

UNIT-LINKED REINSURANCE AGREEMENT

Dated []

PHOENIX LIFE LIMITED as Reinsurer

and

PHOENIX LIFE ASSURANCE EUROPE DESIGNATED ACTIVITY
COMPANY as Cedant

DRAFT

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THIS AGREEMENT is made on

2022

BETWEEN:

- (1) **PHOENIX LIFE ASSURANCE EUROPE DESIGNATED ACTIVITY COMPANY** a company registered in Ireland (number 684882) whose registered office is at 90 St. Stephen's Green, Dublin, D02 F653 ("**PLAE**"); and
- (2) **PHOENIX LIFE LIMITED** a company incorporated in England and Wales with registered number 01016269 whose registered office is at 1 Wythall Green Way, Wythall, Birmingham B47 6WG ("**PLL**")

WHEREAS:

- (A) On or around the date of this Agreement, PLL will transfer the Policies to PLAE by way of the PLAE 2022 Scheme (as defined below).
- (B) PLAE and PLL have agreed that, following such insurance business transfer schemes, PLL shall reinsure and indemnify PLAE in respect of the Business Reinsured (as that term is defined below) subject to the terms, conditions and limitations set forth in this Agreement and the Transaction Documents.
- (C) The Parties have agreed to enter into a Deed of Floating Charge in connection with PLL's obligations under this Agreement.

IT IS AGREED:

1 Definitions

The following words and expressions shall have the following meanings:

"Applicable Law" means any and all law (whether civil, criminal or administrative), common law, statutes, statutory instruments, treaties, conventions, directives, regulations or rules made thereunder, by-laws, demands, decrees, injunctions, resolutions, orders or judgments in any applicable jurisdiction, including the principles, rules and guidance set out in the CBI Consumer Protection Code 2012, the (Ireland) Code of Practice on Data Protection in the Insurance Sector 2013, the FCA Handbook, the PRA Rulebook and the Data Protection Laws and any related or similar rules of any other Governmental Authority, binding on or applicable to the relevant person or in respect of the relevant matter as the context requires;

"Back Book Reinsurance Premium" has the meaning set out in Schedule 1;

"Benefit Payments" means the benefits payable in accordance with a Policy;

"Business Reinsured" means the reinsurance which falls within the scope of this Agreement as defined in Clause 3 and set out in Schedule 1 and Schedule 2;

"Business Day" means a day (other than a Saturday or a Sunday), on which banks generally are open for business in London and Dublin;

"Business Guidelines" means the collective term for the risk management policies, business standards, governance and internal control systems from time to time providing consistent risk management practices across the Group;

"Cash Flows" means the various payments and other movements of Funds specified in Schedule 1;

"Capital Resources" means, in relation to a reference undertaking, funds which are eligible under Solvency II to satisfy its Solvency Capital Requirement;

"CBI" means the Central Bank of Ireland;

"Charged Property" has the meaning given to it in the Deed of Floating Charge;

"Deed of Floating Charge" means the deed floating charge to be executed between the Parties on or around the date of this Agreement granting a floating charge over the Charged Property in favour of PLAE; **[LL Note: This (and similar changes) provides a little bit of flexibility in relation to the signing of the Deed of Floating Charge so it does not have to be on exactly the same date as the Reinsurance Agreement; "Charged Property" is defined immediately above so that we do not need the reference to the definition in the Deed of Floating Charge – although the definition is the same.]**

"Data Protection Laws" means any and all data protection laws and regulations applicable from time to time during the term of this Agreement including European Union or member state laws, the General Data Protection Regulation (EU) 2016/679, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, the Data Protection Act 2018 in the United Kingdom, the Data Protection Acts 1988 to 2018 in Ireland and any other data protection or privacy laws of any other country applicable to either Party and any guidance issued by any relevant data protection authority or regulatory body applicable to either Party;

"Effective Date" means the date and time on which the PLAE 2022 Scheme takes effect;

"Expert" shall have the meaning given in Clause 28.3;

"Existing Business" shall have the meaning given to it in Clause 3.3;

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

"FSMA" means the Financial Services and Markets Act 2000;

"Funds" means the collection of assets and liabilities designated as funds by PLL from time to time by notice in writing to PLAE which is maintained by PLL within its long-term insurance fund, being those Funds to which PLAE has access from time to time under this Agreement;

"Governmental Authority" means any government, quasi-governmental, statutory, regulatory or administrative authority, judicial body, department, commission, authority, tribunal, or any other competent authority or entity in any part of the world having responsibility for the regulation or governance of the Business Reinsured and/or the subject matter of this Agreement, and/or having regulatory or supervisory jurisdiction over either Party, including the CBI, the PRA and the FCA, as applicable;

"Group" means the ultimate parent undertaking of the Parties and its subsidiary undertakings from time to time;

"Insolvency Event" means:

- (a) any procedure is commenced with a view to the winding up or reorganisation of PLL except in the case of (i) a solvent reorganisation or (ii) any winding-up petition which PLAE is reasonably satisfied is frivolous or vexatious or is discharged or dismissed

within ten (10) Business Days of commencement or, if earlier, the date on which it is advertised;

- (b) any step is taken or any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver, examiner or liquidator (or other insolvency officer) in relation to PLL or all or a substantial part of its assets except in the case of any winding-up petition or administration application which PLAE is reasonably satisfied is frivolous or vexatious or is discharged or dismissed within ten (10) Business Days of commencement or, if earlier, the date on which it is advertised as the case may be;
- (c) the holder of any security over all or a substantial part of the assets of PLL takes any step to enforce that security or all or a substantial part of the assets of PLL are subject to attachment, sequestration, execution or any similar process;
- (d) PLL is unable to pay its debts as they fall due within the meaning of section 123(1)(e) or 123(2) of the Insolvency Act 1986; or
- (e) anything analogous to the matters set out in Sub-Clauses (a) to (d) above occurs in relation to PLL in any jurisdiction;

"Interest Rate" means 2% over the current HSBC Bank plc daily base rate or any comparable rate the Parties shall agree, calculated at the relevant time as provided for in this Agreement, if the HSBC Bank plc daily base rate ceases to be published;

"Maximum Cover" means the maximum liability of PLL as reinsurer as more particularly described in Schedule 1;

"MSA Agreements" means:

- (a) the intra group Management Services Agreements with Standard Life Assets and Employee Services Limited (Irish Branch) and ReAssure UK Services Limited in respect of the Business Reinsured entered into by PLAE on or before the Effective Date; and
- (b) the intra group Management Services Agreements with ReAssure UK Services Limited in respect of the Business Reinsured entered into by PLAE on or before the Effective Date,

each as amended, superseded or replaced from time to time with (if required) the consent of PLAE or PLL, as the case may be, in accordance with Clause 18.2;

"Parties" means the parties to this Agreement;

