

# **EXPLANATORY CIRCULAR**

**RELATING TO THE PROPOSED TRANSFER OF INSURANCE BUSINESS**

**by**

**SCOR UK COMPANY LIMITED**

**to**

**R&Q GAMMA COMPANY LIMITED**

**UNDER PART VII OF THE FINANCIAL SERVICES AND MARKETS ACT 2000**

## Introduction

SCOR UK Company Limited (**Transferor**) is transferring to R&Q Gamma Company Limited (**Transferee**) all of its insurance policies that were originally underwritten by Brightgrey Limited (under its previous name, Anglo French Insurance Company Limited) (**Anglo French**) on or before 31 December 1969 and transferred to the Transferor in 1990 by a portfolio transfer pursuant to section 51 of the Insurance Companies Act 1982 (**Transferred Policies**). The transfer of the Transferred Policies will be effected using a mechanism called an insurance business transfer scheme. This is a statutory mechanism provided for under Part VII of the Financial Services and Markets Act 2000. The business to be transferred (**Transferred Business**) comprises all the Transferred Policies and associated assets and liabilities.

The Transferor and the Transferee are both UK insurance companies, authorised by the Prudential Regulation Authority (**PRA**) and regulated by both the PRA and the Financial Conduct Authority (**FCA**).

The Transferred Policies are currently fully reinsured by Accredited Insurance (Europe) Limited (which was previously known as R&Q Insurance (Malta) Limited) (**Accredited**), an insurance company in the same group as the Transferee. Further information about this reinsurance arrangement is given at page 2 of this Circular.

Further information about the Transferred Business, the reasons for the transfer and the effect of the transfer are given at pages 2 and 3 of this Circular. A summary of the terms of the insurance business transfer scheme which will govern the transfer (the **Scheme**) is at Appendix 1.

A report on the terms of the Scheme has been prepared by Simon Sheaf of Grant Thornton UK LLP (the **Independent Expert**). Further information about the Independent Expert and his report is given at pages 3 and 4 of this Circular. A summary of the terms of the report is at Appendix 2.

As with all insurance business transfer schemes, Court approval is required before the transfer can proceed. The Transferor and the Transferee have made an application to Court to approve the Scheme which is expected to be heard on 3 March 2020. The Court will consider the Independent Expert's report, reports prepared by the FCA and PRA, and any representations made by affected parties.

Information about the hearing and your right to attend, and how to raise any concerns or objections you have at or before the hearing is given at pages 4 and 5.

You may contact us for further information by telephone (between 9am and 5pm London time Monday to Friday) or email us or write to us at:

Randall & Quilter Investment Holdings Limited  
71 Fenchurch Street,  
London EC3M 4BS,  
Ref: Jacqui Rayner  
email: jacqui.rayner@rqih.com  
telephone: +44 (0)20 7977 0835

## Business to be transferred

The Transferred Business comprises all policies originally underwritten by Anglo French (under the name Anglo French Insurance Company Limited) on or before 31 December 1969 and transferred to the Transferor in 1990 by a portfolio transfer pursuant to section 51 of the Insurance Companies Act 1982 between Anglo French and the Transferor. All of these policies were underwritten through brokers. All of the Transferred Policies relate to risks in either the UK or US.

## Reason for the transfer

The Transferor wishes to dispose of the Transferred Business because:

- the portfolio has been in run-off since 1969;
- the Transferor's core business is active underwriting of global insurance business principally in the marine aviation transport, property and general liability classes, and administering the run-off of the Transferred Business is not part of that core business; and
- as the Transferor does not typically manage run-off business, it is anticipated that the Transferee, whose core business is the acquisition and administration of run-off business, will have resources better suited to managing the Transferred Business.

Accordingly, in August 2017 the Transferor entered into an agreement with the Transferee (**Transfer Agreement**) under which the Transferor agreed to transfer, and the Transferee agreed to acquire, the Transferred Business.

The transfer of the Transferred Business pursuant to the Scheme (**Transfer**) will complete the transaction contemplated by the Transfer Agreement.

