28 May 2024

TO SCHEME CREDITORS OF OIC RUN-OFF LIMITED AND THE LONDON AND OVERSEAS INSURANCE COMPANY LIMITED THAT SUBMITTED OPT OUT FORMS PURSUANT TO THE TERMS OF THE AMENDING SCHEME

THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IT CONCERNS MATTERS WHICH MAY AFFECT YOUR LEGAL RIGHTS AND ENTITLEMENTS. WE ASK THAT YOU READ THIS LETTER, CONSIDER ITS CONTENTS CAREFULLY AND TAKE LEGAL ADVICE IF YOU CONSIDER IT APPROPRIATE TO DO SO.

Dear Sir / Madam

Proposed Scheme of Arrangement for OIC Run-Off Limited ("OIC") (formerly Ralli Brothers Insurance Company Limited and The Orion Insurance Company plc) and The London and Overseas Insurance Company Limited ("L&O") (formerly Hull Underwriters' Association Limited and The London and Overseas Insurance Company plc) (both subject to schemes of arrangement) (each a "Company" and together the "Companies")

1. Background

The Companies (acting by their scheme administrators (the "**Scheme Administrators**")) have been developing a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Final Scheme**") which would amend the terms of the scheme of arrangement between OIC and L&O and their respective scheme creditors, which originally became effective in accordance with its terms on 7 March 1997 (the "**Original Scheme**") and which was amended by way of a scheme of arrangement which became effective in accordance with its terms on 14 January 2016 (the "**Amending Scheme**", the Original Scheme as amended by the Amending Scheme being the "**Scheme**"). The Original Scheme and Amending Scheme Documents can be found at https://www.oicrun-offltd.com/html/document_scheme.html and further updates have also been posted on the Companies' website (www.oicrun-offltd.com).

Capitalised terms that are not otherwise defined in this letter have the meanings given to them in the Scheme.

We are writing to you as we believe that you are, or may be, a "Scheme Creditor" of the Companies that submitted an "Opt Out Form" in accordance with the terms of the Amending Scheme. As such, you may be affected by the proposed Final Scheme.

The Companies are insurance companies incorporated in England and Wales, both of which ceased writing new business and went into run-off in 1992. Richard Boys-Stones and Paul Evans, both partners at that time in the UK firm of Price Waterhouse, were appointed joint provisional liquidators of the Companies on 21 October 1994. The current Scheme

Administrators are Dan Schwarzmann, a partner of PricewaterhouseCoopers LLP, and Nigel Rackham, a director at PricewaterhouseCoopers LLP.

Certain of the Companies' policies were written through the Institute of London Underwriters (a company limited by guarantee and incorporated in England and Wales under the Companies Act 1867 with registered number 19900C, being the "**ILU**"). A Qualifying ILU Policy in relation to OIC is a contract of insurance, reinsurance or retrocession signed and issued by the ILU with an inception date on or after 28 August 1970 and a Qualifying ILU Policy in relation to L&O is a contract of insurance, reinsurance or retrocession signed and issued by the ILU with an inception date on or after 20 March 1969. Scheme Creditors that purchased Qualifying ILU Policies and that submitted an Opt Out Form in relation to those policies on or before the Bar Date under the Amending Scheme are Opt Out Qualifying ILU Policyholders. A total of 214 Opt Out Forms were received by the Companies. Of these, the Scheme Administrators estimate that only 143 were submitted by Scheme Creditors that purchased Qualifying ILU Policies (the balance being erroneous and/or otherwise unsupported by evidence of an underlying Qualifying ILU Policy). The rights of Opt Out Qualifying ILU Policyholders against the Companies will be affected by the Final Scheme, and those Scheme Creditors are referred to in the Final Scheme as the Final Scheme Creditors. A party that submitted an Opt Out Form but is not a Qualifying ILU Policyholder will not be an Opt Out Qualifying ILU Policyholder and so will not be a Final Scheme Creditor.

