

POOL REINSURANCE COMPANY LIMITED

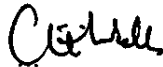
EXCERPT MINUTES OF THE ANNUAL GENERAL MEETING OF POOL REINSURANCE COMPANY LIMITED HELD IN THE DINING HALL, AT INNHOLDER'S HALL, 30 COLLEGE STREET, LONDON EC4R 2RH ON THURSDAY 11 JUNE 2015 AT NOON

Revised Articles of Association

The Chairman proposed as a special resolution that the revised Articles of Association circulated to Members in advance of the meeting be adopted with immediate effect, and asked the Members to vote on the resolution

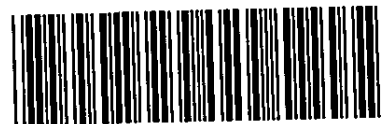
The resolution was carried unanimously

Certified a true copy



Company Secretary

WEDNESDAY



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24/06/2015

#401

COMPANIES HOUSE

**THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
POOL REINSURANCE COMPANY LIMITED
INCORPORATED ON 8TH DAY OF MARCH 1993**

Adopted by Special Resolution on 11 June 2015

INTERPRETATION

1 (1) In these Articles -

"Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Articles" means the Articles of Association of the Company as amended from time to time,

"calendar year" means 1st January to 31st December inclusive,

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

"directors" means the directors (including the nominated director) from time to time of the Company,

"electronic address" means any number or address used for the purposes of sending or receiving notices, documents or information by electronic means,

"electronic form" has the same meaning as in the Acts, "electronic means" has the same meaning as in the Acts, "executed" means any mode of execution,

"FCA" means the Financial Conduct Authority or any successor appointed from time to time,

"FSMA" means the Financial Services and Markets Act 2000,

"general insurance business" means any insurance business which is from time to time specified in Part I of the First Schedule to the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001;

"Her Majesty's Treasury" means The Lords Commissioners of Her Majesty's Treasury,

"member" means a member of the Company as defined by the Articles,

"nominated director" means the director appointed by the Company on the basis of the nominations made by Her Majesty's Treasury, in accordance with Article 50,

"office" means the registered office of the Company (or such office as the Company may stipulate from time to time),

"PRA" means the Prudential Regulation Authority or any successor appointed from time to time,

"Regulatory Handbook" means the rules and guidance issued by the FCA and the PRA, or either of them (as amended or replaced from time to time),

"the seal" means the common seal (if any) of the Company,

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

- (2) Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Acts.
- (3) Except as otherwise provided, a reference in these Articles to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force
- (4) In these Articles, unless the context otherwise requires -
 - (a) words in the singular include the plural, and vice versa,
 - (b) words importing any gender include all genders, and
 - (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons
- (5) In the Articles -
 - (a) references to writing include references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or made available on a website or otherwise,
 - (b) the words and phrases "other", "otherwise" and "including" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible,
 - (c) references to a power are to a power of any kind, whether administrative, discretionary or otherwise, and
 - (d) references to a committee of directors are to a committee established in accordance with the Articles, whether or not comprised wholly of, or including any, directors
 - (e) the expression "subsidiary undertaking" has the same meaning as in Section 1162 of and in Schedule 7 to the Companies Act 2006 or any statutory modification or re-enactment of it
- (6) The headings are inserted for convenience only and do not affect the construction of the Articles

2. Neither the regulations contained in Table C to the Companies Act 1985 nor the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company.

OBJECTS

- 3 The objects for which the Company is established are -

- (a) To engage in and carry on all or any of the classes of general insurance business which are from time to time specified in Part I of the First Schedule to the FSMA (Regulated Activities Order) 2001 (including any statutory modification or re-enactment thereof for the time being in force), and to accept and cede reinsurances in respect of such business
- (b) To carry on business as a general commercial company
- (c) To carry on any other business or activity which may seem to the Company capable of being carried on directly or indirectly for the benefit of the Company
- (d) To borrow money, obtain credit and raise finance in any manner
- (e) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (f) To lend money and give credit to any person
- (g) To invest and deal with the money and assets of the Company in such manner as may be thought expedient
- (h) To secure by mortgage, charge, lien or other form of security on the whole or any part of the Company's property or assets (whether present or future) the performance or discharge by the Company or any other person of any obligation or liability
- (i) To provide any guarantee or indemnity in respect of the performance or discharge of any obligation or liability by, or otherwise for the benefit of, any person
- (j) To acquire by any means any real or personal property or rights whatsoever and to use, exploit and develop the same
- (k) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business or activity which the Company is authorised to carry on or which can be carried on in connection therewith, and to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with, any

