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SUPREME COURT OF BARBADOS IN THE HIGH COURT OF JUSTICE

**CLAIM NO** 

1226/2010

**IN THE MATTER** of an Application by the Supervisor of Insurance of Barbados for an Order that British-American Insurance Company (Barbados) Limited be placed under Judicial Management;

**AND IN THE MATTER** of the Insurance Act, Cap. 310;

**AND IN THE MATTER** of the Companies Act, Cap. 308.

#### **BETWEEN**

FINANCIAL SERVICES COMMISSION (Amended pursuant to the Order of This Honourable Court made on the 4<sup>th</sup> of May 2011)

**PETITIONER** 

AND

BRITISH-AMERICAN INSURANCE COMPANY (BARBADOS) LIMITED

RESPONDENT

FINAL REPORT OF THE JUDICIAL MANAGER OF THE RESPONDENT

MARCH 14, 2016

Clarke Gittens Farmer Attorneys-at-Law



# British American Insurance Company (Barbados) Limited ('BAICO' or 'the Company')

Final Report including the JM's recommended course for BAICO's Life and Annuity Policies

(Pursuant to Section 61 of the Insurance Act CAP. 310, Barbados Law)

KPMG Transactions and Restructuring Limited
March 14, 2016
This report contains 26 pages and 13 Appendices



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# 1 Important Notice

### 1.1 Basis of Report

On September 30, 2010, Mr. David Holukoff, a Director of KPMG, Hastings, Christ Church, Barbados was appointed as Judicial Manager (the 'JM') of British American Insurance Company (Barbados) Limited's ('BAICO' or 'the Company') operations, by an Order of the Supreme Court of Barbados (the 'Order'), pursuant to S.57(1)(b) of the Insurance Act, CAP. 310 of the Laws of Barbados (the 'Insurance Act').

The Court subsequently appointed KPMG Transactions and Restructuring Limited ('KPMG T&R'), as JM acting through Lisa A. Taylor and Michael Edghill, both Managing Directors of this company, on November 20, 2012.

Under the terms of the Order, the JM provided an interim report on the operations of the Company to the Supreme Court of Barbados dated November 1, 2010 ('the Interim Report') and four subsequent reports dated December 30, 2010 ('the Report'), September 8, 2011 ('the Further Report'), October 15, 2012 ('the Second Further Report') and September 10, 2013 ('the Third Further Report').

This report is intended to form the JM's final report to the Court, pursuant to Section 61 of the Insurance Act and provides a solution for BAICO's remaining polices.

All amounts referenced in this Report are denominated in Barbados Dollars (\$) unless otherwise stated.

A glossary of terms used in this report is set out in Appendix 1.



#### 1.2 Disclaimer

This report is prepared solely for the use and reliance of the Supreme Court of Barbados and the Financial Services Commission of Barbados pursuant to and in accordance with the provisions of the Insurance Act under Barbados Law.

This report may not be copied or disclosed to any third party or otherwise be quoted or referred to, in whole or in part, without the JM's prior written consent. In the event that this report is obtained by a third party or used for any purpose other than in accordance with its statutory purpose, any such party relying on the report does so entirely at their own risk and shall have no right of recourse against the JM, KPMG, KPMG T&R and its affiliated entities, its partners, directors, employees, professional advisers or agents.

Neither the JM, KPMG, KPMG T&R and its affiliated entities, its partners, directors, employees, professional advisers or agents accept any liability or assume any duty of care to any third party (whether it is an assignee or successor of another third party or otherwise) in respect of this report or the information contained therein.

Work undertaken to prepare this report has been based primarily on:

- Information obtained from the Company's books and records;
- Information provided to the JM by the Company's Management;
- Information provided by third party service providers engaged by the JM;
- Representations made to the JM by the Company's Management;
- Information provided to the JM by BA Management Services Limited based in Trinidad and Tobago ('BAICO TT'), where most of the Company's back office operations are conducted; and
- The actuarial report at the Valuation Date prepared by Eckler (see Appendix 11).

This information has not been subject to an audit and where the JM has relied on independent evidence it has accepted the reliability thereof on the face of the information provided. Where indicated, certain figures in this report are estimates, which may be subject to change, including possible significant adjustment, in the future. Any listed assets and liabilities represent the most accurate data currently available to the JM. However, it should be noted that the amounts can only be finally determined after the Bar Date expires given that there is potential for change due to unknown policies and liabilities to be notified to the JM during that period.

Neither the Company's Directors nor Company Management, nor BAICO TT have confirmed the factual accuracy of this report.

# 2 Executive Summary

### 2.1 Background to this report

- On September 30, 2010 (the 'Appointment Date'), BAICO was placed into Judicial Management, pursuant to Section 57 of the Insurance Act of Barbados ('the Insurance Act'), on the grounds that:
  - 1. The Company was in financial difficulties and unable to pay policyholders liabilities as they became due;
  - 2. The Company's assets were not sufficient to adequately protect policyholders and creditors; and
  - 3. The appointment of a Judicial Manager would be in the interest of the policyholders and the public.
- KPMG Transactions and Restructuring Limited, acting through Lisa A. Taylor and Michael Edghill, currently acts as the Judicial Manager (the 'JM').
- The JM's role under Section 61 of the Insurance Act has been to conduct the management of the Company with the greatest economy compatible with efficiency and to identify courses which it believes to be most advantageous to the general interest of the policyholders of the Company. See Section 7, for further information.
- Upon being placed into Judicial Management it was quickly ascertained that the Company was insolvent and unable to meet its liabilities in full. The Company's insolvency shaped the JM's management of the Company and the efforts to identify suitable courses for the policyholders.
- The policies written by the Company fell into two broad portfolios ('Portfolios'):
  - 1. Health, Property and Personal Accident insurance based policies ('Health, Property and Personal Accident Policies/Policyholders'); and
  - 2. Life and Annuity policies offering long term insurance ('Life and Annuity Policies/Policyholders').

#### **Health, Property and Personal Accident Policies**

■ The JM ran a sale process early in 2011 which sought to identify potential third party insurers for the purchase of BAICO's above Portfolios. There was significant interest in the Health, Property and Personal Accident Policies and the JM recommended that these policies be addressed as quickly as possible given that their nature meant that some policyholders would require immediate attention (for example, a pay-out on a health or property claim). In light of that nature there was also a risk that the Health, Property and Personal Accident Policyholders would have been quick to seek alternative coverage which would have devalued these policies and reduced their attractiveness to a potential purchaser.



- Out of the third parties who were interested in the Health, Property and Personal Accident Policies the JM, with the consent of the FSC, sought the Court's approval to enter into Insurance Substitution Agreements ('ISAs') with Sagicor Life Inc. and Sagicor General Insurance Inc. ('SLISGII') because they could provide competitive compensation and demonstrated immediate staffing and infrastructure capability to facilitate the ISAs.
- The Court granted leave on November 25, 2011 for the JM to enter into the ISAs by which these policyholders were given the offer of substituted coverage. Those ISAs were executed on December 1, 2011. See Appendix 8 for further information.

#### **Life and Annuity Policies**

- Having addressed the immediate and pressing concerns regarding the Health, Property and Personal Accident Policyholders, the JM was subsequently in a position to focus on settling a course of action for the Life and Annuity Policies.
- The JM was advised that the Life and Annuity Policies had access to the Company's Statutory Fund assets, however, it was quickly determined that the Statutory Fund was insolvent insofar as its assets could not meet its liabilities under the Life and Annuity Policies. This meant that any solution for these policies would be more complicated and would take a longer time to achieve than for other types of policy.
- Notwithstanding, as a result of the sale process run in early 2011, the JM had identified that Sagicor Life Inc. ('Sagicor') was also interested in the Life and Annuity Policies. The JM reported that Sagicor had a financial capacity and insurance background that made it appear suitable to acquiring the Life and Annuity Policies. Through an extensive process of negotiation between the JM and Sagicor including actuarial calculations and review of policy data it was ultimately agreed that Sagicor would take a transfer, subject to the Court's approval, of the Life and Annuity Policies and BAICO's Statutory Fund assets to support the liabilities under those policies.
- Given the insolvency of the Statutory Fund the JM also sought support from the Government of Barbados ('GOB') to fund the deficit with the goal being to minimize any reduction in the values of the Life and Annuity Policies once they were transferred to Sagicor. Once the GOB confirmed its support in principle, further negotiations to determine the level and nature of that support were necessary.
- At this point the JM has been able to agree the terms of a Sale and Purchase Agreement ('SPA') with Sagicor for the transfer of the Life and Annuity Policies together with the support from the GOB to fund the shortfall in the Statutory Fund.
- In the circumstances the JM's recommended course pursuant to Section 61(1)(a) of the Insurance Act for BAICO's Life and Annuity Policyholders will be a transfer of those policies to Sagicor pursuant to the terms of a Transfer Scheme which are discussed below.



- This report deals primarily with the recommended transfer of the Life and Annuity Policies, but will also make reference to the proposed wind-up of the remaining assets of the Company.
- This report constitutes the JM's final report under Section 61 of the Insurance Act by which the JM is recommending the following courses of action (together referred to as 'the Solution'):
  - 1. The transfer of the Life and Annuity Policies to Sagicor pursuant to the terms of a Transfer Scheme annexed to this report at Appendix 12; and
  - 2. The winding-up of the Company after completion of the said transfer pursuant to section 61(1)(c) of the Insurance Act. See Section 6 for further information.

### 2.2 The recommended course for the Life and Annuity Policies

#### 2.2.1 Why is a Solution needed?

- As stated above, the Company was deemed insolvent with insufficient assets to meet its liabilities both generally and to its policyholders.
- Under Section 25(4) of the Insurance Act, "Every company carrying on long-term insurance business in Barbados shall place in trust assets equal to its liability and contingency reserves with respect to its Barbadian policy-holders as established by the balance sheet of the company as at the end of its last financial year". This creates a statutory trust for assets specifically pledged to the benefit of the Company's long-term insurance policies which in the case of BAICO are its Life and Annuity Policies (the 'Statutory Fund').
- As well as being insolvent as a company, BAICO's Statutory Fund was insufficient to meet its liabilities under the Life and Annuity Policies, and was therefore also deemed to be insolvent. Based on a reassessment of the value of assets and liabilities, as at the Appointment Date, the assets of the Statutory Fund were worth less than approximately 50% of the liabilities they were required to meet. Aside from the Statutory Fund there are minimal other assets available to policyholders or to general creditors of the Company.
- Not all of the groups of policyholders have access to the Statutory Fund. The legal advice obtained by the JM indicates that the Statutory Fund assets are only held to the benefit of individual Life and Annuity Policyholders. This therefore excludes corporate deposit holders, BAICO's own pension plan members and Health, Property and Personal Accident Policyholders from the assets of the Statutory Fund, as well as any claims from other non-policy based creditors such as goods and service suppliers to the Company. See Appendix 5 for further information.
- The trust status created by the Statutory Fund for the Life and Annuity Policies means that the recommended course for these policyholders is specific to that group.



#### 2.2.2 Preservation Phase

- While the JM sought solutions for BAICO's policyholders, it also sought to establish and preserve the value of the assets of the Company (including those in the Statutory Fund), and to ascertain the quantum of monies owed by the Company. The JM refers to this period as the "Preservation Phase".
- During the Preservation Phase, the JM continued to accept premiums from policyholders because it maximized the chances of achieving the best possible solution one that enabled policyholders to continue their cover, albeit likely to be with another insurer. It similarly increased the attractiveness of the policy Portfolios to a potential purchaser.
- Since the JM could not be sure that an alternative to a liquidation of the Company was achievable, those policyholder premiums were segregated. If an alternative to liquidation was not available, these premiums would have been refunded to policyholders.
- During the Preservation Phase, the JM did not pay any claims or accept any policy surrenders.

#### 2.2.3 Negotiations with Sagicor for transfer of the Life and Annuity Policies

- The JM is of the opinion that the best possible outcome for the Life and Annuity Policyholders is the transfer of their policies on as similar terms as possible to another insurance provider.
- However, the key challenge to achieving such a transfer has been the large deficit in the Statutory Fund assets held in support of the Life and Annuity policies. This is because a transferee of the Life and Annuity Policies would be required under the Insurance Act to maintain a fully subscribed Statutory Fund once those policies are transferred. Therefore the transfer of assets to support the transferring policy liabilities would be subject to a deficit and it would not have been realistic to expect another insurer to provide sufficient assets to meet such a large deficit.
- The JM also faced an understandable reluctance from potential insurance providers to be associated with a solution where there were going to be large levels of write downs in policy values even though this was a result of the Company's historic financial position. The JM pursued financial assistance from the GOB in an effort to reduce or eliminate those write downs but it was not initially clear whether that support would be forthcoming. The JM therefore proceeded with extensive negotiations with the interested Transferee, Sagicor, who recognized the importance of putting coverage in place for BAICO's Life and Annuity Policyholders.
- As a result of those negotiations Sagicor had initially agreed to take a transfer of the Life and Annuity Policies with a provision that the values of those policies would be reduced to match the assets available in the Statutory Fund.



- The JM and Sagicor proceeded on this course and had agreed the terms of an Initial Sale and Purchase Agreement ('ISP') which included mechanisms to reduce policy values to match the level of assets in the Statutory Fund. The JM went to Court and obtained an order on February 27, 2014 giving leave to enter the ISP.
- Nevertheless, the JM had maintained throughout that a course of action where the deficit and reduction in policy values could be substantially decreased or removed would be optimal. Subsequent to obtaining the leave to enter the ISP, the JM engaged in further discussions with the GOB to try and confirm its potential financial support. On April 11, 2014 the JM presented a paper to the GOB outlining the estimated quantum of support to eliminate the reduction to policy values. A meeting with the Ministry of Finance was held on July 14, 2014 wherein the JM received positive indications that full support from the GOB would be forthcoming. The Ministry of Finance requested certain further documentation which the JM subsequently compiled and submitted. Thereafter the JM had further positive meetings with the Ministry of Finance on August 6, 2014 and with the Cabinet of the GOB on October 16, 2014.
- Subsequently, in late October 2014, the JM received confirmation from the GOB that it would support a fully funded Solution based on the JM's estimates at that time. The confirmation from the GOB required that revisions be made to the ISP, particularly given that the mechanisms intended to deal with matching policy liabilities to assets were removed on account of the GOB support. The JM and Sagicor undertook negotiations regarding the required revisions to the ISP which became the terms of the current Sale and Purchase Agreement ('SPA').
- In the course of preparing the SPA the JM interacted with the GOB to ascertain certain details of the support in order to facilitate further negotiations with Sagicor. The GOB support includes the provision of GOB bonds to Sagicor to make up the shortfall between policy liabilities and the transferring Statutory Fund assets. In this regard the negotiations between the JM and Sagicor centred on the terms of the bonds. Sagicor had raised concerns about certain terms and the JM wrote to the GOB on January 16, 2015 to put forward Sagicor's proposed amendments. On March 3, 2015 the GOB confirmed acceptance of the amended terms of the bonds as proposed by Sagicor. This GOB confirmation put the JM in a position to continue its negotiations with Sagicor regarding the SPA. Negotiations continued regarding the valuation of the Life and Annuity Policies with the JM, Sagicor and their actuarial advisers working towards reaching an agreed valuation of the policy portfolio so as to finalize the level of policy liability and resulting asset value required for the GOB bonds.
- Sagicor was in a position to commence its due diligence process on July 1, 2015 whereby it analysed the Company's policy data and supporting documentation. The JM and Sagicor were subsequently able to agree the terms of the SPA. The SPA was executed by Sagicor, BAICO and the JM on December 21, 2015 after securing the Court's permission to do so on November 18, 2015. The SPA is the basis of the JM's recommended Solution for the transfer of Life and Annuity Policies to Sagicor.



■ The GOB's financial support will prevent large losses being incurred by each of the Life and Annuity Policyholders. The JM therefore strongly believes that the transfer to Sagicor will provide the best outcome for Life and Annuity Policyholders from both a financial and insurance coverage perspective.

### 2.3 How will the transfer of Life and Annuity Policies work?

#### 2.3.1 The Court process

This report sets out the wider proposal by the JM for BAICO's Life and Annuity Policies and it appends a scheme pursuant to which the Court may approve a transfer of those policies to Sagicor (the 'Transfer Scheme' which is attached as Appendix 12).

The JM intends to lay this report before the Court for its initial review and to obtain directions as to its inspection. Thereafter an application to Court will be filed together with a supporting affidavit seeking formal approval of the Solution and the Transfer Scheme. Under the provisions of Sections 60 - 62 of the Insurance Act, the JM is required to file a number of documents with the Court in order to obtain that approval. These documents are outlined below:

- 1. A report under Section 61 of the Insurance Act outlining what course of action, given the circumstances, is most advantageous to the general interest of policyholders of the Company and seeking an order accordingly. This is what this report represents;
- 2. A copy of the Transfer Scheme required to transfer all or any part of the insurance business pursuant to Section 61(1)(a). The Transfer Scheme is attached as Appendix 12;
- 3. A copy of the actuarial report used to support the scheme. This is attached as Appendix 11; and
- 4. A copy of the SPA with Sagicor which is attached as Appendix 13. The SPA is subject to (i) the Court's final approval after hearing the Financial Services Commission and any other person who in the opinion of the Court is entitled to be heard and to any amendments which the Court may deem necessary and (ii) to any consequential amendments as deemed necessary between the JM and Sagicor to facilitate the Solution.

If the Court approves the Solution the JM will commence implementation of the Transfer Scheme with effect from the 'Court Approval Date'. See Appendix 10 for further information in relation to the timeline.

#### 2.3.2 Passing assets and liabilities to Sagicor

• Following the Court Approval Date the JM will ask the Court to impose a 'Bar Date' period which will be binding on policyholders. This is necessary to bring certainty to the terms and values of the policies that will be transferred to Sagicor.



- The proposed Bar Date will be approximately three months after the Court Approval Date. The JM will write to all policyholders to confirm the policy records held by the Company. Each policyholder will have until the Bar Date to make the JM aware of any information not held in the Company's records that will impact the value of their policy.
- Once the Bar Date has elapsed, the information held by the Company, including any additional information provided by policyholders during the Bar Date period, which has been reviewed and approved by the JM, will be deemed to be accurate so as to facilitate the transfer of the policies to Sagicor. No further adjustments to policy values will be permitted.
- In addition, the JM will advertise during the Bar Date period to allow any individuals who believe they may have an applicable policy with the Company to come forward and provide evidence of their policies' existence. If these individuals provide appropriate evidence for applicable policies not already in the Company's records, they will be able to participate in the Solution.
- During the Bar Date period all policyholders (excluding corporate policyholders) whose policies are at risk of being forfeited due to the non-payment of premiums and/or loans will be given the option to settle all amounts due and payable in order to participate in the Solution.
- All of the premiums which have been collected and segregated during the Judicial Management will be given full credit and applied to the policies in calculating their transferring values to Sagicor.
- Shortly after the end of the Bar Date period, policyholders will receive further correspondence from the JM confirming the final value and details of their policies.
- The Company's remaining Statutory Fund assets (subject to the required retentions for the payment of all valid claims as discussed below, together with a retention for the anticipated future costs expected to be incurred by the JM) will then be transferred to Sagicor and the GOB will issue the GOB bonds to Sagicor in order to 'top-up' the deficit in the Statutory Fund. In return for those assets, Sagicor will take a transfer of the Life and Annuity Policies that are In-force and assume the associated liabilities under those policies.
- Based on the committed level of GOB support and the Company's records at this time, the JM believes that the principal or Face Value of each policy transferring to Sagicor will remain the same as the principal or Face Value of the policy previously held by the Company. It is possible that this position may change if, as a result of the communications process, the value of the policies currently held in the Company's records is much higher based on new information or there are found to be a number of valid policies not included in the Company's existing records.
- All valid Post-Appointment Claims made against the policies up to the Court Approval Date will be paid by the JM, who will retain sufficient funds for that purpose. These claims will include:



- 1. Valid claims (subject to the policy amendments per Section 4.3.1) in relation to the death of the policyholder on or before the Court Approval Date;
- 2. Policies maturing on or before the Court Approval Date, with the exception of Vested Annuity Polices;
- 3. Accrued payments due on Vested Annuities; and
- 4. Policies that are the subject of a valid surrender request lodged with the Company prior to the Appointment Date.

### 2.4 Winding-up

Following the transfer of the relevant policies to Sagicor, the JM recommends that the Company be wound up in accordance with the provisions of the Insurance Act.

This would allow for final claims to be received, for any residual assets to be liquidated and for those policyholders not subject to the transfer scheme or the ISA and other non-insurance creditors to be addressed.

### 2.5 Conclusion of Executive Summary

Having addressed the Health, Property and Personal Accident Policies, the JM believes that the transfer of the remaining Life and Annuity Policies to Sagicor, pursuant to the annexed Transfer Scheme and the subsequent proposed winding-up in accordance with the provisions of the Insurance Act, is the course which is most advantageous to the general interest of the Life and Annuity Policyholders. The basis of the JM's recommendation, under Section 61 of the Insurance Act, is for the following reasons:

- 1. The transfer of the In-force Life and Annuity Policies including financial support from the GOB will provide the best possible outcome for policyholders under the circumstances.
- 2. The support from the GOB allows for policy values to remain relatively unchanged. Otherwise the Statutory Fund deficit of approximately \$56.8 million would have had to have been suffered by the Life and Annuity Policyholders in any winding-up/liquidation of the entire Company.
- 3. With GOB Support, Life and Annuity Policyholders retain coverage and achieve a solution in a much shorter timescale than would be envisaged under a liquidation of the Company.
- 4. The Solution allows for the immediate payment of certain claims on policies not transferring to Sagicor.



# 3 Background and appointment

On September 30, 2010, BAICO was placed into Judicial Management, pursuant to Section 57 of the Insurance Act of Barbados, on the grounds that:

- 1. The Company was in financial difficulties and unable to pay policyholders liabilities as they became due;
- 2. The Company's assets were not sufficient to adequately protect policyholders and creditors; and
- 3. The appointment of a Judicial Manager would be in the interest of the policyholders and the public.

KPMG Transactions and Restructuring Limited, acting through Lisa A. Taylor and Michael Edghill, currently acts as the JM of the Company.

The role of the JM under the Insurance Act has been to conduct the management of the Company with the greatest economy compatible with efficiency and to identify courses which it believes to be most advantageous to the general interest of the policyholders of the Company.

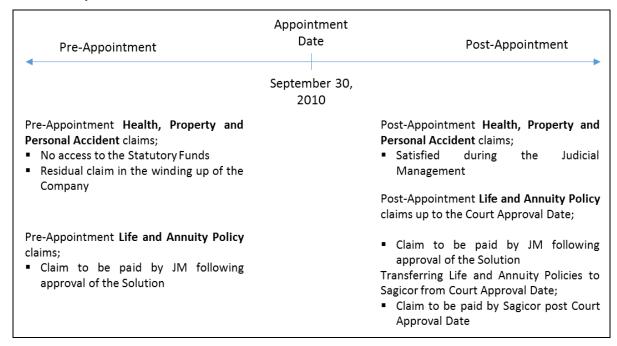
### 3.1 Insolvency

As stated above, under Section 25(4) of the Insurance Act, BAICO holds assets in its Statutory Fund on trust for its Life and Annuity Policyholders. As at the Appointment Date, the majority of the Company's assets were pledged to the Statutory Fund. However the Statutory Fund holds insufficient assets to meet its liabilities to Life and Annuity Policies, and has therefore been deemed to be insolvent.

As at the Appointment Date, the Company had policy liabilities in the region of \$126.9 million and assets in the Statutory Fund with a market value of less than \$70.1 million. Accordingly, the Statutory Fund held insufficient assets to meet the policy liabilities. In addition, there were no other material assets available to rectify the deficit. Therefore, both the Company and the Statutory Fund were insolvent.

### 3.2 Statutory Fund

The JM's proposed treatment of the different types of policy claims is contingent on their access to the Statutory Fund and is summarized below.



The JM has received legal advice that the Company's Life and Annuity<sup>1</sup> Policies which relate to individuals have access to the Statutory Fund. The JM has therefore taken the view that because Statutory Fund assets are being used to satisfy claims under these policies and that all such claims must be satisfied regardless of whether they occurred pre or post the Appointment Date.

The JM has also received legal advice that the Health, Property and Personal Accident Policies do not have access to the Statutory Fund. Consequently, policyholders with these policy types are not considered to have access to the Statutory Fund assets to satisfy their claims.

There are a number of other policyholders or other creditors of BAICO who do not have access to the Statutory Fund and whose claims will be addressed in the proposed post-transfer winding-up of the Company. These include corporate depositors (with annuity type contracts), trade creditors, employees and former employees ('Employee Pensioners'). Appendix 5 deals with these creditors in more detail.

<sup>&</sup>lt;sup>1</sup> Life policies are Term Life, Ordinary Life and Universal Life; Annuity Policies also include Vested Annuity Policies.

### 4 The Solution

### 4.1 'Insolvent' Statutory Fund

The Company's liabilities to individual Life and Annuity Policyholders far outweigh the assets in the Statutory Fund being held to their benefit and there are no other assets available elsewhere in the Company to satisfy those claims or to otherwise 'top-up' the Statutory Fund to meet the deficit.

As stated above, the Statutory Fund assets will be transferred to Sagicor under the Transfer Scheme. This does not however include the Property Investments (real estate) held in the Statutory Fund which Sagicor is not in a position to take over and instead will be transferred to the GOB. In exchange the GOB will issue a bond for the same value as the Property Investments to Sagicor. The table below summarizes the current estimated value of the assets available for transfer to Sagicor to support the liabilities under the transferring Life and Annuity Policies. This analysis makes the simplifying assumption that the proposed amendments to policies discussed in Section 4.3.1 have already been applied, and that all payments required to be made by policyholders whose policies have lapsed during Judicial Management are received (such that these 'previously lapsed' policies are included as Inforce policies).

Life and Annuity Policyholder Liabil	ities	Assets Available to meet Life and Annuity Policyholder Liabilities		
As at the Valuation Date		As at the Valuation Date		
\$000	Value	\$000	Value	
Actuarial reserves for 'live' policies	99,441	Cash <sup>2</sup>	14,733	
Claims	26,721	Segregated Premiums collected	18,591	
Vested Annuity Accruals	606	Cash from Lapsed Policy Offer	2,980	
Other Liabilities	82	Policy loans, net of provision	7,217	
Total Life and Annuity Liabilities	126,850	Property	26,600	
		Total Assets	70,121	

The total Life and Annuity Policyholder liabilities are approximately \$126.9 million; the total assets available to meet those liabilities are approximately \$70.1 million. There is therefore an estimated deficit of approximately \$56.8 million. As mentioned above, Sagicor will have to maintain a statutory fund to support the liabilities under the transferring policies but cannot be expected to 'top-up' BAICO's Statutory Fund. In the circumstances the GOB Support will be utilized to make up the deficit in the Statutory Fund.

<sup>2</sup> Cash projected to the Transfer Completion Date including operating cash, funds from liquidation of financial instruments, receipt of VAT receivable and less estimated costs to complete the Judicial Management and residual windup of the Company.



### 4.2 Alternative to the Solution – Liquidation of the Company

Faced with a significant deficit in the Statutory Fund and no other material assets, if the transfer of the Life and Annuity Policies to Sagicor is not approved in conjunction with the GOB support being provided, the JM would be forced to liquidate the Company.

In a liquidation scenario all policies would be terminated with effect from the Appointment Date and all premiums received after this date would be refunded to policyholders. The deficit is presently estimated at \$56.8 million and the realisation values of the Investment Property are uncertain, therefore the deficit could increase significantly under a liquidation scenario. In addition to returning the post-appointment premiums, the Company would likely receive discounted sums for the sale of investments and property given the distressed nature of their disposal.

The termination of policy coverage would mean that policyholders would have a period of not being insured (from the Appointment Date) and would need to seek alternative insurance cover on terms that may be less favourable, particularly if their health has deteriorated in the meantime. In addition, the liquidation dividend – the payments made in respect of insurance claims and policy values, where appropriate, would likely be significantly under 50% of claim/policy values for those policies with access to the Statutory Fund (and little, if any, pay-out for other creditors).

The JM is of the view that liquidations are, by their nature, very long processes with final distributions to creditors often taking many years. This would increase the professional fees payable and further depress the value of any distribution to policyholders. In addition to the liquidation costs, further actuarial and legal costs would need to be incurred in order to agree a method, consistent with liquidation rules, by which all relevant policies would be converted into a cash sum.

In light of the foregoing, the JM is recommending the approval of the Solution to avoid the necessity of a liquidation of the Company

#### 4.3 The JM's recommended Solution

Given the negative aspects of a liquidation of the Company, the JM has been seeking to negotiate an alternative solution from the outset which achieves a much better outcome for policyholders. The JM's recommended Solution is therefore the transfer of the Life and Annuity Policies to Sagicor pursuant to the Transfer Scheme, annexed to this report at Appendix 12, together with a subsequent winding up of the Company pursuant to Section 61(1)(c) of the Insurance Act. The transfer of Life and Annuity Policies has been agreed with Sagicor and is contingent on the GOB support and the Court's approval after hearing the Financial Services Commission and any other person who in the opinion of the Court is entitled to be heard.

Under the Solution, Sagicor, a very well respected and financially stable insurer, will take a transfer of the Life and Annuity Policies and their associated liabilities in return for the JM transferring the remaining assets in the Company's Statutory Fund to Sagicor, and the provision of additional financial support from the GOB. Sagicor will also provide consideration for the transfer by injecting \$1.4 million into BAICO's Statutory Fund, thus reducing the GOB Support.



The JM believes that this outcome is far better than the alternative outcome under a liquidation of the Company, as policyholders maintain insurance coverage and the value of their claim/policy will be much greater than any sum paid out in a liquidation.

Critical to the success of the Solution is the GOB's commitment to provide financial support. This commitment will bridge the existing deficit and will also ensure that it will not increase, which would be the case if the JM was forced to sell the illiquid investments or liquidate the properties, as Sagicor is not in a position to take such real estate assets. The GOB financial support will be provided in the form of GOB bonds issued to Sagicor on the Transfer Completion Date, with maturities ranging from 10 to 25 years.

For the transaction to be commercially viable for all parties, however, it will be necessary to make a number of amendments to certain policy terms. These amendments are outlined in the section below and will be sought pursuant to the Court's powers under the Insurance Act.

#### 4.3.1 Amendments to policyholder terms

#### 4.3.1.1 Life Policies

Life Policies will transfer to Sagicor with no reductions applied to Face Values, Cash Values or Fund Values held at the Appointment Date and will reflect any premiums collected during the Judicial Management.

#### **Surrenders**

During Judicial Management surrenders have not been accepted and this will continue to be the case following transfer of the Life Policies to Sagicor as discussed below. This amendment is necessary in order to increase the level of certainty for Sagicor over future cash flows and to preserve value in the Life Policies.

The restrictions on policy surrenders will be extended such that no policy will be capable of valid surrender until five years after the Court Approval Date.

There will be no loss in Cash Value or Fund Values to the policyholders, but they will not be able to directly access this value, until the end of the five year period. Death claims and policy maturities will be paid out in the normal course of business. Nevertheless, Life Policies will be able to access Policy Loans in the manner detailed below.

#### **Policy Loans**

Policy Loans will be restricted to the following maximum loan percentages:

- Within 1 year of Court Approval Date: 15% of Cash/Fund Value
- 1 to 2 years after Court Approval Date: 30% of Cash/Fund Value
- 2 to 3 years after Court Approval Date: 45% of Cash/Fund Value
- 3 to 4 years after Court Approval Date: 60% of Cash/Fund Value



- 4 to 5 years after Court Approval Date: 75% of Cash/Fund Value
- After 5 years from Court Approval Date: as per terms and conditions of the relevant policy

If the Policy Loan balance already exceeds the initial maximum loan percentage limit (as outlined above) on the Court Approval Date, then the limit will not apply, but no further loan may be taken until such time as the loan balance becomes less than the applicable limit.

These restrictions on accessing Policy Loans have been proposed in order to increase the level of certainty for Sagicor over future cash flows and to preserve value in the Life Policies.

#### **Credited Interest Rates**

Prior to the Appointment Date, the Company credited the Fund Values of the Universal Life Policies with a variable interest rate, ranging from a minimum of 4% up to approximately 7%.

If a Universal Life Policy is not credited with the minimum interest rate the Fund Value would deteriorate due to the ongoing charges applied. In this regard the JM will be asking the Court to apply its power to amend the terms of an insurance policy to apply a 4.0% credited interest rate to Universal Life Polices from the Appointment Date until the Court Approval Date.

Following the transfer, Sagicor will apply a minimum credited interest rate of 4.0% per annum to Universal Life Policies.

#### 4.3.1.2 Annuity Policies

Annuity Policies will transfer to Sagicor with no reductions applied to the Fund Values held at the Appointment Date. However, the Fund Values will not be credited with any interest for the period of Judicial Management as there are no continuously levied charges against these policies (unlike the Universal Life Policies above). The Annuity Policies will resume paying market rates of interest from the Court Approval Date onwards as discussed in further detail below.

#### Maturity Dates, Surrenders, Withdrawals and Annuity Conversions

Surrenders and withdrawals will be prohibited from the Appointment Date until a revised policy maturity date, set out below:

- The JM is recommending that the maturity date of each Registered Annuity Policy³ be amended to age 66.
- The maturity date of each unregistered Annuity Policy will be amended to the earlier of (A) the date that the policyholder reaches age 66; or (B) 10 years after the Court Approval Date.

Any policy with an amended maturity<sup>4</sup> date that falls before the Court Approval Date will be treated as maturing on the Court Approval Date and will be entitled to payment of Fund Value in full by the JM.

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<sup>&</sup>lt;sup>3</sup> 'Registered Annuity Policy' means an Annuity Policy that is registered with the Inland Revenue Department in order to obtain tax relief on contributions made by the Policyholder under the Policy.

<sup>&</sup>lt;sup>4</sup> Maturity date as amended in accordance with the proposals outlined above



Any policy with an amended maturity date which falls after the Court Approval Date will be transferred to Sagicor. At such amended maturity date, the policyholder will be entitled to receive their Fund Value in full or to convert to a regular annuity income stream. However, previously guaranteed annuity conversion rates will be void and annuity conversions will be available at Sagicor's rates prevailing at the time of conversion (currently 4% for registered policies and 3.75% for unregistered policies).

These amendments are necessary in order to increase the level of certainty over future cash flows and to preserve value in the Annuity Policies.

#### **Credited Interest Rates**

Any guaranteed or fixed credited interest rates previously applicable to the Annuity Policies will be void. Instead, BAICO will apply a 0.0% credited interest rate from the Appointment Date until the Court Approval Date. Following the transfer, Sagicor will apply credited interest rates to these Annuity Policies in accordance with their market rates on similar type policies. However, the minimum credited rate applicable will be 2.0% per annum.

The amendments to credited interest rates on the Annuity Policies are required because:

- 1. The financial support offered by the GOB only extends to ensuring that the principal balances of the Annuity Policies are fully protected and no provision is available to credit these Annuity Policies with interest during the Judicial Management period;
- 2. Many of the Annuity Policies contained high fixed levels of interest which were unsustainable; and
- 3. The large deficit in Statutory Fund assets combined with the nature of those assets meant that low levels of investment returns were generated.

