

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN THE MATTER OF THE LIQUIDATION :  
OF SCOTTISH RE (U.S.), INC. : C.A. 2019-0175-JTL  
\_\_\_\_\_ :

**RECEIVER'S PROCEDURES FOR CLAIMS NOT  
ADDRESSED BY THE CEDENT REINSURANCE CLAIM  
PROCEDURES (GENERAL CLAIMS – ALL CLAIMANTS)**

**SECTION I  
PREAMBLE**

These procedures concern claims that allege amounts due and owing from SRUS to claimants for all claims that are not covered by the Cedent Reinsurance Claim Procedures, and the Receiver's determination of those Claims ("General Claims Procedures"). These General Claims Procedures include: (1) Cedent claims for amounts alleged to be due and owing because of the termination of their reinsurance agreement with SRUS on September 30, 2023 ("Cedent Termination Claims"); and (2) all claims other than Cedent Termination Claims and Cedent Reinsurance Claims.

The General Claims Procedures are the exclusive means of evaluating and determining these claims. Along with the Cedent Reinsurance Claim Procedures, these procedures provide a standardized and efficient process to evaluate and determine all claims. As opposed to Cedent Reinsurance Claims, which are relatively uniform and involve settled financial data, these claims include different types of claims and some that require complex methodology to value.

## SECTION II DEFINITIONS

Any term used in these General Claims Procedures that is not defined in this Section but is defined in 18 *Del. C.* ch. 59 (“DUILA”) shall have the meaning set forth therein. All terms other than those defined in this Section or the DUILA shall have their common meaning in the English language. Otherwise, with respect to these General Claims Procedures, these terms shall have the following meanings:

- (a) “Approval” refers to the date on which an Order is filed by the Chancery Court approving these General Claims Procedures either as filed or with modifications by the Court.
- (b) “Bar Date” refers to the deadline set by the Court pursuant to 18 *Del. C.* § 5929(b) for a clamant to file a proof of claim with the estate in accordance with these General Claims Procedures. This date is **JUNE 23, 2027**. Pursuant to 18 *Del. C.* § 5918(e)(7) all claims that are subject to these General Claims Procedures that are filed after the Bar Date are deemed late filed and, unless such late filing is excused by the Court, the claim is assigned to Priority Class 7.
- (c) “Cedent” refers to the definition of “Cedent” as contained within the definition of “Reinsurance” in this Section II. For the avoidance of doubt, Cedent refers to an individual Cedent entity and not a group of affiliated or non-affiliated Cedents.
- (d) “Cedent Reinsurance Claims” refers to a claim or claims by a Cedent against SRUS made under the Cedent Reinsurance Claim Procedures.
- (e) “Cedent Termination Claims” refers to the definition of “Cedent Termination Claims” as defined in Section I – Preamble.
- (f) “Chancery Court” refers to the Delaware Court of Chancery.
- (g) “Claim Valuation”, “Valuation”, or “Value” refer to the process in which the Receiver evaluates, values, or otherwise determines a claim pursuant to these General Claims Procedures.
- (h) “General Claims Procedures” refers to the definition of “General Claims Procedures” as defined in Section I – Preamble.

