

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023  
or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO

Commission File Number: 001-12251

**AMERISAFE, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

Texas  
(State of Incorporation)

75-2069407  
(I.R.S. Employer  
Identification Number)

2301 Highway 190 West,  
DeRidder, Louisiana  
(Address of Principal Executive Offices)

70634  
(Zip Code)

Registrant's telephone number, including area code: (337) 463-9052  
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	AMSF	NASDAQ

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☒ No ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting common stock held by non-affiliates of the Registrant as of June 30, 2023 the last business day of the Registrant's most recently completed second fiscal quarter was approximately \$1,009.0 million, based upon the closing price of the shares on the NASDAQ Global Select Market on that date.

As of February 15, 2024, there were 19,135,008 shares of the Registrant's common stock, par value \$0.01 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relating to the 2024 Annual Meeting of Shareholders are incorporated by reference in Items 10, 11, 12, 13 and 14 of Part III of this report.



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## FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and 21E of the Securities Exchange Act of 1934. You should not place undue reliance on these statements. These forward-looking statements include statements that reflect the current views of our senior management with respect to our financial performance and future events with respect to our business and the insurance industry in general. Statements that include the words “expect,” “intend,” “plan,” “believe,” “project,” “forecast,” “estimate,” “may,” “should,” “anticipate” and similar statements of a future or forward-looking nature identify forward-looking statements. Forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are or will be important factors that could cause our actual results to differ materially from those indicated in these statements. We believe that these factors include, but are not limited to, the following:

- the cyclical nature of the workers' compensation insurance industry;
- increased competition on the basis of types of insurance offered, premium rates, coverage availability, payment terms, claims management, safety services, policy terms, overall financial strength, financial ratings and reputation;
- changes in relationships with independent agencies (including retail and wholesale brokers and agents);
- general economic conditions, including recession, inflation, performance of financial markets, interest rates, unemployment rates, fluctuating asset values and global health pandemics;
- developments in capital markets that adversely affect the performance of our investments;
- technology breaches or failures, including those resulting from a malicious cyber attack on the Company or its policyholders and service providers;
- decreased level of business activity of our policyholders caused by decreased business activity generally, and in particular in the industries we target;
- greater frequency or severity of claims and loss activity than our underwriting, reserving or investment practices anticipate based on historical experience or industry data;
- adverse developments in economic, competitive, judicial or regulatory conditions within the workers' compensation insurance industry;
- loss of the services of any of our senior management or other key employees;
- changes in regulations, laws, rates, rating factors, or taxes applicable to the Company, its policyholders or the agencies that sell its insurance;
- changes in current accounting standards or new accounting standards;
- changes in legal theories of liability under our insurance policies;
- changes in rating agency policies, practices or ratings;
- changes in the availability, cost or quality of reinsurance and the failure of our reinsurers to pay claims in a timely manner or at all;
- the effects of U.S. involvement in hostilities with other countries and large-scale acts of terrorism, or the threat of hostilities or terrorist acts; and
- other risks and uncertainties described from time to time in the Company's filings with the Securities and Exchange Commission (SEC).

The foregoing factors should not be construed as exhaustive and should be read together with the other cautionary statements in this report, and under the caption “Risk Factors” in Item 1A of this report. If one or more events related to these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may differ materially from what we anticipate.



## PART I

### Item 1. Business.

#### Overview

We are a specialty provider of workers' compensation insurance focused on small to mid-sized employers engaged in hazardous industries, principally construction, trucking, logging and lumber, agriculture, manufacturing, telecommunications, and maritime. Since commencing operations in 1986, we have gained significant experience underwriting the complex workers' compensation exposures inherent in these industries. We provide coverage to employers under state and federal workers' compensation laws. These laws prescribe wage replacement and medical care benefits that employers are obligated to provide to their employees who are injured in the course and scope of their employment. Our workers' compensation insurance policies provide benefits to injured employees for, among other things, temporary or permanent disability, death and medical and hospital expenses. The benefits payable and the duration of those benefits are set by state or federal law. The benefits vary by jurisdiction, the nature and severity of the injury and the wages of the employee. The employer, who is the policyholder, pays the premiums for coverage.

Hazardous industry employers tend to have less frequent but more severe claims as compared to employers in other industries due to the nature of their businesses. Injuries that occur are often severe in nature including death, dismemberment, paraplegia and quadriplegia. As a result, employers engaged in hazardous industries pay substantially higher than average rates for workers' compensation insurance compared to employers in other industries, as measured per payroll dollar. The higher premium rates are due to the nature of the work performed and the inherent workplace danger of our target policyholders.

We employ a proactive, disciplined approach to underwriting employers and providing comprehensive services intended to lessen the overall incidence and cost of workplace injuries. We provide safety services at employers' workplaces as a vital component of our underwriting process and to promote safer workplaces. We utilize intensive claims management practices that we believe permit us to reduce the overall cost of our claims. In addition, our premium audit services calculate the appropriate premiums for our policyholders under the terms of their policies and enable us to monitor payroll patterns that cause underwriting, safety or fraud concerns.

We believe that the higher premiums typically paid by our policyholders, together with our disciplined underwriting, safety, claims, and audit services, provide us with the opportunity to earn attractive returns on equity.

AMERISAFE, Inc. is an insurance holding company, incorporated in Texas in 1985. We began operations in 1986 by focusing on workers' compensation insurance for logging contractors in the southeast United States. Beginning in 1994, we expanded our focus to include the other hazardous industries we serve today. Two of our three insurance subsidiaries, American Interstate Insurance Company (AIIC) and Silver Oak Casualty, Inc. (SOCI), are domiciled in Nebraska. Our other insurance subsidiary, American Interstate Insurance Company of Texas (AIICTX), is domiciled in Texas. All three insurance subsidiaries carry an A.M. Best rating of "A" (Excellent).

#### Competitive Advantages

We believe we have the following competitive advantages:

*Focus on Hazardous Industries.* We have extensive experience insuring employers engaged in hazardous industries and have a history of profitably underwriting these industries. Our specialized knowledge of these hazardous industries helps us better serve our policyholders, which leads to greater employer loyalty and policy retention. Our policy renewal rate on voluntary business that we elected to quote for renewal was 94.1% in 2023.

*Focus on Small to Mid-Sized Employers.* We believe large insurance companies generally do not target small to mid-sized employers in hazardous industries due to their smaller premium sizes, types of operations, mobile workforces and extensive service needs. We provide these employers enhanced services, including premium payment plans to better match premium payments with our policyholders' payroll costs and cash flow.

*Knowledgeable, Dedicated Employees.* We deliver an exceptional product with integrity through professional, knowledgeable and dedicated employees. Service is a distinguishing factor for the Company and the level of that service is dependent on the expertise and caring culture of our employees.

*Specialized Underwriting Expertise.* Based on our 38-year history of insuring employers engaged in hazardous industries, we have developed industry specific risk analysis and rating tools that support our underwriters in risk selection and pricing. We are



highly disciplined when quoting and binding new and renewal business. We do not delegate underwriting authority to agencies, marketers or to any other third parties that sell our insurance.

***Comprehensive Safety Services.*** We provide proactive safety reviews of employers' worksites, which are often located in rural areas. These safety reviews are a vital component of our underwriting process and also assist our policyholders in loss prevention, and encourage safer workplaces by deploying experienced field safety professionals (FSPs) to our policyholders' worksites. In 2023, 93.4% of our new voluntary business policyholders had pre-quotation safety inspections. Additionally, we perform periodic on-site safety surveys for our voluntary business policyholders.

***Proactive Claims Management.*** Our employees manage substantially all of our claims in-house, utilizing intensive claims management practices that emphasize a personalized approach, as well as quality, cost-effective medical treatment. As of December 31, 2023, open indemnity claims per field case manager (FCM) averaged 44 claims, which we believe is significantly less than the industry average. We also believe our claims management practices allow us to achieve a more favorable claim outcome, accelerate an employee's return to work, lessen the likelihood of litigation and more rapidly close claims, all of which ultimately lead to lower overall claim costs.

***Efficient Operating Platform.*** Through cost management initiatives, we maintain one of the more efficient operations in the workers' compensation industry. In 2023, our expense ratio was 29.3%. We believe that our expense ratio is generally lower than that of our competitors, which gives us a greater opportunity to generate underwriting profit.

## **Strategy**

We intend to produce favorable returns on equity and increase our book value per share adjusted for dividends paid to shareholders using the following strategies:

***Focus on Underwriting Profitability.*** We intend to maintain our underwriting discipline throughout market cycles with the objective of remaining profitable. Our strategy is to focus on underwriting workers' compensation insurance in hazardous industries and to maintain adequate rate levels commensurate with the risks we underwrite. We will also continue to strive for improved risk selection and pricing, as well as reduced frequency and severity of claims through comprehensive workplace safety reviews, effective medical cost containment measures and rapid closing of claims through personal, direct contact with our policyholders and their employees.

***Increase Market Penetration.*** Based on data received from the National Association of Insurance Commissioners (NAIC) we do not have more than 4.8% of the market share in any state we serve. As a result, we believe we have the opportunity to increase market penetration in each of the states in which we currently operate. Competition in our target markets is fragmented by state, employer size and industry. We believe that our specialized underwriting expertise, use of data, and safety, claims and audit services position us to profitably increase our market share in our existing principal markets, with minimal increase in field service employees.

***Prudent and Opportunistic Geographic Expansion.*** While we actively market our insurance in 27 states, 51.0% of our voluntary in-force premiums were generated in the six states where we derived 5.0% or more of our gross premiums written in 2023. We are licensed in an additional 20 states, the District of Columbia and the U.S. Virgin Islands. Our existing licenses and rate filings will expedite our ability to write policies in these markets when we decide it is prudent to do so.

***Capitalize on Development of Information Technology Systems.*** We believe our underwriting and agency management system, *GEAUX*, along with our customized operational system, *ICAMS*, and the analytical data warehouse that *ICAMS* feeds, significantly enhance our ability to select risk, write profitable business and cost-effectively administer our billing, claims and audit functions.