## Reinsurance and adverse development cover with Accredited

At the same time as entering into the Transfer Agreement, the Transferor and Accredited entered into a loss portfolio transfer reinsurance agreement (**LPTA**) under which Accredited reinsured 100% of the liabilities arising under the Transferred Policies. Claims handling in respect of the Transferred Policies has been outsourced by the Transferor to R&Q Central Services Limited (**RQCS**), a company in the same corporate group as the Transferee.

The premium payable in respect of the LPTA is a debt due from the Transferor to Accredited and is used to fund a claims float from which RQCS pays claims under the Transferred Policies. Payment of claims by RQCS discharges Accredited's obligations to the Transferor under the LPTA as reinsurer of the Transferred Business. Should the Transfer become effective, the LPTA will terminate and the Transferor will pay to Accredited the remaining balance of the premium due under the LPTA, adjusted to take account of sums already paid by the Transferor into the claims float and recoveries made in respect of claims, and having deducted the sum to be transferred to the Transferee under the Scheme (**Transfer Funds**).

The Transfer Funds are an amount equal to the estimate of the Transferor's liabilities to policyholders under the Transferred Policies, as at 31 December 2018, adjusted to take account of any claims paid and any recoveries received in the period between 31 December 2018 and the date when the Transfer Funds are calculated under the Scheme (**Calculation**

**Date**). The Calculation Date falls five Business Days before the date on which the Scheme becomes effective. There is provision for further adjustment to the Transfer Funds to take account of any claims paid and recoveries received between the Calculation Date and the date on which the Scheme becomes effective.

Although policyholders will lose the protection of the LPTA from the Effective Date (as defined below), Accredited has agreed to provide adverse development cover to the Transferee in relation to the Transferred Policies (“**ADC**”) with effect from the Effective Date. The ADC provides cover in the event of a severe deterioration of the Transferee’s reserves and its effect is that above an attachment point of £8.25 million, Accredited will provide unlimited reinsurance cover to the Transferee in relation to the Transferred Policies. Under the terms of the Scheme, the Scheme will not come into effect without the ADC being entered into.

In the event that the Transfer does not become effective, the LPTA will continue in effect until all liabilities under the Transferred Policies have been extinguished, unless the parties agree to commute the LPTA, or one of the parties exercises a termination right under the terms of the LPTA.

### **Effect of the Transfer**

A summary of the Scheme, the legal document which sets out the terms on which the Transfer will take effect, is provided at Appendix 1 to this Circular.

If the Transfer proceeds, the Transferee will replace the Transferor as insurer for all Transferred Policies.

All other rights and obligations a person has under their policy with the Transferor will remain the same, but following the Transfer will be exercisable against or owed to the Transferee alone. Valid claims will continue to be paid, although the party liable to make payment will be the Transferee, rather than the Transferor.

The Transferee will use its own claims management system to handle any claims that may arise in relation to the Transferred Business. As mentioned above, the Transferor has outsourced the claims management in respect of the Transferred Policies to RQCS, so the claims management system will not change as a result of the Transfer.

### **The Independent Expert**

The Independent Expert, Simon Sheaf of Grant Thornton UK LLP, is a Fellow of the Institute of Actuaries and a Fellow of the Society of Actuaries in Ireland and has more than 25 years’ experience working in the general insurance industry in the UK including acting as an independent expert in relation to insurance business transfers under UK legislation.

His appointment and the form of his report have been approved by the PRA (in consultation with the FCA).

The Independent Expert has an overriding duty of responsibility to the Court, and not to the parties involved in the Transfer, and is independent of the parties to the Scheme.

### **The Independent Expert Report**

The Independent Expert’s report must be impartial and based on a thorough scrutiny of the Scheme and the businesses of the Transferor and the Transferee. The Transferor and the Transferee have each provided the Independent Expert with access to key staff and any

information he has requested, both private and public.

In his report, the Independent Expert has considered the likely effect of the Scheme on policyholders, including whether the Scheme will result in material detriment to any policyholders affected by the Scheme, relative to their current situation.

In summary, the Independent Expert’s report concludes that:

- (a) He does not expect any material adverse impact on the security of the policyholders transferring to the Transferee, the policyholders of the Transferor who are not transferring, or the existing policyholders of the Transferee as a result of the Scheme.
- (b) He does not anticipate any material changes to the level of service provided to any groups of policyholders following the Scheme.
- (c) He does not expect any material adverse impact to any group of policyholders following the Scheme as a result of any of the other financial or non financial factors considered (which are summarised at paragraphs 2.31 and 2.32 of the Independent Expert’s report).