#### 4.3.1.3 Payment in full of claims already made

Appendix 4 outlines the value of the unpaid claims that have been made by policyholders or beneficiaries. Upon a claim arising, a policy terminates and its value becomes fixed at the claim amount agreed to be settled by the Company.

It is proposed that the claims will be updated to the Court Approval Date and any claims occurring up to that date will be paid in full by the Company. Future claims arising on In-force policies following the transfer to Sagicor will be the responsibility of Sagicor.

The claims that will be payable by the Company upon completion of the transaction will include:

- Valid death claims where death occurred on or before the Court Approval Date;
- Policies that have a maturity date<sup>5</sup> on or before the Court Approval Date (except for Vested Annuity policies);

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<sup>&</sup>lt;sup>5</sup> Maturity date as amended in accordance with the proposals outlined above



- Accrued payments due on Vested Annuities; and
- Policies that were validly surrendered prior to the Appointment Date.

#### 4.3.1.4 De Minimis Policies

There will be a lower limit on the value of a Life Policy which is transferring to Sagicor because it is uneconomical to transfer a very small value policy. Any Life Policy with a Face Value of less than \$5,000 will be defined as a 'De Minimis Policy' and will not be transferred to Sagicor. These policies will be terminated but the policyholders will receive appropriate cash compensation from the Company.

A holder of a De Minimis Policy will receive the amount of cash that they would have been entitled to receive had they surrendered their policy on the Appointment Date. One exception is that holders of a Term Life Policy, who would not usually be entitled to any payment upon surrender, will be paid a fixed sum of \$500 each. This is in recognition of the fact that their policy was still of some value to them.

There is no lower limit for Annuity Policies, so all Annuity Policies which are not subject to a claim will be transferred to Sagicor.

If the amount that would be payable in cash to a De Minimis Policyholder is less than \$10 then no payment will be made, due to the associated administrative costs. However, post-appointment premiums collected from a policyholder with a De Minimis Policy will be returned to that policyholder in full.

#### 4.3.1.5 Lapsed Policy Offer

Policies may have lapsed during the course of the Judicial Management due to one or more of the following:

- Unpaid premiums;
- Policy Loan balance in excess of Fund or Cash Value; or
- Negative Fund Value.

The JM has made provision for policies which may have lapsed following the JM's appointment to avoid forfeiture of the policy (the 'Lapsed Policy Offer').

All policies which have lapsed during the period of the JM will have the chance to make good any unpaid premiums or policy fund deficit that resulted in the lapse of coverage. If these policyholders choose to make good those payments, they will also be able to participate in the Transfer Scheme.

The section below deals with the assessment of whether a policy has lapsed and the calculation of the payment required to reinstate the policy.



#### Lapse criteria and requested payment amount

- For Term Policies: If the total amount of premiums required to be paid during Judicial Management exceeds the total amount of premiums actually collected during Judicial Management, then the policy will be deemed to have potentially lapsed. The JM will request a payment of the difference in order to avoid forfeiture of the policy.
- For Ordinary Life Polices: If the total Policy Loan at the Court Approval Date (including any automatic premium loans extended to the policyholder during Judicial Management) exceeds the Cash Value of the policy at the Court Approval Date, then the policy will be deemed to have potentially lapsed. The JM will request a payment of the amount by which the total Policy Loan exceeds the Cash Value in order to avoid forfeiture of the policy.
- For Universal Life Policies: If the policy has a negative Fund Value or a Policy Loan in excess of the Fund Value at the Court Approval Date, then the policy will be deemed to have potentially lapsed. The JM will request a payment of the amount by which the total Policy Loan exceeds the Fund Value in order to avoid forfeiture of the policy.

Annuity Policies cannot lapse because no premium is required in order to keep these policies in force.

#### 4.3.2 Bar Date

An important component of the proposed transaction with Sagicor is for the Court to impose a 'Bar Date' which will be binding on policyholders. The JM will seek the Court's approval of a Bar Date of approximately three months after the Court Approval Date (the 'Bar Date Period') which will apply to all policies and claims.

The Bar Date period will seek to establish the following:

- 1. That any claims relating to the period on or before the Court Approval Date that the JM is unaware of from the Company's records must be notified to the JM by the relevant policyholder or beneficiary before the Bar Date, otherwise they will be legally extinguished;
- 2. That any policies of which the JM is unaware because they are not reflected in the Company's records must be notified to the JM by the policyholder before the Bar Date, otherwise they will be legally extinguished; and
- 3. That policyholders must make the JM aware of any incorrect policy or claim details before the Bar Date, otherwise the policy details held by the Company will form the basis of the transferring policy to Sagicor.

In order to facilitate the implementation of the Bar Date, the JM will issue letters as soon as practicable after the Court Approval Date to all policyholders identified from the Company's records. These letters will state details of the policyholders' respective policy including details of any claim made under that policy. This will allow policyholders to determine whether they need to contact the JM regarding those details and for any of the reasons stated above at 1-3. Advertisements in the national press will help make the JM aware of any potential policyholder who, for whatever reason, is not in BAICO's records.



The Bar Date will help to achieve certainty over the value of BAICO's liabilities as well as to ensure that every potential Life and Annuity Policyholder has the opportunity to be included in the Solution. It will also enable a crystallised position with regards to BAICO's assets and liabilities to be ascertained as at the Court Approval Date.

The JM's estimated timeline for the Court process and Bar Date process is shown at Appendix 10.

#### 4.3.3 Consideration

The JM has negotiated with Sagicor to pay consideration of \$1.4 million for the transfer of BAICO's Life and Annuity Policies.

The consideration will be added by Sagicor to the Statutory Fund and increase the assets supporting the transferring policies. By using the consideration to top-up the Statutory Fund the level of financial support needed from the GOB to make up the deficit will be reduced.

#### 4.3.4 Estimated Transaction Balance Sheet

A detailed financial summary by way of Estimated Transaction Balance Sheet is shown in Appendix 7. The table below shows a summary of the assets and liabilities transferring to Sagicor under the recommended transfer:

Estimated Transaction Balance Sheet		
As at the Valuation Date		
Liabilities		
Life and Annuity Policy reserves		99,441
Total liabilities		99,441
Assets		
Cash	14,733	
Segregated premiums collection	18,591	
Cash from Lapsed Policy Offer	2,980	
Claims (including Vested Annuity Accrual and Other Liabilities)	(27,409)	
Cash available for transfer		8,895
Policy loans, net of any provision		7,217
Consideration		1,400
Estimated GOB support (including \$26,600 value ascribed to property assets)		
Total assets		



The above balance sheet represents the assets and liabilities that will be transferred, to Sagicor, after all claims have been settled with policyholders (excluding corporate policyholders) and is calculated on a full reinstatement basis, where all policyholders take up the Lapse Policy Offer. The assets and liabilities represent the most accurate data currently available. However it should be noted that the amounts can only be finally determined after the Bar Date given that there is potential for change due to unknown policies, additional claims and the level of Lapsed Policy Offer reinstatement which will be discovered during the Bar Date period.

An updated actuarial valuation will be carried out as at the Court Approval Date to enable the JM to write to policyholders with accurate data as at that date. This will show the outstanding amounts due from policyholders to bring their policies up to date as at the Court Approval Date.

Policyholders will then have until the Bar Date to make these payments.

A final actuarial valuation will take place after the Bar Date to account for all payments received during the Bar Date period from policyholders to bring their polices up to date as at the Court Approval Date.



# 5 Proposed Transfer Mechanism

### 5.1 Background

Pursuant to Section 61(1)(a) of the Insurance Act, the JM is required to prepare a scheme for the transfer of insurance business (the 'Transfer Scheme') and is annexed to this report at Appendix 12. The Court will hear the Financial Services Commission, the JM and other person(s) it considers entitled to be heard and will consider this report before determining whether to make an order giving effect to the Transfer Scheme.

#### 5.2 Transfer Scheme document

The Transfer Scheme outlines the terms pursuant to which the JM recommends the transfer of BAICO's insurance business to Sagicor. Some of the key terms of the Transfer Scheme are as follows:

- BAICO will transfer the Life and Annuity Policies to Sagicor together with the Statutory Fund assets (the 'Transferring Assets') as at the Transfer Completion Date;
- Sagicor will 'top-up' the Transferring Assets received from BAICO in an amount equal to the consideration (\$1.4 million);
- Sagicor will assume liabilities to the transferring Life and Annuity Policyholders with effect from the Court Approval Date;
- The real estate assets (or net proceeds from the sale thereof) held in BAICO's Statutory Fund will transfer to the GOB in return for the final issuance of bonds by the GOB; and
- The Transfer Scheme contains details of the transfer mechanisms including amendments to polices, the Lapsed Policy Offer, De Minimis Policies, the Bar Date, Policy Loans and the payment of liabilities along with the JM's communication process.

# **5.3** Approval from the Court

It is anticipated that the Court will require a number of hearings before considering whether to approve the Solution and to make an order giving effect to the Transfer Scheme. In particular the JM will be seeking the Court's preliminary directions on matters including but not limited to the notification of policyholders, representative parties, regulatory approvals for the transfer to Sagicor, the treatment of the CL Note (see Appendix 3) and the retention of assets to fund the recommended winding-up of the Company.

Once the policyholders have been duly notified of this report and the terms of the proposed Transfer Scheme, there will be further hearing(s) where the Court can hear any other person who in the opinion of the Court is entitled to be heard and will thereafter consider whether to approve the Solution and the Transfer Scheme.



### **5.4** Completion of the Transfer

If the Court approves the Transfer Scheme the JM will then proceed to carry out the necessary tasks required to transfer BAICO's insurance business to Sagicor pursuant to the Transfer Scheme.

This will include the notification and communication process to policyholders as well as the updating of policyholder records during the Bar Date period and prior to the Lapsed Policy Offer deadline in preparation for the transfer of the policyholder records to Sagicor and the payment of claims. It may also include the need to obtain further approvals from the Financial Services Commission and Fair Trading Commission.

### 5.5 Timeline for the Proposed Transaction

An estimate of the timeline for the proposed transfer of Life and Annuity Policies is shown in Appendix 10. The key milestones in this process are described below:

- 1. Court Approval Date which will be a date specified in the Court Order if the Court approves the Transfer Scheme after various hearings;
- 2. Bar Date period –three month period after the Court Approval Date terminating on the Bar Date. Policyholders will be notified of their policy values and the Lapsed Policy Offer. In the three month period policyholders will have the chance to dispute their claim or otherwise make the JM aware of incorrect policy records and also have the opportunity to make payments to bring their policy up to date as at the Court Approval Date to avoid forfeiture;
- 3. Post Bar Date an actuarial valuation will be carried out to account for any payments received during the Bar Date period to bring policies up to date as at the Court Approval Date. This valuation will finalise individual claim values which will represent the liabilities which will transfer to Sagicor; and
- 4. Transfer Completion Date at a time after the Bar Date where the In-force Policies are transferred to Sagicor, the GOB bonds are transferred to Sagicor and the Property Investments transfer to the GOB.

Thereafter the JM has proposed that the Company be wound up in accordance with the Insurance Act which is discussed in the following section.

Due to the uncertain timing of all these stages, our timeline is an estimate and is subject to change.



# Winding-up of the Company subsequent to the Transfer Completion Date

As stated above, if the transfer of the Life and Annuity Policies to Sagicor is approved and is carried out, the Company will remain insolvent thereafter. This report therefore recommends, pursuant to section 61(1)(c) of the Insurance Act, that the Company be wound up once the transfer of Life and Annuity Policies to Sagicor has been completed pursuant to the Transfer Scheme.

The JM will seek the Court's directions on the mechanism to be used for the proposed winding-up.

All costs, including JM costs and other professional costs relating to reaching the end of the JM appointment including the proposed winding-up will be recovered from the funds currently being held by the JM from the realization of various Statutory Fund assets.

The only substantial asset that may become available subsequent to the completion of the transfer of the Life and Annuity Policies to Sagicor will be any funds recovered from the CL Note. At this stage the final value of the Company's claim under the CL Note remains unclear, but the JM is reasonably positive that a recovery will be made against this asset. While we understand that agreement is close, it is difficult to put a definitive timeframe around when this settlement will be made. The JM will be seeking the Court's preliminary direction on the treatment of any funds recovered from the realization of the CL Note. (See Appendix 3 for further discussion on the CL Note)



#### JM's Recommendations 7

#### 7.1 Best available solution for policyholders

In the opinion of the JM the transfer of BAICO's Life and Annuity Policies to Sagicor pursuant to the annexed Transfer Scheme together with a winding-up of the Company in accordance with the provisions of the Insurance Act thereafter is the course which is most advantageous to the general interest of policyholders of the Company for the following reasons:

- The transfer of the Life and Annuity Policies including financial support from the GOB will provide the best possible outcome for policyholders under the circumstances;
- The support from the GOB allows for policy values to remain relatively unchanged. Otherwise the Statutory Fund deficit of approximately \$56.8 million<sup>6</sup> would be suffered by the policyholders against their recovery in liquidation of the entire Company;
- With GOB Support, Life and Annuity Policyholders retain coverage and achieve a solution in a much shorter timescale than is envisaged under such a liquidation;
- The Solution allows for the immediate payment of certain claims on policies not transferring to Sagicor; and
- The Solution also seeks to distribute any potential residual assets thereafter to any remaining valid creditor claims of the Company by virtue of a winding-up process.

<sup>&</sup>lt;sup>6</sup> Based on Eckler's actuarial valuation as the Valuation Date and subject to change following the Lapsed Policy Offer and claims Bar Date.



### 8 Formal recommendation of the JM

Pursuant to Section 61 of the Insurance Act, the JM files this report stating that:

- 1. The transfer of BAICO's Life and Annuity insurance business to Sagicor in pursuance of the Transfer Scheme annexed to this report at Appendix 12; and
- 2. The winding-up of the Company in accordance with the provisions of the Insurance Act after completion of the said transfer

are in the circumstances and in the JM's opinion, the most advantageous courses to the general interest of the policyholders of the Company.

Accordingly, the JM seeks an Order of the Supreme Court of Barbados giving effect to the said courses.

\*\*\*\*\*\*\*\*\*

In accordance with the Judicial Manager's obligations to the Supreme Court of Barbados in the High Court of Justice, we hereby file this report for and on behalf of the Judicial Manager, KPMG Transactions and Restructuring Limited.

Lisa Taylor Judicial Manager March 14, 2016

Nisa A. Laylor

Michael Edghill Judicial Manager March 14, 2016

Michael Edefill



# **Appendices**

### Appendix 1 - Glossary

**Agreed Completion Date** Means such time and date (a) specified in the Court Order approving the

Transfer Scheme: or (b) such later time and date as the Company and; the Transferee may agree, which in each case, shall be a time and date after (but no later than two (2) calendar months after) the latter of the Bar Date

and the Lapsed Policy Offer Deadline

**Annuity Policies/Policyholder** A policy issued by the Company listed as an "Annuity Policy" but shall

exclude policies in the name of a body corporate or a non-natural person;

**Appointment Date** September 30, 2010

BAICO Bahamas British American Insurance Company Limited

**BAICO or the Company** British American Insurance Company (Barbados) Limited

**BAICO TT**BA Management Services Limited

Bar Date Claims bar date to be set by the Court

BD\$ or BBD Barbados Dollar

BIA Bankruptcy and Insolvency Act of Barbados 2006

Cash Value The cash amount payable to a policyholder in the event that the

or Surrender Value policyholder surrenders their policy

CGF Clarke Gittens Farmer, Attorneys-at-Law, appointed legal counsel of the

JM

CL Financial CL Financial Limited

**Court** The Supreme Court of Barbados

Court Approval Date

The date on which the Court approves the JM's Solution including

approval of the Transfer Scheme

**De-Minimis Policies/** 

Policyholder

Policies with an uneconomical transfer value

**Eckler** Eckler Ltd., appointed actuary of the JM

**EFPA** Executive Flexible Premium Annuity

**Employee Pensioners** Current and former employees of the Company who are members of the

Company pension plan

**Face Value** The amount of death benefit payable

**FPA** Flexible Premium Annuity



**FPA II** Flexible Premium Annuity II

FSC Financial Services Commission

**Fund Value** The value of the investment element of a Universal Life or Annuity

policy

GOB Government of Barbados

GOB support Financial support being provided by the GOB for the Solution by virtue

of long-term government bonds being provided to Sagicor to meet the

deficit in BAICO's Statutory Fund

Health, Property and Personal Accident Policies/Policyholder Health, Property and Personal Accident policies and policyholders

**Insurance Act** The Insurance Act, CAP. 310 of the Laws of Barbados

**In-force Policies** Live policies or those subject to the Lapsed Policy Offer which are

assumed to be paid in full

**ISA** Insurance Substitution Agreements

**ISP** Initial Sale and Purchase Agreement the terms of which were agreed with

Sagicor but which was subsequently required to be amended to take into

account the GOB financial support

**Judicial Management** Restructuring process contemplated under Sections 57 to 63 of the

Insurance Act

Judicial Manager or JM KPMG Transactions and Restructuring Limited, acting through Michael

Edghill and Lisa Taylor

**KPMG T&R** KPMG Transactions and Restructuring Limited

**Lapsed Policies** Any policy which has lapsed due to the non-payment of premiums and

Policy Loans where any Cash Value or Surrender Value applicable to the policy has been applied to outstanding premiums and has been exhausted

**Lapsed Policy Offer**The option for policyholders with Lapsed Policies to make good any

policies which may be subject to forfeiture due to having lapsed in the manner set in the section of this report headed 'Amendment to

policyholder terms'

**Life and Annuity Policies** 

/Policyholder

Collectively the Life Policies and the Annuity Policies as defined

**Life Policies/Policyholder** Means an Ordinary Life Policy, a Term Life Policy and a Universal Life

Policy

Loan Note or CL Note The promissory note executed by CL Financial

Morneau Shepell Morneau Shepell, appointed independent actuary of the JM



**Portfolios** Life and Annuity Policies and Health, Property and Personal Accident

Policies

NDA Non-Disclosure Agreement

NIB National Insurance Board

**Ordinary Life Policy/** 

Policyholder

NIS

Means each policy issued by the Company designated as an 'Ordinary Life Policy' but shall exclude policies in the name of a body corporate or

a non-natural person

**Periodic Premium** The agreed level of premium payable on a regular basis by the

National Insurance Scheme

policyholder

Personal Accident Policies Policies insuring the policyholder against a range of accident or

incapacitation risks

**Policy Automatic Premium** 

Loans

Means loans that have been provided by the Company to certain Policyholders of Transferring Policies that are Life Policies where those loans have occurred automatically as a result of the policyholder failing to make a required premium payment on time under the terms of such

policy

Policy Loans Means both Policy Automatic Premium Loans and Policy Regular Loans

**Policy Regular Loans** Means loans that have been provided by the Company to certain

policyholders of Transferring Policies that are Life Policies where the policyholder has taken out a loan from the Company and their policy is

provided as security for the loan

**Post-Appointment Claim** 

A claim incurred after the Appointment Date

**Pre-Appointment Claim** 

A claim incurred prior to the Appointment Date

**Property Investments** 

Means the real estate property held in BAICO's Statutory Fund which are described below including any net proceeds of sale of such property:

- North Shore Dental Clinic: Road View, St. Peter, Barbados -Freehold land and buildings;
- Magazine Lane: Magazine Lane, Bridgetown, St. Michael, Barbados - Freehold land and buildings;
- Alexandra: Brittons Cross Road and Bishop's Court Hill, St. Michael, Barbados Freehold land, comprising "Brittons Cross Road Lots 2 & 3", Brittons Cross Road and "Erin Hall", Bishop's Court Hill;
- Collymore Rock (Bishop's Court Hill): Cnr. Brittons Cross Road and Collymore Rock Road, Upper Collymore Rock, St. Michael, Barbados - Freehold land and buildings, including existing BAICO headquarters and new (partially completed) office building.



R&P Receipts & Payments account

**Sagicor** Sagicor Life Inc.

**Segregated Premiums** Premiums held in trust on behalf of policyholders

**Severance Claim** A claim made under the Severance Payment Act

**Severance Payment Act** The Severance Payment Act, CAP. 355A of the Laws of Barbados

Sagicor Life Inc. and Sagicor General Insurance Inc. SLISGII

**Solution** Refers to JM's recommended courses under Section 61 of the Insurance

> Act for (1) a transfer of the Life and Annuity Policies to Sagicor pursuant to the SPA and Transfer Scheme together with the GOB support and (2) a winding-up process for the Company after that transfer. The JM's previous reports would have also referenced the recommended Solution

as the proposed "Restructuring Plan"

Sale and Purchase Agreement executed by Sagicor, the JM and BAICO **SPA** 

on December 21, 2015 for the transfer of the Life and Annuity Policies to Sagicor. The SPA is subject to (i) the Court's final approval after hearing the Financial Services Commission and any other person who in the opinion of the Court is entitled to be heard and to any amendments which the Court may deem necessary and (ii) to any consequential amendments as deemed necessary between the JM and Sagicor to facilitate the

Solution.

Means those assets which are held on trust by the Company with Royal **Statutory Fund** 

Fidelity as custodian, for the benefit of the long-term insurance

policyholders, pursuant to Section 25(4) of the Insurance Act, excluding

any Real Estate

**Term Life** 

Means each policy issued by the Company designated as a 'Term Life Policy/Policyholder

Policy', but shall exclude policies in the name of a body corporate or a

non-natural person.

**Transfer** The transfer of the In-Force Life and Annuity Policies of the Company to

the Transferee

Sagicor Life Inc. Transferee

The date that the Transfer becomes effective, provided that certain **Transfer Completion Date** 

Conditions Precedent (contained within the SPA) have been satisfied or waived. The Transfer shall become effective on the Agreed Completion Date. With effect from the Transfer Completion Date the Transferee will assume the administration of the transferring Life and Annuity Policies.

**Transfer Scheme** The transfer of the Life and Annuity business of BAICO to Sagicor

pursuant to Section 61(1)(a) of the Insurance Act CAP.310 of the Laws

of Barbados



**Terra** Terra Caribbean Limited, appointed real estate agent of the JM

Universal Life Policy/ Policyholder Means each policy issued by the Company designated as a "Universal Life Policy" but shall exclude policies in the name of a body corporate or

a non-natural person.

Valuation Date December 31, 2014

VAT Value Added Tax

Vested Annuity Policy/ Policyholder Means a policy issued by the Company listed as a 'Vested Annuity Policy', being a policy that had been similar in nature to an Annuity Policy but that had matured prior to the Appointment Date such that the Company was already paying the Regular Annuity Income benefit at the Appointment Date, but shall exclude policies in the name of a body

corporate or a non-natural person.



## Appendix 2 – Appointment and JM's initial actions

## 2.1 JM's initial actions

Immediately following the Appointment Date, the JM commenced measures to secure and protect the assets and records of the Company while at the same time exploring the financial position of the Company. A detailed summary of these activities can be seen in the JM's "Report on the operations of the Company (in Judicial Management)" of December 30, 2010. A summary of key activities is presented below.

## 2.2 Continuing to operate the Company

Under Section 59(4) of the Insurance Act, the JM was unable to write new policies during the Judicial Management. The JM therefore took the decision to terminate the services of the Company's sales team as it was unable to offer any commission for new policies nor could a sales team be supported where new business could not be added to the Company's portfolio.

Employee members of the sales team were made redundant between March 30, 2012 and September 30, 2012. Due to the Company's insolvent position there were no funds available for the Company to pay severance. The JM understands that certain of the sales staff's claims for severance are currently with the NIS Tribunal for determination of their respective entitlements.

The majority of the administrative staff have been retained to date to assist with the day to day operations of the Company, and to help deal with policyholder queries and concerns during the Judicial Management. These administrative staff will be required to assist during the transfer phase if the Solution is approved.

## 2.3 The marketing phase

On the basis that the best course of action to protect policy values was to find a purchaser for the insurance policies, a marketing process was undertaken. The JM ran a sale process early in 2011 which sought to identify potential third party insurers for the purchase of BAICO's policy Portfolios.

From this process it was identified that Sagicor General Insurance Inc. and Sagicor Life Inc. could provide competitive compensation and demonstrated immediate staffing and infrastructure capability to facilitate the offer of substituted coverage for the Health, Property and Personal Accident Policyholders. Similarly, relative to the Life and Annuity Policyholders, it was identified that Sagicor Life Inc. had a financial capacity and insurance background that made it appear suitable to acquiring the Life and Annuity Policies.

During the course of the JM's discussions with interested parties and in conjunction with its review of the status and legal position of the Statutory Fund, it became clear that the position of the Life and Annuity Policies would result in a much more complex transaction.

Consequently the JM took the decision to first address the Health, Property and Personal Accident Policies which would be a simpler process than the current recommended transfer of the more



complex Life and Annuity Policies. This ensured that, where possible, the non-Life and Annuity Policyholders had the option to retain coverage without waiting for the delivery of the current Solution. The Health, Property and Personal Accident transaction was concluded in January 2012 and is summarised in Appendix 8 of this report.

## 2.4 Stopping claim payments

As outlined earlier in this report, the Company is insolvent and has insufficient assets to meet all of its liabilities under its various policies.

Therefore, until the JM could identify a course for policyholders whether by liquidation or otherwise, it was not possible to determine what portion or percentage of policyholders' claims the Company could afford to pay.

Consequently the JM suspended the payment of claims until a course or courses could be identified.

## 2.5 Securing and valuing assets

Following the appointment of the JM, a large part of the early work undertaken was to take control of and secure the Company's assets.

As part of this process the JM corresponded with all relevant banks and other financial institutions either holding Company accounts or other financial instruments to ensure that these accounts were frozen pending further instructions from the JM.

The JM also undertook a process to secure the Company's property assets and obtain up to date valuations for this class of asset. The JM's investigations revealed that the property portfolio was significantly overvalued in the Company accounts. Key to this over-valuation was the Company's partially completed building in Collymore Rock. This property was approximately 90% complete at as at the Appointment Date, but after careful review the JM determined that the lack of existing market appetite for this property made it a significant risk to continue with any further construction work during the Judicial Management. It was deemed that any further investment into this property asset was not guaranteed to result in an increased value in any sale process.

## 2.6 Actuarial review

A large component of the work undertaken by the JM was to make an assessment of the liabilities due to policyholders, and to seek a structure to transfer these policyholders to a new provider.

Eckler Ltd ('Eckler') was engaged as the JM's actuary to provide an actuarial assessment of the policy liabilities as at the Appointment Date, and also to prepare a transaction model to calculate the new value of each policy or claim.

A copy of Eckler's actuarial valuation as at the Valuation Date is shown at Appendix 11 and forms part of the JM's Final Report.



The JM will have an independent actuarial report prepared to verify Eckler's Actuarial Valuation. This is being carried out by Morneau Shepell and will be made available prior to the Court's consideration as to whether to approve the Solution and Transfer Scheme.



## Appendix 3 – Assets of the Company

## 3.1 Assets pledged to the Statutory Fund

The assets pledged to the Statutory Fund fell into two broad categories;

- Investments in financial instruments; and
- Property investments / real estate assets ("Property Investments")

#### 3.1.1 Financial instruments – shares and bonds

The value of the various financial instruments as at the Valuation Date was \$20.9 million. The majority of these assets relate to shares held in the Trinidad and Tobago and Barbados stock exchanges.

As part of the transfer process, Sagicor had requested that they would prefer to take a transfer of cash, instead of a transfer of stocks and shares. Therefore the JM made an application to the Court for consent to liquidate the stock and shares, this consent was granted on November 18, 2015 and the JM is currently in the process of liquidating these assets.

### 3.1.2 Property Investments

BAICO's Property Investments (real estate) were listed in the Company's accounts with a book value of \$53.6 million as at the Appointment Date. However, the JM engaged independent property valuation agents, Terra Caribbean Limited ('Terra'), to value the Property Investments by which they were independently assessed at \$26.6 million.

In the circumstances it was determined that the value of BAICO's Property Investments were over stated in the Company's accounts compared to reasonable market values as at the Appointment Date.

Given that the transfer of the Life and Annuity Policies to Sagicor includes the transfer of the Statutory Fund assets, the JM had initially inquired as to whether Sagicor would be interested in a transfer of the Property Investments. Sagicor confirmed that they were not in a position to take over such a real estate portfolio. Therefore and in order not to create further deficit in the Statutory Fund assets, the JM has negotiated with the GOB for it to take a transfer of the Property Investments totalling \$26.6 million from the Statutory Fund. In exchange the GOB will issue a bond for the same value to Sagicor as part of the Solution.

#### 3.1.3 Cash per the JMs Receipts and Payments account

This figure represents the \$4.8 million balance held by the JM in its operating account as at the Valuation Date and includes interest received on premium receipts.



### 3.1.4 VAT refund due to the Company

The JM has been in correspondence with the Barbados Revenue Authority ('BRA') requesting a VAT refund on current amounts due to the Company and the JM continues its discussions with the BRA on this matter. As at the Valuation Date the VAT receivable was \$2.3 million.

## 3.2 Utilisation of the Statutory Fund assets

The non-Statutory Fund assets were only able to sustain the management of the Company by the JM from the Appointment Date up until approximately June, 2011. All premiums received by the JM were segregated and held on trust as the intention was that if a solution was not found for the Life and Annuity Policyholders, the JM would have refunded any premiums received. Therefore the segregated premiums were not available to fund the Company.

In the circumstances the JM had limited sources of income to maintain the Company and therefore sought the Court's approval to access Statutory Fund assets to pay expenses whilst seeking to identify courses of action for policyholders.

The Court considered the JM's rationale for the segregation of premiums and permitted them to remain segregated. In the circumstances the Court granted approval by Order given on July 25, 2011 for the JM to access the Statutory Fund to maintain the Company and pay the expenses of the Judicial Management.

A breakdown of the costs and expenses to date of the JM is shown under the Receipts and Payments section at Appendix 6.

## 3.3 Policyholder loans

At the Appointment Date there were 1,692 policyholders who had taken loans against their policy fund and cash values. Consequently, the loans are treated as an asset in the transaction and set against the policy liabilities.

In addition to these Policy Loans at appointment, the loan values will also incorporate the relevant post-appointment interest that contractually accrues on the loans on Ordinary Life Policies. There is also an allowance made for Automatic Premium Loans against un-paid premiums on Ordinary Life Policies.

The Policy Loans figure as at the Valuation Date shows an amount of \$7.7 million.

There has also been a provision made against some of these loans due to a data verification process that is being carried out where the paperwork appears inconsistent. This provision amounts to \$0.5 million and can be seen in the Transaction Balance Sheet in Appendix 7. If and when the paperwork is verified then this provision will be released.



## 3.4 Premiums collected

All premiums received after the Appointment Date have been held in a segregated account for the protection of these deposits in the event that a solution to transfer the policies was not achieved.

Notwithstanding, where policyholders requested a refund of the premiums paid post Appointment Date they were returned. However, subsequent to the signing of the Sale and Purchase Agreement between the JM, BAICO and Sagicor on December 21, 2015, no further refunds have been permitted as the JM has identified a Solution which requires the value of the segregated premiums to remain at a certain level to be transferred to Sagicor.

As at the Valuation Date, there were 13,879 policies that were still live ('In-force') assuming full reinstatement under the Lapsed Policy Offer.

Under the Transfer Scheme these premiums will be transferred to Sagicor on the basis that they will be allocated to each policy at full value. This is only possible due to the GOB support.

If the Solution is not approved, these premiums will be refunded to the relevant policyholders in full.

The total transfer value of premiums collected which is shown in the Transaction Balance Sheet for the purposes of the transfer calculation as at the Valuation Date is \$18.6 million. This figure is projected to increase from this date as more premiums are collected.

## 3.5 Non-Statutory Fund asset - CL Note

As reported previously, the Company was assigned USD4.0 million (BD\$8.0 million) of a USD 39.575 million promissory note issued by CL Financial Limited to BAICO Bahamas on December 31, 1998 (the 'CL Note'). The Company was assigned the said portion of the CL Note as an injection of share capital by its parent company, CL Financial, on February 4, 2003. The JM has previously been advised that no interest payments have been made under the CL Note since that date, although these interest payments continued to be accrued in the Company's accounts until December 31, 2008.

The JM has been in correspondence with the Judicial Manager of BAICO Bahamas in order to reach a settlement. More recently, Judicial Managers from BAICO Barbados and BAICO Bahamas met with their legal advisors to attempt to reach a mutually acceptable settlement and efforts in this regard are ongoing. The JM is reasonably positive that some realization from this asset will be achieved, although the quantum and timing are yet undetermined.

The JM will therefore seek the Court's directions on the subsequent utilization of the CL Note should it be realized.



## Appendix 4 – Liabilities of the Statutory Fund as at the Valuation Date

The JM has divided the Company's liabilities into those that "have a claim on" the Statutory Fund (described below) and those that are not, as described at Appendix 5.

## 4.1 Policyholder Liabilities with Access to the Statutory Fund

Under Section 25(4) of the Insurance Act, long term insurance policies have a priority claim on assets pledged to the Statutory Fund. The JM has classed BAICO's long term insurance policies into the following broad categories:

#### Life Policies:

- Term Life Policies:
- Ordinary Life Policies; and
- Universal Life Policies.

## **Annuity Policies:**

- Annuity Policies; and
- Vested Annuity Policies.

Detailed descriptions of these policies, along with explanations of the key policy terms, can be found in Appendix 9.

The liabilities associated with these policies consist of:

- 1. An actuarial estimate of future claims on In-force Policies ('Actuarial Reserves'); plus
- 2. The value of claims already made but not yet paid ('Claims'); plus
- 3. Amounts accrued to date (but unpaid) to Vested Annuity policies ('Vested Annuity accruals').

### 4.2 Actuarial reserves

There were 13,879 In-force Policies as at the Valuation Date (13,825 policies plus 54 Vested Annuity policies). These policyholders have not yet made a claim. They will, however, make a claim (or are due regular annuity income payments) at some point in the future. The actuarial reserves represent the estimated current value of the total future payments to be made to policyholders.

Our actuarial advisors Eckler Ltd. ('Eckler') estimate the actuarial reserves required for these 13,879 policies as at the Valuation Date to be approximately \$100.3 million.

This valuation is based on the amendments to policies proposed in Section 4.3.1 of this report having been applied. It is also based on the assumption that all policyholders who technically would have



lapsed during Judicial Management, accept the Lapsed Policy Offer and so are included as In-force policies. Further details of the Lapsed Policy Offer are given in Section 4.3.1.5 of this report.

## 4.3 Claims

As at the Valuation Date, there were 914 claims against the Company, with a total value of approximately \$26.7 million. These are unpaid claims that have already been made by policyholders or beneficiaries and include:

- 150 death claims totalling approximately \$6.7 million;
- 647 policy maturities totalling approximately \$18.5 million; and
- 118 policy surrenders totalling approximately \$1.5 million.

These values are based on the amendments to maturity and surrender entitlements proposed in Section 4.3.1 having been applied.

