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### Secondment discussion points with Deloitte

- The contractual approach to the secondment model (tripartite and commercial secondment agreements) and the rationale for this.
- Employment status and the risk of secondees seeking to claim employment status with LIC UK under the secondment model.
- TUPE analysis regarding the secondment model – we were asked to share our TUPE analysis with the LMAs.
- Control and oversight (including clause 3.5 and 4.3) – we discussed the secondment terms around control and oversight and the significant difference in views between the LMAs and the Belgium regulators about how the underwriting activities will be performed in practice. We agreed that it would be useful to schedule a session with all relevant project workstreams to focus on this issue and walk through the underwriting process and how the control and oversight framework will work in practice.
- Place of work (clause 3.1) – we discussed the request to have flexibility in line with MAs flexible working policies. We agreed to consider this and any necessary amendments to the tripartite secondment agreement to refer to relevant policies and procedures, include home working clauses and necessary insurance and health and safety obligations.
- Qualifications (clause 2.3) – there was a request for information on what qualifications would be required and by when. To the extent that there is any flexibility in relation to when the requirements are met, there was a request to build this flexibility into the agreement.
- Travel (clause 3.2 and 3.3) – there was a concern that it appeared as though LIC had the right to require underwriters to relocate permanently (as opposed to travel on business). There was also a general expectation that underwriters would not be required to travel on LIC business. If this is correct, there was a request to delete the requirement for underwriters to travel at the request of LIC.
- Language – there was a general request to soften the language of the tripartite secondment agreement to lessen the impact for underwriters.
- Confidentiality, IP and Return of Property (clause 4.7, 9, 10 and 14) – we discussed the need for these clauses to be reconsidered in light of the unique nature of the relationships and obligations under other agreements.

We will be discussing the above points with the project team and, subject to instructions, either proceeding with the action or incorporating acceptable points into the revised version of the tripartite secondment agreement and the commercial secondment agreement.