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 SCHEME CREDITORS

AND IN THE MATTER OF THE COMPANIES ACT 2006

VOTING FORM

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

All Scheme Creditors who wish to vote on the Amending Scheme must complete this Voting Form, including page 3 for claims against OIC and page 4 for claims against L&O.

You should read this 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 chairman of the Amending Scheme Meetings has insufficient information to decide whether a claim is fair and reasonable.

This Voting Form is to be used by Scheme Creditors of the Companies at the Amending Scheme Meetings of the Companies to be held at 10.30am (English time) on 11 December 2014 at the offices of PricewaterhouseCoopers LLP, 1 Embankment Place, London WC2N 6RH, United Kingdom. Your completed and signed original Voting Form must be received by the Companies at the address below by noon (English time) on 10 December 2014 or otherwise handed in at the registration desk at the Amending Scheme Meetings prior to their commencement. Voting Forms may be returned by email or fax, provided that the original Voting Form is also received by the Companies no later than 7 days after the Amending Scheme meetings in order to ensure your vote is counted.

OIC Run-Off Limited
The London and Overseas Insurance Company Limited
c/o Armour Risk Management Limited
20 Old Broad Street
London EC2N 1DP
United Kingdom
Telephone: +44 (0) 20 7382 2020
Fax: +44 (0) 20 7382 2001
Email: Oicclosurehelpdesk@armourrisk.com

Further blank copies of the 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 Run-off Company using the contact details above.

Scheme Creditors should not construe any of the contents of this Voting Form or any assistance provided by the Run-off Company helpdesk to be legal, tax, financial or other professional advice. Each 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 Voting Form.

SECTION A: VOTING REGISTRATION AND PROXY
(See Appendix 2 for guidance notes)

To be used at the meetings of Scheme Creditors of OIC and L&O (both subject to a Scheme of Arrangement) to be held at 10.30am (English time) on 11 December 2014 at the offices of PricewaterhouseCoopers LLP, 1 Embankment Place, London WC2N 6RH, United Kingdom as described in the accompanying notice summoning the Amending Scheme Meetings.

Scheme Creditor

I/We (note 1) ....

(Enter the name of the Scheme Creditor including all former names)

of (note 1) ....

(Enter the address of the Scheme Creditor)

being a Scheme Creditor of ☐ OIC Run-Off Limited

☐ The London and Overseas Insurance Company Limited

(please tick either or both boxes above – note 2)

Claim for voting purposes

1) For Qualifying Liabilities in the sum of (note 2):

US$...

2) For non-Qualifying Estimated Liabilities in the sum of (note 2):

US$...

3) For non-Qualifying Liabilities (other than Estimated Liabilities) in the sum of (note 2):

US$...

Attendee

☐   (a) will attend and vote in person at the Amending Scheme Meetings; **OR**

(b) hereby appoint:

☐   (i)   the chairman of the Amending Scheme Meetings;   **OR**

☐   (ii)   ....

(please tick one box above – note 3)

as my/our proxyholder to act for me/us at such of the Amending 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 Amending Scheme referred to in the notice summoning the Amending Scheme Meetings, and at such Amending Scheme Meetings, or any adjournment thereof, to vote on my/our behalf and in my/our name for the Amending Scheme or against the Amending Scheme (either with or without modification) as my/our proxy may approve.

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

OIC RUN-OFF LIMITED (IN SCHEME OF ARRANGEMENT)

(See Appendix 2 for guidance notes)

Vote in the Amending Scheme in respect of:

☐ OIC Qualifying Liabilities

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

☐ OIC non-Qualifying Estimated Liabilities

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

☐ OIC non-Qualifying Liabilities (other than Estimated Liabilities)

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

PLEASE TICK THE BOX IF YOU WOULD LIKE THIS VOTING FORM TO BE USED AS YOUR CLAIM FORM: ☐

If you are the duly authorised representative of the Scheme Creditor or the duly authorised agent and/or legal adviser of the Scheme Creditor, enter the capacity in which you have signed this 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 Scheme Creditor to sign the form on its behalf.

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: ....

For completion by OIC Run-Off Limited (in Scheme of Arrangement):

Admitted to vote:

For Qualifying Liabilities in the sum of: US$...

