

THE HIGH COURT

2022 Record No.

COS

IN THE MATTER OF AMTRUST INTERNATIONAL UNDERWRITERS DESIGNATED
ACTIVITY COMPANY

AND IN THE MATTER OF BOTHNIA INTERNATIONAL INSURANCE COMPANY LIMITED

AND IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909

AND THE INSURANCE ACT 1989

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

SCHEME

This Scheme Records that:

1. AmTrust International Underwriters Designated Activity Company (the "**Transferor**") is a non-life insurance company, incorporated in Ireland on 28 January 1991, under registration number 169384. It has its registered office at 6-8 College Green, Dublin 2. The sole shareholder of the Transferor is AmTrust Equity Solutions Limited (being a company incorporated under the laws of Bermuda).
2. The Transferor is authorised by the Central Bank of Ireland (the "**Central Bank**") to conduct non-life insurance business in Ireland in classes 1, 2, 3, 7, 8, 9, 10 (for Carrier's liability only), 13, 14, 15 (for run-off liability only), 16, 17 and 18 as set out in Schedule 1 of the 2015 Regulations (as defined herein). This authorisation remains in full force and effect.
3. Bothnia International Insurance Company Limited (the "**Transferee**") is a limited liability insurance company (in Finnish: *vakuutusosakeyhtiö*) incorporated in Finland on 22 September 1993 under companies' registration number 0947118-3. It has its registered office at Ruoholahdenkatu 8, FI-00180 Helsinki, Finland. The sole shareholder of the Transferee is Compre Holdings Limited, a wholly owned subsidiary of Compre Group Holdings Limited.
4. The Transferee is authorised by the Finanssivalvonta Finansinspektionen Financial Supervisory Authority ("**FIN-FSA**") to conduct non-life insurance business under

Classes 1 – 17, as well as reinsurance business in all non-life insurance classes within the European Union and the European Economic Area (“**EEA**”) and outside of it but excluding non-life insurance business in Classes 1 and 10 to the extent such insurance is as referred to under the Finnish Motor Liability Insurance Act (460/2016, previously 279/1959), insurance falling under the non-life insurance class 13, to the extent the insurance in question is as referred to under the Finnish Patient Injuries Act (585/1986) or insurance referred to under the Finnish Nuclear Liability Act (484/1972), or insurance referred to under the Finnish Occupational Accidents, Injuries and Diseases Act (459/2015, previously 608/1948) and is therefore licensed to undertake and carry on the business of professional liability coverage for healthcare sector professionals.

5. The Transferee is also authorised by the Central Bank to carry out non-life insurance business in Ireland on a freedom of services basis and is therefore subject to regulation by the Central Bank for conduct of business rules.
6. Pursuant to the Framework Agreement (as defined herein) and the Reinsurance Agreement (as defined herein), the Transferor and the Transferee agreed that the economic risk and reward associated with the Transferring Business (as defined herein) should be transferred from the Transferor to the Reinsurer (as defined herein). Accordingly, the Transferor and the Transferee entered into the Reinsurance Agreement on the Reinsurance Completion Date with the effect of transferring the economic risk and reward from the On Risk Date (as defined herein). The Transferor will retain the legal title in the Transferring Business and the primary gross exposure to the Transferring Policies (as defined herein) until such a time as this scheme of transfer (the "**Scheme**") is approved and implemented.

The transfer of the Transferring Business is conditional upon the Scheme taking effect. The purpose of the Scheme is to set out the basis upon which the Transferee will acquire such, right, title and interest as the Transferor has in the Transferring Business.

7. It has been agreed by the board of directors of the Transferor and by the board of directors of the Transferee in accordance with their respective internal governance requirements, to approve the draft Scheme, subject to the requirements of the Central Bank and the sanction of the Court (as defined herein).

8. It is intended that the Transferee should acquire the entirety of the Transferring Business, with effect from the Scheme Effective Date (as defined herein) and in accordance with the terms and conditions set out in the Scheme subject to and in accordance with all Applicable Laws (as defined herein).
9. The Transferor has notified the Central Bank of the terms of the Scheme in accordance with Regulation 41 of the 2015 Regulations.
10. The Transferor and the Transferee hereby agree 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.

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1 **Defined Terms**

1.1 In this Scheme the following expressions bear the meanings respectively set opposite them:

“1909 Act” means the Assurance Companies Act 1909;

“1989 Act” means the Insurance Act, 1989;

“2015 Regulations” means the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015);

“Applicable Laws” means the 1909 Act, the 1989 Act, the 2015 Regulations and any other legally binding applicable laws, regulations, rules, codes of practice, guidance or orders which relate to the Transferring Business and / or the proposed transfers of such business from time to time;

“Business Day” means a day on which banks generally are open for business in Ireland and Finland;

“Central Bank” means the Central Bank of Ireland or any replacement substitute or successor body;

“Court” means the High Court of Ireland;

“Data Controller” has the meaning ascribed to it in the Data Protection Laws;

“Data Protection Laws” means all applicable laws and regulatory requirements in relation to data protection and privacy i.e. protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data, or similar laws that apply in relation to the processing of personal data, including all laws implementing the EU Data Protection Directive and EU Data Privacy Regulations;

“EU Data Privacy Regulations” means 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 the EU Data Protection Directive (General Data Protection Regulation);

“EU Data Protection Directive” means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

“Excluded Policies” means the Transferring Policies which for whatever reason are not included in the transfer to the Transferee pursuant to this Scheme;

“Framework Agreement” means the framework agreement dated 8 July 2022 between (i) the Transferor, (ii) the Transferee and (iii) the Reinsurer;

“French Med-Mal Business” means all the medical malpractice policies underwritten by the Transferor and presented to the Transferee, together with the platform and people comprising the Transferor's French claim handling operations based in Lyon, France;

“Independent Actuary” means Stewart Mitchell of Lane Clark & Peacock LLP, the independent actuary appointed to report on the terms of the Scheme, or any successor appointed to report on the Scheme;

“IPT” means the portfolio transfer in respect of the Transferred Policies;

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge security interest, lease, encumbrance or other adverse claim of any kind in respect of such property or asset;

“On Risk Date” means 1 January 2022;

“Order” means 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;

“Policyholders” means the policyholders of the Transferring Policies and **“Policyholder”** means any one of them;

“Policyholder Data” means the personal data (as defined in the Data Protection Laws) of the Policyholders or any of them;

“Records” means copies of all (a) claims files, (b) underwriting files, (c) financial and actuarial information in respect of the Transferred Policies and (d) such other information as the Transferee may reasonably require in order to conduct the management and administration of the Transferring Policies and the Reinsurance Agreement, in any case whether in physical or electronic form and which are in the possession of, or under the control of, the Transferor, any member of the Transferor's Group or any service provider in respect of the Transferring Policies;

