

THE HIGH COURT  
140  
2022 Record No. COS



IN THE MATTER OF QUILTER INTERNATIONAL IRELAND DESIGNATED ACTIVITY  
COMPANY

AND IN THE MATTER OF UTMOST PANEUROPE DESIGNATED ACTIVITY COMPANY

AND IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909

AND IN THE MATTER OF THE INSURANCE ACT 1989

AND IN THE MATTER OF THE EUROPEAN UNION (INSURANCE AND REINSURANCE)  
REGULATIONS 2015

PETITION

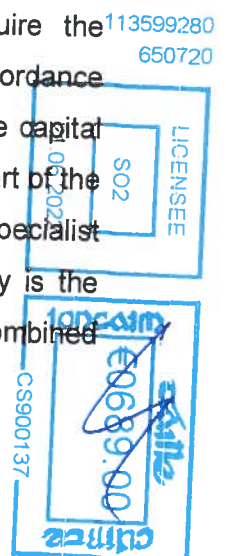
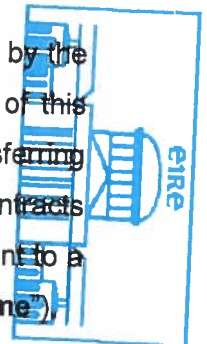
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FOR REGISTRAR

TO THE HIGH COURT

The Humble Petition of the directors of Quilter International Ireland designated activity company ("**Quilter**") (the "**Petitioner**") (whose names and addresses are set out in Schedule 1 hereto) shows as follows:

**Section 1: The Proposed Transfer**

1. It has been resolved by the board of directors of Quilter on 15 March 2022 and by the board of directors of UPE on 8 February 2022, that subject to the sanction of this Honourable Court, the Transferring Business and which includes the Transferring Policies, Transferring Assets, Transferring Liabilities, and the Transferring Contracts of Quilter will be transferred to UPE with effect from the Effective Time, pursuant to a Scheme, a copy of which is appended at Schedule 2 of this Petition (the "**Scheme**").
2. The primary commercial purpose of the Scheme is for UPE to acquire the Transferring Business from Quilter as and from the Effective Time and in accordance with the terms and conditions set out in the Scheme. The entire issued share capital of UPE is held by Utmost Holdings Ireland Limited ("**UHIL**") which is in turn part of the Utmost Group of companies ("**Utmost Group**"). The Utmost Group is a specialist vehicle operating in the European life assurance sector. Its principal activity is the acquisition and consolidation of books of life assurance business in Europe combined



with a targeted approach towards new business opportunities. This transfer facilitates synergy and economies of scale and permits greater risk diversification.

3. Under the terms of the Scheme, as and from the Effective Time, UPE will assume the Transferring Business, which includes the Transferring Policies, the Transferring Assets, the Transferring Liabilities and the Transferring Contracts heretofore underwritten, carried on or assumed by Quilter.
4. The Transferring Policies are made up of the following product groupings:
  - a. Portfolio Bond Products: The majority of the in-force business and all new business written by Quilter is comprised of single premium, open architecture products with a variety of charging structures. The Portfolio Bond Products are offered on a cross-border basis; and
  - b. Unit-linked Products: A closed book of business is comprised of a small number of unit linked products which utilise the company's internal fund offering. The internal fund offering continues to be rationalised as the book contracts.

## **Section 2: Quilter**

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5. Quilter is a designated activity company incorporated in Ireland under company registration number 309649 and has its registered office at Ashford House, 18-23 Tara Street, Dublin 2, D02VX67, Ireland. The incorporation history of Quilter is set out in Schedule 3 of this Petition.
  6. The object for which Quilter was established *inter alia* is to carry on the business of insurance in all or any of the class(es) as authorised by the Central Bank of Ireland as are defined in Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking up and pursuit of the business of insurance and reinsurance ("**Solvency II**"), as the same may be at any time modified by statute regulation or otherwise.
  7. Quilter is empowered to transfer insurance business by clause 3(l)(xxiv) of its Constitution as follows: *to sell, improve, manage, develop, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property and right of the Company.*
  8. Quilter is authorised by the Central Bank of Ireland (the "**Central Bank**") under the European Union (Insurance and Reinsurance) Regulations 2015 (the "**2015**

**Regulations")** to carry on life insurance business in Class III (Contracts linked to investment funds) and Class VI (Capital redemption operations).

9. The authorised share capital of Quilter is €37,500,000 divided into 37,500,000 ordinary shares of €1.00 each, of which 635,000 shares are issued and fully paid up. The entire issued share capital of Quilter is held by UPE, which in turn is the wholly-owned subsidiary of UHIL.

#### *Prior Schemes*

10. Quilter was the transferee entity in respect of a scheme previously approved by this Honourable Court in 2012. This scheme was between Old Mutual International (Ireland) Limited (the "**Original Transferor**") (which is now dissolved) and the Transferor (now Quilter but known as Skandia Life Ireland Limited at that time) which took effect on 31 December 2012 (the "**Prior Scheme**"). Under the terms of the Prior Scheme, Quilter acquired a portfolio of unit-linked life assurance business from the Original Transferor.
11. There are certain rights and obligations of Quilter in connection with the Prior Scheme, that are proposed to become rights and obligations of UPE in conjunction ~~with this Scheme so as to replicate certain policyholder protections that were put in~~ place in connection with the Prior Scheme, as set out in Section 6 below.
12. While this Scheme is conditional on the execution and delivery of the relevant arrangements to ensure such protections are maintained should this Scheme be approved; such arrangements are not governed by Irish law or are non-assignable and will not transfer as part of this Scheme. It is intended therefore that they will be addressed outside of the Scheme.

#### **Section 3: UPE**

13. UPE is a designated activity company incorporated in Ireland under company registration number 311420 and has its registered office at Navan Business Park, Athlumney, Navan, County Meath, C15 CCW8, Ireland. The incorporation history of UPE is set out in Schedule 4 of this Petition.
14. The object for which UPE is established *inter alia* is to carry on all kinds of life assurance business whether of a kind now known or hereafter devised (i) to carry on all or any classes of life assurance business or any combination of the same listed in the European Communities (Life Assurance) Framework Regulations, 1994 (as

amended) (the “**1994 Regulations**”) or any statutory modification, amendment or re-enactment of the same and (ii) to effect and carry on unit-linked life assurance business. The 1994 Regulations have been replaced by the 2015 Regulations.

15. UPE is empowered to acquire and undertake insurance business by clause 3.12 of its constitution to acquire and undertake the whole or any part of the business, property, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which UPE is authorised to carry on, or which can be conveniently carried on in connection with the same or may seem calculated directly or indirectly to benefit UPE.
  16. UPE is authorised by the Central Bank under the 2015 Regulations to carry on life insurance business in Class I (Life assurance and contracts to pay annuities on human life, but excluding Classes II and III), Class III (Contracts linked to investment funds), Class IV (Permanent health insurance contracts), Class VI (Capital redemption operations) and Class VII (management of group pension funds). The Transferring Business comprises the insurance business falling within Class III (Contracts linked to investment funds with connected class IV) and Class VI (Capital redemption operations), which are categories of business which UPE is authorised to carry on.
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17. The authorised share capital of UPE is EUR 750,000,000 divided into (i) 350,000,000 ordinary shares of EUR €1.00 (ii) 400,000,000 non-voting redeemable preference shares of EUR €1.00, of which 18,757,332 ordinary shares are issued and fully paid up. The entire issued share capital of UPE is held by UHIL which is incorporated in Ireland under company number 529604 with its registered address at Ashford House, 18 – 23 Tara Street, Dublin 2, Ireland, which is in turn part of the Utmost Group of companies (“**Utmost Group**”).

#### **Section 4: Regulatory Matters**

18. On 6 May 2022, Quilter notified the Central Bank pursuant to Regulation 41(1) of the 2015 Regulations in respect of the proposed transfer under the Scheme.
19. By virtue of the fact that the Central Bank is the competent authority of UPE as well as Quilter, there is no requirement that the Central Bank notify any other EEA competent authority for the purposes of Regulation 41(3)(a) of the 2015 Regulations.
20. Pursuant to Regulation 41(3)(a) of the 2015 Regulations, the proposed Scheme cannot be effected without obtaining the certification of the Central Bank (as the EEA

Member State supervisory authority of UPE) that, taking the proposed Scheme into account, UPE possesses the necessary eligible own funds to cover its SCR thereafter. A copy of the certificate of solvency of the type referred to in Regulation 41(3)(a) of the 2015 Regulations (or such other evidence) as may be provided by the Central Bank shall be exhibited to this Honourable Court as part of affidavits to be filed in this Honourable Court in advance of the substantive hearing of the Petition by this Honourable Court.

21. Pursuant to Regulation 41(3)(b) of the 2015 Regulations, the proposed Scheme cannot be effected without also obtaining the agreement of the competent authority of each EEA Member State where the contracts "*were concluded, either under the right of establishment or the freedom to provide services*". Apart from Ireland, the only EEA Member States in which Transferring Policies were either concluded in or where following the conclusion of a policy in one Member State, the policyholder moved to another Member State and was deemed by certain regulatory authorities to have concluded business in that Member State as a consequence, are: (1) Austria (2) Belgium (3) Czech Republic (4) Denmark (5) Finland (6) France (7) Germany (8) Italy (9) Luxembourg (10) Malta (11) Netherlands (12) Norway (13) Poland (14) Portugal (15) Spain and (16) Sweden.

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22. A copy of the confirmation of the Relevant Regulators (as defined in the Scheme) of the type referred to in Regulation 41(3)(b) of the 2015 Regulations in respect of Quilter (or such other evidence as may be produced) shall be exhibited to this Honourable Court as part of affidavits to be filed in this Honourable Court in advance of the substantive hearing of the Petition by this Honourable Court.

23. Prior to the UK's departure from the EU, Transferring Policies were concluded for the purposes of the 2015 Regulations in the UK and Gibraltar. Advice from UK and Gibraltar has been obtained which confirms that neither a UK nor a Gibraltar scheme is triggered to transfer this business as the relevant legislative requirements are not engaged, as it is essentially a transfer from one Irish regulated entity to another Irish regulated entity.

24. There are current holders of Transferring Policies resident in the following Member States of the EU / EEA (being the Member States of the commitment in this instance for the purposes of Regulation 41(5)(b) of the 2015 Regulations):

(1) Belgium, (2) Cyprus (3) Czech Republic (4) Denmark (5) Finland (6) France (7) Germany (8) Greece (9) Ireland (10) Italy (11) Luxembourg (12) Malta (13)

Netherlands (14) Norway (15) Poland (16) Portugal (17) Romania (18) Spain and (19) Sweden.

25. There are also current holders of Transferring Policies resident in the following countries and jurisdictions outside of the EEA:-

(1) Albania (2) Australia (3) Belize (4) Brazil (5) Canada (6) Cayman Islands (7) Chile (8) China (9) Gibraltar (10) Guernsey. (11) India (12) Isle of Man (13) Japan (14) Malaysia (15) Oman (16) Puerto Rico (17) Russian Federation (18) Saint Kitts and Nevis (19) Singapore (20) South Africa (21) Switzerland (22) Taiwan (23) Thailand (24) United Arab Emirates (25) United Kingdom (26) United States and (27) Virgin Islands (British).

26. As certain Transferring Policyholders are resident in Guernsey, the transfer of those policies will be subject to a separate scheme in that jurisdiction (the "**Guernsey Scheme**"). The Guernsey Scheme (which will be on terms substantially similar to the Scheme) will be required to be effected under Guernsey law to effect the transfer of the policies concluded with Guernsey residents.

27. In addition to the Guernsey Scheme, a separate scheme is being carried out by the Utmost Group in Guernsey (the "**Primary Guernsey Scheme**"). The Primary Guernsey Scheme is required to transfer certain policies from Utmost Worldwide Limited ("**UW**") to UPE as a result of a change in the Financial Supervision Act of the Netherlands which prohibits all foreign insurers from the Dutch insurance market except by way of a DNB licensed domestic place of business. UW is a life insurance company incorporated in Guernsey under Company Registration No. 27151 and regulated as a Licensed Insurer by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended). The Primary Guernsey Scheme will transfer the Dutch Policies (as defined in that Scheme) to UPE.

28. Both the Primary Guernsey Scheme and the Guernsey Scheme will be heard as one application, albeit there are two separate schemes. Neither the current Scheme before this Honourable Court nor the Guernsey Scheme are however contingent on the Primary Guernsey Scheme being approved by the Royal Court of Guernsey.

#### **Section 5: Communications**

29. Section 13(3)(b) of the 1909 Act requires that a statement of the nature of the amalgamation or transfer together with an abstract containing the material facts

embodied in the agreement or deed, together with copies of the actuarial and other reports, should be circulated to each of the Policyholders, unless this Honourable Court otherwise orders.

30. For the purposes of Section 13 of the 1909 Act, the Transferor has prepared a letter (the "**Policyholder Letter**") and a policyholder circular (the "**Circular**"). The Policyholder Letter contains a statement of the nature of the proposed transfer, certain frequently asked questions and details of the website where Transferring Policyholders can access further information. The Policyholder Circular is a more extensive document and provides the following information: Introduction, Summary of Proposed Transfer, Questions and Answers, Summary of the Report of the Independent Actuary, Legal Notices and Contact Details.
31. Subject to the approval of this Honourable Court, the Transferor does not propose to send a hard-copy of the full Circular, the (full or summary) Report or the Scheme summary by post to the policyholders of the Transferor. Instead, it is proposed the Policyholder Letter be provided to such policyholders by way of ordinary prepaid post at their last known address. The Policyholder Letter provides details of a website where (i) the full Policyholder Circular (which contains a summary of the Scheme, a summary of the Report of the Independent Actuary, a draft of the legal notice and Questions & Answers), (ii) the full Report of the Independent Actuary and (iii) other documentation related to the Scheme can be accessed. The Policyholder Letter also provides details of the number of the dedicated policyholder helpline and email address which the relevant policyholders can call or email to request that hard copies of the relevant documents be sent to them free of charge.
32. I say and believe and am advised that by adopting this approach, it would lead to a saving of circa 1,342 pounds of paper (circa 296,000 sheets of paper) as it is anticipated that the Policyholder Circular will run to circa 76 pages (to be printed double-sided). The estimated greenhouse gas emission to be saved by adopting this approach is equivalent to circa 26,6000 pounds of carbon dioxide emissions. Further, an estimated 5,352 kg of wood will be saved by adopting this approach, which I believe has a positive environmental impact.
33. In circumstances where the Independent Actuary has confirmed in his Report that *"the UPE policyholders are not materially adversely impacted as a result of the proposed Schemes"* (Paragraph 6.43) and that *"[t]he Schemes have no impact on the rights and obligations of UPE policyholders. All policyholders will be entitled to the same rights as were available to them before the Schemes"* (Paragraph 6.45) it is

proposed that the Policyholder Letter will be sent individually to Transferring Policyholders only and, unless this Honourable Court directs otherwise, will not be sent to the Transferee Policyholders (as defined in the Scheme, being the UPE policyholders). Additional reasons why it is considered that this proposal is appropriate are set out below:

- a. that given the number of the total number of policyholders involved, the additional cost and expense of sending the Policyholder Letter to an additional 44,336 policyholders would be disproportionate to any benefit that might be obtained by the Transferee Policyholders in having the documentation transmitted to them;
- b. the transmission of such documentation to the Transferee Policyholders may cause unnecessary concern and confusion on their part – namely that their rights and entitlements under their policy might in some way be undermined by the proposed Scheme, when in fact this is not the case.
- c. no further action is required by the Transferee Policyholders;
- d. while the magnitude of the liabilities relating to the Transferring Policies relative to the Transferee Policyholders makes the proposed transfer a material transaction, it is clear from the report of the Independent Actuary that the risk profiles of all of the Transferring Policies are broadly consistent and therefore the transfer does not expose the Transferee Policyholders to any significant new kinds of risks. Indeed, if the Scheme proceeds, the Independent Actuary confirms that the solvency coverage ratio is expected to improve (Paragraph 6.40).
- e. the Independent Actuary concludes that *“based on the information provided to [him] ... [he] considers it reasonable to conclude that, for the [Transferee Policyholders], the proposed transfer does not have a material adverse impact on the security of their benefits, their reasonable benefit expectations or the level of service that they currently receive”* (Paragraph 6.58) and *“[a]ll policyholders will be entitled to the same rights as were available to them before the Schemes”*. (Paragraph 6.45)
- f. the Court can draw comfort from the fact that, in accordance with the other directions sought from the Court (see paragraph 48 below), the proposed transfer and hearing of the Petition will be advertised in a number of



publications (as well as on the website of UPE). Further, any Transferee Policyholders who are concerned that they might be affected by the proposed transfer will be entitled to avail of the relevant helpline which will be operated by UPE, will be directed to the website containing the Policyholder Circular and Report and further, will be able to inspect the relevant documents at the offices of the Transferor, UPE and Matheson.

