009
A0285Q9	QS	01/01/2009	31/12/2009
A0157A0	XL	01/01/2010	31/12/2010
A0141E0	XL	01/01/2010	31/12/2010
A0197D0	XL	01/01/2010	31/12/2010
A0124X0	XL	01/01/2010	31/12/2010
A0285Q0	QS	01/01/2010	31/12/2010
A0124X0	XL	01/01/2010	31/12/2010
A0141E0	XL	01/01/2010	31/12/2010
A0157A0	XL	01/01/2010	31/12/2010
A0197D0	XL	01/01/2010	31/12/2010
A0285Q1	QS	01/01/2011	31/12/2011

2008 Reinsurers

- 1 QBE Equator Reinsurances Limited
- 2 Everest Reinsurance (Bermuda) Ltd (BERMUDA)
- 3 QBE Reinsurance (Europe) Limited
- 4 Munich Reinsurance Company Ltd (Germany)
- 5 Liberty Syndicate 4472
- 6 Transatlantic Reins Co (UK Branch) (U.S.A.)
- 7 Hannover Ruckversicherungs AG (Germany)
- 8 Swiss Re Europe S.A. UK Branch
- 9 Axis Re Limited (IRELAND)

2009 Reinsurers

- 1 Munich Reinsurance Company Ltd (Germany)
- 2 Chaucer Syndicate 1084
- 3 Transatlantic Reins Co (UK Branch) (U.S.A.)
- 4 Spectrum Syndicate 5151
- 5 QBE Equator Reinsurances Limited
- 6 Everest Reinsurance (Bermuda) Ltd (BERMUDA)
- 7 Liberty Syndicate 4472
- 8 Hannover Ruckversicherungs AG (Germany)
- 9 Swiss Re Europe S.A. UK Branch
- 10 Axis Re Limited (IRELAND)

2010 Reinsurers

- 1 Munich Reinsurance Company Ltd (Germany)
- 2 Chaucer Syndicate 1084
- 3 Hannover Ruckversicherungs AG (Germany)
- 4 Spectrum Syndicate 5151
- 5 Mapfre Re Compania de Reaseguros (UK Branch) (Spain)
- 6 Transatlantic Reins Co (UK Branch) (U.S.A.)
- 7 Spectrum Syndicate 5151
- 8 Mapfre Re Compania de Reaseguros (UK Branch) (Spain)

- 9 QBE Equator Reinsurances Limited
- 10 Swiss Re Europe S.A. UK Branch
- 11 Axis Re Limited (IRELAND)
- 12 National Indemnity Company (U.S.A.)
- 13 Hannover Ruckversicherungs AG (Germany)
- 14 Everest Reinsurance (Bermuda) Ltd (BERMUDA)

2011 Reinsurers

- 1 Munich Reinsurance Company Ltd (Germany)
- 2 Chaucer Syndicate 1084
- 3 Hannover Ruckversicherungs AG (Germany)
- 4 Spectrum Syndicate 5151
- 5 Mapfre Re Compania de Reaseguros (UK Branch) (Spain)
- 6 Transatlantic Reins Co (UK Branch) (U.S.A.)
- 7 Munich Reinsurance Company Ltd (Germany)
- 8 Chaucer Syndicate 1084
- 9 Spectrum Syndicate 5151
- 10 Mapfre Re Compania de Reaseguros (UK Branch) (Spain)
- 11 Transatlantic Reins Co (UK Branch) (U.S.A.)

2012 Programme

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0285Q2	QS	01/01/2012	31/12/2012
A0211A2	XL	01/01/2012	31/12/2012
A0212H2	XL	01/01/2012	31/12/2012
A0213V2	XL	01/01/2012	31/12/2012
A0214E2	XL	01/01/2012	31/12/2012
A0040D2	XL	01/01/2012	31/12/2012
A0041L2	XL	01/01/2012	31/12/2012
A0038D2	XL	01/01/2012	31/12/2012