“Regulatory Authorities” means the Central Bank, FIN-FSA and any other person, body, authority, government, local government, regulatory agency with regulatory enforcement, administrative and/or criminal powers in any jurisdiction, and any other governmental authority that regulates the Transferor, the Transferee, the Transferring Business other than a Tax Authority and **“Regulatory Authority”** means any one of them;

“Reinsurance Agreement” means the quota share reinsurance agreement dated 9 September 2022 between (i) the Reinsurer and (ii) the Transferor;

“Reinsurer” means Pallas Reinsurance Company Limited, a company incorporated and registered in Bermuda, with registration no. 55121 and with its registered office at 4th Floor, Victoria Place, 31 Victoria Street, Hamilton HM10, Bermuda;

“Residual Asset” means (i) the Residual Policies and (ii) any asset, including the rights, benefits and powers (whether actual or contingent) of the Transferor whatsoever under or by virtue of the Residual Policies or the Residual Contracts, to be transferred from the Transferor to the Transferee pursuant to the Scheme, the transfer of which Residual Policies and asset from the Transferor to the Transferee:

- (a) requires as on the Scheme Effective Date either the consent of any person (other than the Transferor, the Transferee or the Court) or the waiver by any person of any right to acquire, or to be offered the right to, or to offer to, acquire or procure the acquisition by some other person of, all or any part of such property, being a right which directly or indirectly arises or is exercisable as a consequence of such transfer being proposed or taking effect;
- (b) which the Court does not have jurisdiction to transfer or determines for any other reason not to transfer it or the transfer of which is not recognized by the

laws of any relevant jurisdiction in which such asset is situated or to which the asset is subject; or

(c) cannot be effected pursuant to the Scheme for any other reason;

“Residual Contracts” means those Transferring Contracts which do not transfer to the Transferee for any reason on the Scheme Effective Date;

“Residual Liability” means any Transferring Liability which is attributable to or connected with a Residual Asset and arises at any time before any Subsequent Transfer Date applicable to that Residual Asset;

“Residual Policies” means any Transferring Policies which do not transfer from the Transferor to the Transferee on the Scheme Effective Date;

“Scheme” means this scheme of transfer to be submitted to and approved by the Central Bank and the Court in relation to the Transferring Business;

“Scheme Effective Date” means the time and date when this Scheme shall become operative in accordance with clause 4.1;

“Subsequent Transfer Date” means in relation to any Residual Asset or Residual Liability, the date after the Scheme Effective Date on which such Residual Asset or Residual Liability is transferred to the Transferee namely:

(a) in respect of any Residual Asset falling within paragraph (a) of the definition thereof, and of any Residual Liability attributable or connected with any Residual Asset falling within paragraph (a) of the definition thereof, the date on which any requisite consent, novation, waiver or order to enable the same to be transferred to the Transferee is obtained, no longer required or dispensed with by Order of the Court; and

(b) in respect of any Residual Asset falling within paragraphs (b) or (c) of the definition thereof and of any Residual Liability attributable or connected with any Residual Asset which falls within paragraph (b) or (c) of the definition thereof, the date on which the Transferor and the Transferee agree that the transfer of the relevant Residual Asset shall take effect;

“Tax” means all forms of tax, levy, impost, contribution, duty, liability and charge in the nature of taxation and all related withholdings or deductions of any nature

(including, for the avoidance of doubt, national insurance contribution liabilities) whether of Ireland or elsewhere and all related fines, penalties, charges, costs and interest;

“Tax Authority” means 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;

“Tax Liability” means any liability of the Transferor to Tax that arises in connection with the Transferring Business;

“Transferring Policies” means any policy or policies issued by the Transferor in relation to the Transferring Business which are, or may be deemed to have been, in existence on or prior to the Scheme Effective Date which policies include those listed in Schedule 1 but which shall not include the Excluded Policies or the Residual Policies;

“Transferring Assets” means all of the following assets, but excluding the Residual Assets, as on the Scheme Effective Date:

- (a) the rights, benefits and powers (whether actual or contingent) of the Transferor whatsoever under or by virtue of the Transferring Policies;
- (b) the rights, benefits and powers (whether actual or contingent) of the Transferor whatsoever under or by virtue of the Transferring Contracts;
- (c) all investments and other assets (if any) representing or held in connection with the Transferring Policies, including all assets representing the technical provisions relating to the Transferring Policies; and
- (d) the benefit and burden of all amounts of reinsurance relating to the Transferring Policies;

“Transferring Business” means the French Med-mal Business as carried on by the Transferor on the Scheme Effective Date insofar as it comprises the Transferring Policies, the Transferring Assets, the Transferring Liabilities and the Transferring Contracts;

“Transferring Contracts” means any contracts to which the Transferor is a party which relate exclusively to the Transferring Business, including but not limited to

reinsurance contracts entered into between the Transferor and the Reinsurer, but excluding the Residual Contracts;

“Transferring Liabilities” means all risks, obligations and liabilities of the Transferor on the Scheme Effective Date to the extent arising out of or relating to the Transferring Policies and the Transferring Business but excluding the Residual Liabilities; and

“VAT” means value added tax or equivalent tax in any other jurisdiction.

2 Interpretation Generally

2.1 In this Scheme:

2.1.1 words and expressions shall, save where the context otherwise requires, have the meanings set out in clause 1 (Defined Terms);

2.1.2 all references to statutory provisions of any country, state or territory shall be construed as including references to:

(a) any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force; and

(b) all statutory instruments or orders from time to time made pursuant thereto.

2.1.3 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.

2.1.4 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

2.1.5 the headings in this Scheme are for ease of reference only and shall not affect its interpretation;

2.1.6 words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall unless the context clearly indicates to the

contrary refer to the whole of this Scheme and not to any particular section, clause or paragraph hereof;

- 2.1.7 in construing this Scheme general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and 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 and any reference to the word “include” or “including” is to be construed without limitation;
- 2.1.8 any reference to “Scheme” or to any other document or to any specified provision of this Scheme or of any other document is to this Scheme, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Scheme or that document;
- 2.1.9 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;
- 2.1.10 any reference to a person includes his successors, personal representatives and permitted assigns;
- 2.1.11 the term “writing” or any similar expression includes transmission by email;
- 2.1.12 if any action or duty to be taken or performed under any of the provisions of this Scheme would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day;
- 2.1.13 unless otherwise stated, all references to time are references to Irish local time;
- 2.1.14 for the avoidance of doubt, any reference to Ireland does not include Northern Ireland;
- 2.1.15 and unless provided otherwise in the Scheme, “indemnify” and “indemnifying” any person against any circumstance include indemnifying and keeping him

harmless from all actions, claims, demands, awards, penalties, fines and proceedings (including any liability to Tax) from time to time made against him and all loss or damage and all payments, costs or expenses (including legal and other professional costs) made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

2.1.16 any reference to a "Party/Parties" shall mean the parties to this Scheme; and

2.1.17 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.