A full copy of the Independent Expert’s report will be provided free of charge on request to the contact details given on page 1 of this Circular. A summary of the report prepared by the Independent Expert is at Appendix 2 to this Circular.

The Independent Expert will submit a supplemental report shortly before the Court hearing explaining whether there have been any relevant developments since his initial report and if so whether they affect his conclusions.

### **Where and when will the Court hearing take place?**

The Court hearing is scheduled to take place on 3 March 2020 at the High Court – Business and Property Courts of England and Wales, The Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL. Formal notice of the hearing is at Appendix 3 to this Circular.

### **Who can attend?**

Any person may attend the hearing. Policyholders, and any other party who believes they may be adversely affected by the Scheme, are entitled to be heard at the hearing and to raise objections to the Scheme by stating how they may be adversely affected. Further details of what to do if you wish to raise objections at the hearing are given in the “Next Steps” section below.

### **When will the Transfer take effect?**

If approved by the Court, and provided that the ADC has been entered into, it is expected that that the Transfer will become effective at 23:59 on 5 March 2020 (the **Effective Date**).

### **Next Steps**

We hope this document provides you with the information to allow you to understand what is proposed, and answer any questions that you may have. If you do have any questions, you can contact us using the contact details on page 1 of this Circular.

If you do not think you are adversely affected and have no objections to the Scheme you do not have to do anything.

However, if you consider you may be adversely affected by the Scheme or you object to the Scheme or if you need any further information, then please let us know. You can call us between 9am and 5pm Monday to Friday, email us or write to us at the contact details provided on page 1 of this Circular.

If you have an objection to the proposals or if you believe you may be adversely affected as a result of the Scheme, you can also attend (in person or by a legal representative with advocacy rights), and make representations at the Court hearing. If you intend to do so, you are requested (though are not required) to notify Bryan Cave Leighton Paisner LLP, the solicitors acting for the Transferor and the Transferee, of your intention and the reasons why you consider you may be adversely affected by the Scheme. You should contact them by writing to Bryan Cave Leighton Paisner LLP (Reference GQUI/LJAC), Adelaide House, London Bridge, London, EC4R 9HA United Kingdom as soon as possible and ideally before 28 February 2020. This will allow us to keep you informed of any changes to the hearing date and where possible address your concerns.

If you do not give the requested notice you will still be entitled to attend and make representations at the hearing, or to instruct someone to appear and make representations on your behalf.

If you would rather make representations in writing, these will be drawn to the attention of the PRA and the FCA prior to the hearing, and will be submitted to the Court at the hearing. You are requested to send any written representations to Bryan Cave Leighton Paisner LLP at the address and contact details given in the preceding paragraph before the hearing, and ideally by 28 February 2020.

We will keep a careful record of all the objections and representations received and will include these in the evidence to be considered by the Court at the hearing.

### Contact details

You can call us, email us or write to us at the contact details given on page 1 of this Circular.

You may also contact the PRA or FCA at the following address:

Prudential Regulation Authority  
Bank of England  
20 Moorgate  
London  
EC2R 6DA  
Ref: The Insurance Risk and Transactions Team

Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS  
Ref: Transfers of Business Team / Authorisations

## Appendix 1: Summary of the Scheme

This summary sets out the principal provisions of the Scheme. Unless otherwise defined in this summary, capitalised terms used in this summary have the meanings given to them in this Circular.

It is anticipated that, if sanctioned by the Court, and subject to the ADC having been entered into, the Scheme will take effect on the Effective Date.

On the Effective Date:

1. The Transferee will assume the Transferor's rights and obligations arising under the Transferred Policies.
2. The liabilities of the Transferor, so far as they relate to the Transferred Business, will be transferred to and become liabilities of the Transferee and will cease to be liabilities of the Transferor. This will include liabilities arising under each Transferred Policy, whether that policy is governed by English law or the law of another jurisdiction.
3. The Transferee will assume the Transferor's rights and obligations under the Third Party Reinsurance.
4. The Transferor will transfer the Transfer Funds to the Transferee.
5. The Transferee will assume all the Transferor's rights in relation to any claims arising out of the carrying on by the Transferor of the business comprising the Transferred Business.
6. The records relating to Transferred Policies will become the property of the Transferee.