Pursuant and subject to the terms of the Scheme, the CPLA and the Facility Limit, Opt Out Qualifying ILU Policyholders are entitled to receive a dividend from the Companies on their Qualifying Established Liabilities, and for claims notified on or prior to 31 December 2035 they are also able to receive, subject to eligibility, an additional payment (the "**NNOFIC Top Up**") such that they recover the full amount of those claims (i.e. 100 cents in the US Dollar). In order to receive the NNOFIC Top Up, a Qualifying ILU Policyholder must notify their claim(s) in respect of their Qualifying ILU Policies to the Companies on or prior to 31 December 2035 and satisfy certain administrative conditions; for example, returning a signed form of discharge in accordance with the terms of the CPLA and satisfying financial sanctions requirements in accordance with section 47 of the Amending Scheme. Any claims notified after 31 December 2035 will not receive the NNOFIC Top Up.

The Final Scheme is proposed as follows:

(a) a scheme of arrangement between OIC and its Final Scheme Creditors; and

(b) a scheme of arrangement between L&O and its Final Scheme Creditors.

The Final Scheme represents two, interdependent schemes of arrangement proposed on materially identical terms by the two Companies. Either both of the schemes of arrangement will become effective or neither of them will.

2. Summary of the Final Scheme

In accordance with the Amending Scheme, the claims of Opt Out Qualifying ILU Policyholders that are received on or after 1 January 2036 and that are accepted as Qualifying Established Liabilities would be entitled to payment from the Opt Out Scheme Assets. However, the NNOFIC Top Up would not be available in respect of such claims, and they would be paid a

dividend from an aggregate sum expected to be US$265,000. This amount has been arrived at by the Scheme Administrators with input from the Scheme Adjudicator, working for Milliman, Inc. ("**Milliman**") on a consultancy basis. Milliman's consultancy work in this matter has been conducted on the instructions of, and with a duty of care and reliance owed exclusively to, the Companies alone and not for the benefit or reliance of any third party.

The Final Scheme is being proposed in order to provide a mechanism to crystallise the claims of Final Scheme Creditors against the Companies that would not otherwise be notified until after 11.59 pm (London time) on 31 December 2035 (the "**Final Scheme Bar Date**"). In consideration for their agreement to this change, Final Scheme Creditors will have the opportunity to share equally in an amount of US$2,000,000. This is a significant improvement on the cash otherwise expected to be available of US$265,000.

In order to make a claim in the Final Scheme a creditor will need to submit, before the Final Scheme Bar Date, a statement in a prescribed form from a qualified actuary with relevant experience, that the Final Scheme Creditor can justifiably assert that they reasonably expect to have claims which will be notified after the Final Scheme Bar Date (the "**Actuarial Confirmation**"). There will not be a valuation exercise in connection with these submissions.

The Scheme Administrators are taking this cost-effective approach to claims assessment and distribution given the small value of the claims (evidenced by the cash expected to be available to settle claims after 31 December 2035 of US$265,000), the small number of Final Scheme Creditors expected to be able to justifiably assert that they expect to notify a claim after the Final Scheme Bar Date, and the disproportionately high costs of a valuation approach.

If the Final Scheme is implemented:

(a) Final Scheme Creditors will have the opportunity to share equally in an amount of US$2,000,000 (the "**Final Scheme Payment**"), expected to be paid in the first half of 2036; and

(b) Final Scheme Creditors will not be able to notify claims arising under their Qualifying ILU Policies after the Final Scheme Bar Date, being 31 December 2035.

On the basis that (a) Final Scheme Creditors that have submitted their Final Scheme claim documentation between 1 July 2035 and the Final Scheme Bar Date and in accordance with the terms of the Final Scheme and that can justifiably assert that they reasonably expect to have claims which will be notified after the Final Scheme Bar Date ("**Eligible Final Scheme Creditors**") will share in US$2,000,000 on an equal basis rather than be paid out of an aggregate sum expected to be US$265,000, and (b) the Scheme Administrators expect that fewer than 20 Final Scheme Creditors will assert that they reasonably expect to have claims which will be notified after the Final Scheme Bar Date, the view of the Scheme Administrators is that the lowest amount that is expected to be payable to each Eligible Final Scheme Creditor will be materially higher than the highest amount expected to be payable to any individual Final Scheme Creditor if the Final Scheme does not proceed. The view of the Scheme Administrators is thus that all Eligible Final Scheme Creditors will be materially better off as a result of the Final Scheme.

NNOFIC has agreed that the obligations on the Companies to contribute further funds to the Opt Out Scheme Assets will also be compromised if the Final Scheme is sanctioned. This change will not impact payments to Opt Out Qualifying Policyholders.

