Claim Form
(CPR Part 8)

IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION ROYAL COURTS OF JUSTICE	
Claim No.	6472/2011

Claimant
RGA REINSURANCE UK LIMITED (company number 3552908) (whose registered office is situated at 16th Floor, 5 Aldermanbury Square, London EC2V 7HR)

HIGH COURT OF JUSTICE
EA
COMPANIES COURT

Defendant(s)
N/A

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☑ No

Details of claim *(see also overleaf)*
The Claimant hereby applies for:

(a) the sanction of the court under section 111(1) of the Financial Services and Markets Act 2000 (the "Act") to a scheme as detailed in the draft scheme attached to this Claim Form (the "Scheme") for the transfer to RGA International Reinsurance Company Limited (registered at Companies House under number BR010326) ("RGAI") of the entire business of the Claimant;

(b) Orders under section 112 of the Act making ancillary provision for implementing the Scheme as detailed in the draft Final Order attached to this Claim Form;

(c) an Order under section 112 of the Act for the dissolution without winding up of the Claimant as detailed in the draft Final Order attached to this Claim Form;

(d) Orders for directions as detailed in the draft Order for Directions attached to this Claim Form; and

(e) such other Order(s) as this Honourable Court may deem appropriate.

Defendant's name and address: N/A

	£
Court fee	465
Solicitor's costs	
Issue date	22 JUL 2011

THIS CLAIM WILL BE HEARD ON 29/7/2011 at 10.30 am
ROOM 412, THOMAS MORE BUILDING, ROYAL COURTS OF JUSTICE
STRAND WC2A 2LL

Offices within the Royal Courts of Justice, Strand, London WC2A 2LL are open between 10am and 4.30pm Monday to Friday.
When sending correspondence, please address to relevant office (see top right) and quote the claim number.

Claim No.	

Details of claim *(continued)*

A copy of each of the Scheme, the draft Final Order and the draft Order for Directions is annexed to this Claim Form.

Statement of Truth

* ~~(The Claimant believes)~~ (The Claimant believes) that the facts stated in these particulars of claim are true.

* I am duly authorised by the claimant to sign this statement

Full name Timothy James Goggin

Name of claimant's solicitor's firm Hogan Lovells International LLP

signed T. J. Goggin position or office held Partner

*~~(Claimant)~~ (Claimant's solicitor) (if signing on behalf of firm or company)

**delete as appropriate*

Hogan Lovells International LLP
Atlantic House
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57 London Chancery Lane
+44 20 7296 2001
Reference: C1/JLS/TJG/V0830.00071

Claimant's or claimant's solicitor's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

ANNEX 1

(Scheme)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

NO: [•] of 2011

IN THE MATTER OF RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

Pursuant to Part VII of the Financial Services and Markets Act 2000 for the transfer to RGA International Reinsurance Company Limited of the entire business of RGA Reinsurance UK Limited.

INTERPRETATION

In this Scheme:

1. The following expressions bear the meanings specified opposite them:

"Act"	the Financial Services and Markets Act 2000;
"Court"	the High Court of Justice of England and Wales;
"Effective Date"	the time and date on which this Scheme shall become effective in accordance with paragraph 6 of this Scheme;

"Excluded Policies"	policies under which any liability (whether current or future, actual or contingent) remains unsatisfied or outstanding at the Effective Date and: (a) which the Court for any reason determines shall not be transferred by virtue of the Scheme or the Order; or (b) which prior to the Court making the Order the Transferor and the Transferee agree should be excluded from the Scheme;
"Excluded Policies Reinsurance Agreement"	the reinsurance agreement dated [•] between the Transferor and the Transferee in respect of the Excluded Policies;
"FSA Rules"	the rules of the Financial Services Authority contained in its Handbook of Rules and Guidance;
"Insurance Regulator"	the Financial Services Authority, or such other governmental, statutory or other authority as shall from time to time carry out such functions in relation to insurance business carried on in the United Kingdom as were on 1 January 2011 allocated to the Financial Services Authority under the Act;
"Order"	the Order of the Court sanctioning this Scheme in accordance with section 111(1) of the Act;
"Outwards Reinsurance Contracts"	all reinsurance contracts or treaties entered into by the Transferor as reinsured in relation to the Transferred Policies subsisting on the Effective Date;
"Transferee"	the UK branch of RGA International Reinsurance Company Limited, a company incorporated in Ireland with company number 372722 and whose registered office is at Suite 9, The Cubes Offices, Beacon South Quarter, Sandyford, Dublin 18, Ireland;
"Transferor"	RGA Reinsurance UK Limited, a company incorporated in England with company number 3552908 and whose registered office is at 16th Floor, 5 Aldermanbury Square, London EC2V 7HR;