There will be no change in the terms and conditions of the Transferred Policies.

The Scheme provides for the unlikely contingency that certain liabilities or assets may not be, or may not be capable of being, transferred on the Effective Date (**Retained Business**). Retained Business will transfer subject to the terms of the Scheme if and when the impediment to transfer is removed. In the meantime, the Transferee will be under an obligation to indemnify the Transferor in respect of any losses or liabilities arising out of the Retained Business, and to perform the Transferor's obligations in respect of the Retained Business. The Transferor will procure that RQCS continues to handle claims and collect recoveries in respect of the Retained Business on the same basis, including as to obligations to report to the Transferor, as it did before the Scheme became effective. It is not anticipated that there will be any Retained Business.

Following the Effective Date:

1. The Transferor must account to the Transferee for all sums or benefits received after the Effective Date in respect of the Transferred Business.
2. Any proceedings for the resolution of a dispute or claim brought against or by the Transferor, and any complaint or claim to any ombudsman, in each case relating to the Transferred Business (**Proceedings**) will:
  - (a) If commenced before the Effective Date, be continued by or against the Transferee;
  - (b) If commenced after the Effective Date, be commenced against or by the Transferee.
3. Any order or judgment made in any Proceedings against the Transferor which remains outstanding at the Effective Date or which is made after the Effective Date will be deemed

to have been made and will be enforceable against the Transferee.

4. Where proceedings against the Transferor are ongoing at the Effective Date in a jurisdiction outside the UK, or commenced in such a jurisdiction after the Effective Date, the Transferee will have the authority to conduct these proceedings on behalf of the Transferor.

The Transferee may, with the consent of the Transferor, agree to any modification of or addition to the Scheme or any further condition or provision in the Scheme which the Court may approve or impose. In the case of an amendment affecting the substance of the Scheme, the consent of the PRA having consulted the FCA will also be required. The PRA and FCA must be notified of any application to modify the Scheme after the Effective Date.

The Scheme will be governed by and construed in accordance with English law.

## **Appendix 2: Summary of the Independent Expert's Report**

### **SUMMARY OF THE INDEPENDENT EXPERT'S REPORT ON THE PROPOSED TRANSFER OF A PORTFOLIO OF POLICIES FROM SCOR UK COMPANY LIMITED TO R&Q GAMMA COMPANY LIMITED**

#### **About the independent expert**

My name is Simon Sheaf and I am a Partner and Head of General Insurance Actuarial and Risk at Grant Thornton UK LLP. I am a Fellow of the Institute and Faculty of Actuaries and a Fellow of the Society of Actuaries in Ireland. I have more than 25 years of experience working within the general insurance industry. I have previously been a member of both the Council and the Management Board of the Institute and Faculty of Actuaries.

#### **About this document**

This document is a summary of my Independent Expert's report ("my Report") that has been prepared following my nomination by SCOR UK Company Limited ("SCOR UK") and R&Q Gamma Company Limited ("R&Q Gamma") to be the Independent Expert reporting on the proposed insurance business transfer scheme under Part VII of the Financial Services and Markets Act 2000 to transfer a portfolio of policies from SCOR UK to R&Q Gamma ("the Scheme"). My appointment has been approved by the Prudential Regulation Authority ("PRA") having consulted with the Financial Conduct Authority ("FCA").

This summary sets out the key findings, methodology, assumptions and analysis from my Report. This summary is subject to the same limitations on its use as those set out in my Report. This summary of my Report must be considered in conjunction with my Report and reliance must not be placed solely on this summary. In the event of real or perceived conflict between this summary and my Report, my Report shall prevail. I have used a number of terms and abbreviations within this summary that are defined in my Report.

Copies of my Report can be obtained at [www.rqih.com/news/anglo-french-part-vii-transfer](http://www.rqih.com/news/anglo-french-part-vii-transfer) or by writing to R&Q Gamma at 71 Fenchurch Street, London EC3M 4BS or to SCOR UK at 10 Lime Street, London EC3M 7AA.