"PLAE 2022 Scheme" means the insurance business transfer schemes under Part VII of the Financial Services and Markets Act 2000 (as amended by The Financial Services (Miscellaneous) (Amendment) (EU Exit) Regulations 2019) in the UK and in the Republic of Ireland under Section 13 of the Assurance Companies Act 1909 to be sanctioned on or around the date of this Agreement transferring (along with other business of PLL and RLL) the Policies from PLL to PLAE;

"PLAE Reinsurance Agreements" means this Agreement, the RLL UL Reinsurance Agreement and the With-Profits Reinsurance Agreements;

"PLL 90% WP Fund Reinsurance Agreement" means the with-profits reinsurance agreement between PLAE and PLL in relation to the PLAE 90% With-Profits Fund;

“PLL Alba WP Fund Reinsurance Agreement” means the with-profits reinsurance agreement between PLAE and PLL in relation to the PLAE Alba With-Profits Fund;

“PLL Phoenix WP Fund Reinsurance Agreement” means the with-profits reinsurance agreement between PLAE and PLL in relation to the PLAE Phoenix With-Profits Fund;

PLL SPI WP Fund Reinsurance Agreement” means the with-profits reinsurance agreement between PLAE and PLL in relation to the PLAE SPI With-Profits Fund;

“PLL UL Reinsurance Services” means the services provided by PLL in respect of the Business Reinsured set out in Schedule 3 and including those sub-contracted by PLL under relevant MSA Agreements, all such services as amended from time to time in accordance with Clause 18.2;

“Policy” and **“Policies”** means the unit linked contracts of insurance between PLAE and its policyholders which fall within the Business Reinsured;

“Policyholder” means a customer of PLAE (who transferred to PLAE under the PLAE 2022 Scheme) with a Policy;

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

“Reinsurance Business Committee” shall have the meaning given to it in Clause 27.1; and

“Reinsurance Business Committee Terms of Reference” shall have the meaning given to it in Clause 27.2;

“Reinsurance Premiums” means the premiums payable by PLAE to PLL under this Agreement as specified in Schedule 1;

“RLL” means ReAssure Life Limited a company incorporated in England and Wales with registered number 01363932 whose registered office is at Windsor House, Telford Centre, Telford, TF3 4NB;

“RLL UL Reinsurance Agreement” means the Unit Linked Reinsurance Agreement between PLAE and RLL in connection with the PLAE 2022 Scheme;

“SCR Event” means PLL's “Capital Resources” falling to less than 105% of its Solvency Capital Requirement in accordance with then-current standards under Solvency II for the EU under Directive 2009/138/EC and legislation made pursuant to it;

“Solvency II” means:

- (a) in relation to PLAE, EU Solvency II under Directive 2009/138/EC and legislation made pursuant to it; and
- (b) in relation to PLL, the Applicable Law relating to PLL concerning the authorisation and supervision of insurance undertakings;

“Solvency Capital Requirement” or **“SCR”** means the level of capital, currently of that name, that either party is required to maintain under Solvency II;

“Termination Amount” shall have the meaning given to it in Clause 22.5;

"Transaction Documents" means this Agreement, the PLAE 2022 Scheme and the Deed of Floating Charge (or such documents as shall be agreed by the Parties to be Transaction Documents for the purposes of this Agreement); and

"With-Profits Reinsurance Agreements" means the PLL 90% WP Fund Reinsurance Agreement, the PLL Alba WP Fund Reinsurance Agreement, the PLL Phoenix WP Fund Reinsurance Agreement and the PLL SPI WP Fund Reinsurance Agreement.

2 Interpretation

In this Agreement and the Schedules, unless otherwise specified:

- 2.1 any reference to the singular shall include a reference to the plural and vice versa and any reference to the masculine shall include a reference to the feminine and neuter and vice versa;
- 2.2 any reference 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;
- 2.3 any reference to any rules, regulations or guidance made by the CBI, PRA and/or the FCA (as applicable) shall be deemed to include a reference to such rules or regulations as amended or replaced from time to time;
- 2.4 any reference to any regulator (including the PRA, FCA and CBI) shall be deemed to include a reference to any successor regulators;
- 2.5 expressions used which have meanings under FSMA shall bear those meanings;
- 2.6 any reference to a Party or any other person shall include its successors in title, permitted assigns and permitted transferees;
- 2.7 the expressions "**subsidiary**" and "**holding company**" shall have the meanings given in section 1159 of the Companies Act 2006, save that for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c) of the Companies Act 2006 a company shall be treated as a member of another company:
 - 2.7.1 if any shares in that other company are held by a person acting on behalf of the company or any of its subsidiaries;
 - 2.7.2 if any of its subsidiaries is a member of that other company; or
 - 2.7.3 if any shares in that other company are held by a person (or that person's nominee) by way of security or in connection with the taking of security granted by the company or any of its subsidiaries;
- 2.8 the expression "**subsidiary undertaking**" and "**parent undertaking**" shall have the meaning given in section 1162 of the Companies Act 2006, save that for the purposes of section 1162(2) of the Companies Act 2006, an undertaking shall also be treated as a member of another undertaking if any shares in that other undertaking are held by a person (or that person's nominee) by way of security or in connection with the taking of security granted by the undertaking or any of its subsidiary undertakings;

- 2.9 headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 2.10 any reference to a **"person"** shall include a reference to a body corporate, a partnership, an unincorporated association or to a person's executors or administrators, and for the avoidance of doubt, shall include a trustee;
- 2.11 unless otherwise specified, if a period of time is specified from a given day or date or from the day or date of an actual event, it shall be calculated exclusive of that day or date;
- 2.12 any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 2.13 any reference to a calculation, decision, determination or opinion of the PLAE Board or PLL's Board (or any similar expression) shall be deemed to include a calculation, decision, determination or opinion of a duly constituted committee or duly authorised representative of the PLAE Board or PLL's Board (as appropriate);
- 2.14 the expression **"variation"** shall include any variation, amendment, modification, supplement, deletion, replacement or termination, however effected;
- 2.15 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- 2.16 **"including"** or **"includes"** means including or includes without limitation;
- 2.17 any reference to an amount shall be exclusive of any applicable value added or other tax;
- 2.18 any reference to time is to Dublin time and London time;
- 2.19 any reference to a **"day"** (including within the phrase **"Business Day"**) shall mean a period of 24 hours running from midnight to midnight; and
- 2.20 the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules.

3 Agreement and Scope

- 3.1 With effect from the Effective Date and until the natural expiry of the Policies or termination in accordance with this agreement PLAE agrees to cede and PLL agrees to accept all the Business Reinsured subject to the terms set out in this Agreement.
- 3.2 The Business Reinsured shall be reinsured on the basis specified in Schedule 1 and in accordance with the terms of this Agreement.
- 3.3 The Business Reinsured ceded under this Agreement will include all Business Reinsured that was in existence at the Effective Date (the **"Existing Business"**) and:
 - 3.3.1 any additional business arising on the Business Reinsured as a result of increments to the Existing Business or the exercise by policyholders of options under the Existing Business; and
 - 3.3.2 an amount equal to any Deposit (as defined in the PLAE 2022 Scheme) received by the PLAE Non-Profit Fund and deemed to be invested in PLAE's Linked Funds in accordance with paragraph 26 of the PLAE 2022 Scheme,

but no new business that PLAE may issue on and from the Effective Date is ceded under this Agreement.