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0032Q2	XL	01/01/2012	31/12/2012
A0234V2	XL	01/01/2012	31/12/2012
A0952C2	XL	01/01/2012	31/12/2012
A0948F2	XL	01/01/2012	31/12/2012
A0617B2	XL	01/01/2012	31/12/2012
A0620J2	XL	01/01/2012	31/12/2012
A0625K2	XL	01/01/2012	31/12/2012
A0631D2	XL	01/01/2012	31/12/2012
A0619X2	XL	01/01/2012	31/12/2012
A0621X2	XL	01/01/2012	31/12/2012
A0627G2	XL	01/01/2012	31/12/2012
A0633A2	XL	01/01/2012	31/12/2012
A0613H2	XL	01/01/2012	31/12/2012
A0615E2	XL	01/01/2012	31/12/2012
A0614V2	XL	01/01/2012	31/12/2012
A0616N2	XL	01/01/2012	31/12/2012
A0612A2	XL	01/01/2012	31/12/2012
A0611L2	XL	01/01/2012	31/12/2012
A0442L2	XL	01/01/2012	31/12/2012
A0440S2	XL	01/01/2012	31/12/2012
A0238J2	XL	01/01/2012	31/12/2012
A0957D2	XL	01/01/2012	31/12/2012
A0958L2	XL	01/01/2012	31/12/2012
A1017C2	XL	01/01/2012	31/12/2012
A1019Z2	XL	01/01/2012	31/12/2012
A0956S2	XL	01/01/2012	31/12/2012
A0955G2	XL	01/01/2012	31/12/2012

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0954Z2	XL	01/01/2012	31/12/2012
A0942V2	XL	01/01/2012	31/12/2012
A0946J2	XL	01/01/2012	31/12/2012
A0947X2	XL	01/01/2012	31/12/2012
A1021Z2	XL	01/01/2012	31/12/2012
A0999D2	XL	01/01/2012	31/12/2012
A0993Q2	XL	01/01/2012	31/12/2012
A0993Q2	XL	01/01/2012	31/12/2012
A0995K2	XL	01/01/2012	31/12/2012
A0997G2	XL	01/01/2012	31/12/2012
Y2183G2	XL	01/01/2012	31/12/2012
Y2179K2	XL	01/01/2012	31/12/2012
Y2180C2	XL	01/01/2012	31/12/2012
Y2186L2	XL	01/01/2012	31/12/2012
Y2185D2	XL	01/01/2012	31/12/2012
Y2184S2	XL	01/01/2012	31/12/2012
Y2181K2	XL	01/01/2012	31/12/2012
A0619X2	XL	01/01/2012	31/12/2012
A0621X2	XL	01/01/2012	31/12/2012
A0627G2	XL	01/01/2012	31/12/2012
A0633A2	XL	01/01/2012	31/12/2012
Y1278V2	XL	01/01/2012	31/12/2012
Y1280V2	XL	01/01/2012	31/12/2012
Y1284J2	XL	01/01/2012	31/12/2012
Y1286F2	XL	01/01/2012	31/12/2012
Y1982D2	XL	01/01/2012	31/12/2012
Y1282N2	XL	01/01/2012	31/12/2012

Policy Market Reference Number	Type	Inception Date	Expiry Date
Y1294S2	XL	01/01/2012	31/12/2012
Y1296L2	XL	01/01/2012	31/12/2012

2012 Reinsurers

- 1 Alterra Bermuda Limited
- 2 American Agricultural Insurance Company
- 3 Amlin Syndicate 2001
- 4 Arch Reinsurance Limited
- 5 Ark Syndicate 4020
- 6 Beazley Syndicate 2623
- 7 Beazley Syndicate 623
- 8 Catlin Insurance Company Limited
- 9 Catlin Syndicate 2003
- 10 Da Vinci Reinsurance Limited
- 11 Equator Reinsurances Limited
- 12 Everest Reinsurance (Bermuda) Ltd
- 13 General Insurance Corp of India
- 14 Hannover Ruckversicherungs AG
- 15 HCC Syndicate 4141
- 16 Hiscox Insurance Company (Bermuda) Ltd
- 17 Hiscox Syndicate 33
- 18 Kiln Syndicate 510
- 19 Kiln Syndicate 807
- 20 Managing Agency Partners Syndicate 2791
- 21 Mapfre Re Compania de Reaseguros (UK Branch)
- 22 Munich Reinsurance Company (Australian Branch)
- 23 Munich Reinsurance Company Ltd
- 24 Odyssey America Reinsurance Corp