such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon

- (l) To carry on business as a holding company and to subscribe for, underwrite, purchase or otherwise acquire, and to hold, and deal with, any shares, stocks, debentures, bonds, notes and other securities, obligations and other investments of any nature whatsoever and any options or rights in respect of them
- (m) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or its members
- (n) To enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise), or any other person, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, department, authority, or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable
- (o) To do all or any of the following, namely -
 - (1) to establish, provide, carry on, maintain, manage, support, purchase and contribute (in cash or in kind) to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of, and to give or procure the giving of pensions, annuities, allowances, gratuities, donations, emoluments, benefits of any description (whether in kind or otherwise), incentives, bonuses, assistance (whether financial or otherwise) and accommodation in such manner and on such terms as the Company thinks fit to, and to make payments for or towards the insurance of -
 - (a) any individuals who are or were at any time in the employment of, or directors or officers of (or held comparable or equivalent office in), or acted as consultants or advisers to or agents for -
 - (i) the Company or any company which is or was a subsidiary undertaking of the Company, or
 - (ii) any person to whose business the Company or any subsidiary undertaking of the Company as, in whole or in part, a successor directly or indirectly, or

- (iii) any person otherwise allied to or associated with the Company,
 - (b) any other individuals whose service has been of benefit to the Company or who the Company considers have a moral claim on the Company, and
 - (c) the spouses, widows, widowers, families and dependants of any such individuals as aforesaid; and
- (2) to establish, provide, carry on, maintain, manage, support and provide financial or other assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which the Company considers likely to benefit or further the interests of any of the aforementioned individuals, spouses, widows, widowers, families and dependants
- (p) To subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees or its members
- (q) To procure the Company to be registered or recognised in any part of the world
- (r) To promote any other company or entity for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, or both, or of undertaking any business or activity which may appear likely to assist or benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company or entity as aforesaid
- (s) To dispose by any means of the whole or any part of the assets of the Company or of any interest therein
- (t) To distribute among the members of the Company in kind any assets of the Company
- (u) To pay all expenses, preliminary or incidental to the formation of the Company and its registration
- (v) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise
- (w) To do all such other lawful things as may be deemed, or as the Company considers, incidental or conducive to the attainment of the above objects or any of them

AND IT IS HEREBY DECLARED that in this Article -

- (A) unless the context otherwise requires, a reference to a person includes a reference to a body corporate (including, without prejudice to the generality of that term, any company which is a subsidiary undertaking of the Company or is associated in any way with the Company) and to an unincorporated body of persons;
- (B) a reference to any property, right or asset includes a reference to any interest in it, and a reference to any liability includes a reference to any loss;
- (C) a reference to anything which the Company thinks fit or desirable or considers or which may seem (whether to the Company or at large) expedient, conducive, calculated or capable, or to any similar expression connoting opinion or perception, includes, in relation to any power exercisable by or matter within the responsibility of the directors of the Company, a reference to any such thing which the directors so think or consider or which may so seem to the directors or which is in the opinion or perception of the directors,
- (D) nothing in any of the foregoing paragraphs of this Article is to be taken (unless otherwise expressly stated) as requiring or permitting the Company to exercise any power only for the benefit of the Company or only in furtherance of any of its objects;
- (E) the objects specified in each of the foregoing paragraphs of this Article shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph

MEMBERS LIABILITY

- 3A The liability of the members is limited Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

MEMBERS

- 4 Such persons as are admitted to membership in accordance with the Articles shall be members of the Company No person shall be admitted a member of the Company unless he is approved by the directors Every person who wishes to become a member shall deliver to the Company an application for membership in such form and on such terms and subject to such conditions as the directors require executed by him or on his

behalf, which shall govern his entitlement to membership of the Company (including the circumstances in which membership shall cease)

- 5 No corporation, firm, body or person shall be admitted to membership unless he is either -
- (a) a corporation authorised by the state in which it is resident (or primarily resident in the case of a company resident in more than one state) to carry on general insurance business and which insures risks situated in Great Britain, or
 - (b) the active underwriter for the time being, or when there is no active underwriter, the run-off manager for the time being, of a Lloyds' syndicate which writes general insurance business in Great Britain as part of its business (or has written such business at a time when the active underwriter of that syndicate was a member)
- 6 The several groups of underwriting members of Lloyd's to which in successive years a particular syndicate number is assigned by or under the authority of the Council of Lloyd's shall be treated for the purposes of the Articles as the same syndicate notwithstanding that they may not comprise the same underwriting members with the same individual participations. In the event that the Company shall receive notice of the death, removal or retirement from office as active underwriter or run-off manager (as the case may be) of a syndicate of a person who is a member of the type described in Article 5(b), such member shall thereupon cease to be entitled to membership and the directors may admit to membership his successor as active underwriter or run-off manager (as the case may be) of that syndicate or, if there is no such successor, such other person as may be nominated as active underwriter or run-off manager of that syndicate by the managing agent of the syndicate or by the Council of Lloyd's, so as to ensure continuity of membership with respect to that syndicate. The directors shall be entitled to rely upon any document submitted to them evidencing the admissibility or entitlement to membership of the Company of a person under Articles 5 or 6
- 7 A corporation being a member may nominate a person to act as its representative in the manner provided in the Acts. Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the corporation. Any reference in the Articles to a member being present in person shall include a representative of a corporation. A corporation may from time to time revoke the nomination of such representative, and nominate another representative in his place

