

Company Number: 02280426

PUBLIC COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

DIRECT LINE INSURANCE GROUP PLC

(the “**Company**”)

At a General Meeting of Direct Line Insurance Group plc (the “**Company**”) duly convened and held at Riverbank House, 2 Swan Lane, London, EC4R 3AD on 10 March 2025 the following special resolution was passed:

SPECIAL RESOLUTION

THAT:

- (A) for the purpose of giving effect to the scheme of arrangement dated 10 February 2025 (as may be amended or supplemented) (the “**Scheme**”) between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced to this General Meeting and, for the purposes of identification, signed by the Chair of this meeting, in its original form or with or subject to any modification, addition, or condition as may be agreed between the Company and Aviva plc and approved or imposed by the High Court of Justice in England and Wales (the “**Court**”) and agreed by the Company and Aviva plc,
- (i) the Scheme be and is hereby approved and the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (ii) with effect from the passing of this resolution, the Articles of Association of the Company be and are hereby amended by the adoption and inclusion of the following new Article 133:

“133. Scheme of Arrangement

- (a) In this article, references to the “**Scheme**” are to the scheme of arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 10 February 2025 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and Aviva plc (“**Aviva**”)) and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.
- (b) Notwithstanding any other provision of these articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues or transfers any Direct Line Shares (other than to Aviva, or any subsidiary of Aviva, or any nominee(s) of Aviva (each an “**Aviva Company**”)) on or after the date of the adoption of this article and prior to the Scheme Record Time (as defined in the Scheme), such Direct Line Shares will be issued or transferred subject to the terms of the

Scheme (and shall be Scheme Shares for the purposes thereof) and the original or subsequent holder or holders of such Direct Line Shares shall be bound by the Scheme accordingly.

- (c) Notwithstanding any other provision of these articles and, subject to the Scheme becoming Effective, any shares issued or transferred out of treasury to any person at or after the Scheme Record Time (other than under the Scheme or to an Aviva Company) (a “**New Member**”) (each a “**Post-Scheme Share**”), shall be issued or transferred on terms that they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue or transfer (but subject to the terms of this paragraph (c) and paragraph (e) below)) be immediately transferred to Aviva in consideration of and conditional on the payment to the New Member of the same consideration, consisting of a combination of cash and New Aviva Shares (the “**Consideration Shares**”), for each Post-Scheme Share which such New Member would have been entitled to receive had such Post-Scheme Share been a Scheme Share (including, without limitation, in relation to any fractional entitlements in respect of Consideration Shares as reflected in paragraph (f) below) (the “**Relevant Consideration**”), provided that:

- (i) if, in respect of any New Member that would have been a Restricted Shareholder had such New Member been on the Register at the Scheme Record Time, the Company may, in its sole discretion:

(A) determine that such Consideration Shares shall not be allotted and/or issued to the New Member but shall instead be allotted and issued to a person appointed by the Company to hold such shares on terms that such person shall, as soon as practicable following the Effective Date, sell the Consideration Shares so allotted and issued at the best price which can reasonably be obtained at the time of sale and account for the net proceeds of such sale (after the deduction of all reasonable expenses and commissions incurred in connection with such sale) by sending a cheque or creating an assured payment obligation in accordance with the provisions of the Scheme (as applicable); or

(B) determine that such Consideration Shares shall be sold, in which event the Consideration Shares shall be allotted and/or issued to such holder and the Company shall appoint a person to act pursuant to this paragraph(c)(i)(B) and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Aviva has made such determination shall as soon as practicable following the Effective Date be sold at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all reasonable expenses and commissions incurred in connection with such sale) shall be paid to such holder by sending a cheque or creating an assured payment obligation in accordance with the provisions of the Scheme (as applicable).

In the absence of bad faith, none of Direct Line, Aviva or the person so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of any such sale.

- (ii) any New Member may, before the issue or transfer of any Post-Scheme Shares to such New Member pursuant to the exercise of an option or satisfaction of an award under any of the Company's share plans, give not less than five working days' written notice to the Company in such manner as the board shall prescribe of their intention to transfer some or all of the Post-Scheme Shares to their spouse or civil partner. Any such New Member may, if such notice has been validly given, on such Post-Scheme Shares being issued or transferred to such New Member, immediately transfer to their spouse or civil partner any such Post-Scheme Shares,

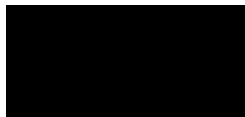
provided that such Post-Scheme Shares shall then be immediately transferred from that spouse or civil partner to Aviva pursuant to this article as if the spouse or civil partner were a New Member. Where a transfer of Post-Scheme Shares to a New Member's spouse or civil partner takes place in accordance with this article, references to the "New Member" in this article shall be taken as referring to the spouse or civil partner of the New Member.