Upon a claim arising, a policy terminates and its value becomes fixed at the claim amount agreed to be settled by the Company.

## 4.4 Vested Annuity accruals

The Vested Annuity Policyholders are due future regular payments of income (the value of which are captured within the actuarial reserves), plus payments that became due during Judicial Management that have not yet been paid. These accrued historical payments form an additional type of liability which we have called 'Vested Annuity Accruals'.

As at the Valuation Date, the total value of Vested Annuity Accruals was approximately \$0.6 million, arising from the 54 Vested Annuity Policies.

## 4.5 Other liabilities associated with Life Policies

Under the proposed Solution, two small further categories of liability associated with the Life Policies are created, which are explained in further detail in Section 4.3.1 of this report.

As at the Valuation Date, there were 153 De Minimis Policies, with a total value of approximately \$52,000.

As at the Valuation Date, 189 policies were due a refund of overpaid premium, with a total refund value of approximately \$30,000.

## 4.6 Summary of liabilities with access to the Statutory Fund

The table below summarizes the policyholder liabilities with access to the Statutory Fund:

Liabilities with Access to the Statutory Fund (as at the Valuation	Date)	
	Number of Policies	Value (\$'000)
Actuarial reserves for live policies		
Term Life	521	
Ordinary Life	1,235	
Universal Life	6,224	
Annuity (4,544 registered, 1,301 unregistered)	5,845	
Vested Annuity	54	
Total reserves	13,879	99,441
Claims		
Death Claims	150	6,730
Maturities	647	18,453
Surrenders	118	1,538
Total Claims	915	26,721
Vested Annuity Accruals	54	606
Other Liabilities		
De Minimis Policies	153	52
Overpaid premiums	189	30
Total other liabilities	342	82
Total Claims, Vested Annuity Policies and Other Liabilities		27,409
Total Statutory Fund Liabilities		126,850



## **Appendix 5 – Other Liabilities of the Company (without access to the Statutory Fund)**

## 5.1 Pre-Appointment Health, Property and Personal Accident Policies

In accordance with the Insurance Act, the claims associated with Health, Property or Personal Accident Policies do not have access to the Statutory Fund.

Consequently, any outstanding claims arising from Health, Property and Personal Accident policies that were incurred before the Appointment Date ('pre-appointment health and property claims') remain unpaid as there were no non-segregated funds or non-Statutory Fund assets available at the Appointment Date to pay any of these pre-appointment health and property claims.

The JM is aware of 567 pre-appointment health and property claims totalling approximately \$0.5 million. There may be additional claims of which we are currently unaware that may arise once the JM advertises the recommended course for the Life and Annuity Policyholders during the Bar Date period.

These pre-appointment health and property claims do not have access to the Statutory Fund and there are no non-Statutory Fund assets to pay these claims. Any residual assets that were available from trading the Health, Property and Personal Accident business were used to replenish the Statutory Fund in line with the Court order dated April 10, 2013, as discussed below. If funds become available in the future the JM will seek further direction as to their treatment.

Consequently pre-appointment health and property claims will rank as unsecured claims against the remaining assets of the Company to be dealt with in the JM's proposed winding-up if approved.

## **5.2** Utilisation of the Health, Property and Personal Accident Segregated Premiums

Following the offer of substituted coverage by SLISGII for the Health, Property and Personal Accident Policyholders, the JM was in a position to pay in full all the Health, Property and Personal Accident claims that were incurred after the Appointment Date.

The JM continued to collect premiums ('Segregated Premiums') from the Appointment Date in order to preserve the goodwill of this part of the business and thus make it more attractive for any potential purchaser.

The JM received approval from the Court to utilize the Segregated Premiums to pay valid claims from Health, Property and Personal Accident Polices with a date of occurrence on or after the Appointment Date. The Court also approved the transfer of the remaining balance of the Segregated Premiums to the Statutory Fund. In this regard premiums of approximately \$2.5 million were collected of which \$1.1 million was used to pay Post-Appointment Date Health, Property and Personal Accident claims and to refund unearned premiums. The balance of approximately \$1.4 million was then transferred to the Statutory Fund to replenish the Statutory Fund previously used to meet the costs of facilitating substituted coverage as ordered by the Court.



## **5.3** Corporate deposit contracts

As discussed in Section 2.2.1 of this report, in accordance with the Insurance Act, corporate deposit contracts do not have access to the Statutory Fund.

We are currently aware of 12 corporate deposit contracts totalling approximately \$2.4 million. There may be additional contracts of which we are currently unaware that may arise once the JM advertises the Solution and communicates details of the Bar Date.

These contracts do not have access to the Statutory Fund and consequently rank as unsecured claims against the remaining assets of the Company.

## **5.4 Employee Pensioners**

At the Appointment Date the Company had an unfunded pension liability of approximately \$8.2 million, relating to the pensions due to current and former employees of the Company.

The JM has received legal advice that the Employee Pensioners cannot establish a legal interest in the assets of the Statutory Fund. Consequently this group would have to establish its claims in the proposed winding-up.

The JM has been in talks with both the GOB and Sagicor and is trying to reach an agreement whereby the GOB would provide support for the pension creditors by way of providing both cash and bonds to Sagicor so that these pension plans can be transferred to Sagicor at no loss to the Employee Pensioners.

In April 2015 the GOB indicated support for \$8.2 million in pension liability. However a more recent valuation, dated August 31, 2015, quantifies an amount of \$10.0 million which accounts for a cost of capital and profit element, which the previous valuation did not. The JM is now in the process of negotiating with Sagicor and the GOB on this matter based on the revised valuation.

### 5.5 Trade Creditors

At the Appointment Date the Company had a number of trade creditors who were owed monies. These creditors ranged from office equipment suppliers, to organizations who had assisted with the building of the Collymore Rock office building. The creditor ledger stood at approximately \$2.5 million at the Appointment Date.

In a winding-up, all creditor claims will be called for and considered on an individual basis so as to determine the root of their claim and resulting entitlement to any residual assets available for distribution.

## **5.6 Employee Claims**

Under the Severance Payments Act, employees are entitled to certain payments in the event that they are made redundant. Under the Companies Act, these payments are classed as preferential and rank



above the claims of other unsecured creditors in the event that the Company has assets available to enable a distribution to creditors.

As referenced above, the Company was not in a position to pay severance to those employees who were made redundant as there were insufficient assets available outside of the Statutory Fund (to which the employees are not entitled).

The Company informed those employees that there were insufficient funds to provide them with a severance payment and advised them to contact the National Insurance office with regards to a claim for their severance entitlement. Several of those former employees have applied to the Severance Tribunal to have their Severance Claims determined ('Severance Claims').

Once those Severance Claims are determined the former employees will be entitled to have their severance paid from the Severance Fund whereupon all rights and remedies of the employee will ultimately vest in the National Insurance Board ('NIB'). The NIB can then claim against the Company in the proposed winding-up to recover the sums paid to the former employees.

In the circumstances and in the event that the Company has assets available for distribution, we expect that Severance Claim creditors (whether made by former employees or through the NIB) will seek to assert a preference to other creditors.

There will also be Severance Claims by current employees of the Company who will be made redundant once the transfer of the Life and Annuity policies is completed. Those claims cannot be quantified until the end of their employment, however, we estimate that the value of these Severance Claims will be in the region of \$1.0 million to \$2.0 million.

Estimated liabilities without access to the Statutory Fund			
	\$000		
Pre-Appointment Health, Property and Personal Accident Policies	500		
Corporate deposit contracts	2,400		
Employee pensioners	8,200		
Trade creditors	2,500		
Employee claims	2,000		
Total estimated liabilities	15,600		



Appendix 6 - Receipts and Payments account to December 31, 2015

	Last Reported 30 Sep 2010 to 31 Jul 2013	Current period 1 Aug 2013 to 31 Dec 2015	Cumulative Total 30 Sep 2010 to 31 Dec 15
Receipts	BD\$	BD\$	BD\$
Recoveries from bank accounts/opening bank	2 472 922		2 472 922
balance	2,473,833	265.005	2,473,833
Rental/tenancy receipts	738,355	365,005	1,103,360
Interest and dividends	3,335,011	2,102,724	5,437,735
Direct deposit (bank accounts)	-	1,791	1,791
Interest on Segregated funds	836,912	1,436,444	2,273,356
Employee repayment of staff advances	86,169	-	89,169
Sundry receipts	74,292	4,037	78,329
Financial Asset Realizations	11,493,189	13,034,806	24,527,995
Post-appointment policyholder receipts - Health & Property	2,432,794	60,872	2,493,666
VAT receipts	124,412	63,876	188,288
Total Receipts	21,597,967	17,069,555	38,667,522
Payments			
Pension refunds	67,836	-	67,836
Land and Withholding Tax payments	183,797	332,239	516,036
Employee and agents salaries	4,132,679	1,537,316	5,669,995
Utility bills	535,230	359,275	894,505
Insurance premiums	562,214	525,205	1,087,419
Reinsurance premiums	310,081	-	310,081
Property maintenance costs	172,767	121,407	294,174
Bank charges	57,975	24,555	82,530
Health & Property payments	3,467-	1,078,543	1,082,010
Sundry payments	11,430	12,667	24,097
Other operating expenses	1,018,921	590,651	1,609,572
Judicial Manager fees	6,607,818	6,438,520	13,046,338
Legal fees	1,247,096	930,672	2,177,768
Actuarial fees	1,104,006	1,837,833	2,941,839
Other professional fees	415,603	438,128	853,731
VAT payments	1,512,116	1,547,378	3,059,494
Total Payments	17,943,036	15,774,388	33,717,425



	Last Reported 30 Sep 2010 to 31 Jul 2013	Current period 1 Aug 2013 to 31 Dec 2015	Cumulative Total 30 Sep 2010 to 31 Dec 15
Net Receipts/(Payments) before policyholder receipts	3,654,931	1,295,166	4,950,097
Life and annuity premiums, net of refunds	15,919,050	4,767,621	20,686,671
Net Receipts/(Payments) including policyholder receipts	19,573,981	6,062,787	25,636,768

Set out below is a description of the most significant receipts and payments in that period.

## 6.1 Receipts

Policyholder premiums are not recorded in the JM's Receipts and Payments account as they are held in a separate segregated account. The Company's main sources of cash inflows during the Judicial Management, aside from the \$2.5 million in the Company account at appointment are noted below:

- Rental/tenancy receipts of \$1.1 million, relating to the rental of property owned by the Company;
- Interest and dividends of \$5.4 million from the various shares, bonds and cash investments held during the period;
- Interest on the Segregated Premiums collected of \$2.3 million;
- Financial asset realizations of \$24.5 million were received since the Appointment Date. These assets were realized following Court approval and with the consent of the FSC, and were used to fund the expenses of the Company during the Judicial Management; and
- As discussed at Appendix 5 there was a balance of \$1.4 million (\$2.5 million less \$1.1 million) related to the segregated premium for the Health, Property and Personal Accident trading period that was used to replenish the Statutory Fund.

## **6.2 Payments**

Since the Appointment Date there have been a number of significant payments made in due course of managing the Company, including:

- Employees and agents salaries: \$5.7 million in relation to BAICO employees which were retained by the JM;
- JM fees of \$13.0 million in respect of time charged by the JM and its staff on a time cost basis;



- Legal advisors fees of \$2.2 million relating to case specific legal issues associated with the JM including preparing legal opinions, preparing Court documents, attending Court, drafting the Insurance Substitution Agreements, drafting the Sale and Purchase Agreement, drafting the Transfer Scheme etc.;
- Actuarial fees of \$2.9 million in connection with advice concerning the actuarial liabilities and valuation of the same, as well as the production of a valuation model; and
- VAT payments of \$3.1 million off-set against VAT receipts of \$0.2 million have been made and the JM is in talks with the Barbados Revenue Authority regarding the outstanding VAT.

## 6.3 Funding the JM's fees and other expenses

As previously reported, the majority of the Company's assets as at the Appointment Date were held in the Statutory Fund. The cash not held in the Statutory Fund was utilized for payment of the Company's operating expenses and the fees and expenses in connection with the management and administration of the Judicial Management. Once exhausted, the Court's approval was sought to use the assets held in the Statutory Fund to pay the Company's operating expenses and the current and future fees and expenses of the Judicial Management out of the assets in the Statutory Fund, where required.

On July 25, 2011, the High Court, after hearing Counsel for the JM and the FSC respectively, granted the JM leave to utilize the Statutory Fund for these purposes subject to the JM being required to notify the FSC seven days ahead of any actions to realize an asset from the Statutory Fund. In addition, the JM is to provide the Court with details of its fees and its advisers' fees and expenses within 30 days of payment of the same.



### British American Insurance Company (Barbados) Limited ("BAICO" or "the Company")

Final Report including the JM's recommended course for BAICO's Life and Annuity Policies

March 14, 2016

## **Appendix 7 – Transaction balance sheet as at the Valuation Date**

## SCHEDULE 4 TRANSACTION BALANCE SHEET USED AS BASIS FOR ESTIMATE OF GOB SUPPORT

**Estimated Transaction Balance Sheet at Transfer Completion Date** 

<u>Liabilities</u> Bd\$'000 Notes

Transferring Liabilities
Policy reserves

99,441 Agreed actuarial reserves for transferring policies (based on "In-force" policies in Policy Data File dated 31 December 2014) and valued as at 31 December 2014. This value assumes that all Post-Appointment Lapsed Policies accept the Lapsed Policy Offer and hence all reinstate and transfer to the Transferee. The actual final reserve value will

depend upon how many policies are forfeited, but it is noted that if none of these policyholders accept the Lapsed Policy Offer (and hence are all forfeited) then the reserves are

estimated to reduce by approximately BD\$2.0 million.

Total Liabilities 99,441

Assets Bd\$'000

**Transferring Assets** 

Cash/securities (see Note 1) 8,895 Projected transferring cash/securities at Transfer Completion Date. See breakdown in Note 1.

Policy Loans 7,720 BD\$7.720 million Policy Loans attached to Transferring Policies based on "In-force" policies in Policy Data File dated 31 December 2014. This value assumes that all Post-Appointment Lapsed Policies accept the Lapsed Policy Offer. The actual final policy loan value will depend upon how many policies accept the Lapsed Policy Offer, but it is

Appointment Lapsed Policies accept the Lapsed Policy Offer. The actual final policy loan value will depend upon now many policies accept the Lapsed Policy Offer (and hence are all forfeited) then the policy loan balance is estimated to reduce by approximately BD\$2.5

Provision against loans (503) During the course of Sagicor's due diligence process there were loans identified with a value of BD\$723,939 where there was no paperwork, therefore a provision has been applied against this amount. BD\$220,569 relates to cash amounts required to reinstate lapsed policy offer (see below) and BD\$503,370 in relation to amounts secured by existing

against this amount. Bus220,569 relates to cash amounts required to reinstate lapsed policy offer (see below) and Bus503,370 in relation to amounts secured by existing policies. In the meantime the JM is carrying out a verification exercise to substantiate these loans, and where they can be substantiated the provision will be released.

Consideration 1,400 As agreed in SPA.

Estimate of GOB Support 81,929 Balancing figure as agreed in SPA

Total Assets 99,441



## British American Insurance Company (Barbados) Limited ("BAICO" or "the Company")

Final Report including the JM's recommended course for BAICO's Life and Annuity Policies

March 14, 2016

#### **Notes**

1 Estimate of cash/securities

Rd\$'000 Notes

	1. Estimate of cash/securities	Bu\$ UUU NOTES
	Net cash/securities from Statutory Fund	14,733 Projected cash or securities deriving from Statutory Fund assets (excluding real estate) at Transfer Completion Date, net of amounts held back by JM to cover costs. Includes VAT reclaim from Barbados Revenue Authorities of BD\$3.7m. Securities valuations as at June 2015.
	Post-Appointment Premiums	18,591 As at 31 Dec 2014 and per 31 Dec 2014 Policy Data File (cash held in segregated account).
	Cash collected under Lapsed Policy Offer	3,201 Estimated projection of cash that will be collected under the Lapsed Policy Offer. This estimate is as at 31 December 2014 and as per 31 Dec 2014 Policy Data File and assumes that all Post-Appointment Lapsed Policies accept the Lapsed Policy Offer. The actual amount collected will depend upon how many policies lapse, but it is noted that if none of these policyholders accept the Lapsed Policy Offer (and hence are all forfeited) then the amount collected will be BD\$nil.
	Provison against Lapse Policy Offer	(221) Per "Provision against loans" above - where due to the lack of documentation these policyholders are not anticipated to take up the Lapse Policy Offer on their policies. In the meantime the JM is carrying out a verification exercise to substantiate these loans, and where they can be substantiated the provision will be released.
	Less: Claims & De Minimis Policies (see Note 2) Total Cash/securities	_(27,409) Based on Policy Data File as at 31 Dec 2014. See breakdown in Note 2. 8,895
:	2. Claims & De Minimis Policies	Bd\$'000 Notes
	Pre-Appointment deaths	2,065 As per 31 Dec 2014 Policy Data File.
	Pre-Appointment maturities	1,144 As per 31 Dec 2014 Policy Data File, plus BD\$240,831 provision for additional pre-appt maturities from well before 2010 (called "Policy proceeds on deposit" - see JM 90 day Report).
	Pre-Appointment surrenders	1,538 As per 31 Dec 2014 Policy Data File.
	Post-Appointment deaths	4,665 As per 31 Dec 2014 Policy Data File.
	Post-Appointment maturities	17,309 As per 31 Dec 2014 Policy Data File.
	De Minimis Policy Payment Amounts	52 As per 31 Dec 2014 Policy Data File.
	Refunds for overpaid premium	30 As per 31 Dec 2014 Policy Data File. Some live policies have paid too much premium during JM and these overpayments will be refunded to the policyholder.
	Unpaid amounts to Vested Annuities	606 Accrued but unpaid regular payments to Vested Annuities up to 31 Dec 2014. Equivalent monthly payment \$11,886.19.
	Total Claims & De Minimis Policies	27,409

## **Appendix 8 – Health and Property and Personal Accident Policy Transaction**

The JM successfully negotiated Insurance Substitution Agreements ('ISAs') for the Health, Property and Personal Accident portfolio of BAICO, with Sagicor Life Inc. and Sagicor General Insurance Inc. ('SLISGII'). The Court approved the ISAs on November 29, 2011 and the ISAs were executed on December 1, 2011.

Under the ISAs SLISGII offered substituted insurance policies to the Health, Property and Personal Accident Policyholders. Those policyholders were given the option to take up substituted coverage with SLISGII and their BAICO policies were subsequently cancelled.

The JM has since been able to pay in full all valid claims made after the Appointment Date by Property, Health, and Personal Accident Policyholders.

The JM has also refunded amounts overpaid by those policyholders who declined to take up the offer of substituted coverage with SLISGII.

The proposed treatment of Pre-Appointment Date Health, Property and Personal Accident Policy claims is explained at Appendix 5.

## 8.1 Background

Live Policies at September 2010	
Health Products	2,170
Personal Accident Products	279
Property Products	1,022
Total Number of Policies	3,471

At the Appointment Date, the Company had a Health, Property and Personal Accident portfolio with 3,471 live policies. These policyholders paid total annual premiums in the region of \$3.1 million for coverage against a variety of risks.

In accordance with the Insurance Act, Health, Property and Personal Accident Policyholders do not have access to the Statutory Fund as previously set out.

The asset and liability position of this portfolio was unclear at the Appointment Date so the JM took the decision to accept premium payments on trust from all policyholders while the position was explored in more detail. No policies were automatically cancelled by the JM, but in this interim period no claims were paid either.



## 8.2 Offer of substituted coverage by SLISGII

In seeking to fulfil its duties under the Insurance Act the JM sought to identify an alternative insurer to provide Health, Property and Personal Accident Policyholders with coverage as close to the terms of their original policy as possible.

The JM did not expect to receive significant consideration for this portfolio, due to its relatively small size as well as the short term nature of these types of insurance products. The JM compiled a list of insurers authorized to sell this type of insurance product in Barbados, and exchanged non-disclosure agreements with those parties who expressed an interest in the portfolio.

Despite limited market interest, the JM entered into separate ISAs with SLISGII, having received Court approval to do so on November 29, 2011. Pursuant to the terms of the ISAs, the Company's Property and Personal Accident Policyholders were given written notices of the cancellation of their policies with effect from December 16, 2011, and the Company's Health policyholders were given notice that their policies would be cancelled with effect from January 3, 2012.

The terms of the ISAs permitted SLISGII to offer the Company's Health, Property and Personal Accident Policyholders with new insurance with SLISGII on terms as close as possible to their original policy with the Company. These policyholders were therefore given an option to take up substituted coverage with SLISGII or to refuse the same. Any claims incurred from the Appointment Date until the respective date of termination remained the responsibility of the Company.

The Company is to receive a payment of 10% of the value of the annual premiums paid by policyholders who took up the offer of substituted coverage. A total of 670 policyholders took up coverage with SLISGII and a payment of \$70,000 is due from SLISGII to the Company.

## 8.3 Premiums and claims

Following the cancellation of the policies, the JM completed a reconciliation process to record the value of all premium payments, premium refunds and claims received from the Appointment Date to the relevant date of cancellation. Based on this analysis it was concluded that there was a surplus of premiums collected over claims received during the Judicial Management.

The JM therefore made an application to Court to request leave to use the Health, Property and Personal Accident segregated premiums collected during the trading period to pay the Post Appointment Claims as well as to refund any unearned premiums in respect of advance premiums paid.

## 8.4 Replenishing the Statutory Fund

The JM also requested from the Court that the remaining balance of premiums after these payments be used to replenish the Statutory Fund.

During the Judicial Management period, the Company had limited sources of income as all premiums collected were held in a segregated account pending application to the relevant policy. As a majority of the Company's assets at appointment were held as part of the Company's Statutory Fund, the JM



had to apply to Court to seek permission to use Statutory Fund assets to meet the operating costs of the Company as there was little other Company income.

Part of these operating costs related to the administration of the Health, Property and Personal Accident portfolio, so the JM formed the opinion that any excess 'profit' on this portfolio should be used to replenish the Statutory Fund. The Court concurred with the JM's opinion and an Order was granted accordingly on May 15, 2013.

## 8.5 Residual Matters

As the policies have been terminated and Post-Appointment Claims have been paid, the Health, Property and Personal Accident portfolio is closed. There is a residual issue of policyholder claims prior to the appointment of the JM, which do not have access to the Statutory Fund or post appointment trading receipts. These claims are unsecured claims and are proposed to be dealt with in the proposed winding-up of the Company as discussed at Appendix 5. The JM will also seek the Court's directions on this matter.



## Appendix 9 – Key policy terms

### 9.1 Cash Value

Means, in relation to an Ordinary Life Policy, the cash amount payable to a policyholder in the event that the policyholder surrenders their policy. The amount is defined at any given time by a table of Cash Values within the policy terms and expressed as a value payable per \$1,000 of Face Value.

Cash Value is often referred to as cash surrender value, surrender value, surrender benefit, non-forfeiture value, or descriptions of a similar nature.

Cash Values are only applicable to Ordinary Life Policies.

## 9.2 Face Value

Means, in relation to a Life Policy, the amount that is often referred to as face value, face amount, protection amount, sum insured, sum assured, or descriptions of a similar nature.

For Ordinary Life Policies and Term Life Policies, the Face Value is the amount of death benefit payable to the beneficiary upon death of the policyholder.

For Universal Life policies, the death benefit payable can (at the option of the Policyholder) be either:

- a) The greater of (i) the Face Value or (ii) the Fund Value plus \$25,000; or
- b) The Face Value plus the Fund Value.

Face Value is not a term that is applicable to an Annuity Policy, which instead pays out the fund value in the event of a death.

## 9.3 Fund Value

Means, in relation to a Universal Life Policy or an Annuity Policy, the value of a policyholder's fund at any given time, calculated in accordance with their policy terms.

Fund Value is often referred to as the value of the accumulation fund, accumulation value (in the case of a Universal Life Policy), or cash value (in the case of an Annuity Policy).

The Fund Value at any given time is generally determined by referring to the Fund Value at a prior point in time, and adjusting for interest earned by the policyholder at the credited rate and any cost of insurance or other charges deducted during the period

Fund Values are only applicable to Universal Life or Annuity Policies.



### 9.4 Periodic Premium

Refers to the agreed level of premium payable on a regular basis by the policyholder. This may be paid weekly, monthly, quarterly, annually, or some other such period as agreed with the Company.

Periodic Premium can apply to all Policies, although they are flexible for Universal Life and Annuity Policies.

## 9.5 Policy categories

#### 9.5.1 Life Policies

There are three broad categories of Life Policies:

### **Term Life Policy**

- Traditional term life insurance policy
- Policyholder pays fixed regular premiums for an agreed period
- In event of death, beneficiary receives payment of Face Value
- Policyholder not entitled to any contractual payment in event of lapse or surrender
- Policyholder not entitled to take out Policy Loans

### **Ordinary Life Policy**

- Traditional whole of life insurance policy
- Policyholder pays fixed regular premiums for their whole life (or until policy becomes 'paid up')
- In event of death, beneficiary receives payment of Face Value
- Policyholder can surrender their policy at any time and receives payment of Cash Value. This increases over the life of the policy until reaching Face Value, or other targeted amount, at maturity
- Policyholders can take out a Policy Loan against Cash Value
- Includes Whole Life Policies and Endowment Policies

### **Universal Life Policy**

- New style whole of life insurance policy
- Policyholder has savings fund into which they pay flexible premiums, which add to Fund Value



- Fund earns interest, but has charges and insurance costs deducted
- In event of death, beneficiary receives payment of combination of Face Value and Fund Value
- Policyholder can surrender Policy at any time and receives Fund Value at that point (less surrender charge)
- Policyholders can withdraw funds from Fund Value
- Policyholders can take out a Policy Loan against Fund Value

### 9.5.2 Annuity Policies

There are two broad categories of Annuity Policy:

### **Annuity Policy**

- Savings fund combined with guaranteed conversion to annuity income upon maturity
- Policyholder has savings fund into which flexible premiums are paid, adding to Fund Value
- Fund earns interest, but there are no continuously levied charges against these policies
- In event of death, beneficiary receives Fund Value
- Policyholder can surrender policy at any time and receives Fund Value at that point (less surrender charge)
- Includes Flexible Premium Annuity (FPA), Flexible Premium Annuity II (FPAII) and Executive Flexible Premium Annuity (EFPA) Policies. EFPAs are also known as Special Edition Policies. FPAII and EFPAs are the same as FPAs, but include period of fixed rate returns

### **Vested Annuity Policy**

These are standard BAICO Annuity Policies that had already matured prior to the Appointment Date, paying a regular annuity income to the policyholder.

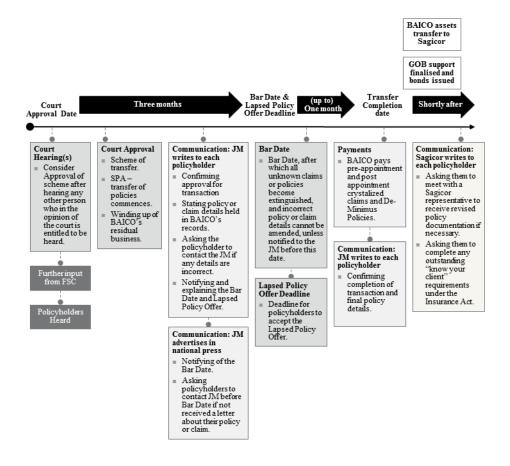


#### British American Insurance Company (Barbados) Limited ("BAICO" or "the Company")

Final Report including the JM's recommended course for BAICO's Life and Annuity Policies

March 14, 2016

## **Appendix 10 – Estimated timeline**





## Appendix 11 – Eckler Actuarial Report as at the Valuation Date

REPORT ON THE ACTUARIAL VALUATION OF BRITISH AMERICAN INSURANCE COMPANY (BARBADOS) LTD (IN JUDICIAL MANAGEMENT) ("BAICO") as of 31st December 2014







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19 November 2015

Ms. Lisa Taylor, CA, CFE, CBV
Judicial Manager for British American Insurance
Company (Barbados) Limited
c/o KPMG (Barbados)
KPMG Building
Hastings
Christ Church BB 15154
Barbados

Dear Ms. Taylor:

Re: Report on the Actuarial Valuation of the Policy Liabilities of British American Insurance Company (Barbados) Limited (In Judicial Management) ("BAICO") - As of 31st December 2014

We are pleased to present Eckler Ltd's report on the actuarial valuation of policy liabilities and actuarial appraisal value of BAICO as of 31st December 2014 in the context of its insolvency.

We have relied significantly on the information provided by BAICO, KPMG, and the Judicial Manager ("JM") in order to complete our work. We acknowledge their important contribution to this process.

Our report contains the description of the valuation methodology and assumptions used in the valuation of BAICO.

If further explanation is required, we remain available to answer your queries.

Yours very truly,

Sylvain Goulet, Principal, Eckler Ltd.

Christine Finlay, Principal, Eckler Ltd.



#### 1. INTRODUCTION

We have been retained by the Judicial Manager ("JM") for British American Insurance Company (Barbados) Limited ("BAICO") as actuarial advisors to assist the JM and KPMG in their proposal to dispose of the remaining life and annuity policy portfolios of BAICO. The JM was appointed by order of the Supreme Court of Barbados dated 30<sup>th</sup> September 2010. Eckler had previously prepared two reports, one as of 30<sup>th</sup> June 2009 and one as of 30<sup>th</sup> September 2010 using policy data provided by BAICO. The present report focuses on the actuarial review of the restructuring plan of BAICO. The current proposed plan assumes the sale of the portfolio to an existing life insurer in a way that protects the policyholders and provides the insurer with an opportunity to increase its market share in Barbados.

Under this plan, policies will be transferred to a new carrier, Sagicor Life Inc. ("Sagicor"). Some of the policy terms will be adjusted in order to facilitate the transfer of the business to Sagicor.

It is understood that our work does not include a valuation, examination or audit of BAICO's assets but is restricted to a valuation of the policy liabilities on a going concern basis using appropriate discount rates. For the purpose of determining the valuation and the Appraisal Value of the BAICO portfolio, we have made use of actuarial assumptions and methodology which are consistent with those used in the Caribbean insofar as interest, mortality, lapse and expenses are concerned. The impact of reinsurance is nil as treaties have been cancelled.

Our report is intended for use by the JM only.



### 2. SCOPE, DATA RELIANCE AND LIMITATIONS

The scope of our assignment is to support the JM and KPMG in the determination of the valuation of BAICO's actuarial liabilities and appraisal value as of 31st December 2014. We have determined actuarial assumptions as required, but some decisions with respect to other aspects of the restructuring have remained with KPMG.

We have relied on data provided by BAICO and reviewed by KPMG. We have not performed any audit or made independent verification of the information provided to us. To the extent that there are material errors in the information provided, the results of our analysis and valuation will be affected. As we have no knowledge of any such errors, if any, we are not in a position to provide any estimate of its possible impact.

The results of our valuation as summarized in this report are as of 31st December 2014 unless otherwise stated.

We have relied on the following material provided by either BAICO or KPMG:

- An AXIS dataset used internally to calculate actuarial liabilities;
- Data extract of policies in force as of 30<sup>th</sup> September 2010;
- A listing of death claims, maturities, surrenders and lapses during the JM period;
- Previous information used by Eckler in the 2010 Actuarial Valuation of in force business including sample policy contracts, tables of cost of insurance charges, renewal commission schedules, and other miscellaneous;
- A listing of date of birth by policy;
- In-force data spreadsheet as of 30<sup>th</sup> September 2010 containing supplementary data (addresses etc) and updated fund values for annuities;
- A database containing information for identifying all assumed registered annuities;
- Information with respect to all collected premiums during the JM period;
- Information with respect to policy loans as of 30<sup>th</sup> September 2010;
- A listing of applicable riders attached to policies as well as additional information with respect to premium substandard ratings; and
- Data information with respect to Anchor Life policies including Converted Annuities.



#### 2.1. General Limitations

The assumptions underlying the results presented in this report are the same as those used in previous valuations and reports, unless otherwise stated. Assumptions are summarized in Section 5 of this report.

An important assumption in the determination of policy liabilities is the rate of interest used to discount future policy cash flows. Typically discount rates used in the determination of policy liabilities are derived from the known and expected future policy cash flows and asset cash flows backing the policy liabilities (Asset-Liability Management, or "ALM"). This practice was not followed in the valuation of BAICO's policy liabilities because the Company's insolvency means that there is a shortfall of assets. However, based on the proposed bonds structure that the Government of Barbados has proposed to offer, we have estimated the discount rates in a manner consistent with an ALM approach.

## 2.2. Currency

All monetary values are expressed in Barbados Dollars, unless otherwise stated.



#### 3. SUMMARY OF IN FORCE BUSINESS AT VALUATION DATE

### 3.1. Appointment Date

The "Appointment Date" is defined as 30<sup>th</sup> September 2010. "Pre-Appointment" and "Post-Appointment" refer to the time prior to and after the appointment date, respectively.

#### 3.2. Valuation Date

The "Valuation Date" is defined as 31st December 2014.

### 3.3. JM Period

The "JM Period" is defined as the period between the Appointment Date and the Valuation Date.

#### 3.4. Policy Data File

BAICO operated as a multi-line composite company. Using original data provided by BAICO through KPMG, Eckler produced a Policy Data File containing all BAICO Life and Annuity policies in force at Valuation Date, excluding Corporate Investment Contracts, but including:

- (a) Anchor Life policies that were kept 'off system' by BAICO; and
- (b) Converted Annuity policies that had already vested into income paying policies at Appointment Date.

The following policies were excluded from the reserve valuation but included in the Policy Data File:

- (c) "De Minimis Policies" as defined in section 10.1; and
- (d) Policies with a "Crystallized Claim" as defined in section 10.2.

The Policy Data File contains a combination of policy data supplied by KPMG and values calculated by Eckler. Data calculated by Eckler includes:

- termination or maturity date for annuities;
- substandard premiums for permanent mortality extra (temporary extras were not available);
- annualized premiums;



- cash surrender values at Valuation Date;
- fund values at Valuation Date;
- automatic premium loans ("APL") generated during the JM Period;
- policy loans at Valuation Date;
- amount of De Minimis payments; and
- amount of premiums to be refunded to policyholder.

#### 3.5. Fund Values at Valuation Date

Fund Values at Valuation Date for Universal Life policies and Annuities were recalculated by Eckler based on:

- (a) fund values at Appointment Date;
- (b) actual premiums collected during the JM period;
- (c) credited rate of 4.0% for Universal Life and 0% for Annuities during the JM Period; and
- (d) all other BAICO charges were applied as normal.

