

IN THE HIGH COURT OF JUSTICE OF ENGLAND AND WALES
CHANCERY DIVISION
COMPANIES COURT

IN THE MATTERS OF
OIC RUN-OFF LIMITED ("OIC")

AND

THE LONDON AND OVERSEAS INSURANCE COMPANY LIMITED ("L&O") (BOTH
SUBJECT TO A SCHEME OF ARRANGEMENT)

(EACH A "COMPANY" AND TOGETHER THE "COMPANIES") AND

THEIR FINAL SCHEME CREDITORS

AND IN THE MATTER OF THE COMPANIES ACT 2006

FINAL SCHEME VOTING FORM

The capitalised words and expressions contained within this Final Scheme Voting Form and the guidance notes shall, unless the context requires otherwise, bear the same meaning given to them in the proposed final scheme of arrangement between the Companies and their respective Final Scheme Creditors (the "**Final Scheme**").

All Final Scheme Creditors who wish to vote on the Final Scheme must complete this Final Scheme Voting Form, including page 3 for claims against OIC and page 4 for claims against L&O. As a result of cross guarantees entered into by the Companies, the effect of which is that every Final Scheme Creditor has the same net claims against both Companies, each Final Scheme Creditor will be entitled to vote at each Final Scheme Meeting. Final Scheme Creditors are strongly encouraged to submit a Final Scheme Voting Form in respect of, and otherwise vote at, each Final Scheme Meeting.

You should read this Final Scheme Voting Form, including the guidance notes, carefully. Failure to follow the guidance notes may result in a claim being rejected in whole or in part for voting purposes if the chair of the Final Scheme Meetings has insufficient information to decide whether a claim is fair and reasonable. You should also read carefully the explanatory statement relating to the Final Scheme dated 17 December 2024 (the "**Final Scheme Explanatory Statement**") and the draft Final Scheme document appended to the Final Scheme Explanatory Statement.

This Final Scheme Voting Form is to be used by Final Scheme Creditors of the Companies at the Final Scheme Meetings of the Companies to be held 3:00pm (London time) on 24 April 2025 by way of video conference. Your completed and signed original Final Scheme Voting Form must be received by the Companies at the address below by noon (London time) on 24 April 2025, along with evidence of your Qualifying ILU Policy (note 14).

OIC Run-Off Limited and The London and Overseas Insurance Company Limited
c/o Hampden Plc
40 Gracechurch Street
London, EC3V 0BT
Telephone: +44 (0) 207 863 6560
Email: OICClosureHelpdesk@hampden.co.uk

Further blank copies of the Final Scheme Voting Form can be obtained from the Companies at the address above or by visiting the Website at www.oicrun-offltd.com. If you require any further assistance on voting, please contact the Scheme

Administrators using the contact details below:

PricewaterhouseCoopers LLP 7 More London Riverside London
SE1 2RT
United Kingdom

Telephone: +44 (0) 20 7583 5000

Email: uk_oic_run_off_limited@pwc.com

Final Scheme Creditors should not construe any of the contents of this Final Scheme Voting Form or any assistance provided by the Run- off Company helpdesk to be legal, tax, financial or other professional advice. Each Final Scheme Creditor should consult its own professional advisers as to the legal, tax, financial or other matters relevant to the action it should take in connection with this Final Scheme Voting Form.

SECTION A: VOTING REGISTRATION AND PROXY
(See Appendix 1 for guidance notes)

For the purposes of voting, Final Scheme Creditors should estimate their Final Scheme Prospective Liabilities, being the expected claim payments that would, absent the Final Scheme, arise in relation to claims notified by each Final Scheme Creditor to the Companies after 31 December 2035. Final Scheme Creditors do not need to discount their votes for the time value of money.

To be used at the meetings of Final Scheme Creditors of OIC and L&O (both subject to a Scheme of Arrangement) to be held virtually as described in the accompanying notice summoning the Final Scheme Meetings.

I/We (note 5)
(Enter the name of the Final Scheme Creditor including all former names)

of (note 5)
(Enter the address of the Final Scheme Creditor)

with Creditor Reference ID (if known):

being a Final Scheme Creditor of OIC Run-Off Limited and The London and Overseas Insurance Company Limited.

