

**PRINCIPLES
AND
PRACTICES
OF
FINANCIAL MANAGEMENT
(PPFM)**

Royal London Long Term Fund excluding
The Scottish Life Closed Fund,
the PLAL With-Profits Sub-fund
and the Royal Liver With-Profits Sub-Fund

JULY 2011

Principles and Practices of Financial Management

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1 INTRODUCTION

1.1 About Royal London

Royal London consists of The Royal London Mutual Insurance Society Limited and its subsidiaries. **Royal London** is the UK's largest mutual life insurer. The Group has around five million customers and its businesses offer pensions, life assurance, savings and investment products and provide investment management. Products are distributed principally under the **Royal London, Scottish Life, Bright Grey** and **Scottish Provident** brands, direct to customers and through independent financial advisers.

1.2 What does this document include?

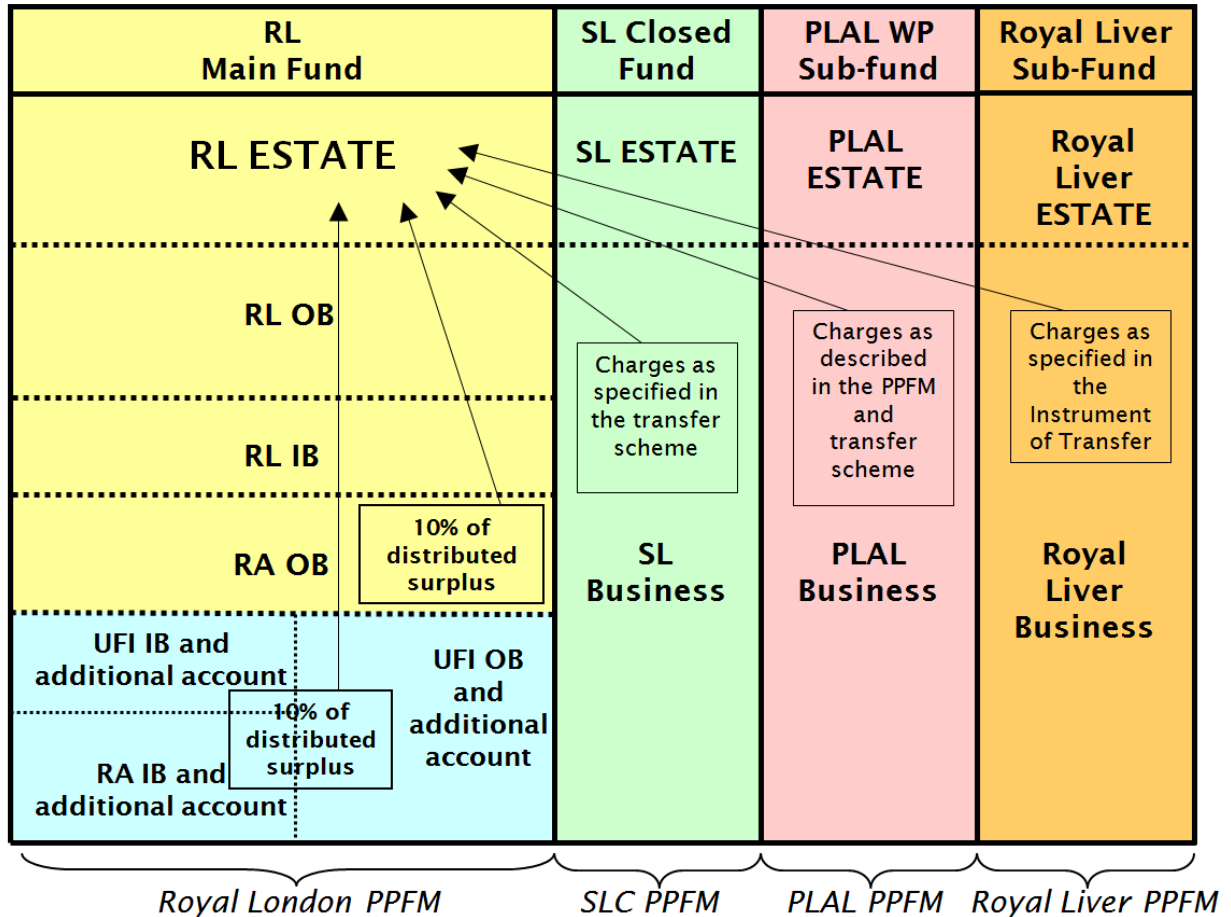
This document sets out the Principles and Practices by which certain with profits business within the Royal London Long Term Fund (**RL LTF**) will be managed. Although this document has been written in straightforward language it contains some technical language and terms. These have been included in a glossary and these defined terms can be identified by a **bold typeface**. The aim of this document is to explain and promote understanding of how the **fund** is managed and of the potential risks and rewards from effecting a with profits policy with **Royal London**. It covers those issues which **Royal London** reasonably foresees may have a significant impact on the management of the **fund**. These issues include for example the mutual status of **Royal London**, the management of the **estate**, the exposure to various types of business risk, the investment strategy of the **fund**, how we set the amount payable under a with profits policy and the **fair** treatment of with profits policyholders.

The **RL LTF** consists of the **RL Main Fund**, the **SL Closed Fund**, the **PLAL With-Profits Sub-fund** and the **Royal Liver Sub-Fund**. This document covers the operation of the **RL Main Fund**. The operations of the **SL Closed Fund**, the **PLAL With-Profits Sub-fund** and the **Royal Liver Sub-Fund** are described in separate documents. The **Estate** is available in extreme circumstances to provide capital support to the **SL Closed Fund**, the **PLAL With-Profits Sub-fund** and the **Royal Liver Sub-Fund** should this be required. Any such payment to the funds will be refunded to the **Estate** once the support is no longer required. The **SL Estate** and the **Royal Liver Sub-Fund Estate** are available in extreme circumstances to provide capital support to the **fund** should this be required. Any such payment will be refunded to the relevant **Estate** once the support is no longer required.

1.3 Structure of the Royal London Long Term Fund

The structure of the RL LTF is shown in outline below. Appendix 1 contains further information on the acquisitions made by Royal London.

Structure of the RL LTF



1.4 Types of with profits contract

1.4.1 General description

This section provides a general description of the main types of with profits policies and how they are structured. For any individual contract the policy terms and conditions and any schedules attaching will determine the operation of that contract. The main classes of business are **conventional** with profits policies and **unitised** with profits policies.

Conventional with profits policies are contracts which provide a guaranteed sum assured or a guaranteed pension to which bonuses are added. The guaranteed sum assured is payable at the maturity date or on earlier death provided all premium payments due under the policy are made. The guaranteed pension is normally payable from the maturity date. A form of conventional with profits, **accumulating with**

profits, is one where a notional fund provides the guaranteed benefit. The notional fund is increased as premiums are paid and as regular bonuses are added.

Unitised with profits policies are contracts under which premiums paid purchase units in a with profits fund. Units are allocated to policies as premiums are paid, and depending on the policy type units may be cancelled to meet expense charges, the cost of life cover or other benefits.

Bonuses are additions to the benefits payable on **conventional** and **unitised** with profits policies and usually take two forms: regular bonuses which are added through the policy term; and final bonuses which, if payable, are only added at the date of a claim.

1.4.2 Regular bonuses

For **conventional** with profits policies, regular bonuses are declared as percentages of the guaranteed sum assured or guaranteed pension and in some cases as percentages of the attaching regular bonuses, and are added yearly. For some classes of **unitised** with profits policies, regular bonuses are declared in the form of increases in the price of units held in the **fund**. For other classes of **unitised** with profits policies regular bonuses are declared in the form of extra units being added to the policy yearly. Regular bonus additions increase the level of guaranteed amounts payable on specified events such as death, maturity, or retirement.

A further type of bonus, interim bonus, may also be added at the date of claim. Interim bonus is a way of allowing for some regular bonus between bonus declaration dates.

1.4.3 Final bonuses

Final bonuses may be added to the benefits when a claim is paid, depending on the policy type. Any final bonus payable will be determined at the date the claim arises. Final bonus for **conventional** with profits policies is usually expressed as a percentage of the sum assured, notional fund or guaranteed pension benefit. For some policy types final bonus may also be expressed as a percentage of regular bonus added at the date of claim. Normally specific rates of final bonus apply to all policies entering within the same calendar year. Final bonus is not normally paid on the surrender of a **conventional** with profits policy, although the surrender value paid may make some allowance for final bonus.

On **unitised** with profits policies, final bonuses may be payable once with profits units have been continuously held for prescribed periods which depend on the policy type.

Final bonus rates for **unitised** with profits policies are usually expressed as a percentage of the unit value and specific rates usually apply to units purchased in each calendar year or quarter depending on the policy type.

1.4.4 Amounts payable

The amount payable at maturity or at the contractual retirement date in respect of most classes of **conventional** with profits policies will be the sum of any guaranteed amount (including regular bonuses added during the term of the contract) and any interim and final bonus added at the date of claim. The amount payable at maturity or at the contractual retirement date in respect of most classes of **unitised** with profits policies will generally be the value of the units at the quoted bid price together with any final bonus added at the date of claim.

Some with profits policies do not have a maturity date and the benefits are payable only on death or surrender. Amounts payable on death depend on the policy type but will generally be the guaranteed benefits and attaching regular bonuses, or the value of with profits units, and may also include interim and final bonus. Some policies pay only a minimal death benefit, for example a return of premiums paid. The structure of the death benefit of any policy can be determined from the policy document.

Amounts payable on surrender are not generally guaranteed in advance of an application to surrender. For **unitised** policies a market value reduction (**MVR**) may be applied to reduce the value of units available to policyholders who choose to surrender their units. An **MVR** would apply only where allowable, according to the policy terms and conditions.

1.5 With profits contracts included in this PPFM

For the purposes of this document, and to make finding a way around the information contained in it as straightforward as possible, each policy has been assigned to a particular group (as explained below). This document covers the PPFM for:

- Group A: **Conventional** with profits policies issued by **RL** before 1 January 2001. This covers **IB** and **OB** life business and **OB accumulating with profits** pension business.
- Group B: **Unitised** with profits policies issued by **RL**. This covers life and pension business issued after 31 December 2000 and all with profits ISA business.

- Group C: With profits benefits of **Scottish Life** branded policies issued after 30 June 2001 held outside the **SL Closed Fund**. These include increments made on with profits policies held within the **SL Closed Fund**.
- Group D: **Conventional OB** and **IB** with profits policies issued by **UF** and **conventional IB** with profits policies issued by **RA**.
- Group E: **Unitised** with profits policies issued by **RA** before 1 January 2001. This covers single premium bonds issued before 1 January 2001 and the Personal Pension Plan issued between 1 October 1999 and 31 December 2000.
- Group F: **Conventional** with profits policies issued by **RA** before 1 January 2001. This covers **OB** life and pension business.

A summary of the main products and policy types contained in each group is given in Appendix 2.

1.6 What are Principles and Practices?

The Principles are high level statements of the standards **Royal London** will follow in the management of the **fund**. These set out how **Royal London** intends to manage the **fund** over the longer term and how **Royal London** expects to respond to longer term changes in the business, regulatory and economic environment. The Principles are not expected to change often. However, changes may be made to the Principles and three months' advance written notice will usually be given to affected with profits policyholders unless otherwise agreed with the **Regulator**. The advance notice of changes to the Principles may be contained in annual statements we send to policyholders. The Principles are identified in the text by *this typeface*.

The Practices describe **Royal London's** approach to managing the **fund** and to responding to shorter term changes in the business, regulatory and economic environment. In other words, the Practices describe how **Royal London** intends to follow the Principles in the day-to-day management of the **fund**. Any of the Practices may be changed and affected policyholders will be notified within a reasonable timescale unless otherwise agreed with the **Regulator**. Such notice may be contained in annual statements we send to policyholders and may also be published on the website. The Practices are identified in the text by *this typeface*.