3 Transfer of Insurance Business

3.1 Transfer of Business

3.1.1 On and with effect from the Scheme Effective Date, the Transferring Business 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.

3.1.2 Subject to the provisions of this Scheme, every Policyholder shall on and from the Scheme Effective Date become entitled in substitution of any rights enforceable by or available under a Transferring Policy against the Transferor to the same right against the Transferee and the obligations of every such Policyholder shall on and after the Scheme Effective Date 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.

3.1.3 All premiums and other amounts attributable or referable to the Transferring Policies shall on and after the Scheme Effective Date 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 Policies shall be liable to the Transferee for any outstanding, further or additional premiums or other sums attributable or referable to the Transferring Policies as and when the same become due and payable.

3.1.4 The Transferee shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in respect of the Transferring Policies which would have been available to the Transferor.

3.1.5 In the event of any payment being made to, or right being conferred upon, the Transferor after the Scheme Effective Date in respect of the Transferring Policies (other than any Residual Policies or Excluded Policies) which payment accrued to those Transferring Policies (other than any Residual Policies or Excluded Policies), or otherwise relating to the Transferring Assets after the Scheme Effective Date, the Transferor shall, as soon as reasonably practicable after its receipt, pay over the amount of such payment, or, as soon as reasonably practicable after it is conferred, transfer such right to, or in accordance with the directions of, the Transferee.

3.2 Transfer of Assets

3.2.1 In addition to clause 3.1, on and with effect from the Scheme Effective Date, the Transferring Assets shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee free and clear from all Liens affecting such Transferring Assets.

3.2.2 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 Scheme Effective Date in accordance with the terms of this Scheme.

3.3 Transfer of Contracts

3.3.1 In addition to clauses 3.1 and 3.2, on and with effect from the Scheme Effective Date, 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 Scheme Effective Date under or by virtue of the Transferring Contracts all such rights, benefits and powers shall be vested in the Transferee.

3.3.2 Every person who immediately prior to the Scheme Effective Date is a holder of or party to the Transferring Contracts shall, with effect from the Scheme Effective Date, 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 (or any of them) to the same rights against the Transferee as were available to him against the Transferor under such Transferring Contracts (or any of them).

3.3.3 All amounts attributable or referable to the Transferring Contracts shall on and after the Scheme Effective Date 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 (or any of them) shall be liable to the Transferee for any outstanding, further or additional sums attributable or referable to the Transferring Contracts as and when the same become due and payable.

3.3.4 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 (or any of them) which would have been available to the Transferor.

3.3.5 All references in the Transferring Contracts to the Transferor, the board of directors of the Transferor or any other officers or agents of the Transferor shall with effect from the Scheme Effective Date be read as references to the Transferee, the board of directors of the Transferee, or any other officers or agents of the Transferee or, where appropriate, agents of the Transferee to which the administration of 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 or agents of the Transferor in relation to the Transferring Contracts shall, with effect from the Scheme Effective Date 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.

3.4 Transfer of Liabilities

3.4.1 On and with effect from the Scheme Effective Date, 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.

3.5 Transfer of Residual Assets

- 3.5.1 No Residual Assets or Residual Liabilities shall be transferred to or vested in the Transferee under or by virtue of the terms of the Scheme at the Scheme Effective Date.
- 3.5.2 The Residual Assets and the Residual Liabilities will transfer from the Transferor to the Transferee on the Subsequent Transfer Date upon fulfilment of the conditions specified in the definition of Subsequent Transfer Date.
- 3.5.3 Pending a Subsequent Transfer Date, the Transferor shall hold any Residual Assets as trustee and in trust for and on behalf of the Transferee absolutely. The Transferor shall be subject to the Transferee's directions in respect of any Residual Assets and the Transferee shall discharge on the Transferor's behalf or, failing that, indemnify the Transferor against all Residual Liabilities.

3.6 Rights of Policyholders

- 3.6.1 Subject to the provisions of this Scheme, every Policyholder insured under the Transferring Policies shall as and from the Scheme Effective Date become entitled in substitution of any rights enforceable by or available to him under his policy(ies) against the Transferor to the same right or rights against the Transferee and the obligations of such Policyholder shall as and from the Scheme Effective Date become enforceable (so far as still subsisting) by the Transferee in place of the Transferor.
- 3.6.2 The Transferee shall carry out, perform and complete all of the terms and conditions of the Transferring Policies.

4 Scheme Effective Date

- 4.1 Subject to clause 4.2, this Scheme shall become operative at 00.01 on 1 April 2023 (Finnish Time) or such other time and date as may be specified in the Order and unless this Scheme shall become operative on or before 00.01 on 1 April 2023 (Finnish Time) or such later date as the Court may allow upon the application of the Transferor and the Transferee, this Scheme shall lapse.
- 4.2 Notwithstanding clause 4.1, this Scheme shall not become operative on the Scheme Effective Date unless:

- 4.2.1 the Court has approved the Scheme pursuant to the 1909 Act, the 1989 Act and the 2015 Regulations;
- 4.2.2 the Central Bank has given its consent or indicated that it has no objection to the Scheme; and
- 4.2.3 any other required regulatory approvals having been obtained from any other Regulatory Authority.

5 Effect of the Scheme

5.1 The transfer and vesting of the Transferring Assets and / or the Transferring Liabilities relating to any part of the Transferring Business shall not:

- 5.1.1 invalidate or discharge any contract, security or other thing;
- 5.1.2 require further registration in respect of any security or charge;
- 5.1.3 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 any of, or all of, the Transferor is a party or is bound;
- 5.1.4 entitle any party to a contract or arrangement to which any of, or all of, 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; and
- 5.1.5 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 any of, or all of, the Transferor is a party where such greater or lesser rights, benefits or obligations would not otherwise have been conferred or imposed.

6 Further Assurances

6.1 The Parties to this Scheme shall take all reasonable steps, do such further acts and execute such documents as may be necessary to effect the transfer and the vesting of the Transferring Business in the Transferee, in accordance with the terms of this Scheme.

6.2 In respect of the Residual Assets, the Residual Liabilities and the Residual Policies, the Transferor and the Transferee shall, following the Scheme Effective Date, use their respective reasonable best efforts to procure, as soon as practicable, any consents (including deemed consents) or waivers and take any additional steps as determined by the Court required in order to effect the transfer of any Residual Assets, Residual Liabilities and Residual Policies from the Transferor to the Transferee on a Subsequent Transfer Date.

7 **Books and Records**

On and with effect from the Scheme Effective Date, the Transferor shall hand over and / or make available to the Transferee all Records relating to the Transferring Business and which are not otherwise in the Transferee's possession.