GENERAL MEETINGS

- 8 The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as shall be determined by the directors, and shall specify the meeting as such in the notices calling it, provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual

general meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year

- 9 The directors may call general meetings. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or, if there is no director in the United Kingdom any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

10. An annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed under the Acts. The notice shall specify the place, the date and the time of the meeting and the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. Subject to the provisions of the Articles notice shall be given to all the members and to the directors and auditors of the Company. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, pursuant to any conditions or limitations specified in the relevant notice of meeting.
- 11 The accidental omission to give notice of a meeting to (or the failure to give such notice due to circumstances beyond the Company's control to), or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 12 No business shall be transacted at any meeting unless a quorum is present. Subject to Article 112, seven persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation who is a member, shall be a quorum.
13. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such date, time and place as the directors may determine. If at the adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, the meeting shall be dissolved.
14. The chairman (if any) of the board of directors, or in his absence the deputy chairman (if any), or in the absence of both of them some other director nominated prior to the meeting by the directors, shall preside as chairman of the meeting. If neither the chairman nor the deputy chairman nor such other director (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number present and willing to act to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman of the meeting.

- 15 If no director is willing to act as chairman of the meeting, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman of the meeting
- 16 The directors or the chairman of the meeting may direct that any person wishing to attend any general meeting should submit to and comply with such searches or other security arrangements (including without limitation, requiring evidence of identity to be produced before entering the meeting and placing restrictions on the items of personal property which may be taken into the meeting) as they or he consider appropriate in the circumstances. The directors or the chairman of the meeting may in their or his absolute discretion refuse entry to, or eject from, any general meeting any person who refuses to submit to a search or otherwise comply with such security arrangements
- 17 The directors or the chairman of the meeting may take such action, give such direction or put in place such arrangements as they or he consider appropriate to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting. Any decision of the chairman of the meeting on matters of procedure or matters arising incidentally from the business of the meeting, and any determination by the chairman of the meeting as to whether a matter is of such a nature, shall be final
- 18 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting
- 19 Without prejudice to any other power of adjournment he may have under the Articles or at common law,
 - (a) the chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, and
 - (b) the chairman of the meeting may, without the consent of the meeting, adjourn the meeting before or after it has commenced, to another date, time or place which the chairman of the meeting may decide, if the chairman of the meeting considers
 - (i) there is not enough room for the number of members and proxies who wish to attend the meeting,
 - (ii) the behaviour of anyone present prevents, or is likely to prevent, the orderly conduct of the business of the meeting,
 - (iii) an adjournment is necessary to protect the safety of any person attending the meeting, or
 - (iv) an adjournment is otherwise necessary in order for the business of the meeting to be properly carried out,

but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

20. A special resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a clear error in the resolution.
21. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) written notice of the terms of the proposed amendment and of the intention to move the amendment have been delivered to the Company at the office at least 48 hours before the time for holding the meeting or the adjourned meeting at which the ordinary resolution in question is proposed and the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution; or
 - (b) the chairman of the meeting, in his absolute discretion, decides that the proposed amendment may be considered or voted on.
22. If an amendment proposed to any resolution under consideration is ruled out of order by the chairman, the proceedings on the resolution shall not be invalidated by an error in the ruling.
23. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Acts, a poll may be demanded:-
- (a) by the chairman, or
 - (b) by at least two members having the right to vote at the meeting, or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
24. Unless a poll is duly demanded and the demand is not subsequently withdrawn, a declaration by the chairman that a resolution has been carried or carried unanimously,

or by a particular majority, or lost, or not carried by a particular majority shall be final and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

25. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
26. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have
28. A poll demanded on any question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
29. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
30. A written resolution proposed and approved in accordance with the Acts by
 - (a) a simple majority in the case of an ordinary resolution; and
 - (b) at least 75% in the case of a special resolution,

in each case of the members entitled to vote thereon shall be as valid and effective for all purposes as a resolution passed at a general meeting duly convened and held and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation the resolution may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