Claim for voting purposes (please complete 1 and 2)

1) Claim in currency of in the sum of: (note 7 and 8)

2) Please describe the rationale and basis of your claim (note 9)

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Attendee

I will attend and vote (virtually) at the Final Scheme Meetings; OR
hereby appoint:

(i) the chair of the Final Scheme Meetings; OR

(ii) Enter name, email and telephone number for proxyholder other than the chair) who will be attending and voting at the virtual Final Scheme Meeting on behalf of the Final Scheme Creditor

(iii) Name:..... Telephone

Email:

SECTION A: VOTING REGISTRATION AND PROXY
(See Appendix 1 for guidance notes)

As my/our proxyholder to act for me/us at such of the Final Scheme Meetings as I am/we are entitled to attend for the purpose of considering and, if thought fit, approving (with or without modification) the Final Scheme referred to in the notice summoning the Final Scheme Meetings, and at such Final Scheme Meetings, or any adjournment thereof, to vote on my/our behalf and in my/our name for the Final Scheme or against the Final Scheme (either with or without modification) as my/our proxy may approve.

If you want your proxyholder to vote for the Final Scheme (either with or without modification), sign in the box marked "FOR". If you want your proxyholder to vote against the Final Scheme (either with or without modification), sign in the box marked "AGAINST". If you want to abstain from voting on the Final Scheme, sign in the box marked "ABSTENTION". If you want your proxyholder to have discretion to vote for or against the Final Scheme, sign in the box marked "AT DISCRETION". You may not sign in the "AT DISCRETION" box if the chair of the Final Scheme Meetings is your appointed proxyholder.

Vote in the Final Scheme in respect of (note 12):

Claims against OIC

<p>FOR the Final Scheme</p> <p>..... Signature</p>	<p>AGAINST the Final Scheme</p> <p>..... Signature</p>	<p>ABSTENTION</p> <p>..... Signature</p>	<p>AT DISCRETION (only use where the proxy is not the chair) (note 12)</p> <p>..... Signature</p>
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Claims against L&O

<p>FOR the Final Scheme</p> <p>..... Signature</p>	<p>AGAINST the Final Scheme</p> <p>..... Signature</p>	<p>ABSTENTION</p> <p>..... Signature</p>	<p>AT DISCRETION (only use where the proxy is not the chair) (note 12)</p> <p>..... Signature</p>
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If you are the duly authorised representative of the Final Scheme Creditor or the duly authorised agent and/or legal adviser of the Final Scheme Creditor, enter the capacity in which you have signed this Final Scheme Voting Form (for example director, partner or agent and/or legal adviser) below. A signature on this form shall constitute the giving of a warranty that the signatory has been duly authorised by the relevant Final Scheme Creditor to sign the form on its behalf (note 5).

Authorised signatory:

Name (note 5):

Position/Capacity:

Telephone Number:

Email:

Person to contact in the event of a query in respect of this form of proxy (if different from above):

Name (note 5):

Position/Capacity:

Telephone Number:

Email:

