

CR-2025-007514

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

COMPANIES COURT (ChD)

BEFORE MR JUSTICE RICHARDS

DATED THIS 5th DAY OF OCTOBER 2026

IN THE MATTER OF

FAIRMEAD INSURANCE LIMITED

AND

HIGHWAY INSURANCE COMPANY LIMITED

AND

LIVERPOOL VICTORIA INSURANCE COMPANY LIMITED

AND

TRAFALGAR INSURANCE LIMITED

AND

IN THE MATTER OF

ALLIANZ INSURANCE PLC

AND

IN THE MATTER OF PART VII OF

THE FINANCIAL SERVICES AND MARKETS ACT 2000

ORDER

UPON THE JOINT APPLICATION by Part 8 Claim Form dated 11 May 2026 (the "**Claim Form**") of the above-named Fairmead Insurance Limited ("**FIL**"), a private limited company incorporated in England and Wales with registered number 00423930, whose registered office is at 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom; Highway Insurance Company Limited ("**HIC**"), a private limited company with registered number 03730662, whose registered office is at 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom; Liverpool Victoria Insurance Company Limited ("**LVIC**"), a private limited company incorporated in England and Wales with registered number 03232514, whose registered office is at 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom and Trafalgar Insurance Limited ("**TIL**"), a private limited company with registered number 00096205, whose registered office is at 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom (LVIC, FIL, HIC and TIL together, the "**Transferors**"); and of Allianz Insurance plc, a public limited company incorporated in England and Wales with registered number 00084638, whose registered office is at 15 Bishopsgate, London, England, EC2N 3AR, United Kingdom (the "**Transferee**") (together with the Transferors, the "**Claimants**"), which Claim Form seeks the sanction of an insurance business transfer scheme pursuant to Part VII of the Financial Services and Markets Act 2000 (as amended) and ancillary and other orders (the "**Scheme**");

AND UPON HEARING Martin Moore KC, Counsel for the Claimants;

AND UPON HEARING (1) Mr [redacted] (2) Mr [redacted] on behalf of Mr [redacted] and (3) Mr [redacted] on behalf of Mrs [redacted] each of Mr [redacted] Mr [redacted] and Mrs [redacted] being policyholders of one or more of the Claimants, on the substantive question of whether the Court should sanction the Scheme;

AND UPON READING the Claim Form and the evidence;

AND UPON the Court being satisfied that the appropriate certificate has been obtained as referred to in section 111(2)(a) of FSMA;

AND UPON the Court approving the attachment of the summary of the Scheme as annexed at Schedule 1 to this Order, such summary providing a synopsis of the main features of the Scheme, which is not to be relied upon in place of the Scheme itself;

AND UPON IT APPEARING that a copy of the application and the statement referred to in regulation 3(4) of the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants) Regulations 2001 (SI 2001/3625) as amended (the ***Regulations***) has been given free of charge to the Prudential Regulation Authority (the ***PRA***) and the Financial Conduct Authority (the ***FCA***) in accordance with regulation 4(1)(b) of the Regulations and that a period of more than 21 days has elapsed since the PRA and the FCA were given those documents;

AND UPON IT APPEARING that a notice pursuant to Regulations 3(2)(a)(i) and 3(2)(a)(ii) of the Regulations approved by the PRA, was published once in each of the London Gazette, the Edinburgh Gazette, the Belfast Gazette, The Times, Daily Mail, The Financial Times and The Sun;

AND UPON each of Allianz Management Services Limited (***AMSL***) and Liverpool Victoria General Insurance Group Limited (***LVGIG***) by Counsel for the Claimants (being their Counsel for the purpose) consenting to the transfer of the LVGIG Transferred Business (as defined in the Scheme hereinafter sanctioned) and undertaking to be bound thereby;

AND UPON the Court considering that, in all the circumstances, it is appropriate to sanction the Scheme as annexed at Schedule 2 to this Order;

THIS COURT HEREBY SANCTIONS, pursuant to section 111 of FSMA, the Scheme as annexed at Schedule 2 to this Order;

AND IT IS ORDERED THAT all the terms of the Scheme shall as and from the dates and times therein provided take effect under section 112 of FSMA without further act or instrument as if each were separately set out in this Order. Without prejudice to the generality of the foregoing:

(1) the transfer of the Transferred Business (as defined in the Scheme), other than the LVGIG Transferred Business, provided for by paragraph 3 of the Scheme and the transfers of property and liabilities (as defined by sections 112(12) and (13) of FSMA respectively) provided for thereby shall take effect pursuant to section 112(1) of FSMA and vest or transfer as provided for in paragraph 3.1 of the Scheme;

(2) the transfer of the LVGIG Transferred Business (as defined in the Scheme) provided for by paragraph 3 of the Scheme and the transfers of property and liabilities (as defined by sections 112(12) and (13) of FSMA respectively) provided for thereby shall take effect pursuant to section 112(1)(d) of FSMA and vest or transfer as provided for in paragraph 3.1 of the Scheme;

(3) the provisions in paragraph 6 of the Scheme relating to the continuity of proceedings shall take effect pursuant to section 112(1)(c) of FSMA; and

(4) the provisions of all other paragraphs of the Scheme not referred to in (1), (2) and (3) above shall take effect pursuant to section 112(1)(d) of FSMA.

AND IT IS FURTHER ORDERED THAT:

(1) the production of a copy of this Order shall, for all purposes, be evidence of the transfer to, and vesting in:

   (i) the Transferee of the Transferred Business, Transferred Assets, Transferred Liabilities, (in each case, other than the LVGIG Transferred Business), Residual Assets, and Residual Liabilities in accordance with this Order and the Scheme; and

   (ii) AMSL of the LVGIG Transferred Business in accordance with this Order and the Scheme;

(2) in accordance with section 112(10) of FSMA, the Transferee shall within 10 days from the date of this Order, or such longer period as the PRA shall allow, deposit two office copies of this Order with the PRA;

(3) in accordance with section 112ZA(1) of FSMA, the PRA shall give a copy of this Order to the FCA without delay; and

(4) the Claimants may apply to the Court for such order(s) or direction(s) as may be expedient or necessary for the purposes set out in section 112 of FSMA or pursuant to paragraph 16.2 of the Scheme and generally.

SERVICE OF THIS ORDER

The Court has provided a sealed copy of this order to the serving party:

Freshfields LLP, 100 Bishopsgate, London EC2P 2SR (reference 181191-0001/LEH)

Schedule 1
Summary of the Scheme

1.1 This Schedule summarises the key elements of the transfer of the insurance businesses of the Transferors to the Transferee, and certain assets and liabilities of LVGIG to AMSL (the ***Transfer***). This summary should not be regarded as or relied upon as being comprehensive, and should not be treated as a substitute for reading the Scheme.

1.2 Terms used and not otherwise defined in this Schedule shall have the meaning given to them in the Scheme.

2. Effective Date of the Transfer

2.1 The Transfer is conditional upon the High Court granting an order pursuant to Part VII of FSMA (which it has done).

2.2 On the Effective Date, which is expected to be 1 January 2027:

(a) The four Transferors (LVIC, HICO, FIL and TIL) will transfer all of their respective businesses to AZI. Among other things, this means that AZI will become the insurer and will be responsible for the Transferred Policies; and

(b) All rights and obligations under or in relation to the LVGIG Transferred Business will transfer from LVGIG to AMSL. This means that AMSL will become the counterparty to, and will be responsible for, the LVGIG Service Contracts as well as LVGIG's pre-paid expenses, receivables, software and trademarks.

3. The impact of the Transfer

3.1 On the Effective Date, AZI will acquire all the rights, benefits and powers of the Transferors in relation to the Transferred Business, including the Transferred Policies.

3.2 All policyholders will be entitled to the same rights, benefits and obligations with AZI as they had with the Transferors before the Transfer The transfer of policies under the Scheme shall not invalidate or discharge any policy or constitute a breach or default under the policy.

3.3 AZI will also acquire all the rights, benefits and powers in relation to the Transferred Contracts. All counterparties will be entitled to the same rights, benefits and obligations with AZI as they had with the Transferors before the Transfer.

3.4 AMSL will acquire all the rights, benefits and powers in relation to the LVGIG Service Contracts. All counterparties will be entitled to the same rights, benefits and obligations with AMSL as they had with LVGIG before the Transfer.

3.5 The transfer of contracts under the Scheme shall not invalidate or discharge any contract, constitute a breach of any contractual provision or other requirement which has the effect of prohibiting the transferring contracts, or constitute a waiver of any existing rights of the Transferors or LVGIG (as applicable) in relation to the Transferred Contract.

4. Transferred assets and liabilities

4.1 The transferring assets include all of the assets of the Transferors as at the Effective Date, excluding certain (limited) assets. The transferring assets include (without

limitation) insurance policies written or assumed in whole or in part for the account of the Transferors, intra-group contracts, reinsurance contracts and other contracts related to the Transferors' business and trademarks.

4.2 The transferring assets also include the LVGIG Service Contracts which support the operation of the Transferred Business, as well as LVGIG's pre-paid expenses, receivables, software and trademarks.

4.3 The transferring liabilities include all of the liabilities of the Transferors in connection with the Transferred Business, excluding certain liabilities. The transferring liabilities include (without limitation) liabilities in relation to the transferring policies, the transferring contracts, and any other transferred assets.

4.4 The transferring liabilities also include all liabilities under or in connection with each of the transferring LVGIG Service Contracts and any amounts owed by LVGIG.

5. Residual assets and liabilities

Certain assets and liabilities may transfer on a date after the Effective Date if they cannot be transferred on the Effective Date for certain reasons. These are known as residual assets and liabilities. These will be transferred to AZI or AMSL (as applicable), if that transfer later becomes possible.

6. Pipeline business

Any offers made by a Transferor, whether or not accepted, in respect of the Transferring Business prior to the Effective Date will have effect as if it were made by or to AZI, and any agreement or other document executed by any person as a result of such an offer or invitation to treat which would on its face be an agreement with or document in favour of a Transferor shall operate as if with or in favour of AZI.

7. Reinsurance

7.1 Under the Scheme, AZI will become party to any intra-group and external third-party reinsurance arrangements that the Transferors are currently party to, and these will continue to operate in the same way as they did before the Transfer, with AZI replacing the relevant transferring company.

7.2 Where there are existing reinsurance agreements between AZI and the Transferors on the date of the Transfer, these agreements will stop.

8. Data protection

8.1 Under the terms of the Scheme, AZI or AMSL (as applicable) will become the 'data controller' of personal data meaning that it will take over the rights and responsibilities under applicable data protection laws in respect of personal data which are associated with the transferring business.