***Maintain Capital Strength.*** We plan to manage our capital to achieve our profitability goals while striving for optimal operating leverage for our insurance company subsidiaries. To accomplish this objective, we intend to maintain underwriting profitability throughout market cycles, optimize our use of reinsurance, deploy appropriate capital management tools, including paying dividends to shareholders and share repurchases, and produce an appropriate risk adjusted return on our investment portfolio.

## **Industry**

***Overview.*** Workers' compensation is a statutory system under which an employer is required to pay for its employees' medical, disability, wage replacement, vocational rehabilitation and death benefit costs for work-related injuries or illnesses. Most employers satisfy this requirement by purchasing workers' compensation insurance. The principal concept underlying workers' compensation laws is that employees injured in the course and scope of their employment have only the legal remedies available under workers'



compensation laws and do not have any other recourse against their employer. An employer's obligation to pay workers' compensation does not depend on any negligence or wrongdoing on the part of the employer and exists even for injuries that result from the negligence or fault of another person, a co-employee, or, in most instances, the injured employee.

Workers' compensation insurance policies generally provide that the insurance carrier will pay all benefits that the insured employer may become obligated to pay under applicable workers' compensation laws. Each state has a regulatory and adjudicatory system that quantifies the level of wage replacement to be paid, determines the level of medical care required to be provided and the cost of temporary or permanent impairment and specifies the options in selecting medical providers available to the injured employee or the employer. These state laws generally require two types of benefits for injured employees: (1) medical benefits, which include expenses related to the diagnosis and treatment of the injury, as well as any required rehabilitation, and (2) indemnity payments, which consist of temporary wage replacement, permanent disability payments and death benefits to surviving family members. To fulfill these mandated financial obligations, virtually all employers are required to purchase workers' compensation insurance or, if permitted by state law or approved by the U.S. Department of Labor, to self-insure. The employers may purchase workers' compensation insurance from a private insurance carrier, a state-sanctioned assigned risk pool, or a self-insurance fund, which is an entity that allows employers to obtain workers' compensation coverage on a pooled basis, typically subjecting each employer to joint and several liability for the entire fund.

Workers' compensation was the sixth-largest property and casualty insurance line in the United States in 2022, according to the National Council on Compensation Insurance, Inc., the NCCI. Direct premiums written in 2022 for the workers' compensation insurance industry were \$57 billion, and direct premiums written for the property and casualty industry as a whole were \$876 billion. According to the most recent market data reported by the NCCI, which is the official rating bureau in the majority of states in which we are licensed, total premiums reported for the specific occupational class codes for which we underwrite business were \$18 billion.

### **Policyholders**

As of December 31, 2023, we had more than 8,500 voluntary business policyholders with an average annual workers' compensation policy written premium of \$28,658. As of December 31, 2023, our ten largest voluntary business policyholders accounted for 2% of our in-force premiums. Our policy renewal rate on voluntary business that we elected to quote for renewal was 94.1% in 2023, 93.8% in 2022, and 93.5% in 2021.

In addition to our voluntary workers' compensation business, we assume reinsurance premiums from mandatory pooling arrangements, and prior to 2023 we underwrote workers' compensation policies for employers assigned to us, in each case to fulfill our obligations under residual market programs implemented by the states in which we operate. Prior to 2023, our assigned risk business fulfilled our statutory obligation to participate in residual market plans in three states. Beginning in 2023, the Company participated in the mandatory pooling arrangements in these states. See "—Regulation—Residual Market Programs" below. For the year ended December 31, 2023, our assigned risk business accounted for 0.1% of our gross premiums written, and our assumed premiums from mandatory pooling arrangements accounted for 2.7% of our gross premiums written.

### **Targeted Industries**

We provide workers' compensation insurance primarily to employers in the following targeted hazardous industries:

*Construction.* Includes a broad range of operations such as highway and bridge construction, building and maintenance of pipeline and powerline networks, excavation, commercial construction, roofing, iron and steel erection, tower erection and numerous other specialized construction operations.

*Trucking.* Includes a broad spectrum of diverse operations including contract haulers, regional and local freight carriers, special equipment transporters and other trucking companies that conduct a variety of short- and long-haul operations.

*Logging and Lumber.* Includes tree harvesting, tree trimming, sawmills, and other operations associated with lumber and wood products.

*Agriculture.* Includes crop maintenance and harvesting, grain and produce operations, nursery operations, meat processing, and livestock feed and transportation.

*Manufacturing.* Includes a diverse group of businesses such as the production of goods for use or sale using labor and machines, tools, chemical and biological processing or formulation.



*Telecommunications.* Includes the installation and maintenance of overhead and underground telecommunication lines including cell phone towers.

*Maritime.* Includes ship building and repair, pier and marine construction, inter-coastal construction, and stevedoring.

*Other.* Includes a wide variety of high-hazard businesses such as gasoline dealers, building material suppliers, automobile dismantling, oil field contractors, railroad construction, and other businesses.

Our gross premiums are derived from:

- *Voluntary Business.* Includes direct premiums from workers' compensation insurance policies that we issue to employers who seek to purchase insurance directly from us and who we voluntarily agree to insure.
- *Assigned Risk Business.* Includes direct premiums from workers' compensation insurance policies that we issue to employers assigned to us under residual market programs implemented by some of the states in which we operate. Beginning in 2023, we stopped accepting direct assignments.
- *Assumed Premiums.* Includes premiums from our participation in mandatory pooling arrangements under residual market programs implemented by some of the states in which we operate.

Gross premiums written during the years ended December 31, 2023, 2022 and 2021, and the allocation of those premiums among the hazardous industries we target are presented in the table below.

	Gross Premiums Written			Percentage of Gross Premiums Written		
	2023	2022	2021	2023	2022	2021
	(in thousands)					
Voluntary business:						
Construction	\$ 135,758	\$ 123,748	\$ 125,696	47.6%	44.8%	45.2%
Trucking	36,173	39,785	43,530	12.7%	14.4%	15.6%
Logging and Lumber	26,879	28,388	27,452	9.4%	10.3%	9.8%
Agriculture	16,985	15,593	15,488	5.9%	5.6%	5.6%
Manufacturing	16,205	14,245	13,880	5.7%	5.2%	5.0%
Telecommunications	6,582	7,122	7,256	2.3%	2.6%	2.6%
Maritime	5,122	7,409	6,153	1.8%	2.7%	2.2%
Other	33,601	29,936	28,136	11.8%	10.8%	10.1%
Total voluntary business	277,305	266,226	267,591	97.2%	96.4%	96.1%
Assigned risk business	432	3,063	2,180	0.1%	1.1%	0.8%
Assumed premiums	7,618	6,821	8,523	2.7%	2.5%	3.1%
Total	\$ 285,355	\$ 276,110	\$ 278,294	100.0%	100.0%	100.0%



## Geographic Distribution

We are licensed to provide workers' compensation insurance in 47 states, the District of Columbia and the U.S. Virgin Islands. We operate on a geographically diverse basis with 13.4% or less of our gross premiums written in 2023 derived from any one state. The table below identifies, for the years ended December 31, 2023, 2022 and 2021, the states in which the percentage of our gross premiums written exceeded 3.0% for any of the three years presented.

State	Percentage of Gross Premiums Written Year Ended December 31,		
	2023	2022	2021
Florida	13.4%	11.8%	11.7%
Georgia	10.9%	11.0%	12.5%
Pennsylvania	7.6%	7.8%	6.8%
Louisiana	7.5%	8.2%	7.8%
North Carolina	5.9%	6.9%	6.0%
Illinois	5.1%	4.5%	4.9%
Wisconsin	4.3%	4.3%	4.7%
Virginia	3.7%	4.1%	4.4%
South Carolina	3.3%	3.6%	3.3%
Minnesota	3.2%	3.7%	3.7%
Alaska	3.0%	3.2%	3.2%
Alabama	2.8%	3.2%	3.1%
Total	70.7%	72.3%	72.1%

## Sales and Marketing

We sell our workers' compensation insurance through independent agencies (including retail and wholesale brokers and agents). As of December 31, 2023, our insurance was sold through more than 2,200 independent agencies and our wholly-owned insurance agency subsidiary, Amerisafe General Agency, which is licensed in 30 states. We are selective in establishing and maintaining relationships with independent agencies. We seek to do business with those agencies that provide quality application flow from companies operating in our target industries and classes that are reasonably likely to accept our quotes. We compensate these agencies by paying a commission based on the premium collected from the policyholder. Neither our independent agencies nor our insurance agency subsidiary has authority to underwrite or bind coverage. We do not pay contingent commissions.

As of December 31, 2023, independent agencies accounted for 98.2% of our voluntary in-force premiums. No single independent agency accounted for more than 1.8% of our voluntary in-force premiums at that date.

## Underwriting

Our underwriting strategy is to focus on employers in certain hazardous industries that operate in those states where our underwriting efforts are the most profitable and efficient. We analyze each prospective policyholder on its own merits relative to known industry trends and statistical data. Our underwriting guidelines specify that we do not write workers' compensation insurance for certain hazardous activities, including sub-surface mining and manufacturing of ammunition or fireworks.

Underwriting is a multi-step process that begins with the receipt of an application from agencies. We initially review the application to confirm that the prospective policyholder meets certain established criteria, including that the prospective policyholder is engaged in one of our targeted hazardous industries and industry classes and operates in the states we target. If the application satisfies these criteria, the application is forwarded to our underwriting department for further review.

Our underwriting department reviews the application to determine if the application meets our underwriting criteria and whether all required information has been provided. If additional information is required, the underwriting department requests additional information from the agency submitting the application. Once this initial review process is complete, our underwriting department requests that a pre-quotation safety inspection be performed in most cases. In 2023, 93.4% of our new voluntary business policyholders were inspected prior to our offering a premium quote.



After the pre-quotation safety inspection has been completed, our underwriting professionals review the results of the inspection to determine if a quote should be made and, if so, prepare the quote. The quote must be reviewed and approved by our underwriting department before the quote is delivered to the agency.