In order to enable a reader to understand this document it is necessary to include certain background material which forms part of neither the Principles nor the Practices. This text is shown by the same typeface as in this paragraph.

The **Directors** are ultimately responsible for all aspects of the management of the with profits business. The **Directors** have appointed an independent person to provide advice on the way the **fund** is managed, to provide an independent view when they are considering the interests of with profits policyholders and to monitor compliance with the PPFM. Before making any changes to the Principles or the Practices the **Directors** will obtain **Actuarial Advice**.

The Principles and the Practices will continue to evolve over time in response to changing circumstances and changes in the business environment.

Management of the business is not a mechanistic process carried out strictly on the basis of compliance with a detailed set of pre-determined criteria. Rather, many judgements need to be made about the actions to take in aiming to meet the objectives which are described in the Principles and Practices set out in the PPFM. Those judgements are made with a view to achieving what the **Directors** believe is a fair balance between the different interests of individual policyholders and groups of policyholders, and furthering the interests of policyholders as a whole.

A report to policyholders from the **Directors** on compliance with the PPFM is published each year on the Royal London group website. The report for any year is usually available at the end of June of the following year.

As the PPFM is a technical document a series of customer friendly Guides to how we manage our with profits fund is available on the Royal London group website.

2 PRINCIPLES AND PRACTICES OF FINANCIAL MANAGEMENT

2.1 Mutuality

Royal London is a mutual insurance company and has no shareholders. In common with other mutual organisations **Royal London** is owned by its members. Because the members are customers of the business, there is often a greater common purpose between owners and customers than is found in other organisations.

For a mutual company the primary source of capital to operate and develop its business for the benefit of its members is the **estate**, although other sources are available. Other sources of capital used by **Royal London** include reinsurance and subordinated debt.

This use of the **estate** by a mutual company to provide the capital requirements of the business means that all the profits and losses remain in the business for the benefit of policyholders and members rather than a share of the profits being paid out to shareholders in the form of dividends.

Royal London remains committed to mutuality, which has served the company and its policyholders well over the years. Only some policyholders are members however, and the rules determining membership are set out in **Royal London's** Articles of Association as amended from time to time.

There are certain categories of with profits policy which do not confer membership and these include, among others, policies taken out originally with **RA, UF, SL, PLAL** or **Royal Liver**.

Generally, where a policy is taken out by Trustees any membership is conferred on the Trustees who propose the policy. The trust beneficiaries do not gain membership and if the original Trustees change their membership may be lost. The exceptions to this are personal pension and free-standing additional voluntary contribution policies written under the trusts of The Scottish Life Personal Pension Scheme and The Scottish Life Free-Standing AVC Scheme. In these cases Counsel has advised that membership is conferred on the individual for whom the policy is taken out.

Membership may lapse if changes in a policy which confers membership are made, for example failing to maintain premium payments on a regular premium policy, or the assignment of a policy.

2.2 Guiding Principles

Royal London applies some overall guiding principles when managing the **fund** under the Principles and Practices set out in this document. Where there is conflict between one or more Principles or Practices or between any of these and the overall guiding principles, the **fund** will be managed so that the guiding principles are applied.

Guiding Principles

Royal London will manage the fund in accordance with the legal and regulatory requirements that apply to it from time to time. This will include maintaining sufficient assets to satisfy ongoing Regulatory Capital Resource Requirements applicable from time to time.

Royal London will manage the fund in compliance with the provisions of any scheme of transfer of business into the fund. If a conflict with a principle or practice in this document arises then the provisions of the relevant scheme of transfer will take precedence.

Royal London will conduct its business in a sound and prudent manner with due regard to the interests of its policyholders and with a view to treating policyholders fairly.

Royal London will aim to manage the fund in order to ensure that all guaranteed benefits can be paid as they fall due. This will include observing all contractual terms set out in policy terms and conditions.

2.3 Management of the Estate

The term '**Estate**' in this document means the excess of the market value of assets and value of in force business attributed to the **fund** over the value of the total of realistic liabilities for with profits business and any **non-participating** liabilities of the **fund**. Realistic liabilities comprise **aggregate asset shares** and additional costs in respect of contractual guarantees, options and smoothing policies, calculated on a **market consistent basis**. This approach is consistent with the **Regulator's** methodology for determining working capital in the **Realistic Balance Sheet** included within the **Regulatory Returns** and the assessment of the **Regulatory Capital Resource Requirements**.

The capital required to support the business activities of **Royal London**, such as writing new long term business and developing the business in other ways for the benefit of members, is provided by the **Estate**.

Three **Additional Accounts** are maintained within the **fund** for **UF IB**, **UF OB** and **RA IB** transferred business. The **Estate** receives no benefit from these **Additional Accounts** but may be required to subscribe capital in order to meet any shortfalls. The **UF OB** transferred business may receive a benefit from the **Estate** in accordance with the **UAG Scheme of Transfer**.

When the size of the **SL Closed Fund** falls below a preset amount the **SL Scheme of Transfer** permits it to be transferred as a whole to the **RL Main Fund**. At the point the assets are transferred the residual **SL Estate** will be allocated to the remaining qualifying with profits policyholders.

When the size of the **PLAL With-Profits Sub-fund** falls below a preset amount the **PLAL Scheme of Transfer** permits it to be transferred as a whole to the **RL Main Fund**. At the point the assets are transferred the residual **PLAL Estate** will be allocated to the remaining **PLAL** with profits policyholders.

When the size of the **Royal Liver Sub-Fund** falls below a preset amount the **Royal Liver Instrument of Transfer** permits it to be transferred as a whole to the **RL Main Fund**. The residual **Royal Liver Estate** will be allocated as enhancements to the remaining **Royal Liver** with profits policyholders as set out in the **Royal Liver Instrument of Transfer**.

PRINCIPLES - Management of the Estate

The fund will be managed to ensure that it will be maintained at an appropriate size in relation to the with profits liabilities calculated on a realistic basis and having regard to the fair treatment of with profits policyholders. The target size of the Estate will be determined by the Directors upon receiving Actuarial Advice.

The Estate will be used to provide capital to write new non-participating and with profits policies and to support other business activities of Royal London. In return it will receive profits or losses from writing the new business and from the business activities.

If, in the view of the Directors, the Estate is sufficiently in excess of its target size and/or any amount required for the future management of the business, then it may be reduced by distribution to appropriate policyholders, subject to approval from the Directors upon receiving Actuarial Advice and after taking into account any constraints imposed by schemes of transfer of business into the fund.

If the level of the Estate falls below the target level determined by the Directors the amounts which may be distributed (if any) from the Estate to policyholders may be reduced and appropriate charges to asset shares may be introduced or increased from time to time.

The Estate may be used to meet exceptional costs which the Directors, upon receiving Actuarial Advice, consider would not be appropriate to be charged to with profits policyholders.

Under the terms of the UAG Scheme of Transfer into the fund the Estate may be required to support the Additional Accounts maintained in respect of transferred RA IB, UF IB and UF OB business. Any deficit in any of the Additional Accounts covered by a payment from the Estate into any of the Additional Accounts can not be refunded to the Estate.

Under the terms of the SL Scheme of Transfer into the fund the Estate may be required to support the SL Closed Fund. Any shortfall covered by a payment from the Estate into the SL Closed Fund will be refunded to the Estate. Similarly, the SL Estate may, in extreme circumstances, be required to support the fund. Any shortfall covered by a payment from the SL Estate into the fund will be refunded to the SL Estate as soon as possible.

Under the terms of the Royal Liver Instrument of Transfer into the fund the Estate may be required to support the Royal Liver Sub-Fund. Any shortfall covered by a payment from the Estate into the Royal Liver Sub-Fund will be refunded to the Estate. Similarly, the Royal Liver Estate may, in extreme circumstances, be required to support the fund. Any shortfall covered by a payment from the Royal Liver Estate into the fund will be refunded to the Royal Liver Estate as soon as possible.

The Estate is managed in the expectation that no re-attribution exercise will be undertaken.

As a mutual **RL** uses its **Estate** to enable it to

- meet the reasonable benefit expectations of existing policyholders
- invest in a mix of assets designed to maximise long term returns to the **fund** whilst ensuring solvency
- write new with profits and **non-participating** business
- operate the smoothing and distribution policy
- develop the business of **RL**
- meet its **Regulatory Capital Resource Requirements** in all reasonably foreseeable circumstances.

The target level of the **Estate** is determined as the sum of a multiple of the **Individual Capital Assessment (ICA)** and further amounts determined by the **Directors** as appropriate taking into account the uses of the **Estate** and the **Directors'** attitude to the risk of failing to meet its **Regulatory Capital Resource Requirements**.

The level of the **Estate** is assessed and managed appropriately with the aim of maintaining it, where possible, within an agreed range around the target level determined by the **Directors**.

The target level of the **Estate** will be reviewed by the **Directors**, normally annually, and may be changed following **Actuarial Advice** to reflect for example changes in economic conditions, changes in regulatory requirements or expectations and changes in the **Directors'** risk appetite.

RL aims to distribute each **Additional Account** to the policies in that sub-fund over the lifetime of those policies. The target level of each **Additional Account** is determined as the sum of the **Individual Capital Assessment (ICA)** for that sub-fund and further amounts determined by the **Directors** as appropriate. The level of each **Additional Account** is assessed and managed appropriately with the aim of maintaining it, where possible, within an agreed range around the target level determined by the **Directors**.

Different target levels and agreed ranges around the target level may be set for the **Estate** and each **Additional Account**

Regular reports, normally monthly, are provided to the **Capital Management Committee** and the **Directors** to enable them to monitor the level of the **Estate** and

each **Additional Account** in relation to the target levels, the range around the target and the likelihood of the level of the **Estate** or **Additional Account** moving outside its range.

As a result of the information provided in the regular reports the **Capital Management Committee** makes recommendations to the **Directors**, with the agreement of the Group Chief Executive Officer, on any investment-related action required to steer the level of the **Estate** or **Additional Account** towards the agreed target.

Other reports provided include estimates of the level of free assets and half yearly results of investigations into the robustness of the **Estate** and each **Additional Account** to different economic and investment scenarios.

The level of the **Estate** and each **Additional Account** is managed appropriately by the **Directors** upon receiving **Actuarial Advice**. If the size of the **Estate** or **Additional Account** is outside the range around the target level they may authorise an increase or reduction in the level of the **Estate** or **Additional Account** by changing as necessary the investment strategy, bonus strategy, payout strategy or smoothing strategy as described in the later sections in this document in order to maintain fair treatment of policyholders. Any action which the **Directors** may decide to take will depend on factors including the reasons for and extent to which the **Estate** or **Additional Account** is above or below the target level, whether the situation is expected to be temporary or longer lasting, and an assessment of the impact of a range of appropriate actions. The **Directors** will obtain **Actuarial Advice** when assessing the range of potential actions.

In assessing the appropriate level of the **Estate** for the purpose of determining whether there is any **excess surplus** which should be distributed, the **Directors** will take into account that as a mutual the **Estate** is the primary source of capital to support the business and their desire to provide sufficient investment flexibility in order to maintain the investment strategy in line with expectations of existing policyholders.