#### **Introduction**

The proposed Scheme relates to the transfer from SCOR UK to R&Q Gamma of a portfolio of US liability insurance underwritten by Anglo French Ltd ("Anglo-French") between 1958 and 1969. Anglo-French was formed in 1958 by a pool of French insurance companies and English & American Insurance Company Limited. The substantial majority of the claims remaining in the Anglo-French portfolio relate to pollution, asbestos and other latent claims. I refer to the Anglo-French portfolio as the "Transferring Portfolio". The Effective Date of the Scheme is 16 December 2019.

As part of the agreement to transfer the Anglo-French portfolio to R&Q Gamma, SCOR UK entered into a reinsurance agreement (the "LPTA") with Accredited Insurance (Europe) Limited ("AIEL"), an insurer within the same corporate group as R&Q Gamma. This agreement provides 100% quota share reinsurance to SCOR UK in respect of the Anglo-French portfolio. The LPTA will terminate on the Effective Date if the Scheme is approved.

As part of the Scheme, R&Q Gamma will put a reinsurance contract known as an adverse development cover (the "ADC") in place with R&Q Gamma in relation to the Transferring Portfolio, which will come into effect on the Effective Date of the Scheme. The ADC will attach at £8.25m; in practice this means that, if the total claim payments on the Transferring

Portfolio following the Effective Date exceed £8.25m, AIEL will provide unlimited reinsurance to R&Q Gamma in relation to any further claim payments.

### **Purpose of the Scheme**

The purpose of the Scheme is to transfer the legal obligations relating to the Transferring Portfolio from SCOR UK to R&Q Gamma.

The purpose of the LPTA and the resulting Scheme from SCOR UK's perspective is to dispose of a non-core legacy portfolio. I understand from R&Q Gamma that it intends to fulfil its contractual obligations in an orderly run-off and, in the process, hopes to make a saving on the current reserves.

### **Who will be affected by the Scheme?**

The policyholders affected by the Scheme include not only the policyholders within the Transferring Portfolio but also the existing policyholders of R&Q Gamma and the policyholders remaining within SCOR UK at the Effective Date of the Scheme.

I am not required to consider the impact of the Scheme on any policyholders that subsequently effect policies with either SCOR UK or R&Q Gamma.

### **My role**

An Independent Expert's Report is required under Section 109 of the Financial Services and Markets Act 2000 in order that the Court may properly assess the impact of the proposed Scheme. My Report describes the proposed transfer of business under the Scheme and considers the potential impact on all affected policyholders, including the security of their policies and the levels of service that policyholders can expect to receive once the Scheme becomes effective.

### **Overview of my analysis**

In considering the impact of the Scheme on policyholders, I have considered both the impact of the Scheme on the financial resources available to support policyholders and also a number of non-financial impacts regarding how the policyholders' experience may change as a result of the Scheme.

My approach to considering the effect of the Scheme on non-financial service levels experienced by policyholders has been to determine if a change in service arrangements would occur if the Scheme were to proceed, and to compare any changes with the arrangements that would be in place were the Scheme not to proceed.

### **Will the Scheme impact the security of the policyholders?**

#### **Transferring Portfolio**

As a result of the Scheme, the policyholders in the Transferring portfolio would transfer from a well-established company writing new business to a smaller insurer which specialises in the management of legacy portfolios.

The transferring policyholders currently benefit from the security of SCOR UK plus AIEL as the reinsurer of the Transferring Portfolio. Should the Scheme become effective, the transferring policyholders would lose the protection of SCOR UK but gain the protection of R&Q Gamma and retain the security of AIEL as the reinsurer of the ADC.

As described in my Report, I am of the opinion that R&Q Gamma is sufficiently capitalised in order to meet policyholder obligations over the course of the run-off of the Transferring Portfolio and the existing liabilities of R&Q Gamma. This is predicated on the fact that the ADC will be in force from the Effective Date. It is also predicated on the fact that, aside from a capital reduction which is planned for 2019, there are no further planned capital extractions from R&Q Gamma. I note that such capital extractions from R&Q Gamma, including the capital reduction planned for 2019, are subject to approval by the Prudential Regulation Authority.

The transferring policyholders would benefit from the same legal protections in the event of R&Q Gamma being wound-up post-Scheme compared to the event of SCOR UK being wound-up pre-Scheme.