For non-Qualifying Estimated Liabilities in the sum of: US$...

For non-Qualifying Liabilities (other than Estimated Liabilities) in the sum of: US$...

THE LONDON AND OVERSEAS INSURANCE COMPANY LIMITED (IN SCHEME OF ARRANGEMENT)

(See Appendix 2 for guidance notes)

Vote in the Amending Scheme in respect of:

☐ L&O Qualifying Liabilities

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

☐ L&O non-Qualifying Estimated Liabilities

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

☐ L&O non-Qualifying Liabilities (other than Estimated Liabilities)

FOR the Amending Scheme	AGAINST the Amending Scheme	ABSTENTION	AT DISCRETION (only use where the proxy is not the chairman) (note 4)
.... Signature	.... Signature	.... Signature	.... Signature

PLEASE TICK THE BOX IF YOU WOULD LIKE THIS VOTING FORM TO BE USED AS YOUR CLAIM FORM: ☐

If you are the duly authorised representative of the Scheme Creditor or the duly authorised agent and/or legal adviser of the Scheme Creditor, enter the capacity in which you have signed this 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 Scheme Creditor to sign the form on its behalf.

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: ....

For completion by The London and Overseas Insurance Company Limited (in Scheme of Arrangement):

Admitted to vote:

For Qualifying Liabilities in the sum of: US$...

For non-Qualifying Estimated Liabilities in the sum of: US$...

For non-Qualifying Liabilities (other than Estimated Liabilities) in the sum of: US$...

SECTION B: VOTING VALUATION
(See Appendix 2 for guidance notes)

The attached claims supporting voting schedule and/or a Security Interests and Offset Amounts supporting voting schedule should be completed first and included in support of the Voting Form. Failure to supply suitable supporting information, in the form of a completed claims supporting voting schedule and/or a Security Interests and Offset Amounts supporting voting schedule, may result in your vote being rejected or receiving a lower value than asserted by you.

All amounts entered on the Voting Form must be stated in US Dollars (US$) as at the Valuation Date, which is 31 December 2013, in accordance with the Amending Scheme. If required, please refer to the list of exchange rates shown in Appendix 1.

Cross guarantees were entered into by the Companies. The effect of those cross guarantees is that every Scheme Creditor has the same net claims against OIC and L&O, even following the application of any Offset Amounts. Set-off will be applied against a Scheme Creditor's claim in respect of any amounts owed by either or both of the Companies to that Scheme Creditor. Examples of how set-off works for voting purposes can be found in the Guidance Notes (Appendix 2, pages 15-18). The claim amounts entered on page 2 of the Voting Form will represent that Scheme Creditor's net claim against both of the Companies. For example, if the Scheme Creditor enters a net claim value of US$10 million (following the application of any set-off) on the Voting Form, that Scheme Creditor will have a claim for voting purposes of US$10 million against each of OIC and L&O.

Description	Class		
Claims by class (note 6)	**Qualifying Liabilities (US$)**	**Non-Qualifying Estimated Liabilities (US$)**	**Non-Qualifying Liabilities (other than Estimated Liabilities) (US$)**
Established Liabilities			-
Less: dividends paid			-
Agreed Liabilities			
Notified Outstanding Liabilities (undiscounted)			
Time value of money discount on Notified Outstanding Liabilities			
IBNR Liabilities (undiscounted)			
Time value of money discount on IBNR Liabilities			
Gross claim for voting purposes			
Less: Security Interests and Offset Amounts by class (note 7)			
Net claim for voting purposes by class (before the application of Offset Amounts between classes) (note 8)			
Offset Amounts between classes (note 9)			
Claim for voting purposes (note 10)			

SECTION C(i): CLAIMS SUPPORTING VOTING SCHEDULES (OIC AND L&O)
(Please see Appendix 2 for guidance notes)

(note 11) CURRENCY [   ]   **(note 12) CONVERSION RATE USED** [   ]

CLASS: QUALIFYING LIABILITIES

Qualifying Liabilities – claims (in currency)

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount on IBNR Liabilities
(note 25) Claims (currency) total										
(note 27) Claims total (US$)										
(note 28) Continuation sheet total (US$)										
(note 29) Total for this page plus any continuation sheets (US$)										