### 3.6. Summary of In Force

SUMMARY OF IN FORCE						
Product Line	No. Policies	Face Amount	Annualized Premiums	Cash Values	Fund Values	Policy Loans
Universal Life	6,208	\$463,545,790	\$5,272,472	\$34,379,819	\$34,220,496	\$2,615,168
Whole Life	1,188	\$38,571,640	\$782,496	\$13,278,058	\$0	\$6,032,964
Term Life	521	\$78,601,498	\$543,366	\$0	\$0	\$0
Anchor Life	116	\$2,046,308	\$0	\$983,379	\$983,379	\$0
De Minimis	153	\$204,742	\$8,233	\$41,771	\$0	\$9,338
Total Life	8,186	\$582,969,978	\$6,606,568	\$48,683,028	\$35,203,875	\$8,657,470
Accumulation Annuities	5,845	\$0	\$0	\$65,547,777	\$65,547,777	\$0
Converted Annuities	54	\$11,886	\$0	\$0	\$0	\$0
Total Annuities	5,899	\$11,886	\$0	\$65,547,777	\$65,547,777	\$0
Grand Total	14,085			\$114,230,805	\$100,751,652	\$8,657,470



#### 4. VALUATION METHODOLOGY AND SUMMARY OF ASSUMPTIONS

#### 4.1. General

We have valued the BAICO portfolios explicitly. The values of the other portfolios known as Anchor Life (life and annuity portfolios) have been estimated, however their values are not material. Actuarial liabilities have been calculated for all policies that remain in force at Valuation Date (excluding De Minimis policies and crystallized claims).

The valuation of actuarial liabilities has taken into account all material policy riders such as waiver of premiums, accidental death and dismemberment, as well as original BAICO policy terms and conditions such as substandard ratings, except where specifically amended and defined below. BAICO policy terms and conditions include BAICO cash value tables, cost of insurance charge structure for universal life policies, etc.

#### 4.2. Policy Amendments

As part of Sagicor acquiring the policies from BAICO, certain amendments to the in force are being introduced.

#### 4.2.1. Life Policies

- (a) Surrenders are prohibited from Appointment Date until 5 years after the Valuation Date; and
- (b) Policy Loans are restricted to a maximum loan % from the Valuation Date

#### 4.2.2. Annuities

- (a) Credited interest rate is defined as 0% during the JM Period;
- (b) after the JM period, the credited interest rate is defined as the variable rate credited on Sagicor RRSP products (currently 4.0%);
- (c) the minimum guaranteed credited rate has been amended to 2.0% per annum;
- (d) surrenders and withdrawals are prohibited from the Appointment Date to the revised maturity date;
- (e) the maturity date on registered policies has been amended to policyholder age 66; and
- (f) the maturity date on unregistered policies have been amended to the earlier of policyholder age 66 or10 years after the Valuation Date.



# 4.3. Valuation Method

# 4.3.1. Life Insurance

The valuation method we have used in determining the valuation of actuarial liabilities is the Canadian Asset Liability Method ("CALM") or the Policy Premium Method ("PPM") as an approximation. CALM implies the use of the assets backing liabilities in order to determine the valuation interest rates. Since there are insufficient assets to support the BAICO liabilities, we have used PPM as a reasonable approach to calculate the valuation and based on the general terms of the bonds structure as proposed by the Government of Barbados. PPM is regularly performed in the valuation of actuarial liabilities and is an approach accepted by both Canadian and Caribbean Regulators. PPM involves projecting all future cash flows and expenses under best-estimate assumptions with provisions for adverse deviations. No zero floor (for negative reserves) or cash value floor (for cash value deficiency) are assumed so the PPM reserves can be negative and / or lower than cash values. We used the AXIS software version 12.7.99.004 to calculate the PPM reserves.

The assumptions are based on best-estimate assumptions from the Company's experience if available and credible, or otherwise based on our knowledge of industry experience in the Caribbean. The valuation of the BAICO policies has been computed using prudent assumptions. This is based on our judgement as to a reasonable set of valuation assumptions around a prudent outlook and the BAICO portfolio as a standalone business. In particular, we have assumed unit expenses at a level that can be considered reasonable in the Caribbean market. A margin for adverse deviation ("MfAD") is included for each of the assumptions.

Actuarial assumptions have been determined for:

- (a) mortality,
- (b) lapse rates,
- (c) expenses,
- (d) premium persistency on universal life business, and
- (e) discount rate.

# 4.3.1. Accumulation Annuities

Actuarial liabilities are determined as the aggregate of the Annuity fund values plus the present value of expenses at the valuation date.

Calculation of the present value of expenses involves projecting each contract to maturity to determine the number of contracts in force each year into the future. Aggregate expenses are then determined based on the projected number of



contracts in force and the projected level of expenses per contract in force for each projection year. Expenses per contract in force are projected under best-estimate assumptions (including inflation) with provisions for adverse deviations.

We created an Excel workbook to calculate the Accumulation Annuities reserves. All projection assumptions, including the discount rates used to calculate the present value of expenses, are described in section 5.10 of this report.

Actuarial assumptions have been determined for:

- (a) expenses,
- (b) inflation, and
- (c) discount rate.

#### 4.4. Reinsurance

We have been informed by KPMG that all reinsurance arrangements in existence at the Appointment Date have now been terminated through mutual agreement between the JM and the reinsurers. Our valuation and Appraisal Value are therefore determined without any reinsurance program.

# 4.5. Scenarios

# 4.5.1. With and Without Reinstatements

We have computed the final valuation on the basis that all life insurance policies which are in late premium payments mode will reinstate their policies. We have also determined the impact on the valuation if none of the policies in question would be reinstated. It is expected that the right answer will be somewhere in between these two positions.

# 4.6. Best-Estimate Assumptions

# 4.6.1. Interest Rates

The assumed investment return is 6.6% beginning in calendar year 2015, grading down to 5.7% after 35 years. This was derived mainly by reflecting the combination of the Government of Barbados' proposed bonds structure as well as the current yield curve in Barbados.

# 4.6.2. Mortality

The mortality assumption for ordinary life, home service and UL policies is a percentage of the Canadian Institute of Actuaries 1997-2004 ("CIA9704") age last birthday mortality tables. The CIA9704 table is based on a study of Canadian



intracompany mortality on individual insurance policies between 1997 and 2004. The assumption is sex-distinct for all policies and smoker distinct for universal life policies only. Our adjustment to the table reflect generally accepted Caribbean experience compared to Canadian experience.

Select and ultimate mortality was used with the exception of funeral policies and Home Service business where ultimate mortality was assumed to account for the low level of underwriting on that block of business. Mortality was further adjusted to reflect recent Canadian experience as well as Caribbean mortality experience relative to that experienced in Canada.

# 4.6.3. Lapse

The lapse assumption for ordinary life, home service and UL policies was determined based on our general knowledge of experience in the Caribbean market. The lapse assumption varies by product line and is assumed to be zero for paid-up policies. We did not assume an explicit assumption for UL partial fund withdrawal; the lapse assumption is assumed to cover both surrenders and partial withdrawals.

# 4.6.4. Administrative Expenses

We have assumed an administrative expense assumption that is, in our opinion, reasonable for an insurer operating in Barbados. The expenses summarized in the tables below are applicable to 2014. We have further assumed that expenses inflate thereafter at 2.5% per annum.

#### 4.6.5. Commissions

Our assumption for commissions is based on the Barbados commission structure as originally provided by BAICO. The commission structure on UL plans varies between minimum premium and premiums in excess of the minimum premiums. Since we were not provided with minimum premium information for each policy record, the current valuation does not reflect the different commission rates and the base commission rates have been applied to the total premium paid.

Note that one will expect that no commissions should be payable anymore since the BAICO insurance agents are no longer servicing the policies in question. However, since it is reasonable that any buyer of the BAICO portfolio will assign the servicing of the policies to its own insurance agents, it follows that these agents will in turn receive ongoing commissions to support the servicing activities.

# 4.6.6. Premium Tax

We have assumed an annual premium tax of 3% on all future premium deposits.



# 4.6.7. UL credited Rate

We have assumed that UL policies are being credited with an interest rate of 4.0% per annum. Our understanding is that the UL policy minimum guaranteed credited rate is 4.0% and that the contract guarantees that the credited rate will not be less than 4.0% per annum.

# 4.6.8. UL Starting Premium Level

The valuation extract appears to contain the initial premium amount selected by the policyholder as opposed to the actual premium amount being paid. To better match the revenue premium on the account, we have initially assumed 75% of the annual premiums extracted from the in force file. This was based on the overall ratio of premiums paid over the initial premiums as of the Appointment Date. Going forward, we have assumed 50% of the revised annual premiums, that is, 50% of 75% of the annual premiums extracted from the in force file. Although this is a subjective assumption, we believe it to be reasonable in the circumstances.

# 4.6.9. UL Premium Persistency

For future UL premiums, we have assumed premium persistency of 100% going forward. In other words, once it is assumed that policyholders will start paying premiums from the Valuation Date at a level of 50% of 75%, we have assumed no further deterioration in the premium payments.

# 4.6.10. Annuity Credited Rate

During the JM Period, we have assumed that the credited rate for Accumulation Annuities is 0.0%. After the JM Period, we have assumed 4.0% per annum for registered annuities and 3.5% per annum for unregistered annuities.

# 4.6.11. Annuity Maturity Date

The maturity date for registered annuities has been amended to policyholder age 66 whereas the maturity date for unregistered annuities has been amended to the earlier of policyholder age 66 or 10 years from the valuation date. Any policyholder who has already attained age 66 before the valuation date will be deemed matured on valuation date.

# 4.7. Margins for Adverse Deviations

Under Canadian actuarial standards, the PPM valuation is performed using best-estimate assumptions augmented by specific margins for adverse deviations (MfAD). The standards suggest certain MfAD ranges for specific assumptions. The standards further suggest the use of MfADs at or closer to the high-end of the range when there is less confidence in the selected assumption. There is little doubt that in the case of insolvency, uncertainty as to future experience should be the norm. We have therefore assumed the high end of the MfAD ranges.



# 4.8. Summary of Actuarial Assumptions — Whole Life ("WL") and Term Life ("TL")

ASSUMPTION	BEST-ESTIMATE	VALUATION
Interest	6.6% from calendar year 2015 to ultimate rate of 5.7% after 35 years, (see "2014 Interest Rate Table")	BE Interest rates less 0.50%
Mortality Base Tables	Ordinary Life: 100% of the CIA1997-04 S&U Mortality Table, Age Last Birthday, gender distinct but not smoking distinct;	BE mortality plus MfAD = 9.375 / Ex
	Ordinary Life Serenity (Funeral) Plan: 140% of the CIA1997-04 Ultimate Mortality Table, Age Last Birthday, gender distinct but not smoking distinct;	
	Home Service Life: 140% of the CIA1997-04 Ultimate Mortality Table, Age Last Birthday, gender distinct but not smoking distinct;	
	All above mortality based tables are further adjusted by two main mortality modification factors (1) Canadian Experience and (2) Caribbean Market. These adjustment factors are described below:	
Mortality Adjustment Factors - Caribbean Market	· 125% in years 1 to 10, 121.8% in year 11 grading to 100% in year 16 and thereafter	
Mortality Adjustment Factors - Canadian Experience	<ul> <li>For Select &amp; Ultimate Mortality Tables:</li> <li>Male Aggregate: 80.0% in years 1 to 10 grading to 91.0% in year 16+</li> <li>Female Aggregate: 89.5% in years 1 to 10 grading to 91.6% in year 16+</li> <li>Unknown Gender: 82.9% in years 1 to 10 grading to 91.1% in year 16+</li> </ul>	
	For Ultimate Mortality Tables: Male Aggregate: 91.0% Female Aggregate: 91.6% Unknown Gender: 91.1%	
Lapse	All by policy years as follows: Ordinary Life: 17%, 15%, 14%, 10%, 9%, 9%, 8%, 8%, 8% then 7%	+/- 12.5% MfAD
	Ordinary Life (Term): 17%, 15%, 14%, 10%, 8% then 6%	_
	Home Service Life: 20%, 15%, 14%, 12%, 10%, 8%, 6% then 5% 0% for paid-up policies	_
Expenses	Ordinary Life: \$83 per policy in 2015 with inflation of 2.5% per year starting in 2016	+5.00% MfAD
	Home Service Life: \$41.5 per policy in 2015 with inflation of 2.5% per year starting in 2016	
Commission	50% of the above assumed expenses for paid-up policies Unchanged from the Barbados commission structure originally provided by BAB. All by policy years as follows: Ordinary Life: 77.5%, 14%, 9.5% then 5%	Same as BE
	Home Service Life: 56% then 10%	



# 4.9. Summary of Actuarial Assumptions — Universal Life ("UL")

ASSUMPTION	BEST-ESTIMATE	VALUATION
Interest	6.6% from calendar year 2015 to ultimate rate of 5.7% after 35 years. (see "2014 BE Interest Table"	BE Interest rates less 0.50%
Mortality Base Table	100% of the CIA1997-04 S&U Mortality Table, Age Last Birthday, gender and smoking distinct. These rates are further adjusted by two main mortality modification factors (1) Canadian Experience and (2) Caribbean Market. These adjusted factors are described below:	BE mortality plus the following MfAD = 9.375 / Ex
Mortality Adjustment Factors - Caribbean Market	- 125% in years 1 to 10, 121.8% in year 11 grading to 100% in year 16 and thereafter	
Mortality Adjustment Factors -	- For Select & Ultimate Mortality Tables:	
Canadian Experience	Male Non-Smoker: 78.4% in years 1 to 10 grading to 88.8% in year 16+	
	Male Smoker: 86.1% in years 1 to 10 grading to 94.5% in year 16+	
	Female Non-Smoker: 88.8% in years 1 to 10 grading to 85.0% in year 16+	
	Female Smoker: 92.0% in years 1 to 10 grading to 99.1% in year 16+	
	Unknown Gender: 82.9% in years 1 to 10 grading to 91.1% in year 16+	
	For Ultimate Mortality Tables:	
	Male Non-Smoker: 88.8%	
	Male Smoker: 94.5%	
	Female Non-Smoker: 85.0%	
	Female Smoker: 99.1%	
	Unknown Gender: 91.1%	
Lapse	14%, 8% then 5% by policy years	+/- 12.5% MfAD
Expenses	\$83 per policy in 2015 with inflation of 2.5% per year starting in 2016	+5.00% MfAD
UL Credited Rate	Flat annual rate of 4%	Same as BE
Commission	Per Minimum Premium: by policy years as 50%, 20%, 10%, 5%, 5% then 1.25% (in	Same as BE
	year 6 and after)	
	Per Excess of regular premium over minimum premium: 5%	
Premium Tax	3% every year	Same as BE
Premium Persistency	100% level (i.e. no premium lapse)	Same as BE
Starting Premium Level	50% of the "Current" assumed UL premiums.	Same as BE
-	"Current" means 75% of the Original Data Premiums from BAICO	



# 4.10. Summary of Actuarial Assumptions — Accumulation Annuities ("AN")

ASSUMPTION	BEST-ESTIMATE	VALUATION
Interest	6.6% from calendar year 2015 to ultimate rate of 5.7% after 35 years. (see "2014 Interest RateTable")	BE Interest rates less 0.50%
Mortality	None	None
Lapse	None	None
Expenses	\$41.5 per policy in 2015 with inflation of 2.5% per year starting in 2016	+5.0% MfAD
Credited Rate	Flat annual rate of 4% for Registered or 3.5% for Unregistered	Same as BE
Maturity Date	Registered annuities: to policyholder age 66; Unregistered annuities: to earlier of policyholder age 66 or 10 years from valuation date	Same as BE

Note that the credited rate during the JM Period is 0%. The actual credited rate after the transfer is completed will be equal to Sagicor's credited rate for the equivalent products.

# 4.11. Actuarial Assumptions — Interest Rate Assumption

Υ	ear	Best Estimate Interest Rate	Valuation Interest Rate	Year	Best Estimate Interest Rate	Valuation Interest Rate	Year	Best Estimate Interest Rate	Valuation Interest Rate
	1	6.60%	6.10%	13	6.50%	6.00%	25	6.28%	5.78%
	2	6.60%	6.10%	14	6.50%	6.00%	26	5.83%	5.33%
	3	6.60%	6.10%	15	6.50%	6.00%	27	5.82%	5.32%
	4	6.60%	6.10%	16	6.29%	5.79%	28	5.80%	5.30%
	5	6.59%	6.09%	17	6.29%	5.79%	29	5.79%	5.29%
	6	6.59%	6.09%	18	6.28%	5.78%	30	5.77%	5.27%
	7	6.59%	6.09%	19	6.27%	5.77%	31	5.76%	5.26%
	8	6.59%	6.09%	20	6.27%	5.77%	32	5.74%	5.24%
	9	6.59%	6.09%	21	6.33%	5.83%	33	5.73%	5.23%
	10	6.59%	6.09%	22	6.32%	5.82%	34	5.71%	5.21%
	11	6.51%	6.01%	23	6.31%	5.81%	35	5.70%	5.20%
	12	6.51%	6.01%	24	6.29%	5.79%	36+	5.70%	5.20%



# 5. VALUATION OF POLICY RESERVES ASSUMING FULL REINSTATEMENT

The following table summarizes the net actuarial liabilities as of 31st December 2014, assuming that all policies that would otherwise lapsed or terminated due to non-payment of premiums during the JM period will be fully reinstated:

VALUATION SUMMARY BY PRODUCT — FULL REINSTATEMENT		
Product Line	Actuarial	
Troduct Line	Liabilities	
Universal Life	\$17,910,300	
Whole Life	\$11,197,349	
Term Life	-\$123,465	
Anchor Life	\$1,193,848	
De Minimis	\$0	
Total Life	\$30,178,032	
Accumulation Annuities	\$67,882,537	
Converted Annuities	\$2,238,677	
Total Annuities	\$70,121,213	
Grand Total	\$100,299,246	



# 6. ACTUARIAL APPRAISAL VALUE ASSUMING FULL REINSTATEMENT

The appraisal value is calculated as follows:

# AV = Present Value (Profits) + Present Value (Change in Required Surplus) - Initial Required Surplus

The underlying best-estimate and valuation assumptions are defined earlier in this document. We have made the following additional assumptions:

- (a) Maintenance expenses have been assumed to be for a going concern, meaning that no reduction in expenses has been assumed on account of possible synergy with existing operations.
- (b) The policy premiums for the Universal Life policies are flexible in nature. As of the Appointment Date, the overall premiums collected were approximately at 75% of the initial planned premiums. Since the Appointment Date, premiums collected have decreased to an estimated level of 50% of this 75% level. Going forward from the Valuation Date, we have assumed no further reduction in premiums collected.

The projected profits emerging from the business starting from the Valuation Date are used to determine the present value of profits.

The initial required surplus is the surplus necessary to maintain a solvency ratio of 150% using the Canadian measurement, referred to as the Minimum Continuing Capital & Surplus Requirement ("MCCSR").

The change in required surplus reflects the annual release of a portion of the initial required surplus in line with the maturities and claims of the policies after the Valuation Date to the last policy year. As policies mature or terminate by death or surrender, the required surplus to support the policies decreases.

The Present Value of the above annual profits and changes in required surplus is performed using a discount rate equal to the hurdle rate consistent with an investor's expectation of the rates of return they wish to achieve with the acquisition. This hurdle rate will also be affected by the level of uncertainty of the future profits. Higher risk business would require a higher hurdle rate, and the opposite for a lower risk business.

We have determined the Appraisal Value based on a range of hurdle rates varying from 9% to 13% as this range represents a reasonable expectation of what an investor might require for an insurance block such as BAICO. In our opinion, the minimum hurdle rate that an investor would demand would be 9% while the maximum hurdle rate in the present environment is 13%. We therefore believe that 11% is a reasonable hurdle rate for the following reasons:



- (a) The BAICO portfolio is emerging from an insolvency position and there are some uncertainties as to the future persistency of the business. This would otherwise require a higher hurdle rate in the range of 11% to 13%, hence reducing the value.
- (b) In determining a hurdle rate, one must also consider the return on alternative investments in Barbados at the current time. Reasonably safe investments in Barbados would currently generate a lower rate than 13%, say in the range of 9% to 11%, excluding Government of Barbados treasuries.
- (c) Additionally, we have valued the business on a going concern basis, using assumptions which generally reflect the industry experience in Barbados. This justifies a middle of the range hurdle rate, such as 10 to 11%.

Consequently, we have assumed a hurdle rate (or discount rate) of 11% to calculate the Present Value of the above items.

APPRAISAL VALUE — FULL REINSTATEMENT		
Hurdle Rate	Appraisal Value	
9.0%	\$2,874,013	
9.5%	\$2,154,536	
10.0%	\$1,482,434	
10.5%	\$853,760	
11.0%	\$264,983	
11.5%	-\$287,066	
12.0%	-\$805,241	
12.5%	-\$1,292,114	
13.0%	-\$1,750,015	

On this basis, the Appraisal Value has been determined to be \$264,983.

The expected underlying profits of a block of business is generally created by the release of future margins that are not required anymore as the business progresses through time. On the reasonable assumption that the reserves are correctly computed, then the business is by definition profitable since it will release the margins that are no longer required. The present value of these releases in margins is the Appraisal Value.

However, a block of business must also be supported by an allocation of surplus and it is this allocation together with its release over time that causes an additional strain. Since we have valued the BAICO portfolio on a going concern basis, we have consistently assumed that surplus must be allocated to support the business. As in the case of expenses, there would be capital synergy in merging the BAICO portfolio with other portfolios, but this has not been reflected in our calculations.



# 7. VALUATION OF POLICY RESERVES ASSUMING NO REINSTATEMENT

The following table summarizes the net actuarial liabilities as of 31st December 2014, assuming that all policies that have lapsed or terminated due to non-payment of premiums during the JM period will not be reinstated:

VALUATION SUMMARY BY PRODUCT — NO REINSTATEMENT		
Product Line	Actuarial	
Froduct Line	Liabilities	
Universal Life	\$17,865,920	
Whole Life	\$9,254,076	
Term Life	-\$14,330	
Anchor Life	\$1,193,848	
De Minimis	\$0	
Total Life	\$28,299,515	
Accumulation Annuities	\$67,882,537	
Converted Annuities	\$2,238,677	
Total Annuities	\$70,121,213	
Grand Total	\$98.420.729	



# 8. ACTUARIAL APPRAISAL VALUE ASSUMING NO REINSTATEMENT

The Appraisal Value assuming no reinstatement is computed using the same methodology and assumptions other than the assumption that policies that have lapsed or terminated due to non-payment of premiums during the JM period will not be reinstated. The resulting Appraisal Value is as follows:

APPRAISAL VALUE — NO REINSTATEMENT		
Hurdle Rate	Appraisal Value	
9.0%	\$3,503,856	
9.5%	\$2,809,742	
10.0%	\$2,160,862	
10.5%	\$1,553,461	
11.0%	\$984,180	
11.5%	\$450,005	
12.0%	-\$51,778	
12.5%	-\$523,618	
13.0%	-\$967,729	

The Appraisal Value under this assumption is higher \$984,180. The policies which have lapsed or terminated due to non-payment of premiums during the JM period have reached this position because their fund values have reached a near-zero or negative level. In order to reinstate their policies, policyholders would be required to pay substantial amount of unpaid premiums. It is therefore reasonable to assume that these policies are creating a negative value to BAICO. By removing them from the block of business, the remaining Appraisal Value is therefore increased by eliminating their negative contribution.

It is worth noting that the actuarial liabilities of the block of business have likewise decreased from \$100,299,246 to \$98,420,729 under the assumption that policies that have lapsed or terminated due to non-payment of premiums during the JM period will not be reinstated. This is consistent with the conclusion that the policies that remain are more profitable and therefore require less reserves.



# 9. SPECIAL CONSIDERATIONS

# 9.1. De Minimis Policies

Some Life policies have very small face amounts and correspondingly small cash surrender values. Based on the JM's instructions, we have included criteria to determine policies which are defined as "De Minimis Policies" and paid to the policyholders in cash together with the release of any further obligation by BAICO or Sagicor.

De Minimis policies have been defined by the JM as life insurance policies with a face value less than BBD\$5,000 (no de minimis level for Annuities). De Minimis policies will be paid out in cash as follows (the "De Minimis Payments"):

- (a) amount payable had the policyholder surrendered the policy at Appointment Date; or
- (b) for Term Life policies a fixed BBD\$500 each; or
- (c) where amount payable would be less than BBD\$10 then no payment will be made.

In addition, all premiums collected during the JM Period on the De Minimis policies will be repaid, with no interest added.

# 9.2. Crystallized Claims

Crystallized Claims consist of pre- and post- appointment claims.

Pre-appointment claims include the following:

- (a) Pre-appointment death claims (deaths occurring before Appointment Date),
- (b) Pre-appointment maturities (maturities occurring before Appointment Date),
- (c) Pre-appointment surrenders (surrenders occurring before Appointment Date),
- (d) Pre-appointment lapses (lapses occurring before Appointment Date), and
- (e) where amount payable would be less than BBD\$10 then no payment will be made.

Post-appointment claims include:

- (a) Post-appointment death claims (deaths occurring during the JM Period), and
- (b) Post-appointment maturities (maturities occurring during the JM Period).



No surrenders post-appointment as surrender requests during the JM Period are void. In addition, there are no post-appointment lapses as lapses during the JM period are given the option of reinstating the policy by paying any outstanding premiums ("Lapsed Policy Offer").

# 9.3. Summary of De Minimis Policies and Crystallized Claims

CRYSTALLISED CLAIMS PAYABLE BY JM			
Pre-Appt Crystallised Claims	Claims		
Pre-Appt deaths	2,065,258		
Pre-Appt maturities	1,144,224		
Pre-Appt surrenders	1,538,123		
Pre-Appt lapses	0		
Sub-Total	4,747,605		
Post-Appt Crystallised Claims	0		
Post-Appt deaths	4,664,547		
Post-Appt maturities	17,309,930		
Sub-Total	21,974,477		
De Minimis and Credits	0		
De Minimis Payments	52,125		
Credits for Post-Appt Premiums	29,839		
Sub-Total	81,964		
TOTAL CRYSTALLISED CLAIMS	26,804,046		

# 9.4. Anchor Life

The actuarial liabilities for the Anchor Life block of business have been estimated at BBD \$1,193,848. The Anchor Life business is not calculated in AXIS.

These policies include 116 individual life insurance policies (ordinary life and universal life type policies). These were valued based on the type of policies:

- (a) For Ordinary Life policies, the reserves was estimated as their Reduced Paid-Up value.
- (b) For Universal Life type policies (called "SAP"), the reserve was assumed to be equal to the fund value.

The appraisal value of the BAICO portfolio does not include these policies as we deemed their value to be immaterial.

# 9.5. Converted Annuities

The actuarial liabilities for the Anchor Annuity block of business have been estimated at BBD \$2,238,677 and are made up of 54 policies.



These policies were valued as certain annuities assuming an annual discount of 5.5%, a term period equal to "100 less the attained age" of the policyholder at the Valuation Date, an annual benefit equal to 12 times the monthly income, and assuming that payment is at the end of the year.

The appraisal value of the BAICO portfolio does not include these policies as we deemed their value to be immaterial.



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British American Insurance Company (Barbados) Limited ("BAICO" or "the Company")
Final Report including the JM's recommended course for BAICO's Life and Annuity Policies
March 14, 2016

# Appendix 12 – Transfer Scheme

# **British-American Insurance Company (Barbados) Limited**

(in Judicial Management)

- and -

Sagicor Life Inc.

TRANSFER SCHEME

for the transfer of the life and annuity business of British-American Insurance Company (Barbados) Limited (in Judicial Management) to Sagicor Life Inc. pursuant to Section 61(a) of the Insurance Act Cap.310 of the Laws of Barbados

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# 1 DEFINITIONS AND INTERPRETATION

#### 1.1 **Definitions**

- "Agreed Completion Date" means such time and date:
- (a) specified in the Court Order approving this Transfer Scheme; or
- (b) such later time and date as the Company and the Transferee may agree,

which, in each case, shall be a time and date after (but no later than two (2) calendar months after) the latter of the Bar Date and the Lapsed Policy Offer Deadline;

- "Annuity Policy" means a policy issued by the Company listed as an "Annuity Policy" at Schedule 1 but shall **exclude** policies in the name of a body corporate or a non-natural person;
- "Annuity Rate" means the rate that is applied to the Fund Value of an Annuity Policy at its maturity date to determine the amount of Regular Annuity Income payable to the policyholder from the maturity date onwards and is expressed as the monthly (or otherwise) payment which can be purchased with each BD\$1,000 of Fund Value;
- "Appointment Date" means the date that the Supreme Court of Barbados ordered that the Company be placed under Judicial Management, being 30 September 2010;
- "Assets" means any assets and property of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, whether owned, leased or licensed including without limitation all rights, benefits and powers under any contract and all rights, benefits and powers under any contract and all rights, claims and powers against any third party but excluding the Excluded Assets, the Excluded Liabilities, the Retained Assets and the Retained Liabilities;
- "Bar Date" has the meaning given to that term in Clause 11.1;
- "Business" means: (i) the Transferring Policies; (ii) the Transferring Assets; (iii) the Transferring Liabilities; (iv) the Residual Assets; and (v) the Residual Liabilities, but **excluding** the Excluded Assets, the Excluded Liabilities, the Retained Assets and the Retained Liabilities;
- "Business Day" means a calendar day excluding Saturdays, Sundays and public holidays in Barbados;
- "Cash Value" means, in relation to an Ordinary Life Policy, the cash amount payable to a policyholder in the event that the policyholder surrenders their policy, the amount of which is defined at any given time by a table of Cash Values within the policy terms and expressed as a value payable per BD\$1,000 of Face Value. Cash Value may also be known or referred to in policy documentation as, inter alia, cash surrender value, surrender value, surrender benefit, non-forfeiture value, or descriptions of a similar nature. For the purpose of this Transfer Scheme, Cash Value is not a term that is applicable to a Policy that is not an Ordinary Life Policy;
- "Claims" means, subject to the operation of Clause 111 (*Bar Date*), valid claims under the Policies, or any riders or supplements thereto, that were incurred on or before the Court Approval Date and that have not been settled by the Company or deemed void pursuant to Clause 8 (*Amendments to Policies*). Claims shall include, **for the avoidance of doubt**, valid claims made in respect of:
- (c) the death of the Policyholder on or before the Court Approval Date;
- (d) Policies maturing on or before the Court Approval Date, with the exception of Vested Annuity Policies; and

(e) Policies that are the subject of a valid surrender request lodged with the Company prior to the Appointment Date,

and shall exclude claims arising from the surrender request of a policy on or after the Appointment Date (it being acknowledged that, pursuant to this Transfer Scheme, Policies may only be validly surrendered on or after the Appointment Date in the circumstances set out in Clauses 8.1(a)(i) and 8.2(d));

"Communications Process" means the communications process set out in Schedule 2;

"Company" means British-American Insurance Company (Barbados) Limited (in Judicial Management), acting by its judicial manager, KPMG Transactions and Restructuring Limited of Hastings, Christ Church, Barbados BB15154, acting through its Managing Directors Ms. Lisa Ann Taylor and Mr. Michael Alister Edghill;

"Consideration" means the amount of BD\$1,400,000;

"Cost of Insurance" means, in relation to a Universal Life Policy, the monthly charge applied to the Fund Value to pay for the cost of insuring the amount of death benefit. Cost of Insurance may also be known or referred to in policy documentation as, inter alia, mortality charge or monthly insurance charge or descriptions of a similar nature. Cost of Insurance is not a term that is applicable to a Policy that is not a Universal Life Policy;

"Court" means the Supreme Court of Barbados;

"Court Order" means an Order by the Court sanctioning this Transfer Scheme (including any subsequent order which is ancillary thereto);

"Court Approval Date" means the date of Court approval of this Transfer Scheme;

"Credited Rate" means, in relation to a Universal Life Policy or an Annuity Policy, the interest rate applied to the Fund Value in calculating the interest earned by the Policyholder on their fund. The Credited Rate may also be known or referred to in policy documentation as, inter alia, the earned rate or interest rate or descriptions of a similar nature. Credited Rate is not a term that is applicable to a Policy that is not a Universal Life Policy or an Annuity Policy;

"**De Minimis Policy**" has the meaning given to it in Clause 10.1;

"De Minimis Policy Payment Amount" has the meaning given to it in Clause 10.2;

"Excluded Assets" means all right, title and interest of the Company in, to or under any Assets not used (in whole or in part) in the conduct of the operation of the Business;

"Excluded Liabilities" means all Liabilities of the Company whatsoever, whether current or future, certain or contingent, (i) comprised in, arising under or otherwise attributable to the Excluded Assets; or (ii) that do not relate to or have not arisen under the Business;

"Excluded Policies" means (i) De Minimis Policies; and (ii) any Policy under which a Claim has arisen;

**"Face Value"** means, in relation to a Life Policy, the amount that may be known or referred to in policy documentation as, inter alia, face value, face amount, protection amount, sum insured, sum assured, or descriptions of a similar nature. For Ordinary Life Policies and Term Life Policies, the Face Value is the amount of death benefit payable to the beneficiary upon death of the policyholder. For Universal Life Policies, the death benefit payable can (at the option of the Policyholder) be either (a) the greater of (i) the Face Value, or (ii) the Fund Value plus BD\$25,000; or (b) the Face Value plus the Fund Value. Face Value is not a term that is applicable to a Policy that is an Annuity Policy;

"Final GOB Support" means the final level of financial support required from the Government in relation to the Transferring Policies, which has been notified in writing to the Government by the Company and the Transferee;

**"Fund Value"** means, in relation to a Universal Life Policy or an Annuity Policy, the value of a policyholder's fund at any given time, calculated in accordance with their policy terms. Fund Value may also be known or referred to in policy documentation as, inter alia, the value of the accumulation fund, accumulation value (in the case of a Universal Life Policy), or cash value (in the case of an Annuity Policy). The Fund Value at any given time is generally determined by referring to the Fund Value at a prior point in time, and adjusting for interest earned by the Policyholder at the Credited Rate and any Cost of Insurance or other charges deducted during the period. Fund Value is not a term that is applicable to a Policy that is an Ordinary Life Policy or a Term Life Policy;

"Government" means the Government of Barbados;

"Insurance Act" means the Insurance Act Cap. 310 of the Laws of Barbados;

"Judicial Management" means the period for which the Company has been under the control of its judicial managers; "Lapsed Policy Offer" shall have the meaning given to it in Clause 9.1;

"Lapsed Policy Offer Deadline" shall have the meaning given to it in Clause 9.1;

"Liability" means any debt or liability (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) including, without limitation, all costs and expenses relating thereto;

"Life Policy" means an Ordinary Life Policy, a Term Life Policy and a Universal Life Policy;

"Ordinary Life Policy" shall mean each policy issued by the Company designated as an "Ordinary Life Policy" at Schedule 1 but shall **exclude** policies in the name of a body corporate or a non-natural person;

"Officeholders" refers to each and every judicial manager, and officeholder of a similar standing (including any of its agents, employees, firms, partners, directors, members, advisers or representatives of such judicial manager) and their respective successors and assigns appointed by the Supreme Court of Barbados in respect of the Company;

**"Periodic Premium"** means the agreed level of premium payable on a regular basis by the Policyholder. This may be paid weekly, monthly, quarterly, annually, or such other period as agreed by the Policyholder with the Company;

"Policies" means Annuity Policies, Vested Annuity Policies and Life Policies;

"Policy Automatic Premium Loans" means loans that have been provided by the Company to certain Policyholders of Transferring Policies that are Life Policies where those loans have occurred automatically as a result of the Policyholder failing to make a required premium payment on time under the terms of such Policy;

"Policyholders" means the holders of the Policies;

"Policy Loans" means both:

- (a) Policy Automatic Premium Loans; and
- (b) Policy Regular Loans,

and includes all amounts owing to the Company as at the Transfer Completion Date under those loans:

"Policyholder Records" means the records (including policyholder data and lists, electronic or otherwise) relating to the Policyholders of the Company relating to the Business;

"Policy Regular Loans" means loans that have been provided by the Company to certain Policyholders of Transferring Policies that are Life Policies where the Policyholder has taken out a loan from the Company and their policy is provided as security for the loan;

"Post-Appointment Lapsed Policies" means Policies that lapsed on or after the Appointment Date but on or before the Court Approval Date due to the non-payment of premiums or otherwise, and, for the avoidance of doubt, includes Universal Life Policies with policy funds which are in deficit on the Court Approval Date whether or not such deficit had been communicated to the Policyholder by the Company prior to notification by the Company of the Lapsed Policy Offer;

"Post-Appointment Premiums" means the total premiums received by the Company on or after the Appointment Date but prior to the Transfer Completion Date in respect of the Policies and which are held in a segregated premium account, less:

- (a) any taxes, imposts, levies or duties payable in respect of the receipt of those premiums; and
- (b) commissions that the Officeholder is legally required to pay in respect of those premiums;

"Post-Court Approval Claims" means valid claims under the Policies, or any riders or supplements thereto, that were incurred after the Court Approval Date and that have not been settled by the Company;

"Premiums Paid in Error" means Post-Appointment Premiums paid by a Policyholder in error and either (i) claimed for by proper notice received by the Company on or before the Court Approval Date or (ii) Recorded as having been paid in error by the Company on or before the Court Approval Date;

"Real Estate" means the real estate property described in the table below including any proceeds of sale of such property and any investment return on such proceeds of sale in the event that such assets are disposed of prior to the Transfer Completion Date:

Name of Property	Address	Description
North Shore Dental Clinic	Road View, St. Peter, Barbados	Freehold land and buildings
Magazine Lane	Magazine Lane, Bridgetown, St. Michael, Barbados	Freehold land and buildings
Alexandra	Brittons Cross Road and Bishop's Court Hill, St. Michael, Barbados	Freehold land, comprising "Brittons Cross Road Lots 2 & 3", Brittons Cross Road and "Erin Hall", Bishop's Court Hill.
Collymore Rock (Bishop's Court Hill)	Cnr. Brittons Cross Road & Collymore Rock Road, Upper Collymore Rock, St. Michael, Barbados	Freehold land and buildings, including existing BAICO headquarters and new (partially completed) office building.