8 **Data Protection**

8.1 On and with effect from the Scheme Effective Date and by virtue of the Order, the Records, which may include Policyholder Data protected under the Data Protection Laws, shall be transferred to the Transferee (such that the Transferee shall be deemed to be the Data Controller of the Policyholder Data from the Scheme Effective Date), 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 Transfer for all purposes in connection with the Transferring Policies including, in particular, administration thereof and all matters relevant or incidental thereto.

8.2 To the extent that an authority has been given to the Transferor in connection with the Transferring Policies (or any of them) by the Policyholders (or any of them) or counterparty thereto or by any other relevant person, whether pursuant to Data Protection Laws or otherwise, such authority shall, on or after the Scheme Effective Date, be deemed to have been given to the Transferee.

8.3 Nothing in this clause 8 shall be effective to the extent it would be unlawful under, or inconsistent with, Data Protection Laws.

9 **Mandates and Other Instructions**

9.1 Any mandate or other instruction in force on the Scheme Effective Date (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 Scheme Effective Date (and in the case of the Residual Policies, from the respective Subsequent Transfer Date), take effect as if it had provided for and authorised such payment to the Transferee.

- 9.2 Any mandate or other instruction in force on the Scheme Effective Date 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 Scheme Effective Date (and in the case of the Residual Policies, from the respective Subsequent Transfer Date), continue in force as an effective authority to the Transferee.
- 9.3 All premiums attributable or referable to the Transferring Policies shall from the Scheme Effective Date be payable to the Transferee.

10 **VAT**

- 10.1 Any amounts of other consideration payable under or in connection with this Scheme are exclusive of any VAT. It is the common understanding of the Transferor and the Transferee that the transfer of the Transferring Business shall be considered without any doubt as a transfer of an undertaking capable of carrying out an independent business activity for value added tax purposes and that all the requirements in order to consider the transaction as a transfer of an ongoing concern, according to article 19 and 29 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and the relevant legislation implementing such articles in the relevant EU jurisdiction are fulfilled. The Transferor and the Transferee will use their respective reasonable endeavours to ensure that this is the case, but notwithstanding the foregoing, if any value added tax is held to be payable then the provisions of clause 13.5 of the Framework Agreement shall apply.

11 **Costs and Expenses**

- 11.1 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 shall be borne jointly by the Transferor and the Transferee in equal proportions (except in relation to the costs of the Transferor and Transferee's legal advisors which shall be borne by

the Transferee and Transferor themselves respectively). No costs or expenses shall be borne by the Policyholders.

12 Continuity of Proceedings

12.1 On and with effect from the Scheme Effective Date, any judicial, quasi-judicial or arbitration proceedings or any complaint or claim to any ombudsman or other proceedings for the resolution of a dispute or claim (whether current or future) by or against the Transferor on the Scheme Effective Date in connection with the Transferring Business shall be continued by or against the Transferee. It being understood that the Transferee is entitled to intervene in the relevant proceeding and the Transferor can request its exclusion from the proceeding (due to Transferee's intervention). The Transferor remains entitled to all defences, claims, counterclaims and rights of set-off in relation to any such proceedings.

12.2 On and with effect from the Subsequent Transfer Date, all actual and potential Proceedings by or against the Transferor in connection with the relevant Residual Assets, the relevant Residual Liabilities and / or the relevant Residual Policies shall be continued by or against the Transferee. It being understood that the Transferee is entitled to intervene in the relevant proceeding and the Transferor can request its exclusion from the proceeding (due to Transferee's intervention). The Transferor remains entitled to all defences, claims, counterclaims and rights of set-off in relation to such Residual Assets and Residual Liabilities.

13 Publication and Notification Requirements

13.1 The Transferor and the Transferee shall co-operate to publish appropriate pre-transfer and post-transfer notices in each case as required by any Applicable Law, the Order or by any Regulatory Authority.

14 Notices

14.1 Any notice required to be given by either Party under this Scheme shall be in writing, in English and signed by or on behalf of the person giving it and may be delivered by hand, sent by recorded delivery post, by courier or sent by email, to the relevant Party to the or to such other address as the addressee may have notified for the purposes of this clause.

14.2 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:

For Transferor:

Address: AmTrust International Underwriters DAC, 6-8
College Green, Dublin 2, Ireland

Telephone: +353 1 775 2900

Attention: Jonathan O'Brien

Email: Jonathan.OBrien@amtrustgroup.com

With a copy (which shall not constitute notice) to: Elaine Long, Matheson LLP
Matheson LLP, 70 Sir John Rogerson's Quay,
Dublin 2, D02 R296, Ireland

Email: elaine.long@matheson.com

For Transferee:

Address: Bothnia International Insurance Company
Limited, Ruoholahdenkatu 8, FI-00180
Helsinki, Finland

Attention: Juha Nora

Email: Juha.nora@compre-group.com

With a copy to: Compre Holdings Limited, 5th Floor, 2
Seething Lane, London, EC3N 4AT

Attention: Company Secretary

And a copy (which shall not constitute notice) to: Caroline Hobbs
Compre Group, 5th Floor, 2 Seething Lane,
London, EC3N 4AT

Email: caroline.hobbs@compre-group.com

15 **Modifications or Additions**

15.1 The Transferor and the Transferee may consent for and on behalf of themselves, and may consent on behalf of all other persons concerned (other than the Regulatory Authorities) to any amendment, modification of or addition to this Scheme or to any other further condition or provision effecting the same which the Court may approve or impose prior to the sanction of this Scheme.

15.2 After the Scheme Effective Date, 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:

15.2.1 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

15.2.2 such application shall be accompanied by a report from an independent actuary to the effect that in his opinion the proposed amendment will not materially adversely affect the interests of the Policyholders affected by the proposed amendment; and

15.2.3 to the extent any such variation affects any right, obligation or interest of the Transferor, the Transferor has consented thereto.

15.3 If the consent of the Court is granted in accordance with clause 15.2, the Transferee may amend the terms of this Scheme in accordance with the terms of the Court.

16 **Governing Law**

16.1 This Scheme shall be governed by and construed in accordance with the laws of Ireland and the Parties agree to submit to the exclusive jurisdiction of the Irish courts

17 **No Third Party Rights**

17.1 Subject to the provisions of clause 15 (Modifications or Additions) 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.

18 Successor and Assigns

18.1 This Scheme will bind and enure to the benefit of the successors and assigns of each of the Transferor and the Transferee.

19 Evidence of Transfer

19.1 The production of a copy of the Order, with any modifications, amendments and/or additions made pursuant to clause 15 (Modifications or Additions) shall, for all purposes, be evidence of the transfer to and vesting in the Transferee of the Transferring Business.