- (i) “Liquidation Order” refers to the Liquidation and Injunction Order entered by the Chancery Court on July 18, 2023, placing SRUS into liquidation.
- (j) “Offset” or “Setoff” refers to the reduction of the amount owed by one party to a second party by crediting the first party with amounts owed it by the second party. Offset rights in the liquidation proceedings of SRUS are governed by 18 *Del. C.* § 5927.
- (k) “Priority Class” refers to the Priority Class of a claim under 18 *Del. C.* § 5918. All timely filed Cedent Termination Claims, unless notified otherwise, are Priority Class 6 pursuant to 18 *Del. C.* 5918 (e)(6).
- (l) “POC Process” when referred to in these General Claims Procedures refers to the process by which claims against SRUS are initiated, reviewed, analyzed, and valued by the Receiver.
- (m) “Receiver” refers to the Honorable Trinidad Navarro, Insurance Commissioner of the State of Delaware in his capacity as the Receiver of SRUS, or his duly appointed deputy receiver(s) and Designees as that term is defined in the Liquidation Orders.
- (n) “Reinsurance” refers to the contractual transfer or cession by an insurer known as a “Cedent” of some or all of its risk to its policyholders to another insurance company known as the “Reinsurer” for which the Reinsurer is paid a premium by the Cedent (which may or may not relate specifically to the premium paid by the underlying policyholder). The terms and conditions of this transfer are contained in a “Reinsurance Agreement” or “Treaty” and any amendments or endorsements thereto. The Reinsurer may, in turn, contractually transfer or cede some or all of its risk that it assumed from the Cedent to another Reinsurer known as a “Retrocessionaire” for which the Retrocessionaire is paid a premium by the Reinsurer. The terms and conditions of this transfer are contained in a “Retrocession Agreement” and any amendments or endorsements thereto.
- (o) “Reinsurance Agreement” refers to the definition of “Reinsurance Agreement” as contained within the definition of “Reinsurance” in this Section II.

## **SECTION III GENERAL CLAIMS PROCESS**

### **3.1. General Information**

3.1.1 These General Claims Procedures, together with the Cedent Reinsurance Claims Procedures, Dispute Resolution Procedures, and Final Determination of Claims Procedures, implement the claims, reporting, Valuation, and final determination provisions of the DUILA, including 18 *Del. C.* § 5917.

3.1.2 Upon Approval, the General Claims Procedures will be the exclusive means for evaluating and determining Cedent Termination Claims and all other claims, including Cedent claims that are not Cedent Reinsurance Claims or Cedent Termination Claims.

3.1.3 Within thirty (30) days of the Approval, the Receiver shall serve all claimants with a packet containing the following: (a) General Claims Proof of Claim Form (“General Claims POC”) and Instructions (collectively, the “General Claims Packet”).

3.1.4 Within five (5) business days of the Approval, the Receiver will post the following to the website maintained for the SRUS liquidation:<sup>1</sup> (a) the General Claims Procedures; and (b) a template of the General Claims Packet.

### **3.2. General Claims POC Submission Process**

General Claims are divided into two distinct categories: (a) Cedent Termination Claims; and (b) all other claims, including Cedent claims that are not Cedent Reinsurance Claims or Cedent Termination Claims.

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<sup>1</sup> [https://insurance.delaware.gov/divisions/rehab\\_bureau/rehab\\_bureau\\_scottishreusinc/](https://insurance.delaware.gov/divisions/rehab_bureau/rehab_bureau_scottishreusinc/)

### **3.2.1 Cedent Termination Claims**

3.2.1.1 For Cedent Termination Claims, before the POC process can commence, each Cedent seeking to assert a Cedent Termination Claims must submit to the Receiver a seriatim listing of the in-force policies covered under each treaty ceded to SRUS as of 9/30/2023. For each seriatim listing submitted, the cedent will submit an affidavit, signed by a company officer, stating that:

- A. the cedent utilized reasonable procedures to provide a high level of assurance (not absolute assurance) that the listing is complete and accurate; and
- B. based on the procedures followed and the cedent's normal control procedures, the signing officer believes that the listing is complete and accurate to the best of his/her knowledge, information, and belief.

3.2.1.2 After receiving the affidavit and seriatim listing referenced in the preceding paragraph, the Receiver will use the information provided to calculate the present value of future losses for each treaty using the Gross Premium Reserve Valuation method ("GPV"). A description of the GPV, including the methodology and assumptions used in calculating it, are set forth in a Memorandum of Present Value of Future Losses/Gains ("GPV Memo") prepared by Ryan Fuhs, Senior Actuarial Executive for the Liquidation Estate of Scottish Re (U.S.), Inc. A copy of the GPV Memo is attached to these General Claims Procedures as Exhibit "A".

