

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS NO. 460 OF 2021



IN THE MATTER of
ZÜRICH LEBENSVERSICHERUNGS-
GESELLSCHAFT AG (ALSO KNOWN AS
ZURICH LIFE INSURANCE COMPANY LTD)
1st Petitioner

and

IN THE MATTER of
ZURICH LIFE INSURANCE (HONG KONG)
LIMITED
2nd Petitioner

and

IN THE MATTER of AN APPLICATION UNDER
SECTION 24 AND SECTION 25 OF THE
INSURANCE ORDINANCE (CAP. 41)

PETITION

To: The High Court of Hong Kong

THE **HUMBLE PETITION OF** (i) Zürich Lebensversicherungs-Gesellschaft AG (also known as Zurich Life Insurance Company Ltd) ("**ZLIC**") whose principal place of business in Hong Kong is at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong; and (ii) Zurich Life Insurance (Hong Kong) Limited ("**ZLIHK**") whose registered office is situated

at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong (collectively, the "Joint Petitioners") **SHOWETH AS FOLLOWS: -**

1. The objects of this Petition are: -

- (i) to seek an Order of this Honourable Court under section 24 of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong, the "**Ordinance**") sanctioning the scheme (the "**Scheme**", which is annexed to this Petition as "**Annexure 1**") for the Proposed Transfer (as defined in paragraph 4 below) from ZLIC to ZLIHK of the whole of the long term business carried on in or from Hong Kong by ZLIC's Hong Kong branch (the "**ZLIC Hong Kong Branch**"); and
- (ii) to obtain an Order under section 25 of the Ordinance making ancillary provisions for implementing the Scheme as this Honourable Court shall consider appropriate.

2. (i) ZLIC was incorporated in Switzerland and was entered in the Commercial Register of Canton Zurich since 28 December 1922. It is a wholly-owned subsidiary of Zurich Insurance Group Ltd., whose shares are listed on the SIX Swiss Exchange, and which is the ultimate parent company of the group of companies ("**Zurich Group**"). ZLIC is an insurance carrier licensed and supervised by the Swiss Financial Market Supervisory Authority ("**FINMA**"). It was also registered as a non-Hong Kong company under Part XI of the former Companies Ordinance (Cap. 32) (now Part XVI of the Companies Ordinance (Cap. 622)) on 31 August 1984.

- (ii) ZLIC is an authorized insurer under the Ordinance with authorization to carry on Classes A (life and annuity), C (linked long term), and I (retirement scheme management category III) of long term business in or from Hong Kong. As part of its Class A long term business, ZLIC has underwritten Swiss Individual Life Policies through the ZLIC Hong Kong Branch, but the accounting and administration of such policies, including paying claims and collecting premiums, are managed by ZLIC's head office in Switzerland and will continue to be managed by ZLIC's head office in Switzerland under an outsourcing

arrangement with ZLIHK after such policies are transferred to ZLIHK on the Transfer Date (as defined in the Scheme) to minimize potential immediate customer impact. However, ZLIHK may reassess the outsourcing arrangement for optimising the longer term administration of such policies as part of its normal business review as to whether the outsourcing arrangement should be continued. Since 1 December 2016, a note has been inserted in the Register of Authorized Insurers maintained by the Insurance Authority, stating that Zurich Life Insurance Company Ltd "has ceased to effect any new contracts of insurance... in or from Hong Kong". Although ZLIC is authorized to carry on Class I (retirement scheme management category III) of long term business, ZLIC does not have any such existing business. After the Transfer Date (as defined in the Scheme), it is ZLIC's intention to apply for de-authorisation as an authorized insurer under the Ordinance to carry on any long term business in or from Hong Kong. The principal place of business of ZLIC in Hong Kong is at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong.

3. (i) ZLIHK was incorporated in Hong Kong on 7 May 2018.
 - (ii) ZLIHK is a wholly-owned subsidiary of Zurich Insurance Holdings (Hong Kong) Limited, which is in turn a wholly-owned subsidiary of Zurich Insurance Company Ltd. ("ZICL") incorporated in Zurich, Switzerland. ZLIC is also a wholly-owned subsidiary of ZICL, and all are companies within the Zurich Group. ZICL is a global insurance company with around US\$ 303,433,000,000 of assets under management (comprising group investments and unit-linked investments plus assets that are managed by third parties, on which fees are earned, as at 31 December 2020). Other than in Hong Kong, ZICL and its subsidiaries have operations in other key markets including Europe, Middle East, Africa, North America, Asia Pacific and Latin & America and in more than 215 countries.
4. As part of a strategic initiative of the Zurich Group, it is proposed that the long term business carried on in or from Hong Kong by ZLIC ("**ZLIC HK Business**", as defined in the Scheme) shall be transferred to and assumed by ZLIHK ("**Proposed Transfer**"). For this purpose, a transfer agreement will be entered into between ZLIC and ZLIHK

for the Proposed Transfer ("**Transfer Agreement**"). ZLIC and ZLIHK consider that the transfer will give rise to the following benefits:

- (i) simplify ZLIC's company structure and remove the tension within ZLIC as a result of the differing risk profiles and regulatory regimes that apply to its Hong Kong and non-Hong Kong businesses and thus improve the efficiency of compliance within the group;
 - (ii) improve the operations of the ZICL group's life insurance business by allocating decision making to different entities of the ZICL group, allowing each territory within the ZICL group to pursue the strategy that best fit the needs of its market, policyholders and shareholders;
 - (iii) better align the ZICL group's business along regional lines;
 - (iv) improve the operational efficiency of the ZICL group's life insurance business; and
 - (v) improve the efficiency of audit and regulatory compliance within the group; as ZLIHK is incorporated in Hong Kong, it will be subject to the Hong Kong regulatory regime alone and not the additional Swiss regulatory requirements that apply to the ZLIC Hong Kong Branch.
5. In order to take over the ZLIC HK Business carried on by ZLIC, an application was made by ZLIHK to the Insurance Authority on 2 January 2020 for the authorisation to carry on Classes A and C of long term business in or from Hong Kong. On 23 March 2020, formal authorization was granted by the Insurance Authority to ZLIHK to carry on those classes of long term business in or from Hong Kong.
6. The Proposed Transfer of the ZLIC HK Business will therefore form part of the transaction contemplated under the Transfer Agreement. The Proposed Transfer of the ZLIC HK Business falls within section 24(1) of the Ordinance. Pursuant to section 24(1) of the Ordinance, the Scheme for the Proposed Transfer is devised and the Proposed Transfer under the Scheme is conditional on the sanction of this Honourable Court.

7. The Scheme provides for, *inter alia*, the Proposed Transfer by ZLIC to ZLIHK of the ZLIC HK Business (all terms as defined in the Scheme) related thereto.
8. It is proposed by ZLIC and ZLIHK that:
 - (i) the ZLIC HK Business (including the Transferring Policies) shall be transferred from ZLIC to ZLIHK in accordance with the terms of the Scheme and subject to the order of this Honourable Court made pursuant to section 24 of the Ordinance; and
 - (ii) by the order of this Honourable Court, provisions be made pursuant to section 25(1) of the Ordinance for the Proposed Transfer to ZLIHK, in accordance with the terms of the Scheme, of the property and liabilities of ZLIC in respect of the ZLIC HK Business.
9. The Proposed Transfer contemplated under the Scheme will not proceed unless the Scheme is sanctioned by this Honourable Court.
10. Pursuant to section 24(2) of the Ordinance, an independent actuary, Paul Sinnott (the "**Independent Actuary**"), a Fellow of the Institute of Actuaries (United Kingdom) and a Fellow Member of the Actuarial Society of Hong Kong, has prepared a report based on the financial information of ZLIC and ZLIHK as of 30 September 2020 dated 29 March 2021 (the "**Independent Actuary's Report**") on the likely effects of the Scheme on the reasonable expectations of the policyholders of ZLIC and ZLIHK respectively and, in particular, the Transferring Policyholders (as defined in the Scheme and the Independent Actuary's Report) with regards to benefits and levels of service. He has also considered the effect of the Scheme on the financial security of the policyholders of ZLIC and ZLIHK respectively and, in particular the Transferring Policyholders; and the adequacy of safeguards in the Scheme to ensure that the Scheme operates as presented. A supplementary report by the Independent Actuary (the "**Supplementary Report**") will be prepared to provide an update on the relevant financial information as of 31 December 2020 and whether there is any change in the view of the Independent Actuary. It is expected that the Supplementary Report will be filed with this Honourable Court in around June/July 2021.

11. Under the Independent Actuary's Report, in the Independent Actuary's view:
- (i) the Scheme will not have a materially adverse effect on the reasonable expectations of the policyholders of ZLIC and ZLIHK, and in particular, the Transferring Policyholders of the ZLIC Hong Kong Branch, with regards to benefits and levels of service;
 - (ii) the Scheme will not have a materially adverse effect on the financial security of the policyholders of ZLIC and ZLIHK, and in particular, the Transferring Policyholders of ZLIC Hong Kong Branch; and
 - (iii) he is satisfied that the proposed Scheme provides sufficient safeguards to ensure that the Scheme operates as presented.
12. For the purpose of section 24(3)(b) of the Ordinance, it is respectfully submitted that:
- (i) a statement as required under section 24(3)(b) for every member of the insurers concerned be sent to ZICL and Zurich Insurance Holdings (Hong Kong) Limited (being the sole shareholder of each of ZLIC and ZLIHK, respectively) in both the English and Chinese language; and
 - (ii) a statement as required under section 24(3)(b) for the long term policyholders of the insurers concerned be sent to:
 - A. each Transferring Policyholder whose Transferring Policy(ies) is/are in force as at 28 February 2021,
 - B. each Transferring Policyholder whose Transferring Policy(ies) has/have expired, terminated, matured or surrendered as at 28 February 2021 but who has claims or payments outstanding under such policy(ies) or from whom a notice of claim has been received by ZLIC,

- C. each Transferring Policyholder whose Transferring Policy(ies) has/have lapsed as at 28 February 2021, but where such policy(ies) is/are still capable of being reinstated under a reinstatement option (if any) under the policy(ies) (such reinstatement period being 2 years from the lapse date),
- D. each Transferring Policyholder whose Transferring Policy(ies) has/have lapsed as at 28 February 2021 due to non-payment of premiums, but where as at such date the policy(ies) is/are still providing a post-termination cover (which is the payment of a benefit if death of the insured occurs within 100 days after the lapse date), and
- E. each long term policyholder of ZLIHK ("**ZLIHK Policyholders**") whose policies is/are in force as at 28 February 2021, in both the English and Chinese language,

(the statements in (i) and (ii) above are collectively referred to as "**Statutory Statements**", and each a "**Statutory Statement**"), and to the registered address of the member and last known address of each such Transferring Policyholder and ZLIHK Policyholder (whether in or outside Hong Kong) on the relevant register as at 28 February 2021; and

- (iii) for the reasons given below, the sending of the relevant Statutory Statement to all other long term policyholders of ZLIC be dispensed with:
 - (a) the Independent Actuary has opined that there is no material adverse impact on the reasonable expectations (with regards to benefits and levels of service) and financial security of such other policyholders;
 - (b) for Transferring Policyholders whose Transferring Policies have expired, terminated, matured, surrendered or lapsed as of 28 February 2021, and who (i) do not have any claims or payments outstanding; (ii) from whom ZLIC has not received a notice of claim; (iii) do have not policies which are capable of being reinstated; and (iv) do not have policies which

provide any post-termination cover, it is unlikely that they will have any further rights and obligations under the Transferring Policies and hence will not be affected by the Proposed Transfer; and

- (c) as at 30 September 2020, ZLIC has around 1.8 million policyholders (in Hong Kong and elsewhere), of which only around 39,471 are Transferring Policyholders. Further, over 97% of these 1.8 million policyholders are located outside Hong Kong. It will be extremely onerous and administratively burdensome to send the Statutory Statement to such large number of policyholders. In addition, the issue of the Statutory Statement to those policyholders of ZLIC whose policies are not included in the transfer could create unnecessary confusion to them; and
 - (iv) for the reasons given below, the setting out of the full terms of the Scheme in the Statutory Statements be dispensed with, and that a summary of the terms of the Scheme be set out in the Statutory Statements in place of such full terms:
 - (a) the terms of the entire Scheme are lengthy and complex, and may be too technical for the Transferring Policyholders and ZLIHK Policyholders to comprehend, and may lead to unnecessary confusion; and
 - (b) a copy of the Scheme will be made available at the websites of ZLIC and ZLIHK at www.zurich.com.hk/en/important-notice/portfolio-transfer (for English) and www.zurich.com.hk/zh-hk/important-notice/portfolio-transfer (for Chinese), and available for inspection at the customer service centres of ZLIC and ZLIHK both located at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong for not fewer than 21 days from the date of publication of the Statutory Notice. Recipients of the Statutory Statements will be informed that any interested person who wishes to review the entire Scheme may visit the above website or address of ZLIC and ZLIHK.
13. The Joint Petitioners and the Independent Actuary have had regular discussions with, and have sought comments from, the Insurance Authority on the Proposed Transfer and

matters relating thereto, including the terms of the Scheme, the Independent Actuary's Report and the content of the Statutory Statements.