<sup>&</sup>quot;Recorded" means an entry on the proper records of the Company for recording claims under policies as reasonably determined by the Officeholder whose decision shall be final and binding;

# "Residual Assets" means:

- (a) any Asset of the Company to be transferred pursuant to this Transfer Scheme:
  - (i) the transfer of which to the Transferee pursuant to this Transfer Scheme requires, at the Transfer Completion Date, either:
    - (A) the consent of any person (other than the Transferee, the Company or the Court) if not given; or
    - (B) the waiver by any person of a 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 Asset, being a right which directly or indirectly arises or is exercisable as a consequence of such transfer being proposed or taking effect, if not waived; and
  - (ii) which the Court does not have jurisdiction to transfer to the Transferee pursuant to the Insurance Act or which (despite having such jurisdiction), does not so transfer;

<sup>&</sup>quot;Registered Annuity Policy" means an Annuity Policy that is registered with the Inland Revenue Department in order to obtain tax relief on contributions made by the Policyholder under the Policy;

**<sup>&</sup>quot;Regular Annuity Income"** means, in relation to an Annuity Policy or a Vested Annuity Policy, the policy benefit paid in the form of a regular (monthly or otherwise) stream of income to a policyholder upon the maturity (completion of the accumulation phase) of the policy;

- (b) any Asset of the Company to be transferred pursuant to this Transfer Scheme which the Company and the Transferee agree in writing prior to the Transfer Completion Date shall not be transferred on the Transfer Completion Date; and
- any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, earned or received from time to time after the Transfer Completion Date in respect of any Asset referred to in Clauses (a) or (b) of this definition;

# "Residual Liability" means any Liability:

- (a) under the Transferring Assets, the transfer of which liability to the Transferee pursuant to this Transfer Scheme requires, as at the Transfer Completion Date, the consent or waiver of any person (other than the Transferee, the Company or the Court) and such consent or waiver has not been given;
- (b) under the Transferring Assets which the Court either does not have jurisdiction to transfer to the Transferee or which (despite having such jurisdiction), does not so transfer; or
- (c) which is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset;

"Retained Assets" means such amount as is retained by the Company as the Company considers necessary to meet (i) the Retained Liabilities, as notified to the Transferee in writing prior to the Transfer Completion Date and (ii) the Company's and any Officeholder's fees, costs and expenses which may properly be deducted from the Transferring Assets in accordance with Clause 17;

"Retained Liabilities" means such Liabilities as are retained by the Company comprised in, arising under or otherwise attributable to (i) the Excluded Policies including, for the avoidance of doubt, Claims under the Policies and Liabilities in respect of De Minimis Policies incurred by the Company pursuant to Clause 10; (ii) Premiums Paid in Error; and (iii) subject to the operation of Clause 8, any accrued Liability with respect to a Vested Annuity Policy arising from the Regular Annuity Income that became due and payable on or before the Court Approval Date and that has not been settled by the Company;

"Service Provider" means British-American Insurance Company (Trinidad) Limited, a company that is currently under the control of the Central Bank of Trinidad and Tobago, or any replacement service provider appointed by the Company prior to the Transfer Completion Date;

"Statutory Fund" means those assets which are held on trust by the Company with Royal Fidelity as custodian, for the benefit of the long-term insurance policyholders, pursuant to Section 25 of the Insurance Act, excluding any Real Estate;

"Subsequent Transfer Date" means, in relation to any Residual Asset or Residual Liability, the date after the Transfer Completion Date on which such Residual Asset or Residual Liability is to be transferred, namely:

(a) in respect of any Residual Asset falling within paragraph (a) of the definition thereof, and of any Residual Liability falling within paragraph (a) of the definition thereof, the date on which the requisite consent, waiver or order to enable the same to be transferred to the Transferee upon the terms of this Transfer Scheme is:

- (i) obtained;
- (ii) no longer required; or
- (iii) dispensed with by the Court;
- (b) in respect of any Residual Asset falling within paragraph (b) of the definition thereof, and of any Residual Liability falling within paragraphs (b) and (c) of the definition thereof, the date on which the Company and the Transferee agree that the transfer shall take effect; and
- (c) in respect of any Residual Asset falling within paragraph (c) of the definition thereof, the date on which such Residual Asset is received or earned by the Company;

"Term Life Policy" means each policy issued by the Company designated as a "Term Life Policy" at Schedule 1, but shall **exclude** policies in the name of a body corporate or a non-natural person;

# "Transaction Documents" means the following:

- (a) the sale and purchase agreement dated December 21, 2015 between the Company, the Judicial Managers and the Transferee;
- (b) this Transfer Scheme; and
- (c) the ancillary documents relating to the Transfer.

"Transfer" means the Transfer of the Business from the Company to the Transferee pursuant to this Transfer Scheme;

"**Transferee**" means Sagicor Life Inc., a company incorporated under the Companies Act, Cap 308 of the Laws of Barbados with its registered Office at Cecil F de Caires Building, Wildey, St Michael, Barbados;

"Transfer Completion Date" means the date on which the Transfer becomes effective in accordance with Clause 4.1:

"Transfer Scheme" means this Transfer Scheme in its original form or with, or subject to, any modification or addition thereto;

"Transferring Assets" means all right, title and interest of the Company in, to or under:

- (a) the Statutory Fund assets remaining as at the Transfer Completion Date;
- (b) cash held in the Company's general operating bank accounts as at the Transfer Completion Date which derives from the proceeds of sale of Statutory Fund assets, investment income from Statutory Fund assets or is held in or otherwise attributable to or allocable to the Statutory Fund but excluding in all cases any cash attributable or allocable to the proceeds of sale of Real Estate and any investment return on such proceeds of sale;
- (c) the Policy Loans made in respect of Transferring Policies which are held in or otherwise attributable to or allocable to the Statutory Fund;

- (d) the Post-Appointment Premiums which are held in or otherwise attributable or allocable to the Statutory Fund; and
- (e) the Policyholder Records,

less an amount equal to the value of the Retained Assets. This definition shall **exclude** the Excluded Assets and any Residual Assets;

"Transferring Liabilities" means all Liabilities of the Company whatsoever, whether current or future, certain or contingent, comprised in, arising under or otherwise attributable to the Transferring Policies or the Transferring Assets, including Post-Court Approval Claims but shall **exclude** the Excluded Liabilities, Retained Liabilities and any Residual Liabilities;

"Transferring Policies" means those Policies listed at Schedule 1 under which any liability remains unsatisfied or outstanding as at the Transfer Completion Date including, but not limited to, any Post-Appointment Lapsed Policies where the amounts due and payable on account of the Post-Appointment Lapsed Policy are paid by the Lapsed Policy Offer Deadline pursuant to the Lapsed Policy Offer and any Unknown Policies that are notified to the Company by the Bar Date, in each case as amended in accordance with the terms of Clause 8, but shall **exclude** the Excluded Policies and any other policy that is not a Life Policy or an Annuity Policy or a Vested Annuity Policy;

"Transferring Policyholders" means Policyholders who hold Transferring Policies to be transferred under this Transfer Scheme;

"Universal Life Policy" shall mean each policy issued by the Company designated as a "Universal Life Policy" at Schedule 1 but shall **exclude** policies in the name of a body corporate or a non-natural person;

"Unknown Claim" means a valid claim under the Policies, or any riders or supplements thereto, which has been incurred on or before the Court Approval Date but not either reported to, or Recorded by, the Company on or before the Court Approval Date;

"Unknown Policy" means each policy issued by the Company, which is, or which is of a similar nature to the Life Policies, Vested Annuity Policies and Annuity Policies' listed at Schedule 1 (other than policies in the name of a body corporate or a non-natural person) that is not present on the Company's records or systems; and

**"Vested Annuity Policy"** means a policy issued by the Company listed as a "Vested Annuity Policy" in Schedule 1, being a policy that had been similar in nature to an Annuity Policy but that had matured prior to the Appointment Date such that the Company was already paying the Regular Annuity Income benefit at the Appointment Date, but shall exclude policies in the name of a body corporate or a non-natural person.

# 1.2 Interpretation

In this Transfer Scheme:

(a) a reference to "Barbados Dollars" or "BD\$" is a reference to the lawful currency of Barbados for the time being;

- (b) a reference to a clause, schedule, annexure or appendix is a reference to a clause of or schedule, annexure or appendix to this Transfer Scheme and references to this Transfer Scheme include any schedule, annexure or appendix;
- (c) a reference to this Transfer Scheme or another instrument includes any variation or replacement of either of them;
- (d) 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;
- (e) the singular includes the plural and vice versa;
- (f) headings are inserted for convenience and do not affect the interpretation of this Transfer Scheme;
- (g) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other association (incorporated or unincorporated);
- (h) the expression "including" shall be construed as meaning "including without limitation";
- (i) references to any person include that person's, administrators, successors and permitted assigns;
- (j) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning; and
- (k) if any day appointed or specified by this Transfer Scheme for the payment of any money or doing of any thing falls on a day that is not a Business Day, the day so appointed or specified will be deemed to be the next succeeding Business Day.

# 2 TRANSFER OF THE BUSINESS

- 2.1 Subject to Clauses 2.2 and 2.3 below, on and with effect from the Transfer Completion Date, such right, title and interest as the Company may have and can transfer in the Business shall, by the Court Order and without any further act or instrument, be transferred to, and be vested in, the Transferee.
- On and with effect from each Subsequent Transfer Date, such right, title and interest as the Company may have in each Residual Asset to which such Subsequent Transfer Date applies shall, by the Court Order and without any further act or instrument, be transferred to, and be vested in, the Transferee.
- 2.3 On and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall, by the Court Order and without any further act or instrument, be transferred to, and become a liability of the Transferee and shall cease to be a liability of the Company.
- 2.4 No Liability of the Company whatsoever, whether current or future, certain or contingent, comprising in, arising under or otherwise attributable to a policy that is not a Life Policy or an

- Annuity Policy or a Vested Annuity Policy shall be transferred to or vested in the Transferee pursuant to this Transfer Scheme.
- 2.5 No Excluded Assets, Excluded Liabilities or Excluded Policies shall be transferred to or vested in the Transferee under or by virtue of the terms of this Transfer Scheme.
- 2.6 The transfers made pursuant to Clauses 2.1 to 2.3 inclusive shall have effect notwithstanding any provision to the contrary in any agreement or arrangement with any person and whether or not the Company and the Transferee have capacity to effect the same.
- 2.7 The Transferee shall accept, without investigation or requisition, such title as the Company shall have as at the Transfer Completion Date to the Transferring Assets and the Transferring Policies and, at any Subsequent Transfer Date, to the Residual Assets then transferred.
- 2.8 On and with effect from the Transfer Completion Date or Subsequent Transfer Date, as the case may be, and without prejudice to any other provision of this Transfer Scheme, all references to the Company in any contract between the Company and any other party, or in any document or instrument, to the extent evidencing title to or the benefit or burden of the Business shall, in so far as they are transferred to the Transferee, be read and construed as if the same were references to the Transferee so that such contract, document or instrument shall operate as if such references had always been to the Transferee rather than the Company.
- 2.9 The Transferee will observe and perform all the obligations of the Company and the Officeholders under or arising out of or in connection with such contracts as it desires to retain (if so appointed in writing, as agent for the Company) and the Transferee will indemnify the Company and the Officeholders, and will keep the Company and the Officeholders fully and completely indemnified, against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever, present and future, brought against or incurred by the Company or the Officeholders in respect of or in connection with such contracts or their subject matter after the Transfer Completion Date save in the event of fraud or wilful misconduct by the Company or the Officeholders.
- **2.10** Save as provided in this Transfer Scheme, the transfer and vesting of any Transferring Asset, Transferring Liability or Transferring Policy by virtue of the Court Order and this Transfer Scheme shall not:
  - (a) invalidate or discharge any contract, security interest or any other agreement or arrangement having a similar effect; or
  - (b) require further registration in respect of any security; or
  - (c) constitute a breach of, or default under, or require any obligation to be performed sooner or later than would have otherwise been the case under, any contract or instrument to which the Transferee is bound; or
  - (d) allow any party to a contract to which the Transferee is a party to terminate that contract when he would not otherwise have been able to terminate it: or
  - (e) entitle any party to any contract to which the Transferee is a party to vary the terms of that contract when he would not otherwise have been able to vary those terms or confer a right or benefit on him which he would not otherwise have had; or

(f) confer any greater or lesser rights or benefits, or impose any greater or lesser obligations, on any party to any contract to which the Transferee is a party when that greater or lesser obligation would not otherwise have been imposed.

# 3 CONSIDERATION

- 3.1 The Transferee shall, on the Transfer Completion Date, by way of a cash transfer, top-up the Transferring Assets received from the Company in an amount equal to the Consideration.
- 3.2 The cash transfer at Clause 3.1 above shall be made in full without any set-off, deduction, withholding, counterclaim or claim to a lien whatsoever, whether or not any such set-off, deduction, withholding, counterclaim or lien arises under the Transaction Documents, and save only as may be required by law.
- 3.3 If any deduction or withholding is required by law (save in respect of interest), the Transferee will by way of a cash transfer, top-up the Transferring Assets by such amount as will ensure that, after the deduction or withholding has been made, the Transferring Assets are increased by a sum equal to the amount that the Transferring Assets would have been increased by in the absence of the deduction or withholding.

# 4 TRANSFER COMPLETION DATE

- **4.1** Subject to Clause 4.3 below, this Transfer Scheme shall become effective on the Agreed Completion Date.
- 4.2 Unless this Transfer Scheme shall become effective in its entirety by the time and date specified in the Court Order or within six (6) months of the Agreed Completion Date, it shall lapse.
- **4.3** Notwithstanding Clause 4.1 above, this Transfer Scheme shall not become effective unless any material modification of or addition to this Transfer Scheme or any further material condition or provision affecting the same imposed by the Court (or recommended by the Court with a view to it being imposed) has been consented to by the Company and the Transferee, acting reasonably.

# 5 PREMIUMS AND MANDATES

- 5.1 All premiums attributable or referable to the Transferring Policies, if any, shall on and after the Transfer Completion Date be payable to the Transferee.
- Any mandate, standing order or other instruction in force on the Transfer Completion Date (including 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 or other amounts payable to the Company under or in respect of any Transferring Policy shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.
- 5.3 Any mandate or other instruction in force on the Transfer Completion Date as to the manner of payment by the Company of any sum payable under any Transferring Policy shall continue in force as an effective authority to the Transferree.

# 6 RIGHTS AND OBLIGATIONS UNDER THE TRANSFERRING POLICIES

- On and with effect from the Transfer Completion Date, the Transferee shall become entitled to all the rights, benefits and powers of the Company whatsoever subsisting on the Transfer Completion Date under or by virtue of the Transferring Policies.
- Subject to the terms of this Transfer Scheme, every person who is a Policyholder in respect of a Transferring Policy shall, on and with effect from the Transfer Completion Date, become entitled, in succession to, and to the exclusion of, any rights which he may have had against the Company under such Transferring Policy (other than any right arising in respect of or from any Excluded Liability), to the same rights against the Transferee as were available to him against the Company under such Transferring Policy (other than any right arising in respect of or from any Excluded Liability) and (as regards a Transferring Policy under which premiums or other sums attributable or referable thereto continue to be payable by him) shall on and with effect from the Transfer Completion Date account to the Transferee for any further or additional premiums or other sums attributable or referable thereto, if any, as and when the same become due and payable.
- 6.3 If any person entitled to do so with respect to a Transferring Policy exercises any right or option granted under the terms of that Transferring Policy and either:
  - (a) the right or option provides for a new, additional or replacement policy to be issued or amendments to be made to an existing Transferring Policy; or
  - (b) it is appropriate in the opinion of the Transferee's board of directors, having regard to the advice of the Transferee's actuary, in order to comply with that right or option to issue a new, additional or replacement policy or, as the case may be, amend an existing Transferring Policy,

such person shall be entitled to require that the obligation thereby arising shall be satisfied by the issue or amendment (as the case may be) by the Transferee of a policy which complies with the terms of such right or option. Without prejudice to such entitlement, if the Transferee is not at the time of the exercise of such right or option writing policies complying exactly with the policy to which such person is entitled pursuant to the right or option, the Transferee shall be entitled to offer to such person as an alternative (and, if accepted, in lieu thereof) the policy commonly offered by the Transferee which the Transferee in its absolute discretion considers to be the nearest equivalent policy of the Transferee at that time.

All references in any Transferring Policy to the Company, its board of directors, actuary or any other officers, employees or agents of the Company shall, with effect on and from the Transfer Completion Date, be read as references to the Transferee, its board of directors, actuary or any other officers, employees or agents of the Transferee respectively or, where appropriate, agents of the Transferee to which the administration or investment management of the relevant part of the business carried on by the Transferee has been delegated. In particular, but without limitation, and subject to the other provisions of this Transfer Scheme, all rights and/or duties exercisable or expressed to be exercisable or responsibilities to be performed by the Company, its board of directors, actuary or any other officers, employees or agents of the Company in relation to any of the Transferring Policies (other than in relation to Excluded Liabilities) shall, with effect on and from the Transfer Completion Date, be exercisable or required to be performed by the Transferee, its board of directors, actuary or any other officers, employees or such agents of the Transferee respectively. All references in a Transferring Policy to the Company shall, where the context

requires, be read and construed with effect from the Transfer Completion Date as references to the Transferee.

- Where the benefits of any Transferring Policy are held under the terms of a trust, such terms together with the terms of any rules applicable to any pension scheme in the case of any pension scheme under which benefits are referable to a Transferring Policy, shall operate and be construed, with effect on and from the Transfer Completion Date, on a basis which is consistent with the transfer of such Transferring Policy in accordance with the provisions of this Transfer Scheme. For the avoidance of doubt:
  - (a) where the consent of the Company is required under any such terms, the consent of the Transferee shall, with effect on and from the Transfer Completion Date, instead be treated as required; and
  - (b) where a power to appoint trustees under such terms is conferred on the Company, that power shall, with effect on and from the Transfer Completion Date, instead be treated as conferred on the Transferee.

# 7 DECLARATION OF TRUST BY THE COMPANY

# **7.1** If:

- (a) any property of the Company comprised in or attributable to the Business is not, or is not capable of being, transferred to and vested in the Transferee by the Court Order on the Transfer Completion Date by reason of such property being a Residual Asset or for any other reason; or
- (b) any Residual Asset is not, or is not capable of being, transferred to and vested in the Transferee by the Court Order on the Subsequent Transfer Date applicable thereto; or
- (c) in any circumstances the Transferee shall decide before the Transfer Completion Date (or, in the case of any Residual Asset, before the Subsequent Transfer Date applicable thereto) that it is expedient not to effect a transfer of any property of the Company,

then the Company shall, from the Transfer Completion Date (but save to the extent that giving effect to such a trust would require a consent or waiver which has not been obtained) hold any property referred to in paragraphs 7.1(a) to (c), together with any proceeds of sale or income or other right accrued or return arising in respect thereof (including, without limitation, any payment, property or right within paragraph 7.2 below), as trustee for the Transferee.

7.2 The Company through its Officeholders shall be subject to exclusive directions from the Transferee in respect of any property referred to in paragraphs 7.1(a) to (c), from the Transfer Completion Date until the relevant property is transferred to or otherwise vested in the Transferee or is disposed of (whereupon the Company shall account to the Transferee for the proceeds of the sale thereof), In the event of any payment being made to, property being received by, or right being conferred upon the Company on or after the Transfer Completion Date in respect of the Transferring Assets or the Transferring Liabilities, the Company shall, as soon as is reasonably practicable after its receipt, pay over the full amount of such payment or (to the extent to which it is able to do so) transfer such property or right to, or in accordance with the directions of, the Transferee and the Transferee shall indemnify the Company on demand against any reasonable costs or liability incurred in making any such payment or transfer.

# 8 AMENDMENTS TO POLICIES

# 8.1 Amendments to terms of Life Policies

- (a) On and with effect from the Transfer Completion Date the terms of each Transferring Policy that is an Ordinary Life Policy or a Universal Life Policy shall be amended to provide that, as of the Appointment Date:
  - (i) no such Policy shall be capable of valid surrender on or after the Appointment Date to the date falling five (5) years after the Court Approval Date (inclusive) and any purported surrender during this period shall be treated as invalid. Any purported surrender in breach of this Clause 8.1 (a)(i) shall be void and unenforceable, and the Policy shall be amended in accordance with Clause 8.1(ii) below;
  - (ii) save as provided in Clause 8.1(b) below, the amount of Policy Loan that may be borrowed against the Cash Value or Fund Value (as appropriate) of the Policy shall be subject to the following limits:
    - (A) at any time within 1 year from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 15% of the Cash Value or Fund Value at that time;
    - (B) at any time after 1 year but within 2 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 30% of the Cash Value or Fund Value at that time;
    - (C) at any time after 2 years but within 3 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 45% of the Cash Value or Fund Value at that time;
    - (D) at any time after 3 years but within 4 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 60% of the Cash Value or Fund Value at that time;
    - (E) at any time after 4 years but within 5 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 75% of the Cash Value or Fund Value at that time;
    - (F) after 5 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be determined in accordance with the standard terms and conditions of the relevant Transferring Policy.
- (b) Where, as at the Transfer Completion Date, the total outstanding Policy Loan balance in respect of a Policy exceeds the limit set out in Clause 8.1(a)(ii), then the limit shall not apply, on the condition that no further Policy Loan may be drawn in respect of that Policy until such time as the total outstanding Policy Loan balance is less than the applicable maximum permitted balance for that date set out in the amended Policy, whereupon Policy Loans may again be borrowed, subject always to the applicable limit set out in the amended Policy.

# 8.2 Amendments to terms of Annuity Policies

On and with effect from the Transfer Completion Date the terms of each Transferring Policy that is an Annuity Policy shall be amended to provide that, as of the Appointment Date:

- (a) in relation to each Registered Annuity Policy only, such Policy shall mature on the date at which the Policyholder reaches 66 years of age;
- (b) in relation to each Annuity Policy that is not a Registered Annuity Policy, such Policy shall mature on the earlier of (A) the date at which the Policyholder reaches 66 years of age; and (B) ten (10) years after the Court Approval Date;
- (c) any Annuity Policy held by a Policyholder who has reached 66 years of age on or before the Court Approval Date shall be treated as having matured on the Court Approval Date;
- (d) no Transferring Policy that is an Annuity Policy may be surrendered, nor any partial or full withdrawal made, before its designated maturity date (as modified by Clause 8.2(a) to Clause 8.2 (c) above). Any purported surrender in breach of this Clause 8.2(d) shall be void and unenforceable, and the Policy shall be amended in accordance with this Clause 8.2;
- (e) any Annuity Rate guaranteed under the terms of the Policy shall be void and unenforceable;
- (f) for any Annuity Policy with a maturity date (as amended pursuant to this Clause 8.2) on or before the Court Approval Date, the Policyholder shall be entitled to receive the Fund Value at the amended maturity date, but shall not be entitled to receive the Regular Annuity Income benefit:
- (g) for any Annuity Policy with a maturity date (as amended pursuant to this Clause 8.2) after the Court Approval Date, the Policyholder shall be entitled to receive, at the choice of the Policyholder, either (A) the Fund Value at the amended maturity date; or (B) the Regular Annuity Income benefit calculated by applying the Transferee's current Annuity Rate prevailing at the amended maturity date;
- (h) the Credited Rate shall be amended as follows:
  - (i) the Credited Rate shall be reduced to 0.0% from (and including) the Appointment Date to and including the Court Approval Date;
  - (ii) the Credited Rate shall, at all points in time following the Court Approval Date, be equal to the rate provided by the Transferee on an equivalent policy (or such Transferee policy as most closely resembles the terms of the Company's Policy) at such time; and
  - (iii) the minimum Credited Rate shall, from the date immediately following the Court Approval Date, be reduced to 2.0 per cent per annum.

# 9 LAPSED POLICY OFFER

9.1 Subject to the following provisions of this Clause 9, the Company shall, following the Court Approval Date, provide each Policyholder of a Post-Appointment Lapsed Policy, the option to settle all amounts due and payable on account of their Post-Appointment Lapsed Policy including, for the

avoidance of doubt, any sum as may be necessary to eliminate any policy fund deficit until the date falling three (3) months after the Court Approval Date (the "Lapsed Policy Offer Deadline") (the "Lapsed Policy Offer").

- **9.2** The Lapsed Policy Offer shall be notified to all Policyholders of Post-Appointment Lapsed Policies in accordance with the Communications Process.
- 9.3 Where the amounts due and payable on account of the Post-Appointment Lapsed Policy are paid by the Lapsed Policy Offer Deadline then the Policy will not be forfeited and will become a Transferring Policy. If the Transfer of such Post-Appointment Lapsed Policies is not effective by the Agreed Completion Date or such later date as consented to by the Company, the Company shall return such amounts paid and shall have no further liability in relation to such Post-Appointment Lapsed Policy.
- 9.4 The applicable provisions of Clause 8 shall apply to each Post-Appointment Lapsed Policy where the amounts due and owing thereunder have been settled in accordance with the Lapsed Policy Offer and all amendments to Policy terms, Assets and Liabilities required pursuant to Clause 8 shall be deemed to have applied as of the Appointment Date.
- 9.5 The Transferee shall, for any Post-Appointment Lapsed Policies which, for whatever reason, cannot transfer under this Transfer Scheme or which cannot lawfully be modified or for which the Lapsed Policy Offer cannot be made, offer to issue a new policy to the relevant Policyholder, being such Transferring policy set out in Schedule 1 for that original Policy type. For the avoidance of doubt, the new Policy will be deemed to have the same duration from the original issue date as had been attained under the Post-Appointment Lapsed Policy. The original date of inception and duration of the Post-Appointment Lapsed Policy shall be applied to the new Policy.
- **9.6** Any Post-Appointment Lapsed Policies where the amounts due and owing thereunder have not been settled prior to the Lapsed Policy Offer Deadline shall be forfeited.

# 10 DE MINIMIS POLICIES

- Subject to the following provisions of this Clause 10, any Life Policy that does not have a Claim against it, has not lapsed and has a Face Value of less than BD\$5,000 shall constitute a "**De Minimis Policy**".
- 10.2 The Company shall, following the Transfer Completion Date, pay or return (as applicable) to each Policyholder of a De Minimis Policy:
  - (a) in respect of a Term Life Policy, BD\$500;
  - (b) in respect of an Ordinary Life Policy or a Universal Life Policy, the Cash Value or Fund Value (as applicable and taking into account any Policy Loan) of such Policy as at the Appointment Date; and
  - (c) any element of the Post-Appointment Premiums that is attributable to such De Minimis Policy;

each such payment being a "**De Minimis Policy Payment Amount**", provided that no payment pursuant to this Clause 10.2 shall be made where such payment would be less than BD\$10.

- 10.3 Upon receipt of the De Minimis Policy Payment Amount or, in the case of a De Minimis Policy where the De Minimis Policy Payment Amount is less than BD\$10, upon receipt of a notice of termination of the relevant De Minimis Policy from the Company, each De Minimis Policy in respect of which such De Minimis Payment Amount was made or notice received (as applicable) shall be immediately terminated.
- Provided that the Company has paid the relevant Policyholder of a De Minimis Policy the De Minimis Policy Payment Amount or has provided such Policyholder with a termination notice (as applicable) in accordance with Clause 10.3 above, any Claim brought in respect of such De Minimis Policy shall be extinguished.

### 11 BAR DATE

- 11.1 Subject to the following provisions of this Clause 11, the Company shall impose a bar date (the "Bar Date"), being the date falling three (3) months after the Court Approval Date, for the notification to the Company by any holder of a policy issued by the Company of one or more of the following:
  - any disagreement with the Company's record of the particulars of their Policy or Claim.
     Particulars of a Policy or Claim include, but are not limited to, the Face Value, Fund Value,
     Cash Value, Periodic Premium, Regular Annuity Income and Claim amount;
  - (b) Unknown Claims; and
  - (c) Unknown Policies.
- 11.2 The Company shall notify Policyholders of the Bar Date in respect of Clause 11.1(a) to (c) above (as applicable) pursuant to the terms of the Communications Process. As part of this Communications Process, the Company will notify the Policyholders of the values held in the Company's records for the particulars of their Policy or Claim.
- 11.3 Provided that the Company has complied in all material respects with the Communications Process then:
  - (a) with respect to any particulars detailed in the notification to Policyholders, the value of the particulars of a Policy or Claim at the Court Approval Date will, subject to Clause 11.3(b) below, be deemed to be the value notified to the Policyholders in the notification and each Policyholder will relinquish any rights they may have to challenge the accuracy of the Company's record of their Policy or Claim after the Bar Date;
  - (b) all Unknown Claims brought after the Bar Date shall be permanently extinguished. **For the avoidance of doubt**, this Clause 11.3(b) shall apply equally to Unknown Claims arising from Policies of which the Company and/or the Transferee is at any time aware and Unknown Claims arising from Policies of which the Company and/or the Transferee is not aware; and
  - (c) all Unknown Policies that have not been notified to the Company by the Bar Date shall be terminated and any Claims in respect of those policies shall be permanently extinguished.
- 11.4 If a Policyholder notifies the Company by the Bar Date (i) that they disagree with the value of the particulars of their Policy or Claim; (ii) of the existence of an Unknown Claim; and/or (iii) of the

- existence of an Unknown Policy, the Judicial Manager shall review and determine the value of such particulars, Policy or Claim and, as far as laws allow, such determination shall be final.
- Any Unknown Policy that is notified to the Company by the Bar Date and for which the Company determines that a liability remains unsatisfied or outstanding as at the Transfer Completion Date shall constitute a Transferring Policy.
- Any Claim that is notified to the Company by the Bar Date, whether or not such Claim was previously an Unknown Claim or in respect of an Unknown Policy, shall constitute a Retained Liability for which the Company shall be liable.

#### 12 POLICY LOANS

- 12.1 Where the terms of a Transferring Policy that is a Life Policy provide for, and the circumstances have arisen pursuant to which, a Policy Automatic Premium Loan shall have been granted by the Company to a Transferring Policyholder on or prior to the Transfer Completion Date (or any relevant Subsequent Transfer Date), such Policy Loan shall, as of the Transfer Completion Date, be deemed to have been automatically granted by the Company and shall constitute a Transferring Asset.
- **12.2** Any Policy Regular Loan granted by the Company to a Transferring Policyholder in respect of a Transferring Policy that is a Life Policy shall constitute a Transferring Asset.

### 13 PAYMENT OF LIABILITIES

- 13.1 Notwithstanding any other provision to the contrary contained in this Transfer Scheme or any other Transaction Document (or otherwise), the Transferee shall not be required to make any payment to any Policyholder in respect of any Transferring Liability until 15 Business Days following the Transfer Completion Date.
- 13.2 Save where expressly provided to the contrary in this Transfer Scheme, no provision of this Transfer Scheme or any other Transaction Document shall impose any immediate obligation on the Judicial Manager to make any payment to a Policyholder in respect of the Retained Liabilities (or otherwise) and any Liabilities of the Company shall be settled by the Judicial Manager during the ordinary course of the Judicial Management.

### 14 COMMUNICATIONS PROCESS

The Transferee and the Officeholders shall follow the Communications Process set out at Schedule 2.

#### 15 ADMINISTRATION SERVICES

## 15.1 Administration services pre Transfer Completion Date

Prior to the Transfer Completion Date, the Company will perform or will use its reasonable endeavours to procure that the Service Provider (if any) will continue to perform, the administration services with respect to the Business.

## 15.2 Relinquishment of role by Service Provider

On the Transfer Completion Date, the Company will, subject to any directions obtained from the Court, to the extent that it is able to do so, use its reasonable endeavours to ensure that the Service Provider relinquishes its role as provider of the administration services in respect of the Business, subject to any on-going services agreement with the Transferee.

## 15.3 Policyholder Records and Data

- (a) Save for any accounting, financial and other records of the Company which it is required by law to retain including VAT records, the Policyholder Records will be transferred to the Transferee as part of the Transfer.
- (b) The Transferee shall bear the costs and expenses reasonably incurred in converting the record of the Policyholders into a format compatible with the Transferee's record keeping system requirements.
- (c) The Transferee will:
  - (i) take physical possession of the Policyholder Records within two weeks after the Transfer Completion Date; and
  - (ii) for such minimum period as may be required by either the Transferee or the Company in order to comply with any applicable law or regulation plus an additional 12 months, retain them in safe custody at the premises of the Transferee.
- (d) If, subject to the record retention requirements generally applicable to those records being met, the Transferee intends to dispose of the Policyholder Records after the expiry of the aforesaid period and before the Company's dissolution, it will give not less than ten clear Business Days' notice to the Company of such intention, and permit the Officeholders to collect the Policyholder Records from the premises of the Transferee.
- (e) Following the Company's dissolution, and subject to the record retention requirements generally applicable to those records being met, the Transferee will be at liberty to dispose of the Policyholder Records as it sees fit without notice to the Officeholders.