The **Estate** is meeting or being credited with the differences between

- the expenses of administering with profits and **non-participating** policies and the administration charges passed on to such policies
- the cost of risk benefits and the charges for risk benefits passed on to with profits and **non-participating** policies

- *the cost of guarantees on with profits and **non-participating** policies and the charges made for those guarantees*
- *the cost of smoothing for with profits policies and charges made to with profits policies for the smoothing*

*The **Estate** is being used to meet*

- *the expenses of management of certain classes of with profits policy where the expense levels are higher than those charged to policyholders.*
- *the cost of those annuity guarantees which are not charged to policyholders*
- *the cost of redress or guarantees on mortgage endowment policies*

*The **Estate** is being used to provide capital to write new with profits and **non-participating** business.*

*The **Estate** is being credited with one-ninth of distributed surplus each year on certain transferred with profits policies from **UAG**. This transfer is the same transfer that was previously made to shareholders of **UAG**. The right to this transfer was purchased by **Royal London** when it acquired the shares of **UAG** and was set out in the **UAG Scheme of Transfer**.*

*The **Estate** may be required to meet any strains arising in respect of certain transferred with profits policies from **UAG** if the **Additional Account** for the business concerned is unable to meet such costs. The **Estate** may be used to meet any shortfall arising out of transferred business in the **SL Closed Fund**, the **PLAL Sub-Fund** and the **Royal Liver Sub-Fund**. The **Additional Account** of **UF OB** is entitled to receive distributions of **miscellaneous surplus** from the **Estate** in accordance with the terms of the **UAG Scheme of Transfer**. Currently there are no shortfalls requiring support.*

*The **Estate** contains strategic investments which are identified in the later section in this document under **Investment Strategy** and therefore the investment strategy of the **Estate** is generally different from that of the rest of the **fund**.*

2.4 Business Activities

PRINCIPLES - Business Activities

Any business activities entered into by the fund must be approved by the Directors, upon receiving suitable professional advice where appropriate and in accordance with agreed guidelines on the level and type of risk that may be undertaken.

The underlying objective of entering into any activity with an associated business risk would be to provide long term value to with profits policyholders. This does not preclude the possibility that losses may occur. In such circumstances any losses or compensation costs would initially be borne by the Estate.

The Directors will take action to mitigate and manage any new business risks that are taken on and will aim to control the level of exposure to all existing business risks within the fund.

PRACTICES – Business Activities

Royal London operates a risk framework for the identification, prioritisation, management and reporting through the year of the key risks by business area. **Royal London's** risk framework has three key interlinked elements, which are the Governance Structure, the Risk Appetite and a range of risk policies. This framework is reviewed regularly by the **Directors** and amended accordingly.

Local Executive and senior management are responsible for risk management throughout their areas and for ensuring all staff understand their responsibilities with respect to risk management. They are also responsible for ensuring that their business structures, processes, systems and controls are adequate to manage risk in line with the group risk policies.

Royal London continuously seeks to obtain independent assurance through Group Risk & Compliance and Group Internal Audit that its systems of risk management and internal control are operating effectively. In addition Group Internal Audit provides an independent opinion on the effectiveness of the key systems and controls throughout the organisation. This includes evaluating the effectiveness of, and the adequacy of, the risk management processes and ensuring compliance with policies and procedure. The effectiveness of internal control and the risk management infrastructure is also

specifically considered by our external auditors in the context of their review of our financial statements.

*Examples of some business risks in relation to the **fund** are set out below, along with mitigating actions that may apply.*

Risk

Exposures arising from guarantees associated with with profits policies including guaranteed annuity rates or other contractual guarantees.

Mitigation

*Limits made to the exposure of the **fund** to guarantees by adoption of asset/ liability matching, hedging or other techniques as deemed appropriate.*

Risk

*Variances in the profitability of **non-participating** business within the **fund**, in particular as a result of the exposure to investment, expense, mortality, morbidity, lapse and other risks associated with this business.*

Mitigation

Processes and limits are applied for product pricing and underwriting, and reinsurance and asset/liability matching techniques are used as appropriate.

Risk

Breach of regulatory requirements.

Mitigation

Continual close monitoring of regulatory requirements, ensuring appropriate action is taken as required.

Risk

*Exposure to risks arising from the development of new business units such as **Bright Grey**, and to risks from investments such as in house investment management companies or service companies or purchases of other businesses such as **Scottish Provident**.*

Mitigation

Detailed financial planning, budgeting and monitoring processes are maintained.

Risk

For some classes of business an implicit allowance is made for additional expenses through the charges that are applied to the product. The risk is that these charges are insufficient to meet the actual additional expenses incurred.

Mitigation

*Reviews of charges taken versus expenses incurred and monitoring the effect on the **Estate**. Appropriate action is taken when required.*

Risk

*The fees negotiated between **Royal London** and the service company responsible for administering the policies may be inadequate to cover the actual expenses incurred by the service company. Any losses in any service company within **Royal London** are ultimately borne by the **Estate** as the owner of the service company and may therefore affect policy benefits payable.*

Mitigation

*Annual reviews of charges taken versus expenses incurred and monitoring the effect on the **Estate**.*

Risk

Transactional risks for example process risks relating to incorrect investment pricing, or policy administration transactions.

Mitigation

These are controlled using laid down procedures that seek to minimise the risk of error and fraud.

Risk

*Financial support may be required to meet any shortfalls in any of the closed sub-funds (**UF IB, RA IB, UF OB, the SL Closed Fund the PLAL With-Profits Sub-fund and the Royal Liver Sub-Fund**). This may reduce any distribution from the **Estate** which could otherwise have been made to **asset shares**.*

Mitigation

*Monitoring the size of and managing the **Additional Accounts, the SL Closed Fund, the PLAL With-Profits Sub-fund and the Royal Liver Sub-Fund** to minimise the risk of a shortfall arising .*

Other risks, for example those associated with investment, expenses and taxation, are mitigated by monitoring processes.

*Monitoring processes and actions undertaken in relation to the risks associated with acquiring and maintaining new with profits and **non-participating** policies are covered in the section below on **New Business Volumes**, along with limits imposed on the volume of new business.*

*Limits in relation to other business risks that may be borne by the **fund** will be determined in accordance with the risk framework.*

*The rewards or losses from business risks are credited or charged to the **Estate**, and there is no specific limit on the amount that is credited or charged. There is no direct impact on policy benefits in Groups A, B, C, E, F and **UF OB** policies in Group D payable other than as a result of distribution from the **Estate** or the need to increase the level of the **Estate**. **IB** policies in Group D do not participate in the rewards or losses credited to the **Estate** as they instead participate in distribution of the relevant **Additional Account**.*

*No business risk should arise from the issue of Tier One or Tier Two capital instruments by **Royal London** or its subsidiaries which have the benefit of a subordinated guarantee from **Royal London** provided, as is intended, the **fund** is managed (and such capital instruments are structured) so that discretionary benefits under with profits contracts are calculated and paid disregarding (insofar as it is necessary for policyholders to be treated **fairly**) any liability the firm may have to make payments under the capital instruments.*

2.5 New Business volumes

PRINCIPLES - New Business Volumes

Royal London expects to remain open to new business. If it is decided that the fund should be closed to new with profits business then appropriate changes to the principles would be notified to policyholders as part of a wide-ranging process. If the fund is closed to new with profits business part of the Estate would need to be retained to write new non participating business. If the fund is closed to all new business one possibility is that the fund would be run off over the future lifetime of the business in force at the date of closure to new business, with an appropriate distribution of the Estate.

There is no specific limit to the volume of new with profits business and new non participating business allowed to be written in the fund. However, the volume of

business written will be such that it is unlikely to threaten the benefit expectations of policyholders.

In the event of closure to significant amounts of new business, Royal London would review its investment policy, smoothing practices and management of the Estate in an appropriate manner, so as to ensure the continuing fair treatment of remaining with profits policyholders.

PRACTICES - New Business Volumes

*The volume of new business written in the **fund** may be constrained to ensure that the level of the **Estate** does not fall below the minimum required to satisfy **Regulatory Capital Resource Requirements**.*

***Royal London** operates a comprehensive business planning process from which the **Directors** receive regular reports and financial projections.*

*A business plan is produced annually, setting out the planned volumes of new business for each policy class for the following year. The planned new business volume is set following assessment of the impact on the level of the **Estate** after modelling different levels of new business and mix of policy classes and taking into account the risks associated with writing the different policy types. The planned new business volume and mix is arrived at such that it does not materially affect the appropriate size of the **Estate**. The business plan will take into account the results of any financial modelling carried out during the year including for example different economic scenarios, or the assessment of any capital requirements.*

*The planned new business volume is then approved by the **Directors**, upon receiving **Actuarial Advice** and after taking into account all aspects of the proposal that may affect policyholders. The principal areas the **Directors** consider are the level of capital required to write the planned new business volume, the risks associated with the planned new business volume (assessed in accordance with the risk framework) and any requirements that the previous schemes of transfer may impose on **RL** in respect of existing business.*

*A formal mechanism for the review and approval of the pricing of proposed new products is in place to ensure that minimum profitability criteria agreed from time to time by the **Directors** are likely to be achieved. A **Product Pricing and Approval***

Committee currently carries out this function for products manufactured by **Royal London**.

2.6 Investment Strategy

PRINCIPLES - Investment Strategy

The aim of the investment strategy is to maximise the long term return on investments for with profits policyholders whilst recognising the need for the fund to meet its guaranteed liabilities and commitments to policyholders and maintaining the Estate at the target size.

The Directors upon receiving Actuarial Advice may group the liabilities of the fund into separate pools and the investment strategy for each such pool may be determined separately.

The fund invests in a wide range of assets. In determining the mix of assets between different asset classes, the investment strategy will take into account the size of the Estate, the fund's ability to meet its ongoing Regulatory Capital Resource Requirements in all reasonably foreseeable circumstances, the long term expected return available from each asset category and the observed and expected market volatility of each asset class.

The non-participating business in the fund is backed either by cash and fixed interest holdings of an appropriate term or (in the case of unit linked business) by appropriate matching linked assets. Royal London aims to invest a significant portion of the rest of the fund in equities and property but the proportions held in fixed interest and deposits will be varied to protect the Estate and maintain it at the target size.

In considering the range of assets in which to invest, derivatives and other financial instruments may be used within the limits determined from time to time by the Directors for efficient portfolio management or for hedging purposes to protect the Estate. In order to reduce the risk of loss resulting from the failure of a third party the Directors set limits for exposure to various counterparties, taking into account their credit rating and any other contracts Royal London has with them.

There are no restrictions on the fund holding assets that are not normally traded provided that the fund also holds sufficient liquid assets to meet its requirements.

Such assets might include for example, the office buildings occupied by Royal London employees or investments in Royal London companies. Any such holdings are reviewed on a regular basis to ensure that they continue to be required to support the operation of the business and that they form an appropriate portion of the fund.

The fund may invest in non-quoted Royal London companies provided that there is a realistic prospect of a reasonable return on the amount invested.

In determining the investment strategy of the fund no reliance is placed on assets held within the SL Closed Fund or within the Royal Liver Sub-Fund. As a mutual there are no other assets held outside the fund.

PRACTICES - Investment Strategy

Before 1 January 2010 the fund was managed as one pool of assets. From 1 January 2010 the fund is managed as four separate pools of assets backing four liability pools (UF IB, RA IB, UF OB and the remainder of the business in the fund), each of which may have a different investment strategy appropriate for the business in that pool as described below. For each asset pool we aim to maximise the returns in that pool subject to the mix of policies and after taking into account the size of the Estate or Additional Account as appropriate:

(1) policies in Groups A, B, C, E and F

The unit linked business in this pool is backed by appropriate matching linked assets. Other non-participating business and the asset shares of specified classes of with profits policies with significant guarantees are backed solely by cash and fixed interest assets of appropriate term. The asset mix underlying the asset shares of the remaining with profits policies within the pool varies according to the duration of policies within the pool. For individual policies the proportion deemed to be invested in cash and fixed interest assets increases as the policies approach their maturity date. The asset mix for the Estate is determined after consideration of the value of the Estate relative to its target size and to the Regulatory Capital Resource Requirements.