3.2.1.3 After the GPV calculation is completed, the Receiver will issue to the claimant a Cedent Termination Proof of Claim form ("Cedent

Termination Claims POC”). A template of the Cedent Termination Claims POC is attached to the General Claims Procedures as Exhibit “B.”

3.2.1.4 The Cedent Termination Claims POC will identify, in the aggregate (all treaties), the Receiver’s Valuation of the Cedent Termination Claims (“Total Undisputed Cedent Termination Claims Amount”).

3.2.1.5 If the Cedent claimant accepts the Total Undisputed Cedent Termination Claims Amount, the Cedent shall complete, notarize, and return the Cedent Termination Claims POC to the Receiver no later than the Bar Date.

3.2.1.6 No later than forty-five (45) days after the Bar Date, the Receiver shall submit all Cedent Termination Claims POCs in which a Cedent has accepted the Total Undisputed Cedent Termination Claims Amount, along with the Receiver’s recommendation, to the Chancery Court for final determination pursuant to the procedures for Final Determination of Claims.

3.2.1.7 If a Cedent does not accept the Total Undisputed Cedent Termination Claims Amount, the Cedent must complete and notarize the General Claims POC form in accordance with 3.2.2.2 – 3.2.2.5. A template of the General Claims POC is attached to the General Claims Procedures as Exhibit “C.”

3.2.1.8 The Cedent’s submissions to the Receiver referenced in the preceding paragraph must include either (i) the Cedent’s valuation of the Cedent’s Termination Claim applying the GPV methodology set forth in

Exhibit A of these procedures, together with the specific calculations and other information used by the Cedent to make its valuation, or (ii) the Cedent's valuation of the Cedent's Termination Claim applying a different valuation methodology. In the latter case, the submission must include an explanation of the methodology used, identification of all assumptions, and an explanation as to why the Receiver's GPV assumptions are unreasonable or the GPV valuation is erroneously calculated.

3.2.1.9 If a Cedent has additional claims against SRUS other than Cedent Reinsurance Claims, or Cedent Termination Claims in which the Cedent disputes the Total Undisputed Cedent Termination Claims Amount, those Cedent claims must comply, and will proceed in accordance, with the General Claims Procedures stated below in 3.2.2.1.

### **3.2.2 General Claims Other Than Cedent Termination Claims**

3.2.2.1 All other claimants, including Cedents that have claims against SRUS other than a Cedent Reinsurance Claim or Cedent Termination Claims, initiate the POC Process for such claims by completing and submitting a General Claims POC form with supporting documentation to the Receiver for review, evaluation, valuation, and determination.

3.2.2.2 Each section of the General Claims POC form must be completed. If a section is not applicable, please state "N/A".

3.2.2.3 A separate General Claims POC form must be completed for each claim against SRUS.

3.2.2.4 The General Claims POC form must:

- (a) be filled out completely including the Priority Class that the claimant asserts is applicable to the claim;
- (b) be accompanied by all documentation that the claimant asserts materially supports the claim against SRUS and which the claimant relies upon to support the claim;
- (c) be signed under oath by the person filing the General Claims POC or an authorized representative; and
- (d) be returned to the SRUS estate at the address indicated on the General Claims POC form on or before the Bar Date so that the proof of claim and supporting documentation are received by the SRUS estate by that date. If they are not, the claimant's claim(s) will be barred from sharing in any distributions of assets from the SRUS estate unless assets become available to pay Class 7 (late-filed) claims.

3.2.2.5 A claimant submitting a General POC Form must use the

following conventions, as applicable:

- (a) For Retrocessionaire claimants: Any negative values for a legal entity will not be capped at \$0 as these values represent a claim by the liquidation estate against the Retrocessionaire;
- (b) For Retrocessionaire claimants: Consistent with the Liquidation Order, the amount of coverage under the Retrocession agreement will assume the recapture by SRUS of all excess retrocession up to \$4,000,000 per life for all treaties where SRUS has the right to raise the retention;
- (c) For all Claimants: Claims related to future claims, or future premiums shall use the assumptions as described in the GPV memo.