SECTION C(i): CLAIMS SUPPORTING VOTING SCHEDULES (OIC AND L&O)
(Please see Appendix 2 for guidance notes)

(note 11) CURRENCY ☐   **(note 12) CONVERSION RATE USED** ☐   **CLASS: NON-QUALIFYING ESTIMATED LIABILITIES**

Non-Qualifying Estimated Liabilities – Claims (in currency)

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount on IBNR Liabilities
(note 25) Claims (currency) total										
(note 27) Claims total (in US$)										
(note 28) Continuation sheet total (US$)										
(note 29) Total for this page plus any continuation sheets (US$)										

SECTION C(i): CLAIMS SUPPORTING VOTING SCHEDULES (OIC AND L&O)
(Please see Appendix 2 for guidance notes)

(note 11) CURRENCY [ ]   **(note 12) CONVERSION RATE USED** [ ]

CLASS:
NON-QUALIFYING LIABILITIES
(OTHER THAN ESTIMATED LIABILITIES)

Non-Qualifying Liabilities (other than Estimated Liabilities) – claims (in currency)

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount on IBNR Liabilities
(note 25) Claims (currency) total										
(note 27) Claims total (in US$)										
(note 28) Continuation sheet total (US$)										
(note 29) Total for this page plus any continuation sheets (US$)										

8

SECTION C(ii): SECURITY INTERESTS AND OFFSET AMOUNTS SUPPORTING VOTING SCHEDULES (OIC AND L&O)
(Please see Appendix 2 for guidance notes)

CLASS:

	QUALIFYING LIABILITIES (note 31)
	NON-QUALIFYING ESTIMATED LIABILITIES (note 31)
	NON-QUALIFYING LIABILITIES (OTHER THAN ESTIMATED LIABILITIES) (note 31)

(note 11) CURRENCY [   ]   **(note 12) CONVERSION RATE USED** [   ]

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy Reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount value on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount value on IBNR Liabilities	(note 24) Offset Amounts total

(note 25) Offset Amounts (currency) total	
(note 25) Security Interests (currency) total	
(note 26) Sub-total (currency)	
(note 27) Security Interests and Offset Amounts total (US$)	
(note 28) Continuation sheet total (US$)	
(note 30) Total for this page plus any continuation sheets (US$)	

9

Appendix 1 – EXCHANGE RATE CONVERSION TO US DOLLARS

Code	Currency	Rate per 1 US Dollar at 31 December 2013
AED	United Arab Emirates Dirhams	3.6730
AUD	Australia Dollars	1.1178
BHD	Bahrain Dinars	0.3770
BMD	Bermuda Dollars	1.0000
BRL	Brazil Reais	2.3593
CAD	Canada Dollars	1.0625
CHF	Switzerland Francs	0.8894
CNY	China Yuan Renminbi	6.0539
DKK	Denmark Kroner	5.4141
EGP	Egypt Pounds	6.9486
EUR	Euro	1.3780
GBP	United Kingdom Pounds	1.6563
HKD	Hong Kong Dollars	7.7538
ISK	Iceland Kronur	115.4500
JPY	Japan Yen	105.105
KRW	South Korea Won	1055.35
KWD	Kuwait Dinars	0.2824
NOK	Norway Kroner	6.0669
NZD	New Zealand Dollars	1.2150
PLN	Poland Zlotych	3.0175
QAR	Qatar Riyals	3.6412
RUB	Russia Rubles	32.8600
SAR	Saudi Arabia Riyals	3.7505
SEK	Sweden Kronor	6.4226
SGD	Singapore Dollars	1.2626
TRY	Turkey Lira	2.1485
USD	United States Dollars	1.000
VEF	Venezuela Bolivares Fuertes	6.2921
ZAR	South Africa Rand	10.4738

Appendix 2 – GUIDANCE NOTES

GENERAL NOTES

The value to be attributed to each Scheme Creditor's claim for voting purposes will be determined by the chairman of the Amending Scheme Meetings on the basis of the information provided by the Scheme Creditor on the Voting Form and the information available from the Companies' existing records. The chairman will convert any claim submitted to him in a currency other than US Dollars into US Dollars, converted at the rate of exchange at 31 December 2013 for that particular currency as stated in Appendix 1 of the Voting Form. Account will be taken of any known Offset Amounts and Security Interests.