14. As stated in paragraph 2(ii) above, ZLIC Hong Kong Branch carries out, amongst others, Class C (linked long term) of the long term business in or from Hong Kong, and it includes all the investment linked assurance schemes ("**Investment Linked Assurance Schemes**") currently underwritten by ZLIC Hong Kong Branch, which will form part of the Proposed Transfer. In respect of the change of issuer of such Investment Linked Assurance Schemes, prior approval of the Securities and Futures Commission will be required so that ZLIHK may continue to operate the Investment Linked Assurance Schemes after the Proposed Transfer.

15. Other than the above, no additional regulatory approval will be required. In particular, although the Swiss Individual Life Policies (as defined in the Scheme) underwritten by ZLIC through ZLIC Hong Kong Branch will also form part of the Proposed Transfer, the ZLIC Hong Kong Branch has been advised by its legal adviser in Switzerland that the transfer of the Swiss Individual Life Policies from ZLIC to ZLIHK will not be subject to the approval of FINMA.

YOUR JOINT PETITIONERS THEREFORE PRAY for the following:-

- (1) an Order pursuant to section 24 of the Ordinance sanctioning the Scheme;

- (2) an Order pursuant to section 25 of the Ordinance that (using the definitions as set out in the Scheme):
 - (i) on and with effect from the Transfer Date, the Transferring Assets shall, by virtue of the Hong Kong Order and without any further act or instrument and subject to paragraph (vii) below, be transferred by ZLIC to, and vested in, ZLIHK, subject to any encumbrances in respect thereof;

 - (ii) on and with effect from the Transfer Date, each Transferring Liability shall, by virtue of the Hong Kong Order and without any further act or instrument and without investigation or requisition and subject to paragraph (vii) below, be

transferred by ZLIC to, and become a liability of, ZLIHK, with the effect that ZLIC shall be entirely released from and ZLIHK shall assume all such Transferring Liability;

- (iii) on and with effect from the Transfer Date, ZLIHK shall become entitled to all of the rights, benefits, advantages and powers conferred on or vested in ZLIC under, or by virtue of, the Transferring Policies. The Transferring Policies shall on and with effect from the Transfer Date form part of ZLIHK's long term business carried on in or from Hong Kong. On and with effect from the Transfer Date, all rights, benefits, advantages and powers against ZLIC conferred on or vested in every Transferring Policyholder or other third parties under or in relation to every Transferring Policy shall cease and shall be substituted by the same rights, benefits, advantages and powers against ZLIHK;
- (iv) on and with effect from the Transfer Date, in respect of the Transferring Policies under which premiums continue to be payable, the Transferring Policyholders shall account to ZLIHK for any further premiums as and when they become due. ZLIHK shall be entitled to any and all defences, claims, counterclaims and the right of set-off against or under the Transferring Policies which would have been available to ZLIC prior to the Proposed Transfer;
- (v) on the Transfer Date, all Statutory Records and other information relating to the Transferring Policyholders, insureds, beneficiaries and assignees of, or any other persons relating to, the Transferring Policies, including, without limitation, the personal data (as defined under section 2 of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)) of such Transferring Policyholder, insureds, beneficiaries, assignees and other persons, which is held by ZLIC shall be transferred to ZLIHK, and ZLIHK shall have the same rights, benefits, advantages and powers in holding and using (and transferring) such information as those of ZLIC prior to the Transfer Date;

- (vi) all terms and conditions of the Transferring Policies (including proposal or application forms, quotations, slips, illustrative documents, principal brochures, offering documents, riders, schedules and declarations) shall remain unchanged save that, on and with effect from the Transfer Date, all references in the Transferring Policies to ZLIC or ZLIC Hong Kong Branch, its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents shall be read as reference to ZLIHK, its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents; and any reference to "ZLIC" or "ZLIC Hong Kong Branch" in the names of the Transferring Policies will be read as a reference to "ZLIHK". In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by "ZLIC" or "ZLIC Hong Kong Branch", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents in relation to the Transferring Policies shall, on and with effect from the Transfer Date, be exercisable or required to be performed by "ZLIHK", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents (as the case may be);
- (vii) to the extent that the Scheme and the Hong Kong Order are not effective in transferring and vesting any of the Transferring Assets, Transferring Liabilities or Transferring Policies under this Scheme to ZLIHK, without further or other acts or assurance (including without limitation the need of obtaining further consent or approval):
- (a) ZLIC and ZLIHK shall do and execute and deliver or procure to be done and executed and delivered all such further acts, deeds, documents, instruments of conveyance, assignment, novation and transfer and all things as may be necessary to give effect to the Scheme; and

- (b) pending completion of such acts, deeds, documents and things, ZLIC, shall as from the Transfer Date, (A) hold the beneficial interest in each of the affected Transferring Assets on trust for ZLIHK, to the extent that it has not been transferred to ZLIHK, and shall pay to ZLIHK promptly upon its receipt of any sums by it with respect to any such affected Transferring Assets; and (B) hold or assume any liabilities in each of the affected Transferring Liabilities for and on behalf of and for the account of ZLIHK;
- (viii) on and with effect from the Transfer Date, any judicial, quasi-judicial, disciplinary, administrative, arbitration or legal proceedings, claims or complaints (whether current, pending, threatened or future including those not yet in contemplation) by or against ZLIC in relation to the Transferring Policies, Transferring Assets and Transferring Liabilities shall be continued or commenced by or against ZLIHK, in substitution for ZLIC, and ZLIHK shall be entitled to the same defences, claims, counterclaims and rights of set-off as ZLIC in respect thereof;
- (ix) prior to the Transfer Date, ZLIHK shall have established the ZLIHK Life Insurance Fund and the ZLIHK Shareholder's Fund;
- (x) prior to the Transfer Date, ZLIHK shall have established the ZLIHK Linked Fund for underwriting new Class C policies upon obtaining the requisite regulatory approval;
- (xi) effective from the Transfer Date, ZLIHK shall establish the ZLIHK Swiss Individual Fund;
- (xii) ZLIHK shall procure that, when
- new participating products are launched by ZLIHK; or

- the size of the potential liability under the participating policies in the ZLIHK Life Insurance Fund is, having regard to appropriate actuarial advice, large enough to warrant a separate fund for investment management,

a new sub-fund for Class A participating business will be established;

(xiii) on and with effect from the Transfer Date, all Class A Policies (other than the Swiss Individual Life Policies under Class A) underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund; all Swiss Individual Life Policies under Class A Policies underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund; and all Linked Policies underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund;

(xiv) on and with effect from the Transfer Date, all Transferring Assets allocated to:

- the ZLIC Life Insurance Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund;
- the ZLIC Swiss Individual Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund;
- the ZLIC Linked Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund; and
- the Fund Surplus immediately prior to the Transfer Date shall be allocated to the ZLIHK Shareholder's Fund;

- (xv) all beneficial interest in any property, assets or investments held on trust by ZLIC for ZLIHK pursuant to paragraph (vii)(b) above shall be allocated to the relevant funds (as applicable) to which such property, assets or investments would have been allocated;
- (xvi) on and with effect from the Transfer Date, all Transferring Liabilities allocated to:
- the ZLIC Life Insurance Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund;
 - the ZLIC Swiss Individual Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund; and
 - the ZLIC Linked Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund;
- (xvii) all liabilities which are required to be satisfied by ZLIHK pursuant to paragraph (vii)(b) above shall be allocated to the relevant funds (as applicable) to which such liabilities would have been allocated;
- (xviii) all premiums, loan repayments (if any, and interest thereon) and other amounts received or receivable by ZLIC (or its agents) in respect of any of the Transferring Policies on or after the Transfer Date shall be payable to ZLIHK (or its agents) after the Transfer Date;
- (xix) ZLIHK (or its agents) shall be irrevocably authorized to endorse for payment any cheques, drafts, orders, postal orders or other instruments payable to, or to the order of, ZLIC (or its agents) and received by ZLIHK (or its agents) in respect of premiums paid or loan repayments (if any) under the Transferring Policies on or after the Transfer Date;

- (xx) ZLIHK (either itself or via its agents) shall have the sole responsibility for billing and collecting premiums and paying all applicable levies and taxes in respect of premiums accrued under the Transferring Policies on or after the Transfer Date;
 - (xxi) any mandate, autopay authority, standing order or other instruction in force on the Transfer Date and providing for the payment by a bank or other intermediary of premiums payable to or received by ZLIC (or its agents) in respect of any of the Transferring Policies shall, from and after the Transfer Date, take effect as if the same had been provided for and authorized in favour of ZLIHK (or its agents);
 - (xxii) all other contracts, rights, obligations and commitments of ZLIC with respect to the Transferred Policies and ZLIC HK Business or otherwise relating to its undertaking, property or liabilities as specified in the Scheme shall, on and from the Transfer Date, be transferred to be vested in ZLIHK;
- (3) the Joint Petitioners shall bear the costs of the Insurance Authority in relation to this application, and shall pay out of their shareholders' funds; and
- (4) such other order(s) as this Honourable Court shall deem appropriate.

NOTE: It is intended to serve a copy of this Petition (together with a copy of the Scheme, the Statutory Statements and the Independent Actuary's Report) on the Insurance Authority.

DATED the 8th of April 2021.



Baker & McKenzie
Solicitors for the Joint Petitioners

This Petition was issued by Baker & McKenzie of 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong, solicitors for the Joint Petitioners.

HCMP 460/2021

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS NO. 460 OF 2021

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and

IN THE MATTER of
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IN THE MATTER of AN APPLICATION UNDER
SECTION 24 AND SECTION 25 OF THE
INSURANCE ORDINANCE (CAP. 41)

ANNEXURE 1

This is the "Annexure 1" referred to in the Petition dated this 8th day of April 2021.