Schedule 1

Transferring Policies

Policy Number	Unique Policy Identifier	Mac Number	Country
FROMM0900077	100002	753639	FRANCE
FROMM1100455	100126	1719513	FRANCE
FROMM1200455	100273	1719513	FRANCE
FROMM1201050	100274	1719514	FRANCE
FROMM1201061	100275	1719515	FRANCE
FROMM1201062	100276	1719517	FRANCE
FROMM1200814	100277	1719518	FRANCE
FROMM1201077	100278	1719519	FRANCE
FROMM1201078	100279	1719520	FRANCE
FROMM1201162	100309	2153184	FRANCE
FROMM1201208	100325	2363048	FRANCE
FROMM1201221	100350	2925135	FRANCE
FROMM1301078	100411	1719520	FRANCE
FROMM1301077	100412	1719519	FRANCE
FROMM1300814	100413	1719518	FRANCE
FROMM1301062	100414	1719517	FRANCE
FROMM1301061	100415	1719515	FRANCE

FROMM1301050	100416	1719514	FRANCE
FROMM1300455	100417	1719513	FRANCE
FROMM1301221	100437	2925135	FRANCE
FROMM1201405	100447	3916043	FRANCE
FROMM1201424	100448	3916044	FRANCE
FROMM1201418	100449	3921646	FRANCE
FROMM1201420	100450	3916045	FRANCE
FROMM1201451	100451	3916046	FRANCE
FROMM1401415	100452	3916047	FRANCE
FROMM120140	100453	3916048	FRANCE
FROMM1201404	100454	3916050	FRANCE
FROMM1201422	100456	3916051	FRANCE
FROMM1201410	100457	3916052	FRANCE
FROMM1201414	100458	3916053	FRANCE
FROMM1201416	100459	3916054	FRANCE
FROMM1201407	100460	3916055	FRANCE
FROMM1201417	100461	3916056	FRANCE
FROMM1201408	100462	3916058	FRANCE
FROMM1201389	100463	3916059	FRANCE
FROMM1201499	100465	3958732	FRANCE
FROMM1201423	100467	3958734	FRANCE

FROMM1301162	100471	2153184	FRANCE
FROMM1301612	100485	4823064	FRANCE
FROMM1301208	100520	2363048	FRANCE
FROMM1301697	100525	5180176	FRANCE
FROMM1301761	100538	5587463	FRANCE
FROMM1301612A	100563	4823064	FRANCE
FROMM1400814	100566	1719518	FRANCE
FROMM1401077	100567	1719519	FRANCE
FROMM1401078	100568	1719520	FRANCE
FROMM1401062	100569	1719517	FRANCE
FROMM1401061	100570	1719515	FRANCE
FROMM1401050	100571	1719514	FRANCE
FROMM1400455	100572	1719513	FRANCE
FROMM1401221	100573	2925135	FRANCE
FROMM1401424	100585	3916044	FRANCE
FROMM1401420	100586	3916045	FRANCE
FROMM1401451	100587	3916046	FRANCE
FROMM1401405	100588	3916043	FRANCE
FROMM1401845	100589	5902382	FRANCE
FROMM1401828	100590	5902384	FRANCE
FROMM1401847	100591	5902386	FRANCE

FROMM1401905	100592	5902387	FRANCE
FROMM1401865	100593	5902389	FRANCE
FROMM1401415	100598	3916047	FRANCE
FROMM1401418	100599	3921646	FRANCE
FROMM1401407	100600	3916055	FRANCE
FROMM1401410	100601	3916052	FRANCE
FROMM1401416	100605	3916054	FRANCE
FROMM1401414	100606	3916053	FRANCE
FROMM1401422	100607	3916051	FRANCE
FROMM1401417	100608	3916056	FRANCE
FROMM1401389	100609	3916059	FRANCE
FROMM1401408	100610	3916058	FRANCE
FROMM1401423	100611	3958734	FRANCE
FROMM1401499	100612	3958732	FRANCE
FROMM1401404	100616	3916050	FRANCE
FROMM140140	100617	3916048	FRANCE
FROMM1401162	100675	2153184	FRANCE
FROMM01402023	100676	6422710	FRANCE
FROMM1402304	100704	7006137	FRANCE
FROMM1401208	100705	2363048	FRANCE
FROMM1401761	100741	5587463	FRANCE

FROMM1401697	100749	5180176	FRANCE
FROMM1401612	100753	4823064	FRANCE
FROMM01402023B	100761	6422710	FRANCE
FROMM1501423	100775	3958734	FRANCE
FROMM1501408	100776	3916058	FRANCE
FROMM1501417	100777	3916056	FRANCE
FROMM1501414	100778	3916053	FRANCE
FROMM1501410	100779	3916052	FRANCE
FROMM1501407	100780	3916055	FRANCE
FROMM1501418	100781	3921646	FRANCE
FROMM1501415	100782	3916047	FRANCE
FROMM1501865	100783	5902389	FRANCE
FROMM1501905	100784	5902387	FRANCE
FROMM1501847	100785	5902386	FRANCE
FROMM1501845	100786	5902382	FRANCE
FROMM1501405	100787	3916043	FRANCE
FROMM1501451	100788	3916046	FRANCE
FROMM1501420	100789	3916045	FRANCE
FROMM1501424	100790	3916044	FRANCE
FROMM1501221	100791	2925135	FRANCE
FROMM1501050	100792	1719514	FRANCE

FROMM1501061	100793	1719515	FRANCE
FROMM1501062	100794	1719517	FRANCE
FROMM1501078	100795	1719520	FRANCE
FROMM1501077	100796	1719519	FRANCE
FROMM1500814	100797	1719518	FRANCE
FROMM1500455	100800	1719513	FRANCE
FROMM1501422	100824	3916051	FRANCE
FROMM13092	100838	9210110	FRANCE
FROMM1501416	100840	3916054	FRANCE
FROMM1501389	100841	3916059	FRANCE
FROMM1501499	100842	3958732	FRANCE
FROMM150140	100843	3916048	FRANCE
13096	100845	9303340	FRANCE
FROMM1412304	100846	9303655	FRANCE
FROMM1501404	100847	3916050	FRANCE
FROMM1501162	100863	9415522	FRANCE
FROMM1502304	100903	7006137	FRANCE
FROMM1502015	100927	10153783	FRANCE
FROMM1502016	100929	10163277	FRANCE
FROMM1501208	100937	2363048	FRANCE
FROMM1501761	100969	5587463	FRANCE