8.2 In addition, marketing preferences will be adhered to by AZI or AMSL (as applicable).

9. Continuity of legal proceedings

If the High Court approves the Scheme, any legal proceedings against the Transferors or LVGIG (as applicable) shall be commenced or continued against AZI or AMSL (as applicable). AZI and AMSL will be entitled to all defences, claims, counterclaims and

rights of set-off that would have been available to the Transferors and LVGIG in relation to any such proceedings, and the Transferors and LVGIG (as applicable) shall have no liability under those proceedings. The same is true in relation to proceedings in connection with any residual assets and residual liabilities once the residual assets and liabilities transfer on a date subsequent to the Effective Date.

10. Mandates and other authorities

Any direct debit mandates or standing orders authorised to be payable to the Transferors or LVGIG (as applicable) before the Transfer will take effect as if they were authorised to be payable to AZI or AMSL (as applicable).

11. Costs

Each of the Transferors, LVGIG, AZI and AMSL will bear their own costs and expenses in connection with the Scheme, and these will be met by Allianz UK.

12. Amendments to the Scheme

12.1 Before the High Court approves the Scheme, AZI and the Transferors can consent to make modifications or additions to the Scheme, without the High Court's approval. After the High Court has approved the Scheme, AZI and the Transferors are allowed to make modifications or additions to the Scheme if they follow a specific process when doing so.

12.2 This process involves making an application to the High Court, notifying the PRA and FCA, publicising the amendment if so directed by the High Court, and obtaining a certificate from an independent actuary, stating that in their opinion, the proposed amendments will not materially adversely affect policyholders.

12.3 The High Court process described above does not have to be followed if only minor or technical amendments are being made or if PRA and the FCA have been notified of the proposed modification or addition and either (i) indicated that they do not object or (ii) not indicated any objections within 28 days.

13. Governing law

The Scheme is governed by English law.

Schedule 2
The Scheme

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IN THE MATTER OF

FAIRMEAD INSURANCE LIMITED

AND

HIGHWAY INSURANCE COMPANY LIMITED

AND

LIVERPOOL VICTORIA INSURANCE COMPANY LIMITED

AND

TRAFALGAR INSURANCE LIMITED

AND

IN THE MATTER OF

ALLIANZ INSURANCE PLC

AND

IN THE MATTER OF PART VII OF

THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

for the transfer of
the general insurance businesses of
Fairmead Insurance Limited, Highway Insurance Company Limited, Liverpool Victoria Insurance Company Limited and Trafalgar Insurance Limited to
Allianz Insurance Plc
pursuant to Part VII of the Financial Services and Markets Act 2000

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PART A

1. Introduction, Parties to the Scheme and Eligibility

The Transferors

1.1 Fairmead Insurance Limited (***FIL***) is a private limited company incorporated and registered in England and Wales with registration number 00423930, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

1.2 Highway Insurance Company Limited (***HICO***) is a private limited company incorporated and registered in England and Wales with registration number 03730662, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. HICO is a subsidiary of LVIC.

1.3 Liverpool Victoria Insurance Company Limited (***LVIC***) is a private limited company incorporated and registered in England and Wales with registration number 03232514, whose registered office address is 57 Ladymead, Guildford, Surrey, England, GU1 1DB, United Kingdom.

1.4 Trafalgar Insurance Limited (***TIL***) is a private limited company incorporated and registered in England and Wales with registration number 00096205, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. TIL is a subsidiary of the Transferee.

1.5 Liverpool Victoria General Insurance Group Limited (***LVGIG***) is a private limited company incorporated and registered in England and Wales with registration number 04332926, whose registered office address is 57 Ladymead, Guildford, Surrey, England, GU1 1DB, United Kingdom.

1.6 Each of FIL, HICO, LVIC and TIL are authorised insurance companies in the Allianz UK Group and LVGIG provides services on behalf of entities in the Allianz UK Group.

The Transferee and AMSL

1.7 Allianz Insurance plc (the ***Transferee***) is a public limited company incorporated and registered in England and Wales with registration number 00084638, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

1.8 Allianz Management Services Limited (***AMSL***) is a private limited company incorporated and registered in England and Wales with registration number 03947280, whose registered office address is 15 Bishopsgate, London, England, EC2N 3AR.

Outline of Scheme

1.9 In order to restructure and simplify the Allianz UK Group, including the number of regulated insurance companies in the Allianz UK Group, it is proposed that, subject to and in accordance with Part VII of, and Schedule 12 to, FSMA and the Transfer Regulations, the Transferred Business (other than the LVGIG Transferred Business) will be transferred to the Transferee and the LVGIG Transferred Business will be transferred to AMSL, in accordance with this Scheme and by virtue of the Order.

1.10 It is proposed that:

(a) all of the Transferred Business (other than the LVGIG Transferred Business), be transferred to the Transferee, and that the Order be made accordingly for the sanction of this Scheme under section 111(1) of FSMA; and

(b) by the Order, provision be made, as hereinafter appearing, for, among other matters, the transfer of the:

(i) Transferred Business (other than the LVGIG Transferred Business) from the Transferors to the Transferee pursuant to section 112(1) of FSMA; and

(ii) the LVGIG Transferred Business from LVGIG to AMSL, in order to ensure that the Scheme is fully and effectively carried out, pursuant to section 112(1)(d) of FSMA.

1.11 Excluded Assets, Excluded Policies and Excluded Liabilities, if any, however, will not transfer to the Transferee under this Scheme and instead will remain with the relevant Transferor.

1.12 It is further proposed that the transfer of the Jersey Policies to the Transferee shall only take place to the extent that the transfer of such policies to the Transferee has been approved by the Royal Court of Jersey and has become effective in accordance with the terms of the Jersey Scheme.

Eligibility

1.13 At the date of this Scheme, each of LVIC, FIL, HICO and TIL and the Transferee is an Authorised Person with permission, *inter alia*, to carry on general insurance business in the United Kingdom with respect to certain classes of general insurance business that fall within Part I of Schedule 1 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

1.14 For the purposes of section 105(1)(c) of FSMA, this Scheme is not an "excluded scheme" under section 105(3) of FSMA.

1.15 LVGIG and AMSL undertake to the Court to be bound by the Scheme, to execute or do, or procure to be executed or done, all such documents, acts or things as may be necessary or as the Court may consider desirable to be executed or done by it or on its behalf for the purpose of giving effect to the Scheme and, subject to the Scheme becoming effective, to be bound thereby.

PART B

2. Interpretation

2.1 Definitions

In this Scheme (including the Schedules), capitalised words and expressions shall have the meanings ascribed to them in Schedule 1 (*Definitions*).

2.2 Headings

Headings are inserted for convenience only and shall not affect the construction of this Scheme.

2.3 References

Any reference to this Scheme shall include any schedules to it and references in this Scheme to Paragraphs, Parts or Schedules are, except where the context otherwise requires, to paragraphs of, parts of and schedules to this Scheme.

2.4 Exercise of powers of control

Where any obligation pursuant to this Scheme is expressed to be undertaken or assumed by any person, such obligation shall be construed as including a requirement on that person to exercise all rights and powers of control over the affairs of any other person which that person is properly able to exercise (whether directly or indirectly) in order to secure performance of such obligation.

2.5 Modification of statutes and rules or regulations issued by the FCA or PRA

Any reference to an enactment or a statutory provision, or any rules or regulations issued by the FCA or PRA, shall, save where expressly provided to the contrary, include a reference to that enactment or statutory provision or rule or regulation as from time to time amended, consolidated, modified, re-enacted or replaced by any statute or statutory provision or rule or regulation and shall include (where applicable):

(a) any subordinate legislation made under the relevant statutory provision and any amendment or replacement thereof; and

(b) any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced or re-enacted.

2.6 Singular and plural words

Any word in the singular shall include the plural and vice versa.

2.7 Gender

Any reference to the masculine gender shall include the feminine and neuter genders and vice versa.

2.8 References to a person

Any reference to a person shall include a reference to a body corporate, a partnership, an unincorporated association and to a person's executors or administrators and shall include a trustee.

2.9 **References to writing**

Any reference to writing shall include any modes of reproducing words in a legible and non-transitory form.

2.10 **References to including, include, in particular or any similar expression**

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.11 **English law concepts**

References to any process or concepts of English law shall include all equivalent processes or concepts under the laws of any other applicable jurisdiction.

2.12 **"Under" a Transferred Policy or Transferred Contract**

References to rights or liabilities being "under" a Transferred Policy or Transferred Contract shall mean rights or liabilities howsoever arising whether contractually or non-contractually or otherwise in respect of the Transferred Policy or Transferred Contract.

2.13 **Relevant Transferor Entity**

A reference to the "relevant Transferor Entity" shall be construed, as the context may require, as:

(a) a reference to the relevant Transferor in relation to matters that pertain to the transfer of the Transferred Business (other than the LVGIG Transferred Business) to the Transferee pursuant to section 112(1) of FSMA; or

(b) a reference to LVGIG in relation to matters that pertain to the transfer of the LVGIG Transferred Business pursuant to section 112(1)(d) of FSMA.

2.14 **Relevant Transferee Entity**

A reference to the "relevant Transferee Entity" shall be construed, as the context may require, as:

(a) a reference to the Transferee in relation to matters that pertain to the transfer of the Transferred Business (other than the LVGIG Transferred Business) to the Transferee pursuant to section 112(1) of FSMA; or

(b) a reference to AMSL in relation to matters that pertain to the transfer of the rights and obligations under or in relation to the LVGIG Transferred Business to AMSL pursuant to section 112(1)(d) of FSMA.

PART C

3. Transfer

3.1 Transfer of the Transferred Business

On and with effect from the Effective Date, the Transferred Business shall without further act or instrument, be transferred by the relevant Transferor Entity to and vested in the relevant Transferee Entity in accordance with this Scheme.

4. Transfer of policies and assets

4.1 Transferred Assets

On and with effect from the Effective Date, each Transferred Asset, and all estate and interest of the relevant Transferor Entity in it, shall, by the Order and without any further act or instrument, be transferred by the relevant Transferor Entity to and vest in the relevant Transferee Entity subject to all Encumbrances (if any) affecting such Transferred Assets in accordance with the terms of this Scheme.

4.2 Residual Assets

On and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all estate and interest of the relevant Transferor Entity in it shall, by the Order and without any further act or instrument, be transferred by the relevant Transferor Entity to and vest in the relevant Transferee Entity subject to all Encumbrances (if any) affecting such Residual Assets in accordance with the terms of this Scheme.