### 15.4 Access and assistance after the Transfer Completion Date

- (a) The Transferee will allow the Company and the Officeholders and its or their staff, agents and licensees, on the Company giving written notice giving 24 hours to the Transferee, free of charge for the purposes of conducting the affairs of the judicial management, judicial administration or any other similar restructuring or insolvency process of the Company, for a period of 18 months from the Transfer Completion Date, reasonable access to:
  - (i) relevant information related to the Business or any part of it (including the reasonable use of an office and office facilities, telephones, and employees);
- (b) At any time, whenever requested by the Company, the Transferee will provide to the Company free of charge:

- (i) a printout of any information which relates to the Business prior to the Transfer Completion Date and which is contained on computer tapes or disks or any other such electronic medium in the possession or control of the Transferee;
- (ii) a duplicate set of such tapes or disks; and/or
- (iii) access to any computer on any premises used by the Transferee for carrying on the Business or any part of it for the purpose of examining such tapes or disks.
- (c) Without prejudice to the obligations of the Transferee under this Clause 15.4 and any rights of the Officeholders by operation of law, the Transferee agrees to provide such information, documents and assistance as the Officeholders may reasonably require in connection with the Business transferred to the Transferee so as to facilitate the Officeholder's conduct of the judicial management, judicial administration or any other similar restructuring or insolvency process of the Company.

#### 16 INDEMNITIES

#### 16.1 General

- (a) The Transferee shall, with effect from the Transfer Completion Date, indemnify the Company and the Officeholders against any and all and keep them fully and completely indemnified against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever, present and future, brought against or incurred by the Company and the Officeholders in respect of or in connection with the Transferring Liabilities or otherwise arising in respect of the Business save and except with respect to instances of fraud and or wilful misconduct on the part of the Company and/or the Officeholders occurring prior to the Transfer Completion Date. For the avoidance of doubt, it is understood and agreed between the Parties hereto that any indemnity provided by the Transferee hereunder shall not provide, and shall not be construed as providing, the Company, the Judicial Manager or the Officeholders any indemnity where the actions of the Company or Judicial Manager or Officeholders fall outside the protections that are afforded to a Judicial Manager under Section 63 of the Insurance Act.
- (b) In the event that the Company or any of the Officeholders reasonably anticipates that any amount falls to be paid in respect of which it is indemnified by the Transferee under Clause 16.1(a) above the Transferee shall provide the Company with such monies as may reasonably be requested by the Company, the Judicial Manager or the Officeholder as the case may be on account in advance of any amount becoming so payable.

### 16.2 Litigation

(a) All proceedings issued or served in relation to the Business in respect of which the Company is plaintiff, claimant or applicant, and all causes of action or potential causes of action of the Company in relation to the Business, arising from acts or omissions in relation to the Business which occur on or before the Transfer Completion Date (including any claims in respect of such matters brought after the Transfer Completion Date), will not be transferred to the Transferee and will remain the responsibility and ownership of the Company.

- (b) The Transferee shall be liable for any litigation and proceedings that it issues or serves in relation to the Business in respect of which the Transferee is plaintiff, claimant or applicant arising from acts or omissions in relation to the Business which occur after the Transfer Completion Date.
- (c) Except in the case of fraud and or wilful misconduct, the Transferee shall indemnify the Company and the Officeholders and keep them fully and completely indemnified against any claims or proceedings brought by any third party against the Company and/or the Officeholders arising from the Business, including any such claims or proceedings which arise from acts or omissions in relation to the Business which occur on or after the Transfer Completion Date. For the avoidance of doubt, it is understood and agreed between the Parties hereto that any indemnity provided by the Transferee hereunder, shall not provide, and shall not be construed as providing, the Company or the Officeholders any indemnity where the actions of the Company or Judicial Manager or Officeholders fall outside the protections that are afforded to a Judicial Manager under Section 63 of the Insurance Act.

### 16.3 Intellectual Property

The Transferee shall indemnify the Company and the Officeholders and keep them fully and completely indemnified against any present or future claims or proceedings brought by any third party against the Company and/or the Officeholders arising from the breach by the Transferee of any third party licenses or other violation of intellectual property rights committed by the Transferee.

#### 16.4 Counterclaims

Where any cause of action which is transferred to the Transferee would form the basis of a counterclaim by the Company in respect of any proceedings at any time brought against the Company, the Transferee shall take such actions and execute all such documents as the Company may reasonably request to enable the Company to benefit from such counterclaim.

### 17 MISCELLANEOUS PROVISIONS

#### 17.1 Costs and expenses

- (a) The following costs and expenses shall be deducted from the Transferring Assets prior to their transfer:
  - (i) the Company's fees, costs and expenses reasonably incurred and expected to be incurred for the negotiation and execution of the Transaction Documents including:
    - (A) payment of the fees reasonably incurred in obtaining actuarial advice for the purpose of this Transfer Scheme and any other Transaction Document;
    - (B) payment of fees reasonably incurred and expected to be incurred in connection with any Court applications seeking leave to give effect to the terms of this Transfer Scheme and any other Transaction Document; and
    - (C) payment of fees, costs and expenses reasonably incurred in giving effect to the terms of this Transfer Scheme and any other Transaction Document.

- the Company's fees, costs and expenses reasonably incurred and expected to be incurred in administrating the Policies prior to and including the Transfer Completion Date;
- (iii) the Company's reasonably projected fees costs and expenses incurred and expected to be incurred in order to complete the Judicial Management of the Company and any other subsequent steps by the Judicial Manager or any subsequent Officeholder as Ordered by the Court of Barbados including but not limited to the potential winding up of the Company by a Court-appointed liquidator or otherwise;
- (iv) any taxes, imposts, levies or duties that may become payable as a result of the Transfer.
- (b) The Transferee shall pay the following costs and expenses:
  - (i) the Transferee's fees, costs and expenses reasonably incurred and expected to be incurred for the negotiation and execution of the Transaction Documents;
  - (ii) the Transferee's fees, costs and expenses reasonably incurred and expected to be incurred in administrating the Transferring Policies subsequent to the Transfer Completion Date;
  - (iii) all legal costs reasonably incurred and expected to be incurred by the Transferee and the Company for negotiation and execution of this Transfer Scheme.
- (c) The Transferee shall not be liable for costs or expenses that ought reasonably to be regarded as the proper costs or expenses of the judicial management of the Company.
- (d) In the event that this Transfer Scheme lapses in accordance with Clause 4.2 or it becomes unlawful for the Transferee to perform all or any material part of its obligations under this Transfer Scheme or any of the Transaction Documents, the Transferee shall not be liable for the Company's fees, costs and expenses set out in this Clause 17.1.
- (e) Insofar as any fees, costs and expenses incurred or to be incurred by the Company or the Officeholders under this Transfer Scheme are expressed to be at the cost of or payable by the Transferee, the Transferee shall:
  - pay the Company or Officeholder (as applicable) in advance such sum as the Company or Officeholder (as applicable) may require on account of such costs;
     and
  - (ii) promptly reimburse the Company and the Officeholders (as applicable) for all fees, costs and expenses incurred or to be incurred by them.

### 17.2 Exclusion of Officeholders' personal liability

(a) Subject to Clause 17.2(d) the Officeholders act as agents of the Company for all purposes and accordingly neither the Officeholders nor any of their agents, employees, firms, partners, directors members, advisers or representatives will incur any personal liability whatsoever under this Transfer Scheme, any other Transaction Document or under any

- deed, instrument or document entered into under or in connection with them or in relation to any related matter or claim in any jurisdiction or forum.
- (b) For the purpose of any acknowledgements or agreements as to, or provisions of, exclusion of liability or indemnity in favour of the Officeholders in this Transfer Scheme, references to the Officeholders where the context so permits shall mean and include their present and future firm or firms, partners, directors and employees, and any legal entity or partnership, any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership.
- (c) Without prejudice to Clause 17.2(a) of this Transfer Scheme, the Officeholders shall not be liable on any deed or document executed with a view to, or for the purpose of, giving effect to this Transfer Scheme or any other Transaction Document whether or not that deed or document so provides in its terms and the Officeholders shall be entitled at any time to have any such deed or document amended so as to exclude personal liability in the terms of Clause 17.2(a) of this Transfer Scheme.
- (d) This Clause 17.2 will not apply to any fraud and or wilful misconduct of the Officeholders, or any individual Officeholder, or their agents, employees, firms, partners, directors, members, advisers or representatives or to any actions of the Officeholders which fall outside the protections afforded to a Judicial Manager under Section 63 of the Insurance Act.

#### 17.3 Modifications or Additions

- (a) The Company and the Transferee may consent for and on behalf of themselves and all other persons concerned to any modification of or addition to this Transfer Scheme or to any further condition or provision affecting the same which, in each case prior the sanction of this Scheme, the Court may approve or impose.
- (b) At any time after the sanction of this Scheme, the Transferee and the Company shall be at liberty to apply jointly to the Court for consent to amend its terms, provided that in any such case:
  - (i) The Financial Services Commission shall be notified of, and have the right to be heard at, any hearing of the Court at which such application is considered; and
  - (ii) such application shall be accompanied by a certificate from an independent actuary to the effect that in his opinion the proposed amendment will not adversely affect the fair treatment of the holders of the Transferring policies
  - (iii) If such consent is granted, the Transferee and the Company may amend the terms of this Scheme in accordance with such consent.

### 17.4 Evidence of Transfer

17.5 The production of a copy of the Court Order and this Transfer Scheme, with any modifications made under Clause 17.3 shall, for all purposes, be conclusive evidence of the transfer to, and vesting in, the Transferee of:

- (a) from the Transfer Completion Date, the Transferring Policies, the Transferring Assets and the Transferring Liabilities; and
- (b) from each relevant Subsequent Transfer Date, the Residual Assets and the Residual Liabilities.

# 17.6 Governing Law

This Transfer Scheme is governed by and construed in accordance with the laws in force in Barbados.

Dated:

## **SCHEDULE 1** POLICIES

Annuity policy – contract numbers								
BBR000029BAB	BBR006959	BBR005774	BBR004456	BBR002363	BBR000905	BBR000460		
BBR00032	BBR002135	BBR005001	BBR006257	BBR006852	BBR004974	BBR001959		
BBR000378	BBR000848	BBR005638	BBR004826	BBR000065	BBR002331	BBR001495		
BBR000471	BBR004695	BBR005283	BBR006284	BBR002328	BBR002917	BBR003618		
BBR002274	BBR004696	BBR004014	BBR006281	BBR004872	BBR000064	BBR000649		
BBR003359	BBR002338	BBR003685	BBR004956	BBR000012	BBR002817	BBR000651		
BBR004352	BBR002340	BBR006376	BBR004535	BBR003755	BBR006605	BBR000855		
BBR005799	BBR000987	BBR000498	BBR006295	BBR001328	BBR002972	BBR002652		
BBR005800	BBR004349	BBR001548	BBR002119	BBR000100	BBR003033	BBR005964		
BBR006274	BBR004751	BBR006019	BBR006836	BBR001834	BBR002705	BBR000060		
BBR006493	BBR000949	BBR006782	BBR006075	BBR006412	BBR001894	BBR001585		
BBR006732	BBR006614	BBR005011	BBR004049	BBR001587	BBR002824	BBR002275		
BBR007555	BBR005217	BBR006535	BBR004051	BBR003563	BBR005588	BBR000583		
BBR007556	BBR007121	BBR004111	BBR005224	BBR000395	BBR004131	BBR001588		
BBR007569	BBR004643	BBR006684	BBR000246	BBR002628	BBR001734	BBR001534		
BBR007494	BBR000912	BBR006688	BBR007214	BBR002629	BBR005756	BBR005875		
BBR007503	BBR006802	BBR000742	BBR001743	BBR005691	BBR005609	BBR005907		
BBR007513	BBR007489	BBR001926	BBR004539	BBR000435	BBR005351	BBR002912		
BBR007517	BBR004468	BBR000730	BBR005835	BBR001789	BBR002022	BBR000485		
BBR007346	BBR000826	BBR002541	BBR004422	BBR003148	BBR000711	BBR000483		
BBR007375	BBR004291	BBR005068	BBR005820	BBR002686	BBR003507	BBR001703		
BBR007378	BBR004265	BBR005699	BBR004552	BBR004702	BBR001043	BBR001711		
BBR007379	BBR006222	BBR001929	BBR004071	BBR002988	BBR005604	BBR001709		
BBR007388	BBR004061	BBR005042	BBR006234	BBR003691	BBR005105	BBR001704		
BBR007397	BBR004159	BBR005557	BBR004382	BBR004637	BBR000810	BBR000285		
BBR007418	BBR004779	BBR003797	BBR004383	BBR004642	BBR005540	BBR002141		
BBR007429	BBR004064	BBR006439	BBR004794	BBR002146	BBR003794	BBR000650		
BBR007431	BBR000791	BBR004778	BBR005261	BBR000902	BBR002841	BBR001309		
BBR007298	BBR000734	BBR007182	BBR004508	BBR005331	BBR004833	BBR002886		
BBR007320	BBR004457	BBR004687	BBR004511	BBR005554	BBR002770	BBR000522		
BBR007341	BBR004458	BBR001754	BBR004272	BBR004680	BBR002848	BBR002253		
BBR007222	BBR000718	BBR001370	BBR004466	BBR004623	BBR002372	BBR005626		
BBR007194	BBR005686	BBR007159	BBR004532	BBR004312	BBR002815	BBR000564		
BBR007059	BBR000725	BBR007127	BBR003170	BBR004542	BBR002528	BBR000490		
BBR006972	BBR004002	BBR007128	BBR002830	BBR004717	BBR004920	BBR000412		
BBR006897	BBR000667	BBR004498	BBR004547	BBR005849	BBR003656	BBR001451		

BBR006904	BBR000640	BBR000501	BBR005276	BBR003181	BBR000561	BBR000622
BBR006861	BBR000536	BBR006502	BBR004617	BBR006413	BBR002495	BBR003128
BBR006703	BBR001117	BBR004743	BBR006122	BBR004220	BBR003080	BBR005560
BBR006763	BBR006428	BBR002715	BBR004128	BBR006441	BBR002009	BBR001853
BBR006624	BBR003647	BBR006380	BBR003687	BBR006117	BBR005019	BBR000457
BBR006503	BBR007546	BBR007381	BBR006315	BBR003337	BBR004099	BBR000656
BBR006538	BBR007486	BBR007391	BBR003873	BBR001558	BBR004911	BBR006477
BBR006583	BBR000442	BBR007122	BBR004204	BBR006162	BBR004926	BBR000594
BBR006303	BBR007520	BBR007487	BBR006534	BBR005889	BBR004685	BBR005304
BBR006165	BBR003771	BBR007275	BBR001076	BBR007515	BBR002281	BBR005318
BBR006016	BBR007529	BBR003484	BBR002874	BBR004368	BBR004216	BBR001369
BBR006017	BBR003908	BBR000200	BBR000098	BBR002607	BBR003024	BBR000549
BBR005886	BBR007351	BBR007249	BBR006613	BBR004701	BBR004150	BBR005277
BBR005951	BBR007510	BBR007250	BBR005971	BBR000223	BBR004176	BBR005278
BBR005753	BBR007469	BBR007104	BBR004735	BBR001442	BBR001860	BBR000527
BBR005787	BBR005110	BBR007251	BBR004919	BBR001257	BBR000008	BBR001300
BBR005653	BBR006859	BBR005576	BBR006978	BBR002173	BBR003087	BBR001271
BBR005677	BBR006860	BBR007188	BBR006233	BBR003753	BBR002680	BBR000413
BBR005694	BBR007424	BBR004853	BBR005063	BBR003754	BBR002793	BBR000050
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Anchor Life – contract numbers							
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	20328	20250	30245	30622	30640	10085	30352
	20054	20265	30266	30645	30641	10096	30435
	20076	20295	30276	30663	30671	30099	30726
	20085	20309	30299	30666	30366	30100	30730
	20086	20315	30336	30745	30494	30107	30742
	20116	30190	30337	30752	30461	30172	30756
	20125	30208	30427	30484	30651	30233	30757

#### SCHEDULE 2 COMMUNICATIONS PROCESS

As part of the transfer process, a number of communication steps are undertaken to advise policyholders of the details of their new policies, as well as any actions they are required to take. These are outlined below:

#### Phase 1: As soon as practicable following the Court Approval Date

The Company will send a letter to each known Policyholder for which an address is held in the Company's records:

- Confirming the Court's approval of the Transfer Scheme.
- Stating the Policy or Claim details held in the Company's records.
- Notifying the Bar Date and Lapsed Policy Offer.

The Company will also undertake an advertising campaign at this time to reach any other unknown Policyholders and/or claimants.

#### Phase 2: As soon as practicable following the Transfer Completion Date

The Company will send a letter to each Policyholder:

- Confirming completion of the Transfer Process.
- Confirming the final Policy or Claim details.

The Transferee will send a letter to each Transferring Policyholder:

- Asking them to meet with a Sagicor representative to receive revised policy documentation if necessary.
- Asking them to complete any outstanding "know your client" requirements under the Insurance Act.



British American Insurance Company (Barbados) Limited ("BAICO" or "the Company")
Final Report including the JM's recommended course for BAICO's Life and Annuity Policies
March 14, 2016

## Appendix 13 – Sale and Purchase Agreement

# Dated the 21 of December 2015

### SALE AND PURCHASE AGREEMENT

## British-American Insurance Company (Barbados) Limited

(in Judicial Management)

(the "Company")

and

Sagicor Life Inc. (the "Transferee")

and

KPMG Transactions and Restructuring Limited, acting through Ms. Lisa Ann Taylor Chartered Accountant and Partner of KPMG and Mr. Michael Alister Edghill, Chartered Accountant and Partner of KPMG as the Judicial Manager.

(the "Judicial Manager")

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THIS AGREEMENT is made as at the 21st day of December 2015 between the following parties

- (1) British-American Insurance Company (Barbados) Limited (in Judicial Management), acting by its judicial manager, KPMG Transactions and Restructuring Limited of Hastings, Christ Church, Barbados BB15154 ("KPMG"), acting through its Managing Directors Ms. Lisa Ann Taylor and Mr. Michael Alister Edghill, (the "Company");
- (2) Sagicor Life Inc. is a company incorporated under the Companies Act, Cap 308 of the Laws of Barbados with its registered Office at Cecil F de Caires Building, Wildey, St Michael, Barbados (the "Transferee"); and
- (3) KPMG Transactions and Restructuring Limited, acting through Ms. Lisa Ann Taylor Chartered Accountant and Partner of KPMG and Mr. Michael Alister Edghill, Chartered Accountant and Partner of KPMG as the judicial manager (the "Judicial Manager").

#### WHEREAS

- (A) The Company is an insurance company incorporated under the Laws of Barbados, which has issued insurance policies within Barbados and is the owner of the Business (defined below).
- (B) On 30 September 2010, the Supreme Court of Barbados ordered that:
  - (a) the Company be placed under Judicial Management pursuant to Section 57(1)(b) of the Insurance Act, Cap.310 of the Laws of Barbados; and
  - (b) Mr. David Holukoff, a director of KPMG, be appointed as the judicial manager of the Company.
- (C) On 18 December 2012, the Supreme Court of Barbados ordered that:
  - (a) the appointment of Mr. David Holukoff as judicial manager of the Company be cancelled; and
  - (b) KPMG-Transactions\_and\_Restructuring\_Limited, acting\_through\_Ms. Lisa-Ann Taylor Chartered Accountant and Partner of KPMG and Mr. Michael Alister Edghill, Chartered Accountant and Partner of KPMG be appointed as the judicial manager of the Company.
- (D) Subject to the approval of the Court and such regulatory consents as may be required, the Judicial Manager has agreed to the sale of the Business to the Transferee on the basis that the Judicial Manager considers that this course of action is most advantageous to the general interest of the policy-holders of the Company in accordance with section 61(1) of the Insurance Act, Cap 310 of the Laws of Barbados.
- (E) The Transferee is an insurance company incorporated under the Laws of Barbados and has agreed to purchase the Business from the Company on the terms outlined in this Agreement.
- (F) The Government of Barbados has indicated its intention to provide support in connection with the sale of the Business.

#### IT IS AGREED as follows

#### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 **Definitions**

- "Agreed Completion Date" means such time and date (a) specified in the Court Order approving the Transfer Scheme: or (b) such later time and date as the Company and; the Transferee may agree, which in each case, shall be a time and date after (but no later than two (2) calendar months after) the latter of the Bar Date and the Lapsed Policy Offer Deadline;
  - "Agreement" means this Agreement and includes all recitals, appendices, schedules and addenda to this Agreement, as the same may be amended from time to time in accordance with the terms of this Agreement;
  - "Annuity Policy" means a policy issued by the Company listed as an "Annuity Policy" at Schedule 1 but shall exclude policies in the name of a body corporate or a non-natural person;
  - "Annuity Rate" means the rate that is applied to the Fund Value of an Annuity Policy at its maturity date to determine the amount of Regular Annuity Income payable to the policyholder from the maturity date onwards and is expressed as the monthly (or otherwise) payment which can be purchased with each BD\$1,000 of Fund Value;
  - "Appointment Date" means the date that the Supreme Court of Barbados ordered that the Company be placed under Judicial Management, being 30 September 2010;
  - "Assets" means any assets and property of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, whether owned, leased or licensed including without limitation all rights, benefits and powers under any contract and all rights, benefits and powers under any contract and all rights, claims and powers against any third party but excluding the Excluded Assets, the Excluded Liabilities, the Retained Assets and the Retained Liabilities;
  - "Bar Date" has the meaning given to that term in Clause 8.1;
  - "Business" means: (i) the Transferring Policies; (ii) the Transferring Assets; (iii) the Transferring Liabilities; (iv) the Residual Assets; and (v) the Residual Liabilities, but excluding the Excluded Assets, the Excluded Liabilities, the Retained Assets and the Retained Liabilities;
  - "Business Day" means a calendar day excluding Saturdays, Sundays and public holidays in Barbados;
  - "Cash Value" means, in relation to an Ordinary Life Policy, the cash amount payable to a policyholder in the event that the policyholder surrenders their policy, the amount of which is defined at any given time by a table of Cash Values within the policy terms and expressed as a value payable per BD\$1,000 of Face Value. Cash Value may also be known or referred to in policy documentation as, inter alia, cash surrender value, surrender value, surrender benefit, non-forfeiture value, or descriptions of a similar nature. For the purpose of this Agreement, Cash Value is not a term that is applicable to a Policy that is not an Ordinary Life Policy;

"Claims" means, subject to the operation of Clause 8 (Bar Date), valid claims under the Policies, or any riders or supplements thereto, that were incurred on or before the Court Approval Date and that have not been settled by the Company or deemed void pursuant to Clause 5 (Amendments to Policies). Claims shall include, for the avoidance of doubt, valid claims made in respect of:

- (a) the death of the Policyholder on or before the Court Approval Date;
- (b) Policies maturing on or before the Court Approval Date, with the exception of Vested Annuity Policies; and
- (c) Policies that are the subject of a valid surrender request lodged with the Company prior to the Appointment Date,

and shall exclude claims arising from the surrender request of a policy on or after the Appointment Date (it being acknowledged that Policies may only be validly surrendered on or after the Appointment Date in the circumstances set out in Clauses 5.1(a)(i) and 5.2(d));

"Communications Process" means the communications process set out in Schedule 3;

"Conditions Precedent" means the conditions precedent listed at Clause 3.1:

"Confidential Information" means for the purpose of this Agreement, the confidential and proprietary information belonging to the Company and the Transferee including, among other things, (a) all information regarding the technical characteristics and operation of products offered by the Company and the Transferee; (b) all information concerning the identity of the suppliers and customers of the Company and the Transferee and the nature and extent of their business relationships with the Company and the Transferee; and (c) all information concerning the assets, liabilities, operations, financial conditions, employees, plans, prospects, management, investors, products, strategies and techniques of the Company and the Transferee; provided, however, that no such information will be considered confidential if it is in the public domain by reason other than by the actions of the Transferee where the information is about the Company or by the actions of the Company where the information is about the Transferee:

"Consideration" means the amount of BD\$1,400,000.;

"Cost of Insurance" means, in relation to a Universal Life Policy, the monthly charge applied to the Fund Value to pay for the cost of insuring the amount of death benefit. Cost of Insurance may also be known or referred to in policy documentation as, inter alia, mortality charge or monthly insurance charge or descriptions of a similar nature. Cost of Insurance is not a term that is applicable to a Policy that is not a Universal Life Policy;

"Court" means the Supreme Court of Barbados;

"Court Approval Date" means the date of Court approval to the Transfer;

"Credited Rate" means, in relation to a Universal Life Policy or an Annuity Policy, the interest rate applied to the Fund Value in calculating the interest earned by the Policyholder on their fund. The Credited Rate may also be known or referred to in policy documentation as, inter alia, the earned rate or interest rate or descriptions of a similar nature. Credited Rate is not a term that is applicable to a Policy that is not a Universal Life Policy or an Annuity Policy;

- "Data Room" means the electronic data room established by the Company for the purpose of potential bidders for the Business to access data regarding the Company;
- "De Minimis Policy" has the meaning given to it in Clause 7.1;
- "De Minimis Policy Payment Amount" has the meaning given to it in Clause 7.2;
- "Dispute" means any matter which falls to be resolved under Clause 19;
- "Employee Restriction Period" means the period of six months starting from the Signing Date and ending six months after the Transfer Completion Date;
- "Excluded Assets" means all right, title and interest of the Company in, to or under any Assets not used (in whole or in part) in the conduct of the operation of the Business;
- "Excluded Liabilities" means all Liabilities of the Company whatsoever, whether current or future, certain or contingent, (i) comprised in, arising under or otherwise attributable to the Excluded Assets; or (ii) that do not relate to or have not arisen under the Business;
- "Excluded Policies" means (i) De Minimis Policies; and (ii) any Policy under which a Claim has arisen;
- "Expert" shall have the meaning given to it in Clause 19.2;
- "Face Value" means, in relation to a Life Policy, the amount that may be known or referred to in policy documentation as, inter alia, face value, face amount, protection amount, sum insured, sum assured, or descriptions of a similar nature. For Ordinary Life Policies and Term Life Policies, the Face Value is the amount of death benefit payable to the beneficiary upon death of the policyholder. For Universal Life Policies, the death benefit payable can (at the option of the Policyholder) be either (a) the greater of (i) the Face Value, or (ii) the Fund Value plus BD\$25,000; or (b) the Face Value plus the Fund Value. Face Value is not a term that is applicable to a Policy that is an Annuity Policy;
- "Fund Value" means, in relation to a Universal Life Policy or an Annuity Policy, the value of a policyholder's fund at any given time, calculated in accordance with their policy terms. Fund Value may also be known or referred to in policy documentation as, inter-alia,—the value-of—the-accumulation—fund,—accumulation—value—(in—the-case-of-a-Universal Life Policy), or cash value (in the case of an Annuity Policy). The Fund Value at any given time is generally determined by referring to the Fund Value at a prior point in time, and adjusting for interest earned by the Policyholder at the Credited Rate and any Cost of Insurance or other charges deducted during the period. Fund Value is not a term that is applicable to a Policy that is an Ordinary Life Policy or a Term Life Policy;
- "Estimate of GOB Support" has the meaning given to it in Clause 4.1(a);
- "Final GOB Support" has the meaning given to it in Clause 4.1(b);
- "Government" means the Government of Barbados;
- "Insurance Act" means the Insurance Act Cap. 310 of the Laws of Barbados;
- "Judicial Management" means the period for which the Company has been under the control of its judicial managers;

"Lapsed Policy Offer" shall have the meaning given to it in Clause 6.1;

"Lapsed Policy Offer Deadline" shall have the meaning given to it in Clause 6.1;

"Liability" means any debt or liability (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) including, without limitation, all costs and expenses relating thereto;

"Life Policy" means an Ordinary Life Policy, a Term Life Policy and a Universal Life Policy;

"Ordinary Life Policy" shall mean each policy issued by the Company designated as an "Ordinary Life Policy" at Schedule 1 but shall exclude policies in the name of a body corporate or a non-natural person;

"Officeholders" refers to each and every judicial manager, and officeholder of a similar standing (including any of its agents, employees, firms, partners, directors, members, advisers or representatives of such judicial manager) and their respective successors and assigns appointed by the Supreme Court of Barbados in respect of the Company;

"Periodic Premium" means the agreed level of premium payable on a regular basis by the Policyholder. This may be paid weekly, monthly, quarterly, annually, or such other period as agreed by the Policyholder with the Company;

"Policies" means Annuity Policies, Vested Annuity Policies and Life Policies;

"Policy Automatic Premium Loans" means loans that have been provided by the Company to certain Policyholders of Transferring Policies that are Life Policies where those loans have occurred automatically as a result of the Policyholder failing to make a required premium payment on time under the terms of such Policy;

"Policyholders" means the holders of the Policies;

"Policy Loans" means both:

- (a) Policy Automatic Premium Loans; and
- (b) Policy Regular Loans,

and includes all amounts owing to the Company as at the Transfer Completion Date under those loans;

"Policyholder Records" means the records (including policyholder data and lists, electronic or otherwise) relating to the Policyholders of the Company relating to the Business;

"Policy Regular Loans" means loans that have been provided by the Company to certain Policyholders of Transferring Policies that are Life Policies where the Policyholder has taken out a loan from the Company and their policy is provided as security for the loan;

"Post-Appointment Lapsed Policies" means Policies that lapsed on or after the Appointment Date but before the Court Approval Date due to the non-payment of premiums;

"Post-Appointment Premiums" means the total premiums received by the Company on or after the Appointment Date but prior to the Transfer Completion Date in respect of the Policies and which are held in a segregated premium account, less:

- (a) any taxes, imposts, levies or duties payable in respect of the receipt of those premiums; and
- (b) commissions that the Officeholder is legally required to pay in respect of those premiums;

"Post-Court Approval Claims" means valid claims under the Policies, or any riders or supplements thereto, that were incurred after the Court Approval Date and that have not been settled by the Company;

"Premiums Paid in Error" means Post-Appointment Premiums paid by a Policyholder in error and either (i) claimed for by proper notice received by the Company on or before the Court Approval Date or (ii) Recorded as having been paid in error by the Company on or before the Court Approval Date;

"Real Estate" means the real estate property described in the table below including any proceeds of sale of such property and any investment return on such proceeds of sale in the event that such assets are disposed of prior to the Transfer Completion Date:

Name of Property	Address	Description		
North Shore Dental Clinic	Road View, St. Peter, Barbados	Freehold land and buildings		
Magazine Lane	Magazine Lane, Bridgetown, St. Michael, Barbados	Freehold land and buildings		
Alexandra	Brittons Cross Road and Bishop's Court Hill, St. Michael, Barbados	, , ,		
Collymore Rock (Bishop's Court Hill)	Cnr. Brittons Cross Road & Collymore Rock Road, Upper Collymore Rock, St. Michael, Barbados	Freehold land and buildings, including existing BAICO headquarters and new (partially completed) office building.		

"Recorded" means an entry on the proper records of the Company for recording claims under policies as reasonably determined by the Officeholder whose decision shall be final and binding;

"Registered Annuity Policy" means an Annuity Policy that is registered with the Inland Revenue Department in order to obtain tax relief on contributions made by the Policyholder under the Policy;

"Regular Annuity Income" means, in relation to an Annuity Policy or a Vested Annuity Policy, the policy benefit paid in the form of a regular (monthly or otherwise) stream of income to a policyholder upon the maturity (completion of the accumulation phase) of the policy;

#### "Residual Assets" means:

- (a) any Asset of the Company to be transferred pursuant to this Agreement:
  - the transfer of which to the Transferee pursuant to this Agreement requires, at the Transfer Completion Date, either:
    - (A) the consent of any person (other than the Transferee, the Company or the Court) if not given; or
    - (B) the waiver by any person of a 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 Asset, being a right which directly or indirectly arises or is exercisable as a consequence of such transfer being proposed or taking effect, if not waived; and
  - which the Court does not have jurisdiction to transfer to the Transferee pursuant to the Insurance Act or which (despite having such jurisdiction), does not so transfer:
- (b) any Asset of the Company to be transferred pursuant to this Agreement which the Company and the Transferee agree in writing prior to the Transfer Completion Date shall not be transferred on the Transfer Completion Date; and
- (c) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, earned or received from time to time after the Transfer Completion Date in respect of any Asset referred to in Clauses (a) or (b) of this definition;

## "Residual Liability" means any Liability:

- (a) under the Transferring Assets, the transfer of which liability to the Transferee pursuant to this Agreement requires, as at the Transfer Completion Date, the consent or waiver of any person (other than the Transferee, the Company or the Court) and such consent or waiver has not been given;
- (b) under the Transferring Assets which the Court either does not have jurisdiction to transfer to the Transferee or which (despite having such jurisdiction), does not so transfer; or
- (c) which is attributable to or connected with a Residual Asset and arises at any time before the subsequent transfer date applicable to that Residual Asset;

"Retained Assets" means such amount as is retained by the Company as the Company considers necessary to meet (i) the Retained Liabilities, as notified to the Transferee in writing prior to the Transfer Completion Date and (ii) the Company's and any Officeholder's fees, costs and expenses which may properly be deducted from the Transferring Assets in accordance with Clause 20.2;

"Retained Liabilities" means such Liabilities as are retained by the Company comprised in, arising under or otherwise attributable to (i) the Excluded Policies including, for the avoidance of doubt, Claims under the Policies and Liabilities in respect of De Minimis Policies incurred by the Company pursuant to Clause 7; (ii) Premiums Paid in Error; and (iii) subject to the operation of Clause 8, any accrued Liability with respect to a Vested Annuity Policy arising from the Regular Annuity Income that became due and payable on or before the Court Approval Date and that has not been settled by the Company.

"Service Provider" means British-American Insurance Company (Trinidad) Limited, a company that is currently under the control of the Central Bank of Trinidad and Tobago, or any replacement service provider appointed by the Company prior to the Transfer Completion Date;

"Signing Date" means the date this Agreement is signed;

"Statutory Fund" means those assets which are held on trust by the Company with Royal Fidelity as custodian, for the benefit of the long-term insurance policyholders, pursuant to Section 25 of the Insurance Act, excluding any Real Estate;

"Term Life Policy" means each policy issued by the Company designated as a "Term Life Policy" at Schedule 1, but shall exclude policies in the name of a body corporate or a non-natural person;

### "Transaction Documents" means the following:

- (a) this Agreement;
- (b) the Transfer Scheme; and
- (c) the ancillary documents relating to the Transfer Process.