<u>Date</u>	<u>Description of Document</u>	<u>No. of Pages</u>
8 April 2021	Copy of the Scheme	35

IN THE COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS

IN THE MATTER OF ZÜRICH LEBENSVERSICHERUNGS-GESELLSCHAFT AG
(ALSO KNOWN AS ZURICH LIFE INSURANCE COMPANY LTD)

- and -

IN THE MATTER OF ZURICH LIFE INSURANCE (HONG KONG) LIMITED

- and -

IN THE MATTER OF THE INSURANCE ORDINANCE

SCHEME

for the transfer of the Hong Kong long term business of
Zurich Life Insurance Company Ltd, Hong Kong Branch
to
Zurich Life Insurance (Hong Kong) Limited
pursuant to section 24 of the Insurance Ordinance
(Cap.41 of the Laws of Hong Kong)

8 April 2021

Baker & McKenzie
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A. PRELIMINARY

1. DEFINITION

1.1 In this Scheme, terms and expressions defined in the Ordinance shall bear the meanings so defined and the following terms and expressions shall bear the meanings specified opposite them:

Appointed Actuary	in respect of ZLIC or ZLIHK, the person who is appointed as its actuary pursuant to section 15(1)(b) of the Ordinance;
Class A Policies	the Policies falling within Class A (Life and Annuity) of long term business;
Encumbrances	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement having a similar effect;
Fund Surplus	the underwriting profits derived from the policies of all classes of business that are attributable to the shareholder of ZLIC;
long term business	has the meaning as is given to it in section 2 of the Ordinance;
Hong Kong	the Hong Kong Special Administrative Region of the People's Republic of China;
Hong Kong Court	the Court of First Instance of the High Court of Hong Kong;
Hong Kong Order	the order of the Hong Kong Court (if granted) pursuant to sections 24 and 25(1) of the Ordinance (including any subsequent order) sanctioning this Scheme and making further provisions for its implementation;
Insurance Authority	the Insurance Authority established under the Ordinance;
Linked Policies	the Policies falling within Class C (Linked Long Term) of long term business;

Ordinance	the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong);
Policy	has the meaning as is given to it in section 2 of the Ordinance;
Proposed Transfer	has the meaning as is given to it in paragraph 2.5;
Scheme	this scheme in its original form with or subject to any modification made pursuant to paragraph 16;
Statutory Records	all books, files, registers, documents, correspondence, papers and other records that are required, by the applicable legal or regulatory requirement or corporate governance requirement (whether or not having the force of law), to be kept by ZLIC and retained in its possession in respect of the ZLIC HK Business;
Swiss Individual Life Policies	the Class A Policies underwritten by ZLIC through its branch in Hong Kong but administered by ZLIC's home office in Switzerland and will continue to be administered by ZLIC's home office in Switzerland under an outsourcing arrangement with ZLIHK after such Policies are transferred to ZLIHK on the Transfer Date as further described in paragraph 2.2;
Transfer Agreement	the transfer agreement to be entered into between ZLIC and ZLIHK in relation to the transfer of the ZLIC HK Business and all other business undertakings of ZLIC Hong Kong Branch to ZLIHK;
Transferring Assets	means: <ul style="list-style-type: none"> (i) the property, assets or investment of ZLIC (including any right, discretion, authority, power or benefit of ZLIC under or by virtue of any Transferring Policies) as is attributable to the ZLIC HK Business, wherever situated; and

- (ii) the rights, benefits and powers of ZLIC under and by virtue of:
 - (a) the contracts between ZLIC and its insurance intermediaries in relation to the ZLIC HK Business;
 - (b) the Transferring Reinsurances;
 - (c) any lease, outsourcing agreements or arrangements, IT and related contracts in respect of the ZLIC HK Business; and
 - (d) any other contracts, agreements, arrangements or undertakings in respect of or concerning the ZLIC HK Business;

Transfer Date

the time and date on which this Scheme shall become effective in accordance with paragraph 15;

Transferring Liabilities

all liabilities of ZLIC as at the Transfer Date attributable to the ZLIC HK Business including, without limitation, the liabilities and obligations (whether present, future or contingent) under or in relation to the Transferring Policies and ZLIC HK Business, and associated liabilities, including, for the avoidance of doubt, liabilities (including fines, penalties, damages and compensation due to policyholders) for mis-selling or non-compliance of ZLIC committed prior to the Transfer Date, as well as any current and/or pending complaints, legal proceedings and/or other dispute resolution proceedings made in relation to the Transferring Policies;

Transferring Policies

(i) any Policy forming part of Class A (Life And Annuity) (including, for the avoidance of doubt, the Swiss Individual Life Policies) or Class C (Linked Long Term) of long term business underwritten by ZLIC in Hong Kong, under which any liability remains outstanding as at the Transfer Date, whether such Policies have been reinstated, have expired, lapsed, matured, surrendered, terminated or otherwise, including all proposals or applications for insurance policies, certificates, supplemental coverages, endorsements, riders and ancillary agreements in connection therewith; and (ii) all proposals or applications for policy renewals received by ZLIC but the processing of which has not been completed by ZLIC prior to the Transfer Date (which shall be processed by ZLIHK after the Transfer Date). The names of the existing insurance products of the Transferring Policies as of 28 February 2021 are set out in the Schedule hereto for reference purpose only;

Transferring Policyholder

the holder of a Transferring Policy;

Transferring Reinsurances

any reinsurance agreements or arrangements under which ZLIC is reinsured in respect of the Transferring Policies;

ZLIC

Zurich Life Insurance Company Ltd, a company incorporated in Switzerland with company number CHE-100.023.846, whose registered office is situated at Austrasse 46, 8045 Zurich, Switzerland, and registered as a non-Hong Kong company in Hong Kong with company number F0001435 where its principal place of business in Hong Kong is situated at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong, a joint petitioner;

ZLIC HK Business

the long term business of ZLIC carried on in or from Hong Kong comprising the carrying out of the Transferring Policies, the Transferring Assets and Transferring Liabilities, and all other business undertakings carried on in or from Hong Kong in connection with, ancillary to, and for the purposes of such business;

ZLIC Hong Kong Branch	Zurich Life Insurance Company Ltd, acting through its Hong Kong branch;
ZLIC Life Insurance Fund	the life insurance fund established and maintained by ZLIC prior to the Transfer Date in respect of Class A Policies (other than Swiss Individual Life Policies) of ZLIC HK Business bearing the name of “ <i>Zurich Life Insurance Company Ltd Life Insurance Fund (Class A)</i> ”;
ZLIC Linked Fund	the life insurance fund established and maintained by ZLIC prior to the Transfer Date in respect of Linked Policies of ZLIC HK Business bearing the name of “ <i>Linked Fund (Class C)</i> ”;
ZLIC Swiss Individual Fund	the life insurance fund established and maintained by ZLIC prior to the Transfer Date in respect of Swiss Individual Life Policies of ZLIC HK Business bearing the name of “ <i>Zurich Life Insurance Company Ltd Swiss Individual Fund (Class A)</i> ”;
ZLIHK	Zurich Life Insurance (Hong Kong) Limited, a company incorporated in Hong Kong, whose registered address is at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong, a joint petitioner;
ZLIHK Life Insurance Fund	the life insurance fund in respect of Class A Policies (other than Swiss Individual Life Policies) bearing the name of “ <i>Zurich Life Insurance (Hong Kong) Limited Insurance Fund (Class A)</i> ” which shall have been established and maintained by ZLIHK prior to the Transfer Date;
ZLIHK Swiss Individual Fund	the life insurance fund in respect of Swiss Individual Life Policies bearing the name of “ <i>Zurich Life Insurance (Hong Kong) Limited Swiss Individual Fund (Class A)</i> ” to be established and maintained by ZLIHK on and/or from the Transfer Date;

ZLIHK Linked Fund the life insurance fund in respect of Linked Policies bearing the name of “Zurich Life Insurance (Hong Kong) Limited Linked Fund (Class C)” which shall have been established and maintained prior to the Transfer Date; and

ZLIHK Shareholder's Fund the shareholder’s fund in respect of the paid-in capital of ZLIHK bearing the name of “*Zurich Life Insurance (Hong Kong) Limited Shareholder’s Fund*” which shall have been established and maintained by ZLIHK prior to the Transfer Date.

1.2 In this Scheme, any reference to:

- (i) a “class” shall be to a class of long term or general business specified in Part 2 or Part 3 (as the case may be) of Schedule 1 of the Ordinance;
- (ii) the term “property” includes (without limitation) property, assets, rights (whether present, future, vested or contingent), discretions, authorities, benefits and powers of every description;
- (ii) the term “liabilities” includes (without limitation) duties and obligations of every description (whether present, future or contingent); and
- (iv) “including” or “includes” means including or includes without limitation.

1.3 Any reference to the singular includes a reference to the plural and vice versa.

1.4 Unless otherwise specified, any reference to any act, statute, ordinance or regulation shall be to such act, statute, ordinance or regulation as from time to time amended.

B. INTRODUCTION

2. ZLIC AND ZLIHK

2.1 ZLIC was incorporated in Switzerland, and was entered in the Commercial Register of Canton Zurich since 28 December 1922. It is a wholly-owned subsidiary of Zurich Insurance Group Ltd., whose shares are listed on the SIX Swiss Exchange, and which is the ultimate parent company of the group of companies (“**Zurich Group**”). ZLIC is an insurance carrier licensed and supervised by the Swiss Financial Market Supervisory Authority (“**FINMA**”). The registered office of ZLIC is situated at Austrasse 46, 8045 Zurich, Switzerland. It was also registered as a non-Hong Kong company under Part XI of the former Companies Ordinance (Cap. 32) (now Part XVI of the Companies Ordinance (Cap. 622)) on 31 August 1984.

2.2 ZLIC is an authorized insurer under the Ordinance with authorization to carry on Classes A (life and annuity), C (linked long term), and I (retirement scheme management category III) of long term business in or from Hong Kong. As part of its

Class A long term business, ZLIC has underwritten Swiss Individual Life Policies through its Hong Kong branch (the "**ZLIC Hong Kong Branch**"), but the accounting and administration of such policies, including paying claims and collecting premiums, are managed by ZLIC's head office in Switzerland and will continue to be managed by ZLIC's head office in Switzerland under an outsourcing arrangement with ZLIHK after such policies are transferred to ZLIHK on the Transfer Date to minimize potential immediate customer impact. However, ZLIHK may reassess the outsourcing arrangement for optimising the longer term administration of such policies as part of its normal business review as to whether the outsourcing arrangement should be continued. Since 1 December 2016, a note has been inserted in the Register of Authorized Insurers maintained by the Insurance Authority, stating that Zurich Life Insurance Company Ltd "has ceased to effect any new contracts of insurance ... in or from Hong Kong". Although ZLIC is authorized to carry on Class I (retirement scheme management category III) of long term business, ZLIC does not have any such existing business. The principal place of business of ZLIC in Hong Kong is at 25/F-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong. After the Transfer Date, it is ZLIC's intention to apply for de-authorisation as an authorized insurer under the Ordinance to carry on any long term business in or from Hong Kong.