4.3 Title to assets

Except as otherwise agreed in writing between the relevant Transferor Entity and the relevant Transferee Entity, the relevant Transferee Entity shall accept without investigation or requisition such title as the Transferor shall have at the Effective Date to the Transferred Assets and at each Subsequent Transfer Date to each Residual Asset then transferred to it.

4.4 Further assurance

Each of the relevant Transferor Entities and the relevant Transferee Entities shall execute and deliver (or procure the execution and delivery of) such further documents (including assignments or novations, as appropriate) and perform (or procure the performance of) such further acts as may be required by law or as may be necessary or reasonably required by the other party to effect or perfect the transfer to and vesting in the relevant Transferee Entity of the Transferred Assets and each Residual Asset in accordance with the terms of this Scheme.

4.5 Capacity

The transfers effected pursuant to paragraphs 4.1 and 4.2 above shall take effect notwithstanding any provision to the contrary in any contract, agreement, deed, document or arrangement of any kind with any person and whether or not the relevant Transferee Entity and/or the relevant Transferor Entity have capacity to effect the same.

5. Transfer of Liabilities

5.1 Transferred Liabilities

On and with effect from the Effective Date, each Transferred Liability shall, by the Order and without any further act or instrument, be transferred by the relevant Transferor Entity to and become a liability of the relevant Transferee Entity and shall cease to be a liability of the relevant Transferor Entity in accordance with the terms of this Scheme.

5.2 Residual Liabilities

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 by the relevant Transferor Entity to and become a liability of the relevant Transferee Entity and shall cease to be a liability of the relevant Transferor Entity in accordance with the terms of this Scheme.

5.3 Further assurance

Each relevant Transferor Entity and relevant Transferee Entity shall execute and deliver (or procure the execution and delivery of) such further documents (including assignments or novations, as appropriate) and perform (or procure the performance of) such further acts as may be required by law or as may be necessary or reasonably required by the other party to effect or perfect the transfer to and vesting in the relevant Transferee Entity of the Transferred Liabilities and each Residual Liability in accordance with the terms of this Scheme.

5.4 Capacity

The transfers effected pursuant to paragraphs 5.1 and 5.2 above shall take effect notwithstanding any provision to the contrary in any contract, agreement, deed or arrangement with any person and whether or not the relevant Transferee Entity and/or the relevant Transferor Entity have capacity to effect the same.

6. Continuity of Proceedings

6.1 On and with effect from the Effective Date, any Proceedings, to the extent issued, served or commenced in connection with the Transferred Business shall be commenced, continued, or made (as appropriate) by or on behalf of or against the relevant Transferee Entity, whether such Proceedings are (or purport to be) issued, served, pending, current, potential, threatened or otherwise before, on, or after the Effective Date, and whether or not the matter giving rise to such Proceedings is known to or in the contemplation of the relevant Transferor Entity and/or the relevant Transferee Entity as at the Effective Date, and:

(a) the relevant Transferee Entity shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to the relevant Transferor Entity in relation to those Proceedings;

(b) any other party to such Proceedings shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off against the

relevant Transferee Entity as would have been available to it against the relevant Transferor Entity in relation to those Proceedings; and

(c) the relevant Transferor Entity shall have no liability under those Proceedings and for the avoidance of doubt the relevant Transferee Entity, in its absolute discretion, may determine after the Effective Date to discontinue any such Proceedings brought by a relevant Transferor Entity.

6.2 On and with effect from the Subsequent Transfer Date applicable thereto, any Proceedings, to the extent issued, served or commenced in connection with the relevant Residual Asset or the relevant Residual Liability which relate to a Transferred Asset or a Residual Asset which is to be transferred on such Subsequent Transfer Date relating to a relevant Transferor Entity, shall be commenced, continued, or made (as appropriate) by or on behalf of or against the relevant Transferee Entity, whether such Proceedings are (or purport to be) issued, served, pending, current, potential, threatened or otherwise before, on, or after the Effective Date, and whether or not the matter giving rise to such Proceedings is known to or in the contemplation of the relevant Transferor Entity and/or the relevant Transferee Entity as at the Effective Date, and:

(a) the relevant Transferee Entity shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to the relevant Transferor Entity in relation to those Proceedings;

(b) any other party to such Proceedings shall be entitled to all claims, counterclaims, defences to counterclaims and rights of set-off against the relevant Transferee Entity as would have been available to it against the relevant Transferor Entity in relation to those Proceedings; and

(c) the relevant Transferor Entity shall have no liability under those Proceedings and for the avoidance of doubt the relevant Transferee Entity, in its absolute discretion, may determine after the Effective Date to discontinue any such Proceedings brought by the relevant Transferor Entity. Until such Subsequent Transfer Date, the relevant Proceedings shall be continued by the relevant Transferor Entity.

6.3 For the avoidance of doubt, any Proceedings to the extent issued, served or commenced by or against the relevant Transferor Entity which are not to be continued by or against the relevant Transferee Entity pursuant to paragraph 6.1 or 6.2 shall be continued by or against the relevant Transferor Entity and the relevant Transferor Entity shall remain entitled to all defences, claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to it in relation to those Proceedings.

6.4 Any judgment, settlement, order or award obtained by or against a relevant Transferor Entity which relates to any part of the Transferred Business and which is not fully satisfied before the Effective Date (or, in the case of the Residual Assets or Residual Liabilities, the Subsequent Transfer Date) shall, on that date and to the extent to which it was enforceable by or against the relevant Transferor Entity immediately prior to such date, become enforceable by or against the relevant Transferee Entity (to the exclusion of such relevant Transferor Entity).

6.5 On and with effect from the Effective Date, all references to a relevant Transferor Entity in any Periodical Payment Order (or relevant part thereof) relating to the Transferred

Business shall be read and construed as if referring to the Transferee so that such references shall take effect as if the Transferee were the original party to the Periodical Payment Order (or relevant part thereof) in place of the relevant Transferor Entity and any liabilities of the relevant Transferor Entity in respect of any such Periodical Payment Order (or relevant part thereof) shall be the liabilities of the Transferee.

6.6 On and with effect from the Effective Date, all references to a relevant Transferor Entity in any Provisional Damage Order (or relevant part thereof) relating to the Transferred Business shall be read and construed as if referring to the Transferee so that such references shall take effect as if the Transferee were the original party to the Provisional Damage Order (or relevant part thereof) in place of the relevant Transferor Entity and any liabilities of the relevant Transferor Entity in respect of any such Provisional Damage Order (or relevant part thereof) shall be the liabilities of the Transferee.

7. Mandates and other authorities

7.1 Any mandate, standing order or other instruction or authority in force at the Effective Date (including, without limitation, any instructions given to a bank by its customer in the form of direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums or other amounts payable to any of the relevant Transferor Entities under any Transferred Policy, Transferred Contract or other Transferred Asset, shall thereafter take effect as if it had provided for and authorised such payment to the relevant Transferee Entity.

7.2 Any mandate or other instruction or authority in force on the Effective Date as to the manner of payment by the relevant Transferor Entity of any sum payable under any Transferred Policy, Transferred Contract or other Transferred Asset, shall continue in force as an effective mandate, instruction or authority to the relevant Transferee Entity.

7.3 Any existing power of attorney, authority, undertaking or consent given to or by the relevant Transferor Entity in respect of the Transferred Business shall have effect, on and from the Effective Date, as if given to or, as the case may be, by the relevant Transferee Entity.

8. Contribution Rights

8.1 On the Effective Date, the relevant Transferee Entity shall:

(a) become entitled to all the rights, benefits and powers of the relevant Transferor Entity to claim contribution from any other person, including any insurer, reinsurer or retrocessionaire subsisting on the Effective Date which arises as a result of or in connection with the Transferred Policies (whether under the terms of the Transferred Policies themselves or pursuant to applicable law or principle of law, including pursuant to any doctrine of subrogation); and

(b) be subject to all the obligations and liabilities of the relevant Transferor Entity to make any such similar contribution towards the liability of any other person subsisting on the Effective Date.

9. Rights and obligations under the Transferred Policies

9.1 On the Effective Date, the Transferee shall become entitled to all the rights, benefits and powers of the relevant Transferor Entity whatsoever subsisting on the Effective

Date under or by virtue of the Transferred Policies and be subject to all the obligations and liabilities, of the relevant Transferor Entity whatsoever subsisting on the Effective Date under or by virtue of the respective Transferred Policies.

9.2 Subject to the terms of this Scheme, every person who is a policyholder in respect of a Transferred Policy shall, on and with effect from the Effective Date, become entitled, in succession to, and to the exclusion of, any rights (including any rights in Proceedings) which they may have had against the relevant Transferor Entity under such Transferred Policy, to the same rights (including any rights in Proceedings) against the Transferee as were available to them against the relevant Transferor Entity under such Transferred Policy and (as regards a Transferred Policy under which premiums or other sums attributable or referable thereto continue to be payable by them) 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, if any, as and when the same become due and payable.

9.3 If any person entitled to do so with respect to a Transferred Policy exercises any right or option granted under the terms of that Transferred Policy and either:

(a) the right or option provides for amendments to be made to an existing Transferred Policy; or

(b) it is appropriate in the opinion of the Transferee Board in order to comply with that right or option to amend an existing Transferred Policy,

such person shall be entitled to require that the obligation thereby arising be satisfied by the amendment by the Transferee of the Transferred Policy in order to comply with the terms of such right or option.

9.4 All references in any Transferred Policy to any relevant Transferor Entity, a Transferor Board or any other officers, employees or agents of the relevant Transferor Entity shall, with effect on and from the Effective Date, be read as references to the Transferee, the Transferee Board or any other officers, employees or agents of the Transferee respectively 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, and subject to the other provisions of this Scheme, all rights and/or duties exercisable or expressed to be exercisable or responsibilities to be performed by any of the relevant Transferor Entities, a Transferor Board or any other officers, employees or agents of the relevant Transferor Entities in relation to any of the Transferred Policies shall, with effect on and from the Effective Date, be exercisable or required to be performed by the Transferee, the Transferee Board or any other officers, employees or such agents of the Transferee respectively, and accordingly all obligations of the relevant Transferor Entities, the Transferor Boards or any other officers, employees or agents of the Transferors in relation to any of the Transferred Policies shall, with effect on and from the Effective Date, cease and determine. All references in a Transferred Policy to a relevant Transferor Entity and its Affiliates shall, where the context requires, be read and construed with effect from the Effective Date as references to the Transferee and its Affiliates.