## **Pricing**

In the majority of states, workers' compensation insurance rates are based upon published "loss costs." Loss costs are derived from wage and loss data reported by insurers to the state's statistical agent, which in most states is the NCCI. The state agent then promulgates loss costs for specific job descriptions or class codes. Insurers file requests for adoption of a loss cost multiplier (LCM) to be applied to the loss costs to support operating expenses and profit margins. In addition, most states allow pricing flexibility above and below the filed LCM, within certain limits.

We obtain approval of our rates, including our LCMs, from state regulatory authorities. To maintain rates at profitable levels, we regularly monitor and adjust our LCMs. If we are unable to charge rates in a particular state or industry to produce satisfactory results, we seek to control and reduce our premium volume in that state or industry and redeploy our capital in other states or industries that offer greater opportunity to earn an underwriting profit.

## **Safety**

Our safety inspection process begins with a request from our underwriting department to perform a pre-quotation safety inspection. Our safety inspections focus on a prospective policyholder's operations, loss exposures and existing safety controls to prevent potential losses. The factors considered in our inspection include employee experience, turnover, training, previous loss history and corrective actions, and workplace conditions, including equipment condition and, where appropriate, use of fall protection, respiratory protection or other safety devices. Our FSPs typically travel to employers' worksites to perform these safety inspections. These initial inspections allow our underwriting professionals to make decisions on both insurability and pricing. In certain circumstances, we will agree to provide workers' compensation insurance only if the employer agrees to implement and maintain the safety management practices that we recommend. In 2023, 93.4% of our new voluntary business policyholders were inspected prior to our offering a premium quote. The remaining voluntary business policies were not pre-quote inspected for a variety of reasons, including instances where the prospective policyholder was previously insured by us or previously inspected by us.

After an employer becomes a policyholder, we continue to emphasize workplace safety through periodic workplace visits, assisting the policyholder in designing and implementing enhanced safety management programs, providing safety-related information and conducting rigorous post-accident management. Generally, we may cancel or decline to renew an insurance policy if the policyholder does not implement or maintain reasonable safety management practices that we recommend.

## **Claims**

We have structured our claims operation to provide immediate, intensive and personal management of claims to guide injured employees through medical treatment, rehabilitation and recovery, with the primary goal of returning the injured employee to work as promptly as practicable and at maximum medical improvement. We seek to limit the number of claim disputes with injured employees through early intervention in the claims process. Where possible, we purchase annuities on longer tail claims to close these claims, while still providing an appropriate level of benefits to injured employees. While we seek to promptly settle valid claims, we also aggressively defend against claims we consider to be non-meritorious.

Our FCMs are located in the geographic areas where our policyholders are based. We believe the presence of our FCMs in the field enhances our ability to guide an injured employee to the appropriate conclusion in a friendly, dignified and supportive manner. Our FCMs have broad authority to manage claims from occurrence of a workplace injury through resolution, including authority to retain many different medical providers at our expense. Such providers comprise not only our recommended medical providers, but also nurse case managers, independent medical examiners, vocational specialists, rehabilitation specialists and other specialty providers of medical services necessary to achieve a quality outcome.



Following notification of a workplace injury, an FCM will contact the policyholder, the injured employee and/or the treating physician to determine the nature and severity of the injury. If a serious injury occurs, the FCM will promptly visit the injured employee or the employee's family members to discuss the benefits provided. The FCM will also visit the treating physician to discuss the proposed treatment plan. Our FCM assists the injured employee in receiving appropriate medical treatment and encourages the use of our recommended medical providers and facilities. For example, our FCM may suggest that a treating physician refer an injured worker to another physician or treatment facility that we believe has had positive outcomes for other workers with similar injuries. We actively monitor the number of open cases handled by a single FCM in order to maintain focus on each specific injured employee. As of December 31, 2023, we averaged 44 open indemnity claims per FCM, which we believe is significantly less than the industry average.

Locating our FCMs in the field also allows us to build professional relationships with local medical providers. In selecting medical providers, we rely, in part, on the recommendations of our FCMs who have developed professional relationships within their geographic areas. We also seek input from our policyholders and other contacts in the markets that we serve. While cost factors are considered in selecting medical providers, we consider the most important factor in the selection process to be the medical provider's ability to achieve a quality outcome. We define quality outcome as the injured worker's rapid, conclusive recovery and return to sustained, full capacity employment.

### **Premium Audits**

We conduct premium audits on all of our voluntary business policyholders annually upon the expiration of each policy, including when the policy is renewed. The purpose of these audits is to verify that policyholders have accurately reported their payroll expenses and employee job classifications, and therefore, have paid us the premium required under the terms of their policies. In addition to annual audits, we selectively perform interim audits on new business and on certain classes of business if significant or unusual claims are filed or if the monthly reports submitted by a policyholder reflect a payroll pattern or other aberrations that cause underwriting, safety or fraud concerns. We also mitigate potential losses from under-reporting of premium, delinquent, or non-payment of premium by collecting a deposit from the policyholder at the inception of the policy, typically representing 15% of the total estimated annual premium.

### **Loss Reserves**

We record reserves for estimated losses under insurance policies that we write and for loss adjustment expenses related to the investigation and settlement of policy claims. Our reserves for loss and loss adjustment expenses represent the estimated cost of all reported and unreported loss and loss adjustment expenses incurred and unpaid as of a given point in time.

In establishing our reserves, we review the results of analyses using actuarial methodologies that utilize historical loss data from our 38 years of underwriting workers' compensation insurance. In evaluating the results of those analyses, our management also uses substantial judgment in considering other factors that are not considered in these actuarial analyses. These actuarial methodologies and subjective factors are described in more detail below. Our process and methodology for estimating reserves applies to both our voluntary and assigned risk business, but does not include our reserves for mandatory pooling arrangements. We record reserves for mandatory pooling arrangements as those reserves are reported to us by the pool administrators. We do not use loss discounting when we determine our reserves, which would involve recognizing the time value of money and offsetting estimates of future payments by future expected investment income.

When a claim is reported, we establish an initial case reserve for the estimated amount of our loss based on our estimate of the most likely outcome of the claim at that time. Generally, that case reserve is established within 14 days after the claim is reported and consists of anticipated medical costs, indemnity costs and specific adjustment expenses, which we refer to as defense and cost containment expenses (DCC). The most complex claims, involving severe injuries, may take a considerable period of time for us to establish a more precise estimate of the most likely outcome of the claim. At any point in time, the amount paid on a claim, plus the reserve for future amounts to be paid, represents the estimated total cost of the claim, or the case incurred amount. The estimated amount of loss for a reported claim is based upon various factors, including:

- type of loss;
- severity of the injury;
- age and occupation of the injured employee;
- estimated length of temporary disability;
- anticipated permanent disability;



- expected medical procedures, costs and duration;
- our knowledge of the circumstances surrounding the claim;
- insurance policy provisions related to the claim, including coverage;
- jurisdiction of the occurrence; and
- other benefits defined by applicable statute.

The case incurred amount varies over time due to uncertainties with respect to medical treatment and outcome, length and degree of disability, recurrence of injury, employment availability and wage levels and judicial determinations. As changes occur, the case incurred amount is adjusted. The initial estimate of the case incurred amount can vary significantly from the amount ultimately paid, especially in circumstances involving severe injuries with comprehensive medical treatment. Changes in case incurred amounts is an important component of our historical claim data.

In addition to case reserves, we establish reserves on an aggregate basis for loss and DCC expenses that have been incurred but not reported (IBNR). Our IBNR reserves are also intended to provide for aggregate changes in case incurred amounts as well as the unpaid cost of recently reported claims for which an initial case reserve has not been established.

The third component of our reserves for loss and loss adjustment expenses is our adjusting and other (AO) reserve. Our AO reserve covers primarily the estimated cost of administering claims and is established for the costs of future unallocated loss adjustment expenses for all reported and unreported claims.

The final component of our reserves for loss and loss adjustment expenses is the reserve for mandatory pooling arrangements. The mandatory pooling arrangement reserve includes the amount reported to us by the pool administrators.

In establishing reserves, we rely on the analysis of the more than 239,000 claims in our 38-year history. Using statistical analyses and actuarial methods, we estimate reserves based on historical patterns of case development, payment patterns, mix of business, premium rates charged, case reserving adequacy, operational changes, adjustment philosophy and severity and duration trends.

We review our reserves by accident year and state on a quarterly basis. Individual open claims are reviewed more frequently and adjustments to case incurred amounts are made based on expected outcomes. The number of claims reported or occurring during a period, combined with a calculation of average case incurred amounts, and measured over time, provide the foundation for our reserve estimates. In establishing our reserve estimates, we use historical trends in claim reporting timeliness, frequency of claims in relation to earned premium or covered payroll, premium rate levels charged and case development patterns. However, the number of variables and judgments involved in establishing reserve estimates, combined with some random variation in loss development patterns, results in uncertainty regarding projected ultimate losses. As a result, our ultimate liability for loss and loss adjustment expenses may be more or less than our reserve estimate.

Our analysis of our historical data provides the factors we use in our statistical and actuarial analysis in estimating our loss and DCC expense reserve. These factors are primarily measures over time of claims reported, average case incurred amounts, case development, duration, severity and payment patterns. However, these factors cannot be solely used as these factors do not take into consideration changes in business mix, claims management, regulatory issues, medical trends, medical inflation, employment and wage patterns, and other subjective factors. We use this combination of factors and subjective assumptions and the use of six well-accepted actuarial methods, as follows:

- Paid Development Method—uses historical, cumulative paid loss patterns to derive estimated ultimate losses by accident year based upon the assumption that each accident year will develop to estimated ultimate cost in a manner that is analogous to prior years.
- Paid Weighted Severity Method—multiplies estimated ultimate claims for each accident year by a weighted average, trended and developed severity. The ultimate claims estimate is based on paid claim count development. The selected severity for a given accident year is derived by giving some weight to all of the accident years in the experience history rather than treating each accident year independently.
- Paid Loss Ratio Cape Cod Method—similar to the paid weighted severity method, except that on-level premiums replace estimated ultimate claims, based upon paid claim count development, and loss ratios replace selected severities. The selected ultimate loss ratio for a given accident year is derived by giving some weight to all of the accident years in the experience history rather than treating each accident year independently.