- 25 Partner Reinsurance Europe Ltd
- 26 QBE Insurance (Europe) Ltd
- 27 R & V Versicherungs Ag
- 28 Renaissance Reinsurance Ltd
- 29 SCOR GLOBAL Property & Casualty
- 30 SCOR Re Asia-Pacific PTE (Australian Branch)
- 31 Sirius International Ins Corp (Bermuda Branch)
- 32 Spectrum Syndicate 5151
- 33 Swiss Re Europe S.A. (UK Branch)
- 34 Swiss Reinsurance Company (Australian Branch)
- 35 Swiss Reinsurance Company Limited
- 36 Talbot Syndicate 1183
- 37 Transatlantic Reinsurance Company
- 38 Transatlantic Reinsurance Company (UK Branch)
- 39 Validus Reinsurance Ltd
- 40 XL Re Limited

2013 Programme

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0285Q3	QS	01/01/2013	31/12/2013
A0248S3	XL	01/01/2013	31/12/2013
A0211A3	XL	01/01/2013	31/12/2013
A0212H3	XL	01/01/2013	31/12/2013
A0213V3	XL	01/01/2013	31/12/2013
AO214ES	XL	01/01/2013	31/12/2013
A0293D3	XL	01/01/2013	31/12/2013
A0041L3	XL	01/01/2013	31/12/2013
A0040D3	XL	01/01/2013	31/12/2013

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0038D3	XL	01/01/2013	31/12/2013
A0234V3	XL	01/01/2013	31/12/2013
A0280N3	XL	01/01/2013	31/12/2013
A0952C3	XL	01/01/2013	31/12/2013
A0948F3	XL	01/01/2013	31/12/2013
A1395B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1068A3	XL	01/01/2013	31/12/2013
A0625K3	XL	01/01/2013	31/12/2013
A0620I3	XL	01/01/2013	31/12/2013
A0617B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A0627G3	XL	01/01/2013	31/12/2013
A061X32	XL	01/01/2013	31/12/2013
A0619X3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1365Q3	XL	01/01/2013	31/12/2013
A1367K3	XL	01/01/2013	31/12/2013
A0139G3	XL	01/01/2013	31/12/2013
A1371G3	XL	01/01/2013	31/12/2013
A1375A3	XL	01/01/2013	31/12/2013
A0615E3	XL	01/01/2013	31/12/2013
A0614V3	XL	01/01/2013	31/12/2013
A0616N3	XL	01/01/2013	31/12/2013
A0613H3	XL	01/01/2013	31/12/2013
A0612A3	XL	01/01/2013	31/12/2013

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0611L3	XL	01/01/2013	31/12/2013
A0440L3	XL	01/01/2013	31/12/2013
A0440S3	XL	01/01/2013	31/12/2013
A0238J3	XL	01/01/2013	31/12/2013
A0285Q3	QS	01/01/2013	31/12/2013
A1395B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1068A3	XL	01/01/2013	31/12/2013
A0625K3	XL	01/01/2013	31/12/2013
A0620I3	XL	01/01/2013	31/12/2013
A0617B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A0627G3	XL	01/01/2013	31/12/2013
A061X32	XL	01/01/2013	31/12/2013
A0619X3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1365Q3	XL	01/01/2013	31/12/2013
A1367K3	XL	01/01/2013	31/12/2013
A0139G3	XL	01/01/2013	31/12/2013
A1371G3	XL	01/01/2013	31/12/2013
A1375A3	XL	01/01/2013	31/12/2013
A1204X3	XL	01/01/2013	31/12/2013
A1203J3	XL	01/01/2013	31/12/2013
A1202B3	XL	01/01/2013	31/12/2013
A1314V3	XL	01/01/2013	31/12/2013
A1616N3	XL	01/01/2013	31/12/2013