The chairman of the Amending Scheme Meetings will seek to agree the value of each Scheme Creditor's vote(s) with that Scheme Creditor and, if unable to do so, the matter will be referred to the independent vote assessor (the "**Vote Assessor**"). The Vote Assessor shall prepare a report for submission to the Court on the reasonableness of the voting values used.

The chairman of the Amending Scheme Meetings may, for voting purposes only, reject a claim in whole or in part, if he considers that it does not constitute a fair and reasonable assessment of the sums owed to the Scheme Creditor by the Companies. It is therefore important that Scheme Creditors complete and return a Voting Form and provide supporting information for the valuation of their claim to which the chairman of the Amending Scheme Meetings may refer in assessing its reasonableness.

Where a claim is rejected, in whole or in part, the chairman will advise the Scheme Creditor of his decision, prior to the Amending Scheme Meetings where possible or, in any event, prior to any Court hearing to sanction the Amending Scheme.

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 Scheme Creditors.

Any alteration to the form of proxy must be initialled by the person who signs it. If you are a Scheme Creditor and wish to vote or wish to instruct your proxy to vote in respect of the Amending Scheme, you should complete a Voting Form and return it with the form of proxy.

Where a box has been shaded, do not enter any claim value as the box is not applicable to the relevant class.

Particulars as to estimates of the amount of any Notified Outstanding Liabilities or IBNR Liabilities provided by a Scheme Creditor may not be protected by privilege under English law (or other relevant laws) and may be discoverable by a third party with a claim against the Scheme Creditor in any action or proceeding to which the Scheme Creditor may be a party. Scheme Creditors should consult their legal advisers as to the possible consequences of providing such particulars in relation to any litigation in which the Scheme Creditor is or may be involved.

If you have claims in more than one currency in relation to any Insurance Contract, a separate claims supporting voting schedule or Security Interests and Offset Amounts supporting voting schedule should be used for each currency. Please specify, in the box provided, the relevant currency and the appropriate conversion rate selected from the list provided. If there are insufficient lines for any one currency, complete the continuation sheets on pages 19-20. Please photocopy these continuation sheets before completing it if additional copies are required. Continuation sheets, along with additional copies of the supporting voting schedules, may also be obtained from the Website at www.oicrun-offltd.com or by writing to OIC Run-Off Limited/The London and Overseas Insurance Company Limited, c/o Armour Risk Management Limited, 20 Old Broad Street, London EC2N 1DP United Kingdom. Telephone: +44 (0) 20 7382 2020 or, by fax on: +44 (0) 20 7382 2001, or by email: Oicclosurehelpdesk@armourrisk.com.

SECTION A

(1) Please enter the name and address of the Scheme Creditor (including all former names) in block capitals. The name and address of the Scheme Creditor must be legible. If you are the duly authorised agent and/or legal adviser of a number of Scheme Creditors, complete a separate form of proxy in respect of each Scheme Creditor (photocopying the form as many times as necessary) and provide evidence (which must be satisfactory to the chairman of the Amending 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 Scheme Creditors will invalidate the Voting Forms in respect of those Scheme Creditors. Please note that where there are a number of companies within a group who are each Scheme Creditors, each company must complete a separate form of proxy because a group submission is not permissible.

(2) Enter the estimated amount of your claim against the Companies for voting purposes by class. As a result of the operation of the Cross Guarantees (see Section B of the Voting Form), the estimated amount of your claim against the Companies should be the same for each of OIC and L&O (even following the application of any Offset Amounts).

(3) Tick one box as appropriate. Tick box (a) if you will be attending, and voting at, the Amending Scheme Meetings in person. Tick box (b)(i) if you will not be attending the Amending Scheme Meetings in person and wish to appoint the chairman of the Amending Scheme Meetings as your proxy. Tick box (b)(ii) if you will not be attending the Amending Scheme Meetings in person and wish to appoint a person, other than the chairman (whose name you should insert in the space provided), as your proxy. If you have appointed a person other than the chairman as your proxy, in order to represent you, that person must attend in person at the Amending Scheme Meetings. That person need not be a Scheme Creditor.