3.2.2.6 A claimant may use photocopies of the General Claims POC form,

***but the claimant's signature and the notarization submitted to the Receiver must be the original signature and notarization.***



### **3.2.3 General Claims POC Evaluation Process Other Than Where Cedent Accepts Total Undisputed Cedent Termination Claims Amount**

3.2.3.1 Upon the Receiver's receipt, review, and evaluation of: (1) a claimant's completed General Claims POC and supporting documentation; or (2) a Cedent's Termination Claim POC in which a Cedent has not accepted the Total Undisputed Cedent Termination Claims Amount and supporting documentation, the Receiver will either: (a) issue a Notice of Determination ("NOD") regarding the claimant's claim(s) that assigns a Priority Class and Value to the claim(s); or (b) communicate with the claimant in an attempt to: (i) obtain additional information needed for the Receiver to issue a NOD for the claim(s); and/or (ii) reconcile discrepancies between the Receiver and claimant's Priority Class or Valuation of the respective claim(s).

3.2.3.2 Claim discrepancies that are resolved through the reconciliation process referenced in the preceding paragraph will be stipulated by the Receiver and claimant. A Notice of Determination of Agreed Class and Value ("NODACV") will then be issued by the Receiver, signed and notarized by the claimant, and submitted for final determination in accordance with the procedures for Final Determination of Claims.

3.2.3.3 If the reconciliation process fails to resolve discrepancies in the Priority Class or Valuation of the claim(s), the claim(s) in question shall proceed to the dispute resolution process as set out in the Dispute Resolution Procedures.

3.2.3.4 At any time prior to final determination by the Chancery Court, the Receiver and any claimant with an unresolved claim(s) may continue to conduct informal attempts to resolve any disagreements regarding such claim(s) and if an agreement is reached, such claim will then become a stipulated claim and the Receiver will replace the NOD with an NODACV which will be submitted to the Chancery Court for final approval in accordance with the Final Determination of Claims Procedures.

# EXHIBIT “A”

## Present Value of Future Losses/Gains

### GPV Calculation

Each cedent will submit to the Receiver for each treaty a Seriatim listing of the inforce policies covered under its treaties ceded to Scottish Re (U.S.), Inc., in Liquidation ("SRUS") as of September 30, 2023. For each Seriatim listing submitted, the cedent will submit an affidavit signed by a company officer stating,

1. The cedent utilized reasonable procedures to provide a high level of assurance (not absolute assurance) that the listing is complete and accurate and,
2. Based on the procedures followed and the cedent's normal control procedures, the signing officer believes that the listing is complete and accurate to the best of his/her knowledge.

The Receiver will estimate the present value of future losses for each treaty, using the Gross Premium Reserve valuation method ("GPV"). The GPV is a widely accepted actuarial method used for measuring the assets that are sufficient to satisfy obligations for a portfolio of insurance risks under moderately adverse assumptions. Under this method the book value of the assets that satisfy the obligations is the Gross Premium Reserve.

Since the assets ultimately distributed will be cash, the Receiver will conduct the Gross Premium Reserve by assuming assets are liquidated for cash on the liquidation date so that the book value and market value of assets are equal on the date of valuation. This cash is then assumed to be invested on the valuation date based on market yields on the valuation date. The actuarial assumptions are in accordance with the assumptions used by SRUS for its 2022 Actuarial Memorandum developed in support of the 2022 Statement of Actuarial Opinion for SRUS (the "2022 Actuarial Opinion") except for the following assumptions:

1. The expense assumption used in the GPV calculation will be based on maintenance and overhead expenses necessary to administer the business.

2. For treaties with trusts, a moderately adverse spread was included in the GPV calculation.
3. The GPV discount rates are based on the projected net investment earned rates resulting from an initial cash investment and the reinvestment of future positive cash flow at the projected new money rate using the September 30, 2023 forward curve and the method and spread assumptions contained in the 2022 Actuarial Memorandum.