Whether or not the Final Scheme is implemented, Opt Out Qualifying ILU Policyholders will be able to notify claims under their Qualifying ILU Policies on or before the Final Scheme Bar Date. Such claims, if accepted as a Qualifying Established Liability, will continue to be settled in the ordinary course, subject to the Scheme, and will benefit from the NNOFIC Top Up, subject to the terms of the CPLA and the Facility Limit. The relevant Final Scheme Creditors are expected to receive payment in full for such claims.

3. Why are we proposing the Final Scheme?

The Companies have now been in run-off for over 30 years and subject to the Original Scheme for more than 25 years. Following the implementation of the Amending Scheme, all claims, except for those under Qualifying ILU Policies for Opt Out Qualifying ILU Policyholders, have been agreed pursuant to the crystallisation provisions set out in the Amending Scheme. The Scheme Administrators wish to accelerate returns to creditors generally. As a result of the fact that Opt Out Qualifying ILU Policyholders can still notify claims after 31 December 2035, the overall timeframe for the conclusion of the run-off of the Companies is expected to conclude in approximately 2060 and, absent the Final Scheme becoming effective, creditors other than Opt Out Qualifying ILU Policyholders are unlikely to receive any further dividends until approximately 2060. The Scheme Administrators wish to facilitate an early final dividend offer to Scheme Creditors, other than Opt Out Qualifying ILU Policyholders, so that those that wish to take up that early final dividend offer can be paid as soon as possible. That accelerated return is in turn facilitated by the Final Scheme, which applies a crystallisation mechanism to the claims of Opt Out Qualifying ILU Policyholders that would not otherwise be notified until after 31 December 2035.

The Final Scheme is expected to result in significant savings in costs that would otherwise be incurred in keeping the Companies open until approximately 2060. As NNOFIC is entitled to any residual assets of the Companies after the termination of the Scheme, any potential cost savings due to early termination of the Scheme will fall to the benefit of NNOFIC. As such, and based upon a number of factors, NNOFIC has agreed to fund an amount up to US$2,000,000 to settle Final Scheme Prospective Liabilities (the "**Final Scheme Assets**").

4. Why have we written to you?

The Companies are sending you this letter in accordance with the practice statement issued on 26 June 2020 (the "**Practice Statement**") by the Chancellor of the High Court of Justice of England and Wales (the "**Court**"), in relation to the proposed Final Scheme.

The purpose of this letter is to inform you:

(a) of the Companies' decision to propose the Final Scheme;

(b) of the background to the Final Scheme, the purpose which it is designed to achieve and its effect;

(c) that the Companies intend to apply to the Court at a hearing (the "**Convening Hearing**") currently anticipated for 11 July 2024 for orders granting the Companies directions to, among other things:

(i) convene a meeting of Final Scheme Creditors in respect of OIC, for the purposes of considering and, if thought fit, approving (with or without modification) the Final Scheme; and

(ii) convene a meeting of Final Scheme Creditors in respect of L&O, for the purposes of considering and, if thought fit, approving (with or without modification) the Final Scheme,

(together, the "**Final Scheme Meetings**" and each a "**Final Scheme Meeting**");

(d) of other matters that are to be addressed at the Convening Hearing, including:

(i) of the proposed class composition of Final Scheme Creditors for the purposes of the Final Scheme Meetings and any issues which may arise as to the constitution of the Final Scheme Meetings;

(ii) any issues as to the existence of the Court's jurisdiction to sanction the Final Scheme; and

(iii) any other issue not going to the merits or fairness of the Final Scheme, but which might lead the Court to refuse to sanction the Final Scheme,

(together, the "**Creditor Issues**");

(e) of the Convening Hearing and the Sanction Hearing (defined below), both of which Final Scheme Creditors are entitled to attend;

(f) of the reason why the Companies consider that the Court has jurisdiction to sanction the Final Scheme; and

(g) how you may make further enquiries about the Final Scheme.

The date of the Final Scheme Meetings will be confirmed in an explanatory statement (the "**Final Scheme Explanatory Statement**") which, provided the Court gives its permission at or following the Convening Hearing to convene the Final Scheme Meetings, will be circulated to Final Scheme Creditors shortly after the Court has ordered the Final Scheme Meetings to be convened.