- 2.3 ZLIHK was incorporated in Hong Kong on 7 May 2018.
- 2.4 ZLIHK is a wholly-owned subsidiary of Zurich Insurance Holdings (Hong Kong) Limited, which is in turn a wholly owned subsidiary of Zurich Insurance Company Ltd. ("**ZICL**"). ZLIC is also a wholly-owned subsidiary of ZICL, and all are companies within the Zurich Group. ZICL is a global insurance company with around US\$ 303,433,000,000 of assets under management (comprising of group investments and unit-linked investments plus assets that are managed by third parties, on which fees are earned, as at 31 December 2020). Other than in Hong Kong, ZICL and its subsidiaries have operations in other key markets including Europe, Middle East, Africa, North America, Asia Pacific and Latin America and in more than 215 countries.
- 2.5 As part of a strategic initiative of the Zurich group, it is proposed that the ZLIC HK Business shall be transferred to and assumed by ZLIHK ("**Proposed Transfer**"). For this purpose, a Transfer Agreement will be entered into between ZLIC and ZLIHK for the Proposed Transfer. ZLIC and ZLIHK consider that the transfer will give rise to the following benefits:
 - (a) simplify ZLIC's company structure and remove the tension within ZLIC as a result of the differing risk profiles and regulatory regimes that apply to its Hong Kong and non-Hong Kong businesses and thus improve the efficiency of compliance within the group;
 - (b) improve the operations of the ZICL group's life insurance business by allocating the decision making to different entities of the ZICL group, allowing each territory within the ZICL group to pursue the strategy that best fit the needs of its market, policyholders and shareholders;
 - (c) better align the ZICL group's business along regional lines;
 - (d) improve the operational efficiency of ZICL group's life insurance business; and

- (e) improve the efficiency of audit and regulatory compliance within the group; as ZLIHK is incorporated in Hong Kong, it will be subject to the Hong Kong regulatory regime alone and not the additional Swiss regulatory requirements that apply to the ZLIC Hong Kong Branch.
- 2.6 In order to take over the ZLIC HK Business carried on by ZLIC, an application was made by ZLIHK to the Insurance Authority on 2 January 2020 for the authorisation to carry on Classes A and C of long term business in or from Hong Kong. On 23 March 2020, formal authorization was granted by the Insurance Authority to ZLIHK to carry on those classes of long term business in or from Hong Kong.
- 2.7 The Proposed Transfer of the ZLIC HK Business will therefore form part of the transaction contemplated under the Transfer Agreement.
- 2.8 The purpose of this Scheme is to transfer the ZLIC HK Business from ZLIC to ZLIHK, pursuant to sections 24 and 25(1) of the Ordinance.
- 2.9 It is agreed by ZLIC and ZLIHK that an application shall be made to the Hong Kong Court under section 24 of the Ordinance to transfer the ZLIC HK Business from ZLIC to ZLIHK, in accordance with the terms of this Scheme and subject to the Hong Kong Order made pursuant to sections 24 and section 25(1) of the Ordinance.
- 2.10 The Proposed Transfer contemplated under this Scheme will not proceed unless the prescribed documents regarding this Scheme have been served on the Insurance Authority pursuant to section 24(3)(c) of the Ordinance and this Scheme is sanctioned by the Hong Kong Order.

C. REGULATORY COMPLIANCE ISSUES

3. UNIT DEALING

- 3.1 ZLIC is the issuer of all the investment-linked assurance schemes ("ILAS") under the ZLIC HK Business. In October 2013, ZLIC effected certain changes to the unit dealing mechanism of nine ILAS products, without prior notification to policyholders and going through the necessary regulatory process. As a result of the change in the unit dealing mechanism, there was a one day delay in some of the unit dealing transactions, which may have resulted in a loss of potential investment return to policyholders.
- 3.2 ZLIC has taken steps to rectify the breach by offering compensation to all policy holders who had unit dealing transactions in respect of their ILAS policy during the affected period. ZLIC has also notified all affected policyholders of the changes in 2013. The compensation process (other than in respect of the unpaid compensation as described below) was completed on 18 December 2020.
- 3.3 As at 28 February 2021, there was a total amount of unpaid compensation of USD 9,224.34 (equivalent to approximately HKD71,949.85) involving 1,338 policyholders out of the total amount of compensation payable by ZLIC of USD 246,964.68 (equivalent to approximately HKD1,926,324.50) for various reasons including where the policyholders were unreachable or had given no payment instructions (despite a reminder made by ZLIC in December 2020). In respect of such policyholders, ZLIC shall continue following up with each of them via telephone, SMS and/or email if the

relevant contact information is available. In respect of those policyholders who were reachable but had given no payment instructions, ZLIC shall send a reminder to such policyholders on a quarterly basis. If any compensation remains unpaid, the unpaid amount will remain an obligation of ZLIC and will be retained by ZLIC and paid to the relevant policyholders at any time as requested by them. Once the Proposed Transfer is effected, the unpaid amount will be transferred to ZLIHK and ZLIHK will assume such payment obligations of ZLIC by virtue of the Scheme.

- 3.4 As of today, ZLIC has not received any complaints or objections from the affected policyholders and has responded to all the requisitions and comments so far raised by the relevant regulator(s) on this incident. In the unlikely event that any policyholders with unpaid compensation raises any queries after the Proposed Transfer, ZLIHK undertakes to address such queries in a professional and responsible manner.

4. ANNUAL MANAGEMENT CHARGE

- 4.1 In August 2019, ZLIC discovered that the actual practice of calculation of annual management charge for eleven universal life products deviated from the terms and conditions for such products. The deviation arose from an error in the set up of the system calculation.

- 4.2 ZLIC has taken steps to rectify the breach by offering compensation to all policy holders who suffered losses resulting from the overcharge of annual management charge. The compensation process (other than in respect of the unpaid compensation as described below) was completed on 14 July 2020.

- 4.3 As at 28 February 2021, there was a total amount of unpaid compensation of HKD 18,205.05 involving 713 policyholders out of the total amount of compensation payable by ZLIC of HKD 317,313.65 for various reasons including where the policyholders were unreachable or had given no payment instructions (despite a reminder made by ZLIC in December 2020). In respect of such policyholders, ZLIC shall continue following up with each of them via telephone, SMS and/or email where the relevant contact information is available. In respect of those policyholders who were reachable but had given no payment instructions, ZLIC shall send a reminder to such policyholders on a quarterly basis. If any compensation remains unpaid, the unpaid amount will remain an obligation of ZLIC and will be retained by ZLIC and paid to the relevant policyholders at any time as requested by the policyholders. Once the Proposed Transfer is effected, the unpaid amount will be transferred to ZLIHK and ZLIHK will assume such payment obligations of ZLIC by virtue of the Scheme.

- 4.4 As of today, ZLIC has not received any complaints or objections from the affected policyholders and has responded to all the requisitions and comments so far raised by the relevant regulator(s) on this incident. In the unlikely event that any policyholders with unpaid compensation raises any queries after the Proposed Transfer, ZLIHK undertakes to address such queries in a professional and responsible manner.

5. OTHERS

- 5.1 Based on the knowledge and assessment of ZLIC, other than the regulatory incidents set out in paragraphs 3 and 4 above, ZLIC is not aware of any other local regulatory non-compliance incidents with material outstanding remedial measures, to the effect that policyholders may be adversely affected by the Scheme.
- 5.2 As of today, ZLIC has not received any complaints or objections from any policyholders affected by any other local regulatory non-compliance incidents. If any policyholders (including those with unpaid compensation) raise any queries after the Proposed Transfer, ZLIHK undertakes to address such queries in a professional and responsible manner.

D. OTHER REGULATORY APPROVALS

6. All of the ZLIC HK Business which includes all the ILAS schemes currently underwritten by ZLIC Hong Kong Branch will form part of the Proposed Transfer. In respect of the change of issuer of the ILAS schemes authorized by the Securities and Futures Commission (the "SFC"), in addition to the prescribed documents regarding this Scheme having been served on the Insurance Authority pursuant to section 24(3)(c) of the Ordinance and the sanction of this Scheme by the Hong Kong Order, prior approval of the SFC will be required so that ZLIHK (an authorized insurer in Hong Kong) may continue to operate the ILAS schemes after the Proposed Transfer.

Other than the above, no additional regulatory approval will be required. In particular, although the Swiss Individual Life Policies underwritten by ZLIC through ZLIC Hong Kong Branch will also form part of the Proposed Transfer, ZLIC Hong Kong Branch has been advised by its legal adviser in Switzerland that the transfer of the Swiss Individual Life Policies from ZLIC to ZLIHK will not be subject to the approval of FINMA.

E. THE TRANSFER PROVISIONS

7. TRANSFER OF ASSETS

- 7.1 On and with effect from the Transfer Date, the Transferring Assets shall, by virtue of the Hong Kong Order and without any further act or instrument but subject to paragraph 10.1 below, be transferred by ZLIC to, and vested in, ZLIHK, subject to any Encumbrances in respect thereof.
- 7.2 ZLIHK shall accept without investigation or requisition such title as ZLIC shall have at the Transfer Date to each Transferring Asset then transferred.
- 7.3 ZLIC and ZLIHK shall as and when appropriate execute all such documents, including assignments, and do all such other acts and things as may be required to effect or perfect the transfer to, and vesting in, ZLIHK of any Transferring Asset.

8. TRANSFER OF LIABILITIES

- 8.1 On and with effect from the Transfer Date, each Transferring Liability shall, by virtue of the Hong Kong Order and without any further act or instrument and without

investigation or requisition but subject to paragraph 10.1 below, be transferred by ZLIC to, and become a liability of, ZLIHK, with the effect that ZLIC shall be entirely released from and ZLIHK shall assume all such Transferring Liabilities.

- 8.2 ZLIC and ZLIHK shall as and when appropriate execute all such documents, including assignments, and do all such other acts and things as may be required to effect or perfect the transfer to, and assumption by, ZLIHK of any Transferring Liability.

9. TRANSFER OF TRANSFERRING POLICIES

- 9.1 On and with effect from the Transfer Date, ZLIHK, shall become entitled to all of the rights, benefits, advantages and powers conferred on or vested in ZLIC under, or by virtue of, the Transferring Policies. The Transferring Policies shall on and with effect from the Transfer Date form part of ZLIHK's long term business carried on in or from Hong Kong.

- 9.2 On and with effect from the Transfer Date, all rights, benefits, advantages and powers against ZLIC conferred on or vested in the Transferring Policyholder or other third parties under or in relation to every Transferring Policy shall cease and shall be substituted by the same rights, benefits, advantages and powers against ZLIHK. On the Transfer Date, all Statutory Records and other information relating to the Transferring Policyholders, insureds, beneficiaries and assignees of, or any other persons relating to, the Transferring Policies, including, without limitation, the personal data (as defined under section 2 of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)) of such Transferring Policyholders, insureds, beneficiaries, assignees and other persons, which is held by ZLIC shall be transferred to ZLIHK and ZLIHK shall have the same rights, benefits, advantages and powers in holding and using (and transferring) such information as those of ZLIC prior to the Transfer Date.

- 9.3 In respect of the Transferring Policies under which premiums continue to be payable, the Transferring Policyholders of the Transferring Policies shall account to ZLIHK for any further premiums as and when they become due. ZLIHK shall be entitled to any and all defences, claims, counterclaims and the right of set-off against or under the Transferring Policies which would have been available to ZLIC prior to the Transfer Date.

- 9.4 ZLIHK shall be bound by, observe and perform all terms, conditions and covenants of the Transferring Policies, assume all liabilities and satisfy all claims and demands arising out of or in respect of the Transferring Policies in every way as if ZLIHK and not ZLIC had issued the Transferring Policies.

- 9.5 All terms and conditions of the Transferring Policies (including proposal, quotations, slips, or application forms, illustrative documents, principal brochures, offering documents, riders, schedules and declarations) shall remain unchanged save that, on and with effect from the Transfer Date, all references in the Transferring Policies to "ZLIC" or "ZLIC Hong Kong Branch", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents shall be read as reference to "ZLIHK", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents (as the case may be); and any reference to "ZLIC" or "ZLIC Hong Kong Branch" in the names of the Transferring Policies will be

read as a reference to "ZLIHK". In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by "ZLIC" or "ZLIC Hong Kong Branch", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents in relation to the Transferring Policies shall, on and with effect from the Transfer Date, be exercisable or required to be performed by "ZLIHK", its Board of Directors, Appointed Actuary, offices, auditors and any other officers and employees or agents.