VOTES OF MEMBERS

31. Subject to Articles 111 and 113, on a show of hands each member present in person shall have one vote, and each proxy present who has been duly appointed by a member entitled to vote shall have one vote. Subject to the provisions of Articles 32 and 33 on a poll each member present in person or by proxy shall have one vote for each £100,000 of premium or part thereof for reinsurance business placed with the Company by him

(or, in the case of a member of the type described in Article 5(b), by the syndicate he represents) in the calendar year prior to the poll. In the event that during that calendar year or after the end of that calendar year, the whole or part of the insurance business of a member in respect of which premium has been placed with the Company, has been transferred to another member pursuant to Part VII of the Financial Services and Markets Act 2000, or pursuant to any other statutory procedure for the transfer of business or assets or any statutory merger procedure (including in any other jurisdiction), then the level of premium placed by the transferor or merging entity in respect of the business transferred shall be treated as having been placed by the transferee or merged entity when calculating the level of premium for this purpose. For the purposes of this Article and Article 32 a certificate signed by the secretary stating the number of votes to which a member is entitled shall be final and binding.

- 32 If a poll demanded at a general meeting is taken on a date before the number of votes which each member is entitled to cast can be calculated in accordance with Article 31, the number of votes of each member shall be calculated by reference to the premium for reinsurance business placed with the Company by that member (or in the case of a member of the type described in Article 5(b), by the syndicate he represents) in the last calendar year for which such premium information can be calculated, and otherwise in accordance with Article 31.
- 33 Any member who becomes a member of the Company (other than pursuant to Article 6) shall have one vote on a poll until the end of the calendar year in which he becomes a member and thereafter the provisions of Article 31 shall apply.
- 34 No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid and every vote disallowed or not counted shall be invalid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
35. A member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. The appointment of a proxy shall be deemed also to confer authority to demand or join in demanding a poll. Delivery of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A proxy need not be a member. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 36 Subject to Article 37 below, an appointment of proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor which in the case of a corporation may be either under its common seal or under the hand of a duly authorised officer or attorney or other person duly authorised for that purpose.
- 37 The directors may allow an appointment of proxy to be sent or supplied in electronic form subject to any conditions or limitations as the directors may specify. Where the

Company has given an electronic address in any appointment of proxy or invitation to appoint a proxy, any document or information relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, an appointment of proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting

38 An appointment of proxy together with any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the directors (when any such authority is specifically requested by the directors) may -

- (a) in the case of an appointment of proxy in hard copy form, be received at the office or such other place within the United Kingdom as is specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates, or
- (b) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates, or
- (c) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid not less than 24 hours (or such shorter time as the directors may determine) before the time appointed for the taking of the poll,

and an appointment of proxy which is not, or in respect of which the authority or copy thereof is not, received or delivered in a manner so permitted (in circumstances where such authority has been specifically requested by the directors) shall be invalid. The directors may specify in the notice convening the meeting that in determining the time for delivery of proxies pursuant to this Article, no account shall be taken of any part of a day that is not a working day

39 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll, unless notice of the termination was delivered to the Company at the office, or at such other place or address at which an appointment of proxy may be duly received or delivered, not later than the time by which an appointment of proxy should have been received in order for it to be valid for use at the meeting at which the vote was given or the poll demanded or for use on the holding of the poll at which the vote was given.

40 The directors may at the expense of the Company send or make available appointments of proxy or invitations to appoint a proxy to the members by post or by electronic means

or otherwise (with or without provision for their return prepaid) for use at any general meeting either in blank or nominating in the alternative any one or more of the directors or any other person. If for the purpose of any meeting, appointments of proxy or invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote at it. The accidental omission, or the failure due to circumstances beyond the Company's control, to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

NUMBER OF DIRECTORS

41. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not more than twelve and not less than three.

ALTERNATE DIRECTORS

42. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act (and permitted by law to do so), to be an alternate director and may remove from office an alternate director so appointed by him.
43. An alternate director shall be entitled to receive notices of meetings of the directors and of committees of the directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not present, and generally to perform all the functions of his appointor as a director in his absence. An alternate director shall not (unless the Company by ordinary resolution otherwise determines) be entitled to any fees for his services as an alternate director, but shall be entitled to be paid such expenses as might properly have been paid to him if he had been a director.
44. An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
45. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
46. Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF DIRECTORS

47. (1) Subject to the provisions of the Acts and the Articles and to any directions given by a special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- (2) Subject to the provisions of the Acts and the Articles and to any directions given to the directors by a special resolution, a director, in performance of his duty to act in a way which he considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole, will have regard to (amongst other matters) the likely consequences of any decisions on Her Majesty's Treasury (as representing the public and wider taxpayer interest) and those parties eligible to insure with members under the scheme.