3.4 PLAE shall be entitled to reinsure (subject at all times to maintenance of confidentiality and compliance with Clause 31 (*Data Protection*)) any benefits under the Policies not forming part of the Business Reinsured under this Agreement without the consent of PLL, provided such reinsurance does not adversely affect PLL's rights or obligations under this Agreement and/or any other Transaction Document.

3.5 PLAE may reinsure benefits under the Policies:

3.5.1 forming part of the Business Reinsured under this Agreement; and/or

3.5.2 where there is doubt as to whether such reinsurance does not adversely affect PLL's rights or obligations under this Agreement and/or any other Transaction Document,

subject, in each case, to the consent of PLL (such consent not to be unreasonably withheld or delayed).

3.6 PLAE's obligations to PLL under this Agreement and/or any other Transaction Document shall continue and shall not in any way be affected by such reinsurance.

4 Security Arrangements

At or before the Effective Date, the Parties shall enter into the Deed of Floating Charge.

5 Currency

All cessions under this Agreement shall be effected in the currency specified in Schedule 1.

6 Retention

The retention is specified in Schedule 1.

7 Maximum Cover

PLL's maximum liability under this Agreement shall be in accordance with any limit specified in Schedule 1.

8 Sums and Benefits Reinsured

The sums and benefits reinsured shall be as specified in Schedule 1, subject to the Maximum Cover.

9 Premiums

The Reinsurance Premiums and other premium Cash Flows shall be as specified in Schedule 1.

10 Switches

Cash Flows associated with switches exercised under the Policies in accordance with their Policy conditions shall be transferred as specified in Schedule 1.

11 Expenses

Except as expressly provided in this Agreement, PLL shall not be liable for the payment of commissions, taxes, levies or expenses incurred by PLAE in relation to this Agreement.

12 Cancellations, Lapses and Reinstatements

12.1 In the event of the cancellation or lapse of any Policy, PLL shall refund to PLAE any Cash Flows under this Agreement arising as the result of the cancellation or lapse.

12.2 In the event of the reinstatement of any Policy by PLAE, PLAE shall pay to PLL any unpaid Cash Flows (representing unpaid premiums) relating to that reinstated Policy.

13 Non-forfeiture

In the event of Policies being governed by their non-forfeiture provisions because of the failure of the Policyholder to pay a premium, the relevant cessions under this Agreement shall continue to operate and PLL's liability shall not be affected by the application of the non-forfeiture provisions.

14 Benefit Payments

Benefits due under any Policy shall be paid as specified in Schedule 1.

15 Payment Authority

PLAE shall be free to admit claims and make other benefit payments in accordance with the terms and conditions of the Policies without reference to PLL.

16 Interest

16.1 Should PLAE add interest to a Benefit Payment in respect of a Policy, PLL shall not be obliged to pay PLAE any amount in respect of this interest paid by PLAE except to the extent that the obligation to pay interest is attributable to PLL's act, omission or delay.

16.2 In the event that either Party ("**Party A**") fails to pay the other Party ("**Party B**") any Benefit Payment within thirty days of receipt of instructions from Party B pursuant to Clause 16.1, except in respect of amounts disputed in good faith by Party A, Party B shall have the right to charge interest calculated at the Interest Rate on any unpaid undisputed amounts until such time as payment is received by Party B from Party A. For the avoidance of doubt, the Parties acknowledge that Benefit Payments are subject to the netting arrangement identified in paragraph (f) in the definition of "**Cash Flows**" in Schedule 1 and that any interest would only accrue pursuant to this Clause 16.2 in respect of the relevant net amount that Party A is due to pay to Party B.

17 PLL's Liability

17.1 The liability of PLL under this Agreement shall commence and terminate simultaneously with that of PLAE under the Policies.

17.2 Except as otherwise expressly set out in this Agreement, the extent of PLL's liability to PLAE arising from the PLL UL Reinsurance Services shall be limited to a maximum amount of one million pounds (including any taxes).

17.3 PLL shall only be liable to pay PLAE any amount in respect of any award in respect of a Policy made by the CBI or any other person with lawful jurisdiction (whether compulsory or voluntary) over the Policy to make such an award if and to the extent that PLL has caused PLAE to incur a liability to pay such an award as a result of a breach of this Agreement by PLL (but, for the avoidance of doubt, the limit of liability in Clause 17.2 shall apply).

17.4 PLL shall not be liable to pay PLAE any amount in respect of any ex-gratia payments made by PLAE in respect of a Policy.

18 Reinsurance Administration Services

18.1 From the Effective Date, PLL shall perform the PLL UL Reinsurance Services.

18.2 Any changes to the PLL UL Reinsurance Services shall require the approval of PLL and PLAE at the Reinsurance Business Committee (such approval not to be unreasonably withheld or delayed).

19 Set-off

Either Party may at its discretion set-off against any amounts due from the other Party any amounts which are due to be paid by it under this Agreement.

20 Reports, Accounts and Settlements

20.1 Cash Flows shall be recorded by the Parties and cash settlements made as specified in Schedule 1.

20.2 PLAE shall provide PLL on each Business Day with information on daily policyholder transactions (to include premiums received and claims paid) for each fund series comprised within the Funds.

20.3 PLL shall provide PLAE on each Business Day with the net daily unit movement and the net units in force for each fund series comprised within the Funds.

20.4 PLL shall provide PLAE with a monthly report setting out (i) movements in unit holdings, (ii) the bid value of units after any annual management charge has been applied to the units, and (iii) amounts remitted to PLAE.

20.5 PLL will prepare accounts on a monthly basis and provide these accounts to PLAE within 30 Business Days of the end of each calendar month and any net amount will be settled by PLL or PLAE, as appropriate, without delay and in any event not later than 30 calendar days following receipt by PLAE of the accounts prepared by PLL.

20.6 In addition to the information which the Parties are otherwise required to provide pursuant to the terms of this Agreement, each Party must provide (promptly on request) any information that is reasonably required by the other Party in order to carry out and/or check calculations and all other actions required pursuant to the terms of this Agreement, to comply with any applicable regulatory, statutory (or other legal) and tax requirements or to prepare regulatory or statutory reports and/or returns and/or to comply with any request from a Governmental Authority.