9.5 Neither the transfer of the Transferred Policies nor this Scheme nor anything done or omitted to be done in connection with the transfer of the Transferred Policies or this Scheme shall, in relation to the Transferred Policies or any Transferred Assets, the

Residual Assets, the Transferred Liabilities and the Residual Liabilities or any other asset, property, liability or business of any member of the Allianz UK Group whether before or after the Effective Date:

(a) invalidate, discharge or result in the termination of any Transferred Policy, agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or

(b) constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any person to terminate, any Transferred Policy, agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or

(c) require any registration, re-registration or filing of any amendment to any existing registration or filing in respect of any Transferred Policy, agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title; or

(d) require any person to perform any new or additional obligation or take any new or additional step or action, including the giving of any notice, the obtaining of any consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property; or

(e) entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any Transferred Policy, agreement, instrument or Encumbrance; or

(f) affect the enforceability, priority or ranking of any Encumbrance.

9.6 Any judgment obtained by or against a relevant Transferor Entity in respect of the Transferred Policies and not fully satisfied before the Effective Date shall at that time, to the extent to which it was enforceable by or against the relevant Transferor Entity immediately prior thereto, become enforceable by or against the Transferee (to the exclusion of the relevant Transferor Entity).

9.7 Without prejudice to paragraph 10 below, the terms of this paragraph 9 shall apply, *mutatis mutandis*, to the Transferred Contracts save that references to "the Transferee" (or similar) in this paragraph 9 shall be construed as references to the relevant Transferee Entity.

10. Consequences of vesting of Transferred Contracts

10.1 Save to the extent stated otherwise in the Order, the transfer and vesting of any Transferred Contracts (or to the extent any Transferred Contracts are transferred at a Subsequent Transfer Date as Residual Assets (such Transferred Contracts being ***Residual Contracts***), such Contracts) pursuant to this Scheme shall not:

(a) invalidate or discharge any contract, agreement, deed, security, guarantee or other arrangement; or

(b) constitute a breach of any representation, obligation or duty, or enable any person to bring a claim against any person, in each case whether in contract, tort, equity or otherwise; or

(c) constitute a breach of, or default under, or require compliance with any contractual provision or other requirement which has the effect of prohibiting a transfer of any Transferred Contract, any Residual Contract, or which requires:

(i) notice or consent for or an acknowledgement of any action or other matter to be obtained from or provided to any person;

(ii) any obligation to be performed sooner or later than would have otherwise been the case;

(iii) any person to deliver any information to any other person for the purposes of satisfying KYC Requirements;

(iv) the relevant Transferor Entity and/or the relevant Transferee Entity and/or any counterparty to execute any new or additional documents, record details in any register, accede to any existing documents, provide any confirmations or undertakings to any person and/or meet any other pre-conditions in respect of a transfer of any Transferred Contract or any Residual Contract

(v) the satisfaction of eligibility criteria or any other condition which would restrict the ability of the relevant Transferee Entity to acquire any Transferred Contract or any Residual Contract, or to be or become a party to the associated documentation; or

(vi) compliance with any restriction on the transfer of confidential information between the relevant Transferor Entity and the relevant Transferee Entity,

in each case under any contract to which any of the relevant Transferor Entities or the relevant Transferee Entity is a party or is bound; or

(d) constitute a waiver of any existing rights of the relevant Transferor Entity in relation to any Transferred Contract or any Residual Contract; or

(e) require the payment to any person by the relevant Transferor Entity or the relevant Transferee Entity of any fees, costs or expenses of any person; or

(f) require the delivery by the relevant Transferor Entity or the relevant Transferee Entity of any legal opinion, tax opinion, report, certificate, evidence, corporate authorisation document or other document; or

(g) allow any person to terminate or vary (or treat as terminated or varied) any contract, deed, warranty, undertaking or other arrangement, save to the extent expressly permitted pursuant to this Scheme, or confer a right or benefit on such person, or release any such person of any obligation, to the extent the foregoing would not otherwise have been possible, and accordingly no event of default or

termination right (howsoever described) in any such arrangement shall be deemed to arise in connection with any of the foregoing.

11. Provisions in relation to offers etc. prior to the Effective Date

Without prejudice to the generality of the foregoing provisions, on and with effect from the Effective Date:

(a) any offer or invitation to treat made to or by a relevant Transferor Entity prior to the Effective Date shall be construed and have effect as an offer or invitation to treat made to or by the relevant Transferee Entity;

(b) if a person executes an agreement, undertaking, Encumbrance or other document as a result of any offer or invitation to treat referred to in paragraph 11(a) which would, when completed, on its face be an agreement with or undertaking, Encumbrance or document in favour of, a relevant Transferor Entity, such agreement, undertaking, Encumbrance or other document shall operate as if with or in favour of the relevant Transferee Entity;

(c) in relation to any references to a relevant Transferor Entity or any director, officer or employee of a relevant Transferor Entity in or relating to an offer, invitation to treat, agreement, undertaking, Encumbrance or other document and any further document relating thereto, such offer, invitation to treat, agreement, undertaking, Encumbrance or other document and any further document relating thereto shall have effect on and from the Effective Date as if:

(i) for any reference (however worded and whether express or implied) to the relevant Transferor Entity there were substituted, in respect of anything falling to be done on or after the Effective Date, a reference to the relevant Transferee Entity; and

(ii) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of a relevant Transferor Entity were, in respect of anything falling to be done on or after the Effective Date, a reference to the directors of the relevant Transferee Entity or, as the case may require, to such director, officer or employee of the relevant Transferee Entity as the relevant Transferee Entity may appoint for that purpose or, in default of appointment, to the director, officer or employee of the relevant Transferee Entity who corresponds as nearly as may be to the first mentioned director, officer or employee.

12. Declaration of trust

12.1 Trust for the benefit of the relevant Transferee Entity

If any assets and property of the Transferred Business are not, or are not capable of being, transferred to and vested in the relevant Transferee Entity by the Order on the Effective Date by reason of such property being a Residual Asset or for any other reason, the relevant Transferor Entity shall, from the Effective Date, hold such assets and property on trust absolutely for the relevant Transferee Entity, except to the extent that giving effect to such trust would (in itself) constitute the transfer of a Residual Asset.

12.2 **Other assets and property held on trust for the relevant Transferee Entity**

On and from the Effective Date, the relevant Transferor Entity shall hold all assets and property which is or comes into its possession which relates to or is derived from the Transferred Business, any Transferred Asset or any Residual Asset on trust for the relevant Transferee Entity and as directed by the relevant Transferee Entity, and these assets and property shall be treated as Transferred Assets.

12.3 **Authority in relation to the assets and property held on trust**

On and from the Effective Date, the relevant Transferor Entities shall be subject, in respect of any assets and property referred to in paragraphs 12.1 and 12.2, to the lawful directions of the relevant Transferee Entity until:

(a) the relevant assets and property are transferred to or otherwise vested in the relevant Transferee Entity; or

(b) the relevant assets and property are disposed of (whereupon the relevant Transferor Entity shall account to the relevant Transferee Entity for the proceeds of sale thereof).

The relevant Transferee Entity shall have authority to act as the attorney of each Transferor in respect of such assets and property for all such purposes.

13. Evidence: books and documents

13.1 All Business Records which would, before the Effective Date, have been evidence in respect of any matter or Proceedings for or against any of the relevant Transferor Entities at the Effective Date, shall be admissible in evidence in respect of the same matter for or against the relevant Transferee Entity after the Effective Date.

14. Data protection

14.1 In this paragraph 14, terms shall be construed in accordance with the definitions in the Applicable UK Data Protection Laws.

14.2 With effect from the Effective Date:

(a) in respect of all Policyholder Data or other personal data in respect of which a relevant Transferor Entity was the data controller immediately before the Effective Date, the relevant Transferee Entity shall become the data controller;

(b) any information made available to, or consent obtained or request or other notice received from, any data subject by or on behalf of any relevant Transferor Entity in respect of the Policyholder Data or other personal data will be deemed to have been made available, obtained or received by the relevant Transferee Entity, to the extent compliant with the Applicable UK Data Protection Laws; and

(c) any reference to a relevant Transferor Entity in any such information, consent, request or other notice will be deemed to include a reference to the relevant Transferee Entity.

14.3 Where, prior to the Effective Date, a policyholder has provided Marketing Preferences to any of the relevant Transferor Entities and the relevant Transferee Entity, the relevant Transferee Entity's record of the policyholder's Marketing Preference shall be deemed to apply on and with effect from the Effective Date whether or not it is the same as any Marketing Preference given by the policyholder to the relevant Transferor Entity.

14.4 Where a policyholder has made a Subject Access Request to any of the relevant Transferor Entities before the Effective Date and the relevant Transferor Entity has not responded with a copy of the Policyholder Data controlled by it in accordance with the Applicable UK Data Protection Laws before the Effective Date, the relevant Transferee Entity shall respond to the request, in accordance with the Applicable UK Data Protection Laws, by providing copies of the Policyholder Data held by the relevant Transferor Entity immediately before the Effective Date.

PART D

Miscellaneous Provisions

15. Effective Date of this Scheme

15.1 Subject to paragraph 16.2, this Scheme shall become effective on the Effective Date in accordance with its terms.

15.2 This Scheme shall lapse if it does not become effective on or before the later of:

(a) the date which is six months after the date of the Order; and

(b) such time and/or date as the Court may allow on the application of the Transferors and the relevant Transferee Entity,

(the ***Long-stop Date***).

16. Modifications or additions

16.1 At any time prior to the sanction of this Scheme by the Court, LVIC, FIL, HICO and TIL and the Transferee may consent for and on behalf of the persons bound hereby and all other persons concerned (other than the PRA or the FCA) to any modification of, or addition to, this Scheme or to any further condition or provision affecting the same which the Court may approve or impose.

16.2 Subject to paragraph 16.3, at any time following the sanction of this Scheme by the Court, any modification of, or addition to, this Scheme or to any further condition or provision affecting the same must be made by application to, and with the approval of, the Court, provided always that:

(a) the PRA and the FCA shall be given 21 days' prior notice of, and shall have the right to be heard at, any hearing to consider such application; and

(b) such application shall be accompanied by a certificate from an independent actuary to the effect that in their opinion the proposed amendment will not materially adversely affect the holders of Transferred Policies.

16.3 Any modification of, or addition to, this Scheme or to any further condition or provision affecting the same shall not require Court Approval where:

(a) such amendment is:

(i) considered by LVIC, FIL, HICO and TIL or the Transferee to be minor and/or technical; or

(ii) to correct a manifest error in its terms; and

(b) the relevant department of each of the PRA and the FCA has been notified of the proposed modification or addition and either:

(i) the PRA and the FCA have respectively indicated that they do not object thereto; or

(ii) a period of 28 days has passed commencing on the date of the acknowledgement of receipt of the relevant notification by both of the PRA and FCA without either regulator indicating any objections thereto.