DELEGATION OF DIRECTORS' POWERS

- 48 The directors may delegate any of their powers to any committee consisting of one or more persons (who need not be directors). They may also delegate to any chief executive (who need not be a director) or any director such of their powers as they consider desirable to be exercised by him. Any such delegation (which may include authority to delegate all or any of the powers delegated) may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. The power to delegate under this Article, being without limitation, includes the ability to execute documents for and on behalf of the Company and power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director. Subject to any such conditions as aforesaid, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying. The proceedings and decisions of any such committee shall be fully reported to the directors at the next meeting of the board of directors following each meeting of the committee.
- 49 The directors may, by power of attorney or otherwise, appoint any person whether nominated directly or indirectly by the directors, to be the attorney or agent of the Company for such purposes and on such conditions and for such period as they determine, including authority for the agent to delegate all or any of his powers. The directors may revoke or vary such appointment or delegation as they think fit.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 50 (1) Her Majesty's Treasury may, in accordance with Articles 50(2)-(5) below, nominate natural persons for appointment as a director of the Company. The number of directors on the board of the Company at any time as a result of such nomination shall not exceed one.

(2) In exercising this right of nomination, Her Majesty's Treasury shall nominate at least two but no more than four natural persons to the Company, one of which shall be appointed as a director by the Company (the "nominated director") If the Company does not appoint any of the nominated persons, Her Majesty's Treasury shall be entitled to nominate other natural persons until such time that an appointment is made by the Company For the avoidance of doubt, any appointment of a person nominated by Her Majesty's Treasury as the nominated director shall be subject to the Company obtaining all necessary approvals and consents relating to that appointment from the PRA, the FCA or either of them.

(3) Notwithstanding any other Article, a person appointed as the nominated director shall serve for a period of no longer than six years from the date of their appointment

(4) If a person ceases to be the nominated director for any reason, Her Majesty's Treasury shall be entitled to nominate persons for appointment as the replacement nominated director in accordance with the process set out in Article 50(2)

(5) For the avoidance of doubt, the nominated director shall owe the same duties under law to the Company as any other director and nothing in the appointment process outlined in Article 50(1) or otherwise shall fetter the nominated director's discretion in performing such duties or result in the nominated director owing any duties to any person (including Her Majesty's Treasury) other than the Company

- 51 At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting, every director who has served continuously for more than nine years shall retire from office and seek re-election, and one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office, but, if there is only one director who is subject to retirement by rotation, he shall retire
- 52 Subject to the provisions of the Acts and the provisions of the Articles, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot
- 53 If the Company, at the meeting at which a director retires in accordance with Article 51, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost
- 54 Subject to Article 50, no person other than a director retiring in accordance with Article 51 shall be appointed or reappointed a director at any general meeting unless -
- (a) he is recommended by the directors, or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by five members qualified to vote

at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.

- 55 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors
- 56 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire
- 57 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof
- 58 Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed or deemed to have been reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 59 In addition to any power of removal under the Acts, the Company may, by special resolution, remove a director before the expiration of his period of office (but such removal shall be without prejudice to any claim to damages for breach of any contract of service between the director and the Company) and, subject to the Articles, may, by ordinary resolution, appoint another person who is willing to act as a director, and is permitted by law to do so, to be a director instead of him. A person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last appointed or reappointed a director
- 60 The office of a director shall be vacated if -
- (a) he ceases to be a director by virtue of any provision of the Acts or he becomes prohibited by law from being a director, or

- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- (f) the PRA, the FCA, or either of them withdraws permission for the carrying out of the controlled function of director, non-executive director or chief executive, as appropriate, pursuant to section 63 of FSMA; or
- (g) in the case of a director who holds an executive office, his appointment as such is terminated or expires and the directors resolve that his office be vacated, or
- (h) he is requested in writing by all the other directors to resign

- 61 No person shall be disqualified from being appointed or reappointed as a director and no director shall be requested to vacate that office by reason of his attaining the age of seventy or any other age

REMUNERATION OF DIRECTORS

- 62 Until otherwise determined by the Company by ordinary resolution, there shall be paid to the directors such fees for their services in the office of director as the directors may determine provided that such fees (i) shall not exceed in the aggregate an annual sum of £500,000 (or such larger amount as the Company may by ordinary resolution decide); and (ii) shall be divided between the directors as they may determine, or, failing such determination, equally

DIRECTORS' EXPENSES

- 63 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of

directors or general meetings of the Company or otherwise in connection with the discharge of their duties

DIRECTORS' APPOINTMENTS AND INTERESTS

64. Subject to the provisions of the Acts, and the provisions of the Regulatory Handbook, the directors may appoint one or more of their number to any executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any service outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company
- 65 (1) Subject to the provisions of the Acts, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office -
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested, and
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
 - (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate,
 - (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate; and
 - (iii) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- (2) For the purposes of this Article -
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall

be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

66 (1) The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law -

- (a) any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), and
- (b) a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and without prejudice to the generality of paragraph (1)(a) of this Article may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is only effective if the matter was agreed to without their voting or would have been agreed to if their votes had not been counted