- Incurred Development Method—uses historical, cumulative incurred loss patterns to derive estimated ultimate losses by accident year based upon the assumption that each accident year will develop to estimated ultimate cost in a manner that is analogous to prior years.
- Incurred Weighted Severity Method—multiplies estimated ultimate claims for each accident year by a weighted average, trended and developed severity. The ultimate claims estimate is based on incurred claim count development. The selected severity for a given accident year is derived by giving some weight to all of the accident years in the experience history rather than treating each accident year independently.
- Incurred Loss Ratio Cape Cod Method—similar to the incurred weighted severity method, except that on-level premiums replace estimated ultimate claims, based upon incurred claim count development, and loss ratios replace selected severities. The selected ultimate loss ratio for a given accident year is derived by giving some weight to all of the accident years in the experience history rather than treating each accident year independently.

These six methods are applied to both gross and net claims data. We then analyze the results and may emphasize or de-emphasize some or all of the outcomes to reflect our judgment of reasonableness in relation to supplementary information and operational and industry changes. These outcomes are then aggregated to produce a single weighted average point estimate that is the base estimate for loss and DCC expense reserves.

In determining the level of emphasis that may be placed on some or all of the methods, we review statistical information as to which methods are most appropriate, whether adjustments are appropriate within the particular methods, and if results produced by each method include inherent bias reflecting operational and industry changes. This supplementary information may include:

- open and closed claim counts;
- statistics related to open and closed claim count percentages;
- claim closure rates;
- changes in average case reserves and average loss and DCC expenses incurred on open claims;
- reported and ultimate average case incurred changes;
- reported and projected ultimate loss ratios; and
- loss payment patterns.

In establishing our AO reserves, we review our past adjustment expenses in relation to paid claims as well as estimated future costs based on expected claims activity and duration.

The sum of our net loss and DCC expense reserve, our AO reserve and our reserve for mandatory pooling arrangements is our total net reserve for loss and loss adjustment expenses.

As of December 31, 2023, our best estimate of our ultimate liability for loss and loss adjustment expenses, net of amounts recoverable from reinsurers, was \$554.2 million, which includes \$13.0 million in reserves for mandatory pooling arrangements as reported by the pool administrators. The estimate of our ultimate liability was derived from the process and methodology described above, which relies on substantial judgment. There is inherent uncertainty in estimating our reserves for loss and loss adjustment expenses. It is possible that our actual loss and loss adjustment expenses incurred may vary significantly from our estimates. We view our estimate of loss and DCC expenses as the most significant component of our reserve for loss and loss adjustment expenses.

Additional information regarding our reserve for unpaid loss and loss adjustment expenses (LAE) as of December 31, 2023, 2022, and 2021 is set forth below:

	2023	2022	2021
		(in thousands)	
Gross case loss and DCC reserves	\$ 535,116	\$ 559,570	\$ 605,888
AO reserves	19,117	17,589	19,625
Gross IBNR reserves	119,761	118,878	119,765
Gross unpaid loss, DCC and AO reserves	673,994	696,037	745,278
Reinsurance recoverables on unpaid loss and LAE	(119,746)	(112,555)	(119,266)
Net unpaid loss, DCC and AO reserves	<u>\$ 554,248</u>	<u>\$ 583,482</u>	<u>\$ 626,012</u>



We performed sensitivity analyses to show how our net loss and DCC expense reserve, including IBNR, would be impacted by changes in certain critical assumptions. For our paid and incurred development methods, we varied both the cumulative paid and incurred loss development factors (LDFs) by an increase and decrease of 30%, both individually and in combination with one another. The results of this sensitivity analysis, using December 31, 2023 data, are summarized below.

Change in Paid LDFs	Change in Incurred LDFs	Resultant Change in Net Loss and DCC Reserve	
		Amount (\$) (in thousands)	Percentage
30% increase	30% increase	31,059	5.9%
30% increase	No change	—	(—)%
30% increase	30% decrease	(30,841)	(5.9)%
No change	30% increase	31,059	5.9%
No change	30% decrease	(30,841)	(5.9)%
30% decrease	30% increase	31,059	5.9%
30% decrease	No change	—	(—)%
30% decrease	30% decrease	(30,841)	(5.9)%

For our paid and incurred weighted severity methods, we varied our year-end selected trend factor (for medical costs, defense costs, wage inflation, etc.) by an increase and decrease of 300 basis points. The results of this sensitivity analysis, using December 31, 2023 data, are summarized below.

Change in Severity Trend	Resultant Change in Net Loss and DCC Reserve	
	Amount (\$) (in thousands)	Percentage
300 basis point increase	9,214	1.8%
300 basis point decrease	(7,869)	(1.5)%

#### Reconciliation of Loss Reserves

The table below shows the reconciliation of loss reserves on a gross and net basis for the years ended December 31, 2023, 2022 and 2021, reflecting changes in losses incurred and paid losses.

	Year Ended December 31,		
	2023	2022 (in thousands)	2021
Balance, beginning of period	\$ 696,037	\$ 745,278	\$ 760,561
Less amounts recoverable from reinsurers on unpaid loss and loss adjustment expenses	112,555	119,266	105,707
Net balance, beginning of period	583,482	626,012	654,854
Add incurred related to:			
Current accident year	189,659	192,907	222,715
Prior accident years	(41,396)	(40,591)	(61,917)
Total incurred	148,263	152,316	160,798
Less paid related to:			
Current accident year	47,207	50,954	52,292
Prior accident years	130,290	143,892	137,348
Total paid	177,497	194,846	189,640
Net balance, end of period	554,248	583,482	626,012
Add amounts recoverable from reinsurers on unpaid loss and loss adjustment expenses	119,746	112,555	119,266
Balance, end of period	<u>\$ 673,994</u>	<u>\$ 696,037</u>	<u>\$ 745,278</u>

Our gross reserves for loss and loss adjustment expenses of \$674.0 million as of December 31, 2023 are expected to cover all unpaid loss and loss adjustment expenses as of that date. As of December 31, 2023, we had 4,003 open claims, with an average of \$168,372 in unpaid loss and loss adjustment expenses per open claim. During the year ended December 31, 2023, 3,948 new claims were reported, and 4,220 claims were closed.



In 2023, our gross reserves decreased to \$674.0 million from \$696.0 million at December 31, 2022. The decrease in reserves was attributable primarily to favorable development from prior accident years. In 2023, we recognized \$41.4 million of favorable development for prior accident years. As of December 31, 2022, we had 4,275 open claims, with an average of \$162,816 in unpaid loss and loss adjustment expenses per open claim. During the year ended December 31, 2022, 4,104 new claims were reported, and 4,423 claims were closed.

In 2022, our gross reserves decreased to \$696.0 million from \$745.3 million at December 31, 2021. The decrease in reserves was attributable primarily to favorable development from prior accident years. In 2022, there was also \$40.6 million of favorable development for prior accident years. As of December 31, 2021, we had 4,594 open claims, with an average of \$162,229 in unpaid loss and loss adjustment expenses per open claim. During the year ended December 31, 2021, 4,310 new claims were reported, and 4,474 claims were closed.

### **Loss Development**

The table below shows the net loss development for business written each year from 2013 through 2023. The table reflects the changes in our loss and loss adjustment expense reserves in subsequent years from the prior loss estimates based on experience as of the end of each succeeding year on a generally accepted accounting principles (GAAP) basis.

The first line of the table shows, for the years indicated, our liability including the incurred but not reported loss and loss adjustment expenses as originally estimated, net of amounts recoverable from reinsurers. For example, as of December 31, 2013, it was estimated that \$565.9 million would be sufficient to settle all claims not already settled that had occurred on or prior to December 31, 2013, whether reported or unreported. The next section of the table sets forth the re-estimates in later years of incurred losses, including payments, for the years indicated. The next section of the table shows, by year, the cumulative amounts of loss and loss adjustment expense payments, net of amounts recoverable from reinsurers, as of the end of each succeeding year. For example, with respect to the net loss reserves of \$565.9 million as of December 31, 2013, by December 31, 2023 (ten years later) \$296.8 million had actually been paid in settlement of the claims that relate to liabilities as of December 31, 2013.

The “gross cumulative redundancy (deficiency)” represents, as of December 31, 2023, the difference between the latest re-estimated liability and the amounts as originally estimated. A redundancy means that the original estimate was higher than the current estimate. A deficiency means that the current estimate is higher than the original estimate.