34. The Independent Actuary has confirmed in his Report that he is satisfied that *"the proposed policyholder communication plan is appropriate"* (Paragraph 9.5).
35. To the extent any of the Transferring Policies are held under trust it is intended to send the Policyholder Letter to the nominated trustee and / or in accordance with any instructions of the beneficiary from time to time.
36. AIVA, an insurance brokerage, acts on behalf of the Petitioner in the South American market and 23 of the Transferring Policyholders brokered by AIVA, all of which are corporate entities (the **"AIVA Policyholders"**). Where AIVA Policyholders are contacted by the Petitioner via mail, such correspondence shall be sent to the office of AIVA as opposed to the AIVA Policyholder's residential address. AIVA will in turn distribute the relevant correspondence to each of the 23 AIVA Policyholders.
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37. Subject to the approval of this Honourable Court, the Petitioner intends to mail the Policyholder Letter to the relevant AIVA Policyholders to the office of AIVA. AIVA will follow the established communication process for onwards distribution by AIVA of the Policyholder Letter to the AIVA Policyholders. AIVA shall provide evidence of receipt of the correspondence to this Honourable Court at the hearing of the petition.
38. The Petition and the schedules annexed thereto (including the Scheme) and the Report and the Reports of the Heads of Actuarial Function will be available for inspection at the offices of (i) the Transferor at Ashford House, 18-23 Tara Street, Dublin 2, (ii) UPE at Navan Business Park, Athlumney, Navan, Co Meath, Ireland and (iii) Matheson at 70 Sir John Rogerson's Quay, Dublin 2, Ireland from Monday to Friday (public holidays excepted) during the hours of 9:00 a.m. to 5:00 p.m. and online at <https://utmostinternational.com/scheme-transfer/> for not less than 15 clear working days between the date of the advertisement of the Petition in *Iris Oifigiúil* and the said newspapers and the date fixed for the hearing of the Petition.
39. In accordance with Regulation 41(5)(b) of the 2015 Regulations, a notice of the proposed Scheme will be published in the Member States listed in paragraph 24

(being the Member States of the commitment in this instance) to the extent required by the laws of those Member States.

40. For completeness, a notice of the proposed Scheme will also be published in The Financial Times (*International Edition*).

#### **Section 6: Continuing Obligations in respect of the Prior Schemes**

41. In connection with the Prior Scheme, the transferring business including certain policies underwritten by the Original Transferor (the "**Relevant Business**"). The Relevant Business was reinsured by a Guernsey licensed insurer. The relevant reinsurance arrangements were novated, amended and restated so that the reinsurance arrangements and associated security arrangements, which were in place in advance of the Prior Scheme, remained in place post-transfer (as described in paragraphs 42 to 46 of the Grounding Affidavit of Martin Middleton sworn on 21 June 2022 in connection with this Scheme). These arrangements ensured that the policyholder protection conditions applicable to the Guernsey insurer were satisfied and also ensured the protection of the security of benefits of the policyholders, who transferred to Quilter under the Prior Scheme (the "**Relevant Transferring Policyholders**").
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42. Following the Prior Scheme, certain restructurings with regard to the reinsurance arrangements have been undertaken, culminating in the now current arrangements being the 2017 Agreements (as defined in the Scheme and as described in paragraphs 47 to 52 of the Grounding Affidavit of Martin Middleton sworn on 21 June 2022 in connection with this Scheme). The 2017 Agreements replicate the arrangements entered into at the time of the Prior Scheme.
43. Subject to the approval of this Honourable Court, the Relevant Business which was subject to the Prior Scheme, and which now forms part of the book of Transferring Business of the Transferor, is intended to be transferred from the Transferor to UPE and the 2017 Agreements are intended to be replicated, in so far as possible in connection with this Scheme. This is intended to maintain the status quo for the Transferring Policyholders with regard to the security benefits of such arrangements. While the Scheme is conditional on the execution and delivery of the relevant arrangements, as such arrangements are not governed by Irish law or are non-assignable and will not transfer as part of this Scheme. It is therefore intended that they will be addressed outside of the Scheme by the entry into by the relevant parties of the Relevant Documents (as defined in the Scheme).

## **Section 7: Report of Independent Actuary**

44. Pursuant to section 13(3)(b) of the Assurance Companies Act 1909 (as amended) (the “**1909 Act**”), an independent actuary, Fergal O’Shea (the “**Independent Actuary**”), at Willis Towers Watson, has prepared a report (the “**Report**”) on the terms of the Scheme and his opinion on the likely effects of the Scheme on the Policyholders (as defined in the Scheme).
45. With regard to the Policyholders, the Report concludes that, subject to the matters listed in paragraph 46 below, *“There will be no material adverse impact on the security of benefits for any group of policyholders (including the holders of the [Quilter] Guernsey Policies..... as a result of the proposed Schemes.”* (Paragraph 10.2). The Report further concludes that the proposal provides *“appropriate protection for the interests of Transferring Policyholders”* and that the Independent Actuary does *“not consider it necessary to put in place any additional protections in addition to those in the Schemes.”* (Paragraph 10.2) The Report further concludes that *“[n]o group of policyholders (including the holders of the [Quilter] Guernsey Policies...will suffer any reduction in reasonable benefit expectations or service levels as a result of the proposed Schemes.”* (Paragraph 10.2).
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46. ~~The Independent Actuary’s conclusions are subject to the following qualifications, relevant to this Scheme, and set out in paragraph 10.1 of the Report: “That there are no changes to my opinion as a result of any activities within the wider [Utmost Group] between now and the date of implementation of the Schemes”.~~

## **Section 7: Charge**

47. There is a charge registered against Quilter in the Companies Registration Office in respect of the Relevant Transferring Policyholders. It is intended that this charge be released and a new charge be entered into in connection with the arrangements outlined in paragraphs 41 to 43 above.
48. **YOUR PETITIONER THEREFORE HUMBLY PRAY AS FOLLOWS:**
- (1) An order pursuant to the provisions of Section 13 of the 1909 Act, the 2015 Regulations and Section 36 of the Insurance Act 1989 (as amended) (the “**1989 Act**”) sanctioning the Scheme (annexed hereto).

- (2) An order pursuant to Section 36 of the 1989 Act making the following ancillary provisions for implementing the Scheme with each such provision to take effect from the Effective Time unless otherwise state herein:
- (i) the Transferring Business, which includes the Transferring Policies, Transferring Assets, Transferring Liabilities, and rights of Quilter in respect of the Transferring Contracts will be transferred by Quilter to UPE;
  - (ii) the Transferring Assets, (as defined in the Scheme) shall be transferred to and vested in UPE and shall cease to be assets of Quilter (as appropriate);
  - (iii) that all rights, benefits and powers conferred on or vested in Quilter and the liabilities imposed on Quilter by or under the Transferring Contracts shall be transferred to UPE;
  - (iv) that all premiums or amounts attributable or referable to the Transferring Policies or the Transferring Contracts shall be payable to UPE;
  - ~~(v) that UPE shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in respect of the Transferring Contracts, which would have been available to Quilter;~~
  - (vi) all references in any Transferring Contract to Quilter, the board of directors of Quilter, or any other officers, employees or agents of Quilter shall be read as references to UPE, the board of directors of UPE, or any other officers, employees or agents of UPE or, where appropriate, agents of UPE to which the administration carried on by UPE has been delegated. In particular, but without limitation, all rights and / or duties exercisable or expressed to be exercisable or responsibilities to be performed by Quilter, the board of directors of Quilter, or any other officers, employees or agents of Quilter in relation to any of the Transferring Contracts shall, from and after the Effective Time be exercisable or required to be performed by UPE, the board of directors of UPE or any other officers, employees or agents of UPE;
  - (vii) that the Transferring Liabilities shall be transferred to and shall become the liabilities of UPE and shall cease to be liabilities of Quilter;

- (viii) that any mandate or other instruction in force on the Effective Time (including, without limitation, any instruction given to a bank by its customer in the form of a direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums payable under or in respect of any of the Transferring Contracts or the Transferring Policies shall take effect as if it had provided for and authorised such payment to UPE;
- (ix) that any mandate or other instruction in force on the Effective Time in respect of any of the Transferring Contracts or the Transferring Policies as to the manner of payment of any benefit or other amount by Quilter (and in the case of a Transferring Policy (as defined in the Scheme) which constitutes a Residual Contract (as defined in the Scheme), from the respective Subsequent Transfer Date (as defined in the Scheme)), shall continue in force as an effective authority to UPE;
- (x) that any judicial, quasi-judicial, arbitration proceedings or any complaint or claim to any ombudsman or other proceedings for the resolution of a dispute or claim which are pending by or against Quilter in connection with the Transferring Business shall be continued by or against UPE and UPE shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to Quilter in relation to any such proceedings;
- (xi) on and with effect from each Subsequent Transfer Date, all actual and potential proceedings by or against Quilter in connection with the Residual Assets (as defined in the Scheme) or the Residual Liabilities (as defined in the Scheme) shall be continued by or against UPE and UPE shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to Quilter in relation to such Residual Assets and Residual Liabilities;
- (xii) Quilter is given liberty to transfer to UPE all data (including personal data) held by or on behalf of Quilter in relation to the Transferring Policies, the Transferring Assets and the Transferring Liabilities (as each such term is defined in the Scheme);
- (xiii) the Books and Records (being the books and records relating to the Transferring Business), which may include Policyholder Data (as

defined in the Scheme) protected under the Data Protection Legislation (as defined in the Scheme), shall be transferred to UPE (such that UPE shall be deemed to be the Data Controller of the Policyholder Data), and may be used by UPE for, and disclosed by Quilter to, and used by, any agent or contractor of UPE to the same extent that they were used by Quilter and its agents or contractors prior to the Effective Time for all purposes in connection with the Transferring Contracts or the Transferring Policies including, in particular, administration thereof and all matters relevant or incidental thereto; and

- (xiv) to the extent that an authority has been given to Quilter in connection with a Transferring Policy or a Transferring Contract by a policyholder or counterparty thereto or by any other relevant person, whether pursuant to Data Protection Legislation or otherwise, such authority shall be deemed to have been given to UPE.

- (3) Such further or other order as to this Honourable Court shall appear proper.

#### **NOTE**

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It is intended to serve a copy of this Petition (together with the Schedules) on such parties as this Honourable Court may direct and upon the Central Bank of Ireland.

#### **SCHEDULES**

1. List of Directors of Quilter
2. Scheme
2. Incorporation Information of Quilter
3. Incorporation Information of UPE

Signed: Matheson

Matheson  
Solicitors for the Petitioner  
70 Sir John Rogerson's Quay  
Dublin 2

**This Petition is filed on behalf of the Petitioners by Matheson, Solicitors, 70 Sir John Rogerson's Quay, Dublin 2.**

**Filed this                      day of June 2022**

## **SCHEDULE 1**

### **Names and Addresses of the Directors of Quilter**

- a) Henry O'Sullivan of 13 The Dock Mill, Grand Mill Quay, Barrow Street, Dublin 4.
  - b) Tim Madigan of Apartment 69, Grand Canal Wharf, South Dock Road, Dublin 4.
  - c) Ian Maidens of 105 Spice Quay Heights, 32 Shad Thames, London, United Kingdom.
  - d) Michael Davies of Rowan House, Scotton Street, Wye, Ashford, United Kingdom.
  - e) Meave Gallagher of Weinbergstrasse 62, 8802 Kilcherg, Switzerland.
  - f) Martin Middleton of Apartment 6, Saint Patricks Court, Clanbrassil Street Lower, Dublin 8.
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## **SCHEDULE 2**

### **Scheme**



**THE HIGH COURT**

**2022 Record No. COS**

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**SCHEME**

**Dated 21 June 2022**

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## THIS SCHEME RECORDS THAT:

### RECITALS:

- A. Quilter International Ireland designated activity company ("**Quilter**" or the "**Transferor**") is a life assurance company, incorporated in Ireland on 14 July 1999 under company number 309649. It has its registered office and principal place of business at Ashford House, 18 – 23 Tara Street, Dublin 2, Ireland. The sole shareholder of Quilter is Old Mutual Wealth Holdings Limited.
  - B. Quilter is authorised by the Central Bank of Ireland ("**Central Bank**") to carry on life insurance business in Class III (Contracts linked to investment funds) and Class VI (Capital redemption operations) in accordance with the 2015 Regulations.
  - C. The authorisations held in respect of Quilter remain in full force and effect.
  - D. Utmost PanEurope DAC ("**UPE**") is a life assurance company incorporated in Ireland on 25 August 1999 under company number 311420 (the "**Transferee**"). It has its registered office and principal place of business at Navan Business Park, Athlumney, Navan, Co Meath, Ireland. The sole shareholder of the Transferee is Utmost Holdings Ireland Limited ("**UHIL**") (being a company incorporated under the laws of Ireland).
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- E. UPE is authorised by the Central Bank to carry on life insurance business in Class I (Life assurance and contracts to pay annuities on human life, but excluding Classes II and III), Class III (Contracts linked to investment funds), Class IV (Permanent health insurance contracts), Class VI (Capital redemption operations) and Class VII (Management of group pension funds) in accordance with the 2015 Regulations. This authorisation remains in full force and effect.
  - F. It has been agreed by the board of directors of the Transferor and the Transferee to approve the draft Scheme, subject to the requirements of the Central Bank, Relevant Regulators and the sanction of the Court.
  - G. It is intended that the Transferee should acquire the entirety of the business carried on by the Transferor (being the Transferring Business and which shall not comprise (i) the Excluded Assets, (ii) the Excluded Liabilities, (iii) the Excluded Contracts and (iv) the Excluded Policies) with effect as and from the Effective Time and in accordance with the terms and conditions set out in this Scheme.

- H. The Transferor has notified the Central Bank of the terms of this Scheme in accordance with Regulation 41 of the 2015 Regulations.
- I. The Transferor and the Transferee hereby agrees to appear by Counsel on the hearing of the Petition to sanction this Scheme and have undertaken to be bound by the Scheme and to take all reasonable steps (including the execution of documents) which may be necessary or expedient to give effect to the Scheme.
- J. During the course of 2012, Quilter acquired the overseas bonds business of Old Mutual International Ireland Limited ("**OMII**") by way of a scheme approved by the Irish High Court. In connection with the Prior Scheme (as defined), certain arrangements were put in place to ensure that the security of benefits of the original transferor, OMII's policyholders (the "**Relevant Transferring Policyholders**") would not be adversely affected as a result of the transfer. The relevant arrangements involved certain reinsurance arrangements and associated security arrangements, which were in place in advance of the Prior Scheme, being largely replicated post-Scheme, such that they would not be adversely affected as a result of the transfer.
- K. Following the Prior Scheme, certain restructurings with regard to the reinsurance arrangements have been undertaken and the 2017 Agreements (as defined) replicate the arrangements entered into at the time of the Prior Scheme.
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- L. The book of business which was subject to the Prior Scheme, and which now forms part of the book of Transferring Business of Quilter, is intended to be transferred from Quilter to UPE. It is therefore intended that the 2017 Agreements be replicated in so far as possible in connection with this Scheme. This is intended to maintain the status quo for the Relevant Transferring Policyholders with regard to the security benefits of such arrangements.
- M. As the 2017 Agreements are not governed by Irish law or are non-assignable, the transfer of those agreements will be addressed outside of the Scheme by the entry into of the Relevant Documents (as defined), which is a condition of this Scheme.
- N. In accordance with local law requirements in Guernsey, a separate scheme (being the Guernsey Scheme as defined herein) is required to be sanctioned by the Royal Court of Guernsey to transfer the Excluded Policies.
- O. In addition to the Guernsey Scheme (as defined herein and referred to above), an Utmost group company Utmost Worldwide Limited ("**UWL**"), will also transfer a book

of specific policies to the Transferee. UWL is a life assurance company registered in Guernsey under registration number 27151 and with its registered office at Utmost House, Hirzel Court, Ste Peter Port, Guernsey GY1 4PA is licensed under the Guernsey Transfer Law and and regulated by the Guernsey Financial Services Commission. It is intended that this transfer will also take effect at the Effective Time. This transfer will take place pursuant to another Guernsey scheme (the "**Guernsey Primary Scheme**") the sanction of which will be sought at the same time as the sanction of the Guernsey Scheme (as defined herein).

- P. Neither this Scheme, nor the Guernsey Scheme, is dependant on the approval of the Guernsey Primary Scheme.