21 Addition, closure, merger or sub-division of Funds

- 21.1** Subject to it being possible to replicate these actions in the corresponding PLAE Linked Fund in accordance with the terms of the PLAE 2022 Scheme, PLL may add to, convert, wind-up, or merge all or any of the Funds (the Funds as at the Effective Date being set out in Schedule 2), or close all or any of the Funds to new payments or switches into that Fund or sub-divide any Fund and PLL shall use reasonable endeavours to give PLAE a minimum of 90 calendar days' notice, or as much notice as is reasonably practicable (taking account of the fact that PLL will rely on and be subject to notification from third parties), of the date of conversion, winding-up, merger, subdivision, or closure of any Fund (the "**Date of Closure**").
- 21.2** If, by the Date of Closure or such other date as is specified in the aforementioned notice, PLAE has not notified PLL how the proceeds of the cancellation of any Units in such Fund resulting from the closure, conversion, winding-up, merger or sub-division of such Fund should be invested, PLL may effect a fund switch into any other Fund which it reasonably believes to be the best available Fund to replace the Fund which is closing as though PLAE had, in accordance with Clause 10 (*Switches*) instructed PLL to switch.

22 Termination

- 22.1** This Agreement may be terminated (given by notice in writing once the relevant termination event referred to below has occurred, such notice to be given by the Party referred to in this Clause 22.1 or the Party to whom the relevant termination event does not apply if that is not specified):
- 22.1.1** by PLAE providing at least 90 Business Days' notice in writing to PLL;
- 22.1.2** following such other notice period as the Parties may agree;
- 22.1.3** by PLL if PLAE is in breach of this Agreement and in the case of a breach capable of remedy, the breach is not remedied within 90 days of PLAE receiving written notice specifying the breach and requiring it to be remedied; **[LL Note: In this sub-clause and 22.1.6, the words "within 90 days" do not seem appropriate as the matter will either be capable of remedy or it will not: if it is capable of remedy, it is to be remedied within 90 days and that is where the 90 days period has a role to play in the process – as a result, we have deleted the first occurrence of 90 days in each place as this is inappropriate.]**
- 22.1.4** by PLL if any necessary licence, permit or other authorisation required by PLAE, as the case may be, to transact the class of business within the scope of this Agreement is withdrawn, suspended or surrendered;
- 22.1.5** if the performance of the whole or any material part of this Agreement be prohibited or rendered impossible by law or by fact including, without prejudice to the generality of the preceding words, in consequence of any law or regulation which is or shall be in force in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any payments due to or from PLAE;
- 22.1.6** by PLAE if PLL is in material breach of this Agreement and in the case of a breach capable of remedy, the breach is not remedied within 90 days of PLL receiving written notice specifying the breach and requiring it to be remedied;

- 22.1.7 by PLAE if any necessary licence, permit or other authorisation required by PLL to transact the class of business within the scope of this Agreement is withdrawn, suspended or surrendered; or
 - 22.1.8 if the performance of the whole or any material part of this Agreement be prohibited or rendered impossible by law or by fact including, without prejudice to the generality of the preceding words, in consequence of any law or regulation which is or shall be in force in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any payments due to or from PLL.
- 22.2** Without prejudice to any other right or remedy it may have, PLAE may terminate this Agreement at any time by notice in writing to PLL, such notice to take effect as specified in the notice:
- 22.2.1 if PLL fails to make a payment which is due and payable to PLAE as required under this Agreement or under the Deed of Floating Charge and such failure is not rectified within five (5) Business Days of being notified by PLAE of such failure;
 - 22.2.2 if an Insolvency Event occurs in respect of PLL; or
 - 22.2.3 if an SCR Event occurs.
- 22.3** PLL undertakes to notify PLAE immediately in writing:
- 22.3.1 where PLL's Capital Resources fall to less than 125% of its Solvency Capital Requirement; and/or
 - 22.3.2 upon the occurrence of an SCR Event.
- 22.4** If an Insolvency Event occurs in respect of PLAE then PLL shall perform all of its contractual obligations under this Agreement without diminution regardless of such insolvency.
- 22.5 Termination Amount**
- 22.5.1 If this Agreement is terminated for any reason, PLL shall pay a recapture premium to PLAE equal to the bid value of the allocated units at the date of termination, adjusted for any outstanding Cash Flows subject to and otherwise in accordance with the provisions of this Agreement (the "**Termination Amount**").
 - 22.5.2 Within 20 Business Days after a notice of termination has been served in accordance with this Clause 22, PLAE shall notify PLL of the Termination Amount and shall provide to PLL all supporting information that it may reasonably require in order that PLL may check the Termination Amount.
 - 22.5.3 Any dispute in relation to this Clause 22.5 shall be resolved in accordance with Clause 28 (*Dispute Resolution*).
 - 22.5.4 The Termination Amount will be paid by PLL to PLAE within 30 Business Days of the day that PLL is notified of the termination of the Agreement except that, in the event that there is a dispute in relation to this Termination Amount which remains in progress, PLL shall instead pay within such 30 Business Day period:
 - (i) the bid value of the allocated units at the date of termination as calculated by PLL; and
 - (ii) PLL's estimated adjustment for any outstanding Cash Flows, in each case, pending the resolution of that dispute.

- 22.5.5** If a dispute is resolved after PLL has made payment in accordance with Clause 22.5.4 and a balancing payment is required, that payment shall be made by the relevant Party to the other Party within 30 Business Days of the resolution of that dispute. **[LL Note: The deleted wording at the start of this clause was duplicating wording in Clause 22.5.3 so we have removed it.]**

23 Provisions surviving termination

- 23.1** The accrued rights and obligations of the Parties under this Agreement (including any amounts which have become due and payable prior to, upon or following the date of termination of this Agreement, which will occur upon receipt of a notice of termination by one of the Parties in accordance with Clause 22.1) shall survive the termination of this Agreement.
- 23.2** Clauses 22.5 (*Termination Amount*), 28 (*Dispute Resolution*), 34 (*Confidentiality*), 35 (*Notices*), 38 (*Entire agreement*), 40.1 (*Third party rights*) and 41 (*Governing law and jurisdiction*) and, to the extent necessary for the interpretation thereof, Clauses 1 (*Definitions*) and 2 (*Interpretation*) shall survive the termination of this Agreement.

24 Warranties

- 24.1** No term of this Agreement shall be a warranty except where the term expressly so provides.
- 24.2** No terms of this Agreement which are expressed to be warranties (or which might otherwise be construed as warranties) shall take effect as warranties within the meaning of the Marine Insurance Act 1906 but shall, instead, be construed and take effect as innominate terms and there shall be no right to terminate or avoid for breach of warranty save as expressly set out in this Agreement.
- 24.3** PLAЕ warrants to PLL that, as at the date of execution of this Agreement:
- 24.3.1** it has the power to enter into and perform its obligations under this Agreement and the Deed of Floating Charge and all necessary authorisations have been obtained;
 - 24.3.2** the obligations expressed to be assumed by it under this Agreement and the Deed of Floating Charge constitute valid and binding obligations (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
 - 24.3.3** the execution, delivery and performance of this Agreement and the Deed of Floating Charge does not violate or conflict with any Applicable Law, any direction or order or judgment of any court or any agency of government, or any contractual restriction binding on or affecting it or any of its assets or its constitutive documents;
 - 24.3.4** it is duly registered and validly exists under Irish law; and
 - 24.3.5** it carries on its business in all material respects in accordance with Applicable Law.
- 24.4** PLL warrants to PLAЕ that, as at the date of execution of this Agreement:
- 24.4.1** it has the power to enter into and perform its obligations under this Agreement, and the Deed of Floating Charge and all necessary authorisations have been obtained;