(2) UF IB policies in Group D

(3) RAIB policies in Group D

(4) UFOB policies in Group D

*The asset mix underlying the **asset shares** of with profits policies within each of the above pools varies according to the mix of policies within the pool and on the size of the **Additional Account** relative to its target size. For individual policies in the pool, the proportion deemed to be invested in cash and fixed interest assets increases as the policies approach their maturity date.*

*The **Directors** set benchmarks for the asset allocations of the four asset pools within the **fund**. Currently the strategy and the asset mix are reviewed quarterly by the **Directors** but these may be changed more frequently or at any time in order to reflect changes in circumstances. The investment mix of each pool is monitored by the **Capital Management Committee**, which normally meets every two months or more frequently if market conditions dictate. Changes to the benchmark asset allocations are recommended to the Group Chief Executive Officer by the **Capital Management Committee** upon receiving **Actuarial Advice**. Significant changes to the benchmark allocations require approval by the **Directors** upon receiving **Actuarial Advice**.*

*The **Directors** set guidelines for the proportion of assets in each pool that may be invested in particular asset classes or in individual securities or companies. Investment may be made only in permitted asset classes. Details of permitted counterparties and limitations on exposure and minimum credit quality for investments are maintained.*

Investment in any new asset class is only permitted after following the approval processes in force. The investment management agreement is revised as appropriate to include such new investments.

*The **fund** currently holds assets which would not normally be traded including its principal administration offices, investments in **Royal London** undertakings and the **Present Value of In Force long term business** resulting from the acquisitions of **UAG**, **SL** and other businesses. Such holdings are monitored to ensure that they form an appropriate part of the **fund** and do not constrain the investment freedom of the **fund**.*

*The **fund** currently holds certain quoted investments which are regarded by the **Directors** as strategic and may not be traded by **RLAM** without obtaining the consent of the Group Chief Executive Officer.*

*The **fund** may invest in a range of unit trusts and **OEICS** managed by **RLAM** within guidelines issued by the **Capital Management Committee**.*

*The **fund** may hold derivative instruments, including options and interest rate swaps and swaptions to provide a close match with the guaranteed annuity option liabilities within the **fund** and to provide backing for other guaranteed benefits and for efficient portfolio management.*

*The **Directors** set performance benchmarks against which the returns achieved on the individual asset categories are measured. The performance benchmarks for those assets invested in bonds are set such that the durations of the benchmarks are consistent with the duration of policy benefits and expenses which the bonds are to meet by comparing the expected future contributions and cash flows from bonds held to support non-participating and with profits business, after adjustments for the risk of default with the expected amounts payable in respect of policy benefits and expenses year by year.*

*The **fund** is managed by a wholly owned subsidiary, **RLAM**, which invests the assets within guidelines set out in an investment management agreement. The **Directors** meet quarterly to monitor the performance achieved by **RLAM** against the agreed asset allocation benchmarks, to monitor the performance achieved by **RLAM** of the investments in each asset category against agreed performance benchmarks and to monitor adherence to the investment management agreement.*

***Royal London** publishes the asset mix at 31 December each year in respect of with profits business in each asset pool. Such information may be provided in the annual report and accounts or it may be published on the website. Such information is also provided to policyholders by other means, for example in literature accompanying annual statements or bonus notices. Information on the approximate asset mix is also normally available quarterly.*

2.7 Policy Benefits Payable

This section describes how **Royal London** determines the benefits payable to with profits policyholders. The first two parts describe the general Principles and Practices **Royal London** uses to determine the policy benefits payable and explain in detail the calculation of **asset shares** in this process. The final parts describe the smoothing

policy adopted by the **fund**, how final bonus and market value reduction (MVR) scales are determined and how regular (or annual) bonuses are set.

2.7.1 General Principles and Practices

PRINCIPLES - Policy Benefits Payable

When determining the amounts payable Royal London will aim to meet the reasonable benefit expectations of all policyholders, treating different classes and generations of policyholders fairly.

One aspect of fairness is the need to ensure that the interests of remaining policyholders are safeguarded against the impact of policyholders voluntarily exiting the fund. Voluntary exits are those arising where policyholders do not complete the full terms and conditions of their policies. This might be for example by ceasing to pay premiums, by altering the policy or by surrendering benefits. Royal London aims to meet the reasonable expectations of these policyholders, but will also seek to ensure that the appropriate credit is made to the Estate or relevant Additional Account in order to safeguard the benefits of continuing policyholders.

Royal London will aim to distribute the relevant Additional Account over the lifetime of the business in force, in accordance with the terms of the UAG Scheme of Transfer, treating different classes and generations of policyholders fairly.

For conventional business Royal London aims to smooth payouts in order to ensure that on average over the longer term the amount paid on maturity and death claims is the asset share subject to a minimum of the guaranteed benefit. For unitised business Royal London aims to ensure that on average over the longer term the amount paid on maturity and death claims is the asset share of the policy subject to smoothing. For both types of business maturity payouts and death claims will be calculated by adding a final bonus, which may be zero or positive, to guaranteed benefits. In order to meet reasonable benefit expectations of certain classes of existing policyholder or to distribute the relevant Additional Account Royal London may pay greater than asset share.

Payments on voluntary exit will reflect a charge for any unrecouped expenses and other charges, including a charge for the use of capital. In addition, for unitised business, payments on surrender or part surrender will reflect the application of a market value reduction (MVR) as appropriate.

The method of determining payouts may be changed in the future but in the event of any such change a formal process will be followed requiring the decision of the Directors upon receiving Actuarial Advice.

The fees to be charged against with profits policies in the calculation of benefits are agreed annually through negotiation with the service company responsible for administering the policies and are determined on bases which are judged to be appropriate to all policyholders taking into account the expenses incurred for each category of business.

Historical assumptions or parameters may not be changed unless the Directors upon receiving Actuarial Advice consider changes are required to correct errors, to reflect new information or to maintain fairness between policyholders and the effect of the change on asset shares would be material.

Some approximations in calculating payouts are made, including adoption of a common bonus series for altered and unaltered policies, for endowment and whole life policies in some policy classes and for policies of different sizes. For classes of policy where asset shares are not calculated the payout may be determined by methods which provide an approximation to asset share. All methods used, assumptions made and parameters used lead to approximations in calculating payouts as a result of pooling of experience over the fund and over policy classes.

PRACTICES - Policy Benefits Payable

*The maturity amounts payable under a policy are currently determined by the use of **asset shares** as a guide to setting payout levels.*

Documentation setting out the methods, procedures and assumptions used in the calculation of policy values is maintained.

*The **asset shares** used when determining maturity payouts may be **bare asset shares** or **enhanced asset shares** depending on the type of business being considered. Further details on the enhancements applied are included in the section below on **asset shares**.*

*Target maturity payouts are 100% of **enhanced asset share** for policies in the following Groups*

A (**conventional** with profits policies issued by **RL** before 1 January 2001)

C (with profits benefits of **Scottish Life** branded policies issued after 30 June 2001)

D (**conventional OB and IB** policies issued by **UF** and **conventional IB** policies issued by **RA**)

F (**conventional** with profits policies issued by **RA** before 1 January 2001)

Target maturity payouts are 100% of **enhanced asset share** for policies in Group B (**unitised** with profits policies issued by **RL**) and Group E (**unitised** with profits policies issued by **RA** before 1 January 2001) other than the Personal Pension Plan for which the target is 100% of **bare asset share**.

UF IB and **RA IB** policies in Group D may target maturity payouts as a greater percentage of **enhanced asset share** in order to distribute the relevant **Additional Account** over the lifetime of the business in force.

The **UF OB** policies in Group D may target maturity payouts as a greater percentage of **enhanced asset share** in order to distribute the **Additional Account** over the lifetime of the business in force.

We aim to set bonus rates so that the maturity payout, expressed as a percentage of **bare asset share** or **enhanced asset share** (as appropriate), falls within 80% to 140% for **conventional** business and 75% to 125% for **unitised** business for most policies.

To determine maturity payouts **asset shares** are calculated for specimen average contracts representative of policies expected to mature in the period under consideration. The average premium and the average age at entry are calculated for representative years of entry to determine the specimen average contract for that year. The method of calculation of **asset shares** is described below.

The methods for calculating the **asset shares** and the parameters that are used in the calculations are documented and any material changes are approved by the **Directors**, upon receiving **Actuarial Advice**. Historical assumptions or parameters derived from the experience or actions of **RL** may be changed, upon receiving **Actuarial Advice**. For example we may change previously applied investment returns, expense assumptions, or other charges or parameters. We normally only do this if more accurate information

becomes available or to correct an error and where the effect on the **asset share** calculation is significant.

For **conventional** business, benefits payable on voluntary exit are determined using a formulaic approach. The intention is to allow for the period during which the policy has been in force and for recovery of expenses and other charges. Regular bonuses allocated are adjusted as required to allow for adjustment to benefits and the early payment. A final bonus may be added but this may be at a reduced rate and may be adjusted to ensure **fairness** of treatment.

The methods for calculating payments on voluntary exit of **conventional** business and the parameters that are used in the calculations are documented and any changes are approved by the **Directors** upon receiving **Actuarial Advice**. Although the formulae and parameters were not historically changed frequently they are now being reviewed more regularly.

For these policies **asset share** type techniques are used to test the appropriateness of the surrender formulae from time to time. These tests use representative assumptions of policy expenses, mortality, tax and estimated long term investment returns.

We aim to set voluntary exit payments for **conventional business** so that the payout, expressed as a percentage of **bare asset share** or **enhanced asset share** (as appropriate), is the same as maturities in the longer term subject to the requirement to protect the interests of remaining policyholders. For most **conventional** business the voluntary exit payout falls within 70% to 140%.

For **unitised** business, benefits payable on surrender or part surrender are determined by reference to the guaranteed benefits of the policy, to which a final bonus may be added. The claim amount is adjusted for recovery of expenses and other charges and may be modified by application of an **MVR**.

We aim to set voluntary exit payments for **unitised** business so that the payout, expressed as a percentage of **bare asset share** or **enhanced asset share** (as appropriate), is the same as maturities in the longer term subject to the requirement to protect the interests of remaining policyholders. For most unitised business the payout falls between 75% and 125%.

The maturity and voluntary exit ranges will be reviewed periodically, usually annually. The ranges are targets and it is not guaranteed that payments will fall within the specified ranges. For some groups of business individual policies are used when determining consistency of payouts with the target ranges and for others specimen policies are used. Sufficient numbers of specimen policies are used to ensure that there is no material effect of this approach compared to assessment using individual policies.

In particular the target ranges do not apply in the following circumstances:

- *Where the effect of policy guarantees leads to a higher figure;*
- *Some minor classes of business where **asset shares** are not calculated;*
- *Where the **asset share** does not represent a **fair** guide to the payout, for example altered (including paid-up) policies, conventional whole of life policies and policies with very small **asset shares**.*
- *In extreme investment conditions or after an extended period of favourable or adverse investment conditions.*
- *In exceptional circumstances, for example when the **fund** is expected to be unable to continue to meet its **Regulatory Capital Resources Requirement**.*

*For classes of business where **asset shares** are not calculated, or where **asset shares** do not represent a **fair** guide to payouts, claim values are determined using other methods. These methods aim to arrive at amounts consistent with those calculated for other policies in order to ensure **fairness** between the different policy types.*

Final bonus rates and hence payouts for paid-up policies are generally based on unaltered premium paying policies.

*For some conventional basic whole of life policies **asset share** is inappropriate as a measure of appropriate payout at policy level because for these policies final bonus rates are set with reference to equivalent endowment policies.*

2.7.2 Calculation of Asset Shares

Due to differences in the calculation of **asset shares** for the various groups of business described in this document, a separate section for each group of business (A to F) is given below. For details of the policies contained in each group please refer to Appendix 2.

PRACTICES - Calculation of Asset Shares

Group A (Conventional with profits policies issued by RL before 1 January 2001)

CALCULATION

Asset shares are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the cost of guarantees, the cost of smoothing and the cost of tax. Some of these are described in more detail below.

ENHANCEMENTS

Asset shares may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **enhanced asset share** on which payouts are targeted.

When determining the **asset shares** for policies in this group an uplift was applied to investment returns in certain calendar years before 2007 to provide an additional return to policyholders. This uplift met the **PRE** of policyholders who effected their policies with **RL** before January 2001 and who were receiving a share of the **Estate** (or **miscellaneous surpluses** that have been credited to the **Estate**).