FROMM1501612	101055	4823064	FRANCE
13096	101057	9303340	FRANCE
FROMM1412304	101058	9303655	FRANCE
FROMM160140	101059	3916048	FRANCE
FROMM1602016	101067	10163277	FRANCE
FROMM1601499	101068	3958732	FRANCE
FROMM1601389	101069	3916059	FRANCE
FROMM1601416	101070	3916054	FRANCE
FROMM1601422	101071	3916051	FRANCE
FROMM1601423	101076	3958734	FRANCE
FROMM1601408	101077	3916058	FRANCE
FROMM1601417	101078	3916056	FRANCE
FROMM1601414	101079	3916053	FRANCE
FROMM1601410	101080	3916052	FRANCE
FROMM1601407	101081	3916055	FRANCE
FROMM1501697	101083	5180176	FRANCE
FROMM01502023	101087	6422710	FRANCE
FROMM1601418	101088	3921646	FRANCE
FROMM13092	101090	9210110	FRANCE
FROMM1601415	101094	3916047	FRANCE
FROMM1601865	101095	5902389	FRANCE

FROMM1601847	101097	5902386	FRANCE
FROMM1601845	101098	5902382	FRANCE
FROMM1601905	101103	5902387	FRANCE
FROMM1601451	101104	3916046	FRANCE
FROMM1601420	101105	3916045	FRANCE
FROMM1601424	101106	3916044	FRANCE
FROMM1600814	101107	1719518	FRANCE
FROMM1601405	101141	3916043	FRANCE
FROMM1601050	101142	1719514	FRANCE
FROMM1601078	101161	1719520	FRANCE
FROMM1601221	101162	2925135	FRANCE
FROMM1602017	101163	12123248	FRANCE
FROMM1602018	101164	12123252	FRANCE
FROMM1601404	101165	3916050	FRANCE
FROMM1602015	101197	10153783	FRANCE
FROMM1601162	101218	9415522	FRANCE
FROMM1601208	101270	2363048	FRANCE
FROMM1602304	101272	7006137	FRANCE
FROMM1602019	101284	13767073	FRANCE
FROMM1501761	101342	5587463	FRANCE
FROMM1501612	101469	4823064	FRANCE

FROMM1602016	101470	10163277	FRANCE
FROMM01502023	101473	6422710	FRANCE
FROMM1501697	101474	5180176	FRANCE
FROMM1601050	101476	1719514	FRANCE
FROMM1412304	101503	9303655	FRANCE
13096	101504	9303340	FRANCE
FROMM1601404	101505	3916050	FRANCE
FROMM1601405	101506	3916043	FRANCE
FROMM1602019	101507	13767073	FRANCE
FROMM1601221	101508	2925135	FRANCE
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FROMM1601408	101510	3916058	FRANCE
FROMM1601905	101511	5902387	FRANCE
FROMM1601847	101512	5902386	FRANCE
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FROMM1601078	101515	1719520	FRANCE
FROMM1602017	101516	12123248	FRANCE
FROMM1601407	101517	3916055	FRANCE
FROMM1601499	101518	3958732	FRANCE
FROMM1602018	101519	12123252	FRANCE

FROMM1501697	101520	5180176	FRANCE
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FROMM1601417	101522	3916056	FRANCE
FROMM1601414	101523	3916053	FRANCE
FROMM1601416	101524	3916054	FRANCE
FROMM160140	101525	3916048	FRANCE
FROMM1600814	101526	1719518	FRANCE
FROMM1601845	101527	5902382	FRANCE
FROMM1601845	10152701	5902382	FRANCE
FROMM1700001	101536	15786503	FRANCE
FROMM1700002	101537	15786509	FRANCE
FROMM1700004	101538	15786511	FRANCE
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FROMM1601418	101574	3921646	FRANCE
FROMM13092	101575	9210110	FRANCE
FROMM1601415	101576	3916047	FRANCE
FROMM1602015	101670	10153783	FRANCE
FROMM1601162	101671	9415522	FRANCE
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FROMM1602304	101746	7006137	FRANCE
FROMM1501697	101750	5180176	FRANCE

FROMM1700004	101772	18855026	FRANCE
FROMM01502023	102148	6422710	FRANCE
FROMM1600814	102149	1719518	FRANCE
FROMM1601050	102150	1719514	FRANCE
FROMM160140	102151	3916048	FRANCE
FROMM1601417	102152	3916056	FRANCE
FROMM1601423	102153	3958734	FRANCE
FROMM1601414	102154	3916053	FRANCE
FROMM1601416	102155	3916054	FRANCE
FROMM1601847	102156	5902386	FRANCE
FROMM1601865	102157	5902389	FRANCE
13096	102158	9303340	FRANCE
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FROMM1602016	102160	10163277	FRANCE
FROMM1602018	102161	12123252	FRANCE
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FROMM1602017	102163	12123248	FRANCE
FROMM1601221	102164	2925135	FRANCE
FROMM1602019	102165	13767073	FRANCE
FROMM1700001	102166	15786503	FRANCE
FROMM1700002	102167	15786509	FRANCE

FROMM1700004	102168	15786511	FRANCE
FROMM1601905	102169	5902387	FRANCE
FROMM1601499	102170	3958732	FRANCE
FROMM1800002	102205	22137646	FRANCE
FROMM1800003	102206	22137647	FRANCE
FROMM1601422	102207	3916051	FRANCE
FROMM13092	102251	9210110	FRANCE
FROMM1601408	102292	3916058	FRANCE
FROMM1602015	102298	10153783	FRANCE
FROMM1601162	102299	9415522	FRANCE
FROMM1601845	102300	5902382	FRANCE
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FROMM1800004	102310	23296843	FRANCE
FROMM1700004	102439	18855026	FRANCE
FROMM1501697	102457	5180176	FRANCE
FROMM1602304	102534	7006137	FRANCE
FROMM1601845	102593	5902382	FRANCE
FROMM1601408	102597	3916058	FRANCE
FROMM1602016	102796	10163277	FRANCE
FROMM1600814	102898	1719518	FRANCE

FROMM1601050	102899	1719514	FRANCE
FROMM160140	102900	3916048	FRANCE
FROMM1601417	102901	3916056	FRANCE
FROMM1601423	102902	3958734	FRANCE
FROMM1601414	102903	3916053	FRANCE
FROMM1601416	102904	3916054	FRANCE
13096	102905	9303340	FRANCE
FROMM1602017	102906	12123248	FRANCE
FROMM1601221	102907	2925135	FRANCE
FROMM1602019	102908	13767073	FRANCE
FROMM1700001	102909	15786503	FRANCE
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FROMM1601847	102921	5902386	FRANCE
FROMM1800002	102922	22137646	FRANCE
FROMM1800003	102923	22137647	FRANCE
FROMM1900001	102924	27903603	FRANCE
FROMM1900002	102925	27903964	FRANCE