"Transferred Assets"	all property of the Transferor whatsoever as at the Effective Date including all rights and powers of the Transferor under or by virtue of the Transferred Policies and the Outwards Reinsurance Contracts and all commission due to the Transferor in respect of, and tax assets attributable to, the Transferred Policies and the Outwards Reinsurance Contracts, but excluding rights under Excluded Policies or under the Excluded Policies Reinsurance Agreement;
"Transferred Business"	the entire business of the Transferor (including, without prejudice to the generality of the foregoing, all activities carried on in connection with or for the purposes of such business and any proposals for insurance not yet accepted) as at the Effective Date;
"Transferred Liabilities"	all liabilities whatsoever (whether current or future, certain or contingent) of the Transferor as at the Effective Date including all liability to taxation attributable to the Transferred Business or to the transfer thereof, whensoever incurred, except any liabilities arising under any Excluded Policies or under the Excluded Policies Reinsurance Agreement;
"Transferred Policies"	all policies written by the Transferor, except the Excluded Policies, under which any liability or contingent liability remains unsatisfied or outstanding on the Effective Date, including: (a) every application for a policy received by the Transferor and that becomes a policy of the Transferee after the Effective Date; and (b) any policy written by the Transferor that has lapsed on or before the Effective Date and is reinstated by the Transferee after the Effective Date; and
"UK"	the United Kingdom of Great Britain and Northern Ireland.

2. "Property" includes property, assets, rights and any interest therein and powers of every description; "liabilities" includes duties and obligations; "transfer" includes (as the context may require) assign or assignment, dispose or disposal, convey or conveyance; and "policy" includes a policy of reinsurance as well as a policy of direct insurance.

3. Any reference to an enactment or a statutory provision includes that enactment or statutory provision as amended, varied or re-enacted from time to time.

4. Words denoting the singular include the plural and vice versa; words denoting one gender include the other genders; and words denoting persons include corporations and vice versa.

PRELIMINARY

(A) The Transferor is an insurance company authorised under Part IV of the Act to effect and carry out contracts of life and non-life reinsurance in the UK. The Transferee is a reinsurance company authorised under Part II of Schedule 3 of the Act to effect and carry out contracts of life and non-life reinsurance in the UK.

(B) The Transferor and the Transferee are both wholly owned indirect subsidiaries of Reinsurance Group of America, Incorporated.

(C) It is proposed to transfer the Transferred Business to the Transferee in accordance with this Scheme, subject to, and in accordance with, Part VII of the Act.

(D) The Transferee has agreed to appear by Counsel on the hearing of the application made by the Claim Form seeking an Order to sanction this Scheme and to undertake to be bound thereby and to do all such acts and things as may be necessary or expedient to be executed or done by it for the purposes of giving effect to this Scheme.

OPERATIVE PROVISIONS

1. TRANSFER OF ASSETS

1.1 On the Effective Date the Transferred Assets shall be transferred to the Transferee.

1.2 The Transferee shall accept without investigation or requisition such title as the Transferor shall have at the Effective Date to the Transferred Assets.

2. TRANSFER OF LIABILITIES

On the Effective Date the Transferred Liabilities shall be transferred to, and shall become liabilities of, the Transferee and shall cease to be liabilities of the Transferor.

3. CONTINUITY OF PROCEEDINGS

3.1 Subject to paragraphs 1 and 2 of this Scheme, the Transferred Business shall by Order of the Court and without any further act or instrument be transferred to and vest in the Transferee in accordance with this Scheme for all the estate and interest therein of the Transferor but subject to all mortgages, charges and encumbrances (if any) then affecting any asset comprised therein.