## Analysis of Loss and Loss Adjustment Expense Reserve Development

	2013	2014	2015	2016	Year Ended December 31,			2020	2021	2022	2023
					2017	2018	2019				
	(in thousands)										
Reserve for loss and loss adjustment expenses, net of reinsurance recoverables	\$ 565,858	\$ 628,268	\$ 653,175	\$ 664,520	\$ 686,956	\$ 691,193	\$ 677,544	\$ 654,854	\$ 626,012	\$ 583,482	\$ 554,248
Net reserve estimated as of:											
One year later	542,141	580,454	601,868	629,750	641,360	626,192	614,060	592,937	585,421	542,086	
Two years later	494,327	529,149	567,098	584,149	576,358	562,709	552,143	552,345	544,024		
Three years later	462,770	504,437	530,582	528,659	527,722	514,889	517,763	518,432			
Four years later	452,097	484,964	498,494	494,513	498,173	493,631	491,301				
Five years later	440,750	467,382	473,137	473,097	485,768	475,184					
Six years later	431,715	451,232	458,115	464,296	470,837						
Seven years later	421,534	440,039	450,531	451,432							
Eight years later	411,947	433,298	440,705								
Nine years later	405,921	425,002									
Ten years later	398,512										
Net cumulative redundancy	\$ 167,346	\$ 203,266	\$ 212,470	\$ 213,088	\$ 216,119	\$ 216,009	\$ 186,243	\$ 136,422	\$ 81,988	\$ 41,396	
Cumulative amount of reserve paid, net of reserve recoveries, through:											
One year later	129,658	135,711	135,601	129,937	138,593	131,108	129,803	137,348	143,892	130,290	
Two years later	198,610	203,855	202,063	202,928	205,705	199,284	207,382	203,243	214,641		
Three years later	233,254	240,098	247,751	241,165	247,609	242,983	245,749	244,417			
Four years later	253,081	267,143	272,144	268,049	271,213	267,293	270,359				
Five years later	269,179	279,944	289,001	282,368	286,865	283,863					
Six years later	276,534	293,197	298,074	290,057	299,720						
Seven years later	284,522	299,782	303,762	300,918							
Eight years later	290,332	304,276	310,185								
Nine years later	293,803	309,450									
Ten years later	296,760										
Net reserve—December 31	\$ 565,858	\$ 628,268	\$ 653,175	\$ 664,520	\$ 686,956	\$ 691,193	\$ 677,544	\$ 654,854	\$ 626,012	\$ 583,482	\$ 554,248
Reinsurance recoverables	48,699	59,334	64,858	78,256	84,889	107,216	95,343	105,707	119,266	112,555	119,746
Gross reserve—December 31	<u>\$ 614,557</u>	<u>\$ 687,602</u>	<u>\$ 718,033</u>	<u>\$ 742,776</u>	<u>\$ 771,845</u>	<u>\$ 798,409</u>	<u>\$ 772,887</u>	<u>\$ 760,561</u>	<u>\$ 745,278</u>	<u>\$ 696,037</u>	<u>\$ 673,994</u>
Net re-estimated reserve	\$ 398,512	\$ 425,002	\$ 440,705	\$ 451,432	\$ 470,837	\$ 475,184	\$ 491,301	\$ 518,432	\$ 544,024	\$ 542,086	
Re-estimated reinsurance recoverables	38,769	45,816	46,168	51,194	62,864	64,651	77,912	83,149	107,946	110,824	
Gross re-estimated reserve	<u>\$ 437,281</u>	<u>\$ 470,818</u>	<u>\$ 486,873</u>	<u>\$ 502,626</u>	<u>\$ 533,701</u>	<u>\$ 539,835</u>	<u>\$ 569,213</u>	<u>\$ 601,581</u>	<u>\$ 651,970</u>	<u>\$ 652,910</u>	
Gross cumulative redundancy (deficiency)	<u>\$ 177,276</u>	<u>\$ 216,784</u>	<u>\$ 231,160</u>	<u>\$ 240,150</u>	<u>\$ 238,144</u>	<u>\$ 258,574</u>	<u>\$ 203,674</u>	<u>\$ 158,980</u>	<u>\$ 93,308</u>	<u>\$ 43,127</u>	

## Investments

We derive net investment income from our invested assets. As of December 31, 2023, the carrying value of our investment portfolio, including cash and cash equivalents, was \$896.5 million and the fair value of the portfolio was \$886.0 million.

Our Board of Directors has established an investment policy governing our investments, which is reviewed at least annually. The principal objectives of our investment portfolio are to preserve capital and surplus and to maintain appropriate liquidity for corporate requirements. Additional objectives are to support our A.M. Best rating and to maximize after-tax income and risk-adjusted total return. Our investment policy establishes limitations and guidelines relating to, for example, asset allocation, diversification, credit ratings and duration. We periodically review our investment portfolio with the risk committee of our Board of Directors for compliance with the policy. Our investment portfolio is managed internally.



We classify the majority of our fixed maturity securities as “held-to-maturity.” We do not reflect any changes in non-credit related unrecognized gains and losses until realized. Upon the adoption of ASU 2016-13, Financial Instruments – Credit Losses (Topic 326), management is required to estimate expected credit related losses for these securities and recognize a credit loss allowance on the balance sheet with a corresponding adjustment to earnings. Subsequent adjustments to the estimated expected credit related losses are recognized through earnings within the category “provision for investment related credit loss expense (benefit)”, and adjustments to the credit loss allowance. The remainder of our fixed maturity securities are classified as “available-for-sale.” These investments are valued at fair value at the end of each period, with changes in fair value flowing through other comprehensive income. Equity securities are valued at fair value with changes in the fair value recognized in net income. We generally seek to limit our holdings in equity securities to the lesser of 10% of the investment portfolio or 30% of shareholders’ equity, on a fair value basis.

See Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Investment Portfolio” for further information on the composition and results of our investment portfolio.

The table below shows the carrying values of various categories of securities held in our investment portfolio, the percentage of the total carrying value of our investment portfolio represented by each category and the effective interest rate for the year ended December 31, 2023 based on the carrying value of each category as of December 31, 2023:

	Carrying Value (in thousands)	Percentage of Portfolio	Effective Interest Rate
Fixed maturity securities—held-to-maturity:			
State and political subdivisions	\$ 416,878	46.5 %	2.4 %
Corporate bonds	52,179	5.9 %	0.6 %
U.S. agency-based mortgage-backed securities	3,297	0.4 %	1.7 %
U.S. Treasury securities and obligations of U.S. Government agencies	11,186	1.2 %	0.9 %
Asset-backed securities	35	0.0 %	6.7 %
Total fixed maturity securities—held-to-maturity	483,575	54.0 %	1.6 %
Fixed maturity securities—available-for-sale:			
State and political subdivisions	131,895	14.7 %	0.7 %
Corporate bonds	166,753	18.6 %	3.6 %
U.S. agency-based mortgage-backed securities	4,745	0.5 %	1.7 %
U.S. Treasury securities and obligations of U.S. Government agencies	13,671	1.5 %	0.9 %
Total fixed maturity securities—available-for-sale	317,064	35.3 %	1.4 %
Equity securities	57,147	6.4 %	2.1 %
Cash and cash equivalents	38,682	4.3 %	5.1 %
Total investments, including cash and cash equivalents	<u>\$ 896,468</u>	<u>100.0 %</u>	3.4 %

As of December 31, 2023, our fixed maturity securities had a carrying value of \$800.6 million, which represented 89.3% of the carrying value of our investments, including cash and cash equivalents. For the twelve months ended December 31, 2023, the pre-tax investment yield of our investment portfolio was 3.4% per annum.

The gross unrealized gains and losses on, and the cost or amortized cost and fair value of, our investment portfolio as of December 31, 2023 are summarized as follows:

	Cost or Amortized Cost	Allowance for Credit Losses	Cost or Amortized Cost Net of Allowance for Credit Losses (in thousands)	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Fixed maturity securities, held-to-maturity	\$ 483,757	\$ (182)	\$ 483,575	\$ 4,218	\$ (14,701)	\$ 473,092
Fixed maturity securities, available-for-sale	326,171	—	326,171	2,688	(11,795)	317,064
Equity securities	44,046	—	44,046	13,101	—	57,147
Totals	<u>\$ 853,974</u>	<u>\$ (182)</u>	<u>\$ 853,792</u>	<u>\$ 20,007</u>	<u>\$ (26,496)</u>	<u>\$ 847,303</u>



As of December 31, 2023, municipal bonds with maturities greater than one year made up 61.2% of our investment portfolio, including cash and cash equivalents. The investments in Louisiana result from companies being allowed an investment credit against Louisiana premium taxes for varying levels of Louisiana assets. The table below summarizes the top five geographic exposures as of December 31, 2023.

	Carrying Value (in thousands)	Percentage of Municipal Portfolio	Percentage of Total Portfolio
Louisiana	\$ 69,003	12.6%	7.7%
Texas	67,698	12.3%	7.5%
Arkansas	59,976	10.9%	6.7%
Florida	38,659	7.0%	4.3%
Wisconsin	26,078	4.8%	2.9%
Other	287,359	52.4%	32.1%
	<u>\$ 548,773</u>	<u>100.0%</u>	<u>61.2%</u>

The table below summarizes the credit quality of our investment portfolio, excluding our equity holdings, as of December 31, 2023, as determined by the middle rating of Moody's, Standard and Poor's, and Fitch. If there are two ratings, the lower rating is used.

Credit Rating	Percentage of Total Carrying Value
"AAA"	12.5%
"AA"	56.4%
"A"	15.5%
"BBB"	15.6%
"BB and below"	0.0%
"Unrated securities"	0.0%
Total	<u>100.0%</u>

As of December 31, 2023, the average composite rating of our investment portfolio, excluding our equity holdings, was "AA-".

The table below shows the composition of our fixed maturity securities by remaining time to maturity as of December 31, 2023.

Maturity:	As of December 31, 2023	
	Carrying Value (in thousands)	Percentage
Within one year	\$ 90,004	11.2%
After one year through five years	239,055	29.9%
After five years through ten years	195,901	24.5%
After ten years	267,602	33.4%
U.S. agency-based mortgage-backed securities	8,042	1.0%
Asset-backed securities	35	0.0%
Total	<u>\$ 800,639</u>	<u>100.0%</u>



## Reinsurance

We purchase reinsurance to reduce our net liability on individual risks and to protect against catastrophic losses. Reinsurance involves an insurance company transferring to, or ceding, a portion of the exposure on a risk to a reinsurer. The reinsurer assumes the exposure in return for a portion of our premium. The cost and limits of reinsurance we purchase can vary from year to year based upon the availability of quality reinsurance at an acceptable price and our desired level of retention. Retention refers to the amount of risk that we retain for our own account. Under excess of loss reinsurance, covered losses in excess of the retention level up to the limit of the program are paid by the reinsurer. Our excess of loss reinsurance is written in layers, in which our reinsurers accept a band of coverage up to a specified amount. Any liability exceeding the limit of the program reverts to us as the ceding company. Reinsurance does not legally discharge us from primary liability for the full amount due under our policies. However, our reinsurers are obligated to indemnify us to the extent of the coverage provided in our reinsurance agreements.