10. FURTHER OR OTHER ACTS OR ASSURANCE

10.1 Without prejudice to the effect of this Scheme, to the extent that the Scheme and the Hong Kong Order are not effective in transferring and vesting any of the Transferring Assets, Transferring Liabilities or Transferring Policies under this Scheme to and in ZLIHK without further or other acts or assurance (including without limitation the need of obtaining further consent or approval):

- (i) ZLIC and ZLIHK shall do and execute and deliver or procure to be done and executed and delivered all such further acts, deeds, documents, instruments of conveyance, assignment, novation and transfer and all things as may be necessary to give effect to the Scheme, to transfer the ZLIC HK Business and all Transferring Assets, Transferring Liabilities and Transferring Policies to ZLIHK and as ZLIHK may request, in order to effectively convey, assign, transfer, vest and/or record title to each of the Transferring Assets, Transferring Liabilities and Transferring Policies and the ZLIC HK Business in ZLIHK as from the Transfer Date;
- (ii) pending completion of such acts, deeds, documents and things, ZLIC shall as from the Transfer Date:
 - (a) hold the beneficial interest in each of the affected Transferring Assets on trust for ZLIHK, to the extent that it has not been transferred to ZLIHK, and shall pay to ZLIHK promptly upon its receipt of any sums by it with respect to any such affected Transferring Assets; and
 - (b) hold or assume any liabilities in each of the affected Transferring Liabilities for and on behalf of and for the account of ZLIHK;
- (iii) ZLIHK shall from the Transfer Date (at its own costs) assist ZLIC to perform the obligations of ZLIC or discharge such liability of ZLIC in relation to such affected Transferring Assets, Transferring Liabilities and Transferring Policies and failing that, indemnify ZLIC against all liability and any reasonable costs or expense incurred by ZLIC that is directly attributable to such affected Transferring Assets, Transferring Liabilities and Transferring Policies; and
- (iv) ZLIC shall in any event as from the Transfer Date be subject to ZLIHK's directions in respect of any affected Transferring Assets, Transferring Liabilities and Transferring Policies referred to in paragraph 10.1(i) until the affected Transferring Assets, Transferring Liabilities and Transferring Policies are transferred to ZLIHK, and ZLIC shall have authority to act as attorney of ZLIHK in respect of such affected Transferring Assets, Transferring Liabilities and Transferring Policies for all such purposes.

11. CONTINUATION OR COMMENCEMENT OF PROCEEDINGS

- 11.1 By virtue of the Hong Kong Order, on and with effect from the Transfer Date, any judicial, quasi-judicial, disciplinary, administrative, arbitration or legal proceedings, claims or complaints (whether current, pending, threatened or future including those not yet in contemplation) by or against ZLIC in relation to the Transferring Policies, Transferring Assets and Transferring Liabilities shall be continued or commenced by or against ZLIHK in substitution for ZLIC, and ZLIHK shall be entitled to the same defences, claims, counterclaims and rights of set-off as ZLIC in respect thereof.

F. THE INSURANCE FUNDS OF ZLIHK

12. THE ZLIHK INSURANCE FUNDS

Establishment of ZLIHK Insurance Funds

- 12.1 Prior to the Transfer Date, ZLIHK shall have established the ZLIHK Life Insurance Fund and the ZLIHK Shareholder's Fund.
- 12.2 Prior to the Transfer Date, ZLIHK shall have established the ZLIHK Linked Fund for underwriting new Class C policies upon obtaining the requisite regulatory approval.
- 12.3 Effective from the Transfer Date, ZLIHK shall establish the ZLIHK Swiss Individual Fund.
- 12.4 ZLIHK shall procure that, when
- (a) new participating products are launched by ZLIHK; or
 - (b) the size of the potential liability under the participating policies in the ZLIHK Life Insurance Fund is, having regard to appropriate actuarial advice, large enough to warrant a separate fund for investment management,

a new sub-fund for Class A participating business will be established.

Allocation of Policies, Assets and Liabilities

- 12.5 On and with effect from the Transfer Date:
- (i) all Class A Policies (other than the Swiss Individual Life Policies under Class A) underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund;

- (ii) all Swiss Individual Life Policies under Class A Policies underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund; and
- (iii) all Linked Policies underwritten by ZLIC and in force immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund.

12.6 On and with effect from the Transfer Date, all Transferring Assets allocated to:

- (i) the ZLIC Life Insurance Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund;
- (ii) the ZLIC Swiss Individual Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund;
- (iii) the ZLIC Linked Fund, save for the Fund Surplus, immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund; and
- (iv) the Fund Surplus immediately prior to the Transfer Date shall be allocated to the ZLIHK Shareholder's Fund.

12.7 All beneficial interest in any property, assets or investments held on trust by ZLIC for ZLIHK pursuant to paragraph 10.1 above shall be allocated to the relevant funds (as applicable) to which such property, assets or investments would have been allocated.

12.8 On and with effect from the Transfer Date, all Transferring Liabilities allocated to:

- (i) the ZLIC Life Insurance Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Life Insurance Fund;
- (ii) the ZLIC Swiss Individual Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Swiss Individual Fund; and
- (iii) the ZLIC Linked Fund immediately prior to the Transfer Date shall be allocated to the ZLIHK Linked Fund.

12.9 All liabilities which are required to be satisfied by ZLIHK pursuant to paragraph 10.1 above shall be allocated to the relevant funds (as applicable) to which such liabilities would have been allocated.

G. MISCELLANEOUS PROVISIONS

13. PREMIUMS AND MANDATES

- 13.1 All premiums, loan repayments (if any, and interest thereon) and other amounts received or receivable by ZLIC (or its agents) in respect of any of the Transferring Policies on or after the Transfer Date shall be payable to ZLIHK (or its agents) after the Transfer Date.
- 13.2 ZLIHK (or its agents) shall be irrevocably authorized to endorse for payment any cheques, drafts, orders, postal orders or other instruments payable to, or to the order of, ZLIC (or its agents) and received by ZLIHK (or its agents) in respect of premiums paid or loan repayments (if any) under the Transferring Policies on or after the Transfer Date.
- 13.3 ZLIHK (either itself or via its agents) shall have the sole responsibility for billing and collecting premiums and paying all applicable levies and taxes in respect of premiums accrued under the Transferring Policies on or after the Transfer Date.
- 13.4 Any mandate, autopay authority, standing order or other instruction in force on the Transfer Date and providing for the payment by a bank or other intermediary of premiums payable to or received by ZLIC (or its agents) in respect of any of the Transferring Policies shall, from and after the Transfer Date, take effect as if the same had been provided for and authorized in favour of ZLIHK (or its agents).

14. COSTS AND EXPENSES

ZLIC Hong Kong Branch shall, out of its own funds, pay all costs in relation to the preparation of this Scheme and of ZLIHK's and its presentation to the Hong Kong Court for sanction and all other professional fees related thereto. None of such costs shall be borne by the funds maintained by ZLIC or ZLIHK pursuant to the Ordinance in respect of their respective long term business, general business or other policies of ZLIC or ZLIHK, or the policy holders thereof.

15. TRANSFER DATE

- 15.1 This Scheme shall become effective at 00:01 a.m. hours (Hong Kong time) on such date as ZLIC and ZLIHK may decide, which date shall be within 90 days after the date on which the Hong Kong Order is granted sanctioning this Scheme. Subject to the grant of the Hong Kong Order and the satisfaction of the above-mentioned conditions, it is expected that the Scheme will take effect on 1 September 2021, but it may be subject to change as mutually agreed between the parties.
- 15.2 Unless this Scheme shall become effective on or before 90 days after the date on which the Hong Kong Order is granted, or such later date and/or time, if any, as the parties may decide and the Hong Kong Court may allow, it shall lapse.

16. MODIFICATION

- 16.1 Subject to paragraph 16.3, ZLIC and ZLIHK may apply to the Hong Kong Court for consent to modify, vary or amend the terms of this Scheme, subject to any conditions which the Insurance Authority or the Hong Kong Court may impose.
- 16.2 Subject to paragraph 16.3, the terms of this Scheme shall be modified, varied or amended in accordance with such consent (with conditions, if any) as may be given by the Hong Kong Court under paragraph 16.1.
- 16.3 The consent of the Hong Kong Court shall not be required in relation to modification(s), variation(s) or amendment(s) to correct manifest error(s) of this Scheme provided that the Insurance Authority has been notified of the same and has indicated that it does not object thereto.

17. GOVERNING LAW

This Scheme shall be governed by the laws of Hong Kong.

THE SCHEDULE

Names of the existing insurance products of the Transferring Policies as of 28 February 2021

1. Abundant Life Insurance Plan
2. Brilliant Link
3. Critical Illness Income Protector
4. Critical Illness Protector
5. Delight Living
6. Deluxe Link
7. Deluxe Link Junior
8. Easy Protection Term Insurance Plan
9. Education Saver
10. Extra Care Critical Illness Insurance Plan
11. Extra Care Critical Illness 280 Insurance Plan
12. Family Care Accident Protector
13. Flexi Care
14. Golden Retirement
15. Harvest Link
16. Juvenile 128
17. Lady Protector
18. Lady Protector Plus
19. Life Insurance to Age 86 Plan
20. Maxi Link
21. Maxi Living
22. Platinum Saver Insurance Plan
23. Plenty Care Lady Protection Plan
24. Premier Saver
25. Prestige Living Protection Plan
26. Refundable Triple Protector
27. Renewable Term
28. Term Insurance
29. Term Insurance -Yearly Renewable
30. Royal Link
31. Senior Protector
32. Serene Living Protection Plan
33. Simply Life Insurance Plan
34. Single Premium Whole Life
35. Smart Education Saver
36. Smart Link
37. Smart Living
38. Smart Mortgage Insurance
39. Super Care Critical Illness Insurance Plan
40. Super Protector Critical Illness Plan
41. Supreme Care Critical Illness Insurance Plan
42. Talent Education Saver Insurance Plan

43. Treasure Link
44. Wealth Link
45. Well Cover Medical Insurance Plan
46. Whole Life Hospital Cash
47. Wise Care Critical Illness Insurance Plan
48. Credit Shield
49. Universal Health 100 Medical Plan
50. Endowment Insurance - Insurance with participation in profits
51. Term Risk Insurance - Insurance Plan 2000 with participation in surplus
52. Whole Life Insurance - Insurance with participation in profits
53. Whole Life Insurance - Life insurance without complimentary insurances
54. Annuity Insurance

原訟法庭
雜項程序

事關ZÜRICH LEBENSVERSICHERUNGS-GESELLSCHAFT AG

(亦稱為ZURICH LIFE INSURANCE COMPANY LTD)

- 及 -

事關蘇黎世人壽保險（香港）有限公司

- 及 -

事關《保險業條例》

根據《保險業條例》（香港法例第 41 章）第 24 條

向

蘇黎世人壽保險（香港）有限公司

轉讓

Zurich Life Insurance Company Ltd 香港分公司

香港長期業務之

計劃

2021 年 4 月 8 日

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A. 導言

1. 定義

1.1 在本計劃中，《保險業條例》中定義的詞彙和表述應具有《保險業條例》中界定的涵義，下列詞彙和表述應具有以下規定之涵義：

委任精算師	就 ZLIC 或 ZLIHK 而言，指根據《保險業條例》第 15(1)(b)條被委任為其精算師之人；
A 類保單	屬於 A 類（人壽及年金）長期業務的保單；
產權負擔	指任何抵押、押記、質押、留置權、選擇權、限制、優先取捨權、優先購買權、第三者權利或權益、任何種類的任何其他產權負擔或擔保權益，以及具有類似效力的任何其他類型的優先安排；
資金盈餘	指所有類別業務的保單所產生的且歸屬於 ZLIC 股東的承保利潤；
長期業務	具有《保險業條例》第 2 條給予該詞的涵義；
香港	指中華人民共和國香港特別行政區；
香港原訟法庭	指香港高等法院原訟法庭；
香港命令	指香港原訟法庭根據《保險業條例》第 24 條和第 25(1)條發出的（如授予）認許本計劃並進一步制定其實施規定的一項命令（包括任何後續命令）；
保監局	指根據《保險業條例》設立的保險業監管局；
相連保單	屬於 C 類（相連長期）長期業務的保單；
《保險業條例》	指《保險業條例》（香港法例第 41 章）；
保單	具有《保險業條例》第 2 條給予該詞的涵義；
擬議轉讓	具有第 2.5 條給予該詞的涵義；
本計劃	指本計劃的最初版本，以及根據第 16 條作出的任何修改；
法定記錄	指適用的法律或監管規定或公司管治規定（無論是否具有法律效力）要求 ZLIC 就 ZLIC 香港業務保存並由其保留管有的所有簿冊、文檔、登記簿、文件、往來信函、文書及其他記錄；