3.2 On the Effective Date every holder of a Transferred Policy shall become entitled, in substitution for any rights available to him under that policy against the Transferor, to the same rights against the Transferee and the obligations of every such holder under a Transferred Policy shall become enforceable (so far as still subsisting) by the Transferee. The Transferee shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in relation to the Transferred Policies that would have been available to the Transferor.

3.3 If any proceedings are pending by or against the Transferor in relation to the Transferred Business on the Effective Date the same shall be continued by or against the Transferee with effect from the Effective Date.

4. **PREMIUMS AND MANDATES**

4.1 All premiums attributable or referable to the Transferred Policies shall on and after the Effective Date be payable to the Transferee.

4.2 Any direct debit mandate, standing order or other instruction in force on the Effective Date and providing for the payment by a bank or other intermediary of premiums payable under any Transferred Policy shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.

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

5. **EXCLUDED POLICIES**

5.1 Subject to paragraph 5.4, the Excluded Policies shall not be transferred to the Transferee by this Scheme and the liabilities under the Excluded Policies shall remain liabilities of the Transferor but shall at all times after the Effective Date be reinsured in their entirety into the Transferee pursuant to the Excluded Policies Reinsurance Agreement.

5.2 If any person exercises any right or option granted under the terms of an Excluded Policy which provides for a new, additional or replacement policy to be issued such person shall be entitled to require that the obligation thereby arising shall be satisfied by the issue by the Transferor of a policy which complies with the terms of such right or option. Any new policy issued by the Transferor pursuant to this paragraph 5.2 shall be treated as an Excluded Policy and shall be reinsured on the basis set out in this paragraph 5.

5.3 Without prejudice to the right of a person set out in paragraph 5.2 to have a right or option satisfied by the issue of a policy by the Transferor, the Transferor shall be entitled to procure that the Transferee shall offer to such person a policy which complies with the terms of such right or option.

5.4 If the novation of any Excluded Policy to the Transferee is procured, the rights and liabilities relating to such policy shall, to the extent not previously transferred, be transferred to the Transferee and such policy shall thereafter be dealt with by the Transferee under the provisions of this Scheme in all respects as if such Excluded Policy were a Transferred Policy.

6. **EFFECTIVE DATE**

This Scheme shall become operative at 00:01 am on 1 January 2012 or such other date as may be specified in an Order of the High Court of Justice in England sanctioning this Scheme under Part VII of the Act, or as the Court may allow upon the application of the Transferor and the Transferee.

7. **COSTS AND EXPENSES**

The costs and expenses of and incidental to the preparation and carrying into effect of this Scheme arising prior to the Effective Date, insofar as not previously paid by the Transferor or the Transferee shall be met by the Transferee.

8. **MODIFICATIONS OR ADDITIONS**

The Transferee may:

(a) with the consent of the Transferor agree for and on behalf of themselves and all other persons concerned other than the FSA to any modification or addition to this Scheme or to any further condition or provision affecting the same that the Court may approve or impose before the Effective Date; and

(b) agree for and on behalf of itself and all other persons concerned other than the FSA to any modification or addition to this Scheme or to any further condition or provision affecting the same that the Court may approve or impose after the Effective Date.

Dated this [•] day of October 2011.

SCHEME

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IN THE MATTER OF RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME

Hogan Lovells

V0830.00071

Ref: C1/JLS/TJG

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ANNEX 2

(Draft Final Order)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

NO: [•] OF 2011

JUSTICE
[•] 2011

IN THE MATTER OF RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

ORDER

UPON THE APPLICATION of RGA Reinsurance UK Limited (**"RGA Re UK"**) whose registered office is situated at 16th Floor, 5 Aldermanbury Square, London EC2V 7HR, United Kingdom by the Claim Form presented to this Court on [•] 2011;

AND UPON HEARING Counsel for RGA Re UK and RGA International Reinsurance Company Limited (**"RGAI"**), whose registered office is situated at Suite 9, The Cubes Offices, Beacon South Quarter, Sandyford, Dublin 18, Ireland;