We believe reinsurance is critical to our business. Our reinsurance purchasing strategy is to protect against unforeseen and/or catastrophic loss activity that would adversely impact our income and capital base. We generally select financially strong reinsurers with an A.M. Best rating of "A–" (Excellent) or better at the time we enter into a reinsurance contract. In addition, to minimize our exposure to significant losses from reinsurer insolvencies, we evaluate the financial condition of our reinsurers and monitor concentrations of credit risk on a continual basis.

### **2024 Excess of Loss Reinsurance Treaty Program**

Effective January 1, 2024, we renewed our excess of loss reinsurance treaty program. The program consists of four layers of coverage. The first layer is a multi-year treaty that applies to losses incurred through December 31, 2025. The other layers are renewed annually. Our reinsurance treaty program provides us with reinsurance coverage for each loss occurrence up to \$100.0 million, subject to applicable limitations, deductibles, retentions and aggregate limits. In a multi-claimant loss occurrence, the reinsurance coverage for any one individual claimant is limited to a maximum of \$20.0 million, subject to applicable deductibles, retentions and aggregate limits.

Our retention is \$2.0 million for each loss occurrence. Losses in the layer between \$2.0 million and \$10.0 million are ceded to a multi-year reinsurance treaty. Our second layer of reinsurance provides \$10.0 million in coverage for each loss occurrence in excess of \$10.0 million. Our third layer of reinsurance provides \$60.0 million in coverage for each loss occurrence in excess of \$20.0 million. Our fourth layer of reinsurance provides \$20.0 million in coverage for each loss occurrence in excess of \$80.0 million. The layers over \$10.0 million provide coverage for terrorism including the use and/or dispersal of nuclear, biological, chemical and radiological agents with an annual aggregate limit of \$90.0 million. Layers two through four provide coverage through December 31, 2024. The aggregate limit for all other claims under all layers is \$180.0 million.

At our option, we have the right to commute the reinsurers' obligations under the agreement at any time after the end of the applicable term of the agreement. If we commute the reinsurers' obligations, we are entitled to receive a portion of the premiums that were paid to the reinsurers prior to the effective dates of the applicable commutations, subject to certain adjustments provided in the agreement.

We have 26 reinsurers participating in our reinsurance treaty program in 2024. Under certain circumstances, including a downgrade of a reinsurer's A.M. Best rating to "B++" (Very Good) or below, such reinsurer may be required to provide us with security for amounts due under the terms of our reinsurance program. This security may take the form of, among other things, cash advances or letters of credit. If security is required because of a ratings downgrade, the form of security must be mutually agreed to between the reinsurer and us.



The table below sets forth the reinsurers participating in our 2024 reinsurance program:

Reinsurer	A.M. Best Rating
Allied World Assurance Company Holdings, Ltd	A
Arch Reinsurance Company	A+
Hannover Reinsurance Ireland Limited	A+
Houston Casualty Company	A++
Lloyd's Syndicate 1414 ASC	A
Lloyd's Syndicate 1955 ASL	A
Lloyd's Syndicate 2987 BRT	A
Lloyd's Syndicate 3000 MKL	A
Lloyd's Syndicate 4472 LIB	A
Lloyd's Syndicate 0510 KLN	A
Lloyd's Syndicate 0609 AUW	A
Lloyd's Syndicate 1084 CSL	A
Lloyd's Syndicate 1686 AXS	A
Lloyd's Syndicate 1880 TOK	A
Lloyd's Syndicate 1945 SII	A
Lloyd's Syndicate 1969 APL	A
Lloyd's Syndicate 2001 AML	A
Lloyd's Syndicate 2121 ARG	A
Lloyd's Syndicate 2988 BRT	A
Lloyd's Syndicate 4711 ASP	A
Markel Global Reinsurance Company	A
Minnesota Workers' Compensation Reinsurance Association	NR
MS Amlin AG	A
Munich Reinsurance America, Inc	A+
State National Insurance Company	A
WCF National Insurance Company	A

Due to the nature of reinsurance, we have recoverables from reinsurers that apply to prior accident years. The Company generally secures large reinsurance recoverable balances with various forms of collateral, including funds withheld accounts, irrevocable letters of credit and secured trusts. The table below summarizes our amounts recoverable from reinsurers as of December 31, 2023.

Reinsurer		A.M. Best Rating	Amounts Recoverable as of December 31, 2023 (in thousands)
Hannover Reinsurance Ireland Limited	(1)	A+	\$ 65,045
Arch Reinsurance Company	(1)	A+	19,694
Allianz Risk Transfer AG (Bermuda)		A+	9,084
Minnesota Workers' Compensation Reinsurance Association	(1)	NR	8,950
Munich Reinsurance America, Inc	(1)	A+	5,542
Odyssey America Reinsurance Corporation		A+	4,961
Clearwater Insurance	(2)	B+	2,131
Finial Reinsurance		A-	1,878
SCOR Reinsurance		A	1,807
Other reinsurers			11,231
Total amounts recoverable from reinsurers			130,323
Allowance for credit losses			(360)
Total amounts recoverable from reinsurers net of allowance for credit losses			129,963
Funds withheld and letters of credit related to the above recoverables			(81,520)
Total unsecured amounts recoverable from reinsurers			\$ 48,443

(1)Current participant in our 2024 reinsurance program.

(2)Subsidiary of Fairfax Financial Holdings Limited.



## **Terrorism Reinsurance**

The Terrorism Risk Insurance Act of 2002 (the 2002 Act) was enacted in response to the events of September 11, 2001. The 2002 Act has been extended periodically, most recently by the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the 2019 Act). This legislation was designed to ensure the availability of insurance coverage for losses resulting from certain acts of terrorism in the United States. The 2019 Act reauthorized a federal program until 2027 that provides federal reimbursement to insurance companies for a portion of their losses arising from certain acts of terrorism and requires insurance companies to offer coverage for these acts. The program applies to insured losses arising out of acts that are certified as "acts of terrorism" by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States. In addition, the program does not provide any reimbursement for any portion of aggregate industry-wide insured losses from certified acts of terrorism that exceed \$100.0 billion in any one year and is subject to certain other limitations and restrictions.

For insured losses in 2024, each insurance group is responsible for a statutory deductible under the 2019 Act that is equal to 20% of its direct earned property and casualty insurance premiums. For losses occurring in 2024, the U.S. federal government will reimburse 80% of an insurance group's covered losses over the statutory deductible. In addition, no federal reimbursement is available unless the aggregate insurance industry-wide losses from a certified act of terrorism exceeds \$200.0 million for any act of terrorism. However, there is no relief from the requirement under the 2019 Act that insurance companies offer coverage for certified acts of terrorism if those acts do not cause losses exceeding these threshold amounts and thus do not result in any federal reimbursement payments.

Under the 2019 Act, insurance companies must offer coverage for losses due to certified acts of terrorism in their workers' compensation policies. Moreover, the workers' compensation laws of the various states generally do not permit the exclusion of coverage for losses arising from acts of terrorism, including terrorism that involves the use of nuclear, biological, chemical or radiological agents. In addition, state law prohibits us from limiting our workers' compensation insurance losses arising from any one catastrophe or any one claimant. We have reinsurance protection in our current reinsurance treaty program that provides coverage of up to \$100.0 million for losses arising from acts of terrorism. This coverage is effective through December 31, 2024. The Company's 2024 catastrophe excess of loss layer for loss occurrences greater than \$10.0 million includes coverage for losses caused by nuclear, biological, chemical and radiological attacks, subject to the deductibles, retentions, definitions and aggregate limits.

## **Technology**

We view our information systems as an integral part of our operations. We make substantial investments in improving our systems on an ongoing basis. We provide our field premium auditors, field safety professionals and field case managers with computer and communication equipment to efficiently complete services. We deploy technology and equipment to enable remote work when needed and to ensure continuity of home office and field operations. We also deploy online solutions for our policyholders to enable timely and efficient premium payments and for our agents to improve collaboration and exchange of data in the underwriting process. Our information technology employees perform end-user support, systems development, and infrastructure operation and maintenance with limited assistance from outside vendors.

## **Competition**

The insurance industry, in general, is highly competitive and there is significant competition in the workers' compensation segment of the industry. Competition in the insurance business is based on many factors, including premium rates, policy terms, coverage availability, claims management, safety services, payment terms, types of insurance offered, overall financial strength and financial ratings assigned by independent rating organizations, such as A.M. Best.

We believe the workers' compensation market for the hazardous industries we target is more fragmented and to some degree less competitive than other segments of the workers' compensation market. Our competitors include other insurance companies, state insurance pools and self-insurance funds. Overall, we estimate that more than 300 insurance companies participate in the workers' compensation market. The insurance companies with which we compete vary by state and by the industries we target. Market conditions are also impacted by lower estimated loss costs adopted by a number of states in which we do business.

Our competitive advantages include our underwriting expertise, safety services and claims management practices, our A.M. Best rating and our ability to reduce claims through implementation of our work safety programs. In addition, we believe that our insurance is competitively priced and our premium rates are typically lower than those for policyholders assigned to the state insurance pools, allowing us to provide a viable alternative for policyholders in those pools.



## Human Capital

Throughout our 38-year history, the retention, growth and development of our employees has been critical to our success. In order to continue to deliver on our mission of providing quality insurance services to our customers, it is crucial that we continue to attract and retain talented employees that are aligned with our mission.

As part of these efforts, we strive to offer a competitive compensation and benefits program that is aligned with our shareholders' interests. Our underwriting and field safety professionals (FSPs) participate in both a long-term and a short-term incentive compensation programs that are paid quarterly.

In addition, employee bonus programs in other areas of the Company help ensure our employees' performance is appropriately rewarded when the Company performs well.

We are committed to the health, safety and wellness of our employees as the success of our business is fundamentally connected to the well-being of our people. Our benefit offerings are designed to meet the varied and evolving needs of a diverse workforce. In addition to health care and 401k retirement programs, we offer wellness initiatives and time off for annual wellness exams, a floating holiday and leisure day, reimbursements of health club memberships, wellness luncheons, an annual health fair and confidential counseling services to promote a culture of wellness.