瑞士個人壽險保單	指由 ZLIC 透過其香港分公司承保但由位於瑞士的 ZLIC 總部管理並將按照第 2.2 段的描述由位於瑞士的 ZLIC 總部透過與 ZLIHK 的外判安排在該保單於轉讓日轉讓給 ZLIHK 之後繼續管理的 A 類保單；
轉讓協議	指將由 ZLIC 與 ZLIHK 簽訂的關於向 ZLIHK 轉讓 ZLIC 香港業務及 ZLIC 香港分公司的所有其他業務的轉讓協議；
轉讓資產	指： <ul style="list-style-type: none"> (i) 無論位於何處、歸屬於 ZLIC 香港業務的 ZLIC 財產、資產或投資（包括 ZLIC 在任何轉讓保單下或依任何轉讓保單享有的任何權利、酌情權、權限、權力或利益）；及 (ii) ZLIC 在下列各項下及依下列各項享有的權利、利益和權力： <ul style="list-style-type: none"> (a) ZLIC 與其保險中介就 ZLIC 香港業務簽訂的合約； (b) 轉讓再保險； (c) 有關 ZLIC 香港業務的任何租約、外包協議或安排、IT 及相關合約；及 (d) 與 ZLIC 香港業務有關或涉及 ZLIC 香港業務的任何其它合約、協議、安排或承諾；
轉讓日	指本計劃將根據第 15 條生效的時間和日期；
轉讓負債	指於轉讓日歸屬於 ZLIC 香港業務的所有 ZLIC 負債，包括但不限於轉讓保單和 ZLIC 香港業務下或與轉讓保單和 ZLIC 香港業務有關的負債和義務（不論是現時的、未來的或可能有的），以及相關負債，為免疑義，包括 ZLIC 於轉讓日之前作出的不當銷售或違規行為而產生的負債（包括罰款，罰金，損害賠償及應支付予保單持有人的賠償），以及任何有關轉讓保單的現時及/或未完結的申訴，法律程序及/或其他爭議解決程序；

轉讓保單	指(i)構成 ZLIC 於香港承保的 A 類（人壽及年金）（未免疑義，包括瑞士個人壽險保單）或 C 類（相連長期）長期業務且於轉讓日其項下仍有任何未償負債的任何保單，不論該等保單是否已恢復、已過期、失效、到期、放棄、終止或發生其他情形，包括與該等保單有關的所有保險單建議書或申請、證書、補充保險保障、背書、附加計劃及附屬協議；以及(ii)ZLIC 已收到但 ZLIC 在轉讓日之前尚未完成處理（應由 ZLIHK 在轉讓日之後處理）的所有保單續保建議書或申請。轉讓保單於截至 2021 年 2 月 28 日之現有保險產品的名稱列於本計劃附件中，並僅供參考；
轉讓保單持有人	指轉讓保單之持有人；
轉讓再保險	指 ZLIC 就轉讓保單進行再保險的任何再保險協議或安排；
ZLIC	指 Zurich Life Insurance Company Ltd，一家於瑞士註冊成立的公司，公司編號為 CHE-100.023.846，其註冊辦事處位於 Austrasse 46, 8045 Zurich, Switzerland，於香港註冊為一家非香港公司，公司編號為 F0001435，其在香港的主要營業地位於香港港島東華蘭路 18 號港島東中心 25-26 樓，為共同呈請人之一；
ZLIC 香港業務	指 ZLIC 於香港或自香港經營的長期業務，包括經營轉讓保單、轉讓資產和轉讓負債，以及與該等業務相關、附屬於該等業務及以該等業務為目的於香港或自香港開展的所有其他業務；
ZLIC 香港分公司	指 Zurich Life Insurance Company Ltd，透過其香港分公司行事；
ZLIC 壽險基金	指 ZLIC 於轉讓日之前就 ZLIC 香港業務的 A 類保單(除了瑞士個人壽險保單外)設立並維持的壽險基金，名稱為「Zurich Life Insurance Company Ltd 壽險基金（A 類）」；
ZLIC 相連基金	指 ZLIC 於轉讓日之前就 ZLIC 香港業務的相連保單設立並維持的壽險基金，名稱為「相連基金（C 類）」；
ZLIC 瑞士個人基金	指 ZLIC 於轉讓日之前就 ZLIC 香港業務的瑞士個人壽險保單設立並維持的壽險基金，名稱為「Zurich Life Insurance Company Ltd 瑞士個人基金（A 類）」；

ZLIHK	指蘇黎世人壽保險（香港）有限公司，一家於香港註冊成立的公司，其註冊地址位於香港港島東華蘭路 18 號港島東中心 25-26 樓，為共同呈請人之一；
ZLIHK 壽險基金	指 ZLIHK 於轉讓日前就 A 類保單(除了瑞士個人壽險保單外)應已設立並維持的壽險基金，名稱為「蘇黎世人壽保險（香港）有限公司保險基金（A 類）」；
ZLIHK 瑞士個人基金	指 ZLIHK 將於轉讓日當日及/或之後就瑞士個人壽險保單設立並維持的壽險基金，名稱為「蘇黎世人壽保險（香港）有限公司瑞士個人基金（A 類）」；
ZLIHK 相連基金	指 ZLIHK 就相連保單應已於轉讓日之前設立並維持的壽險基金，名稱為「蘇黎世人壽保險（香港）有限公司相連基金（C 類）」；及
ZLIHK 股東基金	指 ZLIHK 於轉讓日之前就 ZLIHK 的實繳資本應已設立並維持的股東基金，名稱為「蘇黎世人壽保險（香港）有限公司股東基金」。

1.2 在本計劃中，對下列各項的任何提述，其含義如下：

- (i) 「類」指《保險業條例》附表 1 第 2 部或第 3 部（視情況而定）規定的某一類別的長期或一般業務；
- (ii) 「財產」一詞包括（但不限於）各種描述的財產、資產、權利（不論是現時的、未來的、已歸權的或可能有的）、酌情權、權限、利益和權力；
- (iii) 「負債」一詞包括（但不限於）各種描述的和義務（不論是現時的、未來的或可能有的）；及
- (iv) 「包括」或「包含」指包括或包含但不限於。

1.3 對單數形式的任何提述包括複數形式，反之亦然。

1.4 除非另有說明，否則，對任何法案、法規、條例或規例的任何提述應指經不時修訂的該等法案、法規、條例或規例。

B. 簡介

2. ZLIC 與 ZLIHK

2.1 ZLIC 於瑞士註冊成立，從 1922 年 12 月 28 日起在蘇黎世州商業登記冊中登記。ZLIC 是 Zurich Insurance Group Ltd.的全資附屬公司，Zurich Insurance Group Ltd.的股份在瑞士證券交易所上市，且是蘇黎世集團（“Zurich Group”）的最終母公司。ZLIC 是由瑞士金融市場監管局（「FINMA」）發牌和監督的保險承保人。ZLIC 的註冊辦事處位

於 Austrasse 46, 8045 Zurich, Switzerland。ZLIC 亦於 1984 年 8 月 31 日根據原《公司條例》（第 32 章）第 11 部（現為《公司條例》（第 622 章）第 16 部）註冊為一家非香港公司。

- 2.2 ZLIC 是一家根據《保險業條例》獲授權的保險公司，獲授權在香港或從香港經營 A 類（人壽及年金）、C 類（相連長期）及 I 類（退休計劃管理第 III 類）的長期業務。作為其 A 類長期業務的一部分，ZLIC 已透過其香港分公司（「ZLIC 香港分公司」）承保瑞士個人壽險保單，但此類保單的會計結算和管理（包括支付索賠和收取保費）由位於瑞士的 ZLIC 總部負責並將由位於瑞士的 ZLIC 總部透過與 ZLIHK 的外判安排在該保單於轉讓日轉讓給 ZLIHK 之後繼續負責，以將直接對客戶的潛在影響減至最低。然而，作為其日常業務審查的一部分，ZLIHK 可以完善該保單的長期管理為由而對該外判安排作重新評估，決定是否繼續該外判安排。從 2016 年 12 月 1 日起，一項附註已被加入了由保監局保管的獲授權保險人登記冊中，指出 Zurich Life Insurance Company Ltd 「已停止在香港或從香港訂立任何新的保險合約」。雖然 ZLIC 獲授權經營 I 類（退休計劃管理第 III 類）長期業務，但 ZLIC 並無任何此類現有業務。ZLIC 於香港的主要營業地位於香港港島東華蘭路 18 號港島東中心 25-26 樓。在轉讓日之後，ZLIC 有意申請取消授權為《保險業條例》下的獲授權的保險公司可以在香港或從香港經營任何長期業務。
- 2.3 ZLIHK 於 2018 年 5 月 7 日於香港註冊成立。
- 2.4 ZLIHK 是 Zurich Insurance Holdings (Hong Kong) Limited 的全資附屬公司，Zurich Insurance Holdings (Hong Kong) Limited 則是 Zurich Insurance Company Ltd.（「ZICL」）的全資附屬公司。ZLIC 也是 ZICL 的全資附屬公司，而它們全部都是 Zurich Group 旗下的公司。ZICL 是一家全球保險公司，其管理的資產約為 303,433,000,000 美元（截至 2020 年 12 月 31 日，包括集團投資和單位相連投資，以及由第三方管理並賺取費用的資產）。除香港之外，ZICL 和其附屬公司在歐洲、中東、非洲、北美、亞太和拉丁美洲等其他主要市場以及多於 215 個國家經營業務。
- 2.5 作為蘇黎世集團戰略舉措的一部分，蘇黎世集團擬將 ZLIC 香港業務轉讓予 ZLIHK 並由 ZLIHK 承繼（「擬議轉讓」）。為此目的，ZLIC 和 ZLIHK 將就擬議轉讓簽訂一份轉讓協議。ZLIC 和 ZLIHK 認為轉讓將帶來以下益處：
- (a) 簡化 ZLIC 的公司結構，消除 ZLIC 內部因其香港和非香港業務適用不同的風險狀況和監管制度而造成的壓力，從而提高集團內部的合規效率；
 - (b) 將決策權分配予 ZICL 集團內的不同實體，從而改進 ZICL 集團人壽保險業務的經營，使 ZICL 集團內每個地區能夠實施最符合其市場、保單持有人和股東需要的策略；
 - (c) 更好地按地區調整 ZICL 集團的業務；
 - (d) 提高 ZICL 集團人壽保險業務的經營效率；及
 - (e) 提高集團內部審計和監管合規的效率；由於 ZLIHK 於香港註冊成立，因此僅須遵守香港監管制度，而無須額外遵守適用於 ZLIC 香港分公司的瑞士監管要求。