17. Costs and expenses

Except as otherwise agreed in writing or Ordered by the Court, each relevant Transferor Entity and relevant Transferee Entity shall bear their own costs and expenses in relation to the preparation and carrying into effect of this Scheme, whether before or after the Effective Date.

18. Several undertakings

For the avoidance of doubt, the obligations of each of the parties under this Scheme are entered into on a several basis (but not jointly or jointly and severally).

19. Evidence of transfer

The production of a copy of the Order with any modifications, amendments and/or additions made under paragraph 16, shall for all purposes be evidence of the transfer to and vesting in, the relevant Transferee Entity of the Transferred Business, in accordance with the Order and the provisions of this Scheme.

20. Successors and assigns

This Scheme will bind and enure to the benefit of the successors and assigns of each relevant Transferor Entity and the relevant Transferee Entity.

21. Governing law

This Scheme is governed by, and shall be construed in accordance with, English law.

SCHEDULE 1 – DEFINITIONS

Definitions

In this Scheme:

Affiliate means, in relation to any party, any subsidiary undertaking or parent undertaking of that party and any subsidiary of any such parent undertaking, in each case from time to time, but excluding the other party;

Allianz UK Group means Allianz UK and its subsidiaries and their Affiliates from time to time;

Allianz UK means Allianz (UK) Limited, a private limited company incorporated and registered in England and Wales with registration number 01989349, whose registered office address is 15 Bishopsgate, London, England, EC2N 3AR;

Applicable UK Data Protection Laws means applicable data protection laws in the UK, including, as applicable, the UK General Data Protection Regulation as defined under section 3(10) (as amended by section 205(4)) of the Data Protection Act 2018 (***UK GDPR***), and any national implementing laws, regulations and secondary legislations (including the Data Protection Act 2018) (Implementing Laws), and any applicable successor legislation to the above and the Implementing Laws;

Authorised Person has the meaning set out in the Regulatory Handbook;

Business Records means that part of any documents (having the same meaning as in section 13 of the Civil Evidence Act 1995), files, customer lists and other records, whether in physical or electronic form, relating to the Transferred Business which are in the possession of, or under the control of, any relevant Transferor Entity or their third party service providers or any agent acting on behalf of any of the relevant Transferor Entities;

Capitalisation Amount means such amount as the relevant Transferor Entity Board shall determine as sufficient for the relevant Transferor Entity to meet the MCR Floor Amount immediately after the Effective Date;

Consent means a consent as defined in Article 4 of the UK GDPR;

Court means the High Court of Justice of England and Wales;

Court Approval means the approval of the Court of the Scheme;

Effective Date means 00.01 am GMT on 1 January 2027 or such other date and time following the sanction of this Scheme by the Court and prior to the Long-stop Date as LVIC, HICO, FIL and TIL and the Transferee may agree in writing;

Excluded Assets means the property, undertaking, rights and assets described in paragraph 2 of Schedule 2 (*Transferred and excluded assets and liabilities*);

Excluded Contracts means the Leases, all intra-group contracts other than the Transferred Intra-Group Reinsurance Contracts;

Excluded Liabilities means Liabilities described in paragraph *4* of Schedule 2 (*Transferred and excluded assets and liabilities*)*;*

Excluded Policies means the Jersey Policies, to the extent that and for so long only as the Jersey Scheme has not yet received the requisite court approval and become effective in accordance with its terms;

FCA means the Financial Conduct Authority (or its successors authority or authorities, as relevant);

FCA Handbook means the handbook of rules and guidance issued by the FCA from time to time pursuant to FSMA;

FIL means Fairmead Insurance Limited, a private limited company incorporated and registered in England and Wales with registration number 00423930, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom;

FIL Structured Settlement means the structured settlement made in 1992 in favour of a beneficiary under a motor policy underwritten by FIL;

FIL Transferred Business means the whole business of FIL, including all rights, benefits, powers, obligations and Liabilities of FIL under or in relation to each of the FIL Transferred Policies, the Transferred Assets, the Residual Assets, the Transferred Liabilities and the Residual Liabilities (as applicable);

FIL Transferred Policies means any and all insurance policies written or assumed in whole or in part or for the account of FIL as at the Effective Date (including any expired, surrendered, lapsed, matured or reinstated policies) and all binders, slips, other contracts of insurance or reinsurance and binding quotations written by or on behalf of FIL as insurer or reinsurer (including all supplements, endorsements, notices, assignments, novations and riders thereto and all ancillary agreements in connection therewith) that were entered into by FIL in relation to the FIL Transferred Business prior to the Effective Date;

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

Group Payment Arrangement means a group payment arrangement made pursuant to section 36 of the Finance Act 1998 or section 59F of the Taxes Management Act 1970 and of which the relevant Transferor and the Transferee are members;

HICO means Highway Insurance Company Limited, a private limited company incorporated and registered in England and Wales with registration number 03730662, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom;

HICO Transferred Business means the whole of the portfolio of business written by HICO, including all rights, benefits, powers, obligations and Liabilities of HICO under or in relation to each of the HICO Transferred Policies, the Transferred Assets, the Residual Assets, the Transferred Liabilities and the Residual Liabilities (as applicable);

HICO Transferred Policies means any and all insurance policies written or assumed in whole or in part or for the account of HICO as at the Effective Date (including any expired, surrendered, lapsed, matured or reinstated policies) and all binders, slips, other contracts of insurance or reinsurance and binding quotations written by or on behalf of HICO as insurer or reinsurer (including all supplements, endorsements, notices, assignments, novations and riders thereto and all ancillary agreements in connection therewith) that were entered into by HICO in relation to the HICO Transferred Business prior to the Effective Date;

HMRC means His Majesty's Revenue & Customs;

holding company has the meaning as in the Companies Act 2006;

Jersey means the Bailiwick of Jersey, a crown dependency of the United Kingdom of Great Britain and Northern Ireland;

Jersey Effective Date means the date on which the Jersey Scheme will become effective in accordance with its terms in relation to the Jersey Policies;

Jersey Policies means a policy effected or carried out as part of insurance business carried on in, or from within, Jersey, held by LVIC, FIL and HICO, and in respect of which any liability remains unsatisfied or outstanding on the Jersey Effective Date and which the Royal Court of Jersey has jurisdiction to transfer pursuant to the Insurance Business (Jersey) Law 1996;

Jersey Scheme means the scheme for the transfer of the Jersey Policies under the Insurance Business (Jersey) Law 1996;

KYC Requirements means "know your customer" or other similar checks (including checks and information requests for the purposes of assessing suitability or appropriateness) and anti-money laundering requirements applicable pursuant to contract or law or regulation;

Leases means all leases of real property to which a relevant Transferor Entity is a party;

Liabilities means all liabilities, duties and obligations of every description (including costs, claims, damages, penalties, compensation awards, ex-gratia payments, settlements, compromises and expenses (including taxation)), whether deriving from, or in connection with, a contract (including any contract entered into with current or former policyholder (or their successors in title)), a deed (including any deed entered into with current or former policyholders (or their successors in title)), tort, common law, court order, statute, rule, regulation, principle, instructions, guidance or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal or surety;

Long-stop Date has the meaning given to it in paragraph 15.2;

LVGIG Payables means any amounts owed as at the Effective Date by LVGIG to third parties in respect of certain software transactions undertaken in connection with the Transferred Business;

LVGIG Prepaid Expenses means any expenses made or paid in advance of any relevant payment date by LVGIG for, or on behalf of or otherwise relating to, the Transferred Business;

LVGIG Receivables means any amounts owed as at the Effective Date to LVGIG by third parties in respect of insurance activity undertaken in connection with the Transferred Business;

LVGIG Service Contracts means all contracts pursuant to which the LVGIG Services are:

(a) utilised by LVIC and HICO in the operation of the Transferred Business; or

(b) otherwise provided for the benefit of the policyholders and claimants of LVIC and HICO,

in each case, in support of the management and resolution of home insurance claims and motor insurance claims, including but not limited to the contracts with those counterparties and in respect of those services listed in Schedule 3 (*LVGIG Service Contracts*) to this Scheme;

LVGIG Services means the following services, which are provided by, or procured from external third parties by, LVGIG:

(a) claim evaluation services;

(b) repair services;

(c) motor recovery services;

(d) the provision of hire vehicles;

(e) the provision of data;

(f) the provision of software;

(g) the provision of legal advice;

(h) marketing services;

(i) financial services;

(j) HR services; and

(k) investment management services;

LVGIG Software means any software which, as at the Effective Date, has been created or developed, and is owned, by LVGIG and used by a relevant Transferor Entity in relation to the Transferred Business, excluding any software used by LVGIG but not owned or developed by LVGIG;

LVGIG Trademarks means all trademarks owned by LVGIG which are used by a Transferor Entity in relation to the LVGIG Transferred Business, including but not limited to "Flow" and "Rainbow";

LVGIG Transferred Assets means all of the rights, benefits and powers of LVGIG under or by virtue of the:

(a) LVGIG Service Contracts;

(b) LVGIG Prepaid Expenses;

(c) LVGIG Receivables;

(d) LVGIG Software; and

(e) LVGIG Trademarks;

LVGIG Transferred Business means the LVGIG Transferred Assets and LVGIG Transferred Liabilities;

LVGIG Transferred Liabilities means:

(a) all liabilities under or in connection with each of the LVGIG Service Contracts, including in relation to any Proceedings;

(b) all liabilities under or in connection with each of the LVGIG Payables;

(c) all liabilities under or in connection with each of the LVGIG Trademarks;

LVIC means Liverpool Victoria Insurance Company Limited, a private limited company incorporated and registered in England and Wales with registration number 03232514, whose registered office address is 57 Ladymead, Guildford, Surrey, England, GU1 1DB, United Kingdom;

LVIC Transferred Business means the business of LVIC, including all rights, benefits, powers, obligations and Liabilities of LVIC under or in relation to each of the LVIC Transferred Policies, the Transferred Assets, the Residual Assets, the Transferred Liabilities and the Residual Liabilities (as applicable);

LVIC Transferred Policies means any and all insurance policies written or assumed in whole or in part or for the account of LVIC as at the Effective Date (including any expired, surrendered, lapsed, matured or reinstated policies) and all binders, slips, other contracts of insurance or reinsurance and binding quotations written by or on behalf of LVIC as insurer or reinsurer (including all supplements, endorsements, notices, assignments, novations and riders thereto and all ancillary agreements in connection therewith) that were entered into by LVIC in relation to the LVIC Transferred Business prior to the Effective Date;

LVRS means LV Repair Services Limited, a private limited company incorporated and registered in England and Wales with registration number 09366434, whose registered office address is 57 Ladymead, Guildford, Surrey, England, GU1 1DB, United Kingdom;