If you have assigned, sold or otherwise transferred your interests as a Final Scheme Creditor or intend to do so before the Final Scheme Meetings, you should forward a copy of this letter to the person or persons to whom you have assigned, sold or otherwise transferred, or the person or persons to whom you intend to assign, sell or transfer, such interests.

5. What is a scheme of arrangement and how does it become effective?

A scheme of arrangement is a statutory procedure under English law which allows a company to agree a compromise or arrangement with its creditors and/or members (or classes of creditors and/or members), and for the terms of that compromise or arrangement to bind any nonconsenting or opposing minority creditors and/or members. If the Court is satisfied at the convening hearing that the proposed scheme has a prospect of being approved by creditors and/or members, and that the proposed class or classes of scheme creditors and/or members for voting purposes have been correctly constituted, the Court will order the scheme meeting or meetings for the relevant classes of creditors and/or members to be convened.

A scheme of arrangement will take effect between a company and its creditors and/or members (or any class of them) and become binding on all the creditors and/or members to whom it applies if:

(a) the scheme is approved by a majority in number (more than 50 per cent.) representing at least 75 per cent. in value of the creditors and/or members (or each class of creditors and/or members) present in person or by proxy and voting at each meeting convened to consider the scheme;

(b) the scheme is subsequently sanctioned by the Court at a further hearing, being the sanction hearing; and

(c) a copy of the Court order sanctioning the scheme is delivered to the Registrar of Companies for England and Wales.

6. Who is entitled to vote and whose rights are affected?

The Final Scheme will, if implemented, release the right of Final Scheme Creditors to notify claims against the Companies in respect of their Qualifying ILU Policies after the Final Scheme Bar Date. The Final Scheme will not vary or release any rights of Final Scheme Creditors in relation to any claim that has been notified or comes to be notified on or before the Final Scheme Bar Date, and those claims will continue to be dealt with pursuant to the terms of the Scheme.

The Final Scheme will also not release, vary or otherwise affect the rights of creditors of the Company that are not Final Scheme Creditors. Therefore, only Final Scheme Creditors are entitled to vote at the Final Scheme Meetings.

7. What are the key features of the proposed Final Scheme?

If the Final Scheme becomes effective, it will apply a new bar date (the "**Final Scheme Bar Date**", being 11:59pm (London time) on 31 December 2035) to the claims of Opt Out Qualifying ILU Policyholders that would not otherwise be notified until after 31 December 2035, being the "**Final Scheme Prospective Liabilities**".

The key features of the proposed Final Scheme are as follows:

(a) **Payment of claims**

The Final Scheme will provide for an accelerated payment of Final Scheme Prospective Liabilities.

If the Final Scheme becomes effective in accordance with its terms, each Eligible Final Scheme Creditor will be entitled to receive an equal share of the Final Scheme Assets (being the Final Scheme Payment) regardless of whether or not they vote at the Final Scheme Meetings and, if they do vote, whether they are admitted to vote and in what amount.

The Scheme Administrators, in conjunction with the Scheme Actuarial Advisor, expect that fewer than 20 Final Scheme Creditors will assert a Final Scheme Prospective Liability prior to the Final Scheme Bar Date, based on the profile and claims experience of each Final Scheme Creditor to date.

The Final Scheme Bar Date and, in the case of Eligible Final Scheme Creditors, receipt of their equal share of the Final Scheme Assets, will result in the full and final settlement of the Final Scheme Prospective Liabilities of Final Scheme Creditors against the Companies.

The Scheme Administrators will write to all Final Scheme Creditors in July 2035, reminding them that (a) they must notify claims to the Companies on or before the Final Scheme Bar Date in order potentially to receive the NNOFIC Top Up in respect of Qualifying Established Liabilities, and (b) in order potentially to receive the Final Scheme Payment they must submit their relevant claim form and supporting evidence (as detailed in the Final Scheme Explanatory Statement) by the Final Scheme Bar Date, being 11:59pm (London time) on 31 December 2035.

Claim notifications which are received by the Companies after the Final Scheme Bar Date will be valued at nil and neither of the Companies will or will be required to make any payments in relation to them. The Scheme Administrators will not consider any claims notified by a Final Scheme Creditor after the Final Scheme Bar Date.