Asset shares of policies in this group can benefit from enhancements by way of participation in the distribution of **miscellaneous surpluses** arising in the **fund** plus any distribution of the **Estate** where appropriate.

From 2007 any enhancement to **asset shares** will be by way of participation in any distribution of **miscellaneous surpluses**.

INVESTMENT RETURNS

For calendar years up to and including 2009 the investment return taken into account when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.

For 2010 and subsequent years the investment return allocated to **asset shares** is based on the asset mix assumed to back the **asset shares** of the with profits policies in

*the investment pool for this group. The asset mix and therefore the investment return to be allocated to **asset shares** varies depending on the policy type and the period to the maturity date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as the maturity date approaches.*

*The investment return allocated to **asset shares** is the actual return for each calendar year or, where it is not yet available, an estimate. Some historic investment returns have been estimated where detailed records are not available.*

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the **Estate**. For pension policies no charge for tax is made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*Since January 2001 the expenses for acquisition and maintenance of with profits policies taken into account when calculating **asset shares** are the fees set out in the agreement between **Royal London** and the service company responsible for administering the policies. The agreement defines how these fees will be calculated and the fees are agreed each year. Before agreeing these fees, the **Directors** obtain **Actuarial Advice**. Expenses charged to **asset share** before 2001 were calculated using expense analyses by allocating the overall office expenses between product groups and between initial and maintenance costs using standard actuarial techniques.*

*The charges for investment management, including investments in collective investment schemes, are determined under the terms of the investment management agreement described in the section on **Investment Strategy**.*

*All expenses that are not charged to **asset shares** will be met from the **Estate**.*

COST OF RISK BENEFITS

*The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.*

GUARANTEES

*At the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be, for example, the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension policy. This cost is determined by the excess of benefits payable over the **asset share**. Currently no charges are taken from **asset shares** in respect of any benefits payable for policies in this group other than death benefits, which are referred to above in the paragraph headed 'cost of risk benefits'.*

TRANSFER TO THE ESTATE

*No transfer from distributed surplus is made to the **Estate**.*

Group B (Unitised with profits policies issued by RL)

CALCULATION

***Asset shares** other than for the Personal Pension Plan issued during 2001 are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges could include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the cost of guarantees, the cost of smoothing, the cost of capital and the cost of tax. Some of these are described in more detail below. **Asset shares** for the Personal Pension Plan issued during 2001 are calculated by accumulating the premiums paid at the rate of*

return earned on the assets backing the policies after allowing for the explicit policy charges.

ENHANCEMENTS

Asset shares may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **asset share** on which payouts are targeted.

Prior to 2007 the **asset shares** of policies in this group were not enhanced.

Asset shares of policies in this group (excluding the Personal Pension Plan) can benefit from a future enhancement by way of participation in the distribution of **miscellaneous surpluses** arising in the **fund** plus any distribution of the **Estate** where appropriate. From 2007 **asset shares** (other than those for the Personal Pension Plan) may be enhanced by way of participation in any distribution of **miscellaneous surpluses**.

INVESTMENT RETURNS

For calendar years up to and including 2009 the investment return taken into account when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.

For 2010 and subsequent years the investment return allocated to **asset shares** is based on the asset mix assumed to back the **asset shares** of the with profits policies in the investment pool for this group. The asset mix and therefore the investment return to be allocated to **asset shares** varies depending on the policy type and the period to the maturity date or expected claim date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as the maturity date or expected claim date approaches.

The investment return allocated to **asset shares** is normally the investment return achieved on these assets each quarter.

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the **Estate**. For pension policies no charge for tax is currently made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*Since January 2001 the expenses for acquisition and maintenance of with profits policies other than the Personal Pension Plan taken into account when calculating **asset shares** are the fees set out in the agreement between **Royal London** and the service company responsible for administering the policies. The agreement defines how these fees will be calculated and the fees are agreed each year. Before agreeing these fees, the **Directors** obtain **Actuarial Advice**. For the Personal Pension Plan no explicit allowance for expenses is made in the calculation of **asset shares**, with the exception of an annual management charge and other explicit policy charges.*

*The charges for investment management, including investments in collective investment schemes, are determined under the terms of the investment management agreement described in the section on **Investment Strategy**.*

*All expenses that are not charged to **asset shares** will be met from the **Estate**.*

COST OF RISK BENEFITS

*The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.*

GUARANTEES

*No charges to **asset share** in respect of guarantees will be applied to the Personal Pension Plan.*

*A single charge will be applied at outset to **asset share** for any surrender value guarantee provided on any With Profits Bond Plus policy issued with such a guarantee. Examples of factors which may be taken into account when determining the level of charge for any surrender guarantee include the period over which the guarantee is applicable, the asset mix of the **fund**, the market cost of derivative contracts of an appropriate type and expectations of future returns on bonds.*

*For all other contracts in this group, at the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be, for example, the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension policy. This cost is determined by the excess of benefits payable over the **asset share**. Currently for these policies no charges are taken from **asset shares** in respect of any benefits payable other than death benefits, which are referred to in the description of **asset shares** above in the paragraph headed 'cost of risk benefits'.*

TRANSFER TO THE ESTATE

*No transfer from distributed surplus is made to the **Estate**.*

Group C (with profits benefits of **Scottish Life** branded policies issued after 30 June 2001)

CALCULATION

Asset shares are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the

cost of guarantees, the cost of smoothing and the cost of tax. Some of these are described in more detail below.

ENHANCEMENTS

Asset shares may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **asset share** on which payouts are targeted.

Prior to 2007 the **asset shares** of policies in this group were not enhanced.

Asset shares of policies in this group can benefit from a future enhancement by way of participation in the distribution of **miscellaneous surpluses** arising in the **fund** plus any distribution of the **Estate** where appropriate. From 2007 **asset shares** may be enhanced by way of participation in any distribution of **miscellaneous surpluses**.

INVESTMENT RETURNS

For calendar years up to and including 2009 the investment return taken into account when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.

For 2010 and subsequent years the investment return allocated to **asset shares** is based on the asset mix assumed to back the **asset shares** of the with profits policies in the investment pool for this group. The asset mix and therefore the investment return to be allocated to **asset shares** varies depending on the policy type and the period to the maturity date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as the maturity date approaches.

In order to calculate final bonuses and **MVR** scales, unsmoothed investment returns are used in the **asset share** calculation.

The investment return allocated to **asset shares** is the actual return for each calendar year or an estimate where it is not yet available.

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the **Estate**. For pension policies no charge for tax is currently made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*No explicit allowance for expenses is made in the calculation of **asset shares**, with the exception of an annual management charge equivalent to that levied on unit linked funds.*

*All expenses that are not charged to **asset shares** will be met from the **Estate**.*

COST OF RISK BENEFITS

*The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.*

GUARANTEES

*At the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be, for example, the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension policy. This cost is determined by the excess of benefits payable over the **asset share**. Currently no charges are taken from **asset shares** in respect of any benefits payable for*

policies in this group other than death benefits, which are referred to above in the paragraph headed 'cost of risk benefits'.

TRANSFER TO THE ESTATE

*No transfer from distributed surplus is made to the **Estate**.*

Group D (Conventional OB and IB with profits policies issued by UF and conventional IB with profits policies issued by RA)

CALCULATION

Asset shares are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the cost of guarantees, the cost of smoothing, the cost of tax and a transfer to the **Estate**. Some of these are described in more detail below.

ENHANCEMENTS

Asset shares may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **enhanced asset share** on which payouts are targeted.

Asset shares of policies in this group have been permanently increased in respect of historic enhancements arising as a result of previous distributions of surplus. **Asset shares** of maturing policies may be further enhanced by participation in the distribution over the lifetime of the business in force of the **Additional Accounts** and in the case of **UF OB** only, any distribution of **miscellaneous surpluses** from the **Estate**, in accordance with the **UAG Scheme of Transfer**.

Asset shares of **UF IB** and **RA IB** are currently being enhanced by participation in the distribution of the relevant **Additional Account**.

Asset shares of **UF OB** may be enhanced by way of participation in any distribution of **miscellaneous surpluses**.

INVESTMENT RETURNS

*For calendar years up to and including 2009 the investment return taken into account in recent years when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.*

*For 2010 and subsequent years the **UF IB**, **RA IB** and **UF OB** policies are invested in separate asset pools. The investment return allocated to **asset shares** for each policy group is based on the asset mix assumed to back the **asset shares** of the with profits policies in each pool. The asset mix and therefore the investment return to be allocated to **asset shares** to each group of policies varies depending on the policy type and the period to the maturity date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as the maturity date approaches. Certain **UF OB** pension policies are deemed to be invested wholly in fixed interest securities and cash from 2010 onwards.*

*The investment return allocated to **asset shares** from 2001 is the actual return for each calendar year or an estimate where it is not yet available. The investment returns allocated for earlier years are the actual returns on the **RA** or **UF** fund assets as appropriate. Some historic investment returns have been estimated where detailed records are not available.*

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the relevant **Additional Account**. For pension policies no charge for tax is currently made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is

incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*Since January 2001 the expenses for acquisition and maintenance of with profits policies taken into account when calculating **asset shares** are the fees set out in the agreement between **Royal London** and the service company responsible for administering the policies. These fees are set each year in accordance with the terms of the **UAG Scheme of Transfer**. The expenses charged to **asset share** from August 1997 until December 2000 were those set out in agreements between a service company and **RA** and **UF**. Expenses charged to **asset share** before August 1997 were calculated using expense analyses by allocating the overall office expenses between product groups and between initial and maintenance costs using standard actuarial techniques.*

*The charges for investment management, including investments in collective investment schemes, are determined under the terms of the investment management agreement described in the section on **Investment Strategy**.*

*All expenses that are not charged to **asset shares** will be met from the relevant **Additional Account (RA IB & UF IB business)**, and in equal shares from the **UF OB Additional Account** and the **Estate (UF OB business)** as permitted by the terms of the **UAG Scheme of Transfer**.*

COST OF RISK BENEFITS

*The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.*

GUARANTEES

*At the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be, for example, the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension*

*policy. This cost is determined by the excess of benefits payable over the **asset share**. Currently no charges are taken from **asset shares** in respect of any benefits payable for policies in this group other than death benefits, which are referred to above in the paragraph headed 'cost of risk benefits'.*

TRANSFER TO THE ESTATE

*This transfer is the same transfer that was previously made to shareholders of **UAG**. The right to this transfer was purchased by **Royal London** when it acquired the shares of **UAG** and was set out in the **UAG Scheme of Transfer**. The amount of the transfer is one-ninth of distributed surplus each year on certain policies in this group.*

Group E (Unitised with profits policies issued by RA before 1 January 2001)

CALCULATION

***Asset shares** other than for the Personal Pension Plan are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the cost of guarantees, the cost of smoothing, the cost of tax and a transfer to the **Estate** (if applicable). Some of these are described in more detail below. **Asset shares** for the Personal Pension Plan are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for the explicit policy charges.*

ENHANCEMENTS

***Asset shares** may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **enhanced asset share** on which payouts are targeted.*

***Asset shares** of policies in this group (excluding the Personal Pension Plan) can benefit from a future enhancement by way of participation in the distribution of **miscellaneous surpluses** arising in the fund plus any distribution of the **Estate** where appropriate. From 2007 **asset shares** (other than those for the Personal Pension Plan) may be enhanced by way of participation in any distribution of **miscellaneous surpluses**.*

INVESTMENT RETURNS

*For calendar years up to and including 2009 the investment return taken into account in recent years when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.*

*For 2010 and subsequent years the investment return allocated to **asset shares** is based on the asset mix assumed to back the **asset shares** of the with profits policies in the investment pool for this group. The asset mix and therefore the investment return to be allocated to **asset shares** varies depending on the period to the maturity date, guarantee date or assumed claim date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as this date approaches.*

*The investment return allocated to **asset shares** is normally the investment return achieved on these assets each quarter.*