(4) If you have appointed the chairman of the Amending Scheme Meetings as your proxy, 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 chairman 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 chairman may vote for the Amending Scheme either with or without modification.

(5) 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 Scheme Creditor or a number of 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 1 above, you must also provide evidence (which must be satisfactory to the chairman of the Amending Scheme Meetings) of your authority to execute the form of proxy on behalf of the Scheme Creditor.

SECTION B

(6) Claims by class – Please enter, for each class, the aggregate US Dollar total from the respective claims supporting voting schedules into the appropriate claim category. If you already have Established Liabilities on which a dividend has been paid, the amount will have been pre-populated on the Voting Form. Specify the time value discount of money applied to Notified Outstanding Liabilities and IBNR Liabilities using the Risk Free Rate as defined by the Amending Scheme, as at the Valuation Date of 31 December 2013.

Qualifying Liabilities – A Scheme Liability to a Qualifying ILU Policyholder under or in relation to a Qualifying ILU Policy (evidenced and issued by the ILU).

Non-Qualifying Estimated Liabilities – A Scheme Liability (which is a Notified Outstanding Liability or an IBNR Liability) other than a Qualifying Liability.

Non-Qualifying Liabilities (other than Estimated Liabilities) – A Scheme Liability (which is an Established Liability or an Agreed Liability) other than a Qualifying Liability.

(7) Security Interests and Offset Amounts by class – Enter the US Dollar total from the respective Security Interests and Offset Amounts supporting voting schedules. If a Scheme Creditor believes it is

unaffected by Security Interests and Offset Amounts, it should enter zero in the appropriate boxes.

(8) Net claim for voting purposes by class (before the application of Offset Amounts between classes) – Deduct the Security Interests and Offset Amounts from the value of the gross claim for voting purposes.

(9) Offset Amounts between classes – In accordance with the Original Scheme, a balance due to the Companies, after the application of Security Interests and Offset Amounts, within a class will be deducted against any balance due to a Scheme Creditor that may exist in the other classes and vice-versa. If the net balance is negative for any class (i.e. an amount is due to the Companies from the Scheme Creditor), this value should be deducted from any positive Scheme Creditor balance that appears in the other classes in accordance with the offset examples that are shown in Appendix 2 on pages 15-18.

(10) Claim for voting purposes – This value represents the claim value, by class, that will be applied for voting purposes at the Amending Scheme Meetings. Please insert these values on the appropriate lines of Section A: Voting Registration and Proxy on page 2.

SECTION C (i) and (ii)

(11) Currency – Please enter the three letter currency code relevant for the currency of the information being submitted. The three letter codes can be found in Appendix 1 of the Voting Form.

(12) Conversion rate used – Please insert the appropriate conversion rate from Appendix 1 of the Voting Form.

(13) Insurance Contract reference number – Specify the Insurance Contract reference number in relation to each of the policies under which you have claims against the Companies. Your insurance or reinsurance broker, intermediary or other agent should be able to assist you in confirming or identifying Insurance Contracts and reference numbers. Please then insert the Insurance Contract reference numbers onto the Claims/Security Interests and Offset Amount supporting voting schedules using a separate line for each Insurance Contract.

(14) OIC/L&O Policy reference – The OIC/L&O Policy Reference is the Companies' reference number that was provided to you in correspondence with the Run-off Company.

(15) Participation percentage – The participation percentage for each Insurance Contract represents the percentage line underwritten or assumed by the Companies under the Insurance Contract. Insert the relevant percentage line for each Insurance Contract used to determine the value of each of your claims against/from the Companies.

(16) Inception date – Specify the date when each Insurance Contract commenced. In the case of continuous Insurance Contracts or Insurance Contracts of more than 12 months duration, each annual renewal should be shown as a separate Insurance Contract on a separate line.

(17) Broker – Specify the name of the broker who placed the Insurance Contract or, if the placing broker is not known, any other broker, agent or intermediary (if known) who acted on your behalf in relation to the Insurance Contract.