(b) **Ability to vote at the Final Scheme Meetings and valuation of votes**

To be eligible to vote at the Final Scheme Meetings, Final Scheme Creditors will be required to provide evidence satisfactory to the Scheme Administrators that they have a valid Qualifying ILU Policy. Such evidence is requested to be provided by Final Scheme Creditors at least two days before the Final Scheme Meetings.

If the Scheme Administrators have previously either (i) received from a Final Scheme Creditor satisfactory evidence that it is an Opt Out Qualifying ILU Policyholder, or (ii) obtained evidence from the Companies' own records that the Final Scheme Creditor is an Opt Out Qualifying ILU Policyholder, then the Scheme Administrators will confirm in writing to that Final Scheme Creditor that no further evidence is necessary in this respect.

For the purposes of voting at the Final Scheme Meetings, each Final Scheme Creditor will be required to estimate the value of their Final Scheme Prospective Liabilities. This estimate is to be prepared pursuant to the Estimation Guidelines provided at Appendix 2 to the Amending Scheme, by identifying the component of a current reserve estimate that relates broadly to claims notifications expected after 31 December 2035, or by a simple benchmark designed to reduce a current reserve amount to a figure that reflects the likely amount of future claim notifications after 31 December 2035, or by any other reasonable estimation method.

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.

Whichever method 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.

Any estimation received by the Scheme Administrators at or before the Final Scheme Meetings will be subject to the approval of the Scheme Administrators and, where the Scheme Administrators and a Final Scheme Creditor are unable to reach agreement as to the value of that Final Scheme Creditor's Final Scheme Prospective Liabilities, the matter will be referred to the "vote assessor" for inclusion in his report on the reasonableness of voting values for submission to the Court.

8. Does the Court have jurisdiction to sanction the Final Scheme?

The Companies consider that the Court has jurisdiction to sanction the Final Scheme on the basis that s.895 of the Companies Act 2006 applies to a "company", which means any company liable to be wound up under the Insolvency Act 1986. Each of the Companies are incorporated in England and Wales, and each is therefore capable of being wound up under the Insolvency Act 1986, and each is therefore a "company" for the purposes of s.895 of the Companies Act 2006.

It is also necessary for the proposals under the Final Scheme to be a "compromise" or "arrangement" between the relevant Company and its Final Scheme Creditors or any class of them. On the basis of the introduction of the Final Scheme Bar Date in exchange for the opportunity to receive the Final Scheme Payment, the Final Scheme contains the requisite elements of "give and take" in order to constitute an "arrangement" for these purposes.

9. What are the proposed voting classes for the meetings of Final Scheme Creditors?

Pursuant to Part 26 of the Companies Act 2006, in order for a scheme of arrangement to be approved, more than 50% in number representing not less than 75% in value of those creditors who vote (either in person or by proxy) together as a class at a meeting of creditors convened for the purposes of considering a scheme must vote in favour of the proposed scheme in order for it to be approved. Where creditors have rights which are so dissimilar as to make it impossible for them to consult together with a view to their common interest, they must be split into separate classes and a separate scheme meeting must be held for each class.

Under the Practice Statement, it is the responsibility of the relevant company to formulate the classes of creditors for the purposes of convening meetings to consider, and if thought fit, approve the proposed scheme. The Companies have considered the present rights of each of the Final Scheme Creditors and the way in which those rights will be affected under the Final Scheme. Having taken into account previous decisions of the Court, and having consulted its legal advisers, the Companies have concluded that, in respect of each Company, the Final Scheme Creditors will constitute a single class for the purposes of the Final Scheme.

The Companies consider that the rights of the Final Scheme Creditors are materially the same, or not so dissimilar as to make it impossible for them to consult together with a view to their common interest because, pursuant to the terms of the Qualifying ILU Policies and in accordance with the terms of the Scheme, each Final Scheme Creditor, being an Opt Out Qualifying ILU Policyholder, is able to notify a claim post-31 December 2035, irrespective of whether or not they have notified a claim prior to 31 December 2035 and the policies will continue to respond where a claim has been notified.

Further, the Final Scheme Creditors are treated in the same way under the Final Scheme, each Eligible Final Scheme Creditor being entitled to receive an equal share of the Final Scheme Assets, subject to providing a completed Actuarial Confirmation between 1 July 2035 and 31 December 2035, and all Final Scheme Creditors losing their existing right to notify claims post-31 December 2035.