To assist employees in need, beginning in 2016, the Company partnered with the Community Foundation of Southwest Louisiana and later the Baton Rouge Area Foundation to provide tax-free assistance to employees that have experienced a catastrophic event through an employee assistance fund. In addition to funding from the Company, this fund also allows employees to make a one-time or recurring monetary donation to assist their fellow employees.

We actively engage and support local communities through numerous charitable and social organizations in the communities in which we operate. We believe that this commitment helps in our efforts to attract and retain employees. To encourage a culture of giving back to the communities in which we operate, all Company employees may take advantage of paid time off for volunteer activities.

In 2022, AMERISAFE launched a new committee to help the Company focus our charitable giving and corporate volunteering efforts. The committee comprises employees at various levels of the Company, different departments and locations. It is responsible for selection of recipients of monetary donations over the course of each calendar year, as well as coordinating volunteer opportunities for employees to engage in within the communities we serve.

The Company has also established an endowment to provide scholarships to dependents of our employees and members of the community in which we do business, recognizing the importance of educating future generations.

The unique differences of each individual are representative of our exceptional workforce, where service to each other is the foundation of service to our customers. We strive to promote inclusion through our Company values and behaviors. Beginning in 2022, the Company provided employees with training on diversity, equity and inclusion, unconscious bias, and workplace harassment.

As of December 31, 2023, we had 350 full-time employees and 12 part-time employees. Approximately 62% of our current workforce is female and 38% male. Our average employee tenure is 10.8 years. Women represent 54% of AMERISAFE's leadership (defined as vice president level and above), including our CEO. Two women serve as members of our eight member Board of Directors.

None of our employees are subject to a collective bargaining agreement.

We invest in the professional development of our employees. This includes various insurance certification programs and other professional development education, training and certifications. We also work with our employees to provide training in leadership development, professional development, project management skills and interpersonal skills development.



## Information About our Executive Officers

The table below sets forth information about our executive officers and key employees as of February 23, 2024.

Name	Age	Position
<b>Executive Officers</b>		
G. Janelle Frost	53	President and Chief Executive Officer
Anastasios G. (Andy) Omiridis	56	Executive Vice President and Chief Financial Officer
Vincent J. Gagliano	51	Executive Vice President and Chief Risk Officer
Kathryn H. Shirley	58	Executive Vice President, Chief Administrative Officer and Secretary
Raymond F. (Ray) Wise, Jr.	58	Executive Vice President and Chief Sales Officer
<b>Key Employees</b>		
Nancy E. Hunt	54	Senior Vice President, Underwriting
Henry O. (Chris) Lestage, IV	63	Senior Vice President, Claims Operations
Michael C. (Chad) Cobb	48	Senior Vice President, Safety Operations
Barbra E. McCrary	49	Senior Vice President, Policyholder Services
Angela W. Pearson	51	Senior Vice President, Controller

*G. Janelle Frost* has served as our Chief Executive Officer since April 2015 and President since September 2013. She has served as a Director of the Company since April 2016. Prior to becoming our Chief Executive Officer, Ms. Frost served as Chief Operating Officer from May 2013 to April 2015. She served as our Executive Vice President and Chief Financial Officer from November 2008 to April 2013, our Controller from May 2004 to November 2008 and Vice President from May 2006 to November 2008. She has been employed with our company since 1992.

*Anastasios G. (Andy) Omiridis* has served as our Executive Vice President and Chief Financial Officer since September 2022. From 2019 to 2022, Mr. Omiridis served as the Senior Vice President, Deputy Chief Financial Officer and Principal Accounting Officer of Kemper Corporation. Previously, he served as Senior Vice President and Chief Financial Officer with Chubb Life from 2017 to 2019; and as the Chief Accounting Officer for ARGO Limited from 2012 to 2017. Prior to 2012, Mr. Omiridis served in multiple leadership positions with AIG.

*Vincent J. Gagliano* has served as our Executive Vice President and Chief Risk Officer since March 2016. He previously served as Executive Vice President and Chief Technology Officer from January 2013 until February 2016, and Senior Vice President of Information Technology from September 2009 to January 2013. He has been employed with our company since 2001.

*Kathryn H. Shirley* has served as our Executive Vice President, Chief Administrative Officer and Secretary since February 2020. She previously served as Executive Vice President, General Counsel and Secretary from February 2016 until February 2020 and Senior Vice President, General Counsel and Secretary from May 2012 until February 2016. She has been employed with our company since 2012. Prior to joining our company, she practiced law from 2009 through May 2012 at Christian & Small LLP. From 2000 until 2008 she was employed as an Insurance Regulatory Compliance Manager with United Investors Life Insurance Company and Liberty National Life Insurance Company, subsidiaries of Torchmark Corporation.

*Raymond F. (Ray) Wise, Jr.* has served as Executive Vice President and Chief Sales Officer since July 2023. Mr. Wise served as Chief Sales Officer for Employers Insurance Group from 2016 to 2022. From 2012 to 2016, Mr. Wise served as President of Vanliner Insurance Company.

*Nancy E. Hunt* has served as our Senior Vice President, Underwriting Operations since July 2022. She has been employed with our Company since 1995 and served as Regional Vice President, Underwriting Operations from September 2011 to July 2022.

*Henry O. (Chris) Lestage, IV* has served as our Senior Vice President, Claims Operations since September 2000. He has been employed with our Company since 1987.

*Michael C. (Chad) Cobb* has served as our Senior Vice President, Safety Operations since October 2023. He has been employed with our Company since 2013 and served as Vice President, Field Safety from July 2019 to October 2023.

*Barbra E. McCrary* has served as our Senior Vice President, Policyholder Services since November 2017 and served as Vice President, Premium Audit from 2010 until 2017. She has been employed with our Company since 1997.

*Angela W. Pearson* has served as our Senior Vice President and Controller since October 2019 and previously served as Vice President and Controller from 2012 until October 2019. She has been employed with our Company since 1996.



## **Regulation**

### ***Holding Company Regulation***

Nearly all states have enacted legislation that regulates insurance holding company systems. Each insurance company in a holding company system is required to register with the insurance supervisory agency of its state of domicile and furnish information concerning the operations of companies within the holding company system that may materially affect the operations, management or financial condition of the insurers within the system. Under these laws, the respective state insurance departments may examine us at any time, require disclosure of material transactions and require prior notice of or approval for certain transactions. All transactions within a holding company system affecting an insurer must have fair and reasonable terms and are subject to other standards and requirements established by law and regulation.

### ***Change of Control***

The insurance holding company laws of nearly all states require advance approval by the respective state insurance departments of any change of control of an insurer. "Control" is generally presumed to exist through the direct or indirect ownership of 10% or more of the voting securities of a domestic insurance company or any entity that controls a domestic insurance company. In addition, insurance laws in many states contain provisions that require pre-notification to the insurance commissioners of a change of control of a non-domestic insurance company licensed in those states. Any future transactions that would constitute a change of control of AIIC, SOCI or AIICTX, including a change of control of AMERISAFE, would generally require the party acquiring control to obtain the prior approval of the department of insurance in the state in which the insurance company being acquired is incorporated and may require pre-notification in the states where pre-notification provisions have been adopted. Obtaining these approvals may result in the material delay of, or deter, any such transaction.

These laws may discourage potential acquisition proposals and may delay, deter or prevent a change of control of AMERISAFE, including through transactions, and in particular unsolicited transactions, that some or all of the shareholders of AMERISAFE might consider to be desirable.

### ***State Insurance Regulation***

Insurance companies are subject to regulation and supervision by the department of insurance in the state in which they are domiciled and, to a lesser extent, other states in which they conduct business. AIIC and SOCI are primarily subject to regulation and supervision by the Nebraska Department of Insurance. AIICTX is primarily subject to regulation and supervision by the Texas Department of Insurance and Workers' Compensation Commission. These state agencies have broad regulatory, supervisory and administrative powers, including the power to grant and revoke licenses to transact business, license agencies, set the standards of solvency to be met and maintained, determine the nature of, and limitations on, investments and dividends, approve policy forms and rates in some states, periodically examine financial statements, determine the form and content of required financial statements and periodically examine market conduct.

Detailed annual and quarterly financial statements and other reports are required to be filed with the state insurance departments in all states in which we are licensed to transact business. The financial statements of AIIC, SOCI and AIICTX are subject to periodic examination by the department of insurance in each state in which they are licensed to do business.

In addition, many states have laws and regulations that limit an insurer's ability to withdraw from a particular market. For example, states may limit an insurer's ability to cancel or not renew policies. Furthermore, certain states prohibit an insurer from withdrawing one or more lines of business from the state, except pursuant to a plan that is approved by the state insurance department. The state insurance department may disapprove a plan that may lead to market disruption. Laws and regulations that limit cancellation and non-renewal and that subject program withdrawals to prior approval requirements may restrict our ability to exit unprofitable markets.

Insurance agencies are also subject to regulation and supervision by the state insurance departments in the states in which they are licensed. Our wholly owned subsidiary, Amerisafe General Agency, Inc., is licensed as an insurance agent in 30 states. Amerisafe General Agency is domiciled in Louisiana and is primarily subject to regulation and supervision by the Louisiana Department of Insurance, which regulates the solicitation of insurance and the qualification and licensing of agents and agencies that may desire to conduct business in Louisiana.



### **State Insurance Department Examinations**

We are subject to periodic examinations by the Nebraska and Texas insurance departments. AIIC and SOCI underwent an examination by the Nebraska Department of Insurance in 2022 and 2023 which covered calendar years 2018 through 2021. AIICTX underwent an examination by the Texas Department of Insurance in 2022 and 2023 which covered calendar years 2018 through 2021. The examinations were completed in 2023 with no material findings.

### **Guaranty Fund Assessments**

In most of the states where we are licensed to transact business, there is a requirement that property and casualty insurers doing business in that state participate in a guaranty association, which is organized to pay contractual benefits owed under insurance policies issued by impaired, insolvent or failed insurers. These associations levy assessments, up to prescribed limits, on all member insurers in a particular state on the basis of the proportionate share of the premium written by member insurers in the lines of business in which the impaired, insolvent or failed insurer is engaged. Some states permit member insurers to recover assessments paid through full or partial premium tax offsets.