Marketing Preference means a Consent given by a Data Subject (as defined under Article 4 of the UK GDPR) for use of their Policyholder Data to market directly to them by any means, or an indication (by act or omission as appropriate) by the Data Subject that such Consent is withheld;

MCR means the minimum capital requirement calculated in accordance with the Minimum Capital Requirement Part of the PRA Rulebook;

MCR Floor Amount means the absolute floor amount of MCR applicable to the relevant Transferor Entity as specified in rule 3.2 of the Minimum Capital Requirement Part of the PRA Rulebook;

Order means an order made by the Court pursuant to section 111 of FSMA sanctioning this Scheme and any order (including, without limitation, any subsequent order) in relation to this Scheme made by the Court pursuant to section 112 of FSMA;

parent undertaking has the meaning as in the Companies Act 2006;

Periodical Payment Orders means any periodical payment orders to which LVIC, HICO, FIL or TIL is a party, or under which has obligation and any other order of the Court pursuant to section 2 of the Damages Act 1996 to which any of them is a party, including but not limited to those listed in Schedule 5;

policy has the meaning ascribed to it by the Financial Services and Markets Act 2000 (Meaning of Policy and Policyholder) Order 2001;

policyholder has the meaning ascribed to it by the Financial Services and Markets Act 2000 (Meaning of Policy and Policyholder) Order 2001;

Policyholder Data means all data (including but not limited to personal data) held by or belonging to each of the relevant Transferor Entities which was collected from policyholders in respect of the Transferred Policies or the Transferred Contracts prior to the Effective Date and is used by a relevant Transferor Entity to administer and market products or services provided by the Transferred Business;

PRA means the Prudential Regulation Authority (or its successor authority or authorities, as applicable);

PRA Rulebook means the rulebook of rules issued by the PRA from time to time pursuant to FSMA;

Proceedings means any proceedings for the resolution of a dispute or claim and relating to the costs and consequentials of any such dispute or claim, including any legal, judicial, quasi-judicial, arbitration, mediation or other dispute resolution proceedings and/or any administrative or regulatory enforcement proceedings, and including (without limitation) any complaint or claim to any ombudsman and any judgment, order, ruling, award or direction issued by any court, tribunal, arbitral body, or other competent body or authority in connection with any such proceedings, or any proceedings of any kind relating to all forms of execution, enforcement or attachment of any such judgment, order, ruling or direction to which each Transferor is now, or may become, entitled or subject;

property includes, without limitation, property, assets, cash, causes of action, rights and powers of every description (whether present or future, actual or contingent), including, without limitation, income or interest accrued but unpaid, and includes property held on trust and securities, benefits, powers of any description and any interest whatsoever in any of the foregoing;

Provisional Damages Order means any provisional damages orders to which LVIC, HICO, FIL or TIL is a party and any other order of the Court pursuant to section 3 of the Damages Act 1996 to which any of them is a party, including but not limited to those listed in Schedule 6 (*Provisional Damages Orders*);

Regulations means the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants Regulations) 2001 (as amended);

Regulatory Handbook means the PRA Rulebook and the FCA Handbook taken together;

Residual Asset means:

(a) any property or assets, including any Encumbrance in favour of a relevant Transferor Entity, which would be a Transferred Asset but:

(i) which the Court does not have jurisdiction to transfer;

(ii) which, despite having such jurisdiction, the Court determines not so to transfer; or

(iii) which the relevant Transferor Entity and the relevant Transferee Entity agree in writing prior to the Effective Date would more conveniently be transferred after the Effective Date;

(b) the Capitalisation Amount in respect of a relevant Transferor Entity, to the extent that such relevant Transferor Entity's status as an authorised person has not been withdrawn as at the Effective Date under section 33(2) FSMA; and

(c) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, or other asset earned or received from time to time after the Effective Date in respect of any property referred to in paragraphs (a) and (b);

Residual Liability means any liability or obligation of any of the relevant Transferor Entities which would be a Transferred Liability but:

(a) which relates to a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset;

(b) which the Court does not have jurisdiction to transfer;

(c) which, despite having such jurisdiction, the Court determines not so to transfer; or

(d) which the relevant Transferor Entity and the relevant Transferee Entity agree in writing prior to the Effective Date, would more conveniently be transferred after the Effective Date;

Scheme means this Scheme (including the schedules thereto) made under Part VII of FSMA in its original form or with, or subject to, any modification, addition or condition pursuant to paragraph 16;

Subject Access Request means a request for information made by a Data Subject pursuant to Article 15 of the UK GDPR;

Subsequent Transfer Date means, in relation to any Residual Asset or Residual Liability, the date after the Effective Date on which such Residual Asset or Residual Liability is to be transferred to the relevant Transferee Entity, namely:

(a) in respect of any Residual Asset falling within paragraph (a)(i) or (a)(ii) of the definition of Residual Asset, and of any Residual Liability falling within paragraph (b) or (c) of the definition of Residual Liability, the date on which the requisite order or recognition to enable the same to be transferred to the relevant Transferee Entity upon the terms of this Scheme is:

(i) obtained; or

(ii) no longer required;

(b) in respect of any Residual Asset falling within paragraphs (a)(iii) of the definition of Residual Asset, and of any Residual Liability which falls within paragraph (d) of the definition of Residual Liability, the date on which the relevant Transferor Entity and the relevant Transferee Entity agree that the transfer shall take effect;

(c) in respect of any Residual Asset falling with paragraph (b) of the definition of Residual Asset, the date with effect from which the relevant Transferor Entity's status as an authorised person is withdrawn under section 33(2) FSMA;

(d) in respect of any Residual Liability falling within paragraph (a) of the definition of Residual Liability which relates to any Residual Asset falling within paragraph (a) of the definition of Residual Asset, the date on which the Residual Asset to which the relevant Residual Liability relates transfers in accordance with the provisions of paragraphs (a) or (b) above; and

(e) in the case of any Residual Asset falling within paragraph (c) of the definition of Residual Asset and, except as otherwise provided in (d) above, of any Residual Liability falling within paragraph (a) of the definition of Residual Liability, the time and date on which such Residual Asset or Residual Liability is received, earned or incurred by the relevant Transferor Entity, to the extent that such transfer is possible under this Scheme, and subject to agreement between the relevant Transferee Entity and the relevant Transferor Entity as to whether and when such transfer should take place;

subsidiary undertaking has the meaning as in the Companies Act 2006;

Tax or ***Taxation*** includes, without limitation, (a) taxes on gross or net income, profits and gains, and (b) all other taxes, levies, duties, imposts, charges and withholdings of any nature, including any excise, property, value added, sales, use, occupation, transfer, franchise and payroll taxes and any national insurance or social security contributions, and any payment whatsoever which the relevant person may be or become bound to make to any person as a result of the discharge by that person of any tax which the relevant person has failed to discharge, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them, and regardless of whether such taxes, levies, duties, imposts, charges, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to the relevant person or any other person and of whether any amount in respect of them is recoverable from any other person;

Third Party Contracts means the Transferred Reinsurance Contracts and all contracts, arrangements, licences and other commitments relating to the Transferred Businesses entered into on or before, and which remain to be performed in whole or in part as at the Effective Date, which have been entered into by or for the benefit of any relevant Transferor Entity in relation to the Transferred Business, or the benefit of which is held in trust for or has been assigned or subcontracted to any Transferor Entity, other than the Transferred Policies, the Transferred Intra-Group Reinsurance Contracts and the LVGIG Service Contracts and excluding the Excluded Contracts;

TIL means Trafalgar Insurance Limited, a private limited company incorporated and registered in England and Wales with registration number 00096205, whose registered office address is 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom;

TIL Transferred Business means the business of TIL, including all rights, benefits, powers, obligations and Liabilities of TIL under or in relation to each of the TIL Transferred Policies, the Transferred Assets, the Residual Assets, the Transferred Liabilities and the Residual Liabilities (as applicable);

TIL Transferred Policies means any and all insurance policies written or assumed in whole or in part or for the account of TIL as at the Effective Date (including any expired, surrendered, lapsed, matured or reinstated policies) and all binders, slips, other contracts of insurance or reinsurance and binding quotations written by or on behalf of TIL as insurer or reinsurer (including all supplements, endorsements, notices, assignments, novations and riders thereto and all ancillary agreements in connection therewith) that were entered into by TIL in relation to the TIL Transferred Business prior to the Effective Date;

Trademarks means all trademarks owned by the Transferors or used by the Transferors in relation to the Transferred Business;

transfer includes (without limitation) ***assign*** or ***assignation*** or ***assignment***, ***dispose***, ***disposition*** or ***disposal*** or ***convey*** or ***conveyance*** as the case may be;

Transferee means Allianz Insurance plc, a public limited company incorporated in England and Wales with registered number 00084638 whose registered office is at 57 Ladymead, Guildford, Surrey, GU1 1DB;

Transferee Board means the board of directors, from time to time, of the Transferee;

Transferee Entity has the meaning given to it in paragraph 2.14;

Transferor Boards means the board of directors, from time to time, of each of the Transferors;

Transferor Entity has the meaning given to it in paragraph 2.13;

Transferors means, collectively, FIL, HICO, LVIC, and TIL;

Transferred Assets means the property, undertaking, rights and assets described in paragraph 1 of Schedule 2 (*Transferred and excluded assets and liabilities*), and, for the avoidance of doubt, excludes the Excluded Assets;

Transferred Business means the FIL Transferred Business, the HICO Transferred Business, the LVIC Transferred Business, the TIL Transferred Business and the LVGIG Transferred Business but excluding in each case any Excluded Assets, Excluded Contracts and Excluded Liabilities;

Transferred Contracts means the Transferred Intra-Group Reinsurance Contracts, the Third Party Contracts, the Transferred Reinsurance Contracts, and the LVGIG Service Contracts, but, for the avoidance of doubt, excluding the Excluded Contracts;

Transferred Intra-Group Reinsurance Contracts means the intra-group reinsurance contracts listed Schedule 4;

Transferred Liabilities means the Liabilities described in paragraph 3 of Schedule 2 (*Transferred and excluded assets and liabilities*) and, for the avoidance of doubt, excluding the Excluded Liabilities;

Transferred Policies means the FIL Transferred Policies, the HICO Transferred Policies, the LVIC Transferred Policies and the TIL Transferred Policies;

Transferred Reinsurance Contracts means: (i) the Transferred Intra-Group Reinsurance Contracts; (ii) the Transferred Third Party Reinsurance Contracts; and (iii) any other contract of reinsurance which relates to the Transferred Policies, together with any security

arrangements or letter of credit facilities which have been arranged by the relevant reinsurer for the benefit of any of the Transferors to which any of the Transferors is a party, which cover any part or all of any of the Transferred Policies;

Transferred Third Party Reinsurance Contracts means, other than Transferred Intra-Group Reinsurance Contracts, that part or all of any contracts of reinsurance, together with any security arrangements or letter of credit facilities to which any of the Transferors is a party, which cover any part or all of any of the Transferred Business;

United Kingdom or ***UK*** means the United Kingdom of Great Britain and Northern Ireland; and

variation shall include any variation, supplement, deletion, replacement or termination, however effected.