#### **THIS SCHEME THEREFORE PROVIDES AS FOLLOWS:**

#### **1 Interpretation**

- 1.1 In this Scheme the following expressions bear the meanings specified opposite them:

<b>1909 Act</b>	The Assurance Companies Act 1909 (as amended);
<b>1989 Act</b>	The Insurance Act 1989 (as amended);
<b>2015 Regulations</b>	The European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015) (as amended);
<b>2017 Agreements</b>	(a) the 2017 Reinsurane Agreement;  (a) the 2017 Trust;  (b) the 2017 Security Agreement;  (c) the 2017 Custody Agreement; and  the 2017 Confirmation Letter.
<b>2017 Confirmation Letter</b>	The Confirmation Letter pursuant to which the Trustee Company irrevocably and unconditionally confirmed and undertook to Quilter to hold the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business;

<b>2017 Custody Agreement</b>	The Custody Trustee Agreement between Quilter and Credit Suisse AG (Guernsey) dated 31 October 2017;
<b>2017 Security Agreement</b>	The Security Agreement between Quilter and the Trustee Company dated 31 October 2017;
<b>2017 Reinsurance Agreement</b>	The Reinsurance Agreement between Quilter and QIOM dated 31 October 2017;
<b>2017 Trust</b>	The policyholders trust declared pursuant to which the Trustee Company holds the rights of Quilter to the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business dated 31 October 2017;
<b>Anti-Money Laundering Requirements</b>	The applicable provisions of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and as may be repealed and replaced to implement the requirements of European Law and all relevant statutory instruments, codes, guidance and regulatory requirements as may be issued by a competent authority;
<b>Books and Records</b>	All books, records and other information relating exclusively or primarily to the Transferring Business and all information relating to customers, suppliers, agents and distributors and other information in each case relating exclusively to the Transferring Business (other than the Retained Records);
<b>Central Bank</b>	The Central Bank of Ireland, or such other authority as shall from time to time carry out the functions carried out by it in Ireland as at the date of this Scheme;
<b>Court</b>	The High Court of Ireland;
<b>Confirmation Letter</b>	The letter to be entered into by the Trustee replicating the 2017 Confirmation Letter, which will confirm that it shall hold the proceeds of the 2017 Reinsurance Agreement (which shall be novated to UPE under the Novation Agreement) on trust for the policyholders of the Relevant Business and which shall

	take effect in and around the Effective Time of this Scheme;
<b>Custody Agreement</b>	The Custody Agreement between UPE and Credit Suisse, AG (Guernsey) to be entered into and to take effect in and around the Effective Time of this Scheme to replicate the 2017 Custody Agreement;
<b>Data Controller</b>	Has the meaning ascribed to it in the Data Protection Legislation;
<b>Data Protection Legislation</b>	All applicable laws and regulatory requirements in relation to data protection and privacy (ie, protecting the fundamental rights and freedoms of individuals to privacy with respect to the processing of personal data), or similar laws that apply in relation to the processing of Transferring Policyholder Data and/or Retained Records, including without limitation, (i) the GDPR, (ii) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, (iii) any national data protection or privacy laws applicable to the Transferor or Transferee, and (iv) all applicable implementing, derivative or related laws, rules and regulations;
<b>Effective Time</b>	The time and date when this Scheme shall become operative in accordance with paragraph 2.2, which shall be the last day of a calendar month or such other date as may be agreed between the parties with the consent of the Court;
<b>Encumbrance</b>	Any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;
<b>Excluded Assets</b>	Those assets of the Transferor listed in Schedule 1 (Excluded Assets);
<b>Excluded</b>	The following contracts:-

<b>Contracts</b>	<p>(d) Agreement with Grant Thornton Financial and Taxation Consultants Limited for the provision of payroll services, dated 22 March 2022;</p> <p>(e) The Reinsurance Agreements (as defined);</p> <p>(f) Agreements relating to the Original Protections (as defined);</p>
<b>Excluded Liabilities</b>	Those liabilities of the Transferor that are necessary to operate and manage the Excluded Assets;
<b>Excluded Policies</b>	The policies subject to transfer under the Guernsey Scheme;
<b>Excluded Policyholders</b>	The holders of the Excluded Policies;
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC (General Data Protection Regulation);
<b>Guernsey Policies</b>	The policies written by or assumed by the Transferor up to and including the Effective Time, which form part of the long-term insurance business (as such expression is interpreted for the purposes of the Guernsey Transfer Law carried on by or assumed by the Transferor at the Effective Time) which are being transferred to the Transferee;
<b>Guernsey Scheme</b>	The scheme document which sets out the terms upon which the insurance business transfer to be made pursuant to the Guernsey Transfer Law and relating to the Guernsey Policies is proposed to be effected;
<b>Guernsey Transfer Law</b>	The Insurance Business (bailiwick of Guernsey) law 2002;
<b>Independent</b>	Fergal O'Shea of Willis Tower Watson, the independent



<b>Actuary</b>	actuary appointed to report on the terms of the Scheme, or any successor appointed to report on the same;
<b>Ireland</b>	Ireland excluding Northern Ireland;
<b>Losses</b>	All losses, liabilities, damages, costs (including legal costs and experts' and consultants' fees), charges, expenses, actions, proceedings, claims and demands;
<b>Novation Agreement</b>	The novation agreement between each of Quilter, UPE, QIIOM to be entered into and to take effect in and around the Effective Time of this Scheme to effect the Novation of the 2017 Reinsurance Agreement from Quilter to UPE;
<b>Order</b>	An order made by the Court pursuant to Section 13 of the 1909 Act sanctioning this Scheme and any order (including any subsequent order, which is ancillary thereto) in relation to this Scheme made by the Court pursuant to Section 36 of the 1989 Act;
<b>Original Protections</b>	The arrangements entered into in and around the time of the Prior Scheme to ensure that the security of benefits of the Original Transferor's policyholders would not be adversely affected as a result of the transfer, and which are now represented by the 2017 Agreements;
<b>Policyholders</b>	All of the Transferring Policyholders and Transferee Policyholders (other than Excluded Policyholders);
<b>Prior Scheme</b>	The Scheme between Old Mutual International Ireland Limited (as transferor) and Skandia Life Ireland Limited (and now Quilter) and as the transferee), with an effective date of 31 Decemeber 2012);
<b>QIIOM</b>	Quilter International Isle of Man Limited, with its registered office at King Edward Bay House, Kind Edward Road, Onchan, IM99 1NU, Isle of Man;

<b>Reinsurance Agreements</b>	<p>The following reinsurance arrangements:-</p> <p>(g) The Reinsurance Agreement between the Transferor and Old Mutual International Isle of Man Limited dated 3 March 2016;</p> <p>(h) The Life Reinsurance Financing Treaty between the Transferor and Quilter International Isle of Man Limited dated 16 December 2020;</p> <p>which shall be novated from the Transferor to UPE.</p>
<b>Relevant Business</b>	The policies transferred to Quilter under the terms of the Prior Scheme;
<b>Relevant Documents</b>	<p>The arrangements required to be entered into by Quilter, UPE, the Trust Company and the Custodian and any other party as may be reasonably necessary to replicate the Original Protections, including but not limited to, the following:</p> <p>(i) the Novation Agreement;</p>
	<p>(j) the Trust;</p> <p>(k) the Security Agreement;</p> <p>(l) the Custody Agreement; and</p> <p>(m) the Confirmation Letter.</p>
<b>Relevant Regulators</b>	The supervisory authorities of every relevant EU / EEA Member State where the Transferring Policies were concluded as listed in Schedule 2 (Relevant Regulators).
<b>Residual Assets</b>	<p>Any property of the Transferor which would be comprised in the Transferring Business:</p> <p>(i)</p> <p>(n) in respect of which the Court has declined to order the transfer to the Transferee under the 1909 Act, the 1989</p>

	<p>Act or the 2015 Regulations (as applicable);</p> <p>(o) where the Transferor and the Transferee agree in writing that the transfer of such property should be delayed or such property should not be transferred at all;</p> <p>(p) which is outside the jurisdiction of the Court or in respect of which its transfer pursuant to an order of the Court is not recognised by the laws of the jurisdiction in which the property is situated; or</p> <p>(q) which cannot be transferred or vested in the Transferee for any other reason,</p> <p>(ii) together with any proceeds of sale or income or other accrual or return, whether or not in the form of cash, earned or received from time to time after the Effective Time, in respect of any property referred to in paragraphs (i)(a) to (d) of this definition;</p>
<b>Residual Contracts</b>	Any Transferring Contract which is a Residual Asset;
<b>Residual Liabilities</b>	<p>Any liability whatsoever of the Transferor:</p> <p>(a) that is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to the Residual Asset;</p> <p>(b) that would be comprised in the Transferring Business in respect of which the Court has declined to order the transfer to the Transferee under either of the 1909 Act, the 1989 Act or the 2015 Regulations (as applicable);</p> <p>(c) that would be comprised in the Transferring Business which cannot be transferred or vested in the Transferee for any other reason at the Effective Time; or</p> <p>(d) that would be comprised in the Transferring Business but</p>

	where the Transferor and the Transferee agree in writing prior to the Effective Time that the transfer of such liability should be delayed or that such liability should not be transferred;
<b>Retained Records</b>	Any accounting, financial and other records of the Transferor relating to the Transferring Business, which the Transferor is required by law to retain, including such records as may be required pursuant to the Taxes Consolidation Act 1997 and the Value Added Tax Consolidation Act 2010;
<b>Scheme</b>	This Scheme in its original form or with, or subject to, any modification or addition thereto;
<b>Security Agreement</b>	The Agreement to be entered into and to take effect between the Trustee Company and UPE in and around the Effective Time of this Scheme to replicate the security provided for under the 2017 Security;
<b>Subsequent Transfer Date</b>	<p>In relation to any Residual Asset or Residual Liability, the date after the Effective Time on which such Residual Asset or Residual Liability is or is to be transferred to the Transferee, namely:</p> <p>(a) in respect of any Residual Asset falling within paragraph (i)(a), (i)(c) or (i)(d) of the definition of Residual Asset, and of any Residual Liability which is attributable to or connected with that Residual Asset, or which falls within paragraph (b) or (c) of the definition of Residual Liability, the date on which any impediment to its transfer shall have been removed or overcome; and</p> <p>(b) in respect of any Residual Assets falling within paragraph (i)(b) or (ii) of the definition of Residual Assets, and of any Residual Liability which is attributable to or connected with that Residual Asset, and of any Residual Liability falling within paragraph (d) of the definition of Residual Liability, the date on which the Transferor and the</p>

	Transferee agree the transfer should take effect;
<b>Taxation or Tax</b>	All forms of taxation (other than deferred tax) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, in each case in the nature of tax, whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments to a Tax Authority on account of Tax, whenever and wherever imposed and whether chargeable directly or primarily against or attributable directly or primarily to the Transferor or any other person and all penalties and interest relating thereto;
<b>Tax Authority</b>	Any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and / or collection of Taxation or enforcement of any law in relation to Taxation;
<b>Transferee Head of Actuarial Function</b>	The person duly appointed as the Head of Actuarial Function of the Transferee from time to time;
<b>Transferee Policyholders</b>	All policyholders of the Transferee (other than the Excluded Policyholders) up to and including the Effective Time;
<b>Transferring Assets</b>	The assets of the Transferor in connection with the Transferring Business held by the Transferor on or before the Effective Time, excluding the Excluded Assets and prior to the Subsequent Transfer Date, the Residual Assets;
<b>Transferring Business</b>	The insurance business conducted by the Transferor as at the Effective Time and authorised under the 2015 Regulations as set out in Schedule 3 (Classes of the Transferring Business) and includes (a) (i) the Transferring Assets, (ii) Transferring Contracts and (iii) Transferring Liabilities and (b) (i) the Residual Assets, (ii) Residual Liabilities and (iii) Residual Contracts (but only with effect from each Subsequent Transfer Date);

<b>Transferring Contracts</b>	<p>Any contractual arrangements entered into by the Transferor prior to the Effective Time in connection with the Transferring Business including:-</p> <p>(c) the Transferring Policies; and</p> <p>(d) without limitation, the contracts listed in <b>Error! Reference source not found. (Error! Reference source not found.)</b>;</p> <p>but excluding the Excluded Contracts;</p>
<b>Transferring Liabilities</b>	<p>The entire amount of all debts, liabilities and obligations (whether actual, future or contingent and whether known or unknown at the Effective Time) owed or to be performed by the Transferor to the Transferring Policyholders or third parties arising out of or in connection with the Transferring Policies or the Transferring Assets, other than the Excluded Liabilities and prior to the Subsequent Transfer Date, the Residual Liabilities;</p>
<b>Transferring Policies</b>	<p>The life assurance policies written by or assumed by the Transferor up to and including the Effective Time (and which includes any proposal for new business made to the Transferor which remains open for acceptance as of the Effective Time), but which shall not include the Excluded Policies;</p>
<b>Transferring Policyholders</b>	<p>All holders of the Transferring Policies up to and including the Effective Time; and</p>
<b>Transferring Policyholder Data</b>	<p>The personal data (as defined in the Data Protection Legislation) of the Transferring Policyholders.</p>
<b>Trust</b>	<p>The Trust to be declared pursuant to which the Trustee Company will hold the rights of UPE to the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business to be entered into and to take effect in and around the Effective Time of this Scheme;</p>

<b>Trustee Company</b>	Nedgroup Trust Limited, of Fairbairn House, Rohais, St Peter Port, Guernsey GY1 3LT;
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1.2 In this Scheme (including Schedules and Appendices hereto):

1.2.1 words and expressions shall, save where the context otherwise requires, have the meanings set out in clause 1.1;

1.2.2 liabilities include liabilities, duties and obligations of every description (whether present or future, actual or contingent). Rights, benefits and powers include rights, benefits and powers of every description (whether present or future, actual or contingent);

1.2.3 the word "including" is to be construed as not importing any limitation;

1.2.4 the headings used are for convenience only and shall not affect its interpretation;

1.2.5 any references to legislation shall:

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(a) be to Irish legislation, unless otherwise stated, and

(b) include a reference to any legislation subordinate to such legislation; and

1.2.6 references to books, records or other information means books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.

1.3 Any reference in this Scheme to an enactment, a statutory provision or any subordinate legislation shall be deemed to include a reference to that enactment, statutory provision or subordinate legislation as amended, replaced or re-enacted from time to time and to any instrument or order made from time to time under such enactment, statutory provision or subordinate legislation.

1.4 Any words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

- 1.5 Any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing. Any reference to a person includes his successors, personal representatives and permitted assigns.
- 1.6 Unless the context otherwise requires, any references in this Scheme to a clause or sub-clause shall be a reference to a clause or sub-clause of this Scheme, and any reference in a clause to a sub-clause shall be a reference to a sub-clause of that clause.
- 1.7 References to books, records or other information mean books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.

## **2 Transfer of Insurance Business**

### **2.1 Purpose of the Scheme**

- 2.1.1 The purpose of the Scheme is to make provision for the transfer of the Transferring Business from the Transferor, as legal and beneficial owner, to the Transferee and the consequent assumption of the Transferring Liabilities by the Transferee such that the Transferee shall succeed to the rights and obligations of the Transferor as underwriter of the Transferring Policies.
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- 2.1.2 At the Effective Time, the Transferor, as legal and beneficial owner shall transfer to the Transferee and the Transferee shall acquire and undertake the Transferring Business and assume the Transferring Liabilities with effect from the Effective Time.

### **2.2 Effective Time**

- 2.2.1 Subject to paragraph 2.3.1, this Scheme shall become operative at 22:59 on 30 September 2022 or such other time and date as may be specified in the Order and unless this Scheme shall become operative on or before 22:59 on 30 September 2023 or such later date as the Court may allow upon the application of the Transferor and the Transferee, this Scheme shall lapse.



## 2.3 Conditions Precedent

2.3.1 Notwithstanding paragraph 2.2.1, this Scheme shall not become operative on the Effective Time unless:

- (a) the Central Bank has given its consent or indicated that it has no objection to the Scheme;
  - (b) the Relevant Regulators have given their consent to the Transfer, or the Relevant Regulators have failed to object to the Scheme within three months of having been notified by the Central Bank of the Scheme (as the case may be) pursuant to the terms of the 2015 Regulations;
  - (c) the Court approves the Scheme pursuant to the 1909 Act, the 1989 Act and the 2015 Regulations;
  - (d) Quilter, UPE, QIOM and the Trustee Company executing and delivering the Relevant Documents;
  - (e) in the event that the Court imposes a modification of or addition to this Scheme or any further conditions or provisions affecting same before the Effective Time, the Transferor and the Transferee consent to such modification, addition or condition before the Effective Time.
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2.3.2 If at any time after the Court has made an Order sanctioning the Scheme but before the Effective Time, the Transferor and Transferee anticipate that the Guernsey Scheme will not become effective, or will not become effective at the time or on the terms anticipated, the parties agree that, upon the request of either party, the parties shall jointly apply to the Court for any further order, including any order discharging or amending the Order sanctioning the Scheme as the parties consider necessary or desirable.

## 2.4 Transfer of Business

2.4.1 On and with effect from the Effective Time, the Transferring Business (including the Transferring Policies) shall by the Order and without any further act or instrument, be transferred to and be vested in the Transferee in accordance with this Scheme.

2.4.2 Subject to the provisions of this Scheme, every Transferring Policyholder shall on and from the Effective Time become entitled in substitution of any rights enforceable by or

available under a Transferring Policy against the Transferor to the same right or rights against the Transferee and the obligations of every such Transferring Policyholder shall on and after the Effective Time become enforceable (so far as still subsisting) by the Transferee in place of the Transferor. The Transferee shall carry out, perform and complete all of the terms and conditions of the Transferring Policies. For the avoidance of doubt, this Scheme shall not affect the Transferring Policyholder's contractual terms and conditions pursuant to the Transferring Policies.

## **2.5 Transfer of Assets**

2.5.1 On and with effect from the Effective Time, the Transferring Assets shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee subject to all Encumbrances (if any) affecting such Transferring Assets.

2.5.2 The Transferee shall accept without investigation, requisition, or objection such title as the Transferor shall have at the Effective Time to the Transferring Assets and the Transferring Business.

