



Old Mutual plc

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1 June 2002

**Strictly Private and Confidential
Addressee Only**

Dear Nigel,

**Old Mutual plc ("the Company") - your appointment to the Board as a
Non-Executive Director**

I am writing to set out your terms of engagement as a non-executive director of Old Mutual plc with effect from 1 June 2002.

Duties

You are required to attend Board meetings and the Annual General Meeting of the Company. The Board meets at least six times each year and normally the meetings are held in London, but there is usually one meeting in Cape Town and we are considering having one per year in the USA as well from 2003 onwards. There are also occasional needs for ad hoc Board Meetings and for presentations to the Board on budget and strategy. The Annual General Meeting is held in May.

In common with the rest of the Board, you will be expected to comply with the terms of the Model Code of the UK Listing Authority for transactions by directors of listed companies (a copy of which has already been provided to you), any other applicable laws or regulations concerning transactions in the securities of the Company or its listed subsidiaries and specifically with any insider dealing rules adopted by the Company from time to time.

Also, you must ensure that all confidential information that you may acquire in relation to the Company or its group is not disclosed any further, either during your term of appointment or after its termination for whatever reason.

Further, we would not expect you to accept any appointment with, or have any material interest or involvement in, any business which competes or is likely to compete with any business within the Company's group. I would request that you consult with me and then as appropriate with other members of the Board

of the Company before contemplating any other non-executive or executive directorships or other interests or involvements where this may be an issue.

Appointment

Your appointment is at the will of the parties. However, it is envisaged that it will initially last for three years from your date of appointment (subject to your due re-election at any intervening Annual General Meeting of the Company at which you are proposed for re-election). Following this, your re-appointment will be reviewed annually prior to the AGM. All appointments and re-appointments to the Board are, of course, subject to the Company's Articles of Association and any other regulatory requirements to which the Company is subject from time to time.

Remuneration

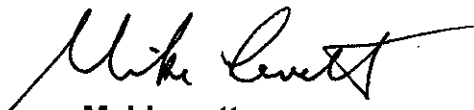
The fee is at present £35,000 per annum (or pro rata for any period of less than a full year). The fee is payable quarterly in arrear, subject to UK statutory deductions and will be paid with effect from the date of your appointment to the Board. Additional fees may be payable as and when you become a member of any of the standing committees of the Board.

Expenses

The Company will reimburse you for any travel and other expenses that you may incur properly and reasonably in performing your duties. Travel and other expenses may be subject to guidelines from time to time and you will be informed and consulted about these. Such expenses would include reasonable legal fees if circumstances should arise in which it was necessary for you to seek separate legal advice about the performance of your duties. In such a situation, you are required to discuss the issue either with me or with one of your non-executive colleagues in advance.

Please confirm your agreement to the above matters by countersigning and returning the enclosed copy of this letter to Martin Murray.

Yours sincerely,



M J Levett
Chairman, Old Mutual plc

I, Nigel Andrews, confirm my agreement to the terms of appointment set out in the above letter.

Signed: _____

Dated: 1st June 2002