(2) If a matter, or office, employment or position, has been authorised by the directors in accordance with this Article then (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below) -

- (a) the director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,
- (b) the director may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position, and
- (c) a director shall not, by reason of his office as a director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position

DIRECTORS' GRATUITIES AND PENSIONS

67 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is

or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before or after he ceased to hold such office or employment) contribute to any fund and pay Premiums for the purchase or provision of any such benefit

PROCEEDINGS OF DIRECTORS

68 (a) Subject to the provisions of the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

(b) A director may, and the secretary at the request of a director shall, call a meeting of the directors

(c) Notice of a board meeting may be given to a director personally, or by telephone, or sent in hard copy form to him at a postal address in the United Kingdom notified by him to the Company for this purpose, or sent in electronic form to such electronic address (if any) as may for the time being be notified by him to the Company for that purpose

(d) A director or alternate director may waive notice of any board meeting and any such waiver may be retrospective

(e) Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall (unless he is not entitled to vote on the resolution in question) have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote, and an alternate director who is appointed by two or more directors shall be entitled to a separate vote on behalf of each of his appointors in the appointor's absence

(f) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates in the meeting is able

(i) to hear each of the other participating directors addressing the meeting, and

(ii) if he so wishes, to address each of the other participating directors simultaneously,

whether directly, by conference telephone or by any other form of communication equipment (whether in use when this Article is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where

the largest group of directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates at the start of the meeting

69. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be three. A director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum
70. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting
71. The directors may appoint one of their number to be the chairman of the board of directors and another to be the deputy chairman and may at any time remove such chairman or deputy chairman. Unless he is unwilling to do so, the chairman shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the deputy chairman shall preside failing whom the directors present may appoint one of their number to be chairman of the meeting
72. All acts done by a meeting of directors, or at a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote
73. A resolution in writing agreed to by all the directors entitled to receive notice of a meeting of the directors and who would be entitled to vote on the resolution at a meeting of the directors (if that number is sufficient to constitute a quorum) shall be as valid and effectual as if it had been passed at a meeting of the directors, duly convened and held, and may consist of several copies each signed by one or more directors. A resolution agreed to by an alternate director, however, need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity.
74. Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material unless his interest or duty arises only because the case falls within one or more of the following paragraphs -
 - (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries,

- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - (c) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by Her Majesty's Revenue and Customs for taxation purposes,
 - (d) the resolution relates to the purchase or maintenance for any director of insurance against any liability;
 - (e) the resolution relates to an arrangement for the benefit of the employees of the Company or any of its subsidiaries, which does not accord to any director as such any privilege or advantage not generally accorded to the employees to whom the arrangement relates,
 - (f) the resolution relates to a transaction or arrangement with any other company in which he is interested, directly or indirectly, provided that he is not the holder of or beneficially interested in one per cent or more of the equity share capital of that company (or of any other company through which his interest is derived) and not entitled to exercise one per cent or more of the voting rights available to members of the relevant company (and for the purpose of calculating the said percentage there shall be disregarded any shares held by the director as a bare or custodian trustee and in which he has no beneficial interest, and any shares comprised in any authorised unit trust scheme in which the director is interested only as a unit holder)
 - (g) the resolution relates to the director's indemnification by the Company in relation to the performance of his duties on behalf of the Company or any of its subsidiaries, including any loan made in connection with it
- 75 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 76 The Company may by ordinary resolution suspend, relax or extend, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors
- 77 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment

- 78 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting (or if the director concerned is the chairman, to the other directors at the meeting) and his ruling in relation to any director other than himself (or, as the case may be, the ruling of the majority of the other directors present in relation to the chairman) shall be final and conclusive

SECRETARY

- 79 Subject so the provisions of the Acts, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

MINUTES

- 80 The directors shall cause minutes to be made in books kept for the purpose.-
- (a) of all appointments of officers made by the directors, and
 - (b) of all proceedings at meetings of the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting

THE SEAL

- 81 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director

ACCOUNTS

- 82 No member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company
- 83 A printed copy of the directors' and auditors' reports accompanied by printed copies of the balance sheet and every document required by the Acts to be annexed to the balance sheet shall, not less than fourteen clear days before the Annual General Meeting before which they are to be laid, be delivered or sent by post to every member of the Company, and to the auditors of the Company but this Article shall not require a copy of those documents to be sent to any member who is not entitled to receive notices of general meetings