- 2.6 為接管由 ZLIC 經營的 ZLIC 香港業務，ZLIHK 已於 2020 年 1 月 2 日向保監局呈交申請，以獲授權在香港或從香港經營 A 類及 C 類之長期業務。於 2020 年 3 月 23 日，保監局已向 ZLIHK 授予正式授權，允許其在香港或從香港經營該等類之長期業務。
- 2.7 ZLIC 香港業務的擬議轉讓因此將會成為轉讓協議下所擬交易的一部分。
- 2.8 本計劃的目的是根據《保險業條例》第 24 條和第 25(1)條將 ZLIC 香港業務由 ZLIC 轉讓予 ZLIHK。
- 2.9 ZLIC 與 ZLIHK 同意根據《保險業條例》第 24 條向香港原訟法庭呈交申請，根據本計劃的條款將 ZLIC 香港業務由 ZLIC 轉讓予 ZLIHK。該轉讓須按依據《保險業條例》第 24 條和第 25(1)條發出的香港命令進行。
- 2.10 除非有關本計劃的訂明文件已按照《保險業條例》第 24(3)(c)條送達保監局及本計劃經香港命令得到認許，否則本計劃所擬之擬議轉讓將不會進行。

C. 監管合規事項

3. 單位交易

- 3.1 ZLIC 是 ZLIC 香港業務下的所有投資相連壽險計劃（「ILAS」）的發行人。於 2013 年 10 月，ZLIC 對九款 ILAS 產品的單位交易機制進行了某些變更，但未事先通知保單持有人和進行需要的監管程序。由於單位交易機制的變更，部分單位買賣交易發生一天延遲，這可能導致保單持有人的潛在投資回報蒙受損失。
- 3.2 ZLIC 已採取措施糾正此等違規行為，向在受影響期間曾就其 ILAS 保單進行單位買賣交易的所有保單持有人提供補償。ZLIC 亦已經就 2013 年的變更通知所有受影響的保單持有人。補償程序（除以下描述的未支付賠償外）已於 2020 年 12 月 18 日完成。
- 3.3 直至 2021 年 2 月 28 日，基於各種理由，包括未能聯絡保單持有人或未收到付款指示（儘管 ZLIC 於 2020 年 12 月作出了一次提示），在 ZLIC 應支付之賠償總額的 246,964.68 美元（相當於大約港幣 1,926,324.50 元）當中有 9,224.34 美元（相當於大約港幣 71,949.85 元）涉及 1,338 位保單持有人的未支付賠償。有關該等保單持有人，ZLIC 如擁有相關的聯絡資料，應繼續透過電話，短訊及/或電郵與他們跟進。有關可聯絡但未提供付款指示的保單持有人，ZLIC 將每季向該等保單持有人發出提示。如任何賠償仍未支付，該未支付金額將繼續成為 ZLIC 的責任，並將由 ZLIC 保留並隨時在有關保單持有人要求時支付予他們。一旦該擬議轉讓生效，該未支付金額將會轉移至 ZLIHK，而 ZLIHK 將根據本計劃承擔該付款責任。
- 3.4 到今日為止，ZLIC 沒有收到任何來自受影響的保單持有人的投訴或反對，並已回覆了相關監管機構至今就此事件提出的所有提問和意見。倘若在不大可能出現的情況下，任何持有未支付賠償的保單持有人在擬議轉讓後提出任何疑問，ZLIHK 承諾以專業和負責的方式處理該等疑問。

4. 年度管理費

- 4.1 於 2019 年 8 月，ZLIC 發現十一款萬用壽險產品計算年度管理費的實際做法與該等產品的條款及條件不符。此等不符是因系統計算設置有誤所致。
- 4.2 ZLIC 已採取措施糾正此等違規行為，向所有保單持有人因多收年度管理費而受到的損失提供補償。補償程序（除以下描述的未支付賠償外）已於 2020 年 7 月 14 日完成。

4.3 直至 2021 年 2 月 28 日，基於各種理由，包括未能聯絡保單持有人或未收到付款指示（儘管 ZLIC 於 2020 年 12 月作出了一次提示），在 ZLIC 應支付之賠償總額的港幣 317,313.65 元當中有港幣 18,205.05 元涉及 713 位保單持有人的未支付賠償。有關該等保單持有人，ZLIC 如擁有相關的聯絡資料，應繼續透過電話，短訊及/或電郵與他們跟進。有關可聯絡但未提供付款指示的保單持有人，ZLIC 將每季向該等保單持有人發出提示。如任何賠償仍未支付，該未支付金額將繼續成為 ZLIC 的責任，並將由 ZLIC 保留並隨時在有關保單持有人要求時支付予他們。一旦該擬議轉讓生效，該未支付金額將會轉移至 ZLIHK，而 ZLIHK 將根據本計劃承擔該付款責任。

4.4 到今日為止，ZLIC 沒有收到任何來自受影響的保單持有人的投訴或反對，並已回復了相關監管機構至今就此事件提出的所有提問和意見。倘若在不大可能出現的情況下，任何持有未支付賠償的保單持有人在擬議轉讓後提出任何疑問，ZLIHK 承諾以專業和負責的方式處理該等疑問。

5. 其他

5.1 根據 ZLIC 的認知和判斷，除上文第 3 條及第 4 條所列的監管事件外，ZLIC 沒有發現任何需要重大補救措施的本地監管不合規事件，會令保單持有人可能因為此計劃而受到不利影響的。

5.2 到今日為止，ZLIC 沒有收到任何來自受任何其他本地監管不合規事件影響的保單持有人的投訴或反對。如任何保單持有人（包括持有未支付賠償的保單持有人）在擬議轉讓後提出任何疑問，ZLIHK 承諾以專業和負責的方式處理該等疑問。

D. 其他監管批准

6. 所有 ZLIC 香港業務，包括所有目前由 ZLIC 香港分公司承保的 ILAS 計劃，會成為擬議轉讓的一部分。有關證券及期貨事務監察委員會（「證監會」）認可之 ILAS 計劃的發行人的變更，除了要按照《保險業條例》第 24(3)(c)條向保監局送達有關本計劃的訂明文件及得到香港命令向本計劃發出的認許外，還需要獲得證監會的事先批准，ZLIHK(香港的獲授權保險公司)才可以在擬議轉讓後繼續經營 ILAS 計劃。

除上文以外，擬議轉讓無需獲得其他的監管批准。尤其，儘管 ZLIC 通過 ZLIC 香港分公司承保的瑞士個人壽險保單也將成為擬議轉讓的一部分，根據 ZLIC 香港分公司的瑞士法律顧問的意見，瑞士個人壽險保單從 ZLIC 到 ZLIHK 的轉讓將無需獲得 FINMA 的批准。

E. 轉讓規定

7. 資產的轉讓

7.1 於轉讓日當日並由轉讓日起，轉讓資產應依據香港命令，無須任何進一步的行動或文書，但須遵守下文第 10.1 條之規定，由 ZLIC 轉讓予 ZLIHK 並歸屬於 ZLIHK（須受限於與該等資產相關的任何產權負擔）。

7.2 ZLIHK 應不經調查或查問接受 ZLIC 於轉讓日對屆時轉讓的每項轉讓資產享有的所有權。

7.3 ZLIC 與 ZLIHK 應於適當之時為實行或完成向 ZLIHK 轉讓任何轉讓資產並使其歸屬於 ZLIHK 而簽署所有必要文件（包括轉讓協議）並採取/辦理所有其他必要的行動和事宜。

8. 負債的轉讓

8.1 於轉讓日當日並由轉讓日起，每項轉讓負債應依據香港命令，無須任何進一步的行動或文書，亦不經調查或查問，但須遵守下文第 10.1 條之規定，由 ZLIC 轉讓予 ZLIHK

並成為 ZLIHK 的負債，而 ZLIC 對該等轉讓負債的責任應完全解除，且 ZLIHK 應承擔所有該等轉讓負債。

- 8.2 ZLIC 與 ZLIHK 應於適當之時為實行或完成向 ZLIHK 轉讓任何轉讓負債並由 ZLIHK 承擔任何轉讓負債而簽署所有必要文件（包括轉讓協議）並採取/辦理所有其他必要的行動和事宜。

9. 轉讓保單的轉讓

- 9.1 於轉讓日當日並由轉讓日起，ZLIHK 應享有在轉讓保單下或依轉讓保單賦予或歸屬於 ZLIC 的一切權利、利益、益處和權力。於轉讓日當日並由轉讓日起，轉讓保單應構成 ZLIHK 在香港或從香港經營的長期業務的一部份。
- 9.2 於轉讓日當日並由轉讓日起，每張轉讓保單下或就每張轉讓保單賦予或歸屬於轉讓保單持有人或其他第三方針對 ZLIC 的一切權利、利益、益處和權力均告終止，並應替代為針對 ZLIHK 具有的該等相同權利、利益、益處和權力。於轉讓日，ZLIC 持有的關於轉讓保單的轉讓保單持有人、受保人、受益人及受讓人或轉讓保單所涉及的任何其他人的所有法定記錄和其他資料，包括但不限於該等轉讓保單持有人、受保人、受益人、受讓人及其他人的個人資料（《個人資料（私隱）條例》（香港法例第 486 章）第 2 條所界定），均應轉讓予 ZLIHK，而 ZLIHK 對持有和使用（及轉移）該等資料應具有與 ZLIC 在轉讓日之前所具有的同樣權利、利益、益處及權力。
- 9.3 就應繼續繳納保費之轉讓保單，轉讓保單之轉讓保單持有人應於保費到期應繳時向 ZLIHK 支付保費。ZLIHK 對轉讓保單或在轉讓保單下應享有轉讓日之前 ZLIC 本可享有的任何及所有辯護、索償、反索償及抵銷權。
- 9.4 ZLIHK 在所有方面均應遵守和履行轉讓保單的所有條款、條件及契諾並受其約束，承擔因轉讓保單產生的或與轉讓保單有關的所有負債，並清償/滿足因轉讓保單產生的或與轉讓保單有關的所有索償和請求，如同轉讓保單是由 ZLIHK 而非 ZLIC 簽發的。
- 9.5 轉讓保單的所有條款和條件（包括建議書、報價、結單或申請書、說明文件、銷售說明書、銷售文件、附加計劃、附表和聲明），除下述變更外應保持不變：於轉讓日當日並由轉讓日起，轉讓保單中凡提述「ZLIC」或「ZLIC 香港分公司」、其董事會、委任精算師、辦事處、核數師及任何其他高級職員和僱員或代理人之處，均應理解為提述的是「ZLIHK」、其董事會、委任精算師、辦事處、核數師及任何其他高級職員和僱員或代理人（視情況而定）；且轉讓保單的名稱中凡提述「ZLIC」或「ZLIC 香港分公司」之處均應理解為提述的是「ZLIHK」。尤其是（但不限於此），「ZLIC」或「ZLIC 香港分公司」、其董事會、委任精算師、辦事處、核數師及任何其他高級職員和僱員或代理人就轉讓保單可行使的或表明可由其行使的所有權利和義務或將由其履行的責任，於轉讓日當日並由轉讓日起，可由「ZLIHK」、其董事會、委任精算師、辦事處、核數師及任何其他高級職員和僱員或代理人行使或須由其履行。