Appendix 1: GUIDANCE NOTES

1. The value to be attributed to each Final Scheme Creditor's claim for voting purposes will be determined by the chair of the Final Scheme Meetings on the basis of the information provided by the Final Scheme Creditor on the Final Scheme Voting Form and the information available from the Companies' existing records. The chair will convert any claim submitted to him in a currency other than US Dollars into US Dollars, converted at the mid-market rate for US Dollars published by the Financial Times as at the Final Scheme Record Date.
2. If the Scheme Administrators and a Final Scheme Creditor are unable to reach agreement upon (i) the amount of that Final Scheme Creditor's Final Scheme Prospective Liabilities as at the Final Scheme Bar Date for voting purposes, or (ii) whether a Final Scheme Creditor has a Qualifying ILU Policy and is therefore entitled to vote at the Final Scheme Meetings, the matter will be referred to the Vote Assessor for adjudication. The Vote Assessor's decision on this matter will be final and binding on the Final Scheme Creditor, the Companies and the Scheme Administrators in the absence of manifest error.
3. The admission of a claim for voting purposes does not constitute an admission of the existence or amount of any liability of the Companies and will not bind the Scheme Administrators, the Companies or Final Scheme Creditors.
4. Any alteration to the form of proxy must be initialed by the person who signs it. If you are a Final Scheme Creditor and wish to vote or wish to instruct your proxy to vote in respect of the Final Scheme, you should complete a Final Scheme Voting Form and return it with the form of proxy.
5. Please enter the name and address of the Final Scheme Creditor (including all former names) in block capitals. The name and address of the Final Scheme Creditor must be legible. If you are the duly authorised agent and/or legal adviser of a number of Final Scheme Creditors, complete a separate form of proxy in respect of each Final Scheme Creditor (photocopying the form as many times as necessary) and provide evidence (which must be satisfactory to the chair of the Final Scheme Meetings) of your authority to execute the form of proxy on their behalf (for example a deed of assignment or a letter of authority). Failure to provide such evidence of authority on behalf of one or more Final Scheme Creditors will invalidate the Final Scheme Voting Forms in respect of those Final Scheme Creditors. Please note that where there are a number of companies within a group who are each Final Scheme Creditors, each company must complete a separate form of proxy because a group submission is not permissible.
6. Subject to implementation of the Final Scheme in accordance with its terms, Final Scheme Creditors that do not submit a Final Scheme Voting Form for whatever reason, or whose Final Scheme Prospective Liabilities are not accepted by the Vote Assessor in accordance with note 2 above will still be eligible to receive an equal share of the Final Scheme Assets so long as they submit valid Final Scheme Claim Documentation acceptable to the Scheme Administrators in accordance with the Final Scheme.
7. For the purposes of voting, Final Scheme Creditors should estimate their Final Scheme Prospective Liabilities, being the expected claim payments that would, absent the Final Scheme, arise in relation to claims notified by each Final Scheme Creditor to the Companies after 31 December 2035 in respect of their Qualifying ILU Policy. Final Scheme Creditors may estimate the value of their Final Scheme Prospective Liabilities for this Final Scheme Voting Form by applying the Estimation Guidelines, that accompanied the Amending Scheme, to their position as at the date of their Final Scheme Voting Form. The value to be included on this Final Scheme Voting Form may then be assessed as either:
 - a. The component of that figure that relates to claims notifications expected after 31 December 2035 that will then be identifiable directly from the underlying projection; or
 - b. A calculated figure that considers the expected pattern of expected future payments after the Final Scheme Bar Date that is consistent with the underlying projection and then adjusts that figure based on an assumed average delay between claim notification and claim payment.

Final Scheme Creditors do not need to discount their votes for the time value of money.

8. Final Scheme Creditors may choose to place a nominal value on their vote as an estimate. The Scheme Administrators appreciate that some Final Scheme Creditors may have difficulty in estimating their Final Scheme Prospective Liabilities. However, the Scheme Administrators do not want to deter such creditors from voting where they consider they have Final Scheme Prospective Liabilities and it will be acceptable for a nominal value to be placed on the vote as an estimate. Final Scheme Creditors should be aware that by potentially undervaluing their vote they will have less impact on the voting outcome and so the Scheme Administrators encourage such creditors to provide an evaluated voting estimate where possible.
9. Whichever of the methods in guidance note 7 or 8 is chosen, the rationale for the estimate should be supported by a short explanation by reference to the nature of the creditor's policy exposures and claims experience to date.