2.5.3 The Transferor and the Transferee shall, as and when appropriate, execute all documents and perform all things as may be required to effect or perfect the transfer to, and vesting in, the Transferee of any Transferring Assets on the Effective Time in accordance with the terms of this Scheme, including without limitation, obtaining any required consent or waiver.

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## **2.6 Transfer of Contracts**

2.6.1 In addition to the provisions of paragraph 2.5, on and with effect from the Effective Time, the Transferee shall, by the Order and without any further act or instrument, be entitled to all the rights, benefits and powers, and be subject to all the obligations and liabilities of the Transferor whatsoever subsisting on the Effective Time under or by virtue of the Transferring Contracts and all such rights, benefits and powers shall be vested in the Transferee.

2.6.2 Every person who immediately prior to the Effective Time is a holder of or party to a Transferring Contract shall, from and after the Effective Time, in substitution for any liability or obligation owed thereunder to the Transferor, be under the same liability or obligation to the Transferee and shall become entitled, to the exclusion of any rights which he may have had against the Transferor under any of the Transferring

Contracts, to the same rights against the Transferee as were available to him against the Transferors under such Transferring Contract.

- 2.6.3 All premiums and other amounts attributable or referable to the Transferring Contracts shall on and after the Effective Time be payable to the Transferee and shall be receivable and received by the Transferee and every person who is a holder of or party to any of the Transferring Contracts shall be liable to the Transferee for any outstanding, further or additional premiums or other sums attributable or referable to the Transferring Contracts as and when the same become due and payable.
- 2.6.4 The Transferee shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in respect of the Transferring Contracts which would have been available to the Transferors.
- 2.6.5 All references in any Transferring Contract to the Transferor, the board of directors of the Transferor, or any other officers, employees or agents of the Transferor shall from and after the Effective Time be read as references to the Transferee, the board of directors of the Transferee, or any other officers, employees or agents of the Transferee or, where appropriate, agents of the Transferee to which the administration carried on by the Transferee has been delegated. In particular, but ~~without limitation, all rights and / or duties exercisable or expressed to be exercisable~~ or responsibilities to be performed by the Transferor, the board of directors of the Transferor, or any other officers, employees or agents of the Transferor in relation to any of the Transferring Contracts shall, from and after the Effective Time be exercisable or required to be performed by the Transferee, the board of directors of the Transferee or any other officers, employees or agents of the Transferee.
- 2.6.6 All references in any guarantees, letters of credit or similar security (which covers part of the Transferring Business) to the Transferor defaulting in the payment of sums due and payable in respect of any Transferring Policies or any other liability of the Transferring Business shall be read and construed as references to such a default by the Transferee in respect of such Transferring Policies of such liability and the obligations of the respective guarantor or provider of security under such guarantee or security shall continue in full force and effect.

## **2.7 Transfer of Liabilities**

- 2.7.1 On and with effect from the Effective Time, the Transferring Liabilities shall, by the Order and without any further act or instrument, be transferred to and become liabilities of the Transferee and shall cease to be liabilities of the Transferor.

### **3 Further Assurances**

- 3.1.1 Each party to this Scheme agrees to do such further acts and enter into such further deeds or documents as may be necessary to vest title in the Transferring Business in accordance with the terms of this Scheme.
- 3.1.2 Such of the Transferring Business, Transferring Assets or Residual Assets in which title does not pass by delivery or otherwise at the Effective Time, following the Effective Time be held by the relevant Transferor on trust absolutely for the Transferee pending the formal transfer of title, delivery, or assignment to the Transferee pursuant to the terms of this Scheme and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets of the Transferee.
- 3.1.3 In the event that the transfer is not recognised by the laws of any jurisdiction governing any of the Transferring Business, Residual Assets and / or Residual Liabilities, the Transferor shall hold such Transferring Business, Residual Assets and / or Residual Liabilities as trustee for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets, contracts or liabilities of the Transferee.
- 3.1.4 If any third party consent is required to transfer any Transferring Business, Residual Assets and / or Residual Liabilities to the Transferee and such third party consent has not been obtained prior to the transfer, the relevant Transferor shall hold the benefit of the Transferring Business, Residual Assets and / or Residual Liabilities on trust for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets of the Transferee.
- 3.1.5 If pursuant to the terms of any Transferring Contract, any third-party consent is required to transfer the Transferring Contract to the Transferee and such third party consent has not been obtained prior to the Effective Time, the Transferor shall hold the benefit of the contract on trust for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the contracts of the Transferee.

3.1.6 On and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies shall by virtue of the Order and to the extent not previously transferred, be transferred to and vest in the Transferee in accordance with the terms of this Scheme.

3.1.7 On and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall by virtue of the Order and to the extent not previously transferred, be transferred to the Transferee and become a liability of the Transferee and shall cease to be a liability of the Transferor in accordance with the terms of this Scheme.

## **4 Management of Funds**

### **4.1 Establishing, Closing and Amalgamating Sub-Funds**

4.1.1 Subject to clause 4.3, nothing in this Scheme shall prevent the Transferee, at any time and from time to time, (i) establishing new sub-funds; (ii) closing existing sub-funds; (iii) amalgamating any sub-fund or any part or parts thereof with any other sub-fund or part or parts thereof; (iv) changing the name or designation of any sub-fund or dividing any sub-fund into one or more sub-funds; (v) changing the approach to pricing; (vi) ~~changing the policy charges in accordance with the terms and conditions~~ of the Transferring Policies or (vii) effecting any combination of the above, on such terms and recommendations as may be recommended by the Transferee Head of Actuarial Function, having regard to the reasonable expectations of policyholders, and approved by the board of directors of the Transferee.

### **4.2 Establishment of Unit Linked Funds**

4.2.1 On and with effect from the Effective Time, the Transferee shall have linked funds corresponding to all of the linked funds maintained by the Transferor immediately prior to the Effective Time in respect of the unit linked funds of the Transferring Policies.

4.2.2 On and with effect from the Effective Time, the Transferring Policies shall be allocated units in the linked funds to be maintained by the Transferee referred to in paragraph 4.2.1 above, which units shall be of the same type and unit value as units allocated to the Transferring Policy in the corresponding Transferor linked fund immediately prior to the Effective Time. There will be no change to the underlying assets, the

investment strategy, and the approach to unit pricing, policy charges or to the investment criteria as a result of the transfer.

#### **4.3 Unit Linked Funds placed with External Managers and Custodians**

4.3.1 On and with effect from the Effective Time, the Transferee shall establish records corresponding to all of the records maintained by the Transferor, on an individual policy by policy basis, in respect of the externally managed portfolios of Transferring Policies.

4.3.2 On and with effect from the Effective Time, the Transferee shall record which externally managed portfolios are designated in favour of each Transferring Policy and shall ensure that such designations are identical to those that were held in the records of the Transferor immediately prior to the Effective Time. For the avoidance of doubt, there will be no change to the underlying assets, the investment strategy or policy charges as a result of the transfer of externally managed portfolios.

#### **4.4 Single Premium Top-Up**

4.4.1 For the avoidance of doubt, the transfer of the Transferring Business shall not affect the right of either Transferee Policyholders or Transferor Policyholders to make a single premium top-up where permitted by the terms of their policy following the Effective Time.

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### **5 Miscellaneous**

#### **5.1 Tax Issues Regarding Transfer of Assets**

5.1.1 Any Tax liabilities that crystallise as a result of the transfer of the Transferring Policyholders' assets will not be borne by the Transferring Policyholders.

#### **5.2 Mandates and Other Instructions**

5.2.1 Any mandate or other instruction in force on the Effective Time (including, without limitation, any instruction given to a bank by its customer in the form of a direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums payable under or in respect of any of the Transferring Policies shall, on and from the Effective Time (and in the case of a Transferring Policy which constitutes a Residual Contract, from the respective Subsequent Transfer Date), take effect as if it had provided for and authorised such payment to the Transferee.

5.2.2 Any mandate or other instruction in force on the Effective Time in respect of any of the Transferring Policies as to the manner of payment of any benefit or other amount by the Transferor shall, on and from the Effective Time (and in the case of a Transferring Policy which constitutes a Residual Contract, from the respective Subsequent Transfer Date), continue in force as an effective authority to the Transferee.

5.2.3 All premiums attributable or referable to the Transferring Policies shall from the Effective Time be payable to the Transferee.

### **5.3 Continuity of Proceedings**

5.3.1 On and with effect from the Effective Time, any judicial, quasi-judicial, arbitration proceedings or any complaint or claim to any ombudsman or other proceedings for the resolution of a dispute or claim which are pending by or against the Transferor in connection with the Transferring Business shall be continued by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to any such proceedings.

5.3.2 Any litigation involving the Transferor at the Effective Time shall, by Order, be transferred to and be continued by or against the Transferee.

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5.3.3 On and with effect from each Subsequent Transfer Date, all actual and potential Proceedings by or against the Transferor in connection with the Residual Assets or the Residual Liabilities shall be continued by or against the Transferee, and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to such Residual Assets and Residual Liabilities.

## **6 General Provisions**

### **6.1 Effect of the Scheme**

6.1.1 The transfer and vesting of Transferring Assets, Transferring Contracts or Transferring Liabilities relating to any part of the Transferring Business shall not:

- (a) invalidate or discharge any contract, security or other thing;
- (b) require further registration in respect of any security or charge;

- (c) constitute a breach of, or default under, or require any obligation to be performed sooner or later than would otherwise be the case under any instrument or contract or arrangement to which the Transferor is a party or is bound;
- (d) entitle any party to a contract or arrangement to which the Transferor is a party to terminate such contract or arrangement when, in the absence of this transfer, that party would not otherwise be entitled to terminate it; or
- (e) save as provided elsewhere in this Scheme, confer any greater or lesser rights or benefits, or impose any greater or lesser obligations, under a contract on any party to such contract to which the Transferor is a party where such greater or lesser rights, benefits or obligations would not otherwise have been conferred or imposed.

## **6.2 Data Protection**

6.2.1 On and with effect from the Effective Time, the Books and Records (being the books and records relating to the Transferring Business), which may include Policyholder Data protected under the Data Protection Legislation, shall be transferred to the Transferee (such that the Transferee shall be deemed to be the Data Controller of the Policyholder Data from the Effective Time), and may be used by the Transferee for, and disclosed by the Transferee to, and used by, any agent or contractor of the Transferee to the same extent that they were used by the Transferor and its agents or contractors prior to the Effective Time for all purposes in connection with the Transferring Contracts including, in particular, administration thereof and all matters relevant or incidental thereto.

6.2.2 To the extent that an authority has been given to the Transferor in connection with a Transferring Policy or a Transferring Contract by a policyholder or counterparty thereto or by any other relevant person, whether pursuant to Data Protection Legislation or otherwise, such authority shall, on or after the Effective Time, be deemed to have been given to the Transferee.

## **6.3 Anti-Money Laundering Requirements**

6.3.1 For the avoidance of doubt, on and with effect from the Effective Time, the client due diligence records of the Transferor relating to the Transferring Business shall be transferred to the Transferee and may be used by the Transferee for, and disclosed



by the Transferee to, and used by, any agent or contractor of the Transferee to the same extent that they were used by the Transferor and its agents or contractors prior to the Effective Time for all purposes in connection with the Transferring Contracts including satisfying all applicable Anti-Money Laundering Requirements.

#### **6.4 Publication and Notification Requirements**

- 6.4.1 The Transferor and Transferee shall co-operate to publish appropriate pre and post-transfer notices in each case as may be required by the Order, under applicable law or by any regulatory authority.

#### **6.5 Costs and Expenses**

- 6.5.1 Except as otherwise agreed in writing, all costs and expenses relating to the preparation of the Scheme and application for the sanction of the Scheme, including the costs of the Independent Actuary and complying with the order made by the Courts arising from the directions hearing or the substantive hearing in which the Court is petitioned to sanction the Scheme shall be borne by UPE and shall not be borne by Policyholders.

#### **6.6 Modifications or Additions**

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- 6.6.1 On or before the Effective Time, subject to the sanction of the Court as required, any amendment, modification or addition to this Scheme (including any further condition or provision affecting this Scheme which the Court may approve or impose) may be made to this Scheme on the prior agreement of the Transferor and Transferee, provided that the Central Bank (or any Relevant Regulator (where appropriate)) shall have been notified of the proposal to amend, modify or add to the Scheme.
- 6.6.2 After the Effective Time, the Transferee may vary the terms of this Scheme with the consent of the Court, including, without limitation, if at any time, the provisions of this Scheme, in the opinion of the board of directors of the Transferee, prove to be impossible, impracticable or inequitable to implement, provided that in any such case:
- (a) the Central Bank shall be notified of and have the right to be heard at the hearing of the Court at which such application is considered; or
  - (b) such application shall be accompanied by a report from an independent actuary to the effect that in their opinion the proposed amendment will not

materially adversely affect the interests of the Transferring Policyholders affected by the proposed amendment; and

- (c) to the extent any such variation affects any right, obligation or interest of the Transferor, the Transferor has consented thereto.

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

#### **6.7 No Third Party Rights**

6.7.1 Subject to the provisions of paragraph 6.6 of this Scheme, nothing in this Scheme shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Scheme.

#### **6.8 Successor and Assigns**

6.8.1 This Scheme will bind and inure to the benefit of the successors and assigns of the Transferor and the Transferee.

#### **6.9 Notices**

6.9.1 Any notice or other communication in connection with this Scheme (each, a "Notice") shall be:

- (a) in writing and in English or such other language as necessary; and
- (b) delivered by hand, email, recorded delivery or courier using a recognised courier company.

6.9.2 A Notice to the Transferor shall be sent to the following addresses, or such other persons or addresses as the Transferor may notify to the Transferee from time to time:

#### **Quilter**

Address:	Ashford House, 18 – 23 Tara Street, Dublin 2, Ireland
Attention:	Barry Kelly

Email:	barry.kelly@utmost.ie
With a copy to:	Damien Mulholland, Company Secretary
With a copy by email to:	Damien.mulholland@utmost.ie

6.9.3 A Notice to the Transferee shall be sent to the following address, or such other person or address as the Transferee may notify to the Transferor from time to time:

**UPE**

Address:	Navan Business Park, Athlumney, Navan, Co Meath, Ireland
Attention:	Barry Kelly
Email:	barry.kelly@utmost.ie
With a copy to:	Damien Mulholland, Company Secretary
With a copy by email to:	Damien.mulholland@utmost.ie

6.9.4 A Notice shall be effective upon receipt and shall be deemed to have been received:

- (a) 60 hours after posting, in the case of recorded delivery;
- (b) at the time of delivery, if delivered by hand or courier; or
- (c) at the time of transmission in legible form, if delivered by fax or e-mail.

**6.10 Governing Law**

6.10.1 This Scheme shall be governed by and construed in accordance with Irish law.

## **Schedule 1**

### **Excluded Assets**

#### **1 Quilter**

Cash deposits with a value of €3.8 million.

## **Schedule 2**

### **Relevant Regulators**

(1) Austria (2) Belgium (3) Czech Republic (4) Denmark (5) Finland (6) France (7) Germany (8) Italy (9) Luxembourg (10) Malta (11) Netherlands (12) Norway (13) Poland (14) Portugal (15) Spain and (16) Sweden.