If notice has been validly given pursuant to this article but the New Member does not immediately transfer to their spouse or civil partner the Post-Scheme Shares in respect of which notice was given, such shares shall be transferred directly to Aviva pursuant to this article.

- (d) The Consideration Shares allotted and issued or transferred to a New Member (or nominee) pursuant to paragraph (c) above shall be credited as fully paid and shall rank equally in all respects with all other fully paid ordinary shares in the capital of Aviva in issue at that time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment or transfer) and shall be subject to the articles of association of Aviva from time to time.
- (e) On any reorganisation of, or material alteration to, the share capital of either the Company or Aviva (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date, the value of the consideration per Post-Scheme Share to be paid under paragraph (c) above shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or material alteration. References in this article to "ordinary shares", "Direct Line Shares" and/or "New Aviva Shares" shall, following such adjustment, be construed accordingly.
- (f) No fraction of a Consideration Share shall be allotted, issued or transferred to a New Member (or nominee) pursuant to this article. Any fraction of a Consideration Share to which a New Member would otherwise have become entitled shall be aggregated with the fractional entitlements of any other New Members whose shares are being transferred under this article on the same date and the maximum whole number of Consideration Shares resulting therefrom shall be allotted and issued to a person appointed by Aviva. Such Consideration Shares shall then be sold in the market as soon as practicable after their allotment and issue, and the net proceeds of sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax payable on the proceeds of sale) shall be paid in sterling to the persons entitled thereto in due proportions (rounded down to the nearest penny), except that individual entitlements to amounts of £5.00 or less shall be retained for the benefit of Aviva.
- (g) To give effect to any transfer of Post-Scheme Shares, the Company may appoint any person as attorney or agent for the New Member to transfer the Post-Scheme Shares to Aviva and do all such other things and execute and deliver all such documents (whether as a deed or otherwise) as may in the opinion of the attorney or agent be necessary or desirable to vest the Post-Scheme Shares in Aviva and, pending such vesting, to exercise all such rights attaching to the Post-Scheme Shares as Aviva may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of Aviva) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by Aviva. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) on behalf of the New Member in favour of Aviva and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register Aviva as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. Aviva shall, no later than 14 days after the date of the issue or transfer of the Post-Scheme Shares to the New Member in accordance with paragraph (c) above: (i) pay (or procure the payment of) the cash element of the Relevant Consideration

to the New Member in the manner in which such New Member would have been entitled to receive the cash element of the Relevant Consideration had such Post-Scheme Shares been Scheme Shares; and (ii) allot and issue or transfer the Consideration Shares to the New Member and pay (or procure the payment of) the amount due to the New Member in respect of any fractional entitlements in the manner in which such New Member would have been entitled to receive the consideration for such fractional entitlements had such Post-Scheme Shares been Scheme Shares, in each case, unless, in respect of any New Member with a registered address in a jurisdiction outside the United Kingdom or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom, the Company, in its sole discretion, determines in accordance with paragraph (c)(i) that: (a) such Consideration Shares shall be sold, in which case the Consideration Shares shall be sold and the net proceeds of sale distributed to the persons so entitled in accordance with paragraph (c)(i); or (b) a cash amount equal to the value of the Consideration Shares shall be paid to the New Member, in the manner in which such New Member would have been entitled to receive such amounts had such Post-Scheme Shares been Scheme Shares.

- (h) Notwithstanding any other provision of these articles, neither the Company nor the directors shall register the transfer of any Scheme Shares between the Scheme Record Time and the Effective Date.
- (i) If the Scheme shall not have become effective by the date referred to in sub-clause 8(B) of Part IV (*The Scheme of Arrangement*) of the Scheme (or such later date if any, as may be agreed in writing by the Company and Aviva (with the Panel's consent and as the Court may allow (if such approval(s) are required))), this article shall be of no effect."



Roger Clifton
Company Secretary