FROMM1800003	102926	27916804	FRANCE
FROMM1800004	102927	27916812	FRANCE
FROMM1800001	102928	23296767	FRANCE
FROMM1800005	102929	23296834	FRANCE
FROMM1800004	102930	23296843	FRANCE
FROMM1602304	102935	7006137	FRANCE
FROMM1800005	102973	28177800	FRANCE
FROMM1601162	103151	9415522	FRANCE
FROMM1602015	103174	10153783	FRANCE
FROMM1700004	103320	18855026	FRANCE
FROMM1501697	103321	5180176	FRANCE
13096	103633	9303340	FRANCE
FROMM1601847	103634	5902386	FRANCE
FROMM1601422	103635	3916051	FRANCE
FROMM1602017	103636	12123248	FRANCE
FROMM1601499	103637	3958732	FRANCE
FROMM1602019	103638	13767073	FRANCE
FROMM160140	103639	3916048	FRANCE
FROMM1601050	103640	1719514	FRANCE
FROMM1601417	103641	3916056	FRANCE
FROMM1601414	103642	3916053	FRANCE

FROMM1601416	103643	3916054	FRANCE
FROMM1700001	103644	15786503	FRANCE
FROMM1700004	103645	15786511	FRANCE
FROMM1800001	103646	23296767	FRANCE
FROMM1800004	103647	23296843	FRANCE
FROMM1800005	103648	23296834	FRANCE
FROMM1900001	103649	27903603	FRANCE
FROMM1900002	103650	27903964	FRANCE
FROMM1800003	103651	27916804	FRANCE
FROMM1800004	103652	27916812	FRANCE
FROMM1600814	103659	1719518	FRANCE
FROMM1601423	103667	3958734	FRANCE
FROMM2000001	103695	28790301	FRANCE
FROMM1412304	103696	9303655	FRANCE
FROMM2000002	103697	28790302	FRANCE
FROMM2000003	103698	28790303	FRANCE
FROMM2000004	103699	28790304	FRANCE
FROMM2000005	103700	28790305	FRANCE
FROMM2000006	103701	28790316	FRANCE
FROMM2000007	103702	28790318	FRANCE
FROMM2000008	103703	28790319	FRANCE

FROMM2000009	103704	28790322	FRANCE
FROMM2000010	103705	28790325	FRANCE
FROMM2000011	103706	28790329	FRANCE
FROMM2000012	103707	28790445	FRANCE
FROMM2000013	103708	28790457	FRANCE
FROMM2000015	103710	28790494	FRANCE
13256/7	103711	28790541	FRANCE
13256/8	103712	28790568	FRANCE
13256/9	103713	28790603	FRANCE
13256/10	103714	28790627	FRANCE
13257/1	103715	28791259	FRANCE
13257/2	103716	28791299	FRANCE
13257/3	103717	28791332	FRANCE
13257/4	103718	28791357	FRANCE
13258/1	103719	28791374	FRANCE
13258/2	103720	28791395	FRANCE
13258/3	103721	28791408	FRANCE
13258/4	103725	28794003	FRANCE
13258/5	103726	28794006	FRANCE
13260	103727	28794013	FRANCE
13261	103728	28794016	FRANCE

13254	103729	28794020	FRANCE
13264	103730	28794021	FRANCE
13265/1	103731	28794029	FRANCE
13265/2	103732	28794030	FRANCE
13265/3	103733	28794419	FRANCE
13265/4	103734	28794476	FRANCE
13266	103735	28794586	FRANCE
13266	103736	28794643	FRANCE
13268/1	103737	28794751	FRANCE
13268/2	103738	28794792	FRANCE
13268/3	103739	28794839	FRANCE
13269/2	103740	28794867	FRANCE
13269/1	103741	28794920	FRANCE
13270/1	103742	28794949	FRANCE
13270/2	103743	28794997	FRANCE
13271	103744	28795038	FRANCE
13272	103745	28795065	FRANCE
FROMM1601221	103747	2925135	FRANCE
13274/1	103748	28795163	FRANCE
13274/2	103749	28795229	FRANCE
13274/3	103750	28795264	FRANCE

13263/1	103751	28795290	FRANCE
13263/2	103752	28795301	FRANCE
FROMM1700002	103809	15786509	FRANCE
13262	103816	28862065	FRANCE
13258/4	103829	28886427	FRANCE
13259/2	103830	28886714	FRANCE
13259/3	103831	28886741	FRANCE
FROMM1602015	103883	10153783	FRANCE
FROMM1800003	103938	22137647	FRANCE
n/a	103945	29012338	FRANCE
FROMM1700004	103997	18855026	FRANCE
FROMM1501697	103998	5180176	FRANCE
13278-1	104012	29072828	FRANCE
13278-2	104013	29072864	FRANCE
13278-3	104014	29072948	FRANCE
13278-4	104015	29073004	FRANCE
13280-1	104051	32560	FRANCE
13280-2	104052	32941	FRANCE
13280-3	104053	33370	FRANCE
13280 - 4	104054	34044	FRANCE
13280-5	104055	35410	FRANCE

13262	104060	28862065	FRANCE
13223	104063	28177800	FRANCE
FROMM1601050	104064	1719514	FRANCE
FROMM1800001	104065	23296767	FRANCE
FROMM1800003	104070	27916804	FRANCE
FROMM1800004	104071	27916812	FRANCE
FROMM1700004	104072	15786511	FRANCE
FROMM2000001	104073	28790301	FRANCE
FROMM2000002	104074	28790302	FRANCE
FROMM2000003	104075	28790303	FRANCE
FROMM2000004	104076	28790304	FRANCE
FROMM2000005	104077	28790305	FRANCE
FROMM1602017	104078	12123248	FRANCE
FROMM1601417	104079	3916056	FRANCE
FROMM1601414	104080	3916053	FRANCE
FROMM2000006	104081	28790316	FRANCE
FROMM2000007	104082	28790318	FRANCE
FROMM2000008	104083	28790319	FRANCE
FROMM2000009	104084	28790322	FRANCE
13254	104085	28794020	FRANCE
13268/1	104086	28794751	FRANCE

13266	104087	28794643	FRANCE
FROMM1412304	104088	9303655	FRANCE
13268/2	104089	28794792	FRANCE
13268/3	104090	28794839	FRANCE
13270/1	104091	28794949	FRANCE
13270/2	104092	28794997	FRANCE
13271	104093	28795038	FRANCE
13272	104094	28795065	FRANCE
FROMM1601221	104096	2925135	FRANCE
13274/1	104097	28795163	FRANCE
13274/3	104098	28795264	FRANCE
13263/1	104099	28795290	FRANCE
13263/2	104100	28795301	FRANCE
13266	104101	28794586	FRANCE
13258/1	104102	28791374	FRANCE
13258/2	104103	28791395	FRANCE
13258/5	104104	28794006	FRANCE
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FROMM2000011	104106	28790329	FRANCE
FROMM2000012	104107	28790445	FRANCE
FROMM2000013	104108	28790457	FRANCE