SCHEDULE 2 – TRANSFERRED AND EXCLUDED ASSETS AND LIABILITIES

1. **Transferred Assets**

(a) All the assets of the Transferors , including (without limitation):

(i) the rights, benefits and powers (whether actual or contingent) of the relevant Transferor Entity under, arising from, relating to and/or connected with the Transferred Policies;

(ii) the rights, benefits (subject to the burden) and powers of the relevant Transferor Entity under, arising from, relating to and/or connected with the Transferred Contracts (including contractual, non-contractual, tortious and statutory rights);

(iii) any assets matching or allocated to the reserves and balance sheet liabilities of the Transferors;

(iv) all surplus assets of the Transferors;

(v) any refund or recovery of Taxation or any other tax asset, other than to the extent arising as a result of the transfer of the Transferred Business pursuant to the Order;

(vi) any refund or recovery of any amount, or any other asset, in each case in respect of Tax relating to the Transferred Business and arising in connection with a Group Payment Arrangement, and other than to the extent arising as a result of the transfer of the Transferred Business pursuant to the Order;

(vii) the Business Records, including without limitation, all rights, title, interest of the Transferors in the Business Records in relation to any other Transferred Assets listed in this paragraph 1 of Schedule 2;

(viii) goodwill;

(ix) all Trademarks;

(x) LVIC's shareholding in LVRS; and

(xi) the rights, benefits and powers (whether actual or contingent) of FIL, arising from, relating to and / or connected with the FIL Structured Settlement,

(xii) in each case as at the Effective Date or, in the case of paragraph (vi) above, whether arising prior to, on or following the Effective Date;

(b) the LVGIG Transferred Assets; and

(c) any other rights, benefits and assets that a relevant Transferor Entity and the relevant Transferee Entity agree prior to the Effective Date are to be Transferred Assets for the purpose of this Scheme,

but excluding the Excluded Assets listed in paragraph 2 of this Schedule 2.

2. **Excluded Assets**

The Excluded Assets comprise the following:

(a) the rights and benefits (subject to the burden) of the Transferors under, arising from, relating to and / or connected with the Excluded Contracts;

(b) the rights, benefits and powers (whether actual or contingent) of the relevant Transferor Entity under, arising from, relating to and / or connected with any Excluded Policies; and

(c) the Business Records in relation to:

(i) the other Excluded Assets listed in this paragraph 2 of Schedule 2; and

(ii) the Excluded Liabilities.

3. **Transferred Liabilities**

The Transferred Liabilities comprise all Liabilities of the relevant Transferor Entity under or in connection with, arising from or attributable to the Transferred Business or the transfer thereof (including any and all Liabilities of LVIC, HICO, TIL and FIL arising as a result of any act or omission of any appointed representative or intermediary for which the relevant Transferor Entity had assumed responsibility), irrespective of whether the Liabilities arise prior to or following the Effective Date, including (without limitation):

(a) the relevant Transferor Entity's Liabilities in relation to:

(i) the Transferred Policies;

(ii) the Transferred Contracts;

(iii) the FIL Structured Settlement; and

(iv) any other Transferred Assets;

(b) the LVGIG Transferred Liabilities;

(c) any Liabilities of the relevant Transferor Entities arising out of the jurisdiction of the Financial Ombudsman Service under DISP 2 (Jurisdiction of the Financial Ombudsman Service) of the Regulatory Handbook;

(d) any Tax relating to the Transferred Business; and

(e) any Liabilities in respect of Tax relating to the Transferred Business, in each case arising in connection with a Group Payment Arrangement;

including any Liabilities for mis-selling, any historic, legacy Liabilities and non-contractual Liabilities, but excluding the Excluded Liabilities listed in paragraph 4 of this Schedule 2.

4. **Excluded Liabilities**

The Excluded Liabilities comprise all of the relevant Transferor Entity's Liabilities in relation to:

(a) the Excluded Contracts;

(b) the Excluded Policies;

(c) corporation tax in the UK to the extent arising as a result of the transfer of the Transferred Business pursuant to the Order; and

(d) any Liabilities in respect of corporation tax in the UK to the extent arising as a result of the transfer of the Transferred Business pursuant to the Order, in each case arising in connection with a Group Payment Arrangement.

SCHEDULE 3 – LVGIG SERVICE CONTRACTS

Contracting entity (including other Group entities when shared)	Supplier's Name	Supplier Category	Service Description
Liverpool Victoria General Insurance Group Limited	360GLOBALNET	Home Claims	Subsidence Specialists
Liverpool Victoria General Insurance Group Limited	ALL TRADES GB LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	ATR BUILDING SERVICES LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	BETACOVE LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	BEVALUED LTD	Home Claims	Contents Validation System and Replacement Services
Liverpool Victoria General Insurance Group Limited	BMC EAST LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	CAPITAL SERVICES	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	CLOSE BROTHERS RAIL LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	DALE BUILDING MAINTENANCE LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	DISASTER CARE LIMITED	Home Claims	Disaster Recovery and Restoration
Liverpool Victoria General Insurance Group Limited	DPS DENNE LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	EXPERT PROPERTY CARE LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	FERRISUK LTD	Home Claims	Building Repair in certain post code area

Liverpool Victoria General Insurance Group Limited	FFDR LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	FORSHAW GROUP	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	GATELEY VINDEN	Home Claims	Surveying Services
Liverpool Victoria General Insurance Group Limited	GELDER LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	GEOBEAR LIMITED	Home Claims	Polymer injection for subsidence
Liverpool Victoria General Insurance Group Limited	GHG SOLUTIONS LIMITED	Home Claims	Subsidence Specialists
Liverpool Victoria General Insurance Group Limited	HEXAGON DEVELOPMENTS LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	HIGHBURY HOMES (YORKSHIRE) LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	HMG-PCMS LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	HOME OPTIONS	Home Claims	Validation, repair, and replacement of flooring and furniture
Liverpool Victoria General Insurance Group Limited	HOMECARE SERVICES GLASGOW LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	HPS MAINTENANCE & RESTORATION	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	INNOVATION PROPERTY (UK) LIMITED	Home Claims	Subsidence Specialists
Liverpool Victoria General Insurance Group Limited	IPC CONSTRUCTION	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	J.P. MCDOUGALL & CO T/A DULUX DECORATOR CENTRE	Home Claims	Paint products and materials
Liverpool Victoria General Insurance Group Limited	KDW PROPERTY SERVICES LTD	Home Claims	Building Repair in certain post code area

Liverpool Victoria General Insurance Group Limited	Kelerbay Internation t/a DOREE BONNER	Home Claims	Temporary Storage & Removals
Liverpool Victoria General Insurance Group Limited	LMG JEWELLERY SERVICES LIMITED	Home Claims	Jewellery validation, repair and replacement
Liverpool Victoria General Insurance Group Limited	MASTERFIX LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	MEL & CO LTD	Home Claims	Escape of Oil Services
Liverpool Victoria General Insurance Group Limited	NORTH EAST BUILDING SERVICES LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	OPTERA LTD	Home Claims	Subsidence Specialists and satellite imagery
Liverpool Victoria General Insurance Group Limited	PHOENIX DEVELOPMENTS (WALES) LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	QUADRA LOSS ADJUSTERS	Home Claims	Loss Adjusters for complex claims Domestic
Liverpool Victoria General Insurance Group Limited	QUESTGATES LTD	Home Claims	Surveying Services
Liverpool Victoria General Insurance Group Limited	R FLISHER LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	RAB CONSULTANTS LIMITED	Home Claims	Flood prevention and Resilience
Liverpool Victoria General Insurance Group Limited	RAINBOW INTERNATIONAL	Home Claims	Disaster Recovery and Restoration
Liverpool Victoria General Insurance Group Limited	RAPID RELOCATE	Home Claims	Alternative accommodation solutions
Liverpool Victoria General Insurance Group Limited	REACT FAST LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	REDBRICK PROPERTY SOLUTIONS	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	REDFERN GROUP LTD	Home Claims	Building Repair in certain post code area

Liverpool Victoria General Insurance Group Limited	SA PLATT BUILDERS LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	SDM PROPERTY ASSISTANCE LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	SEDGWICK INTERNATIONAL UK	Home Claims	Subsidence Specialists
Liverpool Victoria General Insurance Group Limited	SEDGWICK INTERNATIONAL UK	Home Claims	Loss Adjusters for commercial claims
Liverpool Victoria General Insurance Group Limited	SEDGWICK INTERNATIONAL UK	Home Claims	Loss Adjusters for complex claims Domestic
Liverpool Victoria General Insurance Group Limited	SOS LEAK DETECTION	Home Claims	Leak Detection
Liverpool Victoria General Insurance Group Limited	SPAIN BUILDING & MAINTENANCE LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	TEB BUILDERS LIMITED	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	THE TEMPORARY KITCHEN COMPANY LTD	Home Claims	Temporary Bathrooms and Kitchens
Liverpool Victoria General Insurance Group Limited	TOPMARX LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	TOTAL REPAIR SERVICE LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	WALLACE CONTRACTS (NI) LTD	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	WESTONE HOUSING	Home Claims	Building Repair in certain post code area
Liverpool Victoria General Insurance Group Limited	Auto Fuel Fix	Motor Claims	Providing motor customers with wrong fuelling services
Liverpool Victoria General Insurance Group Limited	Auto Trader Limited	Motor Claims	Provide services for total loss claims
Liverpool Victoria General Insurance Group Limited	Britannia Rescue Recovery Network	Motor Claims	Suppliers provide breakdown/recovery services to BR customers