- 24.4.2 the obligations expressed to be assumed by it under this Agreement and the Deed of Floating Charge constitute valid and binding obligations (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
- 24.4.3 the execution, delivery and performance of this Agreement and the Deed of Floating Charge does not violate or conflict with any Applicable Law, any direction or order or judgment of any court or any agency of government, or any contractual restriction binding on or affecting it or any of its assets or its constitutive documents;
- 24.4.4 it is duly registered and validly exists under English law;
- 24.4.5 it carries on its business in all material respects in accordance with Applicable Law;
- 24.4.6 it is not the subject of an Insolvency Event and no Insolvency Event will occur in respect of PLL as a (direct or indirect) result of it entering into this Agreement or the Deed of Floating Charge; and
- 24.4.7 it is not the subject of a SCR Event and no SCR Event will occur in respect of PLL as a (direct or indirect) result of it entering into this Agreement or the Deed of Floating Charge.

25 Inspection of records

- 25.1 PLL or its appointed representatives may during normal office hours of PLAE at the business premises from time to time of PLAE and as soon as reasonably practicable after a request is made, inspect and take copies, at PLL's own expense, of such of PLAE's records and documents which relate to the Business Reinsured.
- 25.2 PLAE or its appointed representatives may during normal office hours of PLL at the business premises from time to time of PLL and as soon as reasonably practicable after a request is made, inspect and take copies, at PLAE's own expense, of such of PLL's records and documents which relate to the Business Reinsured.
- 25.3 It is agreed that PLL's and PLAE's rights of inspection shall continue as long as any liability remains hereunder.
- 25.4 The right of inspection being provided shall not be construed to allow either Party the right to delay or withhold payment for any amounts which fall due under this Agreement in accordance with terms and conditions as specified herein.

26 Relationship between the Parties

Nothing herein shall be deemed to be construed by the Parties nor by any third parties as creating a partnership, an agency relationship or a joint venture between the Parties or any of their respective employees or agencies.

27 Reinsurance Business Committee

- 27.1 The parties acknowledge and agree that a committee shall be established for the purpose of monitoring the management of the PLAE Reinsurance Agreements (the "**Reinsurance Business Committee**").

- 27.2** The membership and proceedings of the Reinsurance Business Committee shall be governed by the terms of reference set out in Schedule 4 (the "**Reinsurance Business Committee Terms of Reference**") as well as the provisions of this Clause 27. The Reinsurance Business Committee Terms of Reference shall only be amended with the agreement of PLL, RLL and PLAE.
- 27.3** Each of the Parties shall, within one (1) Business Day of the date of this Agreement, nominate its representatives for the Reinsurance Business Committee. The Reinsurance Business Committee shall be convened (as required by either Party), by any representative serving notice to all other representatives of the Reinsurance Business Committee ("**Notice of Reinsurance Business Committee Meeting**"). Unless the representatives agree otherwise, the Reinsurance Business Committee shall be convened within two (2) Business Days of the date of the Notice of Reinsurance Business Committee Meeting. The quorum for the Reinsurance Business Committee is set out in the Reinsurance Business Committee Terms of Reference.
- 27.4** The Reinsurance Business Committee shall be responsible for:
- 27.4.1** overseeing Significant Claims (as defined in the With-Profits Reinsurance Agreements) which are Reinsured Liabilities under the With-Profits Reinsurance Agreements;
 - 27.4.2** overseeing the acceptability of pricing new business (as set out in Schedule 4), and the other matters referred to in Schedule 4;
 - 27.4.3** monitoring , reviewing and challenging all day to day operational aspects of the PLAE Reinsurance Agreements including any information required by either party to those respective agreements;
 - 27.4.4** reporting to the Finance Technical Committee, parties' Boards or governance committees, the relevant PLL with-profits actuary and the PLL With-Profits Committee (where applicable) any actions that may be required as a result of this review; and
 - 27.4.5** the other responsibilities referred to in Schedule 4.
- 27.5** The Reinsurance Business Committee will seek to resolve any disputed matters as part of its discussions and each Party will draw on the input of technical expertise and senior management as applicable and required. In the event the Reinsurance Business Committee is unable to resolve any disputes between representatives within 30 Business Days the dispute will be dealt with under and in accordance with Clause 28 commencing with referral to the chief executive officers in accordance with Clause 28.1.3.

28 Dispute Resolution

- 28.1** In the event of any dispute or difference arising out of or relating to this Agreement:
- 28.1.1** the Parties will, in the first instance, use their respective reasonable endeavours to resolve the dispute;
 - 28.1.2** in the event that the dispute is not resolved within 30 Business Days, then the Parties shall refer the dispute to the Reinsurance Business Committee in accordance with Clause 27;

- 28.1.3** in the event that the dispute is not resolved within a further 30 Business Days, then the Parties shall refer the dispute to their respective chief executive officers to resolve the dispute; and
- 28.1.4** in the event that the chief executive officers are unable to resolve the dispute within a further 20 Business Days of it being referred to them, the Parties will appoint an Expert within a further 20 Business Days in accordance with Clause 28.3 and the dispute will be referred to that Expert who will act as an expert and not an arbitrator and whose decision will be binding on both Parties.
- 28.2** The Expert shall establish procedures for resolving the dispute and permitting each Party to submit evidence not later than 20 Business Days after the date of his/her appointment and shall submit his/her decision within 20 Business Days after the date of his/her appointment. The costs of the dispute resolution shall be shared equally by the Parties to the dispute except that each Party shall bear its own legal costs.
- 28.3** For the purposes of this Agreement, “**Expert**” means an independent actuary or other appropriately qualified professional appointed by the written agreement of the Parties or (in default of agreement within 20 Business Days of one Party proposing the appointment of an Expert to the other in accordance with Clause 28.1.4) appointed by the President of the UK Institute and Faculty of Actuaries.

29 VAT

Any consideration given under this Agreement for the transactions contemplated by this Agreement is expressed to be inclusive of amounts in respect of VAT.

30 Taxes

- 30.1** Any payment to be made by one Party to the other under this Agreement shall be made free and clear of and without deduction for or on account of tax, save to the extent required by law. Where a Party is required by law to make any such payment subject to the deduction or withholding of tax the amount of such payment shall be increased to an amount which, after the making of the deduction or withholding of tax, leaves an amount equal to the payment which would have been required to be made if no deduction or withholding of tax had been required.
- 30.2** Where at any time after the date hereof there occurs any change in law as a result of which either Party would be required to make any payment hereunder subject to the deduction or withholding of tax, the Parties shall use all reasonable endeavours in good faith to agree such amendments to this Agreement as will enable such payment to be made without deduction or withholding of tax.