10. 進一步或其他的行為或保證

- 10.1 在不減損本計劃效力的條件下，若在不作出進一步或其他的行為或保證（包括但不限於需要取得進一步同意或批准）的情況下，本計劃和香港命令即不能有效地將本計劃下的任何轉讓資產、轉讓負債或轉讓保單轉讓予 ZLIHK 並歸屬於 ZLIHK，則：
- (i) ZLIC 和 ZLIHK 應自行或促使他人採取、簽署和交付使本計劃生效、將 ZLIC 香港業務和所有轉讓資產、轉讓負債和轉讓保單轉讓予 ZLIHK 所需的以及 ZLIHK 可能要求的所有必要的進一步行為、契據、文件、轉易、出讓、更替和轉讓文據以及所有必要的事宜，以便由轉讓日起有效地將各轉讓資產、轉讓負債和轉讓保

單的所有權及 ZLIC 香港業務轉易、出讓、轉讓、歸屬於 ZLIHK 並/或記錄在 ZLIHK 名下；

- (ii) 在完成該等行為、契據、文件和事宜前，ZLIC 應由轉讓日起：
 - (a) 為 ZLIHK 以信託形式持有未轉讓予 ZLIHK 的各受影響轉讓資產中的實益權益，並在其收到任何和該等受影響轉讓資產有關的任何款項後立即支付予 ZLIHK；及
 - (b) 為並代表 ZLIHK 並為 ZLIHK 的賬戶持有或承擔各受影響轉讓負債中的任何負債；
- (iii) ZLIHK 應由轉讓日起（自負費用）協助 ZLIC 履行 ZLIC 有關該等受影響轉讓資產、轉讓負債和轉讓保單下的義務並清償 ZLIC 有關該等受影響轉讓資產、轉讓負債和轉讓保單下的該等負債，否則，ZLIHK 應就 ZLIC 直接歸因於該等受影響轉讓資產、轉讓負債和轉讓保單招致的所有負債和任何合理的費用或開支對 ZLIC 作出彌償；及
- (iv) 在任何情況下，ZLIC 應由轉讓日起遵從 ZLIHK 就第 10.1(i)條所述任何受影響的轉讓資產、轉讓負債和轉讓保單作出的指示，直至受影響的轉讓資產、轉讓負債和轉讓保單轉讓予 ZLIHK 為止，且 ZLIC 有權為所有該等目的就該等受影響的轉讓資產、轉讓負債和轉讓保單作為 ZLIHK 的代理人事。

11. 程序的繼續或開始

- 11.1 依據香港命令，於轉讓日當日並由轉讓日起，由 ZLIC 提起的或針對 ZLIC 提起的與轉讓保單、轉讓資產和轉讓負債有關的任何司法、準司法、紀律處分、行政、仲裁或法律程序、索賠或申訴（不論是現時的、未完結的、威脅的或將來的，包括尚未擬議的），應由 ZLIHK 取代 ZLIC，由 ZLIHK 繼續或開始提起或針對 ZLIHK 繼續或開始提起，而 ZLIHK 應享有與 ZLIC 就該等程序所享有的相同的辯護、索償、反索償及抵銷權。

F. ZLIHK 的保險基金

12. ZLIHK 保險基金

設立 ZLIHK 保險基金

- 12.1 於轉讓日前，ZLIHK 應已設立 ZLIHK 壽險基金和 ZLIHK 股東基金。
- 12.2 於轉讓日前並在獲得了必要的監管批准後，ZLIHK 應已設立 ZLIHK 相連基金，以承保新的 C 類保單。
- 12.3 由轉讓日起，ZLIHK 應設立 ZLIHK 瑞士個人基金。
- 12.4 ZLIHK 應確保於下列之時：
- (a) ZLIHK 推出新的分紅產品；或
 - (b) 在考慮適當精算建議的情況下，ZLIHK 壽險基金中分紅保單下的潛在負債已達相當規模，因而有必要為投資管理之目的設立另外一個基金，

將為 A 類分紅業務設立新的子基金。

保單、資產和負債的分配

12.5 於轉讓日當日並由轉讓日起：

- (i) 截至轉讓日前由 ZLIC 承保並且生效的所有 A 類保單（A 類中的瑞士個人壽險保單除外）應分配予 ZLIHK 壽險基金；
- (ii) 截至轉讓日前由 ZLIC 承保並且生效的 A 類保單中的所有瑞士個人壽險保單應分配予 ZLIHK 瑞士個人基金；及
- (iii) 截至轉讓日前由 ZLIC 承保並且生效的所有相連保單應分配予 ZLIHK 相連基金。

12.6 於轉讓日當日並由轉讓日起：

- (i) 截至轉讓日前分配予 ZLIC 壽險基金的所有轉讓資產（資金盈餘除外）應分配予 ZLIHK 壽險基金；
- (ii) 截至轉讓日前分配予 ZLIC 瑞士個人基金的所有轉讓資產（資金盈餘除外）應分配予 ZLIHK 瑞士個人基金；
- (iii) 截至轉讓日前分配予 ZLIC 相連基金的所有轉讓資產（資金盈餘除外）應分配予 ZLIHK 相連基金；及
- (iv) 截至轉讓日前分配予資金盈餘的所有轉讓資產應分配予 ZLIHK 股東基金。

12.7 ZLIC 根據上文第 10.1 條為 ZLIHK 以信託形式持有的任何財產、資產或投資中的所有實益權益應分配予該等財產、資產或投資本應分配的相關基金（如適用）。

12.8 於轉讓日當日並由轉讓日起：

- (i) 截至轉讓日前分配予 ZLIC 壽險基金的所有轉讓負債應分配予 ZLIHK 壽險基金；
- (ii) 截至轉讓日前分配予 ZLIC 瑞士個人基金的所有轉讓負債應分配予 ZLIHK 瑞士個人基金；及
- (iii) 截至轉讓日前分配予 ZLIC 相連基金的所有轉讓負債應分配予 ZLIHK 相連基金。

12.9 根據上文第 10.1 條須由 ZLIHK 清償的所有負債應分配予該等負債本應分配的相關基金（如適用）。

G. 一般規定

13. 保費及委托書

13.1 ZLIC (或其代理人)於轉讓日當日或之後就任何轉讓保單收到的或應收的所有保費、貸款還款（如有，及其利息）及其他款項於轉讓日之後均應支付予 ZLIHK (或其代理人)。

13.2 ZLIHK (或其代理人)應獲不可撤銷的授權，認可於轉讓日當日或之後 ZLIHK 收到的與轉讓保單下繳納保費或貸款還款（如有）有關的、收款人為 ZLIC(或其代理人)或憑 ZLIC(或其代理人)指示支付的任何支票、匯票、郵政匯單或其他票據以完成付款。

13.3 於轉讓日當日或之後，ZLIHK(自身或通過其代理人)應獨自負責計算及收取保費並繳付與轉讓保單下累算的保費有關的一切適用徵費及稅項。

13.4 於轉讓日當日有效並指定銀行或其他中介機構就任何轉讓保單支付應付予 ZLIC(或其代理人)或 ZLIC(或其代理人)收取之保費的任何委托書、自動轉賬授權、定期支付指令或其他指示，由轉讓日起並於轉讓日之後，應如同前述各項是以 ZLIHK(或其代理人)為受益人而指定和授權一般而生效。

14. 費用及開支

ZLIC 香港分公司應以其自有資金支付與擬備本計劃及 ZLIHK 和其將本計劃呈交香港原訟法庭申請認許有關的所有費用以及與此相關的所有其他專業服務費用。該等費用不應由 ZLIC 或 ZLIHK 根據《保險業條例》維持的與其各自的長期業務、一般業務或者 ZLIC 或 ZLIHK 的其他保單或該等保單之保單持有人有關的基金承擔。

15. 轉讓日

15.1 本計劃應於 ZLIC 與 ZLIHK 共同決定的一個日期的凌晨零時零一分（香港時間）生效，該日期應為頒發香港命令認許本計劃之日後 90 日之內的一日。在獲得香港命令及滿足上述條件的前提下，預計本計劃將於 2021 年 9 月 1 日生效，但經雙方一致同意後可更改該日期。

15.2 除非本計劃於頒發香港命令之日後第 90 日當日或之前的一日，或者於雙方決定且香港原訟法庭允許的較後日期和/或時間（如有）生效，否則，本計劃將失效。

16. 修改

16.1 在遵守第 16.3 條的前提下，ZLIC 和 ZLIHK 可向香港原訟法庭申請其同意修改、變更或修訂本計劃的條款，但須滿足保監局或香港原訟法庭可能施加的任何條件。

16.2 在遵守第 16.3 條的前提下，本計劃的條款應根據第 16.1 條中香港原訟法庭作出的同意（及施加的條件，如有）加以修改、變更或修訂。

16.3 糾正本計劃中明顯錯誤的修改、變更或修訂無須獲得香港原訟法庭的同意，但條件是，應就上述修改、變更或修訂向保監局作出通知，並且保監局表明其不反對上述修改、變更或修訂。

17. 管轄法律

本計劃受香港法律管轄。

附件

轉讓保單於2021年2月28日之現有保險產品的名稱

1. 「豐盈人生」保障計劃
2. 「金尊寶」退休保障計劃
3. 「息康保」危疾保障計劃
4. 「全健保」危疾保障計劃
5. 「寫意人生」保障計劃
6. 「至尊寶」保障計劃
7. 「狀元寶」教育儲蓄保障計劃
8. 易寶定期壽險計劃
9. 智才計劃
10. 至關懷危疾保障 100 計劃 L
11. 至關懷危疾保障 280 計劃 N
12. 萬全家護意外保障計劃
13. 「逸康」住院現金回贈計劃
14. 「金輝歲月」退休保障計劃
15. 「富歲寶」退休保障計劃
16. 才智 128
17. 「美麗人生」女性保障計劃
18. 「美麗人生」女性保障計劃
19. 86 歲人壽保障計劃
20. 「尚富寶」保障計劃
21. 添保人生
22. 「尊貴人生」儲蓄保障計劃
23. 娉婷人生女性保障計劃
24. 「尊尚人生」儲蓄保障計劃
25. 「雋富人生」保障計劃
26. 「積存保」綜合保障計劃
27. 定期壽險 (Renewable Term)
28. 定期壽險 (Term Insurance)
29. 定期壽險 - 每年續保
30. 「富綽寶」
31. 「松柏人生」長者保障計劃
32. 「安裕人生」保障計劃
33. 「簡約人生」保障計劃
34. 現金及終身受保權益保單
35. 「優異生」教育儲蓄保障計劃
36. 「盛富寶」保障計劃
37. 「聚寶人生」保障計劃
38. 「置樂保」按揭保障計劃
39. 「倍盈康」危疾保障計劃
40. 「摯盈康」危疾保障計劃
41. 「全關懷」危疾保障計劃
42. 「資優星」

43. 「創富寶」保障計劃
44. 「匯富寶」理財保障計劃
45. 「全護您」醫療保障計劃
46. 「保一世」住院現金保障計劃
47. 「聰明之選」危疾保障計劃
代網繆
48. 全健 100 醫療保險計劃
49. Endowment Insurance - Insurance with participation in profits
50. Term Risk Insurance - Insurance Plan 2000 with participation in surplus
51. Whole Life Insurance - Insurance with participation in profits
52. Whole Life Insurance - Life insurance without complimentary insurances
53. Annuity Insurance

HCMP 460 /2021

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE
REGION
COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS
NO. 460 OF 2021

IN THE MATTER of ZÜRICH
LEBENSVERSICHERUNGS-GESELLSCHAFT
AG (ALSO KNOWN AS ZURICH LIFE
INSURANCE COMPANY LTD)
1st Petitioner

and

IN THE MATTER of ZURICH LIFE INSURANCE
(HONG KONG) LIMITED
2nd Petitioner

and

IN THE MATTER of AN APPLICATION UNDER
SECTION 24 AND SECTION 25 OF THE
INSURANCE ORDINANCE (CAP. 41)

PETITION

DATED the 8th of April 2021
FILED the 8th of April 2021

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