FROMM2000015	104110	28790494	FRANCE
13256/7	104111	28790541	FRANCE
13256/8	104112	28790568	FRANCE
13256/9	104113	28790603	FRANCE
13256/10	104114	28790627	FRANCE
13257/1	104115	28791259	FRANCE
13257/2	104116	28791299	FRANCE
13257/3	104117	28791332	FRANCE
13257/4	104118	28791357	FRANCE
13260	104119	28794013	FRANCE
13261	104120	28794016	FRANCE
13264	104121	28794021	FRANCE
13265/1	104122	28794029	FRANCE
13265/2	104123	28794030	FRANCE
13265/3	104124	28794419	FRANCE
13265/4	104125	28794476	FRANCE
13269/2	104126	28794867	FRANCE
13269/1	104127	28794920	FRANCE
n/a	104128	29012338	FRANCE
13278-1	104129	29072828	FRANCE
13278-2	104130	29072864	FRANCE

13278-3	104131	29072948	FRANCE
13278-4	104132	29073004	FRANCE
13280-2	104133	29180459	FRANCE
13280-3	104134	29180500	FRANCE
13280 - 4	104135	29180568	FRANCE
13280-5	104136	29180690	FRANCE
13280-1	104137	29180416	FRANCE
13223	104138	28177800	FRANCE
FROMM1601847	104139	5902386	FRANCE
FROMM1601422	104140	3916051	FRANCE
FROMM1900001	104141	27903603	FRANCE
FROMM1900002	104142	27903964	FRANCE
13258/3	104143	28791408	FRANCE
13258/4	104144	28886427	FRANCE
13259/2	104145	28886714	FRANCE
13259/3	104146	28886741	FRANCE
13278-8	104148	29489551	FRANCE
13263-3	104149	29489552	FRANCE
13263-4	104150	29489553	FRANCE
13263-5	104151	29489993	FRANCE
13263-6	104152	29489995	FRANCE

13263-7	104153	29489996	FRANCE
FROMM1800004	104154	23296843	FRANCE
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13258/4	104156	28794003	FRANCE
13319-1	104157	29527420	FRANCE
13319-1	104158	29527426	FRANCE
13321-2	104159	29527428	FRANCE
13321-2	104160	29527429	FRANCE
13323	104161	29527434	FRANCE
13321-2	104162	29527443	FRANCE
13319-1	104163	9303340	FRANCE
13319-1	104164	3958732	FRANCE
13324-2	104165	29541165	FRANCE
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13324-4	104167	29541168	FRANCE
13324-6	104169	29541172	FRANCE
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13324-9	104172	29544104	FRANCE
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13325-2	104175	29544111	FRANCE

13326-1	104176	29544115	FRANCE
13326-2	104177	29544117	FRANCE
13326-3	104178	29544389	FRANCE
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13326-6	104181	29544396	FRANCE
13326-7	104182	29544397	FRANCE
13327-1	104183	29544399	FRANCE
13327-2	104184	29544400	FRANCE
13327-3	104185	29544401	FRANCE
13327-3	104186	29544403	FRANCE
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13329-2	104189	29544407	FRANCE
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13329-5	104191	29544413	FRANCE
13329-5	104192	29544415	FRANCE
13329-5	104193	29544417	FRANCE
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13329-5	104195	29544420	FRANCE
13333 -2	104196	29544421	FRANCE

13333 -2	104197	29544422	FRANCE
13324-11	104198	15786503	FRANCE
13274/2	104204	28795229	FRANCE
FROMM1602015	104206	10153783	FRANCE
13261 – 2	104207	29792163	FRANCE
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13278-5	104222	30393289	FRANCE
13278-9	104224	30393333	FRANCE
13278-10	104225	30393354	FRANCE
13326-8	104226	30393396	FRANCE
13330 -2	104227	30393422	FRANCE
13331 -1	104228	30393752	FRANCE
13262	104229	28862065	FRANCE
13263-3	104230	29489552	FRANCE
13263-4	104231	29489553	FRANCE
13263-5	104232	29489993	FRANCE
13263-6	104233	29489995	FRANCE
13263-7	104234	29489996	FRANCE
13278-1	104235	29072828	FRANCE
13278-2	104236	29072864	FRANCE

13278-3	104237	29072948	FRANCE
13278-4	104238	29073004	FRANCE
13278-8	104240	29489551	FRANCE
13280-1	104241	29180416	FRANCE
13280-2	104242	29180459	FRANCE
13280-3	104243	29180500	FRANCE
13280 - 4	104244	29180568	FRANCE
13280-5	104245	29180690	FRANCE
13319-1	104255	3958732	FRANCE
13319-1	104256	9303340	FRANCE
13319-1	104257	29527420	FRANCE
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13321-2	104259	29527428	FRANCE
13321-2	104260	29527429	FRANCE
13321-2	104261	29527443	FRANCE
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13324-4	104264	29541168	FRANCE
13324-6	104266	29541172	FRANCE
13324-6	104267	29541180	FRANCE
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13329-1	104273	29544404	FRANCE
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13333 -2	104276	29544422	FRANCE
13329-2	104277	29544406	FRANCE
13326-4	104278	29544393	FRANCE
13325-2	104279	29544111	FRANCE
13326-3	104280	29544389	FRANCE
13324-11	104281	15786503	FRANCE
13326-7	104282	29544397	FRANCE
13329-2	104283	29544407	FRANCE
13326-4	104284	29544392	FRANCE
13326-1	104285	29544115	FRANCE
13333 -2	104286	29544421	FRANCE
13326-6	104287	29544396	FRANCE
13329-5	104288	29544415	FRANCE
13329-5	104289	29544417	FRANCE
13329-5	104290	29544413	FRANCE

13327-3	104291	29544401	FRANCE
13323	104292	29527434	FRANCE
13327-2	104293	29544400	FRANCE
13327-3	104294	29544419	FRANCE
13327-3	104295	29544403	FRANCE
13327-1	104296	29544399	FRANCE
13273	103746	28795100	FRANCE
13273	104095	28795100	FRANCE
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FROMM2000014	104109	28790476	FRANCE
13278-6	104147	29489550	FRANCE
13278-7	104223	30393312	FRANCE
13324-11			FRANCE
13324-5			FRANCE
FROMM13092	100838	9210110	FRANCE
FROMM13092	101090	9210110	FRANCE
FROMM13092	101575	9210110	FRANCE
FROMM13092	102251	9210110	FRANCE

THE HIGH COURT
2022 Record No. **COS**

**IN THE MATTER OF AMTRUST
INTERNATIONAL UNDERWRITERS
DESIGNATED ACTIVITY COMPANY**

**AND IN THE MATTER OF BOTHNIA
INTERNATIONAL INSURANCE
COMPANY LIMITED**

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

AND THE INSURANCE ACT 1989

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

SCHEME

MATHESON LLP
70 Sir John Rogerson's Quay
Dublin 2
Ireland
ELCA/CM 658088/195
TEL: + 353 1 232 2000
FAX: +353 1 232 3333