31 Data protection

- 31.1** Each Party confirms that it will at all times comply with the Data Protection Laws, to the extent that the Data Protection Laws apply to it in the performance of its obligations hereunder (particularly in relation to the protection of personal and/or sensitive data relating to individuals).
- 31.2** Without prejudice to Clause 31.1 the provisions of Schedule 5 shall apply to PLL's performance of its obligations under this Agreement.

32 Announcements

- 32.1** No Party (nor any other members of its Group or representatives) shall make any announcement or issue any circular in connection with the existence or subject matter of this Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed.
- 32.2** The restriction in Clause 32.1 shall not apply to the extent that the announcement or circular (i) is required by Applicable Law, by any stock exchange or any Governmental Authority or supervisory body or authority of competent jurisdiction, whether or not the requirement has the force of law, or (ii) contains only information which has previously become publicly available other than through that Party's fault (or that of any other members of its Group or representatives).

33 Payments

- 33.1** All payments between the Parties under this Agreement shall be made without delay and in a manner consistent with the orderly payment of insurance claims.
- 33.2** For the avoidance of doubt, PLL's payment obligations pursuant to this Agreement shall not be affected by, and shall be paid without diminution on, the insolvency of PLAE (for the avoidance of doubt, without prejudice to PLL's rights of set-off under Clause 19).
- 33.3** All amounts payable under this Agreement shall be settled in Euros electronically, to such accounts (including custody accounts) as the Parties may notify to the other in writing from time to time.

34 Confidentiality

- 34.1** Each Party agrees to keep confidential and not disclose to any other person the material terms of this Agreement and the transaction contemplated hereby and all information received by it from the other Party relating to the material terms of this Agreement and such transaction.
- 34.2** This Clause 34 shall not prevent any Party from disclosing any information:
- 34.2.1** relating to the existence and the general nature of this Agreement;
 - 34.2.2** already in the public domain (other than as a result of a breach by such Party of this Agreement);
 - 34.2.3** already known to such Party prior to receipt of such information from the other Party;
 - 34.2.4** as reasonably required for the proper administration of this Agreement, including in pursuit of the settlement of a dispute in relation to this Agreement via a settlement process agreed by the Parties;
 - 34.2.5** to retrocessionaires and their representatives;
 - 34.2.6** as may be required or requested by any Governmental Authority to which such Party is subject;
 - 34.2.7** to the extent required by any Applicable Law;
 - 34.2.8** to its professional advisers and auditors; or
 - 34.2.9** to an expert, to a member of a tribunal or to any court of competent jurisdiction.

35 Notices

35.1 Any notice, request, instruction or other document given under this Agreement must be made in writing. Writing includes e-mail (other than in the case of legal notices or notices to terminate this Agreement, which must be sent by post or delivered by hand/courier) and must be sent to the address, or email address (where relevant) of the relevant Party given in this Clause 35 unless another address or email address has been notified in writing by the relevant Party in accordance with this Clause 35. If sent by post, the relevant notice must be delivered or sent by prepaid first class or recorded delivery post.

35.2 The notice details of the Parties for the purposes of this Clause 35 are as follows:

PLL

PLAE

Address:

1 Wythall Green Way,
Wythall,
Birmingham
B47 6WG

Address:

90 St. Stephen's Green
Dublin 2, Dublin
D02 F653
Ireland

Email: [●]

Email: [●]

35.3 A Party may change its notice details by giving notice to the other Party of the change in accordance with this Clause. That notice shall only be effective on the date falling five (5) Business Days after the notification has been received or such later date as may be specified in the notice.

36 Transfers and assignment

36.1 No Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign, transfer or declare a trust over all or any part of its rights or obligations under this Agreement.

36.2 Each Party shall be responsible for its own costs and expenses incurred in respect of any such transfer or assignment.

37 Invalidity, remedies and waivers

37.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the Parties agree to co-operate with one another to seek to resolve or rectify any such issues and agree that this shall not affect or impair:

37.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

37.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

37.2 A waiver or variation of this Agreement will only be effective if it is in writing, is signed by each Party and has been consented to in writing by an authorised signatory of each Party.

37.3 Except as provided for in this Agreement:

- 37.3.1 any failure by a Party to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not impair or constitute a waiver of that or any other right or remedy;
- 37.3.2 no single or partial exercise of a right or remedy provided by this Agreement or by law shall prevent any further exercise of that or any other right or remedy; and
- 37.3.3 the Parties' rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

38 Entire Agreement

38.1 This Agreement, the PLAE 2022 Scheme and the Deed of Floating Charge:

- 38.1.1 set out the entire agreement between the Parties in relation to the subject matter hereof; and
- 38.1.2 supersede any previous agreement in respect of the same subject matter between the Parties whether written or oral.

38.2 Each Party acknowledges that in entering into this Agreement it places no reliance on any representation in relation to the subject matter of this Agreement otherwise than as expressly set out herein. Nothing in this Agreement may operate to limit or exclude any liability for fraud.

39 Further assurance

Each Party shall and shall, if relevant, procure that each member of its Group (other than the other Party) shall upon request, at its own expense, at all times from the date of this Agreement do or procure the doing of all things as may be required to give full effect to this Agreement, including the execution of all deeds and documents.

40 General

- 40.1 No person shall have any right to enforce any term or condition of this Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy which exists or is available apart from that Act.
- 40.2 This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all of the counterparts taken together shall constitute one and the same agreement.
- 40.3 The Parties acknowledge and agree that, so far as permitted by Applicable Law, the provisions of the UK Insurance Act 2015 shall not apply to this Agreement. Accordingly, the Parties agree that the rights and remedies of each Party pursuant to this Agreement may differ from those that might otherwise be available under the UK Insurance Act 2015.
- 40.4 Each Party shall pay its own costs incurred in connection with the negotiation, and entry into, of this Agreement.

41 Governing law and jurisdiction

This Agreement and any non-contractual obligations arising from or in connection with it shall be governed by, and shall be construed in accordance with, English law. The courts of

England and Wales are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement.

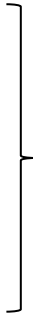
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date recorded above.

SIGNED by

.....

for and on behalf of

PHOENIX LIFE LIMITED



.....

Director

SIGNED by

.....

for and on behalf of

**PHOENIX LIFE ASSURANCE
EUROPE DESIGNATED
ACTIVITY COMPANY**



.....