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### **Schedule 3**

#### **Classes of the Transferring Business**

##### **1 Quilter**

Class III (Contracts linked to investment funds)

Class VI (Capital redemption operations)

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## **Schedule 4**

### **Transferring Contracts**

#### **Fund Agreements**

2. Aberdeen Asset Management Asia Limited
  3. Standard Life Investments Limited
  4. Alliance Bernstein (Luxembourg) S.a.r.l
  5. Amundi Asset Management
  6. Amundi Signapore Limite
  7. Barclays Bank Plc
  8. BTG Pactual Asset Management S.A DVTM
  9. Credit Suisse Fund Management S.A.
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10. DWS Investment S.A. and DWS Noor Islamic Funds PLC
  11. Deutsche Asset Management (Asia) Limited
  12. Eastpring Investments (Singapore) Limited
  13. Emirates NBD Asset Management Limited
  14. FIL Pensions Management and FIL Distributors International Limited
  15. First State Investments (UK) Limited (FSI (UK))
  16. Fullerton Fund Management Ltd.
  17. Fundsmith Investment Services LLP
  18. Goldman Sachs International
  19. Hume Capital (Guernsey) Limited
  20. ING Asset Management B.V
  21. JP Morgan Asset Management (Europe) S.ar.l

22. Bordeaux European Managers Limited
  23. Lloyds TSB Offshore Fund Managers Limited
  24. M&G Guernsey) Limited
  25. Macquarie Funds Management Hong Kong Limited
  26. Matthews International Capital Management LLC
  27. MFS Investment Management Company (Lux) S.ar.l
  28. Mirae Asset Global Investments (Hong Kong) Limited
  29. Momentum Global Investment Management Limited and Easton Asset Management Limited
  30. Montanaro Asset Management Limited
  31. Morgan Stanley Investment Management Limited
  32. Nedgroup Investments (IOM) Limited
  33. Nikko Asset Management Asia Limited
  34. Investec Asset Management Guernsey Limited
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35. Nomura International plc
  36. E.Ohman J:or Fonder AB
  37. Old Mutual Customised Solutions (Proprietary) Limited
  38. PineBridge Investments Ireland Limited
  39. PineBridge Investments Asia Limited
  40. PineBridge Investments Singapore Limited
  41. Robesco Institutional Asset Management B.V.
  42. Schroder Investment Management (Singapore) Ltd
  43. UOB Asset Management Limited
  44. Value Partners Limited, Value Partners Hong King Limited
  45. VAM Funds (Lux) and VAM Managed Funds (Lux) / VAM Global Management Company SA
  46. Aberdeen Global Services S.A



47. Aberdeen Standard Fund Managers Limited
  48. Aberdeen Standard Fund Managers Limited
  49. Aberforth Unit Trust Managers Limited
  50. CQS (UK) LLP, Acolin Europe GMBH, Acolin Fund Services AG, CQS Funds (Ireland) Plc
  51. Allianz Global Investors Europe GmbH
  52. Allianz Global Investors GmbH
  53. Rothschild HDF Investment Adviser Limited
  54. Alquity Investment Management Limited
  55. Architas Multi-Manager Limited
  56. Ardevora Asset Management LLP
  57. Artemis Fund Managers Limited
  58. Artemis Investment Management LLP
  59. Ashburton Fund Managers and Ashburton (Jersey) Limited
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60. Ashmore Investment Management (Ireland) Limited
  61. Aubrey Capital Management Limited
  62. Aviva Investors Global Services Limited
  63. Aviva Investors UK Fund Services Limited
  64. Axa Investment Managers UK Limited & Axa Rosenberg Management Ireland Limited
  65. Baillie Gifford & Co Limited
  66. Barclays Asset Management Limited
  67. Baring Fund Managers and Baring International Fund Managers (Ireland) Limited
  68. Bedlam Asset Management plc
  69. BlackRock Investment Management (UK) Limited, BlackRock Advisors (UK) Limited
  70. Bullion Management Services Inc
  71. BMO Asset Management Limited, LGM Investments Limited, Pyrford International Limited, Thames River Capital LLP

72. BMO Fund Management Limited
  73. BNP Paribas Investment Partners Luxembourg S.A
  74. BNY Mellon Investment Management EMEA Limited
  75. Bridge Fund Management Limited
  76. Brown Advisory Ltd and Brown Advisory Funds plc
  77. Capital International Management Company Sarl
  78. Carmignac Gestion Luxembourg
  79. Carne Global Fund Managers (UK) Limited
  80. Castlefield Fund Partners Limited
  81. Capita Financial Managers Limited, Absolute Return Investment Advisers (ARIA) Limited
  82. CG Asset Management Limited
  83. Close Asset Management (UK) Limited
  84. Comgest Asset Management International Limited
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85. Courtiers Asset Management Limited
  86. Cullen Capital Management LLC
  87. J & E Davy and Davy Funds plc
  88. Dimensional Fund Advisors Ltd.
  89. DMS Investment Management Services (UK) Limited
  90. Dodge & Cox Worldwide Investments Ltd.
  91. Dominion Fund Management Limited
  92. Ecclesiastical Investment Management Limited
  93. EFG Asset Management (UK) Limited
  94. Equity Trustees Fund Services
  95. Hermes Investment Management Limited
  96. First State Investments (UK) Limited

97. Fortem Capital Limited
  98. Russell Investments Limited and Fund Partners Limited
  99. Franklin Templeton Investment Management Limited and Franklin Templeton Fund Management Limited
  100. Fulcrum Asset Management LLP and Fulcrum UCITS SICAV
  101. FundRock Partners Limited
  102. Fundsmith LLP
  103. GAM Fund Management Limited
  104. Garraway Funds Plc
  105. Goldman Sachs Asset Management Fund Services Limited
  106. Guinness Asset Management Ltd and Guinness Asset Management Funds Plc
  107. GVQ Investment Management Limited
  108. HSBC Global Asset Management (UK) Limited
  109. Investment Fund Services Ltd
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110. Investment Fund Services Limited
  111. Investment Fund Services Limited
  112. Ignis Investment Services Limited
  113. Impax Asset Management Limited
  114. Insight Investment Funds Limited
  115. Invesco Management SA
  116. Invesco Fund Managers Limited
  117. Iridian Asset Management LLC
  118. IWI Fund Management Ltd
  119. Henderson Global Investors Limited and Henderson Investment Funds Limited
  120. J O Hambro Capital Management Limited
  121. JPMorgan Funds Limited

122. JP Morgan Asset Management (Europe) S.ar.l
  123. Jupiter Asset management Limited
  124. Jupiter Unit Trust Managers Limited
  125. Kames Capital plc
  126. Kames Capital plc
  127. KBC Asset Management
  128. Kotak Mahindra Asset Management (Singapore) Pte. Ltd.
  129. Legal & General (Unit Trust Managers) Limited
  130. Latitude Investment Management LLP
  131. Lazard Fund Managers (Ireland) Limited
  132. Lazard Fund Managers Limited
  133. Legg Mason Investments (Europe) Limited
  134. Legg Mason (UK) Investment Funds Limited
  135. Link Fund Solutions and Blue Whale Capital LLP
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136. Odey Asset Management LLP and Link Fund Solutions Ltd
  137. Canada Life Asset Management Limited, Link Fund Solutions Limited
  138. Link Fund Solutions Limited and Gresham House Asset Management
  139. Link Fund Solutions and Havelock London Ltd
  140. Link Fund Solutions Limited and Heartwood Wealth Management Limited
  141. Link Fund Solutions Limited and Lightman Investment Management Limited
  142. Lindsell Train Limited and Capita Financial Managers Limited
  143. Link Fund Solutions Limited and Majedie Asset Management Limited
  144. Capita Fiancial Managers and Mornat Wright Management Limited
  145. Link Fund Solutions Limited and Prudential Distribution Limited
  146. Link Fund Solutions Limited and Seneca Investment Managers Limited (formerly Miton Capital Partners Limited)

- 147. Troy Asset Management Limited and Link Fund Solutions Limited
  - 148. Lindsell Train Limited
  - 149. Liontrust Fund Partners LLP
  - 150. M&G Securities Limited
  - 151. Maitland Institutional Services Limited
  - 152. Man Investments AG
  - 153. Man Fund Management UK Limited (formerly GLG Partners Investment Funds Limited)
  - 154. Margetts Fund Management Limited
  - 155. AFH Independent Financial Services Ltd and Margetts Fund Management Ltd
  - 156. Marlborough Fund Managers Limited
  - 157. Merian Global Investors (UK) Limited
  - 158. Somerset Capital Management LLP and Phoenix Fund Services (UK) Limited
  - 159. MI Thornbridge Investment Funds
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- 160. Mirabaud Asset Management (Europe) SA
  - 161. MLC Management Limited
  - 162. Momentum Global Investment Management and Phoenix Fund Services (UK) Limited
  - 163. Mornat Wright Management Limited
  - 164. Morgan Stanley Investment Management (ACD) Limited and Morgan Stanley Investment Management Limited
  - 165. Muzinich & Co. Limited
  - 166. NGAM S.A.
  - 167. Nedgroup Investments (IOM) Limited
  - 168. Neuberger Berman Europe Limited
  - 169. Investec Fund Managers Limited
  - 170. Nomura Asset Management U.K. Limited
  - 171. Odey Asset Management LLP

- 172. Oribis Access (UK) Limited
  - 173. Pacific Capital Partners Limited
  - 174. Pictet Asset Management Ltd
  - 175. PIMCO Europe Ltd
  - 176. Polar Capital LLP
  - 177. Premier Portfolio Managers Limited
  - 178. Gemini Investment Funds plc
  - 179. Quilter Investors Limited
  - 180. Rathbone Unit Trust Management Limited
  - 181. Royal London Asset Management Limited
  - 182. Rubrics Asset Management (Ireland) Limited
  - 183. Russell Investments Limited
  - 184. Santander Asset Management
  - 185. Sarasin & Partners LLP
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- 186. Sarasin Investment Funds Limited
  - 187. Schroder Investment Management (Luxembourg) S.A.
  - 188. Schroder Unit Trusts Limited
  - 189. SEI Investments (Europe) Limited
  - 190. Seven Investment Management LLP
  - 191. Skyline Umbrella Fund ICAV No. C64176
  - 192. Slater Investments Limited
  - 193. S&W Onshore
  - 194. Smith & Williamson Fund Administration Limited
  - 195. Cornelian Asset Managers Limited and Smith & Williamson Fund Administration Limited
  - 196. Smith & Williamson Investment Management (Ireland)

- 197. SVM Asset Management Limited
  - 198. SWIP Multi- Manager Funds Limited and SWIP Fund Management Limited
  - 199. T Bailey Fund Services Limited
  - 200. T.Rowe Price International Ltd
  - 201. T.Rowe Price International Ltd
  - 202. Thesis Unit Trust Management Limited
  - 203. Threadneedle Management Luxembourg S.A.
  - 204. Threadneedle Investment Services Limited
  - 205. Tilney Investment Management Services Limited
  - 206. Alpha Real Property Investment Advisers LLP, trading as TIME Investments & Alpha Real Capital LLP
  - 207. Triodos Investment Management B.V.
  - 208. Trium Ireland Ltd
  - 209. Tutman LLP
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- 210. TwentyFour Asset Management LLP
  - 211. Union Bancaire Privée, UBP SA
  - 212. UBS Asset Management Funds Ltd, UBS Asset Management (UK) Ltd
  - 213. Unicorn Asset Management Limited
  - 214. UTI International (Singapore) Private Limited
  - 215. Valu-Trac Investment Management Limited
  - 216. Vanguard Asset Management Limited
  - 217. Veritas Asset Management LLP
  - 218. Vontobel Asset Management S.A.
  - 219. Turcan Connell Asset Management Limited / Value Trac Investment Management Limited
  - 220. Vulcan Value Partners LLC
  - 221. Waverton Investment Management Limited

- 222. Way Fund Mangers Limited
- 223. Way Fund Managers Limited / Hasley Investment Management LLP
- 224. Wells Fargo Asset Management Luxembourg S.A
- 225. Winton Capital Management Limited

#### **Outsourcing Agreements**

- 226. Old Mutual International Business Services Limited

#### **Fiscal Representative Agreements**

- 227. Ernst & Young Société d'Advocats
- 228. FIDES Abogados
- 229. FIDES Abogados
- 230. FIDES Abogados
- 231. Jatco Insurance Brokers Limited
- 232. IQ EQ (Cyprus) Limited.

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#### **Discretionary Asset Managers Agreements**

- 233. AFH Independent Financial Services Limited t/a AFH Wealth Management
- 234. Bellecapital UK Limited
- 235. Bowmore Asset Management Limited
- 236. Canaccord Genuity Wealth (International) Limited
- 237. Cantab Asset Management Limited
- 238. Daintree Wealth Management
- 239. EQ Investors Limited
- 240. Euromobiliare Advisory SIM
- 241. Goldman Sachs Asset Management International
- 242. HFM Columbus Asset Management Limited
- 243. J & E Davy (UK) Limited



- 244. Laver Wealth Management Limited
- 245. Mattioli Woods PLC
- 246. Maven Wealth Management Limited (Bartholomew Hawkins)
- 247. Mountstone Partners Limited
- 248. Rowan Dartington & Co. Ltd
- 249. Saunderson House Limited
- 250. Sinergia Wealth Management SA
- 251. Smith & Williamson Investment Management (Europe) Ltd
- 252. Vermeer Investment Management Limited
- 253. Vintage Asset Management Limited
- 254. William Highbourne Wealth Management Limited
- 255. Bank Julius Baer Luxembourg S.A.
- 256. Bank SYZ SA
- 257. Brooks MacDonald Asset Management (International) Limited

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- 258. Brown Shipley & Co Limited
- 259. Canaccord Genuity Wealth Limited
- 260. Cardale Asset Management Ltd
- 261. Close Asset Management Limited
- 262. Courtiers Investment Services Limited
- 263. DB UK Bank Limited
- 264. Hawksmoor Investment Management Ltd
- 265. James Hambro & Partners LLP
- 266. LGT Wealth Management Jersey Limited
- 267. Lombard Odier Europe SA - UK Branch
- 268. Nexus Portfolio Management Limited
- 269. Parmenion Capital Partners LLP

- 270. Quilter Cheviot Europe Limited
- 271. Ravenscroft Investment Management Limited
- 272. Raymond James Investment Services Limited
- 273. TAM Asset Management Ltd
- 274. TAM Europe Asset Management AV, SA
- 275. W H Ireland Limited
- 276. Westminster Capital/Westminster Asset Management
- 277. WH Ireland Limited
- 278. Whitman Asset Management Limited

### **Custodian Agreements**

- 279. BNY Mellon
- 280. Axion Swiss Bank SA
- 281. Bank J. Safra Sarasin (Gibraltar) Limited
- 282. ~~Bank Julius Baer & Co, Limited (Zurich)~~
- 283. Bank Julius Baer Europe AG (Frankfurt)
- 284. Bank Vontobel AG
- 285. Capital International Limited (Isle of Man)
- 286. Coeli Wealth Management AB
- 287. Credo Capital plc
- 288. Den Danske Bank Intl SA
- 289. Erik Penser Bank AB
- 290. Formuesforvaltning Aktiv Forvaltning AS
- 291. Garantum Fondkommission AB
- 292. Global Prime Partners Limited
- 293. J & E Davy (trading as Davy)
- 294. Lincoln Private Investmnt Office LLP & Multrees Investor Services Limited

- 295. Multrees Investor Services Limited (Tri-party with Lincoln)
  - 296. Nedbank Private Wealth
  - 297. Nordnet
  - 298. Nova Wealth Limited
  - 299. Novia Financial Plc
  - 300. Pictet & Cie (Europe) SA - Luxembourg
  - 301. Pictet & Cie
  - 302. Platform One Limited
  - 303. Platform Securities LLP
  - 304. Praemium Administration Limited
  - 305. Praemium International Limited (Jersey)
  - 306. Quartet Capital Partners LLP
  - 307. Quintet Private Bank (Europe) SA
  - 308. Skandinaviska Enskilda Banken S.A. (Luxembourg)
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- 309. Söderberg & Partners Securities AB
  - 310. Svenska Handelsbanken AB - Luxembourg
  - 311. UBS AG London
  - 312. UBS AG
  - 313. VP Bank (Switzerland) Ltd
  - 314. Waverton Investment Management Limited (previously JO Hambro)
  - 315. Bank Julius Baer Luxembourg S.A.
  - 316. Bank SYZ SA
  - 317. Brooks MacDonald Asset Management (International) Limited
  - 318. Brown Shipley & Co Limited
  - 319. Canaccord Genuity Wealth Limited
  - 320. Cardale Asset Management Ltd

- 321. Close Asset Management Limited
  - 322. Courtiers Investment Services Limited
  - 323. DB UK Bank Limited
  - 324. Hawksmoor Investment Management Ltd
  - 325. James Hambro & Partners LLP
  - 326. LGT Wealth Management Jersey Limited
  - 327. Lombard Odier Europe SA - UK Branch
  - 328. Nexus Portfolio Management Limited
  - 329. Parmenion Capital Partners LLP
  - 330. Quilter Cheviot Europe Limited
  - 331. Ravenscroft Investment Management Limited
  - 332. Raymond James Investment Services Limited
  - 333. TAM Asset Management Ltd
  - 334. TAM Europe Asset Management AV, SA
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- 335. W H Ireland Limited
  - 336. Westminster Capital/Westminster Asset Management
  - 337. WH Ireland Limited
  - 338. Whitman Asset Management Limited

#### **Combined Discretionary Asset Manager Agreements and Custodian Agreements**

- 339. Adam & Company Investment Management Limited
- 340. Arbuthnot Latham & Co., Limited
- 341. Barclays Bank plc
- 342. Barclays Bank UK PLC/Barclays Investment Solutions Limited
- 343. Brewin Dolphin Limited
- 344. Brooks MacDonald Asset Management Limited
- 345. CA Indosuez Wealth (Europe)

- 346. Cazenove Capital Management Limited
  - 347. CG Wealth Planning Limited (formerly Thomas Miller)
  - 348. Charles Stanley & Co. Limited
  - 349. Coutts & Co.
  - 350. Investec Wealth & Investment Limited
  - 351. J M Finn & Co. Ltd
  - 352. LGT Wealth Management UK LLP
  - 353. National Westminster Bank PLC
  - 354. Punter Southall Wealth Limited (formerly Psigma)
  - 355. Quilter Cheviot Limited
  - 356. Rathbone Investment Management Limited
  - 357. S G Kleinwort Hambros Bank Limited (formerly Kleinwort Benson)
  - 358. Sanlam Private Investments (UK) Ltd
  - 359. Sarasin & Partners LLP
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- 360. Schroder & Co Limited
  - 361. SG Kleinwort Hambros Bank Limited
  - 362. Smith & Williamson Investment Management LLP
  - 363. The Royal Bank of Scotland plc
  - 364. Tilney Asset Management Limited
  - 365. Tilney Investment Management Services Limited
  - 366. Smith & Williamson Investment Services Ltd
  - 367. Smith & Williamson Inv Man (Europe)
  - 368. Smith & Williamson Investment Services Ltd
  - 369. Banco Itau International
  - 370. CGIS Securities, LLC
  - 371. Credit Suisse AG Zurich