"Transfer" means the transfer of the Business from the Company to the Transferee;

"Transfer Completion Date" means the date on which the Transfer becomes effective in accordance with Clause 2.3;

"Transfer Process" means the process for transferring the Business from the Company to the Transferee outlined in Schedule 2, as modified by the parties having regard to appropriate legal advice;

"Transfer Scheme" means the insurance business transfer scheme required to be submitted by the Judicial Manager for approval by the Court (including all applicable documentation and applications required for such transfer) as set out in the Transfer Process, in order to give effect to the Transfer, in whole or in part, under the laws and regulations of Barbados;

"Transferring Assets" means all right, title and interest of the Company in, to or under;

- (a) the Statutory Fund assets remaining as at the Transfer Completion Date;
- (b) cash held in the Company's general operating bank accounts as at the Transfer Completion Date which derives from the proceeds of sale of Statutory Fund assets, investment income from Statutory Fund assets or is held in or otherwise attributable to or allocable to the Statutory Fund but excluding in all cases any

cash attributable or allocable to the proceeds of sale of Real Estate and any investment return on such proceeds of sale;

- (c) the Policy Loans made in respect of Transferring Policies which is held in or otherwise attributable or allocable to the Statutory Fund;
- (d) the Post-Appointment Premiums which are held in or otherwise attributable or allocable to the Statutory Fund; and
- (e) the Policyholder Records;

less an amount equal to the value of the Retained Assets. This definition shall exclude the Excluded Assets and any Residual Assets;

"Transferring Liabilities" means all Liabilities of the Company whatsoever, whether current or future, certain or contingent, comprised in, arising under or otherwise attributable to the Transferring Policies or the Transferring Assets, including Post-Court Approval Claims but shall exclude the Excluded Liabilities, Retained Liabilities and any Residual Liabilities;

"Transferring Policies" means those Policies listed at Schedule 1 under which any liability remains unsatisfied or outstanding as at the Transfer Completion Date including, but not limited to, any Post-Appointment Lapsed Policies where the amounts due and payable on account of the Post-Appointment Lapsed Policy are paid by the Lapsed Policy Offer Deadline pursuant to the Lapsed Policy Offer and any Unknown Policies that are notified to the Company by the Bar Date, in each case as amended in accordance with the terms of Clause 5, but shall exclude the Excluded Policies and any other policy that is not a Life Policy or an Annuity Policy or a Vested Annuity Policy;

"Transferring Policyholders" means Policyholders who hold Transferring Policies to be transferred under the Transfer Scheme;

"Universal Life Policy" shall mean each policy issued by the Company designated as a "Universal Life Policy" at Schedule 1 but shall exclude policies in the name of a body corporate or a non-natural person;

"Unknown Claim" means a valid claim under the Policies, or any riders or supplements thereto, which has been incurred on or before the Court Approval Date but not either reported to, or Recorded by, the Company on or before the Court Approval Date;

"Unknown Policy" means each policy issued by the Company, which is, or which is of a similar nature to, Life Policies, Vested Annuity Policies and Annuity Policies listed at Schedule 1 (other than policies in the name of a body corporate or a non-natural person) that is not present on the Company's records or systems; and

"Vested Annuity Policy" means a policy issued by the Company listed as a "Vested Annuity Policy" in Schedule 1, being a policy that had been similar in nature to an Annuity Policy but that had matured prior to the Appointment Date such that the Company was already paying the Regular Annuity Income benefit at the Appointment Date, but shall exclude policies in the name of a body corporate or a non-natural person.

## 1.2 Interpretation

In this Agreement, including the Recitals:

- (a) a reference to "Barbados Dollars" or "BD\$" is a reference to the lawful currency of Barbados for the time being;
- (b) a reference to a clause, schedule, annexure or appendix is a reference to a clause of or schedule, annexure or appendix to this Agreement and references to this Agreement include any recital, schedule, annexure or appendix;
- (c) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (d) 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;
- (e) the singular includes the plural and vice versa;
- (f) headings are inserted for convenience and do not affect the interpretation of this Agreement;
- (g) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other association (incorporated or unincorporated);
- (h) the expression "including" shall be construed as meaning "including without limitation";
- (i) references to any party shall be construed as references to a party to this Agreement;
- (j) references to any person or to any party include that person's or party's executors, administrators, successors and permitted assigns;
- (k) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (l) where two or more parties makes a joint covenant, undertaking, representation or warranty, the same will be construed to refer to and bind each such party jointly and each of them severally; and
- (m) if any day appointed or specified by this Agreement for the payment of any money or doing of anything falls on a day that is not a Business Day, the day so appointed or specified will be deemed to be the next succeeding Business Day.

#### 2 TRANSFER

#### 2.1 Agreement to Transfer

(a) The Company and the Transferee agree that, subject to Clause 2.1(b) below, on and with effect from the Transfer Completion Date, the Company will transfer, and the Transferee will purchase, such right, title and interest as the Company may have and can transfer in the Business to the Transferee in accordance with

the Transfer Scheme. The Retained Assets, Retained Liabilities, Excluded Assets and Excluded Liabilities are excluded from the Transfer.

- (b) The Transferee agrees to the transfer of Residual Assets and Residual Liabilities at a subsequent transfer date if the relevant consent or waiver to the transfer of such asset or liability is subsequently obtained.
- (c) For the avoidance of doubt, no Liability of the Company whatsoever, whether current or future, certain or contingent, comprising in, arising under or otherwise attributable to a policy that is not a Life Policy or an Annuity Policy or a Vested Annuity Policy shall be transferred to the Transferee pursuant to this Agreement or the Transfer Scheme, and the Company shall retain any such Liability.

#### 2.2 Consideration

- (a) In consideration of the Transfer (such consideration representing, for the avoidance of doubt, the amount the Transferee is willing to pay for the Business), the Transferee will on the Transfer Completion Date, by way of a cash transfer, top-up the Transferring Assets received from the Company in an amount equal to the Consideration. Such cash transfer to the Transferring Assets by the Transferee shall be included in the calculation of the Final GOB Support, in accordance with Clause 4.
- (b) The transfer at paragraph (a) above, shall be made in full without any set-off, deduction, withholding, counterclaim or claim to a lien whatsoever, whether or not any such set-off, deduction, withholding, counterclaim or lien arises under the Transaction Documents, and save only as may be required by law.
- (c) If any deduction or withholding is required by law (save in respect of interest), the Transferee will by way of a cash transfer, top-up the Transferring Assets by such amount as will ensure that, after the deduction or withholding has been made, the Transferring Assets are increased by a sum equal to the amount that the Transferring Assets would have been increased by in the absence of the deduction or withholding.

### 2.3 Transfer Completion Date

- (a) Subject to Clause 2.3(b) below and provided that the Conditions Precedent have been satisfied or waived in accordance with Clauses 3.1 and 3.3 below, the Transfer of the Business shall become effective on the Agreed Completion Date.
- (b) Notwithstanding Clause 2.3(a) above, the Transfer shall not become effective unless any material modification of or addition to the Transfer or any further material condition or provision affecting the same imposed by the Court (or recommended by the Court with a view to it being imposed) has been consented to by the Company and the Transferee, acting reasonably.
- (c) With effect from the Transfer Completion Date the Transferee will assume the administration of the Transferring Policies, and be liable thereunder.

### 2.4 Risk and Reward of the Transfer

- (a) Until the Court Approval Date, subject always to the terms of the Transfer Scheme, all the risk and reward of the Transferring Policies will be for the account of the Company;
- (b) From and including the Court Approval Date (and only in the event that there is a Transfer Completion Date), subject always to the terms of the Transfer Scheme, all the risk and reward of the Transferring Policies will be for the account of the Transferee.

#### 2.5 Contracts

- (a) Where the Transferee expresses the desire to retain any contract of the Company, the transfer of the benefit of any contract is subject to the consent of any applicable third party being obtained (if required) by and at the cost of the Transferee. Failure to obtain any such consent will not prejudice the transfers under the Transaction Documents or affect the Consideration payable.
- (b) Notwithstanding the above, the Transferee will observe and perform all the obligations of the Company and the Officeholders under or arising out of or in connection with such contracts as it desires to retain (if so appointed in writing, as agent for the Company) and the Transferee will indemnify the Company and the Officeholders, and will keep the Company and the Officeholders fully and completely indemnified, against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever, present and future, brought against or incurred by the Company or the Officeholders in respect of or in connection with such contracts or their subject matter after the Transfer Completion Date save in the event of fraud or wilful misconduct by the Company or the Officeholders.

#### 3 CONDITIONS PRECEDENT

### 3.1 Completion subject to Conditions Precedent

The Transfer will be subject to the following conditions precedent being satisfied or, if lawful to do so, waived in accordance with Clause 3.3, to the satisfaction of the Company and Transferee:

- (a) the approval under the Transfer Scheme, including Court approval for the Transfer;
- (b) Court approval of (i) the manner in which the remaining assets and liabilities of the Company including liabilities in respect of any policy held in name of a body court or non-natural person and any other liability of the Company not otherwise subject to the Transfer Scheme are proposed to be dealt with by the Company (ii) the use of the Real Estate (after deduction of any relevant costs and expenses) to pay the Government in return for the Final GOB Support;
- (c) the issuance of bonds, notes, bills or similar securities to the Transferee in the form specified in Schedule 6 in an aggregate value of not less than the level of Final GOB Support notified to the Government pursuant to Clause 4.1(b);
- (d) waiver of taxes and duties applicable to the transfer of the Assets from the Ministry of Finance of the Government (where applicable);

- (e) any competition clearances and consents required in Barbados by the Barbados Fair Trading Commission;
- (f) the Transferee obtaining any regulatory consents and permissions required by the Transferee in order to operate the Business in Barbados, including any applicable registration requirements and any approvals from the Financial Services Commission in Barbados;
- (g) any approval of the shareholder of the Transferee (if required);
- (h) confirmation that the Transferee has the requisite authority to enter into the Transaction Documents; and
- (i) the Transaction Documents having been validly executed by all the applicable parties.

#### 3.2 Satisfaction of Conditions Precedent

- (a) The Transferee will:
  - (i) use its reasonable endeavours to satisfy or obtain the satisfaction of the Conditions Precedent as soon as reasonably practicable and, in any event, on or before the Agreed Completion Date; and
  - (ii) promptly notify the other parties in writing if it becomes aware that a Condition Precedent is unsatisfied or becomes incapable of being satisfied.
- (b) The Company will, to the extent that it is able to do so, co-operate with the Transferee to help enable it to fulfil the Conditions Precedent set out at Clause 3.1.

### 3.3 Waiver of Conditions Precedent

The Company and Transferee shall be entitled to waive at their sole discretion any of the Conditions Precedent to the extent that the Transfer may lawfully proceed without satisfaction of such Condition Precedent or Conditions Precedent as the case may be.

#### 3.4 Obligation to Restructure

The parties agree that in the event that the requirements of 3.1(c) are not satisfied by the Agreed Completion Date, each of the parties will, for a period of six (6) months from the Agreed Completion Date, negotiate in good faith to re-structure the terms of the Transfer with a view to entering into a Transfer on terms substantially similar to this Agreement which reflect the reduction or absence of Final GOB Support.

3.5 In the event that the parties, having negotiated in good faith in accordance with Clause 3.4, are unable to agree to re-structure the terms of the Transfer, either party may by written notice to the other party terminate the Transaction Documents pursuant to Clauses 18.1 and 18.2.

#### 4 GOB SUPPORT

**4.1** The parties:

- (a) agree that at the date of this Agreement, the current estimate of the level of the financial support required from the Government on the Agreed Completion Date, based on the transaction balance sheet in Schedule 4, (the "Estimate of GOB Support") is BD\$ 81,930,000.00; and
- (b) shall, on or prior to the Agreed Completion Date, use their reasonable endeavours to agree in writing, and communicate to the Government, the final level of financial support required from the Government (the "Final GOB Support"), this being the Estimate of GOB Support adjusted, as necessary, to account for any changes in Transferring Assets and Transferring Liabilities that have occurred since the Signing Date.
- 4.2 In calculating the Final GOB Support, the parties shall have regard to the Company's and the Transferee's estimates of:
  - (a) the Transferring Liabilities, and
  - (b) the Transferring Assets,

such that the value of the Transferring Assets plus the Final GOB Support (as applicable) plus the value of Consideration equals the value of the Transferring Liabilities (disregarding the value of any Policyholder Records to be transferred pursuant to the Transfer).

4.3 In the event the parties cannot agree upon the Final GOB Support, the provisions of clause 19 shall apply.

#### 5 AMENDMENTS TO POLICIES

#### 5.1 Amendments to terms of Life Policies

- (a) The Transfer Scheme shall provide that the terms of each Policy that is an Ordinary Life Policy or a Universal Life Policy shall, as of the Appointment Date, be amended to provide that:
  - (i) no such Policy shall be capable of valid surrender on or after the Appointment Date to the date falling five (5) years after the Court Approval Date (inclusive) and any purported surrender during this period shall be treated as invalid. Any purported surrender in breach of this Clause 5.1 (a)(i) shall be void and unenforceable, and the Policy shall be amended in accordance with this Clause 5.1(ii) below;
  - (ii) save as provided in Clause 5.1(b) below, the amount of Policy Loan that may be borrowed against the Cash Value or Fund Value (as appropriate) of the Policy shall be subject to the following limits:
    - (A) at any time within 1 year from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 15% of the Cash Value or Fund Value at that time;
    - (B) at any time after 1 year but within 2 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 30% of the Cash Value or Fund Value at that time;

- (C) at any time after 2 years but within 3 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 45% of the Cash Value or Fund Value at that time;
- (D) at any time after 3 years but within 4 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 60% of the Cash Value or Fund Value at that time;
- (E) at any time after 4 years but within 5 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be 75% of the Cash Value or Fund Value at that time;
- (F) after 5 years from the Court Approval Date, the maximum permitted total outstanding Policy Loan balance shall be determined in accordance with the standard terms and conditions of the relevant Transferring Policy.
- (b) Where, as at the Transfer Completion Date, the total outstanding Policy Loan balance in respect of a Policy exceeds the limit set out in Clause5.1(a)(ii), then the limit shall not apply, on the condition that no further Policy Loan may be drawn in respect of that Policy until such time as the total outstanding Policy Loan balance is less than the applicable maximum permitted balance for that date set out in the amended Policy, whereupon Policy Loans may again be borrowed, subject always to the applicable limit set out in the amended Policy.

## 5.2 Amendments to terms of Annuity Policies

The Transfer Scheme shall provide that the terms of each Policy that is an Annuity Policy shall, as of the Appointment Date, be amended as follows:

- (a) the maturity date of each Annuity Policy transferred pursuant to the Transfer that is a Registered Annuity Policy shall be amended so that each such Registered Annuity Policy shall mature on the date at which the Policyholder reaches 66 years of age;
- (b) the maturity date of each Annuity Policy transferred pursuant to the Transfer that is not a Registered Annuity Policy shall be amended so that each such Annuity Policy shall mature on the earlier of (A) the date at which the Policyholder reaches 66 years of age; and (B) ten (10) years after the Court Approval Date;
- (c) any Annuity Policy held by a Policyholder who has reached 66 years of age on or before the Court Approval Date shall be treated as having matured on the Court Approval Date;
- (d) no Transferring Policy that is an Annuity Policy may be surrendered, nor any partial or full withdrawal made, before its designated maturity date (as modified by (i) to (iii) above). Any purported surrender in breach of this Clause 5.2(d) shall be void and unenforceable, and the Policy shall be amended in accordance with this Clause 5.2;

- (e) any Annuity Rate guaranteed under the terms of the Policy shall be void and unenforceable;
- (f) for any Annuity Policy with a maturity date (as amended pursuant to this Clause 5.2) on or before the Court Approval Date, the Policyholder shall be entitled to receive the Fund Value at the amended maturity date, but shall not be entitled to receive the Regular Annuity Income benefit;
- (g) for any Annuity Policy with a maturity date (as amended pursuant to this Clause 5.2) after the Court Approval Date, the Policyholder shall be entitled to receive, at the choice of the Policyholder, either (A) the Fund Value at the amended maturity date; or (B) the Regular Annuity Income benefit calculated by applying the Transferee's current Annuity Rate prevailing at the amended maturity date;
- (h) the Credited Rate shall be amended as follows:
  - the Credited Rate shall be reduced to 0.0% from (and including) the Appointment Date to the date immediately preceding the Court Approval Date;
  - (ii) the Credited Rate shall, at all points in time following the Court Approval Date, be equal to the rate provided by the Transferee on an equivalent policy (or such Transferee policy as most closely resembles the terms of the Company's Policy) at such time; and
  - (iii) the minimum Credited Rate shall, from the Court Approval Date, be reduced to 2.0 per cent per annum.

#### 6 LAPSED POLICY OFFER

- 6.1 The Transfer Scheme shall provide, subject to the following provisions of this Clause 6, that the Company shall provide each Policyholder of a Post-Appointment Lapsed Policy that would, but for the non-payment of premiums, be a Transferring Policy, the option to settle all amounts due and payable on account of their Post-Appointment Lapsed Policy until the date falling three (3) months after the Court Approval Date (the "Lapsed Policy Offer Deadline") (the "Lapsed Policy Offer").
- 6.2 The Lapsed Policy Offer shall be notified to all Policyholders of Post-Appointment Lapsed Policies in accordance with the Communications Process set out at Schedule 3.
- 6.3 Where the amounts due and payable on account of the Post-Appointment Lapsed Policy are paid by the Lapsed Policy Offer Deadline then the Policy will not be forfeited and will become a Transferring Policy. If the Transfer of such Post-Appointment Lapsed Policies is not effective by the Agreed Completion Date or such later date as consented to by the Company, the Company shall return such amounts paid and shall have no further liability in relation to such Post-Appointment Lapsed Policy.
- The applicable provisions of Clause 5 shall apply to each Post-Appointment Lapsed Policy where the amounts due and owing thereunder have been settled in accordance with the Lapsed Policy Offer and all amendments to Policy terms, Assets and Liabilities required pursuant to Clause 5 shall be deemed to have applied as of the Appointment Date.

- The Transferee shall, for any Post-Appointment Lapsed Policies which, for whatever reason, cannot transfer under the Transfer Scheme or which cannot lawfully be modified or for which the Lapsed Policy Offer cannot be made, offer to issue a new policy to the relevant Policyholder, being such Transferring policy set out in Schedule 1 for that original Policy type. For the avoidance of doubt, the new Policy will be deemed to have the same duration from the original issue date as had been attained under the Post-Appointment Lapsed Policy. The original date of inception and duration of the Post-Appointment Lapsed Policy shall be applied to the new Policy.
- Any Post-Appointment Lapsed Policies where the amounts due and owing thereunder have not been settled prior to the Lapsed Policy Offer Deadline shall be forfeited.

### 7 DE MINIMIS POLICIES

- 7.1 The Transfer Scheme shall provide, subject to the following provisions of this Clause 7, that any Life Policy that does not have a Claim against it, has not lapsed and has a Face Value of less than BD\$5,000 shall constitute a "De Minimis Policy".
- 7.2 The Company shall, following the Transfer Completion Date, pay or return (as applicable) to each Policyholder of a De Minimis Policy:
  - (a) in respect of a Term Life Policy, BD\$500;
  - (b) in respect of an Ordinary Life Policy or a Universal Life Policy, the Cash Value or Fund Value (as applicable and taking into account any Policy Loan) of such Policy as at the Appointment Date; and
  - (c) any element of the Post-Appointment Premiums that is attributable to such De Minimis Policy;

each such payment being a "De Minimis Policy Payment Amount", provided that no payment pursuant to this Clause 7.2 shall be made where such payment would be less than BD\$10.

- 7.3 Upon receipt of the De Minimis Policy Payment Amount or, in the case of a De Minimis Policy where the De Minimis Policy Payment Amount is less than BD\$10, upon receipt of a notice of termination of the relevant De Minimis Policy from the Company, each De Minimis Policy in respect of which such De Minimis Payment Amount was made or notice received (as applicable) shall be immediately terminated.
- 7.4 Provided that the Company has paid the relevant Policyholder of a De Minimis Policy the De Minimis Policy Payment Amount or has provided such Policyholder with a termination notice (as applicable) in accordance with Clause 7.3 above, any Claim brought in respect of such De Minimis Policy shall be extinguished.

### 8 BAR DATE

- 8.1 The Transfer Scheme shall provide, subject to the following provisions of this Clause 8, that the Company shall, pursuant to the Transfer Scheme, impose a bar date (the "Bar Date"), being the date falling three (3) months after the Court Approval Date, for the notification to the Company of one or more of the following:
  - (a) any disagreement with the Company's record of the particulars of their Policy or Claim. Particulars of a Policy or Claim include, but are not limited to, the Face

Value, Fund Value, Cash Value, Periodic Premium, Regular Annuity Income and Claim amount;

- (b) Unknown Claims; and
- (c) Unknown Policies.
- 8.2 The Company shall notify Policyholders of the Bar Date in respect of (a) to (c) above (as applicable) pursuant to the terms of the Communications Process set out at Schedule 3. As part of this Communications Process, the Company will notify the Policyholders of the values held in the Company's records for the particulars of their Policy or Claim.
- 8.3 Provided that the Company has complied in all material respects with the Communications Process then, in accordance with the Transfer Scheme:
  - (a) with respect to any particulars detailed in the notification to Policyholders, the value of the particulars of a Policy or Claim at the Court Approval Date will, subject to (b) below, be deemed to be the value notified to the Policyholders in the notification and each Policyholder will relinquish any rights they may have to challenge the accuracy of the Company's record of their Policy or Claim after the Bar Date;
  - (b) all Unknown Claims brought after the Bar Date shall be permanently extinguished. For the avoidance of doubt, this Clause 8.3(b) shall apply equally to Unknown Claims arising from Policies of which the Company and/or the Transferee is at any time aware and Unknown Claims arising from Policies of which the Company and/or the Transferee is not aware; and
  - (c) all Unknown Policies that have not been notified to the Company by the Bar Date shall be terminated and any Claims in respect of those policies shall be permanently extinguished.
- 8.4 If a Policyholder notifies the Company by the Bar Date (i) that they disagree with the value of the particulars of their Policy or Claim; (ii) of the existence of an Unknown Claim; and/or (iii) of the existence of an Unknown Policy, the Judicial Manager shall review and determine the value of such particulars, Policy or Claim and, as far as laws allow, such determination shall be final;
- 8.5 Any Unknown Policy that is notified to the Company by the Bar Date and for which the Company determines that a liability remains unsatisfied or outstanding as at the Transfer Completion Date shall constitute a Transferring Policy.
- 8.6 Any Claim that is notified to the Company by the Bar Date, whether or not such Claim was previously an Unknown Claim or in respect of an Unknown Policy, shall constitute a Retained Liability for which the Company shall be liable.

### 9 POLICY LOANS

9.1 Where the terms of a Transferring Policy that is a Life Policy provide for, and the circumstances have arisen pursuant to which, a Policy Automatic Premium Loan shall have been granted by the Company to a Transferring Policyholder on or prior to the Transfer Completion Date (or any relevant subsequent transfer date), such Policy Loan shall be deemed to have been automatically granted by the Company and shall constitute a Transferring Asset.

9.2 Any Policy Regular Loan granted by the Company to a Transferring Policyholder in respect of a Transferring Policy that is a Life Policy shall constitute a Transferring Asset.

### 10 PAYMENT OF LIABILITIES

- 10.1 Notwithstanding any other provision to the contrary contained in the Transaction Documents (or otherwise), the Transferee shall not be required to make any payment to any Policyholder in respect of any Transferring Liability until 15 Business Days following the Transfer Completion Date.
- 10.2 Save where expressly provided to the contrary in this Agreement, no provision of this Agreement nor the Transfer shall impose any immediate obligation on the Judicial Manager to make any payment to a Policyholder in respect of the Retained Liabilities (or otherwise) and any Liabilities of the Company shall be settled by the Judicial Manager during the ordinary course of the Judicial Management.

#### 11 TRANSFER PROCESS

#### 11.1 Transfer of Business

The parties agree that the Business will be transferred from the Company to the Transferee in accordance with the Transfer Process.

## 11.2 Management of Transfer Process

The Judicial Manager will, in consultation with the Transferee, manage the Transfer Process including seeking the Court's sanction of the Transfer Scheme.

## 12 IMPLEMENTATION OF THE TRANSFER PROCESS

#### 12.1 Generally

The Judicial Manager and the Transferee shall use their reasonable endeavours to implement the Transaction Documents (including the Transfer Scheme and the Transfer Process) as soon as reasonably possible, including:

- (a) save as required by applicable law or regulation to keep any such information confidential, by providing all such information and documents available to them as may be required by any regulatory body; and
- (b) by complying with the obligations at Clause 3.2 in relation to Conditions Precedent,

and the Judicial Manager and the Transferee shall provide such co-operation to each other as they are able to give in order to assist each other with the implementation of the Transaction Documents under this Clause 12.1.

### 12.2 Target Deadlines

(a) Without prejudice to the generality of the foregoing, the Judicial Manager and the Transferee agree to use their reasonable endeavours to procure that in relation to the Transfer Process all target deadlines outlined therein are met.

(b) The Judicial Manager and the Transferee shall provide such co-operation as they are able to give in order to assist each other with the fulfilment of their obligations under this Clause 12.2.

### 12.3 Updating of policy records or data

The undertaking at Clauses 12.1 and 12.2 above will not be interpreted as requiring the Company to bear the costs of updating or organising policy records or data in preparation for the transfer of the Business. Any such costs will be borne by the Transferee.

#### 13 COMMUNICATIONS PROCESS

The Transferee and the Officeholders shall follow the Communications Process set out at Schedule 3.

#### 14 ADMINISTRATION SERVICES

#### 14.1 Administration services pre Transfer Completion Date

Prior to the Transfer Completion Date, the Company will perform or will use its reasonable endeavours to procure that the Service Provider (if any) will continue to perform, the administration services with respect to the Business.

### 14.2 Relinquishment of role by Service Provider

On the Transfer Completion Date, the Company will, subject to any directions obtained from the Court to the extent that it is able to do so, use its reasonable endeavours to ensure that the Service Provider relinquishes its role as provider of the administration services in respect of the Business, subject to any on-going services agreement with the Transferee.

### 14.3 Policyholder Records and Data

- (a) Save for any accounting, financial and other records of the Company which it is required by law to retain including VAT records, the Policyholder Records will be transferred to the Transferee as part of the Transfer.
- (b) The Company shall at its own cost provide the Transferee with the most up-todate records of the Policyholders which are within its control as at the date of this Agreement.
- (c) The Transferee shall bear the costs and expenses reasonably incurred in converting the record of the Policyholders into a format compatible with the Transferee's record keeping system requirements.

#### (d) The Transferee will:

- (i) take physical possession of the Policyholder Records within two weeks after the Transfer Completion Date; and
- (ii) for such minimum period as may be required by either the Transferee or the Company in order to comply with any applicable law or regulation plus an additional 12 months, retain them in safe custody at the premises of the Transferee.

- (e) If, subject to the record retention requirements generally applicable to those records being met, the Transferee intends to dispose of the Policyholder Records after the expiry of the aforesaid period and before the Company's dissolution, it will give not less than ten clear Business Days' notice to the Company of such intention, and permit the Officeholders to collect the Policyholder Records from the premises of the Transferee.
- (f) Following the Company's dissolution, and subject to the record retention requirements generally applicable to those records being met, the Transferee will be at liberty to dispose of the Policyholder Records as it sees fit without notice to the Officeholders.

## 14.4 Access and assistance after the Transfer Completion Date

- (a) The Transferee will allow the Company and the Officeholders and its or their staff, agents and licensees, on the Company giving written notice giving 24 hours to the Transferee, free of charge for the purposes of conducting the affairs of the judicial management, judicial administration or any other similar restructuring or insolvency process of the Company, for a period of 18 months from the Transfer Completion Date, reasonable access to:
  - relevant information related to the Business or any part of it (including the reasonable use of an office and office facilities, telephones, and employees);
- (b) At any time, whenever requested by the Company, the Transferee will provide to the Company free of charge:
  - a printout of any information which relates to the Business prior to the Transfer Completion Date and which is contained on computer tapes or disks or any other such electronic medium in the possession or control of the Transferee;
  - (ii) a duplicate set of such tapes or disks; and/or
  - (iii) access to any computer on any premises used by the Transferee for carrying on the Business or any part of it for the purpose of examining such tapes or disks.
- (c) Without prejudice to the obligations of the Transferee under this Clause 14.4 and any rights of the Officeholders by operation of law, the Transferee shall provide such information, documents and assistance as the Officeholders may reasonably require in connection with the Business transferred to the Transferee so as to facilitate the Officeholder's conduct of the judicial management, judicial administration or any other similar restructuring or insolvency process of the Company.

### 15 UNDERTAKINGS

### 15.1 Undertakings to be given by Transferee

The Transferee gives the following undertakings as to the conduct of its business prior to the Transfer Completion Date (which may be waived by the Company, such waiver not to be unreasonably withheld or delayed):

- (a) the Transferee will comply in all material respects with all applicable laws and regulations and will maintain all necessary licences, permits and authorisations required in order for it to carry on its business;
- (b) save as required by applicable law or regulation and subject to the Company agreeing (on reasonable terms) to keep any such information confidential, the Transferee will promptly notify the Company of, and provide copies of, suitably redacted material communications with regulators relating to the Business and the proposed Transfer;
- (c) the Transferee will not take any step that is reasonably likely to have a material adverse effect on the implementation of the transfer of the Business pursuant to the Transfer Scheme either individually or when taken with any other step;
- (d) prior to the completion of the transfer, the Transferee will have no communications with the Transferring Policyholders, except as agreed by the Company or outlined in the Communication Process hereunder;
- (e) the Transferee will operate its business in the ordinary and usual course between the Signing Date and the Transfer Completion Date;
- (f) the Transferee shall notify the Company of any breaches, events of default and any other facts preventing performance of its obligations under the Transaction Documents;
- (g) save as required by applicable law or regulation and subject to the Company agreeing (on reasonable terms) to keep any such information confidential, the Transferee will promptly notify the Company of any material investigation by any regulator into its affairs which would be likely to cause a prudent insurer in the position of the Company to decide that it would not be appropriate for the Company to continue to take steps to implement a transfer of the Business to the Transferee; and
- (h) save with the prior permission in writing of the Company, such consent not to be unreasonably withheld, the Transferee shall not actively entice, solicit or procure any employees to leave the employment of the Company, or make any attempt to do so during the Employee Restriction Period.

#### 16 WARRANTIES

#### 16.1 General Representations and Warranties

Each party represents and warrants in respect of itself to each of the other parties that:

- subject to Court approval, the execution and delivery of this Agreement has been properly authorised by all necessary corporate or governmental action (as relevant);
- (b) subject to Court approval, it has full power and lawful authority to execute and deliver this Agreement and to perform or cause to be performed its obligations under this Agreement; and

(c) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms by appropriate legal remedies, except for the Company which is subject to the rules affecting its judicial management.

## 16.2 Representations and Warranties of the Transferee

The Transferee represents and warrants as follows:

- (a) it is a company validly existing under the laws of Barbados with the requisite power and authority to enter into and perform, and has taken all necessary corporate action to authorise the execution and performance of, its obligations under the Transaction Documents;
- (b) it is complying with all relevant laws and regulations in Barbados and with the directions of any applicable regulatory authority and has hitherto operated its business in all material respects in accordance with all applicable laws and regulations;
- (c) it has all the requisite corporate power and authority and is properly authorised to execute and deliver the Transaction Documents to which it is a party and to perform all obligations to be performed by it and to consummate the transactions contemplated under the Transaction Documents;
- (d) it is able, consistent with the rules and practices applicable to its current life assurance business, to ensure the fair treatment of the Policyholders and to comply with the Transaction Documents;
- (e) the Transaction Documents constitute valid and binding obligations of the Transferee enforceable, subject to general principles of equity and creditors' rights generally and of any insolvency laws generally applicable to it, against it in accordance with their terms;
- (f) the execution and delivery of, and the performance by the Transferee of its obligations and exercise of its rights under, the Transaction Documents will not:
  - result in a breach of any provision of the memorandum or articles of association of the Transferee;
  - (ii) result in a breach of, or constitute a default under, any instrument or agreement to which the Transferee is a party;
  - (iii) result in a breach of any order, judgment, permit, consent, direction or decree of any court or governmental agency by which the Transferee is bound;
  - violate or conflict with, in any material respect, any law applicable to the Transferee or by which any of its properties, assets or business is bound or subject; or
  - (v) require the consent of its members or of any other person where such consent has not been duly obtained prior to entering into this Agreement and any other Transaction Document;

- (g) for all material purposes, all licences, consents and other permissions and approvals required for the carrying on of the Business by the Transferee as now carried on in the places and in the manner in which it is now carried on by the Company (together the "Transferee Approvals") are in full force and effect and, as far as the Transferee is aware, the Transferee has not received any written notice that any of the Transferee Approvals will be terminated or varied;
- (h) there are no material investigations, disciplinary proceedings by any regulatory authority or dispute referred to any ombudsman in progress in connection with the business of the Transferee, and the Transferee is not aware that any such investigations or disciplinary proceedings are being contemplated;
- no administrator, receiver, administrative receiver, liquidator, judicial manager, judicial administrator or officeholder of similar standing has been appointed in relation to the Transferee or all or substantially all of its assets;
- (j) it is not insolvent or otherwise unable to pay its debts and will not become insolvent or otherwise unable to pay its debts in consequence of its entering into or doing any act or thing contemplated or permitted or required to be done by it under any of the Transaction Documents;
- (k) it is not a claimant or defendant in or otherwise a party to any litigation, mediation, arbitration or administrative proceedings which have the capacity materially to affect its ability to comply with any Transaction Document or to implement the Transfer Scheme nor, so far as the Transferee is aware, has any such litigation or proceedings been threatened by notice in writing served on the Transferee; and
- the Transferee acknowledges and agrees that it (a) has made its own inquiry and (l) investigation into, and based thereon, has formed an independent judgment concerning the Company, its affiliates, the Business and the transactions contemplated by this Agreement and the ancillary agreements, the assumed liabilities and any other rights or obligations to be transferred hereunder or pursuant hereto, and (b) has been furnished with, or given adequate access to, such information about the Company, its affiliates, Business and the transactions contemplated by this Agreement and the ancillary agreements, the assumed liabilities and any other rights or obligations to be transferred hereunder or pursuant hereto, as it has requested. The Transferee further acknowledges and agrees that (i) the only representations, warranties, covenants and agreements made by the Company, its affiliates or any other person are the representations, warranties, covenants agreements made in this Agreement and the Transferee has not relied upon any other representations made by or on behalf of the Company or by any of its affiliates or any other person and that the Transferee will not have any right or remedy arising out of any such representation and (ii) any claims that the Transferee may have for breach of any representation or warranty shall be based solely on the representations and warranties of the Company set forth herein.

### 16.3 Representations and Warranties by the Company

The Transferee acknowledges that, while the Company has provided certain information to the Transferee for the purpose of considering the Transfer, the Company and the Officeholders do not provide any warranty or representation save that the information is

believed to be the best available information within their control, and will not accept any liability with respect to the accuracy, relevance or completeness of the information.