Director

Schedule 1 Cash Flows

This Reinsurance Agreement covers the liabilities of PLAE in respect of certain of its unit linked business, as specified below:

- Products covered: Policies sold in Ireland that invest or have the ability to invest in unit linked units within products:
- Approved Retirement Fund
 - Horizon
 - Investment Portfolio
 - Lifelong
 - Optimum Bond
 - Phoenix Assurance for Life
 - Retirement Regular Premium Exec
 - Select Buy Out Bond
 - Select Personal Retirement Regular Premium
 - Select Personal Retirement RP (Paxus)
 - Select Personal Retirement Single Premium
 - Select Retirement Regular Premium Group
- Business to be reinsured: The unit linked liabilities under:
- a) the Policies relating to the above Products transferred to PLAE from PLL by the PLAE 2022 Scheme with effect from the Effective Date, relating to the proportion of any premium that is applied as an investment in units in linked funds in accordance with the terms of the Policies and the normal actuarial practice of PLAE; and
 - b) the deemed investment in units in Linked Funds of PLAE as a result of the Deposit (as defined in the PLAE 2022 Scheme) being made as referred to in Clause 3.3.2.
- These units are identified in Schedule 2 to this Agreement.
- Type of reinsurance: Unit linked liability.
- Extent of cover:
- a) Proportion reinsured: 100%.
 - b) Retention: Nil.
 - c) Maximum Cover: Unlimited.
- End date: As set out in Clause 3:
- a) Closed to new business other than as set in Clause 3.

b) This Reinsurance Agreement will continue indefinitely until terminated in accordance with its terms or by the agreement of the Parties.

Currency: Euros

Cash Flows:

(a) Premiums

As at the Effective Date, the assets held to match the bid value of the allocated units in respect of such Policies (the “**Back Book Reinsurance Premium**”). The payment of the Back Book Reinsurance Premium shall, if the PLAE 2022 Scheme comes into effect in accordance with its terms, be satisfied by the set-off and retention of assets by PLL that would otherwise be transferred to PLAE pursuant to the PLAE 2022 Scheme, in accordance with the terms of paragraph 3.2 of the PLAE 2022 Scheme, so that PLAE will not be required to transfer any assets in order to pay the Back Book Reinsurance Premium.

After the Effective Date:

(i) PLAE's policyholder pays PLAE the premium due under their Policy with PLAE. PLAE pays PLL the proportion of this premium to be invested in units of the Funds under the terms of that Policy; and

(ii) PLAE pays to PLL any Deposit received by the PLAE Non-Profit Fund in accordance with the PLAE 2022 Scheme.

(b) Charges

(i) PLAE retains (i) the bid/offer spread, (ii) any Policy fee, (iii) any allocation charges on premiums received and invested in unit linked funds and (iv) any switch or claim (including surrender) charges; and

(ii) PLL does not retain any charges, but pays rebates to PLAE of amounts equivalent to any remaining annual management charge once PLL has paid external investment management expenses and a retention of two basis points per annum (calculated monthly).

For the avoidance of doubt, these charging provisions also apply to any units in respect of reinsurance of the Deposit.

(c) Benefits

PLAE pays the benefits or the transfer value (including any loyalty bonus payable) to its policyholders in accordance with the Policy terms and conditions.

In the event of a claim or transfer under a Policy, PLL pays PLAE the bid value of the allocated units in respect of such Policy.

If assets in relation to the Deposit are required to be transferred from the PLAE Non-Profit Fund to the PLAE SPI WP Fund in accordance with paragraph 26.3.2 of the PLAE 2022 Scheme

(the “**Reimbursement**”), PLL shall transfer assets of an amount equal to the Reimbursement to PLAE.

(d) Switches

PLAE retains the value of any switch charge incurred by the policyholder as detailed in the Policy conditions. Any switch instruction given by PLAE to PLL will be actioned by PLL no later than the following Business Day.

(e) Expenses

PLL is responsible for administration expenses in respect of the actual investment of the Premiums but not otherwise. PLAE is responsible for meeting (i) all non-investment administration expenses (ii) any compensation and/or redress costs (other than in respect of acts, omissions or delays of PLL after the Effective Date subject to the terms set out in this Agreement).

For the avoidance of doubt, these expenses provisions also apply to any units in respect of reinsurance of the Deposit.

(f) Frequency

In accordance with Clause 20:

(i) PLAE will inform PLL daily of net unit movements for each fund series comprised within the Funds.

(ii) Net movements are calculated monthly.

(iii) Net cash amounts are settled monthly.

Schedule 2 Funds

PHEULIAALF
PHEULIABLF
PHEULIACLF
PHEULIADLF
PHEULIAELF
PHEULIAFLF
PHEULIAGLF
PHEULIAHLF
PHEULIAILF
PHEULIAJLF
PHEULIAKLF
PHEULIALLF
PHEULIAMLF
PHEULIANLF
PHEULIARLF
PHEULIASLF
PHEULIBJLF
PHEULIDAPF
PHEULIDBPF
PHEULIDCPF
PHEULIDDPF
PHEULIDEPF
PHEULIDFPF
PHEULIDGPF
PHEULIDHPF
PHEULIDIPF
PHEULIDJPF
PHEULIDKPF
PHEULIDLPF
PHEULIDMPF
PHEULIDNPF
PHEULIDOPF
PHEULIDQPF
PHEULIDRPF
PHEULIDSPF

Schedule 3
PLL UL Reinsurance Services (Clause 18)

- 1** Reinsurance related support to PLAE in overseeing fund performance, mandates and relationship management
- 2** Governance on opening and closing of new Funds and other changes in Funds as contemplated by and in accordance with Clause 21
- 3** Assess and negotiate fund manager framework and commercial agreements
- 4** Asset data required for unit-linked funds to support regulatory or statutory reporting requirements of PLAE
- 5** Unit pricing, unit allocations and asset allocations including details of customer-impacting incidents, including unit pricing errors
- 6** Calculating the net charges due to PLAE from the Funds
- 7** Governance on fund manager instigated fund events

Schedule 4 Reinsurance Business Committee Terms of Reference

[LL Note: The changes in Schedule 4 are conforming changes to make sure that each agreement is consistent with the other and, where possible (as the terms of reference are set out in a separate document), to ensure that defined terms are used appropriately and consistently]

Purpose	Monitoring and management of the reinsurance treaties covering the with–profits (WP) and unit-linked (UL) business that is reinsured by PLAE to PLL and ReAssure Life Limited (RLL) pursuant to the terms of the relevant WP and UL PLAE Reinsurance Agreements
Key responsibilities	<ul style="list-style-type: none"> ▪ To monitor, review and challenge all day to day operational aspects of the PLAE Reinsurance Agreements including information required by any party ▪ To provide a point of interface between PLAE and its primary reinsurers PLL and RLL ▪ To review the reporting provided by PLL and RLL and /or PLAE under the terms of the WP and UL PLAE Reinsurance Agreements and provide challenge or reports to relevant governance bodies in PLAE, PLL and RLL, including the PLAE Head of Actuarial Function, PLL With-Profits Committee (WPC) and relevant PLL WP Actuary ▪ To support the PLAE Finance Technical Committee to consider any papers or proposals in respect of the PLAE Reinsurance Agreements and raise any points in advance of the relevant WPC ▪ To support parties' boards or governance committees and the WPC (where applicable) with information or input required ▪ Seek to resolve any disputed matters as part of its discussions drawing on technical expertise and senior management as applicable ▪ To monitor and manage the operation of the WP and UL PLAE Reinsurance Agreements to include: <ul style="list-style-type: none"> ○ With profits <ul style="list-style-type: none"> ▪ Monitoring, reviewing and challenging all day to day operational aspects of the With-Profits Reinsurance Agreements, including any information required by either party, including provision of services under the With-Profits Reinsurance Agreements including review and approval where required, ▪ Monitoring PLL's WP management, bonus setting, WP asset management ▪ Overseeing Significant Claims which are Reinsured Liabilities under the With-Profits Reinsurance Agreements

