

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

COMPANIES COURT (ChD)

IN THE MATTER OF AMTRUST EUROPE LIMITED

and

IN THE MATTER OF AMTRUST INTERNATIONAL UNDERWRITERS DAC

and

IN THE MATTER OF AMTRUST ASSICURAZIONI S.P.A.

and

IN THE MATTER OF PART VII OF THE FINANCIAL SERVICES AND MARKETS ACT 2000

SUMMARY OF THE SCHEME

1 Introduction

1.1 AmTrust Europe Limited (**AEL**) is proposing to transfer to:

- (a) AmTrust Assicurazioni s.p.a. all of its Italian medical malpractice business (which includes any additional forms of coverage under medical malpractice policies) (the **Medmal Business**); and
- (b) AmTrust International Underwriters dac all the general (re)insurance business (other than the Medmal Business) it has written and/or assumed which relates to risks situated in the European Economic Area excluding the UK (the **EEA30**), save that where a policy relates to risks situated in the EEA30 and outside of the EEA30, only that part of the policy which relates to the EEA30 will transfer to AIU (the **EEA30 Business**),

together the **Transferring Business**.

1.2 The transfer of the Transferring Business (the **Transfer**) is to be effected through an insurance business transfer scheme (the **Scheme**). The Scheme will be carried out through the High Court

of Justice in England (the **High Court**) in accordance with Part VII of the UK Financial Services and Markets Act 2000.

- 1.3 This document sets out a summary of the effect of the Scheme.
- 1.4 This document is only a summary. The full Scheme will be available on the AmTrust website and hard copies will be available free of charge (please refer to paragraph 5 below for further information).

2 Background of AEL, AIU and AmTrust Italy

- 2.1 AEL is a company incorporated in England and Wales with registered number 1229676. The registered office of AEL is at 10th Floor Market Square House, Saint James's Street, Nottingham, Nottinghamshire, NG1 6FG. AEL is authorised and regulated by the UK Prudential Regulation Authority (the **PRA**) and is also regulated by the UK Financial Conduct Authority (the **FCA**).
- 2.2 AIU is a company incorporated in Ireland with registered number 169384. The registered office of AIU is at 6-8 College Green, Dublin 2, D02 VP48, Ireland. AIU is authorised and regulated by the Central Bank of Ireland.
- 2.3 AmTrust Italy is a company incorporated in Italy with registered number 1917540518. The registered office of AmTrust Italy is at 14, Via Clerici, 20121 Milan, Italy. AmTrust Italy is regulated by the Italian Institute for the Supervision of Insurance.

3 Process and Timings of the Scheme

- 3.1 The proposed timings for the Scheme are:

| Key Milestones | |
|---|---------------------------------|
| High Court hearing | 24 June 2020 |
| Proposed "Effective Date" (when the EEA30 Business will transfer to AIU and the Medmal Business will transfer to AmTrust Italy) | 00:01 GMT on 1 July 2020 |

- 3.2 The Scheme will not go ahead unless the High Court approves it on **24 June 2020**.
- 3.3 If the High Court imposes any change or conditions to the proposed Scheme, the Scheme will not take effect unless AEL, AIU and AmTrust Italy consent.

4 Summary of the Scheme

- 4.1 The following is a summary of the main points of the Scheme. As noted above, the full version of the Scheme document is available free of charge (please refer to paragraph 5 below for further information).
- 4.2 In addition, AEL, AIU and AmTrust Italy have prepared a series of policyholder communications which are available at amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers.

The Effect of the Scheme

- 4.3 As stated above, the Scheme is intended to transfer all of the EEA30 Business from AEL to AIU and all of the Medmal Business from AEL to AmTrust Italy.

Claims paid by AIU or AmTrust Italy after the Effective Date

- 4.4 It is intended that, from the Effective Date,
- (a) all the rights and obligations arising from the EEA30 Business will automatically transfer to AIU and will no longer rest with AEL. This means that AIU will be responsible for paying all claims and meeting all the other obligations which were previously obligations of AEL in relation to the EEA30 Business; and
 - (b) all the rights and obligations arising from the Medmal Business will automatically transfer to AmTrust Italy and will no longer rest with AEL. This means that AmTrust Italy will be responsible for paying all claims and meeting all the other obligations which were previously obligations of AEL in relation to the Medmal Business.

Exceptions

- 4.5 Despite the intention explained in paragraph 4.4 above, there may be a small number of policies which fall outside the Scheme. These would be “Excluded Policies” or “Residual Policies”, as described in more detail in the full version of the Scheme. Any Residual Policies in respect of the EEA30 Business will transfer to AIU as soon as possible following the Effective Date. Any Residual Policies in respect of the Medmal Business will transfer to AmTrust Italy as soon as possible following the Effective Date.

No Changes to Policy Terms and Conditions

- 4.6 There will be no changes to the terms and conditions of the transferring policies, save that the insurer in the case of the EEA30 Business will be AIU not AEL and the insurer in the case of the Medmal Business will be AmTrust Italy and not AEL.

Policy administration

- 4.7 AIU will administer the EEA30 Business and AmTrust Italy will administer the Medmal Business in broadly the same way as it is currently administered by AEL, in line with the AmTrust group's current systems, policies and procedures for its European operations (as the same may be updated from time to time).
- 4.8 The Scheme should therefore not have any effect on the policy administration arrangements for the Transferring Business.

Continuity of proceedings or litigation

- 4.9 From the Effective Date, any current proceedings or litigation which are brought by or against AEL in connection with the EEA30 Business shall be continued by or against AIU, and AIU shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to AEL. From the Effective Date, any judgment, settlement, order or award under current or past proceedings obtained by or against AEL in relation to the EEA30 Business shall be enforceable by or against AIU in place of AEL.
- 4.10 From the Effective Date, any current proceedings or litigation which are brought by or against AEL in connection with the Medmal Business shall be continued by or against AmTrust Italy, and AmTrust Italy shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to AEL. From the Effective Date, any judgment, settlement, order or award under current or past proceedings obtained by or against AEL in relation to the Medmal Business shall be enforceable by or against AIU in place of AEL.

Costs and Expenses

- 4.11 None of the costs and expenses relating to the preparation of the Scheme or High Court process will be borne by policyholders.

5 Further Information

If you have any further questions or require a full version of the Scheme please:

- visit amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers;
- call us at +353 (0)151 38607 or +44 (0)333 234 3454 (available between 9am to 5pm (UK time) excluding public holidays);
- write to us at
 - Amtrust International (Portfolio Transfers)
Exchequer Court

33 St Mary Axe
London EC3A 8AA
UK;

- Amtrust International (Portfolio Transfers)
6-8 College Green
Dublin 2
Ireland; or
- Amtrust International (Portfolio Transfers)
14, Via Clerici
20121 Milan
Italy; or
- e-mail us at: partvii@amtrustgroup.com.

If you have any general questions about your policy, please call your usual AmTrust or broking contact.