

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

IN THE MATTER OF
ROYAL & SUN ALLIANCE INSURANCE PLC

- and -

IN THE MATTER OF
THE MARINE INSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF
MERCANTILE INDEMNITY COMPANY LIMITED

- and -

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS ACT 2000

Notice is hereby given that on 17 January 2019 an Application was made under section 107 of the Financial Services and Markets Act 2000 (the “**Act**”) in the High Court of Justice of England and Wales by the above-named Royal & Sun Alliance Insurance plc (“**RSAI**”) and The Marine Insurance Company Limited (“**MIC**”) (together the “**Transferors**”) and Mercantile Indemnity Company Limited (the “**Transferee**”) for Orders:

- (1) Under section 111 of the Act sanctioning a scheme (the “**Scheme**”) for:
 - (a) the transfer to the Transferee of certain direct and reinsurance business of the Transferors, namely certain UK-based commercial general insurance business; and
 - (b) the making of ancillary provisions under section 112 of the Act for implementing the Scheme.

The following documents are available and may be obtained by any person free of charge by downloading them from the website (www.rsagroup.com/RSATransfers) or by making a request by email to RSATransfers@equiniti.com, or in writing at RSA Insurance Group, 20 Fenchurch Street, London EC3M 3AU (Attention: Jonathan Colson) or by calling the Scheme helpline on +44 121 415 0966 at any time until the making of an order sanctioning the Scheme:

- a copy of the Scheme document;
- a copy of the report on the terms of the Scheme prepared by an independent expert in accordance with Section 109 of the Act;
- a communications pack, which includes a statement setting out the terms of the Scheme and a summary of the independent expert's report.

Anyone who has any questions regarding the proposed Scheme or would like further information should contact us using the above details.

The specific nature of the transferred business differs between RSAI and MIC, but in both cases constitutes part of their respective commercial general insurance businesses.

It is intended that the Scheme will transfer from RSAI to the Transferee certain commercial general insurance policies that include liability cover and that were either: (i) written by or on behalf of RSAI prior to 2006, or (ii) written by or on behalf of another insurer prior to 2006 and transferred to RSAI prior to 7 February 2017. Policies that relate exclusively to marine or motor liabilities, or were underwritten by a branch or agency incorporated or domiciled outside the UK are excluded from the Scheme, as are certain other specifically excluded policies.

It is intended that the Scheme will transfer from MIC to the Transferee the following categories of commercial general insurance policies that were either written: (i) by or on behalf of MIC, or (ii) written by or on behalf of another insurer and transferred to MIC prior to 7 February 2017:

- (A) all marine energy policies written prior to 2004;
- (B) all other marine policies written prior to 1997; and
- (C) all aviation policies written prior to 2009.

The Scheme will also transfer various business contracts from each of RSAI and MIC to the Transferee, including all or part of certain outwards reinsurance contracts. The business of the Transferors, comprising policies and business contracts, and associated assets and liabilities, that is to be transferred to the Transferee by the Scheme forms the "**Transferred Business**".

The Scheme will transfer the Transferors' rights and obligations under the commercial general insurance policies forming part of the Transferred Business (referred to as the "**Transferred Policies**") without alteration to Mercantile. The holders of the Transferred Policies (and any persons entitled to beneficial rights under such Transferred Policies) will, with effect from 00.01 on 1 July 2019 (or at such other later time and/or such other date as the Transferors and Transferee may agree) (the "**Effective Date**"), become entitled, to the exclusion of any rights which they may have had against the Transferors under a Transferred Policy, to the same rights against the Transferee. Similarly, the holders of the Transferred Policies shall be liable to account to the Transferee for any further or additional premiums or other sums attributable or referable thereto, as and when they become due and payable. Responsibility for handling all claims under the Transferred Policies, which are currently being handled by, or on behalf of, the Transferors will transfer to the Transferee. The Transferee shall be entitled to any and all

defences, claims, counterclaims and rights of set-off under the Transferred Policies, which would have been available to the Transferors prior to the Effective Date.

Subject to certain exclusions, at and with effect from the Effective Date, all assets and liabilities that are comprised in, arising from or in connection with the Transferred Business shall transfer to the Transferee. Various business contracts will also transfer so that they will become agreements between the Transferee and the relevant third party. The Scheme will be valid and binding on counterparties to such contracts notwithstanding any restriction on transfer or assignment contained in any such contract.

The Application is due to be heard at the High Court of Justice of England and Wales (High Court) 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL on 13 June 2019. Any person who considers that he or she may be adversely affected by the Scheme has the right to make representations and/or to appear at the Court hearing. It is requested that any person intending to make representations (either in writing or by telephone) and/or appear at the hearing (either in person or using legal representation), please contact RSA on +44 121 415 0966 or in writing at the email address below as soon as possible and before 13 June 2019 to set out the nature of their representations. This will enable the Transferors and the Transferee to provide notification of any changes to the hearing and, where possible, to address any concerns raised in advance of the hearing. If the requested notice is not given, attendance at the Court hearing, either in person or using legal representation, will still be permitted.

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