(18) Broker reference – Specify the broker's (or agent's or intermediary's) contract reference for each Insurance Contract.

(19) Agreed Liabilities:
Section C (i) – Specify the amount of any unpaid claim or (where there is more than one unpaid claim) the aggregate amount of any unpaid claims you have arising under each Insurance Contract that has been agreed, or otherwise, but not been treated as an Established Liability and received a payment under the Scheme.

Section C (ii) – Specify the amount of any unpaid claim or (where there is more than one unpaid claim) the aggregate amount of any unpaid claims arising under each Insurance Contract that you have agreed as being due to the Companies.

(20) Notified Outstanding Liabilities (Undiscounted):
Section C (i) – Specify the estimated amount of any claim or (where there is more than one claim) the aggregate estimated amount of any claims which are Notified Outstanding Liabilities arising under each Insurance Contract.

Section C (ii) – Specify the estimated amount of any claim or (where there is more than one claim) the aggregate estimated amount of any claims which are Notified Outstanding Liabilities arising under each Insurance Contract and of which you have been notified by the Companies.

(21) Time value of money discount on Notified Outstanding Liabilities – Specify the discount amount applied for the time value of money of Notified Outstanding Liabilities using the Risk Free Rate as defined by the Amending Scheme, as at the Valuation Date of 31 December 2013. This is the yield on US Treasury bonds (or, in the case where the underlying liabilities owed by a Scheme Creditor or by the Companies are predominantly payable in a currency other than US Dollars, equivalent government securities of the country in whose currency the liabilities are payable) of a term that is appropriate taking account of the nature of the liabilities.

(22) IBNR Liabilities (Undiscounted):
Section C (i) – Specify the estimated amount of any claim or (where there is more than one claim) the aggregate estimated amount of any claims which you have classed as IBNR Liabilities being due from the Companies arising under each Insurance Contract.

Section C (ii) – Specify the estimated amount of any claim or (where there is more than one claim) the aggregate estimated amount of any claims which you have classed as IBNR Liabilities being due to the Companies arising under each Insurance Contract.

(23) Time value of money discount value on IBNR Liabilities – Specify the discount amount applied for the time value of money of IBNR Liabilities using the Risk Free Rate as defined by the Amending Scheme, as at the Valuation Date of 31 December 2013. This is the yield on US Treasury bonds (or, in the case where the underlying liabilities owed by a Scheme Creditor, or by the Companies, are predominantly payable in a currency other than US Dollars, equivalent government securities of the country in whose currency the liabilities are payable) of a term that is appropriate taking account of the nature of the liabilities.

(24) Offset Amounts total (Section C (ii) only) – Enter the sum of the amounts included, where applicable, from notes 19 to 23 to arrive at the total Offset Amount by Insurance Contract.

(25) Claims/Offset Amounts/Security Interests (currency) total:
Section C (i) – Enter the sum of all claims included, where applicable, under each column from notes 19 to 23.

Section C (ii) – Enter the sum of all Offset Amounts by Insurance Contract, from note 24, and Security Interests held in relation to the Companies.

(26) Sub-total (currency) (Section C (ii) only) – Enter the total of both the Offset Amounts and Security Interests from note 25.

(27) Claims/Security Interests and Offset Amounts total (US$) – Apply the Currency Conversion Rate from note 12 to the totals in note 25, to convert both the Claims (Currency) total and Security Interests and Offset Amounts (currency) total into US$ totals.

(28) Continuation sheet total (US$) – Insert the respective claim values in US$ from all continuation sheets.

(29) Total for this page plus any continuation sheets (US$) – Aggregate the claims total (US$) and the continuation sheet total (US$) to arrive at a total value, where applicable, from notes 19 to 23. Transfer these amounts to the corresponding lines by class on the voting valuation form on page 5.

(30) Total for this page plus any continuation sheets (US$) – Aggregate the amounts from notes 27 and 28 to arrive at a total value. Transfer this amount to the corresponding line by class on the voting valuation form on page 5.

(31) Classes – Copy and complete a separate Security Interests and Offset Amounts supporting voting schedule for each class and tick the relevant box to indicate to which class the schedule applies.