Consistent with the Liquidation Order, the GPV valuation will use the contractual maximum premium for all assumed YRT business except where SRUS is contractually precluded from raising YRT premiums and will assume that, as a result, any Cedent receiving such a rate increase will exercise their option (contractual or otherwise) to recapture their business on the next policy anniversary date following September 30, 2023 for each policy covered under the respective treaty rather than pay the increased rates. As a consequence, for the majority of YRT reinsurance the GPV will be the expected death benefits between (immediately following) September 30, 2023 and the next anniversary of each of the underlying policies covered under the treaty.

If a legal entity has multiple treaties with SRUS, the GPV will be separately calculated for each treaty and aggregated among the multiple treaties. If the aggregated amount at a legal entity level is negative (the present value of premiums is in aggregate greater than the present value of benefits and expenses), it will be capped at \$0.

In the event the legal entity has business that is secured by a trust and the GPV is greater than the amount received by the legal entity from disposition of the trust, the difference between the GPV and the amount received will be added to the cedent's claim.

The Liquidator will continue to accept liability for claims on inforce policies incurred prior to October 1, 2023, but reported after September 30, 2023, through the bar date. Given the continued acceptance of liability for claims, the present value of future losses will not include an amount for claims Incurred but Unreported ("IBNR").

## Methodology

The GPV is calculated based on the present value of calendar year cash flows over the life of the treaty for Financial Solutions ("FS") business and over a 50-year projection horizon for Traditional Solutions ("TS") business. The cash flows consist of, as applicable, premiums, surrender benefits, death benefits, annuity benefits, commissions and expense allowances on assumed reinsurance, policy expenses, and overhead expenses. Consistent with the requirements of Actuarial Standard of Practice No. 22, the assumptions used are moderately adverse.

For a September 30, 2023 valuation, the GPV for TS business includes cash flows over the period from October 1, 2023, until September 30, 2073, when only an immaterial amount of the initial underlying business (less than 0.2%) remains inforce.

## Assumptions

The liability assumptions underlying the GPV calculation are in accordance with those used by SRUS for its 2022 Actuarial Memorandum developed in support of the 2022 Actuarial Opinion other than expenses, moderately adverse spreads, and discount rates, which are set forth in the GPV Calculation Section, above. The assumptions for the TS business and FS business are described below.

### Traditional Solutions

#### Mortality

The base mortality assumption is the Summit version 4 table. The Summit table is a proprietary table owned by Hannover Life Reassurance Company of America. The Summit mortality rates are adjusted based on experience, expected mortality improvement, mortality deterioration, and a provision for adverse deviation. These mortality adjustments are contained on pages 52-67 of the 2022 Actuarial Memorandum.

## Termination

The lapse rates for are contained on pages 68-71 (level term period lapse rates and permanent lapse rates including net amount at risk run-off) and 56 (post-level term lapse rates).

## Expenses

The expenses will be based on a per policy expense only including third party administration expenses. The third party administration expense level is consistent with the amounts on page 37 of the 2022 Actuarial Memorandum.

## Financial Solutions

## Mortality

The mortality assumptions used, if applicable, are summarized on page 76 of the 2022 Actuarial Memorandum.

## Termination

The termination rates for annuities are the sum of non-interest sensitive termination rates and interest sensitive termination rates. The rates and methodology used are on pages 76-79 of the 2022 Actuarial Memorandum. Assumptions for annuity benefits, if applicable, are on page 79 of the Actuarial Memorandum.

## Premiums

The premium assumptions for the applicable annuity and universal life business are on page 77 of the 2022 Actuarial Memorandum.

## Policy.Expenses

The contractual policy maintenance expenses, if applicable, are on page 79 of the 2022 Actuarial Memorandum.

## Overhead.Expenses

The contractual policy maintenance expenses are on page 79 of the 2022 Actuarial Memorandum.

## Interest.Crediting

The interest crediting strategy for annuities is described on page 80 of the 2022 Actuarial Memorandum.