10. Particulars should be provided of any estimated Final Scheme Prospective Liabilities, and should include details of the basis upon which any figure has been estimated. Information should be provided to enable the Chair of the Final Scheme Meetings to judge whether, and to what extent, such estimates of Final Scheme Prospective Liabilities can be accepted for voting purposes. In doing so, the chair may refer to the Scheme Actuarial Adviser for advice in relation to the estimated Final Scheme Prospective Liabilities.
11. Final Scheme Creditors should be aware that it is their sole responsibility to ensure the accuracy and completeness of any and all information included in their Final Scheme Voting Form.
12. If you have appointed the chair of the Final Scheme Meetings as your proxy and you wish your vote to be counted, you must sign either the box marked "FOR" or the box marked "AGAINST". If you sign in either the box marked "ABSTENTION" or the box marked "AT DISCRETION", the chair will abstain from voting on your behalf. If you do not sign in any of the boxes, this form of proxy will not operate as a valid appointment of your proxy and consequently no vote will be cast on your behalf. Note that if you sign the box marked "FOR", the chair may vote for the Final Scheme either with or without modification.
13. If you are the duly authorised representative of a corporation or a partnership or other unincorporated body or person, or the duly authorised agent and/or legal adviser of a Final Scheme Creditor or a number of Final Scheme Creditors, enter your name, the capacity in which you have signed the form of proxy (for example, director, partner, agent and/or legal adviser) and contact details. Please note that if you are the duly authorised representative of a number of companies, a separate form of proxy (photocopying the form as many times as necessary) should be completed. As mentioned in note 5 above, you must also provide evidence (which must be satisfactory to the chair of the Final Scheme Meetings) of your authority to execute the form of proxy on behalf of the Final Scheme Creditor.
14. When submitting your Final Scheme Voting Form, you must submit evidence satisfactory to the Scheme Administrators (i) that you have a valid Qualifying ILU Policy for OIC and/or L&O, and (ii) that you validly submitted an "Opt Out Form" in accordance with the terms of the Amending Scheme. This evidence must be submitted before noon (London time) on 24 April 2025, and should include, but not be limited to:
 - a. details of each Qualifying ILU Policy held by that Qualifying ILU Policyholder (e.g. policy schedules and/or slips);
 - b. to the extent possible, details of any liabilities owed to that Qualifying ILU Policyholder by either or both of the Companies under those Qualifying ILU Policies; and
 - c. to the extent possible, documents and other information in support of those liabilities referred to above.
15. If the Scheme Administrators have previously either (i) received from you the evidence required by guidance note 14, or (ii) obtained satisfactory evidence from the Companies' own records that you are an Opt Out Qualifying ILU Policyholder, then the Scheme Administrators will confirm in writing at least 14 days before the Final Scheme Record Date that you will not be required to produce any further evidence on or before the Final Scheme Record Date and will otherwise be entitled to vote at the Final Scheme Meeting.
16. If you submit more than one valid Final Scheme Voting Form, but the instructions in the Final Scheme Voting Forms are not compatible with each other, the chair shall have regard only to the Final Scheme Voting Form which was received last before noon (London time) on 24 April 2025.
17. This Final Scheme Voting Form and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and interpreted in accordance with, the laws of England and Wales. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Final Scheme Voting Form, including disputes in relation to any non-contractual obligations arising out of or in connection with this Final Scheme Voting Form. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
18. A person appointed as a proxyholder under this Final Scheme Voting Form must attend the Final Scheme Meetings to represent the relevant Final Scheme Creditor, and will be required to produce at the Final Scheme Meeting:
 - a. proof of personal identity which is acceptable to the chair, acting in the chairman's discretion; and
 - b. proof of authorisation to act as proxy on behalf of a Final Scheme Creditor which is acceptable to the chair, acting in the chair's discretion.
19. Each Final Scheme Creditor which submits, delivers or procures the delivery of a Final Scheme Voting Form represents, warrants and undertakes to OIC, L&O, and the Scheme Administrators that:

- a. it has received, and has reviewed, Final Scheme Explanatory Statement and the Final Scheme document;
- b. it has complied with all laws and regulations applicable to it with respect to the Final Scheme and this Final Scheme Voting Form;
- c. it is assuming all of the risks inherent in that Final Scheme Creditor participating in the Final Scheme and has undertaken appropriate analysis of the implications of participating in the Final Scheme for that Final Scheme Creditor without relying on OIC, L&O or the Scheme Administrators
- d. it agrees to be bound by the terms of the Final Scheme from (and including) the date on which the Final Scheme becomes effective in accordance with its terms, regardless of whether it voted for or against the Final Scheme or abstained from voting, and agrees not to take any step, action or proceeding to challenge the Final Scheme; and
- e. it empowers, authorises, requests and instructs OIC, L&O and the Scheme Administrators and any of their officers, employees or agents to do all such things as may be necessary or expedient to carry out or give effect to the Final Scheme.