Policy Market Reference Number	Type	Inception Date	Expiry Date
A1319X3	XL	01/01/2013	31/12/2013
A1353L3	XL	01/01/2013	31/12/2013
A1337N3	XL	01/01/2013	31/12/2013
A1309L3	XL	01/01/2013	31/12/2013
A1305Z3	XL	01/01/2013	31/12/2013
A1307S3	XL	01/01/2013	31/12/2013
A1240H3	XL	01/01/2013	31/12/2013
A1244B3	XL	01/01/2013	31/12/2013
A1248Q3	XL	01/01/2013	31/12/2013
A1252K3	XL	01/01/2013	31/12/2013
A1242E3	XL	01/01/2013	31/12/2013
A1242E3	XL	01/01/2013	31/12/2013
A1246X3	XL	01/01/2013	31/12/2013
A1250Q3	XL	01/01/2013	31/12/2013
A1395B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1068A3	XL	01/01/2013	31/12/2013
A0625K3	XL	01/01/2013	31/12/2013
A0620I3	XL	01/01/2013	31/12/2013
A0617B3	XL	01/01/2013	31/12/2013
A0633A3	XL	01/01/2013	31/12/2013
A0627G3	XL	01/01/2013	31/12/2013
A061X32	XL	01/01/2013	31/12/2013
A0619X3	XL	01/01/2013	31/12/2013
A1361B3	XL	01/01/2013	31/12/2013
A1365Q3	XL	01/01/2013	31/12/2013

Policy Market Reference Number	Type	Inception Date	Expiry Date
A1367K3	XL	01/01/2013	31/12/2013
A0139G3	XL	01/01/2013	31/12/2013
A1371G3	XL	01/01/2013	31/12/2013
A1375A3	XL	01/01/2013	31/12/2013
Y2455E3	XL	01/01/2013	31/12/2013
Y2349X3	XL	01/01/2013	31/12/2013
Y2451L3	XL	01/01/2013	31/12/2013
Y2457B3	XL	01/01/2013	31/12/2013
Y2449L3	XL	01/01/2013	31/12/2013
Y2181K3	XL	01/01/2013	31/12/2013
Y2457B3	XL	01/01/2013	31/12/2013
Y2179K3	XL	01/01/2013	31/12/2013
Y2180C3	XL	01/01/2013	31/12/2013
Y1278V3	XL	01/01/2013	31/12/2013
Y1284J3	XL	01/01/2013	31/12/2013
Y1982D3	XL	01/01/2013	31/12/2013
Y1294S3	XL	01/01/2013	31/12/2013

2013 Reinsurers

- 1 Alterra at Lloyd's Syndicate 1400
- 2 Arch Reinsurance Europe Underwriting Ltd
- 3 BRIT Syndicate 2987
- 4 Catlin Syndicate 2003
- 5 Chaucer Syndicate 1084
- 6 Equator Reinsurances Ltd
- 7 Everest Reinsurance (Bermuda) Ltd
- 8 Hannover Ruckversicherungs AG
- 9 Hannover Rueckversicherungs AG (Australian Branch)

- 10 Liberty Syndicate 4472
- 11 Munich Reinsurance Company (Australian Branch)
- 12 Munich Reinsurance Company Ltd
- 13 National Indemnity Company
- 14 Odyssey America Reinsurance Corp (UK Branch)
- 15 Partner Reinsurance Europe Ltd
- 16 R & V Versicherungs Ag
- 17 SCOR Re Asia-Pacific PTE (Australian Branch)
- 18 Sirius International Ins Corp
- 19 Spectrum Syndicate 5151
- 20 Swiss Re Europe S.A. (UK Branch)
- 21 Swiss Reinsurance Company (Australian Branch)
- 22 Talbot Syndicate 1183
- 23 Transatlantic Reinsurance Company
- 24 Validus Reinsurance Ltd
- 25 White Mountains Reinsurance Company of America

2014 Programme

Policy Market Reference Number	Type	Inception Date	Expiry Date
A0285Q4	QS	01/01/2014	31/12/2014
A0040D4	XL	01/01/2014	31/12/2014
A0038D4	XL	01/01/2014	31/12/2014
A0234V4	XL	01/01/2014	31/12/2014
A0280N4	XL	01/01/2014	31/12/2014
A1645B4	XL	01/01/2014	31/12/2014
A1803G4	XL	01/01/2014	31/12/2014
A0948F4	XL	01/01/2014	31/12/2014
A0952C4	XL	01/01/2014	31/12/2014