	<ul style="list-style-type: none"> ▪ Overseeing the acceptability of pricing of new business under the With-Profits Reinsurance Agreements and other matters referred to in Clause 10 of the With-Profits Reinsurance Agreements and review and discussion of Notifiable Matters (defined in each With-Profits Reinsurance Agreement) ▪ Reporting to the Finance Technical Committee, parties' Boards or governance committees, the relevant PLL WP Actuary and the PLL WPC (where applicable) any actions that may be required as a result of this monitoring and review <ul style="list-style-type: none"> ○ Unit linked <ul style="list-style-type: none"> ▪ Monitor and manage the operation of the UL PLAE Reinsurance Agreements including provision of services including review and approval where required ▪ Review the addition, closure, merger or sub-division of unit-linked funds ▪ Monitor UL asset management, fund performance, investment MI
Inputs	As defined by the PLAE Reinsurance Agreements including reinsurance accounts, solvency MI on PLL and RLL, fund performance MI and WP investment MI, and copies of relevant papers for the WPC and other governance
Outputs	Reporting to the PLAE Finance Technical Committee, parties' boards or governance committees and With-Profit Committees and excos on the activities of the Committee, and to convey instructions from the PLAE governance bodies and PCF role holders to the reinsurers
Chair	To alternate between PLAE, PLL and RLL
Secretary	[TBC]
Membership	<p>PLL and PLAE should each have two representatives for the reinsured WP business and PLL, RLL and PLAE should each have two representatives for the reinsured UL business [LL Note: Paragraph above deleted because it was partially making the same statement as is made in this paragraph: this paragraph provides the correct drafting]</p> <p>Quorum- three (3) representatives, provided that at least one (1) relevant representative from each party is present</p>

	<p>Where matters are referred to the Reinsurance Business Committee under this Agreement for any form of determination, approval or other action, or as part of the dispute resolution process, the Reinsurance Business Committee shall be deemed to have given its consent only if:</p> <ul style="list-style-type: none">▪ PLAE and RLL (in respect of RLL UL Reinsurance Agreement matters) have agreed with such matter,▪ PLAE and PLL (in respect of WP PLAE Reinsurance Agreement matters or in respect of PLL UL Reinsurance Agreement matters) have agreed with such matter <p>The Chair will not have a casting vote</p>
Open Invites	
Timing	Proposed monthly (subject to intervening right of any member to convene on minimum two Business Days' notice)

Schedule 5 Data Transfer Provisions

[LL Note: The Data Transfer Agreement that would be used in these circumstances has been added to this Schedule.]

[Dated [●]]

Data Transfer Agreement

1 In this Schedule 5, unless the context otherwise requires, the following words shall have the following meanings:

"Controller"	has the meaning set out in the Data Protection Legislation;
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject in relation to this Agreement;
"Data Subject"	has the meaning set out in the Data Protection Legislation;
"GDPR"	means the EU GDPR and/or the UK GDPR as the context requires;
"EU GDPR"	means Regulation 2016/679 of 27 April 2016 the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data;
"ICO"	means the UK Information Commissioner and/or the Irish equivalent, as appropriate;
"Personal Data"	has the meaning set out in the Data Protection Legislation;
"Personnel"	means all persons engaged or employed from time to time by a Party in connection with this Agreement, including employees, consultants, contractors and permitted agents;
"Reinsurance Data"	means information, materials and data, including Personal Data and Special Category Personal Data which is made available or accessible to PLL by PLAE under, or in connection with this Agreement;
"Processing"	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Reinsurance Data"	means information, materials and data, including Personal Data and Special Category Personal Data which is made available or accessible to PLL by PLAE under, or in connection with this Agreement;
"Restricted Country"	means a country, territory or jurisdiction that is outside the UK or the European Economic Area which is not the subject of an

adequacy determination by the UK Secretary of State or the European Commission (as applicable);

"Restricted Transfer"	means the transfer, storing or Processing of Reinsurance Data or storing Reinsurance Data in a Restricted Country, either through direct transfer, remote access or onward transfer;
"Security Requirements"	means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
"Special Category Personal Data"	means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR and Personal Data relating to criminal convictions and offences;
"UK GDPR"	means the EU GDPR as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018

2 Data Sharing

- 2.1** PLAE shall provide to PLL the Reinsurance Data for the purpose set out in the Appendix to this Schedule 5 and in accordance with the terms of this Agreement.
- 2.2** PLL agrees to use the Reinsurance Data in accordance with the terms of this Agreement.
- 2.3** PLAE transfers, or grants access to, the Reinsurance Data to PLL on the basis of this Agreement and as specified in the Appendix to this Schedule 5.

3 Role of the Parties and General Obligations

- 3.1** The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that each Party acts as a Controller in respect of the Reinsurance Data.
- 3.2** Each Party shall:
 - 3.2.1** comply at all times with the Data Protection Laws;
 - 3.2.2** ensure that all required registrations with the ICO are current and up to date and that any registration fee due is paid;
 - 3.2.3** implement and maintain technical and organisational measures sufficient to comply at least with the obligations imposed on a Controller by the Security Requirements;
 - 3.2.4** take all reasonable steps to ensure the reliability and integrity of any of its Personnel who shall have access to the Reinsurance Data, and ensure that each member of its Personnel shall have entered into appropriate contractually-binding confidentiality undertakings;
 - 3.2.5** before the commencement of any Restricted Transfer, comply with such external transfer requirements as set out in the Data protection Laws.

Appendix Data Protection Particulars

(a) Subject matter and purpose of the Processing:	Reinsurance Data, which includes Personal Data, is shared by PLAE with PLL to allow PLL to process the Reinsurance Business, to include the payments of claims to policyholders
(b) Relationship of the Parties (i.e., whether Controller / Process or other)	PLAE and PLL shall each be Controller in respect of the Reinsurance Data
(c) Nature of the Processing:	The Processing will involve storage and analysis for the purpose of the Reinsurance Business
(d) Duration and Frequency of the Processing:	Reinsurance Data is shared by PLAE with PLL throughout the Term and for the purpose of payment of claims by PLL
(e) Types of Personal Data being Processed:	<u>Personal Data</u> : Name, address and other contact details, policy number <u>Special Category Personal Data</u> : vulnerable customer details and details of health conditions
(f) Categories of Data Subjects:	Policyholders
(g) Recipient of the Personal Data:	PLL