The rights of the transferring policyholders in respect of the Financial Services Compensation Scheme ("FSCS") will not change as a result of the Scheme.

As a result, my opinion is that I do not expect the transferring policyholders to be materially disadvantaged in relation to security, including under insolvency, as a result of the Scheme.

#### **Policyholders remaining in SCOR UK**

With respect to the policyholders remaining in SCOR UK, I do not expect any material adverse impact on policyholder security as a result of the Scheme (including under insolvency) as the Transferring Portfolio is immaterial in the context of SCOR UK's overall business. These policyholders are remaining in a company that I consider to have a sufficient level of capital in order to meet policyholder obligations.

Therefore, my opinion is that the policyholders remaining in SCOR UK will not be materially disadvantaged in terms of security, including under insolvency, as a result of the Scheme.

#### **Existing policyholders of R&Q Gamma**

In my opinion, the existing policyholders of R&Q Gamma will be impacted by the Scheme. This is because very little surplus capital will be injected into R&Q Gamma as a result of the Scheme. Therefore, the capital within R&Q Gamma that is currently available to meet the obligations of the existing policyholders would be reallocated to meet the obligations of both the existing policyholders and the transferring policyholders following the Scheme.

However, as described in my Report, I am of the opinion that R&Q Gamma is sufficiently capitalised in order to meet policyholder obligations over the course of the run-off of the Transferring Portfolio and the existing liabilities of R&Q Gamma. This is predicated on the fact that the ADC will be in force from the Effective Date. It is also predicated on the fact that, aside from a capital reduction which is planned for 2019, there are no further planned capital extractions from R&Q Gamma.

Therefore, my opinion is that the existing policyholders of R&Q Gamma will not be materially disadvantaged in terms of security, including under insolvency, as a result of the Scheme.

#### **What are the other financial impacts of the Scheme?**

In addition, I have considered the impact of the Scheme on each of investment strategy; ongoing expenses; pension arrangements; tax; liquidity; new business strategy; and other transfers. I do not identify any changes in any of these areas as a result of the Scheme that would cause any material adverse impact to any of the three groups of policyholders.

## What is the non-financial impact of the Scheme?

### Service levels

I have considered the impact of the Scheme on the level of service, specifically claims handling and policy servicing, experienced by the three groups of policyholders. I do not identify any changes in any of these areas as a result of the Scheme that would cause any material adverse impact to any of the three groups of policyholders.

### Other non-financial factors

In my Report, I have also considered the impact of any changes as a result of the Scheme to each of regulatory regime; complaints; the impact of Brexit; and management and governance arrangements. I do not identify any changes as a result of the Scheme in any of these areas that will cause any material adverse impact on any of the three groups of policyholders.

### Will the Scheme impact reinsurers?

The reinsurance currently provided to SCOR UK by AIEL in respect of the Transferring Portfolio under the LPTA will not transfer to R&Q Gamma along with the gross liabilities. However, AIEL will provide R&Q Gamma with the ADC from the Effective Date of the Scheme. AIEL will therefore pay reinsurance recoveries to R&Q Gamma in the event of a severe deterioration in the claims reserves for the Transferring Portfolio, although it will be exposed to less downside reserve risk than currently under the LPTA.

AIEL is a member of the R&Q Group and is aware of the intention to transfer the liabilities from SCOR UK to R&Q Gamma under the Scheme. Consequently, I do not believe that there is a material risk that AIEL will raise any valid objection to the Scheme.

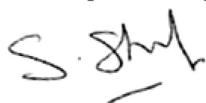
The coverage provided by the existing reinsurers of SCOR UK will not change as a result of the Scheme. Consequently, my opinion is that the Scheme will have no material adverse impact on the existing reinsurers of SCOR UK.

The coverage provided by the existing reinsurers of R&Q Gamma will not change as a result of the Scheme. Consequently, my opinion is that the Scheme will have no material adverse impact on the existing reinsurers of R&Q Gamma.

### Overall conclusion

I have considered the Scheme and its likely effect on transferring policyholders, policyholders remaining within SCOR UK, policyholders currently within R&Q Gamma and reinsurers. I do not expect any of these three groups of policyholders or any of the reinsurers to be materially adversely affected by the Scheme and therefore I see no reason why the Scheme should not proceed.