NOTICES

- 84 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing

- 85 (1) Any notice, document or information may (without prejudice to Articles 87 and 88) be sent or supplied by the Company to any member either
- (a) personally, or
 - (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or postal address given pursuant to Article 85(3), or by leaving it at that address; or
 - (c) by sending it in electronic form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement), or
 - (d) by making it available on a website, provided that the requirements in paragraph (2) of this Article and the provisions of the Acts are satisfied
- (2) The requirements referred to in paragraph (1)(d) of this Article are that
- (a) the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send or supply notices, documents and information generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement) provided that a member is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than twelve months after a previous request made to him for the purposes of this paragraph in respect of the same or a similar class of documents or information,
 - (b) the member is sent a notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("notification of availability");
 - (c) in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting, and
 - (d) the notice, document or information continues to be published on that website, in the case of a notice of meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the meeting and in all other cases throughout the period

specified by any applicable provision of the Acts, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

- (3) A member whose registered address is not within the United Kingdom shall not be entitled to receive any notice, document or information from the Company unless he gives to the Company an address (not being an electronic address) at which notices, documents or information may be sent or supplied to him
 - (4) For the avoidance of doubt, the provisions of this Article are subject to Article 11
 - (5) The Company may at any time and at its sole discretion choose to send or supply notices, documents and information only in hard copy form to some or all members.
86. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
87. Subject to the provisions of the Acts, where, by reason of any suspension or curtailment of postal services, the Company is unable effectively to give notice of a general meeting, the general meeting may be convened by a notice advertised in two national daily newspapers published in the United Kingdom. The Company shall send or supply a copy of the notice to members in the same manner as it sends or supplies notices under Article 85 if at least seven clear days before the meeting the posting of notices to addresses again becomes practicable
88. Any notice, document or information to be sent or supplied by the Company to the members or any of them, not being a notice of a general meeting, shall be sufficiently sent or supplied if sent or supplied by advertisement in at least one national daily newspaper published in the United Kingdom
89. Any notice, document or information sent or supplied by the Company to the members or any of them
- (a) by post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent,

- (b) by being left at a member's registered address or postal address given pursuant to Article 85(3), shall be deemed to have been received on the day it was left;
 - (c) by electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent,
 - (d) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this Article or, if later, the date on which it is first made available on the website,
 - (e) by advertisement, shall be deemed to have been received on the day on which the advertisement appears
90. If on three consecutive occasions notices, documents or information sent or supplied to a member have been returned undelivered, the member shall not be entitled to receive any subsequent notice, document or information until he has supplied to the Company (or its agent) a new registered address, or a postal address within the United Kingdom, or (without prejudice to Article 85(3)) shall have informed the Company, in such manner as may be specified by the Company, of an electronic address. For the purposes of this Article, references to notices, documents or information include references to a cheque or other instrument of payment, but nothing in this Article shall entitle the Company to cease sending any cheque or other instrument of payment for any dividend, unless it is otherwise so entitled under the Articles.
91. Where a document is required under the Articles to be signed by a member or any other person, if the document is in electronic form, then in order to be valid the document must either:
- (a) incorporate the electronic signature, or personal identification details (which may be details previously allocated by the Company), of that member or other person, in such form as the directors may approve, or
 - (b) be accompanied by such other evidence as the directors may require in order to be satisfied that the document is genuine

The Company may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company. In the case of any document or information relating to a meeting, an appointment of proxy or invitation to appoint a proxy, any validation requirements shall be specified in the relevant notice of meeting in accordance with Articles 10 and 37.

INDEMNITY

92. Except to the extent prohibited or restricted by the Acts, every director or other officer (excluding an auditor) of the Company may be indemnified out of the assets of the Company against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office
- 93 Subject to the provisions of the Acts, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted so be done as a director, officer or auditor

DESTRUCTION OF DOCUMENTS

- 94 The Company may destroy any documents on the basis of which an entry in the register of members is made, after six years from the date on which it is made Any such document may be destroyed at an earlier date provided that a permanent record of the document is made which is not destroyed before the date first before mentioned

DIVIDENDS AND OTHER DISTRIBUTIONS

95. The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
96. A dividend must not be declared unless the directors have made a recommendation as to its amount Such a dividend must not exceed the amount recommended by the directors
97. A dividend must be declared or paid (as the case may be) by reference to voting rights that members would have had or will have, as determined in accordance with Articles 31 and 32 (although for the purposes of this Article any voting rights a member is entitled to under Article 33 shall be disregarded), on a poll at the record date for the relevant dividend set or determined in accordance with Article 98 (provided that if the record date set or determined in accordance with Article 98 is 31 December, for the purposes of this Article the record date shall be deemed to be 1 January of the following year) whether or not the members on that record date are members at the time the resolution to declare or decision to pay the dividend is passed or made, or the dividend is paid
- 98 A members' resolution to declare or directors' decision to pay a dividend may state that the dividend is payable to the members as defined by the Articles at the close of business on a particular date or at such other time as the directors may decide That date or time may be a date or time before or after that on which the members' resolution is passed or directors' decision is made (as the case may be) and whether or not the members on that record date are members at the time the resolution is passed, decision is made, or the dividend is paid However, unless otherwise stated in the members' resolution or directors' decision, a dividend will be paid by reference to the members as defined in

the Articles on the date of the resolution or decision to declare or pay it, as the case may be