Policy Market Reference Number	Type	Inception Date	Expiry Date
A1753D4	XL	01/01/2014	31/12/2014
A1881X4	XL	01/01/2014	31/12/2014
A1871L4	XL	01/01/2014	31/12/2014
A0285Q4	QS	01/01/2014	31/12/2014
A0442L4	XL	01/01/2014	31/12/2014
A0440S4	XL	01/01/2014	31/12/2014
A0238J4	XL	01/01/2014	31/12/2014
A1799V4	XL	01/01/2014	31/12/2014
A1801K4	XL	01/01/2014	31/12/2014
A1805D4	XL	01/01/2014	31/12/2014
A1629C4	XL	01/01/2014	31/12/2014
A1203J4	XL	01/01/2014	31/12/2014
A1202B4	XL	01/01/2014	31/12/2014
A1309I4	XL	01/01/2014	31/12/2014
A1309I4	XL	01/01/2014	31/12/2014
A1607Q4	XL	01/01/2014	31/12/2014
A1604J4	XL	01/01/2014	31/12/2014
A1309L4	XL	01/01/2014	31/12/2014
A1857J4	XL	01/01/2014	31/12/2014
A1857J4	XL	01/01/2014	31/12/2014
A1861F4	XL	01/01/2014	31/12/2014
A1859F4	XL	01/01/2014	31/12/2014
Y2179K4	XL	01/01/2014	31/12/2014
Y2180C4	XL	01/01/2014	31/12/2014
Y2455E4	XL	01/01/2014	31/12/2014
Y2451L4	XL	01/01/2014	31/12/2014
Y2181K4	XL	01/01/2014	31/12/2014

Policy Market Reference Number	Type	Inception Date	Expiry Date
Y2449L4	XL	01/01/2014	31/12/2014
Y1278V4	XL	01/01/2014	31/12/2014
Y1284J4	XL	01/01/2014	31/12/2014
Y1982D4	XL	01/01/2014	31/12/2014
Y1294S4	XL	01/01/2014	31/12/2014

2014 Reinsurers

- 1 Aegis Syndicate 1225
- 2 Amlin AG (previously Amlin Bermuda)
- 3 Arch Reinsurance Europe Underwriting Ltd
- 4 Arch Reinsurance Limited
- 5 Ark Syndicate 4020
- 6 Atrium Syndicate 609
- 7 Axis Re SE
- 8 Beazley Syndicate 2623
- 9 Beazley Syndicate 623
- 10 BRIT Syndicate 2987
- 11 Catlin Syndicate 2003
- 12 Chaucer Syndicate 1084
- 13 Equator Reinsurances Limited
- 14 Everest Re (Bermuda) Ltd (UK Branch)
- 15 Everest Reinsurance (Bermuda) Ltd
- 16 Hannover Re (Bermuda) Limited
- 17 Hannover Ruckversicherungs AG
- 18 Hardy Syndicate 382
- 19 Hiscox Insurance Company (Bermuda) Ltd
- 20 Hiscox Syndicate 33
- 21 Liberty Syndicate 4472

- 22 Markel Syndicate 3000
- 23 Meacock Syndicate 727
- 24 Munich Reinsurance Company Limited (Australian Branch)
- 25 Munich Reinsurance Company Ltd
- 26 National Indemnity Company
- 27 Odyssey America Reinsurance Corp (UK Branch)
- 28 Partner Reinsurance Europe Ltd
- 29 R & V Versicherungs Ag
- 30 Renaissance Re Syndicate 1458
- 31 SCOR GLOBAL Property & Casualty
- 32 SCOR Re Asia-Pacific PTE Ltd (Australian Branch)
- 33 Sirius International Ins Corp
- 34 Spectrum Syndicate 5151
- 35 Swiss Re Europe S.A. (UK Branch)
- 36 Swiss Re Europe SA
- 37 Swiss Reinsurance Company Limited (Australian Branch)
- 38 Talbot Syndicate 1183
- 39 Transatlantic Reinsurance Company Limited
- 40 TransRe London Limited
- 41 Validus Reinsurance Ltd
- 42 White Mountains Reinsurance Company of America
- 43 XL Re Limited (U.K. Branch)

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

**IN THE MATTER OF QBE INSURANCE (EUROPE)
LIMITED**

and

IN THE MATTER OF COLONNADE INSURANCE S.A.

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)