### 17 INDEMNITIES

#### 17.1 General

- The Transferee shall, with effect from the Transfer Completion Date, indemnify (a) the Company and the Officeholders against any and all and keep them fully and completely indemnified against all actions, proceedings, claims, demands, costs, expenses, damages, penalties and liabilities whatsoever, present and future, brought against or incurred by the Company and the Officeholders in respect of or in connection with the Transferring Liabilities or otherwise arising in respect of the Business save and except with respect to instances of fraud and or wilful misconduct on the part of the Company and/or the Officeholders occurring prior to the Transfer Completion Date. For the avoidance of doubt, it is understood and agreed between the Parties hereto that any indemnity provided by the Transferee hereunder shall not provide, and shall not be construed as providing, the Company, the Judicial Manager or the Officeholders any indemnity where the actions of the Company or Judicial Manager or Officeholders fall outside the protections that are afforded to a Judicial Manager under section 63 of the Insurance Act.
- (b) In the event that the Company or any of the Officeholders reasonably anticipates that any amount falls to be paid in respect of which it is indemnified by the Transferee under Clause 17.1(a) above the Transferee shall provide the Company with such monies as may reasonably be requested by the Company, the Judicial Manager or the Officeholder as the case may be on account in advance of any amount becoming so payable.

### 17.2 Litigation

- (a) All proceedings issued or served in relation to the Business in respect of which the Company is plaintiff, claimant or applicant, and all causes of action or potential causes of action of the Company in relation to the Business, arising from acts or omissions in relation to the Business which occur on or before the Transfer Completion Date (including any claims in respect of such matters brought after the Transfer Completion Date), will not be transferred to the Transferee and will remain the responsibility and ownership of the Company.
- (b) The Transferee shall be liable for any litigation and proceedings that it issues or serves in relation to the Business in respect of which the Transferee is plaintiff, claimant or applicant arising from acts or omissions in relation to the Business which occur after the Transfer Completion Date.
- (c) Except in the case of fraud and or wilful misconduct, the Transferee shall indemnify the Company and the Officeholders and keep them fully and completely indemnified against any claims or proceedings brought by any third party against the Company and/or the Officeholders arising from the Business, including any such claims or proceedings which arise from acts or omissions in relation to the Business which occur on or after the Transfer Completion Date. For the avoidance of doubt, it is understood and agreed between the Parties hereto that any indemnity provided by the Transferee hereunder, shall not provide, and shall not be construed as providing, the Company or the

Officeholders any indemnity where the actions of the Company or Judicial Manager or Officeholders fall outside the protections that are afforded to a Judicial Manager under section 63 of the Insurance Act.

### 17.3 Intellectual Property

The Transferee shall indemnify the Company and the Officeholders and keep them fully and completely indemnified against any present or future claims or proceedings brought by any third party against the Company and/or the Officeholders arising from the breach by the Transferee of any third party licenses or other violation of intellectual property rights committed by the Transferee.

#### 17.4 Counterclaims

Where any cause of action which is transferred to the Transferee would form the basis of a counterclaim by the Company in respect of any proceedings at any time brought against the Company, the Transferee shall take such actions and execute all such documents as the Company may reasonably request to enable the Company to benefit from such counterclaim.

#### 18 TERMINATION

### 18.1 Termination by the Company

The Transaction Documents may be terminated by the Company at any time by notice in writing to the Transferee if, and only if:

- (a) it is entitled to terminate the Transaction Documents pursuant to Clause 3.5;
- (b) the Court does not, within six (6) months of the Agreed Completion Date, give its approval to the Transfer Scheme;
- (c) it becomes unlawful for the Company or the Transferee to perform all or any material part of any Transaction Document;
- (d) any step is taken or procedure is commenced with a view to:
  - (i) the winding up or reorganisation of the Transferee;
  - the appointment of an administrator, receiver, administrative receiver, liquidator, judicial manager, judicial administrator or officeholder of similar standing in relation to the Transferee or all or substantially all of its assets; or
  - (iii) the holder of any security over all or substantially all of the assets of the Transferee takes any steps to enforce that security or all or substantially all of the assets of the Transferee are subject to attachment, sequestration, execution or any similar process;
- (e) the Transferee is unable to pay its debts as they fall due within the meaning of the Bankruptcy and Insolvency Act Cap. 303 of the Laws of Barbados;
- (f) anything analogous to the matters set out in Clauses 18.1(b) and (c) above occurs in respect of the Transferee in any jurisdiction;

- (g) the Transferee does not or ceases to hold in whole or in part any permission, approval, registration, consent or licence which it requires to perform its material obligations under any Transaction Document or to conduct the Business after the Transfer Completion Date and fails to obtain or restore such permission, approval, registration, consent or licence within 30 days of notice in writing from the Company requiring it to do so; or
- (h) any change in tax law or practice introduced after the Signing Date has or is reasonably likely to have a material adverse effect on the position of the Company or its policyholders under the Transaction Documents or any benefit intended to be conferred on its policyholders thereunder.

## 18.2 Termination by the Transferee

The Transaction Documents may be terminated by the Transferee at any time by notice in writing to the Company if, and only if:

- (a) it is entitled to terminate the Transaction Documents pursuant to Clause 3.5;
- (b) the Court does not, within six (6) months of the Agreed Completion Date, give its approval to the Transfer Scheme; or
- (c) it becomes unlawful for the Company or the Transferee to perform all or any material part of any Transaction Document.

### 18.3 Consequences of Termination

If the Transaction Documents are terminated without the Transfer Scheme being implemented:

- (a) no party will thereafter have any claim whatsoever against any other party under the Transaction Documents except in respect of accrued rights and obligations arising from any breach of any of the Transaction Documents made prior to the termination of the Transfer Scheme;
- (b) the Company and the Transferee will each return to the other all Confidential Information and documents received in connection therewith;
- (c) the Transferee undertakes that it will not use any information or data provided to or received by it in relation to the transfer (including any such information and data provided to the Transferee through the Data Room) for the purposes of conducting any marketing or advertising to, or solicitation of, any policyholders of the Transferring Policies; and
- (d) the Transferee undertakes that it will not (except with the prior written consent of the Company), for a period of 12 months after the Transfer Completion Date, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the Company any policyholders of the Transferring Policies other than by means of a national advertising campaign open to all comers and not specifically targeted at any one or more of the policyholders of the Transferring Policies.

#### 19 DISPUTE RESOLUTION

#### 19.1 Negotiation in good faith

Where any matter which falls to be resolved under this part (being the determination of the level of Final GOB Support) arises, the Company and the Transferee will promptly endeavour to negotiate in good faith to attempt to resolve such Dispute.

### 19.2 Appointment of Expert

If the Dispute referenced in Clause 4.3 has not been agreed or settled within 15 Business Days of the date that the Dispute was identified, then the Dispute shall be referred in writing to an independent expert jointly appointed by the Company and the Transferee for resolution (the "Expert") in accordance with Schedule 5 following which:

- (a) the Expert shall have regard to the Estimate of GOB Support agreed by both parties at the Signing Date and any changes in Transferring Assets and Transferring Liabilities that have occurred since the Signing Date;
- (b) the parties shall have the right to make representations to the Expert;
- (c) the Transferee and the Company shall each, using its reasonable endeavours to the extent that it is able, upon any request by the Expert, provide the Expert with such information as is within its possession or control and reasonably required by the Expert, save if to do so would breach any law, regulation or contractual regulation to which it is subject;
- (d) the Expert shall use its best efforts to deliver a final decision to resolve the Dispute within 20 Business Days of the date of his appointment, such time limit to be extended by the Expert within his or her absolute discretion; and
- (e) the decision of the Expert shall determine the matter in Dispute, such decision being final and binding on the parties.

### 19.3 Costs of a dispute

- (a) Where a Dispute falling to be resolved under Clause 4.3 arises, the Transferee shall bear the fees, costs and expenses incurred or to be incurred in resolving the Dispute, including but not limited to any fees, costs and expenses of an Expert.
- (b) Where an Expert has been appointed pursuant to Clause 19.2, the Transferee shall pay the fees, costs and expenses of the Expert.

### 20 MISCELLANEOUS

#### 20.1 Announcements

No announcement concerning the transaction contemplated by the Transaction Documents or any ancillary matter will be made by either the Company or the Transferee without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

Any party may, after notice to the other parties, make an announcement concerning the transaction contemplated by the Transaction Documents or any ancillary matter if required:

- (a) by law;
- (b) by any regulatory authority to which that party is subject or submits, wherever situated, whether or not the requirement has the force of law;
- (c) by any court of competent jurisdiction; or
- (d) in the case of the Company (or for the avoidance of doubt any of the Officeholders), to the extent necessary in order to communicate with the Company's creditors or any court in the course of the Company Judicial Management.

## 20.2 Costs and expenses

- (a) The following costs and expenses shall be deducted from the Transferring Assets prior to their transfer:
  - (i) the Company's fees, costs and expenses reasonably incurred and expected to be incurred for the negotiation and execution of the Transaction Documents including:
    - (A) payment of the fees reasonably incurred in obtaining actuarial advice for the purpose of the Agreement;
    - (B) payment of fees reasonably incurred and expected to be incurred in connection with any court applications seeking leave to give effect to the terms of this Agreement; and
    - (C) payment of fees, costs and expenses reasonably incurred in giving effect to the terms of this Agreement.
  - (ii) the Company's fees, costs and expenses reasonably incurred and expected to be incurred in administrating the Policies prior to and including the Transfer Completion Date;
  - (iii) the Company's reasonably projected fees costs and expenses incurred and expected to be incurred in order to complete the Judicial Management of the Company and any other subsequent steps by the Judicial Manager or any subsequent Officeholder as Ordered by the Court of Barbados including but not limited to the potential winding up of the Company by a Court-appointed liquidator or otherwise;

- (iv) any taxes, imposts, levies or duties that may become payable as a result of the Transfer.
- (b) The Transferee shall pay the following costs and expenses:
  - (i) the Transferee's fees, costs and expenses reasonably incurred and expected to be incurred for the negotiation and execution of the Transaction Documents;
  - (ii) the Transferee's fees, costs and expenses reasonably incurred and expected to be incurred in administrating the Transferring Policies subsequent to the Transfer Completion Date;
  - (iii) all legal costs reasonably incurred and expected to be incurred by the Transferee and the Company for negotiation and execution of the Transaction Documents.
- (c) For the avoidance of doubt, the Transferee shall not be liable for costs or expenses that ought reasonably to be regarded as the proper costs or expenses of the judicial management of the Company.
- (d) For the avoidance of doubt, in the event that the Transferee terminates the Transaction Documents pursuant to Clause 18.2, the Transferee shall not be liable for the Company's fees, costs and expenses set out in this Clause 20.2.
- (e) Insofar as any fees, costs and expenses incurred or to be incurred by the Company or the Officeholders under this Agreement are expressed to be at the costs of or payable by the Transferee, the Transferee shall:
  - pay the Company or Officeholder (as applicable) in advance such sum as the Company or Officeholder (as applicable) may require on account of such costs; and
  - (ii) promptly reimburse the Company and the Officeholders (as applicable) for all fees, costs and expenses incurred or to be incurred by them.

### 20.3 Exclusion of Officeholders' personal liability

- (a) Subject to Clause 20.3(e) the Officeholders act as agents of the Company for all purposes and accordingly neither the Officeholders nor any of their agents, employees, firms, partners, directors members, advisers or representatives will incur any personal liability whatsoever under the Transaction Documents or under any deed, instrument or document entered into under or in connection with them or in relation to any related matter or claim in any jurisdiction or forum.
- (b) For the purpose of any acknowledgements or agreements as to, or provisions of, exclusion of liability or indemnity in favour of the Officeholders in this Agreement, references to the Officeholders where the context so permits shall mean and include their present and future firm or firms, partners, directors and employees, and any legal entity or partnership, any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership.

- (c) The Officeholders have joined in as parties to this Agreement solely for the purpose of obtaining the benefit of the provisions of this Clause 20.3 (Exclusion of Officeholders' personal liability) and any other provisions of this Agreement (including, but not limited to, clause 20.4 (No warranty)) in their favour.
- (d) Without prejudice to Clause 20.3(a) of this Agreement, the Officeholders shall not be liable on any deed or document executed with a view to, or for the purpose of, giving effect to this Agreement whether or not that deed or document so provides in its terms and the Officeholders shall be entitled at any time to have any such deed or document amended so as to exclude personal liability in the terms of Clause 20.3(a) of this Agreement.
- (e) This Clause 20.3 will not apply to any fraud and or wilful misconduct of the Officeholders, or any individual Officeholder, or their agents, employees, firms, partners, directors, members, advisers or representatives or to any actions of the Officeholders which fall outside the protections afforded to a Judicial Manager under section 63 of the Insurance Act.

## 20.4 No warranty

- (a) The Transferee acknowledges that it has not entered into this Agreement (or any other of the Transaction Documents on the basis of and does not rely, and has not relied, upon any statement, representation or warranty (in any case whether oral or written) made or given by the Company, any of the Officeholders or by any of their employees, advisers or agents or by any other person (whether a party to the Transaction Documents or not) except for the representations and the warranties provided herein.
- (b) The interest in the Transferring Assets which the Company sells and the Transferee buys is such right, title and interest as the Company may have at the Transfer Completion Date and references to the Transferring Assets shall mean such right, title and interest.
- (c) The Transferring Assets are sold in their present state, condition and whereabouts and subject to all faults and to any extant lien, distraint, execution or detention, or claims or licences of third parties over them or in respect of their use (the cost of discharging or compromising any or all of which shall be for the account of the Transferee). Neither the Company nor any of its Officeholders shall be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in the Transferring Assets.
- (d) The Transferee's only remedy in respect of the subject matter of this Agreement shall be a claim for breach of contract under this Agreement (unless fraud and or wilful misconduct on the part of the Company or the Officeholders shall be established).
- (e) Any claim against the Company and/or against any of its Officeholders, or any of them or their firms or their partners, employees, agents, advisers or representatives shall, in any event and in addition to the exclusions of liability contained in this Agreement, be irrevocably waived unless made in writing by notice to the Officeholders not later than 12 months after the Transfer Completion Date.

- (f) The Transferee acknowledges that it has satisfied itself, or has had the opportunity of satisfying itself, as to the accuracy of the Schedules to this Agreement and will not be entitled to make any claim against the Company if any of the items referred to in such Schedules are found to be missing or incorrectly described, whether in terms of quantity, quality, physical appearance or otherwise.
- (g) It is agreed by the Transferee that the terms and conditions of this Agreement and the exclusions contained in it are fair and reasonable in the context of a sale of the assets and transfer of liabilities of a company in judicial management.

#### 20.5 Notices

Unless otherwise specified or implied elsewhere in this Agreement, all notices, requests, consents and other documents authorized or required to be given by or under this Agreement must be in writing and either personally served or sent by facsimile transmission addressed as follows:

### If to the Company

British-American Insurance Company (Barbados) Limited

Address:

c/o KPMG Transactions and Restructuring Limited ("KPMG")

Hastings, Christ Church, Barbados BB15154

Attention:

Lisa Ann Taylor and Michael Alister Edghill

Fax:

(246) 427-7123

### If to the Transferee

Sagicor Life Inc.

Address:

Cecil F de Caires Building, Wildey, St. Michael, Barbados BB15096

Attention:

Dr. Downes-Grant, President and CEO

Fax:

(246) 426- 7907

Notices, requests, consents and other documents (Notices) will, unless the contrary is proved, be deemed served or given:

- (a) if personally served by being left at the address of the party to whom the Notice is given between the hours of 8.00am to 4.00pm on any Business Day ("business hours"), at the time the Notice is so served, or otherwise when business hours next commence; or
- (b) if transmitted by fax, upon receipt of a successful transmission report or, if a successful transmission report is received outside of business hours, then when business hours next commence.

A party may change its address for receipt of Notices at any time by giving written notice of such change to the other parties.

### 20.6 Effect of Agreement

This Agreement and the Transaction Documents:

- (a) contain the entire agreement between the parties and no earlier representation or agreement, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement; and
- (b) unless this Agreement expressly provides to the contrary, shall not be changed in any way except with the written agreement of the parties.

### 20.7 Assignment

The Transferee must not assign or permit a third party to obtain the benefit of its rights and interests under this Agreement except with the prior written consent of the Company.

#### 20.8 Survival

The following provisions of this Agreement will survive any termination under Clause 18:

- (a) Clause 16.2(1) (Representations and Warranties of the Transferee);
- (b) Clause 16.3 (Representations and Warranties by the Company);
- (c) Clause 18 (Termination); and
- (d) Clause 20 (Miscellaneous) as the context requires.

## 20.9 Waiver

No waiver by any party of any breach of any of the terms and conditions contained in this Agreement will be effective unless given in writing and no waiver will be construed as a waiver of any subsequent breach of the same or any other terms or conditions of this Agreement.

#### 20.10 Currency

Unless otherwise stated, currencies referred to in this Agreement, and any amounts reportable, refer to Barbados dollars.

### 20.11 Governing Law

This Agreement is governed by and construed in accordance with the laws in force in Barbados. Each party hereby agrees to submit to the jurisdiction of the courts of Barbados.

#### 20.12 Variation

The terms and conditions of this Agreement shall not be varied except by agreement in writing.

### 20.13 Further Obligations

- (a) A party shall do everything necessary or desirable to enable each other party to observe and perform its covenants and obligations under this Agreement.
- (b) This Agreement shall continue to apply notwithstanding the termination of the appointment of any the Officeholders, any one or more of the Officeholders' vacation of or removal from office or any liquidation of the Company.
- (c) Any one of the Officeholders shall be entitled to enforce the terms of this Agreement which benefit them personally accordingly (and in such circumstances, such reference to Officeholders in this Agreement being construed as meaning them as beneficiaries of this Agreement and not being dependent on their continuing to hold office).
- (d) This Agreement shall enure for the benefit of the Officeholders and any subsequent liquidator (or any officeholder of a similar standing) appointed in respect of the Company (a "Liquidator"). In the event that a Liquidator is appointed (by a court, resolution or statute) to the Company, references to Officeholders and Judicial Management in this Agreement shall be construed as meaning the Liquidator and liquidation respectively as the context requires and without excluding any rights of the Officeholders under this Agreement.

#### 20.14 No Merger

None of the terms of this Agreement, or anything done under or by virtue of this Agreement or any other agreement, instrument or document, or judgment or order of any court or judicial proceeding, will operate as a merger of any of the rights and remedies of the parties under this Agreement, and those rights and remedies will at all times continue in force.

#### 20.15 Invalidity

If:

- (a) any interpretation of a provision of this Agreement would make such provision void, voidable, unenforceable or illegal; but
- (b) such provision is capable of another interpretation that would not render it void, voidable, unenforceable or illegal and would not alter the intention of the parties or create ambiguity,

then such provision will be interpreted to the latter effect.

#### 20.16 Severance of provisions

If, notwithstanding Clause 20.15, a provision of this Agreement, but for this Clause, would be void, voidable, unenforceable or illegal:

- if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed,

and the remainder of this Agreement will be of full force and effect.

### 20.17 Binding Agreement

This Agreement will be binding upon, and inure to the benefit of the parties and, unless repugnant to the sense of context, to their respective administrators, successors and permitted agents and assigns.

### 20.18 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one Agreement.

### 20.19 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on their behalf) has made any representation or other inducement to it to enter into this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party.

Patricia Downes-Grant

ANDREW C. GREAVES Actorney-ar-Law 1094 Kingsland Heights Christ Church Barbados, W.L.

ALTHEA C. HAZZARD

**EXECUTED** for and on behalf of the parties by their duly authorized representatives:

Signed, sealed and delivered for and on behalf of British-American Insurance Company (Barbados) Limited (in judicial management) as its agent without personal liability pursuant to powers conferred by the Insurance Act in the presence of:	
Signature of witness  COLIN WILLON  Name of Witness	ISA A Jaylor Signature LISA TAYLOR
Accountant Occupation	Name Signature  Muchael Hybell Name
Signed for and on behalf of Sagicor Life Inc. acting through Dr. Patricia Downes-Grant, Director and Althea C. Hazzard, Secretary in the presence of:	)
Signature of winness	Signature
ANDREW C. GREAVES NanAttorneyeat-Law 1094 Kingsland Heights Christ Church Barbados, W.I.	Patricia Downes-Grant Name
Address  Occupation	Signature
Соприноп	ALTHEA C. HAZZARD Name

Signed for and on behalf of KPMG Transactions	)
and Restructuring Limited acting through Ms.	í
Lisa Taylor, Chartered Accountant and Partner of	ì
KPMG and Mr. Michael Alister Edghill,	, )
Chartered Accountant and Partner of KPMG as	) )
the Judicial Manager in the presence of:	)
the stational manager in the presence of.	)
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Signature of witness	
organical or whitess	XIS. A. 10
L	Simon day
COLLU WILLON	Signature
Name of Witness	
Name of witness	LISA TAYLOR
KOMA G. HANNAG	Name
Address	Marca
Address	1 hr all
According	Signature
Occupation	M D D 81008
Occupation	what the
	Namo

## SCHEDULE 1 POLICIES

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#### Term Life policy - contract numbers

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## Term Life policy - contract numbers

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		BBR100600193	BBR100617836			
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### Universal Life policy - contract numbers

BBR100603218	BBR100614359	BBR100602086	BBR100618124	BBR100601308	BBR100608707	BBR100608300
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BBR100608149	BBR100603815	BBR100605647	BBR100603282	BBR100621870	BBR100607402	BBR100615636
BBR100608068	BBR100618533	BBR100615488	BBR100606266	BBR100604750	BBR100615788	BBR100619299

### Universal Life policy - contract numbers

BBR100612317	BBR100616585	BBR100618592	BBR100617162	BBR100614001	BBR100605109	BBR100600846
BBR100614617	BBR100609738	BBR100606184	BBR100608812	BBR100600016	BBR100609301	BBR100602634
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BBR100614472	BBR100618230	BBR100606523	BBR100607756	BBR100607434	BBR100602910	BBR100605685
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### Universal Life policy - contract numbers

BBR100606034	BBR100603189	BBR100621460	BBR100600862	BBR100604299	BBR100618192	BBR100607533
BBR100617312	BBR100600212	BBR100619938	BBR100608828	BBR100609621	BBR100605091	BBR100606182
BBR100600693	BBR100600752	BBR100602196	BBR100618998	BBR100600471	BBR100617311	BBR100612524
BBR100600445	BBR100605049	BBR100600035	BBR100601028	BBR100600841	BBR100606616	BBR100601641
BBR100615709	BBR100600834	BBR100604447	BBR100600982	BBR100600698	BBR100601329	

### Anchor Life policy - contract numbers

20211	20116	20281	30336	30183	30156	30099
20335	20125	20285	30337	30295	30176	30100
20260	20183	20295	30427	30297	30322	30107
20328	20186	20299	30555	30357	30640	30172
20012	20201	20309	30602	30184	30641	30233
20018	20206	20315	30622	30306	30671	30234
20019	20223	20370	30645	30540	30366	30261
20034	20233	30131	30663	30198	30464	30352
20044	20235	30293	30666	30484	30494	30435
20045	20240	30190	30745	30543	30630	30726
20053	20243	30208	30752	30231	30675	30730
20054	20250	30237	10063	30349	30461	30742
20055	20262	30238	30024	30392	30651	30756
20076	20264	30245	30028	30450	30712	30757
20085	20265	30266	30111	30451	10030	10096
20086	20268	30276	30127	30066	10085	30073
20089	20270	30299	30130			

### SCHEDULE 2 TRANSFER PROCESS

The following timeline provides an indication of the required approvals and likely timescales involved in implementing the Transfer Process following the signing of this Agreement. It is currently expected that this will take approximately 11 months. This timeline is subject to change following further legal review and consultation with the Financial Services Commission and upon further directions/instructions being given by the Court.

### 1. Preparation of Officeholders' Final Report

Months 1-3

### **Final Report**

Officeholders compile the Transfer Scheme and final report recommending the Transfer be sanctioned by the Court

Officeholders' final report filed with Transfer Scheme and copy of this Agreement appended

### 2. Notification of Policyholders

Months 3-4

Court hearing for directions on proposed method(s) of notifying Policyholders

Court sets date for sanction hearing

Policyholders notified of forthcoming application to sanction the Transfer Scheme and Agreement

Policyholders given ability to access Officeholders' final report, Transfer Scheme and this Agreement

### 3. Court Sanction of the Transfer Scheme and Agreement

*Months 4 - 5\** 

Officeholders file application for Court's sanction of the Transfer Scheme and Agreement

Court sanction hearing

Court grants order giving effect to the Transfer Scheme and this Agreement

\*This particular timeframe will be difficult to predict with any certainty until the relevant parties who intend to be heard at the sanction hearing are known and their intended objections are discerned.

3 month Communication Process for Bar Date and Lapsed Policy Offer Deadline

Any further ancillary documents to the Transfer Process executed by parties

### 4. Bar Date and Lapsed Policy Offer Deadline

Months 7-8

Bar Date, after which all Unknown Claims and Unknown Policies become extinguished, and incorrect Policy or Claim details cannot be amended

Deadline for Policyholders of Post-Appointment Lapsed Policies to accept the Lapsed Policy Offer

### 5. Transfer Completion Date

**Months 10-11** 

Amended Policies legal transfer to Sagicor

Final GOB Support agreed by the Company and the Transferee and communicated to the Government

GOB bonds or securities issued to the Transferee

### 6. Company settles Liabilities in respect of De Minimis Policies and Claims

Company pays De Minimis Policies

Company pays Claims on Policies

### 7. Post-Transfer Communication Process

Company communicates details of Transfer to Policyholders

Transferee writes to each Policyholder asking them to meet with a Transferee representative to receive revised policy documentation (if necessary) and asking the Policyholder to complete any outstanding KYC under the Insurance Act

# SCHEDULE 3 COMMUNICATION PROCESS

The following communication process provides an indication of the required communication phases. This is subject to change following further legal review and consultation with the Financial Services Commission and upon further directions/instructions being given by the Court.

As part of the transfer process, a number of communication steps are undertaken to advise policyholders of the details of their new policies, as well as any actions they are required to take. These are outlined below:

### Phase 1: As soon as practicable following the Court Approval Date

The Company will send a letter to each known Policyholder for which an address is held in the Company's records:

- Confirming the Court's approval of the Transfer Scheme.
- Stating the Policy or Claim details held in the Company's records.
- Notifying the Bar Date and Lapsed Policy Offer.

The Company will also undertake an advertising campaign at this time to reach any other unknown Policyholders and/or claimants.

### Phase 2: As soon as practicable following the Transfer Completion Date

The Company will send a letter to each Policyholder:

- Confirming completion of the Transfer Process.
- Confirming the final Policy or Claim details.

The Transferee will send a letter to each Transferring Policyholder:

- Asking them to meet with a Sagicor representative to receive revised policy documentation if necessary.
- Asking them to complete any outstanding "know your client" requirements under the Insurance Act.

# SCHEDULE 4 TRANSACTION BALANCE SHEET USED AS BASIS FOR ESTIMATE OF GOB SUPPORT

# Estimated Transaction Balance Sheet at Transfer Completion Date

Estimated Transaction Balance Sheet at Transfer Completion Date	Completion Date
Liabilities	Bd\$000 Notes
Transferring Liabilities Policy reserves	99,441 Agreed actuarial reserves for transfering policies (based on "In-force" policies in Policy Data File dated 31 December 2014) and valued as at 31 December 2014. This value assumes that all Post-Appointment Lapsed Policies accept the Lapsed Policy Offer and hence all transfer to the Transferee. The actual final reserve value will depend upon how many policies lapse, but it is noted that if none of these policyholders accept the Lapsed Policy Offer (and hence all lapse) then the reserves are estimated to reduce by approximately BD\$2,0 million.
Total Liabilities	39,441
Assets	D00.5PB
Transferring Assets Cash/securities (see Note 1) Policy Loans	8,895 Projected transferring cast/securities at Transfer Completion Date. See breakdown in Note 1. 7,720 BGS7.720 million Policy Loans attached to Transferring Policies based on "In-force" policies in Policy Data File dated 31 December 2014. This value assumes that all Post-Appointment Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon how many policies accept the Lapsed Policy Offer. The actual final policy Joan value will depend upon the policy of the Lapsed Policy Offer. The actual final policy of the Lapsed P
Provision against loans	Enter in more of the control of the capear rate. One far herice all label, then the policy loan balance is estimated to reduce by approximately BDS2.5 million. (503) During the course of Sagicors de diligence process there were leans as identified with a value of BDS2.53 where there work, therefore a provision has been applied against this amount. BDS2.03 69 leakes to cash amounts required to reinstate larsed notifier offer lose below and PDS2.03 each of the control occurred to a consistent of the control occurred to the control
Consideration Estimate of GOB Support	In the meantime the JM is carrying out a verification exercise to substantiate these loans, and where they can be substantiated the provision will be released.  1,400 As agreed in SPA.  81,929 Balancing figure as agreed in SPA.
Total Assets	99,441
Notes	
1. Estimate of cash/securities	Bd\$'000 Notes
Net cash/securities from Statutory Fund	14,733 Projected cash or securities deriving from Statutory Fund assets (excluding real estate) at Transfer Completion Date, net of amounts held back by JM to cover costs, Includes VAT
Post-Appointment Premiums Cash collected under Lapsed Policy Offer	reclaim from Banados Revenue Authorities of BDX3.7m. Securities valuations as at June 2015. 18,591 As at 31 Dec 2014 and per 31 Dec 2014 Policy Data File (cash hald in segregated account). 3,201 Estimated projection of cash that will be collected under the Lapsed Policy Offer. This estimate is as at 31 December 2014 and as per 31 Dec 2014 Policy Data File and assumes that all Post-Appointment Lapsed Policies accept the Lap
Provison against Lapse Policy Offer	these policyholders accept the Lapsed Policy Offer (and hence all lapse) then the amount collected will be BLSsial. (221) Per Provision against loans" above - where due to the lack of documentation these policyholders are not anticipated to take up the Lapse Policy Offer on their policies. In the
Less: Caims & De Minimis Policies (see Note 2) Total Cash/securities	meantine the Jwi is carrying out a vertication exercise to substantiate these loans, and where they can be substantiated the provision will be released.  (27,409) Based on Policy Data File as at 31 Dec 2014. See breakdown in Note 2.  8,895
2. Claims & De Minimis Policies	Bd\$1000 Notes
Pre-Appointment deaths Pre-Appointment maturities Pre-Appointment maturities Prest-Appointment cears Post-Appointment maturities De Minimis Policy Payment Amounts Refunds for overpaid premium Unpaid amounts to Vested Annuities Total Glaims & De Minimis Policies	2,085 As per 31 Dec 2014 Policy Data File. 1,144 As per 31 Dec 2014 Policy Data File. 1,448 Per 31 Dec 2014 Policy Data File, plus BD\$240,831 provision for additional pre-appt maturities from well before 2010 (called "Policy proceeds on deposit" - see JM 90 day 1,588 As per 31 Dec 2014 Policy Data File. 4,685 As per 31 Dec 2014 Policy Data File. 17,389 As per 31 Dec 2014 Policy Data File. 28 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 30 As per 31 Dec 2014 Policy Data File. 31 As per 31 Dec 2014 Policy Data File. 32 As per 31 Dec 2014 Policy Data File. 32 As per 31 Dec 2014 Policy Data File. 33 As per 31 Dec 2014 Policy Data File. 34 As per 31 Dec 2014 Policy Data File. 35 As per 31 Dec 2014 Policy Data File. 36 As per 31 Dec 2014 Policy Data File.

## SCHEDULE 5 APPOINTMENT OF EXPERT

- 1. Where any dispute arises between the Company and the Transferee relating to the level of Final GOB Support that remains unresolved after 15 Business Days have elapsed from the date that the dispute was identified, the Company and the Transferee shall refer such dispute to the actuarial firm Towers Watson situated at Mid City Place, 71 High Holborn, London WC1 V6TP, United Kingdom who shall act as Expert.
- 2 Procedure for making Submissions to the Expert

The procedure to be followed for the referral of a matter to the Expert shall be as follows:

- 2.1 Within 5 Business Days after referral to the Expert becomes necessary, or within such longer period as agreed between the Company and the Transferee, the parties shall agree and deliver to the Expert a Statement of Fact and a core bundle of the principal documents relating to the dispute.
- With a further 5 Business Days following the delivery to the Expert of the agreed Statement of Fact and principal documents identified at 2.1 above, or within such longer period as agreed between the Company and the Transferee, each party shall deliver to the Expert its written submissions which shall include any expert evidence and/or any documents additional to those in the 'core' bundle upon which it intends to rely. Each party's written submission shall be copied to the other party at the same time that they are delivered to the Expert.
- 2.3 Each party may, if it considers it necessary to do so, deliver supplemental written submissions to the Expert within 5 Business Days of the delivery to the Expert of the written submissions and supporting documents or within such longer period as agreed between the Company and the Transferee. Any such supplemental written submissions shall be copied to the other party at the same time that they are delivered to the Expert. No further written submissions shall be permitted hereunder unless expressly requested by the Expert.
- 2.4 The Expert shall be entitled to request such further information or copies of documents from the parties as it may consider necessary.
- 2.5 The Expert will use its best endeavours to issue its determination in relation to the issues referred to it pursuant to this Agreement within 20 Business Days of the date of his appointment, such time limit to be extended by the Expert within his or her absolute discretion.
- 2.6 The Expert shall be required to give reasons for its determination.
- 2.7 The Transferee shall bear the costs of the reasonable fees of the Expert.
- 2.8 The Expert's determination shall be final and binding upon the parties.

# SCHEDULE 6 AGREED FORM OF FINAL GOB SUPPORT

The aggregate value of Final GOB Support will be split equally between four (4) Government of Barbados bonds issued on or before the Transfer Completion Date.

The Final GOB Support bonds will have maturities and yields as specified below:

- Bond 1: A zero-coupon bond maturing 10 years after the Transfer Completion Date, issued at an equivalent annual yield of 7.25%
- Bond 2: A zero-coupon bond maturing 15 years after the Transfer Completion Date, issued at an equivalent annual yield of 7.75%
- Bond 3: A coupon-paying bond maturing 20 years after the Transfer Completion Date, with an annual coupon rate of 8.25% (paid semi-annually)
- Bond 4: A coupon-paying bond maturing 25 years after the Transfer Completion Date, with an annual coupon rate of 8.75% (paid semi-annually)



### BARBADOS

Appeared before me this day the within named COLIN WILSON one of the subscribed witnesses to the execution of the foregoing Sale and Purchase Agreement between British-American Insurance Company (Barbados) Limited (in Judicial Management), Sagicor Life Inc. and KPMG Transactions and Restructuring Limited and made oath that he was present on the 21st day of December 2015 and saw the within named LISA TAYLOR and MICHAEL ALISTER EDGHILL two of the executing parties thereto duly sign seal and deliver the same as and for their and each of their free and voluntary acts and deeds.

Given under my hand this 6th day of JANUARY 2016.

Commissioner of Probates

Krum & Somus