

SUMMARY OF THE SCHEME

1. INTRODUCTION

- 1.1 This summary sets out key information on the proposed transfer of the retirement and investments business of the UK branch (“**UK Branch**”) of MetLife Europe d.a.c. (“**MetLife Europe**”) to MetLife UK Limited (“**MetLife UK**”).
- 1.2 The transfer will be achieved through a scheme under Part VII of the Financial Services and Markets Act 2000 (“**FSMA**”) (the “**Scheme**”).
- 1.3 Capitalised terms that are not otherwise defined in this summary have the meaning given to them in the Scheme document.

2. TRANSFER OF THE TRANSFERRING BUSINESS

Transferring Business

- 2.1 Subject to the approval of the Court, the business of the UK Branch relating to the below policies will transfer from MetLife Europe to MetLife UK:
 - 2.1.1 MetLife ISAPortfolio;
 - 2.1.2 MetLife Trustee Investment Plan and the MetLife Trustee Retirement Portfolio;
 - 2.1.3 MetLife Retirement Portfolio; and
 - 2.1.4 MetLife Investment Bond Portfolio UK.
- 2.2 This business is referred to as the Transferring Business in the Scheme and each of the above policies is a Transferring Policy.
- 2.3 If the Scheme is approved by the Court, MetLife UK will acquire all of the rights, benefits and powers of MetLife Europe in relation to the Transferring Policies together with all of its liabilities under them. This means that MetLife UK will be responsible for paying all benefits and meeting all other obligations that previously sat with MetLife Europe.
- 2.4 Similarly, following the transfer, the holders of the Transferring Policies will have the same rights against MetLife UK in respect of their policies as they currently have against MetLife Europe, and will have the same obligations. This means that any further contributions to your policy that are currently permitted would be paid to MetLife UK.
- 2.5 Some contracts entered into by MetLife Europe that relate to the Transferring Business will be either transferred or extended under the Scheme. The contracts to be transferred (known as the Transferring Contracts) will take effect between the contracting party and MetLife UK on the same terms as currently apply between the contracting party and MetLife Europe. A list of Transferring Contracts can be found in Schedule 1 to the Scheme. Some contracts relating to the Transferring Business cannot be transferred outright to MetLife UK because MetLife Europe will still require some of the services provided under the relevant contract in order to service non-Transferring Business. Where this is the case, the contract will be extended so that it extends to MetLife UK the same rights and obligations in respect of the Transferring Business as are currently afforded to MetLife Europe, whilst also continuing on its original terms with MetLife Europe in respect of non-Transferring Business. These contracts are known as Extending Contracts and a list of Extending Contracts can be found in Schedule 1 to the Scheme.

Linked Funds

- 2.6 Benefits under Transferring Policies are linked to assets allocated to funds maintained by MetLife Europe. Each of these linked assets, and associated liabilities, will be re-allocated to new funds established and maintained by MetLife UK. Each of the new MetLife UK funds will comprise the same value and number of units as were comprised in the funds maintained by MetLife Europe. The investment objectives of the MetLife UK funds will, subject to limited conditions explained in the Scheme document, be aligned to those of the relevant MetLife Europe fund.
- 2.7 Benefits under the Transferring Policies will be linked to the relevant assets in the funds established by MetLife UK and each Transferring Policy will be allocated the same number and classes of units in the corresponding MetLife UK fund as were allocated to it in respect of the relevant MetLife Europe fund before the Scheme took effect.
- 2.8 Unless prevented by the terms of the relevant Transferring Policies or regulatory requirements, and only following appropriate actuarial investigation, MetLife UK will be permitted to (i) change the investment objectives or management arrangements of any such MetLife UK fund to permit investment in assets which are sufficiently similar to, or provide sufficiently similar investment exposure to, those already held or permitted to be held in that fund, on terms that are equitable as between the policyholders affected thereby; and (ii) amalgamate any such MetLife UK fund with other MetLife UK funds.

Residual policies

- 2.9 It is possible that some of the policies that would otherwise be included as Transferring Policies will not transfer when the Scheme takes effect, for example:
- 2.9.1 if the Court determines not to transfer such policies at that time; or
- 2.9.2 if MetLife Europe and the MetLife UK agree in advance that such policies should not transfer at that time.
- 2.10 These policies are referred to as Residual Policies and will remain with MetLife Europe until such date as it is possible for these to be transferred to MetLife UK (referred to as the Subsequent Transfer Date). The assets and liabilities of Residual Policies will remain with MetLife Europe until the Subsequent Transfer Date. Upon the Subsequent Transfer Date the assets and liabilities of the relevant Residual Policy will be transferred to MetLife UK and the policy will be dealt with as if it were a Transferring Policy.

Excluded policies

- 2.11 Any policies of MetLife Europe which are not Transferring Policies will be excluded from the Scheme. Those policies will therefore remain with MetLife Europe and will not be impacted by the Scheme.

Timeline

- 2.12 The final Court hearing for the Scheme is scheduled for 12th February 2024. MetLife Europe and MetLife UK intend for the Scheme to become effective on or before 1st April 2024.

3. OTHER MATTERS

Payments and Mandates

- 3.1 Direct debits, standing orders, adviser charges instructions, and any other instructions or authorities concerning payments to or from MetLife Europe will be transferred to MetLife UK.

Continuity

- 3.2 References to MetLife Europe in Transferring Policies or other contracts will be read as references to MetLife UK.
- 3.3 References to MPTL in Transferring Policies or in the trust deed and rules of the MetLife Retirement Portfolio will be read as references to MetLife UK.

Proceedings and litigation

- 3.4 Following the transfer, any current or future proceedings by or against MetLife Europe in relation to the Transferring Businesses, the Transferring Policies or other liabilities or assets that transfer under the Scheme will be continued or commenced by or against MetLife UK. Any proceedings commenced in error against MetLife Europe after the transfer will be deemed to have been commenced and will be continued against MetLife UK.

Variations to the Scheme

- 3.5 If the Court approves the Scheme, then MetLife Europe or MetLife UK may, at a later date, apply to the court for consent to amend the terms of the Scheme. This would require advance notification to be provided to the PRA and FCA, and MetLife UK would need to obtain a certificate from an independent expert confirming their opinion that the proposed variation would not materially or adversely affect the security or reasonable expectations of the policyholders of MetLife Europe or MetLife UK.
- 3.6 Minor or technical variations will not require the sanction of the court, provided that the FCA and the PRA have been given notice of the variation and have not objected to it.

Costs and expenses

- 3.7 No policyholder will bear any costs or expenses incurred in connection with the transfer of the Transferring Business pursuant to the Scheme.

Governing Law

- 3.8 The Scheme is governed by English law.

4. FURTHER INFORMATION

- 4.1 This statement sets out a summary of the terms of the Scheme only. The full Scheme document can be found on our website at <https://www.metlife.eu/transfer-documents/>. Additional information can also be found in the Questions and Answers booklet which accompanies this summary. If you have further questions please do get in touch with us using the following details:

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