AND UPON READING the Claim Form and the evidence;

AND UPON RGAI by Counsel for RGA Re UK (being RGAI's Counsel for the purposes herein), undertaking to be bound by the Scheme and to do all such acts and things as may be necessary or expedient to be done or executed by them for the purposes of giving effect thereto;

THIS COURT HEREBY sanctions pursuant to section 111(1) of the Financial Services and Markets Act 2000 (the **"Act"**) the Scheme set out in Schedule 1 hereto;

AND IT IS ORDERED pursuant to section 112(1) of the Act that, using the definitions as set out in the Scheme:

1. on and with effect from the Effective Date, the Transferred Business shall be transferred to and vested in RGAI in accordance with and subject to the terms of the Scheme;

2. on and with effect from the Effective Date, the Transferred Assets shall, by virtue of such Order and without any further act or instrument, be transferred to and vested in RGAI in accordance with and subject to the terms of the Scheme;

3. on and with effect from the Effective Date, the Transferred Liabilities shall, by virtue of such Order and without any further act or instrument, be transferred to and become the liabilities of RGAI in accordance with and subject to the terms of the Scheme;

4. the transfers effected by paragraphs 1, 2 and 3 above shall have effect notwithstanding any provision to the contrary in any agreement or arrangement with any person and whether or not RGA Re UK would apart from the terms of this Order have capacity to effect the same;

5. on and with effect from the Effective Date, all references to RGA Re UK in any contract between RGA Re UK and any other party shall be read and construed as if the same were references to RGAI so that such contract shall operate as if RGAI was the original party to the contract in place of RGA Re UK;

6. on and with effect from the Effective Date, all rights, benefits and advantages conferred on or vested in RGA Re UK by or under all guarantees or sureties to which RGA Re UK is a party shall by virtue of such Order be transferred to and vested in RGAI;

7. all premiums attributable to or referable to Transferred Policies shall on and after the Effective Date be payable to RGAI;

8. any mandate or other instructions in force on the Effective Date and providing for the payment by a banker or other intermediary of premiums payable under any of the Transferred Policies shall thereafter take effect as if it had provided for and authorised such payment to RGAI;

9. any mandate or other instruction in force on the Effective Date as to the manner of payment by RGA Re UK of any sum payable under any Transferred Policy shall continue in force as an effective authority to RGAI;

10. any legal proceedings which immediately prior to the Effective Date are pending by or against RGA Re UK shall be continued by or against RGAI in accordance with paragraph 3 of the Scheme, and that RGAI shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to RGA Re UK (as the case may be) in relation to such proceedings;

11. any judicial, quasi-judicial, administrative or other proceedings for the resolution of a dispute or claim (whether current or future) by, against or in relation to RGA Re UK and concerning the Transferred Liabilities shall be commenced and/or continued by, against or in relation to RGAI, and that RGAI shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to RGA Re UK (as the case may be) in relation to such proceedings;

12. without prejudice to the generality of the other provisions of this Order, on and with effect from the Effective Date in any document evidencing or constituting a Transferred Policy references to RGA Re UK (or any short form or abbreviation thereof) and/or to rights, powers, duties and/or obligations imposed upon RGA Re UK shall, to the extent necessary to give full effect to the Scheme, be read, construed and treated as references to RGAI and/or to rights, powers, duties and/or obligations imposed upon, RGAI, its board of directors or other officers, employees or agents of RGAI subject to and in accordance with the terms of the Scheme;

13. the production of a copy of this Order and a copy of a certificate by a director of RGAI that the Scheme has taken effect shall, for all purposes, be evidence of the transfer to, and vesting in, RGAI of the Transferred Business, the Transferred Assets and the Transferred Liabilities in accordance with this Order and the Scheme;

14. neither the transfer of the Transferred Business, the Transferred Assets and the Transferred Liabilities nor any other matter provided for by this Order or the Scheme shall:

    (a) invalidate or discharge any agreement or other thing;

    (b) constitute a breach of, or default under, or require any obligation to be performed sooner or later than would have otherwise been the case under, any agreement or instrument to which RGA Re UK or RGAI is a party or is bound;