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the **Estate**. For pension policies no charge for tax is currently made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*Since January 2001 the expenses for acquisition and maintenance of with profits policies other than the Personal Pension Plan taken into account when calculating **asset shares** are the fees set out in the agreement between **Royal London** and the service company responsible for administering the policies. These fees are those set each year in accordance with the **UAG Scheme of Transfer**. The expenses charged to **asset share** from August 1997 until December 2000 were those set out in agreements between a service company and **RA**. Expenses charged to **asset share** before August 1997 were calculated using expense analyses by allocating the overall office expenses between product groups and between initial and maintenance costs using standard actuarial techniques. For the Personal Pension Plan no explicit allowance for expenses is made in the calculation of **asset shares**, with the exception of an annual management charge and other explicit policy charges..*

*The charges for investment management, including investments in collective investment schemes, are determined under the terms of the investment management agreement described in the section on **Investment Strategy**.*

*All expenses that are not charged to **asset shares** will be met from the **Estate**.*

COST OF RISK BENEFITS

*The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.*

GUARANTEES

*At the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be for example the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension policy. This cost is defined as the excess of benefits payable over the **asset share**. Currently no charges are taken from **asset shares** in respect of any benefits payable for policies in this group other than death benefits, which are referred to above in the paragraph headed 'cost of risk benefits'. This charge will not be made for the Personal Pension Plan.*

TRANSFER TO THE ESTATE

*This transfer is the same transfer that was previously made to shareholders of **UAG**. The right to this transfer was purchased by **Royal London** when it acquired the shares of **UAG** and was set out in the **UAG Scheme of Transfer**. The amount of the transfer is one-ninth of distributed surplus each year on policies in this group other than the Personal Pension Plan.*

Group F (Conventional OB with profits policies issued by RA before 1 January 2001)

CALCULATION

***Asset shares** are calculated by accumulating the premiums paid at the rate of return earned on the assets backing the policies after allowing for charges. These charges include the expenses incurred (for example, set up costs, commission payments, administrative fees and investment management costs), the cost of risk benefits, the cost of guarantees, the cost of smoothing, the cost of tax and a transfer to the **Estate**. Some of these are described in more detail below.*

ENHANCEMENTS

***Asset shares** may be increased by way of enhancements from time to time. These enhancements may be temporary or permanent additions to **asset share** and form part of the **enhanced asset share** on which payouts are targeted.*

***Asset shares** of policies in this group can benefit from a future enhancement by way of participation in the distribution of **miscellaneous surpluses** arising in the **fund** plus any distribution of the **Estate** where appropriate. From 2007 **asset shares** may be enhanced by way of participation in any distribution of **miscellaneous surpluses**.*

INVESTMENT RETURNS

*For calendar years up to and including 2009 the investment return taken into account when calculating **asset shares** was that achieved on the pool of assets deemed to back the with profits business i.e. the **fund** excluding the assets held to support **non-participating** business and the **Estate** but may include the return on strategic investments. All with profits policies in the **fund** received the same investment return.*

*For 2010 and subsequent years the investment return allocated to **asset shares** is based on the asset mix assumed to back the **asset shares** of the with profits policies in the investment pool for this group. The asset mix and therefore the investment return to be allocated to **asset shares** also varies depending on the policy type and the period to*

the maturity date. Generally the proportion deemed to be invested in cash and fixed interest assets will increase as the maturity date approaches. Regular premium pension policies issued before 1 October 1992 and single premium pension policies are deemed to be invested wholly in fixed interest securities and cash from 2010 onwards.

*The investment return allocated to **asset shares** from 2001 is the actual return for each calendar year or an estimate where it is not yet available. The investment returns allocated for earlier years are the actual returns on the **RA** fund assets. Some historic investment returns have been estimated where detailed records are not available.*

TAX

*The investment returns after tax are currently calculated by applying the appropriate tax rates to the components of the return. For example different assumed tax rates might be used for income and gains, and for equities and other investments. This broad approach gives an appropriate allowance for tax within the **asset share** calculation. Actual tax paid is calculated separately using a much more detailed approach and the difference between the actual tax paid and the notional tax assumed in the **asset share** calculation is charged/credited to the **OB Estate**. For pension policies no charge for tax is currently made.*

EXPENSES

Expenses broadly cover set up costs, administration fees, commission expenses (if applicable) and investment management expenses. Generally, the greatest expense is incurred at the time the policy is set up and ongoing administration and investment management fees tend to be much smaller.

Expense levels are affected by the type and nature of the policy. The expenses charged may be a flat amount per policy, or related to the size of the premium, fund or sum assured, or some combination of these.

*Since January 2001 the expenses for acquisition and maintenance of with profits policies taken into account when calculating **asset shares** are the fees set out in the agreement between **Royal London** and the service company responsible for administering the policies. These fees are those set each year in accordance with the **UAG Scheme of Transfer**. The expenses charged to **asset share** from August 1997 until December 2000 were those set out in agreements between a service company and*

RA. Expenses charged to **asset share** before August 1997 were calculated using expense analyses by allocating the overall office expenses between product groups and between initial and maintenance costs using standard actuarial techniques.

The charges for investment management, including investments in collective investment schemes, are determined under the terms of the investment management agreement described in the section on **Investment Strategy**.

All expenses that are not charged to **asset shares** will be met from the **Estate**.

COST OF RISK BENEFITS

The charge for life cover and other risk benefits in the calculation of **asset shares** is approximated by using standard mortality tables, morbidity tables or other appropriate tables, adjusted to reflect the experience of **Royal London** for this group of business.

GUARANTEES

At the discretion of the **Directors** upon receiving **Actuarial Advice**, **asset shares** may be charged with a guarantee charge to cover the average expected cost in the medium term of guaranteed benefits. A guaranteed benefit might be for example the sum assured by a life policy or a guaranteed annuity conversion rate applicable to a pension policy. This cost is determined by the excess of benefits payable over the **asset share**. Currently no charges are taken from **asset shares** other than for death benefits, which are referred to above in the paragraph headed 'cost of risk benefits'.

TRANSFER TO THE RL ESTATE

This transfer is the same transfer that was previously made to shareholders of **UAG**. The right to this transfer was purchased by **Royal London** when it acquired the shares of **UAG** and was set out in the **UAG Scheme of Transfer**. The amount of the transfer is one-ninth of distributed surplus each year on policies in this group.

2.7.3 Smoothing

Smoothing is an important feature of with profits investment and is the means by which the impact on policyholders of fluctuations in the value of the underlying assets is reduced. Smoothing can be seen in the way in which the payout levels change from time to time for policyholders, where the changes may be more or less than the movements in the underlying assets. Changes are controlled carefully to ensure that all policyholders are treated **fairly**.

PRINCIPLES - Smoothing

RL aims to smooth payouts at maturity to limit the amount of change between payouts on similar policies of the same term from one period to another. The aim is to reduce the effect of volatility in the underlying assets but the amount of any smoothing may be varied to ensure that policyholders are treated fairly and to protect the remaining policyholders. A consistent approach will be applied between different classes and generations of policyholder. RL may vary its approach to smoothing upon receiving Actuarial Advice.

Any adjustments for smoothing may be positive or negative and any amounts withheld or advanced as a consequence of smoothing will be calculated so that policyholders are treated fairly. There is no explicit maximum cost or excess from smoothing in the shorter term. Overall the effect of smoothing is intended to be neutral over the longer term after allowing for the effect of any enhancements.

PRACTICES - Smoothing

*The amounts by which maturity payouts on similar policies with a similar term to maturity vary from one year to the next are smoothed. Each year the **Directors** consider the cost of the bonus addition and the need to maintain the **Estate** or relevant **Additional Account** at an appropriate size in determining whether to limit the percentage change in payouts. The **Directors** take into account the size of the **Estate** or relevant **Additional Account** and the expected future contributions to or from these in determining the percentage changes to payouts.*

*Our approach to setting payouts at maturity is to start by looking at both recent payout levels and **asset shares**. We use a formula to help guide us in determining the maturity payout, which depends upon how payouts relate to **asset shares**, the strength of the fund and how much capital we have at the time. The formula acts as a guide and the parameters in the formula can change over time, dependent upon factors such as the size of the **Estate** or relevant **Additional Account** and the need to balance the respective interests of continuing policyholders against those of holders of maturing policies.*

*Where the size of the **Estate** or relevant **Additional Account** has reduced and the payout had been above **asset share** a reduction in payout is likely to be applied. Similarly, where the size of the **Estate** or relevant **Additional Account** has increased*

and the payout had been below **asset share** an increase in payout may be appropriate. Where the payout is significantly above or below **asset share** then the reduction or increase in payout would be larger than if payouts and **asset shares** were more closely aligned. The table below gives examples of recent changes in payouts.

There is no explicit maximum accumulated cost or excess from smoothing. However a balance is struck between the reasonable benefit expectations of policyholders exiting the **fund** and those who remain part of it. A consistent approach is applied between different classes and generations of policyholder.

There is also no explicit maximum limit set by the **Directors** on the change in level of payout at maturity between one period and another although in recent years there have been occasions when the **Directors** have exercised their discretion to limit the highest change in payout levels between periods.

For historic reasons some policies in Groups A (**Conventional with profits** policies issued by **RL** before 1 January 2001) and F (**Conventional OB with profits** policies issued by **RA** before 1 January 2001) are receiving payouts that are significantly above **asset share**. Where appropriate, payouts are being reduced by adjusting the annual and final bonuses to bring payouts in line with **asset share**.

Currently for **conventional with profits** policies (Groups A, D and F) the amounts payable on surrender (including transfer of a pension policy) are not generally smoothed other than as a result of applying the appropriate surrender formula to determine the amount payable where this formula includes an element of final bonus in the claim value. In some cases smoothing may be applied to ensure payment on voluntary exit expressed as a percentage of **bare asset share** or **enhanced asset share** (as appropriate) is similar to maturities in the longer term.

Table of recent changes in Maturity Payout (**conventional** business)

OB Life regular	2010/2009	2009/2008	2008/2007
	%	%	%
RL			
10 year term	-5.8	-6.0	+6.9
25 year term	-17.9	-11.3	-6.6
UF			
10 year term	n/a	n/a	n/a

25 year term	-10.8	-16.3	-3.4
RA			
10 year term	-6.9	-2.4	+0.3
25 year term	-11.6	-12.5	-4.9

All figures at 1 January in each year

OB Pension	2010/2009	2009/2008	2008/2007
regular	%	%	%
RL			
10 year term	-4.5	-7.1	+0.5
15 year term	-10.5	-8.7	-2.0
UF			
10 year term	n/a	n/a	n/a
15 year term	-3.8	-6.6	-0.5
RA			
10 year term	n/a	-6.9	-1.4
15 year term	-8.4	-11.6	+1.5

All figures at 1 January in each year

2.7.4 Final Bonus and MVR Scales

For payouts at maturity final bonus scales are set to reflect broadly the amounts to be paid out in excess of the guaranteed benefits including attaching regular bonuses, subject to smoothing. For **unitised** with profits policies **MVR** scales are normally set to reflect broadly the amounts by which the value of guaranteed benefits plus final bonus (if applicable) are to be reduced towards **asset share**, subject to smoothing. Adverse market conditions may reduce the **asset share** for a policy to a point below the level of guaranteed benefits plus final bonus (if applicable). In such circumstances an **MVR** will be applied. As final bonus rates are smoothed over time the **MVR** may still be required some time after the initial adverse market movements while the **asset share** remains below the level of guaranteed benefits plus final bonus (if applicable).

PRINCIPLES - Final Bonus and MVR Scales

Final bonuses and MVR scales will be set having regard to the principles for determining payouts and for smoothing. However changes may be made at any time in order to maintain the target level of the Estate or relevant Additional Account and to ensure policyholders are treated fairly. There are no explicit

constraints on the size of the change in final bonus rates, MVR scales or surrender or transfer bases from one declaration to the next. Final bonuses may be reduced to zero and MVR scales may be introduced or increased.