- 372. EFG Capital International Corp.
- 373. Goldman Sachs International (London)
- 374. Insight Securities Inc
- 375. Insigneo Securities, LLC
- 376. JRS Asset Management AB
- 377. Morgan Stanley Smith Barney LLC (Miami)
- 378. Northeast Securities, Inc.
- 379. Pershing Securities Limited (IFA Services)
- 380. True Potential Investments LLP
- 381. UBP SA
- 382. VP Bank Luxembourg SA

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#### **Insurance-Intermediary Agreements**

- 383. Verna Kapitalrad AB (9DN-90)
- 384. HSBC Int. Fin. Adv. (Malta) Limited
- 385. Hylland Invest A/S
- 386. VFS Europe SARL (177)
- 387. Conrad James Ltd
- 388. Equity International
- 389. Apex Wealth Management Limited
- 390. Oculus Wealth Management Limited
- 391. M R Financial Services Ltd
- 392. Investax Limited
- 393. Complete Financial Planning Ltd

- 394. Westminster Capital Limited
  - 395. Dunhill Financial SPRL
  - 396. Active Financial Planners Ltd
  - 397. 1291 Group Europe Ltd
  - 398. HSBC International Fin Adv (UK) Ltd
  - 399. Malmberg Fond & Finans AB
  - 400. Aisa Financial Planning Ltd
  - 401. Greenfields Financial Management Ltd
  - 402. One life Financial Planning Ltd
  - 403. Enrico Gazzilli
  - 404. Ingard Independent Fin Management LLP
  - 405. Tarvos Wealth Ltd
  - 406. Wellington Court Fin Svcs Ltd
  - 407. DeVere France Eurl
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- 408. Mulberry Wealth Management Limited
  - 409. Plutus Wealth Management LLP
  - 410. Sørrogaland Investeringsrådgivning AS
  - 411. Mangold Fondkommission AB
  - 412. Independent Int Mortgage Adv
  - 413. Bryan Taylor Walker
  - 414. Burnett & Reid Wealth Management Ltd
  - 415. Sancus Retirement Planning Limited
  - 416. Blue Ocean Investment Company Ltd
  - 417. Park View Financial Services Ltd
  - 418. Caliber Financial Associates Limited
  - 419. Heron Wealth Management Ltd

- 420. Säkra Västkusten KB
  - 421. Öneby & Partner Finans AB
  - 422. Unity Financial Partners Ltd
  - 423. Sørroaland Investeringsrådgivning AS
  - 424. Browne & Browne IFA Limited
  - 425. John Carter
  - 426. Progeny Wealth Ltd
  - 427. New Forest Financial Planning Limited
  - 428. R T Financial Services UK Ltd
  - 429. 1st Chartered Financial Planning Ltd
  - 430. Starck Uberoi Wealth Limited
  - 431. Lawsons Equity Limited
  - 432. Mandat Kapitalförvaltning AB
  - 433. TTR Barnes Financial Services Ltd
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- 434. Bartholomew Hawkins
  - 435. Tribeca Finansutveckling AB
  - 436. James Ryan Thornhill Ltd
  - 437. Dummy Workflow Number
  - 438. Sigillet Fond&Försäkring i Stockholm AB
  - 439. Chadwicks Ltd
  - 440. Aktiv Link
  - 441. Antrams Financial Services LLP
  - 442. Chris Leach & Associates Ltd
  - 443. Charwood Independent Fin Advisers Ltd
  - 444. Square Mile Asset Management Limited
  - 445. EOS Wealth Management Ltd



- 446. Globaleye (Belgium SPRL)
  - 447. Grimes BVBA
  - 448. Axis Financial Consultants
  - 449. Intelligent Financial Advice Limited
  - 450. NLP Financial Management Ltd
  - 451. Maymont Wealth Limited
  - 452. Confidentor KB
  - 453. CRS Consultants Ltd
  - 454. JPM Asset Management Limited
  - 455. D.A Owen Financial Services Limited
  - 456. Wellington Court Financial Services Ltd
  - 457. David Vance Consulting Ltd
  - 458. Towry Law Financial Services Ltd
  - 459. Salisbury Financial Services Limited
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- 460. Pensionskontakt AB
  - 461. Baskerville Advisors (EB only)
  - 462. Harcourt Financial Limited
  - 463. Oakhouse Financial Services Ltd
  - 464. S Johnson Wealth Management LLP
  - 465. Gale and Phillipson Invst Svs Ltd
  - 466. Professional Wealth Management Ltd
  - 467. Encompass Financial Management Ltd
  - 468. TenetConnect Limited
  - 469. Fortuna Financial Planning Limited
  - 470. Ellis Davies Financial Planning Limited
  - 471. Sørrogaland Investeringsrådgivning AS

- 472. Kielder Financial Planning BVBA
  - 473. Saltire Consultancy Services ebvba
  - 474. Cedars IFA Limited
  - 475. A & J Wealth Management Limited
  - 476. Altyx Financial Planning Ltd
  - 477. Tim J. Pollitt and Co
  - 478. Sørrogaland Investeringsrådgivning AS
  - 479. Old Mill Financial Planning LLP
  - 480. Nicholson Bond Partnership Ltd
  - 481. Charlwood Leigh Ltd
  - 482. IWC Financial Ltd
  - 483. Boosst Limited
  - 484. David Booler & Co
  - 485. DJWM Ltd
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- 486. Alan Davis T/A Belgravia Intervest Grou
  - 487. Plan4Life Limited
  - 488. Thameside Financial Planning Limited
  - 489. Autonomy Wealth Limited
  - 490. Halstead Independent Fin Mgmt Ltd
  - 491. Winchester Investment Solutions Ltd
  - 492. Cairn Financial Management Limited
  - 493. George Square Financial Management Ltd
  - 494. New Leaf Distribution Limited
  - 495. Integritas Wealth Partners Limited
  - 496. Credo Capital Limited
  - 497. Robusto Asset Management GMBH

- 498. Magenta Financial Planning Limited
- 499. Primera Wealth Management Limited
- 500. Verdana Fond & Försäkring AB
- 501. VFS Europe SARL (198)
- 502. CPN Investment Management Ltd
- 503. Thomas Anthony Wealth Management Ltd
- 504. King's Court Financial Planning LLP
- 505. Roger Fish
- 506. Broadoak Financial Planning Ltd
- 507. Kane Associates (Investments) Ltd
- 508. Hagley Financial Planning Limited
- 509. Aisa International S R O
- 510. Eppione Limited
- 511. ~~Sørrogaland Investeringsrådgivning AS~~

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- 512. Chattertons Wealth Management Ltd
- 513. Nolan Wealth Management Limited
- 514. PFM Associates Ltd
- 515. Oakworth Consultancy Services Ltd
- 516. Devere Spain SL
- 517. Extranet Test Agent (Sterling)
- 518. Platinum Financial Services Ltd
- 519. Boston Direct Management (UK) Ltd
- 520. Soderberg & Partners Insurance Co
- 521. FAA Ins Adv t/a Financial Advisers Asso
- 522. Maven Wealth Management Limited
- 523. Attivo Financial Limited

- 524. VFS Europe SARL (189)
  - 525. Rathbone Investment Management Limited
  - 526. Advisa Financial Services Limited
  - 527. Nobu AB
  - 528. Hankley Financial Planning
  - 529. Menzies Wealth Management Ltd
  - 530. Lyncombe Consultants Ltd
  - 531. Headway Wealth Ltd
  - 532. Kenneth Brewster
  - 533. Montague Wealth Management Limited
  - 534. St James's Place (Hong Kong) Limited
  - 535. Rajive Hensman
  - 536. Meridian Financial Partners Limited
  - 537. DHM Wynchwood LLP
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- 538. Tourbillon Limited -Crystal Fin Sol
  - 539. Söderberg & Partners Ins Consulting
  - 540. S G Wealth Management Ltd
  - 541. MG Asset Planning Ltd
  - 542. Pinnacle Financial Planning Ltd
  - 543. Constantinos Kyamides
  - 544. HFS Milbourne Financial Svcs Ltd
  - 545. Sovereign Asset Management Ltd
  - 546. Sørrogaland Investeringsrådgivning AS
  - 547. Yorkshire Investment Consultants Ltd
  - 548. GPI Europe SRO
  - 549. LivInvest City AB

- 550. Aktiv Link
  - 551. Fern Hill Sarl
  - 552. Bartholomew Financial Planning Ltd
  - 553. Baskerville Advisers
  - 554. Adviser Platform Lda
  - 555. RPG Consulting Ltd
  - 556. KLO Financial Services Ltd
  - 557. Placeringsekonomen AB
  - 558. Synergi Ins Advs Agts & SubAgts Ltd
  - 559. Sand Financial Planning Limited
  - 560. Mandat Kapitalforvaltning AB
  - 561. Aktiv Link
  - 562. Elite Financial Advice Ltd
  - 563. Richard Alexander Fin Planning Ltd
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- 564. Hargreaves & Jones Limited
  - 565. Johansson & Olander Capital Partner AB
  - 566. Corfields (UK) Limited
  - 567. Gilbert Stephens Financial Services Ltd
  - 568. Arbuthnot Latham & Co Ltd (London)
  - 569. Julian Harris Financial Consultants
  - 570. Ock Forsakringsmaklare AB
  - 571. Kudos Ind Financial Services Limited
  - 572. Ravenstone Financial Management Ltd
  - 573. Jobson James Financial Services Ltd
  - 574. Skybound Wealth Management Ltd
  - 575. More Wealth Planning Limited

- 576. Bentley Grove Financial Solutions LLP
  - 577. Compass Wealth Management Ltd
  - 578. Cantab Asset Management Limited
  - 579. Carpenter Box Wealth Management LLP
  - 580. Unallocated
  - 581. MN Consultancy Ltd
  - 582. Clayton Holmes Naisbitt Fin Cons LLP
  - 583. Prosperity Fin Advrs & Stockbrokers Ltd
  - 584. Murphy Wealth Limited
  - 585. Saltire Consultancy
  - 586. Mountstone Partners Limited
  - 587. Quilter Financial Planning Solution Ltd
  - 588. County Financial Ltd
  - 589. Placeringsekonomerna AB
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- 590. Cradle Overseas Pensions Ltd
  - 591. VFS Europe SARL (193)
  - 592. Sørrogaland Investeringsrådgivning AS
  - 593. Luis Alberto Ferreyra
  - 594. HFMC Wealth Limited
  - 595. Sørrogaland Investeringsrådgivning AS
  - 596. Fintec Global Consultants
  - 597. Florijn Financiële Diensten b.v.
  - 598. Magus Private Wealth Ltd
  - 599. Warner Matthews Limited
  - 600. North Capital Management Ltd
  - 601. Försäkringsinvest i Stockholm AB

- 602. Max Matthiessen AB
  - 603. Gerrards Wealth Management / BFMI
  - 604. Pension Advice Specialists Limited
  - 605. Paul Murray Investments Ltd
  - 606. Tavistock Insurance Services Limited
  - 607. Futures Assured Ltd
  - 608. SKF Trading Ltd
  - 609. Baggot Asset Managment Limited
  - 610. Sørrogaland Investeringsrådgivning AS
  - 611. SRFM Limited
  - 612. Curo Advisers Limited
  - 613. Placeringsekonomerna AB
  - 614. VFS Europe
  - 615. LEBC Group Limited
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- 616. The On-Line Partnership Ltd
  - 617. Square Mile Financial Services
  - 618. Equilibrium Financial Consultancy Ltd
  - 619. Carnegie Investment Bank AB
  - 620. Charterhouse IFA LLP
  - 621. Sørrogaland Investeringsrådgivning AS
  - 622. Bottriell Adams LLP
  - 623. Pensionskontakt AB
  - 624. Eastwood Financial Solutions Ltd
  - 625. KapitalArkitekterna AB
  - 626. IFS 4 You Limited
  - 627. Towry Law

- 628. Cumberland Place Financial Mgmt Limited
  - 629. Quilter Financial Services Ltd
  - 630. Sunrise Independent Financial Adv Ltd
  - 631. European Financial Planning Group
  - 632. Prescott Ltd
  - 633. Portfolio Financial Consultancy Ltd
  - 634. Intelligent Capital Ltd
  - 635. Hoyl Independent Advisers Ltd
  - 636. Mitchell Prockter Financial Svs Ltd
  - 637. Next Chapter Financial Planning Ltd
  - 638. Placerum Kapitalförvaltning AB
  - 639. Thornbridge Investment Management LLP
  - 640. Navexa Securities AB
  - 641. Sørrogaland Investeringsrådgivning AS
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- 642. Pannells Financial Planning Ltd
  - 643. Sørrogaland Investeringsrådgivning AS
  - 644. Norway Dummy Agent
  - 645. VFS Europe SARL (007)
  - 646. Anculo Ltd
  - 647. Gower Financial Services Limited
  - 648. P Bennett & Associates Limited
  - 649. Mowatt Financial Planning Ltd
  - 650. Scott & Casey Financial Management Ltd
  - 651. Via La Plateforme Patrimoniale
  - 652. TenetConnect Ltd
  - 653. Oak County Financial Services Limited



- 654. Manning Gee Investments Limited
  - 655. Gemini Wealth Management Ltd
  - 656. Continental Advisory Group NV
  - 657. Permanent Wealth Partners Ltd
  - 658. DQS Financial Management Ltd
  - 659. Grosvenor Butterworth Fin Svcs Ltd
  - 660. Premier Financial Mgmt (Scotland) Ltd
  - 661. Sørrogaland Investeringsrådgivning AS
  - 662. Hylland Invest A/S
  - 663. Sørrogaland Investeringsrådgivning AS
  - 664. Adam & Company Investment Mgmt Ltd
  - 665. Säkra Borås KB
  - 666. Financial Ltd
  - 667. Aries Wealth Management Limited
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- 668. 3 Sixty Financial Ltd
  - 669. Quesada Kapitalförvaltning AB
  - 670. VFS Europe SARL (187)
  - 671. Pi Financial Limited
  - 672. Partners Wealth Management LLP
  - 673. Captura Kapitalplacering AB
  - 674. Blacktower Financial Mgt Int. Ltd
  - 675. Bazzani Intermediazioni Generali SRL
  - 676. Harvest Associates Ltd
  - 677. Hawsons Wealth Management Limited
  - 678. 20Twenty Independent Limited
  - 679. Manentia Wealth Consulting Group Ltd

- 680. Financial Aspects Ltd
  - 681. Retirement & Investment Solutions Ltd
  - 682. Mercury Financial Solutions
  - 683. Blevins Franks Financial Mgmt Ltd
  - 684. HDG Financial Services Ltd
  - 685. The Alexander Beard Group PLC
  - 686. Robertson Baxter Limited
  - 687. Monnet Capital
  - 688. Real Finans och Forsakring AB
  - 689. Placerum Kapitalförvaltning AB
  - 690. GSI Wealth Management Ltd
  - 691. Granite Financial Planning Ltd
  - 692. The Royal Bank of Scotland Plc
  - 693. Seabrook Clark Ltd
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- 694. Worldwide Financial Planning Ltd
  - 695. Brooks Macdonald Asset Mgt (Intl) Ltd
  - 696. Algonquin International Ltd
  - 697. Smart Wealth Planning Limited
  - 698. Sinclair Wood Asset Management Ltd
  - 699. Henri James Wealth Limited
  - 700. Regency Square SC
  - 701. Lowes Financial Management Limited
  - 702. Mallard Financial Management(Cyprus)Ltd
  - 703. True Potential Wealth Management LLP
  - 704. Sørrogaland Investeringsrådgivning AS
  - 705. Säkra Västkusten KB

- 706. Edinburgh Wealth Management Ltd
  - 707. Templar EIS Ltd
  - 708. VFS Europe SARL
  - 709. The Avis & Keith Partnership
  - 710. LivInvest City AB
  - 711. Barnett Ravenscroft Financial Svcs Ltd
  - 712. Sørrogaland Investeringsrådgivning AS
  - 713. Vita Solutions SPRL
  - 714. Business & Personal Investment Ltd
  - 715. Peter Murray Financial Management Ltd
  - 716. SG Kleinwort Hambros Bank (Gibraltar)
  - 717. VFS Europe SARL (142)
  - 718. Kapitalinvest Skandien AB
  - 719. Bespoke-Advice Limited
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- 720. Sterling Financial Advice
  - 721. Cameron Reeves Financial Planning Ltd
  - 722. Future Directions Fin Services Ltd
  - 723. Succession Wealth Management Ltd
  - 724. Hottinger & Co Limited
  - 725. VFS Europe SARL (220)
  - 726. Homecroft Financial Management Ltd
  - 727. Talon Associates Ltd
  - 728. Forth Capital (Europe) Limited
  - 729. Aktiv Link
  - 730. Ian Rankin Ltd
  - 731. Sydney Charles Financial Services Ltd