    (c) allow any party to any agreement to terminate that agreement when he would not otherwise have been able to do so;

    (d) entitle any party to any agreement to which RGA Re UK or RGAI is a party or is bound to vary the terms of that agreement when he would not otherwise have been able to do so; or

    (e) cause the imposition of any greater or lesser obligation on any party to any such agreement when that greater or lesser obligation would not otherwise have been imposed; and

15. there shall be liberty for RGA Re UK and RGAI to apply:

    (a) for such Orders as may be expedient or necessary for the purposes set out in section 112(1) of the Act;

    (b) pursuant to paragraph 8 of the Scheme; and

    (c) generally.

AND IT IS ORDERED pursuant to section 112(8)(b) of the Act that the dissolution, without winding up, of RGA Re UK shall take effect on the Effective Date immediately after the transfers effected by paragraphs 1, 2 and 3 above.

Dated this [•] day of [•] 2011.

SCHEDULE 1
THE SCHEME

No: [•] of 2011

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

JUSTICE
[•] 2011

IN THE MATTER OF RGA REINSURANCE UK LIMITED

- AND -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- AND -

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

ORDER

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Ref: C1/JLS/TJG

ANNEX 3

(Draft Order for Directions)

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No: [•] of 2011

Registrar

[•] day of [•] 2011

IN THE MATTER OF
RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF
RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS ACT 2000

ORDER FOR DIRECTIONS

UPON THE APPLICATION made on [•] 2011 by RGA Reinsurance UK Limited (**"RGA Re UK"**), whose principal place of business is at 16th Floor, Aldermanbury Square, London EC2V 7HR, by the Claim Form dated [•] 2011 (the **"Claim Form"**) for (among other things) the sanctioning of a scheme (the **"Scheme"**) pursuant to Part VII of the Financial Services and Markets Act 2000 (the **"Act"**);

AND UPON HEARING Counsel for RGA Re UK and RGA International Reinsurance Company Limited (**"RGAI"**), whose principal place of business is at Suite 9, The Cubes Offices, Beacon South Quarter, Sandyford, Dublin 18, Ireland;

AND UPON READING the Claim Form and the evidence;

AND the Court being satisfied with the steps intended to be taken to comply with The Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants) Regulations 2001 (the **"Regulations"**);

IT IS ORDERED that a notice pursuant to paragraphs 3(2)(a)(i) and (ii) of the Regulations be published once each in The London Gazette, The Edinburgh Gazette and The Belfast Gazette and once each in The Times and The Financial Times newspapers;

AND IT IS ORDERED that the publication of a notice pursuant to paragraph 3(2)(a)(iv) of the Regulations in a business newspaper in any EEA State other than the United Kingdom which, as regards any policy included in the Scheme, is the State in which the establishment of the policyholder is situated at the date when the policy was entered into be dispensed with;

AND IT IS ORDERED that the sending of a notice pursuant to paragraph 3(2)(b) of the Regulations to each policyholder of RGA Re UK and RGAI be dispensed with;

AND IT IS ORDERED that the sending of a notice pursuant to paragraph 3(2)(c) of the Regulations to each reinsurer of RGA Re UK any of whose contracts of reinsurance are to be transferred by the Scheme (or to the agent of such reinsurers or any other person) be dispensed with;

AND IT IS ORDERED that this matter be listed for hearing on the [•] day of [•] 2011.

No. [•] of 2011

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

IN THE MATTER OF
RGA REINSURANCE UK LIMITED

- and -

IN THE MATTER OF
RGA INTERNATIONAL REINSURANCE
COMPANY LIMITED

- and -

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS
ACT 2000

ORDER FOR DIRECTIONS

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No: 6472 of 2011

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

IN THE MATTER OF RGA REINSURANCE UK LIMITED

- AND -

IN THE MATTER OF RGA INTERNATIONAL REINSURANCE COMPANY LIMITED

- AND -

IN THE MATTER OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

CLAIM FORM (PART 8)

Hogan Lovells International LLP
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Ref: C1/JLS/TJG/V0830.00071