MVRs will be applied or surrender or transfer bases will be altered where necessary to reduce the level of smoothing applied to voluntary exits and to bring payouts closer to underlying asset shares.

PRACTICES - Final Bonus and MVR Scales

*Final bonus and **MVR** scales are reviewed on occasions during the course of the year (usually quarterly for **unitised** policies), particularly following relatively significant movements in stockmarkets. Although in years before 2009 final bonus rates for **conventional** policies changed only once during a year, more recently more frequent changes have been made and may continue to be made in the future to ensure **fairness** is maintained between classes and generations of policyholder.*

*Changes to final bonus and **MVR** scales are determined subject to the formal approval of the **Directors** upon receiving **Actuarial Advice** and may be made at any time. Final bonus is only added to a claim if the **Directors** are satisfied that the **fund** will be able to continue to meet its **Regulatory Capital Resource Requirements** in all reasonably foreseeable circumstances.*

***Conventional** policies - policies in Groups A (**Conventional** with profits policies issued by **RL** before 1 January 2001), D (**conventional OB** and **IB** policies issued by **UF** and **conventional IB** policies issued by **RA**) and F (**Conventional OB** with profits policies issued by **RA** before 1 January 2001):*

*Final bonuses are added to the guaranteed benefits to provide the required total payouts as determined using specimen **asset shares** and after applying the appropriate smoothing.*

*A final bonus scale is determined for each policy term after any smoothing required to avoid anomalies. The final bonus scale is determined by the **Directors** upon receiving **Actuarial Advice**.*

It is current practice on surrender or transfer of a policy to include an amount of final bonus. The amount, which may be zero, generally depends on the original term of the

policy and the length of time a policy has been in force. Currently the final bonus allocated on surrender or transfer is usually based on the scale in use for death and maturity claims but with reduction factors applied to allow for the early payment.

Annual and final bonus rates are normally set from January at levels that take into account expected future accrual of benefits during the following year.

*Policies in Groups B (**Unitised with profits** policies issued by **RL**) and E (**Unitised with profits** policies issued by **RA** before 1 January 2001):*

The investment returns used in the **asset share** calculation to set final bonus and **MVR** scales are the actual investment returns achieved in each quarter up to the date of review. To set the **MVR** and final bonus scales policies are assumed to surrender immediately and unsmoothed investment returns are used.

Reduction factors applied to final bonus scales on surrender claims during the early years of the contract are set so as to ensure that payouts on surrender are broadly consistent with **asset shares**.

The final value of a policy is calculated using the same methods and assumptions regardless of any partial payments made without **MVR** during the policy term. No additional charge is levied purely as a result of a prior **MVR**-free withdrawal.

*Policies in Group C (With profits benefits of **Scottish Life** policies that are held outside the **SL Closed Fund**):*

Current practice is to calculate specimen **asset shares** for policies due to mature in the following year using the method set out in the section describing the amounts payable (above). A final bonus scale is determined using the following method.

Unsmoothed rates of final bonus are determined at least once every year. They are calculated as the difference (positive or negative) between guaranteed benefits of sample policies and their underlying **asset shares**. These rates are then subject to a smoothing process.

The maximum change from one review to the next is not explicitly set.

*The same series of final bonus rates is applied to all claims irrespective of the type of claim. However, voluntary claims (such as transfers or surrenders) are calculated by applying final bonus rates for the expired term and, normally during depressed markets, may be subject to an **MVR** that will bring payouts down towards **asset share**.*

*Where appropriate **MVR** factors are calculated to reflect the term in force and the duration left to run on a year by year basis. When units are cancelled the factor corresponding to the term in force and duration left to run is applied.*

*The final value of a policy is calculated using the same methods and assumptions regardless of any partial payments made without **MVR** during the policy term. No additional charge is levied purely as a result of a prior **MVR**-free withdrawal.*

2.7.5 Regular (or Annual) Bonus

Conventional policies receive annual bonuses whereas **unitised** policies receive regular or annual bonuses. Throughout the rest of this section 'regular bonus' will be referred to for all policies.

A regular bonus increases the value of a policy gradually over time. Once added it becomes part of the guaranteed benefits and cannot be taken away. However the guaranteed benefits, including regular bonus, are payable at face value only in the circumstances defined in the contract. For example this might be at the end of the policy term or on earlier death for an endowment policy.

PRINCIPLES - Regular Bonus

In determining the bonus rates, the objective of the Directors is to meet the reasonable benefit expectations of policyholders, treating classes and generations of with profits policyholders fairly. The aim in setting regular bonus rates is to increase guaranteed policy values over time at rates which it is expected can be maintained over the longer term, taking into account economic conditions and the economic outlook at the time. Regular bonuses will be set at rates which are affordable and which will not prejudice the Estate or relevant Additional Account.

If the economic outlook is poor or regular bonus is not affordable within the fund the Directors may be constrained to declare no regular bonus.

Separate regular bonus rates may be set for different classes of policy in order to treat policyholders fairly. Separate bonus rates may be set for life policies and pension policies for example or for classes of business which have different levels of guaranteed benefits

The bonus policy will be regularly reviewed by the Directors to ensure it remains appropriate. A new class of bonus will be introduced if this becomes necessary to preserve fairness between different policy classes and generations of policyholder or to maintain the Estate at the target size determined by the Directors.

PRACTICES - Regular Bonus

The regular bonus rates are normally set and declared once a year. The aim of setting regular bonus rates is to build up the guaranteed bonus gradually over the term of a policy whilst permitting sufficient surplus to emerge at maturity to support a final bonus.

*For some **unitised** policies the regular bonus is included in the unit price. Changes in regular bonus are made more frequently than annually depending on economic conditions. Once declared, the regular bonus continues at the same rate until a change is declared, which may be at any time.*

*In deciding the rates of regular bonus investigations are carried out. Investigations which may be carried out include for example those to assess the future financial condition of the **fund**, the expected long term returns on the assets underlying the **fund** and the amounts by which the guaranteed benefits can be increased whilst leaving sufficient margin for a final bonus to emerge at maturity. The supportability of proposed regular bonus rates over the long term is assessed together with the ability of the **fund** to pay such bonuses. The results of other investigations to assess realistic solvency including scenario testing to assess the impact of variations in current and future economic and investment conditions are also taken into consideration when setting regular bonuses.*

*The levels of regular bonus declared are currently determined by projecting **asset shares** as described in the section "**Policy Benefits Payable**" out to the maturity dates of specimen policies. A prudent modification is made to the assumed future rates of*

investment return in order to permit sufficient surplus to emerge at maturity to support a final bonus. The level of regular bonus declared is designed to be consistent with target final bonus scales over the long term.

*Regular bonuses are only declared if the **Directors** are satisfied that the **Estate** or relevant **Additional Account** will not be adversely affected over the short or long term. Regular bonus is only added to with profit policies if the **Directors** are satisfied that immediately after the declaration of such regular bonuses, **Royal London** will have sufficient assets to be able to meet its **Regulatory Capital Resource Requirements** and that the declaration of such regular bonuses is not expected to prejudice **Royal London's** ability to meet its **Regulatory Capital Resource Requirements** in the reasonably foreseeable future. Changes in the regular bonus rate are normally made gradually but there is no maximum to the level of change from one declaration to the next and regular bonuses may fall to zero in some market conditions.*

Interim bonuses are also added at the date of claim for some classes of policy. If paid, interim bonus is added in respect of the period between the date of the last bonus declaration and the date of claim. The interim bonus rates are normally set using the same approach to that used to determine regular bonuses.

RA IB

Certain policies have cash payments made every five or ten years. For policies in Tables 30 & 32 a special discretionary bonus is paid on the five-yearly cash payment. Currently the practice is to increase the cash payment by 20% pa but this increase is not guaranteed and may change in future. For Cash Back Saver policies the five-yearly payments are not eligible for bonus. Policies in Tables 38 and 39 receive normal annual bonuses on the ten-yearly and five-yearly cash payments respectively. Annual bonuses are not declared on whole life contracts which became paid up for the full sum assured before April 1988.

UF IB

For policies in Tables 5 and 25 a regular cash payment is made to the policyholder and a bonus is awarded on the cash payment. This bonus is not guaranteed and may be changed in future. Policies in Table 5 contain an option for deferment of payment of the recurring cash payments. The amount of bonus awarded varies according to the length of the period of deferment.

UF OB

*Endowment and whole life contracts written before September 1986 have a minimum guaranteed annual bonus rate of 1% for endowments and 1.5% for whole life contracts. These contracts therefore always have a declared regular bonus rate of at least these amounts. No shareholder transfer to the **Estate** is made in respect of these guaranteed regular bonus rates.*

RL IB

Some classes of policy have guaranteed cash bonuses.

GLOSSARY

'accumulating with profits'	Refers to a with profits policy that has a notional fund to which bonuses are added.
'Actuarial Advice'	Advice provided by the Actuary responsible for advising the Directors on discretionary or technical aspects of the management of the with profits business. Under current FSA rules this is the With Profits Actuary or the Head of Actuarial Function.
'Additional Accounts'	The estates of each of the businesses transferred into the fund . A separate account is maintained for each of the estates of RA IB , UF IB and UF OB in accordance with the UAG Scheme of Transfer .
'aggregate asset shares'	This term refers to the total sum of all asset shares for a particular fund or class of business.
'asset share(s)'	The share in the assets of a with profits fund that a with profits policy is deemed to have. The asset share is calculated by accumulating the premiums paid less all applicable expenses and charges with the investment return credited to with profits business over the lifetime of the policy. Where the general term asset share is used it means bare asset share or enhanced asset share according to the context.
'bare asset shares'	Asset shares with no enhancements.
'Bright Grey'	A division of Royal London , manufacturing and distributing protection products under the brand name Bright Grey .
'Capital Management Committee'	A committee put in place by Royal London to manage the processes required to ensure that Royal London's capital position is both maintained within its target range and is sufficient to enable fulfilment of stated core strategic objectives as determined by the Directors from time to time or such replacement committee as may carry out the same function.
'CL'	Canterbury Life Assurance Company Limited
'conventional'	Refers to a with profits policy that has a guaranteed amount of cash or

pension to which bonuses are added.

'Directors'	The Directors of The Royal London Mutual Insurance Society Limited from time to time. For practical purposes the Directors may agree to delegate certain decisions to a sub-set of their number.
'enhanced asset shares'	Asset shares with either temporary or permanent enhancements.
'estate' or 'Estate'	General term used to describe the excess of the assets realistically required to meet the current expectations of policyholders and to settle other liabilities relating to each class of business to which it relates. The RL Estate may be used to provide support to sub funds where necessary and where allowable under the terms of relevant schemes of transfer. It is also used to fund new business.
'excess surplus'	A measure of surplus defined and calculated as set out in the FSAs Conduct of Business (COB) rules and guidance.
'fair', 'fairly', 'fairness'	References to and use of the concept of fair, fairness or treating policyholders fairly in this document relates to the obligation created by Principle 6 of the Regulator's Principles for Businesses to, amongst other things, treat customers fairly.
'fund'	Refers to the RL Main Fund
'IB'	Industrial Branch Business.
'Individual Capital Assessment (ICA)'	RL's assessment of the amount and quality of capital which it needs to hold in respect of the RL Main Fund or Additional Account as appropriate having taken into account its exposures to major risks. This may include any extra amount of capital which the regulator may require RL to hold.
'market consistent basis'	An approach to valuing the cost of guarantees, options and smoothing using an asset model which delivers prices for assets and liabilities that can be directly verified from the market.
'miscellaneous surplus(es)'	Surplus arising that is not related to investment surplus, e.g. on expenses.