Liverpool Victoria General Insurance Group Limited	CMAC Group UK Limited	Motor Claims	Provide journey continuation to motor customers
Liverpool Victoria General Insurance Group Limited	Enterprise Rent-A-Car UK Limited (ERAC)	Motor Claims	Provide hire vehicles - Subscriber Agreement
Liverpool Victoria General Insurance Group Limited	Euro Car Parts Limited (ECP)	Motor Claims	Provide car part products
Liverpool Victoria General Insurance Group Limited	Eviid	Motor Claims	Interface for claimants to upload media to ClaimsCentre (dashcam etc)
Liverpool Victoria General Insurance Group Limited	GBB (UK) Holdings Limited (DAVIES GROUP)	Motor Claims	Provide forensic vehicle collision investigation
Liverpool Victoria General Insurance Group Limited	Nissan Motor (GB) Limited	Motor Claims	Provide car part products
Liverpool Victoria General Insurance Group Limited	Nova Automotive Group Limited	Motor Claims	Provide repair services to motor customers
Liverpool Victoria General Insurance Group Limited	Renault UK Limited	Motor Claims	Provide car part products
Liverpool Victoria General Insurance Group Limited	Replacement Vehicles UK Ltd	Motor Claims	Provide replacement vehicles for total loss customers
Liverpool Victoria General Insurance Group Limited	Sidney H Hooper & Co . LTD	Motor Claims	Provide motor vehicle inspection services
Liverpool Victoria General Insurance Group Limited	Synetiq Ltd	Motor Claims	Salvage services for total loss vehicles
Liverpool Victoria General Insurance Group Limited	Applied	Software & Aggregators	Broker EDI
Liverpool Victoria General Insurance Group Limited	Ignite	Software & Aggregators	Broker EDI
Liverpool Victoria General Insurance Group Limited	Ramasis	Software & Aggregators	Broker EDI

Liverpool Victoria General Insurance Group Limited	TrueCommerce (Orbit)	Software & Aggregators	EDI gateway & EDI message translation
Liverpool Victoria General Insurance Group Limited	Allied Universal Europe Ltd (G4S Investigations/TCG)	Legal	Investigation Services
Liverpool Victoria General Insurance Group Limited	Arc Legal Assistance	Legal	Managing Agent
Liverpool Victoria General Insurance Group Limited	ARTEMIS GROUP	Legal	Third Party Property Damage
Liverpool Victoria General Insurance Group Limited	Ascenti	Legal	Rehabilitation Services
Liverpool Victoria General Insurance Group Limited	Dr.J.H Burgoyne and Partners Ltd	Legal	Forensic Investigation
Liverpool Victoria General Insurance Group Limited	Carpenters ltd	Legal	Recoveries - Motor
Liverpool Victoria General Insurance Group Limited	Charles Taylor Assistance	Legal	Outsourced travel claims handing service
Liverpool Victoria General Insurance Group Limited	Clyde & Co LLP	Legal	Defendant Legal Services - Major Loss
Liverpool Victoria General Insurance Group Limited	Corpore	Legal	Rehabilitation Services
Liverpool Victoria General Insurance Group Limited	DWF	Legal	Defendant Legal Services
Liverpool Victoria General Insurance Group Limited	DWF	Legal	Recoveries - Property
Liverpool Victoria General Insurance Group Limited	Hawkins & Associates	Legal	Forensic Investigation
Liverpool Victoria General Insurance Group Limited	Hayes McGrath	Legal	Defendant Legal services - ROI
Liverpool Victoria General Insurance Group Limited	Horwich Farrelly LTD	Legal	Recoveries - Motor
Liverpool Victoria General Insurance Group Limited	Horwich Farrelly LTD	Legal	Defendant Legal Services - Fraud and Causation

Liverpool Victoria General Insurance Group Limited	InterEurope Limited	Legal	Overseas Claims Handling
Liverpool Victoria General Insurance Group Limited	Keoghs	Legal	Defendant Legal Services
Liverpool Victoria General Insurance Group Limited	Keoghs	Legal	Credit Hire
Liverpool Victoria General Insurance Group Limited	Keoghs	Legal	Recoveries - Motor
Liverpool Victoria General Insurance Group Limited	Minster Law Limited	Legal	Claimant
Liverpool Victoria General Insurance Group Limited	Minster Law Limited	Legal	CCFA
Liverpool Victoria General Insurance Group Limited	Mobile Doctors Limited	Legal	Protocol
Liverpool Victoria General Insurance Group Limited	Netwatch Global Limited	Legal	Investigation Services
Liverpool Victoria General Insurance Group Limited	Verisk Limited	Legal	Data - COA
Liverpool Victoria General Insurance Group Limited	Rehab-Link Limited	Legal	Protocol
Liverpool Victoria General Insurance Group Limited	Robertson & Co Limited	Legal	Private Investigations
Liverpool Victoria General Insurance Group Limited	Speed Medical Examination Services Limited	Legal	Protocol
Liverpool Victoria General Insurance Group Limited	The Surveillance Group Limited	Legal	Private Investigations
Liverpool Victoria General Insurance Group Limited	UKIM Limited	Legal	Protocol
Liverpool Victoria General Insurance Group Limited	Clearspeed Inc	Data	Voice analytics software for fraud detection purposes
Liverpool Victoria General Insurance Group Limited	Legentic	Data	Fraud intel for motor investigations

Liverpool Victoria General Insurance Group Limited	Pagefreezer Software Inc	Data	Web preserver software for auto capture of social media pages
Liverpool Victoria General Insurance Group Limited	Recipero Ltd	Data	Database for checking device IDs listed as stolen
Liverpool Victoria General Insurance Group Limited	Synectics Solution Ltd (SSL)	Data	Fraud and sanctions checking tool
Liverpool Victoria General Insurance Group Limited	The Insurance Fraud Bureau	Data	Membership and access to the Insurance Fraud Register (database of convicted fraudsters)
Liverpool Victoria General Insurance Group Limited	The International Art and Antique Loss Register Ltd	Data	Database service for logging and searching missing high value items
Liverpool Victoria General Insurance Group Limited	The Land Registry	Data	Access to online Land Registry portal
Liverpool Victoria General Insurance Group Limited	Barclay Card Payment Solution (BPS)	Banking	Provides payment solution for customers
Liverpool Victoria General Insurance Group Limited	Barclays	Finance services	Finance services

SCHEDULE 4 – TRANSFERRED INTRA-GROUP REINSURANCE CONTRACTS

1. Quota share reinsurance agreement between Allianz Re (the reinsurer) and LVIC and HICO (the cedants) dated 1 January 2026.

2. Multi-risk excess of loss reinsurance agreement between Allianz Re (the reinsurer) and LVIC and HICO (the cedants) dated 1 January 2026.

3. Accident excess of loss reinsurance agreement between Allianz Re (the reinsurer) and LVIC and HICO (the cedants) dated 1 January 2026.

4. Reinsurance agreement between the Transferee (the reinsurer) and HICO (the cedant) dated 1 August 2020.

5. Reinsurance agreement between AWP P&C S.A. (the reinsurer) and HICO (the cedant) dated 24 November 2020.

6. Reinsurance agreement between Allianz Re (the reinsurer) and FIL (the cedant) dated 1 January 2025.

SCHEDULE 5 – PERIODICAL PAYMENT ORDERS

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
HICO 4c 72076465	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2012	Highway Insurance Limited and its successor Liverpool Victoria Friendly Society Limited
HICO 4c 73113349	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2009	Highway Insurance Company Ltd trading as Highway Insurance
HICO 4c 8000131683	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2010	Highway Insurance Limited and its successor Liverpool Victoria Friendly Society
HICO 4c 8000200833	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2009	Highway Insurance Ltd & its successor Liverpool Victoria Friendly Society
HICO 4c 8000248929	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011 & 2013	Highway Insurance Company
LVIC 4c 8000347850	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2017	Liverpool Victoria Insurance Company Limited

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
LVIC 4c 8000446209	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2012	"Liverpool Victoria Insurance Co Limited"
HICO 4c 8000534951	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011	Highway Insurance Company Limited
LVIC 4c 8000801764	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2022	Liverpool Victoria Insurance Company Limited
LVIC 4c 8000802508	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2016	Liverpool Victoria Insurance Company Limited
LVIC 4c 8001181381	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2024	Liverpool Victoria Insurance Company Ltd
HICO 4c 9000142839	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011	"Highway Insurance Limited and its successor Liverpool Victoria Friendly Society"
HICO 4c 9000176164	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries	2016	Highway Insurance Company Limited

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
		sustained in a car accident.		
LVIC 4c 9000291887	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2018	Liverpool Victoria Insurance Company Limited
LVIC 4c 9000298237	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2017	Liverpool Victoria Insurance Company Limited
LVIC 4c 9000302403	Highway Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2013	“Liverpool Victoria”
LVIC 4c 200-26-022184	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2022	“Liverpool Victoria”
LVIC 4c 200-38-005292	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2020	“Liverpool Victoria”
LVIC 4c 200-70-549453	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2024	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-70-677279	Liverpool Victoria Insurance	Regular payments are made to beneficiary as a	2023	Liverpool Victoria Insurance

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
	Company Limited	result of injuries sustained in a car accident.		Company Limited
LVIC 4c 200-90-000068	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-90-000070	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-90-000073	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2011	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-90-000076	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2013	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-90-000083	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2014	Liverpool Victoria Insurance Company Limited
LVIC 4c 200-90-000084	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2015	Liverpool Victoria Insurance Company Limited
LVIC 4c 201-21-003451	Liverpool Victoria Insurance	Regular payments are made to	2016	Liverpool Victoria Insurance

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
	Company Limited	beneficiary as a result of injuries sustained in a car accident.		Company Limited
LVIC 4c 201-21-015853	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2017	Liverpool Victoria Insurance Company Limited
LVIC 4c 201-21-095278	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2021	Liverpool Victoria Insurance Company Limited
LVIC 4c 230-90-000022	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2014	Liverpool Victoria Insurance Company Limited
LVIC 4c 230-90-000023	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2014	"LV Insurance Company Limited"
LVIC 4c 230-90-000027	Liverpool Victoria Insurance Company Limited	Regular payments are made to beneficiary as a result of injuries sustained in a car accident.	2017	Liverpool Victoria Insurance Company Limited
PPO-R	Trafalgar Insurance Limited	Regular payments are made to beneficiary H as a result of injuries sustained in a car accident. Trafalgar/Allianz	2008	Allianz Insurance PLC

PPO ID	Underwriter	Overview	Year of court order	Named insurer in court order
		were the insurer of the defendant in the claim.		
PPO-P	Trafalgar Insurance Limited	Regular payments are made to beneficiary H as a result of injuries sustained in a car accident. Trafalgar/Allianz were the insurer of the defendant in the claim.	2008	Allianz Insurance PLC

SCHEDULE 6 – PROVISIONAL DAMAGES ORDERS

PDO ID	Underwriter	Overview	Year of court order
PDS-T	Trafalgar Insurance Limited	A provisional settlement was made for a head injury sustained by Claimant T in a road traffic accident. The claimant was a minor at the time, and the settlement entitles him to claim further damages (which would need to be assessed) if he develops epilepsy.	2005