99 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

100 Where a dividend or other sum which is a distribution is payable in respect of a member, it must be paid by one or more of the following means

- (1) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (2) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a member), or (if he has ceased to be a member since the record date set or determined in accordance with Article 98) to the distribution recipient's last registered address or another address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (3) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (4) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

101 The making of payment in accordance with Article 100 shall be a good discharge by the Company and the Company shall have no responsibility for any sums lost or delayed in the course of payment by any bank transfer system or other means or where it has acted on directions from the member (including, for the avoidance of doubt, where a member has directed that payment be made to another person) and accordingly, payment by any such bank transfer system or other means shall constitute a good discharge by the Company.

102 In the Articles, "the distribution recipient" means

- (1) a member at the record date set or determined in accordance with Article 98 to whom a dividend or other sum is payable, or
- (2) in the event that the member has assigned its right to receive dividends from the Company, the assignee specified in writing

103 The Company may not pay interest on any dividend or other sum payable in respect of a member unless otherwise provided by the provisions of another agreement between the member and the company

104 All dividends or other sums which are

- (1) payable in respect of a member's rights, and

- (2) unclaimed after having been declared or become payable,
may be invested or otherwise made use of by the directors for the benefit of the Company until claimed, and any interest, profit, gain or other assets or income arising from such investment or use shall be for the Company's account
105. The payment of any such dividend or other sum into a separate account in accordance with article 104 does not make the Company a trustee in respect of it.
- 106 If
- (1) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (2) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company
- 107 The Company may, by ordinary resolution upon recommendation of the directors or by a decision of the directors, decide to satisfy all or part of a dividend or other distribution payable in respect of a member by transferring non-cash assets of equivalent value (including, without limitation, shares, debentures or other securities in any company)
- 108 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution may settle it as they think expedient, and in particular may
- (1) authorise any person to sell and transfer any fractions or ignore fractions altogether,
- (2) fix the value for distribution purposes of any assets or any part thereof to be distribute,
- (3) pay cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients to secure equality of distribution, and
- (4) vest any assets in trustees
- 109 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of their membership rights by giving the company notice in writing to that effect
- 110 If upon the winding up of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among those persons who were members at the close of business on the winding up record date (and whether or not such members are members at the time the resolution or order for winding up, payment or distribution is made) in proportion to the voting rights that the relevant members would have had, as determined in accordance with Articles 31 and 32, on a poll at the winding up record date, except that for the purposes

of this Article the words "in the calendar year prior to the poll" in Article 31 shall be read as "in the final business year"

- 111 In the event that the directors determine that the Company is to cease to accept insurance or reinsurance risks and to enter run off, for so long as there are more than twenty members (as defined by the Articles), the provisions of Article 12 shall continue to apply and the votes of members shall be determined on the basis that
- (1) on a show of hands each member present in person shall have one vote, and each proxy present who has been duly appointed by a member entitled to vote shall have one vote, or
 - (2) on a poll each member present in person or by proxy shall have one vote for each £100,000 of premium or part thereof for reinsurance business placed with the Company by him (or, in the case of a member of the type described in Article 5(b), by the syndicate he represents) in the final business year
- 112 If at any time the number of members is fewer than twenty, the quorum for the purposes of Article 12 shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation who is a member.
- 113 In any circumstances where there are no members falling under Article 5, the directors shall be entitled (in their absolute discretion) to appoint one or more directors (or if there are not sufficient directors, such persons the directors deem appropriate and who are willing to act) to be members of the Company (and any directors so appointed shall exercise their rights as members (i) as if these rights accrued to the relevant directors in their capacity as directors of the Company, and (ii) on the basis that the members of the Company are those members who were members on the winding up record date), and the votes of members shall be determined on the basis that
- (1) on a show of hands each member present in person shall have one vote, and each proxy present who has been duly appointed by a member entitled to vote shall have one vote, or
 - (2) on a poll each member present in person or by proxy shall have one vote
- 114 For the purposes of Articles 110 to 113
- (1) the "winding up record date" shall be the last calendar day of the final business year, and
 - (2) the "final business year" shall be the final calendar year prior to the run-off period during which members paid premiums for reinsurance business placed with the Company in respect of an entire calendar year