Appendix 2 – GUIDANCE NOTES
EXAMPLES TO ILLUSTRATE THE APPLICATION OF OFFSET AMOUNTS BETWEEN CLASSES

Example 1 – Negative value transferred from the Qualifying Liabilities class to the other classes.

Claims by class (note 6)	Qualifying Liabilities (US$)	Non-Qualifying Estimated Liabilities (US$)	Non-Qualifying Liabilities (other than Estimated Liabilities) (US$)
Established Liabilities	-	-	200,000
Less: dividends paid	-	-	(116,000)
Agreed Liabilities	50,000	-	70,000
Notified Outstanding Liabilities	12,000	5,000	-
Time value of discount on Notified Outstanding Liabilities	(2,000)	(1,000)	-
IBNR Liabilities	-	-	-
Time value of discount on IBNR	-	-	-
Gross claim for voting purposes	60,000	4,000	154,000
Less: Security Interests and Offset Amounts by class (note 7)	(110,000)	-	(98,000)
Net claim for voting purposes by class (before Offset Amounts between classes) (note 8)	(50,000)	4,000	56,000
Offset Amounts between classes (note 9)	50,000	(3,333)	(46,667)
Claim for voting purposes (note 10)	-	667	9,333

Comments:
- The notes refer to the guidance notes in Appendix 2.
- The US$ 50,000 negative value in the Qualifying Liabilities class is applied against the other classes on a pro-rata basis based on the net claims in the Non-Qualifying classes (US$ 4,000 and US$ 56,000 respectively).
- If there is a negative net claim in the Non-Qualifying Estimated Liabilities class this is applied first against the net claim in the Non-Qualifying Liabilities (other than Estimated Liabilities) class before the application of any negative net claim in the Qualifying Liabilities class.
- If there is a negative net claim in the Non-Qualifying Liabilities (other than Estimated Liabilities) class this is applied first against the net claim in the Non-Qualifying Estimated Liabilities class before the application of any negative net claim in the Qualifying Liabilities class.

Appendix 2 – GUIDANCE NOTES
EXAMPLES TO ILLUSTRATE THE APPLICATION OF OFFSET AMOUNTS BETWEEN CLASSES

Example 2 – Negative value transferred from both Non-Qualifying Liabilities classes to the Qualifying Liabilities class.

Claims by class (note 6)	Qualifying Liabilities (US$)	Non-Qualifying Estimated Liabilities (US$)	Non-Qualifying Liabilities (other than Estimated Liabilities) (US$)
Established Liabilities	-	-	200,000
Less: dividends paid	-	-	(116,000)
Agreed Liabilities	50,000	-	20,000
Notified Outstanding Liabilities	12,000	12,000	-
Time value of discount on Notified Outstanding Liabilities	(2,000)	(2,000)	-
IBNR Liabilities	12,000	12,000	-
Time value of discount on IBNR Liabilities	(2,000)	(2,000)	-
Gross claim for voting purposes	70,000	20,000	104,000
Less: Security Interests and Offset Amounts by class (note 7)	(20,000)	(30,000)	(120,000)
Net claim for voting purposes by class (before Offset Amounts between classes) (note 8)	50,000	(10,000)	(16,000)
Offset Amounts between classes (note 9)	(26,000)	10,000	16,000
Claim for voting purposes (note 10)	24,000	-	-

Comments:
- The notes refer to the guidance notes in Appendix 2.
- The negative net claims in both Non-Qualifying Liabilities classes (US$ 10,000 and US$ 16,000) are applied in full against the net claim in the Qualifying Liabilities class (US$ 50,000).

Appendix 2 – GUIDANCE NOTES
EXAMPLES TO ILLUSTRATE THE APPLICATION OF OFFSET AMOUNTS BETWEEN CLASSES

Example 3 – Negative value transferred from the Non-Qualifying Estimated Liabilities class to the other classes.