No Final Scheme Creditor will receive any work fee, transaction fee or support fee, or otherwise have any of its costs or expenses (including any adviser fees) arising in relation to the Final Scheme met. No Final Scheme Creditor will receive anything by way of fee, bonus or additional payment in respect of the Final Scheme. If the Final Scheme becomes effective in accordance with its terms, certain Final Scheme Creditors may be entitled to participate in the early final dividend offer described in section 3 above in their capacity as Scheme Creditors under the Scheme, though not in their capacity as Final Scheme Creditors.

Therefore, it is proposed that each of the Companies will convene a single meeting for its Final Scheme Creditors such that there will be two Final Scheme Meetings, namely:

(a) the OIC Final Scheme Meeting; and

(b) the L&O Final Scheme Meeting.

As a result of cross guarantees entered into by the Companies, the effect of which is that every 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 voting form in respect of, and otherwise vote at, each Final Scheme Meeting ("**Final Scheme Voting Form**"). Final Scheme Voting Forms will be made available with the Final Scheme Explanatory Statement.

10. What happens next?

Convening Hearing

The Companies intend to apply to the Court for orders granting the Companies certain directions in relation to the Final Scheme, including permission to convene the Final Scheme Meetings (the "**Convening Orders**").

The Convening Hearing is currently anticipated to be held on 11 July 2024. The Companies' applications at the Convening Hearing will be heard by a High Court Judge in the High Court of Justice, Business and Property Courts of England and Wales (Insolvency and Companies List) at the Rolls Buildings Courts, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL.

Final Scheme Creditors are entitled to attend the Convening Hearing in person or through counsel and to make representations at the Convening Hearing, although they are not obliged to do so. Final Scheme Creditors wishing to attend the Convening Hearing in person or through counsel are invited to contact Hogan Lovells International LLP using the contact details below at least two business days in advance.

At the Convening Hearing the Court will consider whether or not to make orders convening the Final Scheme Meetings. In so doing, the Court will consider:

(a) whether it has jurisdiction in respect of the Final Scheme;

(b) class composition (the Court will consider whether, in respect of the Final Scheme, more than one meeting is required, and if so, what is the appropriate composition of those meetings); and

(c) any considerations that might preclude the Court from exercising its discretion to sanction the Final Scheme. The Companies have not identified any such considerations as at the date of this letter.

The Companies will also draw the Court's attention to any issues raised by any Final Scheme Creditors in response to this letter.

If you disagree with the Companies' proposals regarding the convening of the Final Scheme Meetings outlined above, or wish to raise any other issue in relation to the jurisdiction of the Court, the constitution of the Final Scheme Meetings or any other matters that otherwise affect the conduct of the Final Scheme Meetings, or disagree with the Companies' conclusion that the Court has jurisdiction to sanction the Final Scheme, you should write to Hogan Lovells International LLP as soon as practicable using the contact details listed below setting

out your concern, and you may (but are not obliged to) attend and be represented before the Court at the Convening Hearing.

If the Final Scheme is approved at the Final Scheme Meetings, it will still be possible for Final Scheme Creditors to raise objections on the question of class and the Court's jurisdiction (as well as other matters) at the subsequent Court hearing at which the Companies will seek orders sanctioning the Final Scheme (the "**Sanction Hearing**"), which is anticipated to be held on or around 19 September 2024. However, in that event, the Court will expect Scheme Creditors to show good reason why they did not object to the constitution of the classes of Scheme Creditors, or raise objections relating to jurisdiction, at the Convening Hearing stage.

Publication of Final Scheme documentation

Following the Convening Hearing, provided that the Court grants the Convening Orders, the Companies will:

(a) convene the Final Scheme Meetings by notifying the Final Scheme Creditors in accordance with the directions of the Court of the time and date of and means of attending the Final Scheme Meetings; and

(b) make available to Final Scheme Creditors the following important documents in relation to the Scheme;

(i) the notice convening the Final Scheme Meetings;

(ii) the Final Scheme Explanatory Statement;

(iii) the document containing the terms of the Final Scheme (the "**Final Scheme Document**"); and

(iv) a voting and proxy form that Final Scheme Creditors will need to complete in order to vote at or appoint a proxy to attend and vote on their behalf at the relevant Final Scheme Meetings,

(together, the "**Final Scheme Documentation**").