'MVR'	A market value reduction which may be applied on claims under certain unitised policies in certain circumstances. An MVR reduces the value of guaranteed benefits plus final bonus (if applicable) and effectively acts like a negative final bonus. An MVR is only applied if the value of the investments underlying a policy has fallen sufficiently below the value of the guaranteed benefits plus final bonus (if applicable) cashed. This ensures fairness between those policyholders who cash in benefits and those who remain. An MVR will not usually be applied on death or on certain pre-defined circumstances as laid out in the policy conditions.
'non participating'	Refers to a policy which does not participate in profits, including a unit linked policy.
'OB'	Ordinary Branch Business.
'OEIC'	Open ended investment company
'PLAL'	Phoenix Life Assurance Limited
'PLAL With-Profits Sub-fund'	The fund into which certain assets and liabilities of PLAL were transferred with effect from 29 December 2008, a separate closed sub-fund of the RL LTF .
'PLAL Scheme of Transfer'	Refers to the scheme of transfer under which the liabilities of PLAL were transferred to the RL LTF which took effect on 29 December 2008.
'PRE'	Policyholder Reasonable Expectations.
'Present Value of In-Force long term business'	This is the present value of the acquired in-force business and is calculated as the net present value of Royal London's interest in the expected after-tax cash flows (including the charges for smoothing and guarantees) of the in-force business. The amount is assessed annually and is amortised over the expected lifetime of the acquired business.
'Product Pricing and Approval Committee'	A committee set up to ensure that the pricing and profitability of all new products manufactured by Royal London (including enhancements to, special offers on and repricing of any existing products) through all

channels meet criteria laid down by **Royal London** or such replacement committee which may carry out the same function.

'RA'	Refuge Assurance plc.
'RA IB'	IB business originally issued by RA .
'RA OB'	OB business originally issued by RA .
'RA OB Fund'	The RA OB with profit sub fund into which the OB with profit liabilities of RA were transferred with effect from 1 January 2001. The assets and liabilities of the fund were transferred into the RL Main Fund on 31 December 2006 whereupon the fund ceased to exist.
'Realistic Balance Sheet'	A method of reporting the solvency position of a company using a more realistic approach than is currently used for statutory reporting. For example, full account is made of the company's realistic obligations to pay future bonuses whilst other, 'unrealistic' statutory margins of prudence can be removed. The Regulator requires all firms to publish realistic balance sheets as part of the Regulatory Returns from the end of 2004.
'Regulator'	The FSA or any other regulatory body as defined in accordance with the provisions of the UK Financial Services and Markets Act 2000 (or any such legislation that supersedes it).
'Regulatory Capital Resource Requirements'	The capital resources that Royal London must hold in accordance with regulatory requirements from time to time.
'Regulatory Returns'	The statutory returns detailing the company's solvency position that must be submitted to the Regulator on an annual basis (or at such times as the Regulator requires).
'RIL'	Refuge Investments Limited.
'RL'	The Royal London Mutual Insurance Society Limited.
'RL IB'	IB business originally issued by RL .

'RL LTF'	The Royal London Long Term Fund which consists of the RL Main Fund and the SL Closed Fund .
'RL Main Fund'	Royal London main fund which includes IB and OB business originally issued by RL , UF and RA . The assets and liabilities of the RA OB Fund were transferred into this fund on 31 December 2006.
'RLAM'	Royal London Asset Management Limited.
'Royal Liver'	The Royal Liver Assurance Limited.
'Royal Liver Estate'	That part of the Royal Liver Sub-Fund not required to satisfy the reasonable expectations of policyholders in that sub-fund.
'Royal Liver Instrument of Transfer'	Refers to the Instrument of Transfer under which the liabilities of Royal Liver were transferred to the RL LTF on 1 July 2011.
'Royal Liver Sub-Fund'	The fund into which certain assets and liabilities of Royal Liver (except certain infrastructure assets) were transferred with effect from 1 July 2011, a separate closed sub-fund of the RL LTF .
'Royal London'	We use the term ' Royal London ' in this document to refer to The Royal London Mutual Insurance Society Limited and (where the context so requires) its subsidiaries. Royal London is a brand name.
'Scottish Life'	A division of Royal London manufacturing and distributing products under the Scottish Life brand since 1 July 2001.
'Scottish Provident'	A division of Royal London manufacturing and distributing products under the Scottish Provident brand.
'SL'	The Scottish Life Assurance Company.
'SL Estate'	That part of the SL Closed Fund not required to satisfy reasonable expectations of policyholders i.e. the estate associated with SL business retained within the SL Closed Fund .

'SL Closed Fund'	The fund into which certain assets and liabilities of SL were transferred with effect from 1 July 2001, a separate closed sub-fund of the RL LTF .
'SL Scheme of Transfer'	Refers to the scheme of transfer under which the liabilities of SL were transferred to the RL LTF which took effect on 1 July 2001.
'UAG'	United Assurance Group, which consisted of RA , UF and other companies writing non profit business and/or other non life assurance business.
'UAG Scheme of Transfer'	Refers to the scheme of transfer between RA , UF and other UAG companies and RL which took effect on 1 January 2001.
'UF'	United Friendly Insurance plc.
'UF IB'	IB business originally issued by UF .
'UFLA'	United Friendly Life Assurance Limited
'UF OB'	OB business originally issued by UF .
'unitised'	Refers to a with profits policy where premiums have been used to purchase units.

APPENDIX 1

Acquisitions of Royal London

In April 2000, **Royal London** purchased **UAG**, which included **UF** and **RA**, both of which wrote with profits business; **RIL**, **UFLA** and **CL**, which wrote **non-participating** business only, and other non life companies. The assets backing the long term business of the **UAG** life companies and the associated liabilities were transferred into the **RL LTF** with effect from 1 January 2001. The **OB** with profits liabilities of **RA** were transferred into a separate sub-fund the **RA OB Fund** and all other with profits liabilities were transferred into the **RL Main Fund**.

On 1 July 2001 **Royal London** purchased **SL** and its subsidiaries, which included Scottish Life International and other companies. The assets backing the with profits policies (and certain other minor classes of policy) of **SL** and the associated liabilities were transferred into the **SL Closed Fund**, a separate sub-fund of the **RL LTF**. The assets backing the other policies and the associated liabilities were transferred to either the **RL Main Fund** or **RA OB Fund** as appropriate. The **SL Closed Fund** is closed to new business.

The **UAG Scheme of Transfer** provided for the **RA OB Fund** to merge into the **RL Main Fund** after a certain period and after certain requirements had been met. Accordingly the assets and liabilities of the **RA OB Fund** were transferred into the **RL Main Fund** on 31 December 2006 and thereafter the **RA OB Fund** ceased to exist.

On 3 June 2008 **Royal London** purchased Scottish Provident International Life Assurance Limited.

On 1 August 2008 **Royal London** purchased **PLAL**. On 29 December 2008 the assets backing the with profits policies of **PLAL** and the associated liabilities were transferred into the **PLAL With-Profits Sub-fund**, a separate sub-fund of the **RL LTF**. The assets backing the **non participating** policies and the associated liabilities were transferred to the **RL Main Fund**. The hybrid policies were allocated to the **RL Main Fund** with the assets and liabilities backing the with profits benefits being transferred to the **PLAL With-Profits Sub-fund** and the assets and liabilities related to the investment linked benefits being transferred to the **RL Main Fund**. The **PLAL With-Profits Sub-fund** is closed to new business other than increments or switches from investment linked funds.

Royal London purchased certain protection business written by Scottish Provident Limited and Scottish Mutual Assurance Limited and on 29 December 2008 the assets backing these protection policies and the associated liabilities were transferred to the **RL Main Fund**.

On 1 July 2011 **Royal London** acquired **Royal Liver** and its subsidiaries. All of the assets and liabilities of **Royal Liver** (except some of the infrastructure assets) were transferred into the **Royal Liver Sub-Fund**, a separate sub-fund of the **RL LTF**. The **Royal Liver Sub-Fund** is closed to new business.

APPENDIX 2

Policies included in this PPFM document

Group A: **Conventional** with profits policies issued by **RL** before 1 January 2001.
It covers **OB** pension business and **IB** and **OB** life business.

Examples of policies include:

OB pension

Adaptable Personal Pension
Personal Pension
Group Personal Pension
Free Standing Additional Voluntary

OB life

Peace of mind
Profitmaker
Endowment Economy Plus
Endowment low start
Endowment Plus
Cornerstone with profits
Whole Life
Orchid

IB life

Peace of mind
Cashplan 5
Endowment with profits
Option 5
Family care
Whole Life

Group B: **Unitised** with profits policies issued by **Royal London**. It covers the following products (at 31 July 2007):

Investment Plan - With Profit Bond
With Profits Bond
European With Profits Bond (only available in Germany)
With Profits Bond Plus (only available in Germany)
Savings Plan
With Profits ISA (only open for top-ups to existing plans)
Personal Pension Plan (closed to new business in April 2001).

Group C: With profit benefits of **Scottish Life** policies that are held outside the **SL Closed Fund**. It covers the following products (at 31 December 2008):

OB pension business:

Crest Growth Final Salary (With Profits)
Crest Growth Money Purchase (With Profits)
Retirement Solutions Group Personal Pension Plan
Retirement Solutions Company Pension Scheme
Individual Executive Pension Plan
Individual Pension Portfolio
Individual S32 Buyout Bond
Talisman Continuation Pension Plan (Versions 1 to 6)
Talisman Group Pension Plan (Versions 1 to 6)
Talisman 98 Executive Pension Plan (Versions 1 and 2)
Talisman 98 Free Standing AVC Plan (Versions 1 and 2)
Talisman 98 Personal Pension (Versions 1 and 2)
Talisman 98 S32 Buyout Bond
Talisman Executive Pension Plan
Talisman Free Standing AVC Plan
Talisman Group Personal Pension Plan
Talisman Phased Retirement Contract
Talisman Personal Pension
Crest Secure Final Salary
Crest Secure Money Purchase

OB life business:

Budget Plan (top ups)
Profitbuilder All Purpose Financial Plan
Profitbuilder House Purchase Plan
Profitbuilder Savings Plan

Group D: **Conventional** with profits policies issued by **UAG** i.e. with profits policies written by **RA** and **UF**. It covers **OB** pension business and **IB** and **OB** life business.

OB pension business originally written by **UF** and issued before 1 August 1997.
With profits personal pension
With profits Freestanding AVC
With Profits APP

OB life business originally written by **UF** and issued before 1 August 1997.
Endowment with profits
Whole life with profits
Low cost endowment

IB business originally written by **RA** under the Refuge brand and issued before 1 August 1997 and under the United friendly brand and issued from 1 August 1997.

Endowment assurance
Flying start saver plan
Cash Back Saver
Solid growth saver plan
Shield Plus Protection
Life Plus Protection
Whole life plan
Whole life with 5 yearly cash payments (Tables 30, 32, 39)
Whole life with 10 yearly cash payments (Table 38)

IB business originally written by **UF**: and issued before 1 August 1997.

Whole life

Endowment

Whole life with 5 yearly cash payments (Tables 5, 25)

Group E: Unitised with profits policies issued by **RA** before 1 January 2001.

Capital Investment Bond issued under the Refuge brand before 1 August 1997

Capital Investment Bond issued under the United Friendly brand from 1 August 1997

Investment Plan - With Profit Bond issued under the United Friendly brand before 1 January 2001

Personal Pension Plan issued under the United Friendly brand between 1 October 1999 and 31 December 2000.

Group F: Conventional with profits policies issued by **RA** before 1 January 2001. It covers **OB** life and pension business.

Policies under the Refuge brand - these were all issued before 1 August 1997.

Policies under the United Friendly brand - these were issued after 31 July 1997 and before 1 January 2001.

Examples of policies include

OB life

Child savings plan

Bonus savings plan

Endowment assurance

Capital bonus savings plan

Homesaver

Homestarter

Low cost endowment

Mortgage endowment plan

Moneybuilder

Whole life assurance

Totalife Plus plan

OB pension

Personal pension

Free standing Additional Voluntary Contributions plan

With Profit Personal Pension Plan

With Profit Freestanding AVC Plan