Claims by class (note 6)	Qualifying Liabilities (US$)	Non-Qualifying Estimated Liabilities (US$)	Non-Qualifying Liabilities (other than Estimated Liabilities) (US$)
Established Liabilities	-	-	200,000
Less: dividends paid	-	-	(116,000)
Agreed Liabilities	50,000	-	70,000
Notified Outstanding Liabilities	12,000	6,000	-
Time value of discount on Notified Outstanding Liabilities	(2,000)	(1,000)	-
IBNR Liabilities	-	-	-
Time value of discount on IBNR Liabilities	-	-	-
Gross claim for voting purposes	60,000	5,000	154,000
Less: Security Interests and Offset Amounts by class (note 7)	-	(200,000)	-
Net claim for voting purposes by class (before Offset Amounts between classes) (note 8)	60,000	(195,000)	154,000
Offset Amounts between classes (note 9)	(41,000)	195,000	(154,000)
Claim for voting purposes (note 10)	19,000	-	-

Comments:
- The notes refer to the guidance notes in Appendix 2.
- The negative net claim in the Non-Qualifying Estimated Liabilities class (US$ 195,000) is applied against: firstly, the net claim in the Non-Qualifying Liabilities (other than Estimated Liabilities) class (US$ 154,000) in full without pro rata and; secondly, against the net claim in the Qualifying Liabilities class (US$ 41,000).

Appendix 2 – GUIDANCE NOTES
EXAMPLES TO ILLUSTRATE THE APPLICATION OF OFFSET AMOUNTS BETWEEN CLASSES

Example 4 – Negative value transferred from Non-Qualifying Liabilities (other than Estimated Liabilities) class to the other classes.

Claims by class (note 6)	Qualifying Liabilities (US$)	Non-Qualifying Estimated Liabilities (US$)	Non-Qualifying Liabilities (other than Estimated Liabilities) (US$)
Established Liabilities	-	-	200,000
Less: dividends paid	-	-	(116,000)
Agreed Liabilities	50,000	-	20,000
Notified Outstanding Liabilities	12,000	12,000	-
Time value of discount on Notified Outstanding Liabilities	(2,000)	(2,000)	-
IBNR Liabilities	12,000	12,000	-
Time value of discount on IBNR Liabilities	(2,000)	(2,000)	-
Gross claim for voting purposes	70,000	20,000	104,000
Less: Security Interests and Offset Amounts by class (note 7)	-	-	(150,000)
Net claim for voting purposes by class (before Offset Amounts between classes) (note 8)	70,000	20,000	(46,000)
Offset Amounts between classes (note 9)	(26,000)	(20,000)	46,000
Claim for voting purposes (note 10)	44,000	-	-

Comments:
- The notes refer to the guidance notes in Appendix 2.
- The negative net claim in the Non-Qualifying Liabilities (other than Estimated Liabilities) class (US$ 46,000) is applied against: firstly the net claim in the Non-Qualifying Estimated Liabilities class (US$ 20,000) in full without pro rata and; secondly against the net claim in the Qualifying Liabilities class (US$ 26,000).

CONTINUATION SHEET (CLAIMS SUPPORTING VOTING SCHEDULE – OIC AND L&O)

(note 11) CURRENCY [ ]   **(note 12) CONVERSION RATE USED** [ ]   **CLASS** (please insert):

Claims (in currency)

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount on IBNR Liabilities
Claims (currency) total										
Claims total (in US$)										
Previous continuation sheets total (US$)										
Total for this page plus any continuation sheets (US$)										

CONTINUATION SHEET (SECURITY INTERESTS AND OFFSET AMOUNT SUPPORTING VOTING SCHEDULE – OIC AND L&O)

(note 11) CURRENCY [   ]   **(note 12) CONVERSION RATE USED** [   ]   **CLASS** (please insert)**:**

Security Interests and Offset Amounts (in currency)

(note 13) Insurance Contract reference number	(note 14) OIC/L&O Policy Reference	(note 15) Participation percentage (%)	(note 16) Inception date	(note 17) Broker	(note 18) Broker reference	(note 19) Agreed Liabilities	(note 20) Notified Outstanding Liabilities (Undiscounted)	(note 21) Time value of money discount on Notified Outstanding Liabilities	(note 22) IBNR Liabilities (Undiscounted)	(note 23) Time value of money discount on IBNR Liabilities	(note 24) Offset Amounts total

Offset Amounts (currency) total	
Security Interests and Offset Amounts total (US$)	
Previous continuation sheets total (US$)	
Total for this page plus any continuation sheets (US$)	