#### Moderately.Adverse.Spread.Assumption

For FS treaties with an associated trust, a spread for moderately adverse investment/disintermediation risk was used in the GPV calculation. The spread was determined using the cost of capital method. The target capital for the liability was estimated at 300% of the company action level of NAIC risk based capital, with a required return of 15% of target capital.



# EXHIBIT “B”

**SCOTTISH RE (U.S.), INC. IN LIQUIDATION**  
**CEDENT PROOF OF CLAIM FORM**  
**FOR CEDENT REINSURANCE TERMINATION CLAIMS**

POC Number  
(Receiver Use)

**BAR DATE FOR FILING CEDENT REINSURANCE TERMINATION CLAIMS**  
**IS JUNE 23, 2027**

Please read the instructions carefully before fully completing all pages of this Proof of Claim form. Each section must be fully completed.

1. CEDENT'S NAME: XYZ, Corporation, Inc.  
(Type correct name if it differs) \_\_\_\_\_
2. MAILING ADDRESS: \_\_\_\_\_
3. TEL. NO. (Daytime): \_\_\_\_\_ 4. ALTERNATE TEL. \_\_\_\_\_
5. E-MAIL ADDRESS: \_\_\_\_\_
6. ARE YOU REPRESENTED BY AN ATTORNEY: YES ( ). NO ( ). If YES, provide attorney's name, address, telephone no. and email.  
  
\_\_\_\_\_

7. Do you accept the Receiver's calculation of the TOTAL UNDISPUTED CEDENT TERMINATION CLAIM AMOUNT for XYZ Corporation, Inc. of \$750,000.  
( ) YES  
( ) NO

If "YES" – Sign this form and have it notarized and return it as directed below.

If "NO" – Complete Question 8, then sign this form and have it notarized and return it as directed below.

8. AMOUNT OF YOUR CLAIM: \$ \_\_\_\_\_

You must, on a separate sheet, provide all calculations used to compute this valuation, along with an explanation of your calculation. If you do not use the assumptions used in the GPV memo, you must show the assumptions that you used along with an explanation of why you used those assumptions and why you contend the Receiver's assumptions are unreasonable.

**IMPORTANT:** This Proof of Claim must be sworn to before a Notary Public or person authorized to administer oaths.

I swear under the penalties for perjury that the facts stated in this Proof of Claim to be filed in the liquidation proceeding of Scottish Re (U.S.), Inc. are true and correct.

STATE OF \_\_\_\_\_ )  
Cedent (sign on line above)  
Print Name: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )  
Title or Official Capacity of Signatory for Corporation or Other Entity

Subscribed and sworn to before me, a Notary Public this\_\_ day of \_\_\_\_\_ , 202\_\_.

Signature of Notary Public \_\_\_\_\_ Printed Name of Notary Public

I am a resident of \_\_\_\_\_ County, \_\_\_\_\_ .

My commission expires\_\_\_\_\_ .

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**DEADLINE FOR FILING CEDENTER TERMINATION REINSURANCE CLAIMS IS  
JUNE 23, 2027**

**THIS PROOF OF CLAIM AND ALL SUPPORTING DOCUMENTATION  
MUST BE RECEIVED BY SCOTTISH RE (U.S.), INC. IN LIQUIDAITON  
AT THE FOLLOWING ADDRESS ON OR BEFORE THE BAR DATE:**

**Scottish Re (U.S.), Inc. in Liquidation  
1 Righter Parkway  
Suite 280  
Wilmington DE 19803-1555**

# EXHIBIT “C”

**SCOTTISH RE (U.S.), INC. IN LIQUIDATION**

**PROOF OF CLAIM FORM  
FOR GENERAL CLAIMS**

POC Number  
(Receiver Use)

**BAR DATE FOR FILING GENERAL CLAIMS IS JUNE 23, 2027**

Please read the instructions carefully before completing all pages of this Proof of Claim form.  
Each section must be fully completed.