My opinion is predicated on the fact that the ADC will be in force from the Effective Date. It also assumes that, aside from a capital reduction which is planned for 2019, there are no further planned capital extractions from R&Q Gamma.



Simon Sheaf FIA, FSAI  
Partner, Head of General Insurance Actuarial & Risk Grant Thornton UK LLP  
5 November 2019

## Appendix 3: Legal notice

IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
COMPANIES COURT (ChD)

CR-2019

IN THE MATTER OF

SCOR UK COMPANY LIMITED

-and-

IN THE MATTER OF

R&Q GAMMA COMPANY LIMITED

-and-

IN THE MATTER OF

PART VII OF THE FINANCIAL SERVICES AND  
MARKETS ACT 2000

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TRANSFER OF INSURANCE BUSINESS  
UNDERWRITTEN BY ANGLO-FRENCH  
INSURANCE COMPANY LIMITED

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NOTICE IS HEREBY GIVEN that, by application dated 6 November 2019, SCOR UK Company Limited (the **Transferor**) and R&Q Gamma Company Limited (the **Transferee**) (together the **Applicants**), applied to the High Court of Justice of England and Wales for, amongst other things, an order under Section 111(1) of the Financial Services and Markets Act 2000 (the **Act**) sanctioning an insurance business transfer scheme (the **Scheme**) providing for the transfer of insurance business by the Transferor to the Transferee and for an order making provision under Section 112 of the Act.

The business included in the proposed transfer comprises US liability business underwritten by Brightgrey Limited under its former name Anglo French Insurance Company Limited (**Anglo French**) on or before 31 December 1969 and transferred to the Transferor in 1990 by a portfolio transfer pursuant to section 51 of the Insurance Companies Act 1982 between Anglo French (under its then name Federation General Insurance Company Limited) and the Transferor.

Copies of a report on the terms of the Scheme prepared by an independent expert in accordance with section 109 of the Act (the Scheme Report) and copies of a statement setting out the terms of the Scheme and containing a summary of the Scheme Report may be obtained, free of charge, by contacting:

Randall & Quilter Investment Holdings Limited  
71 Fenchurch Street  
London EC3M 4BS

Ref: Jacqui Rayner  
email: jacqui.rayner@rqih.com  
telephone: +44 (0)20 7977 0835.

or may be downloaded from the website <http://www.rqih.com/news/anglo-french-part-vii-transfer>.

Anyone who has any concerns or objections regarding the proposed transfer or who requires any further information regarding the transfer should also contact the above address and reference or appear in Court or both.

The application will be heard on 3 March 2020 before a Judge of the High Court - Business and Property Courts of England and Wales at The Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL, United Kingdom. The Act provides that any person (including an employee of the Transferor or the Transferee) who alleges that he or she may be adversely affected by the carrying out of the Scheme is entitled to:

1. make representations in writing;
2. appear at the hearing and make representations in person; or
3. instruct a barrister or solicitor advocate to appear at the hearing and make representations on his/her behalf.

If you intend to appear at the hearing in person, or to instruct someone to appear on your behalf, you are requested (though not required) to give notice of your intention to do so in writing, setting out the reasons why you believe you may be adversely affected.

You are requested to send such notice, or if you are not intending to appear in person or by your legal representative, any written representations that you may have, to:

Bryan Cave Leighton Paisner LLP  
Adelaide House, London Bridge  
London, EC4R 9HA  
(ref: LJAC/GQUI/2039998.00002).

Please provide such notice or such written representations by close of business on 28 February 2020. If you do not give the requested notice you will still be entitled to attend and make representations at the hearing or to instruct someone to appear and make representations on your behalf.

If the Scheme is sanctioned by the Court, it will result in the transfer of all the contracts, property, assets and liabilities of the Transferor within the scope of the Scheme to the Transferee, notwithstanding that a person would otherwise be entitled to:

2. terminate, modify, acquire or claim an interest or right; or
3. treat an interest or right as terminated or modified,

as a result of the transfer of business effected by the Scheme. Any such entitlement will only be enforceable to the extent the order of the Court makes provision to that effect.

Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London, EC4R 9HA,  
Ref: LJAC/GQUI/2039998.00002 Solicitors to the Applicants.