- 732. Sense Network Ltd
  - 733. Knight James Associates Limited
  - 734. Sørrogaland Investeringsrådgivning AS
  - 735. Hylland Invest A/S
  - 736. Moore Stephens Fin Serv (NI) Ltd
  - 737. Armstrong Watson Financial Planning Ltd
  - 738. Standard Provident Intntl - David Vance
  - 739. Belgravia Intervest Group Ltd
  - 740. TSG Insurance Services S.a.r.l.(EB ONLY
  - 741. Nexus IFA Ltd
  - 742. Future Start Ind Fin Planning Ltd
  - 743. VFS Europe SARL (193)
  - 744. Christiania
  - 745. JDL Wealth Management Limited
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- 746. LighthouseWealth Limited
  - 747. Park Lane Independent Financial Adv LTD
  - 748. BSQFA Limited t/a Friendly Wealth Mgmt
  - 749. DeVere Germany GMBH
  - 750. Westerby Investment Management Ltd
  - 751. Bluesky Financial Planners Limited
  - 752. Hanbury Wealth Management Limited
  - 753. Global QROPS Limited
  - 754. Mayflower Consultancy Services Ltd
  - 755. Chase de Vere Independent Fin Adv Ltd
  - 756. Dukes Independent Financial Adv Ltd
  - 757. Origen Financial Services Limited

- 758. European Insurance Brokers Ltd
  - 759. 3cta AS - Bergen
  - 760. Professional Independent Advisers Ltd
  - 761. Brewin Dolphin Limited
  - 762. Saltire Consultancy Services ebvba
  - 763. Sebastian & St James IFA Ltd
  - 764. Moss & Roberts
  - 765. Wealthwise Financial Solutions Ltd
  - 766. Sequoia Circle LLP
  - 767. Crowe Clark Whitehill Fin Planning Ltd
  - 768. WATTSIIS Limited
  - 769. Close Asset Management Limited
  - 770. Personal Wealth Man (South Wales) Ltd
  - 771. Devere Cyprus Insurance Advisers Ltd
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- 772. Christchurch Investment Management Ltd
  - 773. The David Hewitt Partnership Limited
  - 774. Investa Wealth Management Ltd
  - 775. Pharon Ind Fin Advisers Ltd
  - 776. Stellar Capital AB
  - 777. L J Financial Planning Ltd
  - 778. AVC Advisory Kindlustusmaakler
  - 779. Eastwood Financial Services
  - 780. Radcliffe & Co (Life & Pensions) Ltd
  - 781. VFS Europe SARL (132)
  - 782. Paul Beard Ind Fin Adv Ltd
  - 783. Cestrian Financial Planning Svcs Ltd

- 784. Abacus Portfolio Management Limited
  - 785. Cathedral Financial Management Ltd
  - 786. DDI Mag. Christian Czurda
  - 787. Fairway Financial Consultancy
  - 788. Akorn Financial Advice Limited
  - 789. AES Financial Services Ltd
  - 790. Capitalis
  - 791. Sørrogaland Investeringsrådgivning AS
  - 792. Sørrogaland Investeringsrådgivning AS
  - 793. Fundworks Ltd
  - 794. Davidsons Ind Financial Advisers Ltd
  - 795. Christopher Lee t/a Luso Fin Planning
  - 796. Christian Douglass Group Ltd
  - 797. Timothy James & Partners Ltd
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- 798. Sørrogaland Investeringsrådgivning AS
  - 799. Lifepartners Ins. Agents & Advisors Ltd
  - 800. Lathe & Co Wealth Advisers Ltd
  - 801. Peter R T Holden & Partners LLP
  - 802. Eurolinx (Gibraltar) Limited
  - 803. Trafalgar International GMBH
  - 804. Engelbrekts & Partners AB
  - 805. Bird Stewart Financial Services Limited
  - 806. Rhoss Dancey T/A RDI Wealth Management
  - 807. VFS Europe SARL (120)
  - 808. Strategies Corp. & Pers.Cons. (A Berry)
  - 809. Central Insurance Services / A T Bird

- 810. Oryx FS Ltd
  - 811. WH Ireland Limited
  - 812. Öhlén & Fält Spar och Försäkring AB
  - 813. Navexa Securities AB
  - 814. Best Practice IFA Group Limited
  - 815. Sable Private Wealth Management Ltd
  - 816. Thomas Westcott Fin Management Ltd
  - 817. Fiduciary Wealth Management Ltd
  - 818. Highwood Financial Services
  - 819. Professional Financial Centre (TV)Ltd
  - 820. Clear Fin Solutions (Midlands) Ltd
  - 821. InterAlliance Worldnet Ins Adv Ltd
  - 822. De Vise Kapital AB
  - 823. Aim Independent Ltd
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- 824. Tourbillon Limited
  - 825. Bowmore Financial Planning Ltd
  - 826. Nancherro Limited
  - 827. Paul Dodd Asset Management Limited
  - 828. Bentley Independent Fin Advisers Ltd
  - 829. AL-PT Insurance Agents + Advisors Ltd
  - 830. Confidential Financial Planning Ltd
  - 831. David Williams IFA Ltd
  - 832. Policy Services Limited
  - 833. Sanlam Wealth Planning (UK) Ltd
  - 834. David Booler & Co
  - 835. Sørrogaland Investeringsrådgivning AS

- 836. Sørroaland Investeringsrådgivning AS
  - 837. Blacktower Ins Agents & Advisors Ltd
  - 838. Gatsby And White S.A.
  - 839. Chancery Financial Planning LLP
  - 840. Goal Portfolios Ins Adv, Agnts & Subs
  - 841. Murdoch Asset Management Ltd
  - 842. Messer & Matthews Ltd
  - 843. Barclays Bank UK PLC
  - 844. Brunel & Lewis Ins Adv Ag & Sub Ag Ltd
  - 845. Cogent Financial Services
  - 846. Bandling Invest AB
  - 847. Polygon Financial Ltd
  - 848. Attivo Financial Services Limited
  - 849. Eisfelds Consulting AB
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- 850. Hunter Hammond Daniel Assoc Ltd
  - 851. VFS Europe SARL (162)
  - 852. Scrutton Bland Financial Services Ltd
  - 853. Blacktower Financial Management
  - 854. Sound Financial Management Ltd
  - 855. VFS Europe SARL (175)
  - 856. Confidentor KB
  - 857. VFS Europe SARL (140)
  - 858. Axis Strategy Consultants Ltd
  - 859. Fulcrum Private Clients
  - 860. Oakfield Financial Services Limited
  - 861. Krentz & Griffin S.A.R.L



- 862. Pennines IFA Limited
  - 863. Novitas Wealth Management Ltd
  - 864. Dewhurst Torevell & Co Ltd
  - 865. Sweetland Associates Limited
  - 866. LGT Wealth Management UK LLP
  - 867. Yachting Financial Solutions (Ireland)
  - 868. Skandia City AB
  - 869. Promethean Fin Consultants Limited
  - 870. FSJC Limited
  - 871. Augustine Ltd
  - 872. Finance 21 Ltd
  - 873. The Financial Planning Centre Limited
  - 874. Tourbillon Limited - OFS
  - 875. Oakland Financial Management Ltd
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- 876. Efficient Frontiers S.L
  - 877. Sterling Trust Professional Limited
  - 878. Pension & Financial Consultants Ltd
  - 879. Sovereign Asset Management Limited
  - 880. Gale & Phillipson Advisory Services Ltd
  - 881. Chiene & Tait Financial Plan Ltd
  - 882. VFS Europe SARL (137)
  - 883. deVere and Partners (Switzerland)
  - 884. Astute Financial & Mortgage Adv Ltd
  - 885. Anthony & Cie Consultants Ltd
  - 886. Penguin Wealth Planners Limited
  - 887. International Associates Group B.V.

- 888. 3D Global Ins Adv Agents & Sub-Agts Ltd
  - 889. Belvest Investment Services Ltd
  - 890. Max Matthiessen AB
  - 891. Försäkringsakademien i Stockholm AB
  - 892. Baker Tilly Financial Management Ltd
  - 893. Daintree Wealth Management Limited
  - 894. Capital & Income Solutions Ltd
  - 895. Hall Financial Planning LLP
  - 896. Cambrian Associates Limited
  - 897. The Carruth Financial Group Limited
  - 898. Concentric Financial Services Limited
  - 899. Skånsk Försäkrings Service AB
  - 900. Dummy Advisor / Fund Advisor Processing
  - 901. Jardine Finan Ltd
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- 902. Kim Götrich Försäkringskonsult AB
  - 903. Test Broker
  - 904. Investment Quorum Ltd
  - 905. Chartered Financial Solutions Limited
  - 906. Tavistock Financial Limited
  - 907. RBS Associates
  - 908. VFS Europe SARL (188)
  - 909. Medvet International Financial Services
  - 910. Osprey Wealth Management Limited
  - 911. Roberts Clark IFS Ltd
  - 912. Quesada Kapitalförvaltning AB
  - 913. Xpat Limited

- 914. VFS Europe SARL (201)
  - 915. Robson Taylor IFA Ltd
  - 916. Validpath Limited
  - 917. Lars Hedman Fond & Försäkring AB
  - 918. Offshore Corporate Marketing
  - 919. Elliot Lloyd International Limited
  - 920. Omega Financial Planning Ltd
  - 921. Terence Philip Curran
  - 922. Sørroaland Investeringsrådgivning AS
  - 923. Tourbillon Limited - Scottsdale Intl
  - 924. IronMarket Ltd
  - 925. Watson French Ltd
  - 926. Prosperity Wealth Limited
  - 927. VFS Europe SARL (197)
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- 928. PrisWM Ltd
  - 929. The Fry Group (Belgium)
  - 930. Ludlow Wealth Management Group Ltd
  - 931. LivInvest City AB
  - 932. DeVere and Partners
  - 933. JH Family Office Limited
  - 934. Försäkringsinvest i Stockholm AB
  - 935. Sørroaland Investeringsrådgivning AS
  - 936. FML Wealth Limited
  - 937. Artisan Financial Limited
  - 938. Abacus Wealth Management Limited
  - 939. JA Financial Services Ltd

- 940. Centrl Kantoor v Verzekeringen en Lenin
  - 941. VFS Europe SARL (202)
  - 942. Sage Financial Services Ltd
  - 943. Red IFA (Nottingham) Limited
  - 944. Work Life Wealth Limited
  - 945. Saunderson House Ltd
  - 946. Absolute Sense IFA Ltd
  - 947. Sørrogaland Investeringsrådgivning AS
  - 948. Find Peace of Mind Ltd
  - 949. Birchwood Investment Management Ltd
  - 950. Create Wealth Management Ltd
  - 951. Abacus Money Management Ltd
  - 952. Outhwaite & Chavda Limited
  - 953. M and D Financial Management Ltd
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- 954. Castle Fin Svs (South East) Ltd
  - 955. Birchwood IFA's Ltd
  - 956. Laver Financial Ltd
  - 957. Schmidt & Johnsson AB
  - 958. Öhlén & Fält Spar och Försäkring AB
  - 959. Live Smart Financial Planning Ltd
  - 960. Argentis Financial Planning Ltd
  - 961. Furley Page LLP
  - 962. Langtons T/A Morris Trice Associates
  - 963. VFS Europe SARL (188)
  - 964. Lazenbys Financial Services Ltd
  - 965. PW Financial Management Limited

- 966. Kapitaloptimering i Norden AB 9DW-40
  - 967. EWMT Insurance Advisers & Agents Ltd
  - 968. I.W.G. International Wealth Group Ltd
  - 969. Perspective (East Anglia) Ltd
  - 970. The Safe Insurance Agency Ltd
  - 971. Försäkringsinvest i Stockholm AB
  - 972. MKC Wealth Ltd
  - 973. Wigmore Associates Wealth Mgt Ltd
  - 974. Sørroaland Investeringsrådgivning AS
  - 975. Sørroaland Investeringsrådgivning AS
  - 976. D&C Advisory Limited
  - 977. Candid Financial Advice Limited
  - 978. CG Wealth Planning Limited
  - 979. Amalia Wealth
- 
- 980. Pure Wealth Management Limited
  - 981. KMG Independent Limited
  - 982. Saltire Consultancy Services ebvba
  - 983. Castlegate Investments LLP
  - 984. Pentagon Financial Management Ltd
  - 985. Blacktower Financial Management Ltd
  - 986. HSBC UK Bank PLC
  - 987. Navigate Wealth Limited
  - 988. Beaumont Financial Planners Ltd
  - 989. Quesada Kapitalförvaltning AB
  - 990. Sterling & Law Group PLC
  - 991. TenetConnect Limited

- 992. Mandate Kapitalförvaltning AB
- 993. Washington Square Ltd
- 994. Openwork Market Solutions Ltd
- 995. Fidelius Ltd
- 996. 20Twenty Independent Limited
- 997. AXG Asset Management Ltd
- 998. Courtney Havers LLP
- 999. hhdjhd
- 1000. Ward Goodman Financial Services
- 1001. J & E Davy t/a Davy
- 1002. Sørrogaland Investeringsrådgivning AS
- 1003. Insurance Brokers Solution Europe
- 1004. HSBC Trust Co (UK) Ltd
- 1005. ~~Peritus Corporate Finance Limited~~

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- 1006. Clear Financial Advice Ltd
- 1007. Credit Suisse Insurance Broker AG
- 1008. AFS Wealth Management & Insurance
- 1009. Telford Mann Limited
- 1010. De Rendements Combinatie BV
- 1011. Onelife Planning LLP
- 1012. Spend Time Ltd
- 1013. Christianssand Finans AS
- 1014. Lifetime Solutions Fin Planning Ltd
- 1015. Myers Davison Ginger Ltd
- 1016. Continental Advisory Group NV
- 1017. Beacon IFA Limited

- 1018. Storrar Crane Ltd
- 1019. Peregrine & Black Inv Management Ltd
- 1020. Cartlidge Morland
- 1021. Säkra Västkusten KB
- 1022. Greaves, West & Ayre
- 1023. McLaren Capital Limited
- 1024. IKC Pension AB
- 1025. Evolution FS Limited
- 1026. Sigillet Fond&Försäkring i Stockholm AB
- 1027. Valiro Servicios Empresariales S.L
- 1028. Complete Financial Planning Ltd
- 1029. Mattioli Woods PLC
- 1030. Steene Investments Ltd
- 1031. Bryant O'Neill Wealth Management Ltd

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- 1032. Scotia Wealth Management Ltd
- 1033. HSBC Bank PLC, Jersey Branch
- 1034. IFAI Limited
- 1035. VFS Europe SARL (203)
- 1036. Navexa Securities AB
- 1037. McHardy Financial Limited
- 1038. HFM Columbus Partners LLP
- 1039. Hugh James Solicitors
- 1040. Medical + Dental Fin Plan Svcs Ltd
- 1041. AGFP Insurance Agents & Consultants Ltd
- 1042. Eisfelds Consulting AB
- 1043. MPA Financial Management Ltd

1044. Holder and Combes Limited  
1045. Windsor Wealth Management Limited  
1046. Forth Capital Advisers Limited  
1047. Baker Davies Ltd  
1048. Retirement Planning (UK) Ltd  
1049. DW 2020 Limited  
1050. Michael Davey Fin Mngt Ltd  
1051. Shorts Financial Services LLP  
1052. Sørroaland Investeringsrådgivning AS  
1053. Pension Freedom  
1054. Devere & Partners (Belgium) Ltd BVBA  
1055. Placerum Kapitalförvaltning AB  
1056. Soderberg & Partners Insurance Co

1057. TenetConnect Limited

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1058. Avon House  
1059. Servatus Limited  
1060. Strabens Hall Ltd  
1061. Davis & Bradbury  
1062. Deven Yagnic Limited  
1063. Strategic Wealth Limited  
1064. Charles Stanley & Co Limited  
1065. Just Financial Group Ltd  
1066. Clevedon Park Wealth Ltd  
1067. Rapprocher Ltd  
1068. UBS AG  
1069. Saso Strategic Advisers Limited



- 1070. Pembroke Finance Limited
  - 1071. Penney, Ruddy & Winter Ltd
  - 1072. Aktiv Link
  - 1073. IBC S.R.L
  - 1074. 75 Point 3 Ltd
  - 1075. Wardour Partners Asset Management LLP
  - 1076. Great British Finance Limited
  - 1077. Punter Southall Wealth Limited
  - 1078. Blowfish Financial Services Ltd
  - 1079. Astra Financial Services S.R.O
  - 1080. Storrs Wealth Planning Ltd
  - 1081. Sterling Finance SARL
  - 1082. Advies Associates-Bryan Taylor Walker
  - 1083. Norrtälje Försäkringsbyrå
- 
- 1084. Kuylenstierna & Skog S.A.
  - 1085. Money Matters (North East) Limited
  - 1086. Uniq Family Wealth Ltd
  - 1087. Gem & Co Financial Services Ltd
  - 1088. Concept to Reality
  - 1089. Fleming Family & Ptnrs Wealth Plan Ltd
  - 1090. Investacc Ltd
  - 1091. RPG Financial Ltd
  - 1092. iPensions Wealth Limited
  - 1093. Totus Consulting Ltd
  - 1094. EA Financial Solutions Ltd
  - 1095. IEP Financial Limited