Final Scheme Creditors will be able to view and download the Final Scheme Documentation in electronic format via the Website (www.oicrun-offltd.com).

Any of the Final Scheme Documentation provided to Final Scheme Creditors on the Website can also be provided in hard copy free of charge if so requested by a Final Scheme Creditor. Any such request should be made to Hampden Plc at the contact details below.

If you are receiving this letter in hard copy, and wish to receive the Final Scheme Documentation and other communications related to the Final Scheme by email, please can you provide us with an email address of a representative of your organisation who we can directly communicate with.

Sanction Hearing

Following the Final Scheme Meetings, provided that the requisite majorities of Final Scheme Creditors vote in favour of the Final Scheme, the Companies intend to apply at the Sanction Hearing for orders sanctioning the Final Scheme. The Companies will publish the results of the Final Scheme Meetings on the Website.

The Sanction Hearing is currently anticipated to be held on 19 September 2024. The Companies will notify Final Scheme Creditors of the precise time of the Sanction Hearing and where it will take place. Details of the hearing will also be available on the Website. Final Scheme Creditors are entitled to attend the Sanction Hearing in person or through counsel and to make representations and raise objections at the Sanction Hearing, although they are not obliged to do so.

Final Scheme Creditors wishing to attend the Sanction Hearing in person or through counsel are invited to contact Hogan Lovells International LLP using the contact details below at least two business days in advance. At the Sanction Hearing the Court will consider whether or not to make orders sanctioning the Final Scheme. In so doing, the Court will consider, amongst other factors, whether:

(a) the provisions of the statute have been complied with. This will include questions of class composition, whether the statutory majorities were obtained, and whether an adequate explanatory statement was distributed to the creditors;

(b) the scheme classes were fairly represented by those who attended the Final Scheme Meetings and the statutory majority were acting bona fide and not coercing the minority in order to promote interests adverse to those of the class they purport to represent;

(c) the Final Scheme is a scheme which a creditor could reasonably approve. Importantly it must be appreciated that the Court is not concerned to decide whether the Final Scheme is the only fair scheme or even the "best" scheme; and

(d) there is any "blot" or defect in the Final Scheme that would, for example, make it unlawful or in any other way inoperable.

11. What action should you now take?

If you have any concerns on the proposed constitution of classes or any other Creditor Issue you should write, fax or email us, using the contact details below, as soon as possible. As stated above, any concerns which you communicate in writing to us will be drawn to the Court's attention. You also have the right to attend the Convening Hearing for the purpose of making representations and we will be pleased to provide you with further information in this respect on request.

12. Contact details and further information

By Post: Hampden Plc, 40 Gracechurch Street, London EC3V 0BT, United Kingdom

By e-mail: OICClosureHelpdesk@hampden.co.uk

By phone: +44 (0) 207 863 6560

Further information regarding the Companies' business is available on the Website (www.oicrun-offltd.com). Notice of the date and time of the Court Hearings referred to in section 10 above together with copies of the Final Scheme documentation, once finalised by all parties, will also be made available on the Website. If you are unable to access the Website and would like details to be sent to you by alternative means, or if you have any other queries, please contact the Companies' helpline on +44 (0) 20 7382 2020.

Hogan Lovells International LLP, solicitors to the Companies, can be contacted via the following contact details: tom.astle@hoganlovells.com / alex.snell@hoganlovells.com.

Final Scheme Creditors should consider taking advice from their professional advisers if they have any concerns in relation to the matters set out in this letter.

Yours faithfully
For and on behalf of
OIC Run-Off Limited and The London and Overseas Insurance Company Limited

DY Schwarzmann
Joint Scheme Administrator

Dan Schwarzmann and Nigel Rackham are appointed Joint Scheme Administrators of OIC Run-Off Limited and The London and Overseas Insurance Company Limited to manage their affairs, business and property as agents without personal liability.

Both are licensed in the United Kingdom to act as insolvency practitioners by the Institute of Chartered Accountants in England and Wales.

The Joint Scheme Administrators may act as controllers of personal data as defined by UK data protection law depending upon the specific processing activities undertaken. PricewaterhouseCoopers LLP may act as a processor on the instructions of the Joint Scheme Administrators. Personal data will be kept secure and processed only for matters relating to the scheme of arrangement. Further details are available in the privacy statement on the **PwC.co.uk** website or by contacting the Joint Scheme Administrators.