1. CLAIMANT'S NAME: \_\_\_\_\_

(Type correct name if it differs) \_\_\_\_\_

2. MAILING ADDRESS: \_\_\_\_\_

3. TEL. NO. (Daytime): \_\_\_\_\_ 4. ALTERNATE TEL. \_\_\_\_\_

5. E-MAIL ADDRESS: \_\_\_\_\_

6. ARE YOU REPRESENTED BY AN ATTORNEY: YES ( ). NO ( ). If YES, provide  
attorney's name, address, telephone no. and email.

7. In the space below, give a STATEMENT of the FACTS giving rise to your claim (attach  
additional sheets if necessary, as well as all documentation supporting your claim).\*

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8. AMOUNT OF YOUR CLAIM: \$ \_\_\_\_\_

9. What classification do you contend should be assigned to your  
claim: (See instructions for an explanation of each Class)

\* SRUS \* General Proof of Claim Form

**(Choose one only)**

- ☐ Class I (Administrative Expense)
- ☐ Class IV (Taxes or Debts to the United States)
- ☐ Class V (Compensation for Non-Officer Employees of Indemnity Insurance Corporation, RRG)
- ☐ Class VI (General Creditor Claim, including non-insurance policy contract claims, and claims of Reinsurers)
- ☐ Class VII (Claims Within Classes I-VI but filed after the Bar Date)
- ☐ Class VIII (Surplus Notes or Similar Obligations)
- ☐ Class IX (Shareholders or Owners Claims)

10. Is there OTHER INSURANCE which may cover this claim? YES ( ). NO ( ). If YES, give name of the insurer(s) and policy number(s).
11. Has a LAWSUIT or other LEGAL ACTION been instituted by anyone? YES ( ). NO ( ). If YES, provide the following:
- A. COURT WHERE FILED:
- B. DATE FILED & DOCKET NUMBER:
- C. PLAINTIFF(S): \_\_\_\_\_
- D. DEFENDANT(S): \_\_\_\_\_

\*A claimant submitting a General POC Form must use the following conventions, as applicable:

- (a) For Retrocessionaire claimants: Any negative values for a legal entity will not be capped at \$0 as these values represent a claim by the liquidation estate against the Retrocessionaire;
- (b) For Retrocessionaire claimants: Consistent with the Liquidation Order, the amount of coverage under the Retrocession agreement will assume the recapture by SRUS of all excess retrocession up to \$4,000,000 per life for all treaties where SRUS has the right to raise the retention;
- (c) For all Claimants: For claims related to future claims or future premiums, if you do not use the assumptions as described in the GPV memo, you must show the assumptions you used along with an explanation of why you used those assumptions and why you contend the Receiver's assumptions are unreasonable.

**IMPORTANT: This Proof of Claim must be sworn to before a Notary Public or person authorized to administer oaths.**

**I swear under the penalties for perjury that the facts stated in this Proof of Claim to be filed in the liquidation proceeding of Scottish Re (U.S.), Inc. are true and correct.**

STATE OF \_\_\_\_\_)  
Cedent (sign on line above)

Print Name:

COUNTY OF \_\_\_\_\_)  
Title or Official Capacity of Signatory for Corporation or Other Entity

Subscribed and sworn to before me, a Notary Public this \_\_ day of \_\_\_\_\_, 202\_\_.

Signature of Notary Public \_\_\_\_\_ Printed Name of Notary Public

I am a resident of \_\_\_\_\_ County, \_\_\_\_\_.

My commission expires \_\_\_\_\_.

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**DEADLINE FOR FILING GENERAL CLAIMS IS**

**JUNE 23, 2027**

**THIS PROOF OF CLAIM AND ALL SUPPORTING DOCUMENTATION  
MUST BE RECEIVED BY SCOTTISH RE (U.S.), INC. IN LIQUIDAITON  
AT THE FOLLOWING ADDRESS ON OR BEFORE THE BAR DATE:**

**Scottish Re (U.S.), Inc. in Liquidation  
1 Righter Parkway  
Suite 280  
Wilmington DE 19803-1555**