- 1096. Best 4 Advice Ltd
- 1097. Blevins Franks Wealth Mgmt Ltd
- 1098. Caliber Financial Management Ltd
- 1099. Watermark Wealth Management Limited
- 1100. Halcyon Wealth UK Ltd
- 1101. The Tavistock Partnership Ltd
- 1102. Sørrogaland Investeringsrådgivning AS
- 1103. Verdant Financial Planning Limited
- 1104. Brooks Macdonald Fin Consulting Ltd
- 1105. Sørrogaland Investeringsrådgivning AS
- 1106. Oaklands Wealth Management Ltd
- 1107. DO NOT USE
- 1108. JFV Financial Services Ltd
- 1109. ~~Axis Strategy Consultants Ltd~~

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- 1110. Argentis Financial Management Ltd
- 1111. Brooks Macdonald Retirement Svcs Ltd
- 1112. Brookfield Financial Planning Ltd
- 1113. VFS Europe SARL (139)
- 1114. N2 Asset Management Limited
- 1115. VFS Europe SARL
- 1116. Tilney Financial Planning Limited
- 1117. Polaris Wealth Management Ltd
- 1118. Bandling & Partners AB
- 1119. Bell Financial Planning Ltd
- 1120. Kingsbridge Wealth Management Ltd
- 1121. Quilter Financial Limited

- 1122. Blevins Franks France
  - 1123. De Luca West Financial Planning Ltd
  - 1124. Lumiere Wealth Limited
  - 1125. Compass Ind Financial Svs Ltd
  - 1126. Sakra Tagaborg AB
  - 1127. Efficient Portfolio Wealth Mgm
  - 1128. Fraser Mackinlay Ins Advs Agents & Subs
  - 1129. Temple Bar CFP Limited
  - 1130. Marshall Pension & Fin Planning Ltd
  - 1131. Johansson & Olander Capital Partner AB
  - 1132. George Petch International BVBA
  - 1133. Advies Private Clients LLP
  - 1134. Hayward Manning Limited
  - 1135. Universe Financial Advice Ltd
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- 1136. Lairgate Financial Ltd
  - 1137. Offshore Money Managers C D S SL
  - 1138. Davies Financial Ltd
  - 1139. Gilliland Neilson Brown Limited
  - 1140. Protect And Invest Ltd
  - 1141. EUI Private Wealth Limited
  - 1142. Soderberg & Partners Wealth Mgt AB
  - 1143. Framtiden Wealth Ltd
  - 1144. Elgin Insurance Agents,Sub-Agnts&Adv Lt
  - 1145. Claritas Wealth Management Limited
  - 1146. Sørrogaland Investeringsrådgivning AS
  - 1147. Premier Independent Investments (UK) Lt

- 1148. The Arlo Group UK Ltd
- 1149. Moss and Roberts (Wealth Man) Ltd
- 1150. TenetConnect Limited
- 1151. Shipman Financial Planning Ltd
- 1152. Försäkringsakademien i Stockholm AB
- 1153. TenetConnet Limited
- 1154. Tankard Wealth Limited
- 1155. Belvedere Wealth Management Ltd
- 1156. Whitehill Financial Management Ltd
- 1157. Rixon Matthews Appleyard (FS) Ltd
- 1158. Captive Mutual Vers und Verwalt AG
- 1159. VFS Europe SARL (190)
- 1160. Mayfair Intl Private Wealth Mgmt Ltd
- 1161. National Westminster Bank Plc

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- 1162. Foster Denovo Limited
- 1163. Reef Financial Limited
- 1164. Sørroaland Investeringsrådgivning AS
- 1165. Grant Thornton UK LLP
- 1166. Chamberlyns (Leicestershire) Ltd
- 1167. Extranet Test Agent (Euro)
- 1168. Algaro Limited
- 1169. Landmark IFA Limited
- 1170. Corporate Financial Resources LLP
- 1171. Cranfield Financial Services Ltd
- 1172. Heritage Financial Limited
- 1173. Herbert & Webster Ltd

- 1174. The Chambers Partnership Limited
- 1175. Acumen Financial Planning
- 1176. McLaren Wealth Management UK Limited
- 1177. Centurion Wealth Management Ltd
- 1178. Pierre Lavelle
- 1179. Peak Assured Ltd
- 1180. Harding Financial Limited
- 1181. Alexander Douglas Limited
- 1182. Rosemount Fin Solutions (IFA) Ltd
- 1183. Financial Advice & Services Ltd
- 1184. Thornton & Baines Ind Fin Advisers Ltd
- 1185. Sørroaland Investeringsrådgivning AS
- 1186. Sørroaland Investeringsrådgivning AS
- 1187. ~~Carter Dawes IFA Solutions Limited~~
- 1188. Henderson Loggie Finl Planning Ltd
- 1189. Weston Cummins Ltd
- 1190. The Whitechurch Network Limited
- 1191. Tindle Wealth Management Limited
- 1192. Herts & Essex Financial Services Ltd
- 1193. Callaway Sykes Associates Ltd
- 1194. Montage Portfolio Management Ltd
- 1195. D C Financial Ltd
- 1196. Christianssand Finans AS
- 1197. Placerum Kapitalförvaltning A
- 1198. Beckett Financial Services Limited
- 1199. Tucana Financial Planning LLP

- 1200. Devere & Partners (Belgium)
- 1201. Lifetime Wealth Planning Ltd
- 1202. WPS Financial Group Ltd
- 1203. Spofforths Financial Planning Ltd
- 1204. Paradigm Norton Financial Planning Ltd
- 1205. Genesis Wealth Limited
- 1206. Houtwijck Financial Planning
- 1207. HSBC Bank Malta Plc
- 1208. Pembridge International Ins Adv Ltd
- 1209. The Investment Coach Limited
- 1210. Hylland Invest A/S
- 1211. Sørrogaland Investeringsrådgivning AS
- 1212. Coeli AB
- 1213. ~~Classic Financial Solutions NV~~
- 1214. Supreme Wealth Management
- 1215. Whyte Sharp Independent LLP
- 1216. Cerberus AB
- 1217. True CFP Ltd t/a True Chartered Fin Pln
- 1218. Gould Financial Planning Limited
- 1219. Adroit Financial Planning Ltd
- 1220. Skybound Insurance Brokers Ltd
- 1221. Foxgrove Associates Limited
- 1222. Premier Plus Ltd
- 1223. Philipsson & Partner AB
- 1224. Money Minder Financial Svcs (UK) Ltd
- 1225. Barral Sheppard Wealth Ltd

- 1226. First Financial Consulting
  - 1227. Hopwood Ash Limited
  - 1228. Stewart Wealth Management Ltd
  - 1229. Sørrogaland Investeringsrådgivning AS
  - 1230. Bunker Riley Ltd
  - 1231. Sørrogaland Investeringsrådgivning AS
  - 1232. Burlington Associates Ltd
  - 1233. Sørrogaland Investeringsrådgivning AS
  - 1234. Försäkringsinvest i Stockholm AB
  - 1235. OneLife Wealth Advice Ltd
  - 1236. Försäkringsakademien i Stockholm AB
  - 1237. Helm Godfrey Partners Ltd
  - 1238. Asset Iberica Underwriting S.L.
  - 1239. Network Direct Limited
- 
- 1240. Compass Wealth Management Ltd
  - 1241. VFS Europe SARL (150)
  - 1242. Öhlén & Fält Spar och Försäkring AB
  - 1243. Specialist Solutions Plc
  - 1244. Cheshire Trafford (UK) Ltd
  - 1245. Assured Pensions & Investments Ltd
  - 1246. Informed Wealth Management Ltd
  - 1247. SørRogaland Investeringsrådgivning
  - 1248. Insurex Invest CVBA
  - 1249. Edison Wealth Management Ltd
  - 1250. Black Swan Capital BV
  - 1251. VFS Europe (197)

- 1252. Simon Jeremy Bailey T/A Chequer Fin Svs
- 1253. Sigillet Fond&Försäkring i Stockholm AB
- 1254. Schroder & Co Limited
- 1255. Sørrogaland Investeringsrådgivning AS
- 1256. ILM Financial Limited
- 1257. Centrum Pension Forsakring Stockholm AB
- 1258. Improve Fond & Försäkringsförmedling AB
- 1259. QI Financial Solutions Ltd
- 1260. Nexus Financial Services Pte Limited
- 1261. Safe Assurance Sweden AB
- 1262. PSA Financial Services Ltd
- 1263. Chapter Wealth Management Ltd
- 1264. R.P.A Försäkringsmäklari R.Petterson AB
- ~~1265. Riverpark Investments & Fin Cons Ltd~~
- 1266. Fields Macdonald Wealth Management Ltd
- 1267. Kingswood Law IFA Ltd
- 1268. Paragon Financial Partners LLP
- 1269. Ethical Financial Planning Ltd
- 1270. IQ Assurance AB
- 1271. Ace Life & Pension Consultants Ltd
- 1272. Meriden Financial Planning Limited
- 1273. PFC Cumbria Ltd
- 1274. Classic Financial Solutions - EB Only
- 1275. Consilium Financial Planning Ltd
- 1276. Opes Financial Planning Ltd
- 1277. Caple Banks



- 1278. Sterling Financial Advisers Ltd
- 1279. Towers Whitehead Wealth Management Ltd
- 1280. Paul Brown T/A Worldwide Broker
- 1281. Placerum Kapitalförvaltning AB
- 1282. Ethical Investments (SW) Ltd
- 1283. Mercury Wealth Management Limited
- 1284. Harold Stephens Ltd
- 1285. PMN Financial Management LLP
- 1286.
- 1287. Investec Wealth & Investment Ltd
- 1288. Blithe House Financial Management Ltd
- 1289. Sørrogaland Investeringsrådgivning AS
- 1290. JMF Advisory Ltd
- 1291. ~~Capital Growth Solutions Ltd~~
- 1292. Forest Financial Planning Limited
- 1293. Lycetts Financial Services Ltd
- 1294. Coppergate Financial Group AB
- 1295. Axxis Financial Planning Ltd
- 1296. Advantage Wealth Management Ltd
- 1297. BNP Paribas (Suisse) SA
- 1298. Greystone Financial Services Ltd
- 1299. Harpsden Wealth Management Ltd
- 1300. JWA Financial Planning Ltd
- 1301. 415 LLP
- 1302. Personal Investment Consultant
- 1303. Clickery Financial Ltd

- 1304. Philippa Clayburn Financial Solutions
- 1305. Sørrogaland Investeringsrådgivning AS
- 1306. Sørrogaland Investeringsrådgivning AS
- 1307. Burenstam & Partners AB
- 1308. Jonas Financial Consultants Limited
- 1309. Global Advice Group Ltd
- 1310. EQ Investors Limited
- 1311. Paul Young IFA
- 1312. TFG (Eastern) Ltd
- 1313. Philip T. English Int Fin Svs Ltd
- 1314. Hansford Bell Financial Planning Ltd
- 1315. Imperius Wealth Limited
- 1316. NFS Ins Advs, Agnts & Sub-Agnts Ltd
- 1317. ~~AWM Europe BVBA~~
- 1318. Direct Finansiella tjänster och Förs AB
- 1319. Tiger Financial + Asset Management Ltd
- 1320. Independent Financial Advisor Ltd
- 1321. Cedar House Financial Services Ltd
- 1322. VFS Europe SARL (141)
- 1323. Hodsons Financial Services Ltd
- 1324. Quilter International Ireland dac
- 1325. Holborn Ins Agts Sub Agts+Cons(Cyprus)
- 1326. BLH Financial Services Limited
- 1327. Afinco N V
- 1328. Finsbury Financial Ltd
- 1329. AFH Independent Financial Services Ltd

- 1330. Financial Therapeutics UK Ltd
- 1331. KMI Consultants
- 1332. Insight Financial Advice Limited
- 1333. Strategic Asset Managers Ltd
- 1334. Granite Coast Ltd
- 1335. Murray Asset Management UK Limited
- 1336. Gill Financial Services Limited
- 1337. Skandia City AB
- 1338. PLS Financial Services Ltd
- 1339. Abana Unipessoal Lda
- 1340. Alpcot & Partners
- 1341. Desire Wealth Management Ltd
- 1342. Säkra Borås KB
- 1343. Navexa Securities AB
- 1344. Theta Enhanced Asset Management Ltd
- 1345. Pensionskontakt AB
- 1346. Triple S Invest
- 1347. Vintage Wealth Management Limited
- 1348. Totus Capital Ltd
- 1349. Financial Strategies (North) Ltd
- 1350. Capital Professional Limited
- 1351. Equanimity Ind Fin Advisers Limited
- 1352. LivInvest City AB
- 1353. The Pension & Investment Shop
- 1354. Sandringham Financial Partners Ltd
- 1355. Think Money Management Limited

- 1356. Försäkringsinvest i Stockholm AB
- 1357. New World Financial Group Ltd
- 1358. Smith and Wardle Fin Consultants LLP
- 1359. Inter-UK Financial Services Ltd
- 1360. Star Capital Fnce t/a Teachers' Wealth
- 1361. Benefit Planners International SPRL
- 1362. FAVAL Försäkringskonsult i Umeå AB
- 1363. Fairstone Financial Management Ltd
- 1364. Churchill Investments Plc
- 1365. Hollingsworth Int. Fin Services
- 1366. Sørrogaland Investeringsrådgivning AS
- 1367. The Alliance Partnership s.r.o
- 1368. Griffin Wealth Management Limited
- 1369. ~~Sigillet Fond&Försäkring i Stockholm AB~~
- 1370. Slaiyburn Financial Planning Ltd
- 1371. JM Finn & Co Ltd
- 1372. Mark Dean Wealth Management LLP
- 1373. Zakenkantoor Druyts
- 1374. Placerum Kapitalförvaltning AB
- 1375. Blackstone Moregate Ltd
- 1376. Meyado Wealth Management London Ltd
- 1377. Bond Wealth Limited
- 1378. Wilfred T.Fry(Personal Fin.Planning)Ltd
- 1379. Forth Capital (Genève) Sàrl
- 1380. The Fry Group (Belgium)
- 1381. Bestinvest (Consultants) Ltd

- 1382. MT Polo Ltd
  - 1383. Castiel Winser Financial Consultants Lt
  - 1384. HCL Bank House Financial Service Ltd
  - 1385. Fintec Global Consultants BVBA
  - 1386. Executive Benefit Services (UK) Ltd
  - 1387. Quilter Wealth Limited
  - 1388. Pennymatters Limited
  - 1389. Johnston Carmichael Wealth Ltd
  - 1390. Clairville York Ltd
  - 1391. Platboom Ltd
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**THE HIGH COURT**

**2022 Record No. COS**

**IN THE MATTER OF QUILTER INTERNATIONAL  
IRELAND DESIGNATED ACTIVITY COMPANY  
AND IN THE MATTER OF UTMOST PANEUROPE  
DESIGNATED ACTIVITY COMPANY  
AND IN THE MATTER OF THE ASSURANCE  
COMPANIES ACT 1909  
AND IN THE MATTER OF THE INSURANCE ACT  
1989  
AND IN THE MATTER OF THE EUROPEAN  
UNION (INSURANCE AND REINSURANCE)  
REGULATIONS 2015**

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**SCHEME**

**Dated 20 June 2022**

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**MATHESON  
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Dublin 2  
Ireland**

**TEL: + 353 1 232 2000  
FAX: +353 1 232 3333  
GC/CM 661794/143  
53641336.14**

### **SCHEDULE 3**

#### **Incorporation Information of Quilter**

Quilter was incorporated as a private limited company in the State on 14 July 1999 as Royal & SunAlliance EuroLife Limited under company number 309649. On 11 October 1999, Royal & SunAlliance EuroLife changed its name to Royal & Sun Alliance EuroLife Limited. On 28 April 2003, Royal & Sun Alliance EuroLife Limited changed its name to Skandia Life Ireland Limited. On 12 December 2014, Skandia Life Ireland Limited changed its name to Old Mutual International Ireland Limited. On 28 November 2016, Old Mutual International Ireland Limited converted to a designated activity company, Old Mutual International Ireland Designated Activity Company, under Part 16 of the Companies Act 2014. On 13 February 2020, Old Mutual International Ireland Designated Activity Company changed its name to Quilter International Ireland Designated Activity Company.

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## **SCHEDULE 4**

### **Incorporation Information of UPE**

UPE was incorporated as a private limited company in the State on 25 August 1999 as Go Life International Limited under company number 311420. On 11 November 1999, Go Life International Limited changed its name to Exere Life International Limited. On 3 January 2002, Exere Life International Limited changed its name to Generali PanEurope Limited. On 12 February 2016, Generali PanEurope Limited converted to a designated activity company, Generali PanEurope Designated Activity Company, under Part 16 of the Companies Act 2014. On 20 June 2018, Generali PanEurope Designated Activity Company changed its name to Utmost PanEurope Designated Activity Company.

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**THE HIGH COURT**

**2022 Record No. COS**

**IN THE MATTER OF QUILTER  
INTERNATIONAL IRELAND DESIGNATED  
ACTIVITY COMPANY**

**AND IN THE MATTER OF UTMOST  
PANEUROPE DESIGNATED ACTIVITY  
COMPANY**

**AND IN THE MATTER OF THE ASSURANCE  
COMPANIES ACT 1909**

**AND IN THE MATTER OF THE INSURANCE  
ACT 1989**

**AND IN THE MATTER OF THE EUROPEAN  
UNION (INSURANCE AND REINSURANCE)  
REGULATIONS 2015**

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**PETITION**

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**GC/HV 661794/143**