Property and casualty insurance company insolvencies or failures may result in us paying assessments at some future date. At this time, we are unable to determine the impact, if any, such assessments may have on our financial position or results of operations. We have established liabilities for potential state guaranty fund assessments with respect to insurers becoming insolvent.

### **Residual Market Programs**

Many of the states in which we conduct business or intend to conduct business require that all licensed insurers participate in a program to provide workers' compensation insurance to those employers who have not or cannot obtain coverage from a carrier on a negotiated basis. The level of required participation in such programs is generally determined by calculating the volume of our voluntary business in that state as a percentage of all voluntary business in that state by all insurers. The resulting factor is the proportion of premium we must accept as a percentage of all of premiums in policies included in that state's residual market program.

Companies generally can fulfill their residual market obligations by either issuing insurance policies to employers assigned to them, or participating in a reinsurance pool where the results of all policies provided through the pool are shared by the participating companies. In 2022 and prior, we utilized both methods, depending on management's evaluation of the most cost-efficient method to adopt in each state that allows a choice of assigned risk or participation in a pooling arrangement. Beginning in 2023, we stopped accepting direct assignments.

### **Second Injury Funds**

A number of states operate trust funds that reimburse insurers and employers for claims paid to injured employees for aggravation of prior conditions or injuries. The state-managed trust funds are funded through assessments against insurers and self-insurers providing workers' compensation coverage in the applicable state. Our recoveries from state-managed trust funds for the years ended December 31, 2023, 2022 and 2021 were \$2.9 million, \$3.6 million and \$5.1 million, respectively. Our cash paid for assessments to state-managed trust funds for the years ended December 31, 2023, 2022 and 2021 was \$1.8 million, \$0.1 million and \$0.8 million, respectively. We accrue for second injury funds relative to historical paid amounts.

### **Dividend Limitations**

Under Nebraska law, without the prior approval of the Nebraska Director of Insurance, AIIC and SOCI cannot pay dividends to their shareholder that exceed the greater of (a) 10% of statutory surplus as of the previous year end or (b) or statutory net income, excluding realized investment gains, for the preceding 12-month period. However, net income from the previous two calendar years may be carried forward to the extent that it has not already been paid out as dividends. Further, under Texas law, without the prior approval of the Texas Commissioner of Insurance, AIICTX cannot pay dividends to its shareholder in excess of the greater of 10% of statutory surplus, or statutory net income, for the preceding 12-month period.

### **Federal Law and Regulations**

For the year ended December 31, 2023, we derived 3.3% of our voluntary in-force premiums from employers engaged in the maritime industry. As a provider of workers' compensation insurance for employers engaged in the maritime industry, we are subject to the United States Longshore and Harbor Workers' Compensation Act (USL&H) and the Merchant Marine Act of 1920, or Jones Act. We are also subject to regulations related to the USL&H Act and the Jones Act.



The USL&H Act, which is administered by the U.S. Department of Labor, generally covers exposures on the navigable waters of the United States and in adjoining waterfront areas, including exposures resulting from stevedoring. The USL&H Act requires employers to provide medical benefits, compensation for lost wages, and rehabilitation services to longshoremen, harbor workers and other maritime workers who may suffer injury, disability or death during the course and scope of their employment. The Department of Labor has the authority to require us to make deposits to serve as collateral for losses incurred under the USL&H Act.

The Jones Act is a federal law, the maritime employer provisions of which provide injured offshore workers, or seamen, with a remedy against their employers for injuries arising from negligent acts of the employer or co-workers during the course of employment on a ship or vessel.

### ***Privacy Regulations***

In 1999, Congress enacted the Gramm-Leach-Bliley Act, which, among other things, protects consumers from the unauthorized dissemination of certain personal information. Subsequently, a majority of states have implemented additional regulations to address privacy issues. These laws and regulations apply to all financial institutions, including insurance companies, and require us to maintain appropriate policies and procedures for managing and protecting certain personal information of our policyholders and to fully disclose our privacy practices to our policyholders. We may also be exposed to future privacy laws and regulations, which could impose additional costs and impact our results of operations or financial condition. In 2000, the NAIC adopted the Privacy of Consumer Financial and Health Information Model Regulation, which assisted states in promulgating regulations to comply with the Gramm-Leach-Bliley Act. In 2002, to further facilitate the implementation of the Gramm-Leach-Bliley Act, the NAIC adopted the Standards for Safeguarding Customer Information Model Regulation. Several states have now adopted similar provisions regarding the safeguarding of policyholder information. We have established policies and procedures intended to ensure that we are in compliance with the privacy requirement of the Gramm-Leach-Bliley Act.

### ***Information Security Standards***

In 2017, the National Association of Insurance Commissioners adopted the Insurance Data Security Model Law creating rules for insurers, agents and other licensed entities covering data security, investigation and notification of breach. This includes maintaining an information security program based on ongoing risk assessment, overseeing third-party service providers, investigating data breaches and notifying regulators of a cybersecurity event. Some states have adopted similar versions of the Insurance Data Security Model Law. Our policies and procedures regarding information security are intended to ensure that we are in compliance with the model law.

### ***Federal and State Legislative and Regulatory Changes***

From time to time, various regulatory and legislative changes have been proposed in the insurance industry. Among the proposals that have in the past been, or are at present, being considered are the possible introduction of federal regulation in addition to, or in lieu of, the current system of state regulation of insurers and proposals in various state legislatures (some of which proposals have been enacted) to conform portions of their insurance laws and regulations to various model acts adopted by the NAIC. We are unable to predict whether any of these laws and regulations will be adopted, the form in which any such laws and regulations would be adopted or the effect, if any, these developments would have on our operations and financial condition.

For information on the Terrorism Risk Act, see “—Reinsurance—Terrorism Reinsurance.”

### ***The National Association of Insurance Commissioners***

The NAIC is a group formed by state insurance commissioners to discuss issues and formulate policy with respect to regulation, reporting and accounting of insurance companies. Although the NAIC has no legislative authority and insurance companies are at all times subject to the laws of their respective domiciliary states and, to a lesser extent, other states in which they conduct business, the NAIC is influential in determining the form in which such laws are enacted. Model insurance laws, regulations and guidelines, which we refer to as the Model Laws, have been promulgated by the NAIC as a minimum standard by which state regulatory systems and regulations are measured. Adoption of state laws that provide for substantially similar regulations to those described in the Model Laws is a requirement for accreditation by the NAIC. The NAIC provides authoritative guidance to insurance regulators on statutory accounting issues by promulgating and updating a codified set of statutory accounting practices in its *Accounting Practices and Procedures Manual*. The Nebraska and Texas legislatures have adopted these codified statutory accounting practices.



Under Nebraska law, AIIIC and SOCI are each required to maintain minimum capital and surplus of \$2.0 million. Under Texas law, AIICTX is required to maintain minimum capital and surplus of \$5.0 million. Property and casualty insurance companies are also subject to certain risk-based capital requirements by the NAIC. Under those requirements, the amount of capital and surplus maintained by a property and casualty insurance company is determined based on the various risk factors related to it. As of December 31, 2023, AIIIC, SOCI and AIICTX exceeded the minimum risk-based capital requirements.

The key financial ratios of the NAIC's Insurance Regulatory Information System (IRIS), which ratios were developed to assist insurance departments in overseeing the financial condition of insurance companies, are reviewed by experienced financial examiners of the NAIC and state insurance departments to select those companies that merit highest priority in the allocation of the regulators' resources. IRIS identifies 13 industry ratios and specifies "usual values" for each ratio. Departure from the usual values on four or more of the ratios can lead to inquiries from individual state insurance commissioners as to certain aspects of an insurer's business. The 2023 IRIS results for AIIIC, SOCI, and AIICTX were within expected values for all 13 industry ratios.

### **Statutory Accounting Principles**

Statutory accounting principles (SAP) are a basis of accounting developed to assist insurance regulators in monitoring and regulating the solvency of insurance companies. SAP is primarily concerned with measuring an insurer's surplus as regards to policyholders. Accordingly, statutory accounting focuses on valuing assets and liabilities of insurers at financial reporting dates in accordance with appropriate insurance law and regulatory provisions applicable in each insurer's domiciliary state.

Generally accepted accounting principles (GAAP) are concerned with a company's solvency, but are also concerned with other financial measurements, principally income and cash flows. Accordingly, GAAP gives more consideration to appropriate matching of revenue and expenses and accounting for management's stewardship of assets than does SAP. As a direct result, different assets and liabilities and different amounts of assets and liabilities will be reflected in financial statements prepared in accordance with GAAP as compared to SAP.

Statutory accounting principles established by the NAIC and adopted in part by Nebraska and Texas insurance regulators, determine, among other things, the amount of statutory surplus and statutory net income of AIIIC, SOCI and AIICTX and thus determine, in part, the amount of funds that are available to pay dividends to AMERISAFE.

### **Corporate Website Information**

Our corporate website is located at [www.amerisafe.com](http://www.amerisafe.com). Our annual report to shareholders, annual proxy statement and related proxy card will be made available on our website at the same time they are mailed to shareholders. Our quarterly reports on Form 10-Q, periodic reports on Form 8-K and amendments to those reports that we file or furnish pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 are available through our website, free of charge, as soon as reasonably practicable after they have been electronically filed or furnished to the Securities and Exchange Commission (SEC). Our website also provides access to reports filed by our directors, executive officers and certain significant shareholders pursuant to Section 16 of the Securities Exchange Act of 1934. In addition, our Corporate Governance Guidelines, Code of Business Conduct and Ethics, Policy Regarding Communications with the Board of Directors, Policy Regarding Shareholder Recommended Director Candidates, Majority Voting and Director Resignation Policy, Sustainability Report, and charters for the standing committees of our Board of Directors are available on our website as well as other shareholder communications. The information on our website is not incorporated by reference into this report. In addition, the SEC maintains a website, [www.sec.gov](http://www.sec.gov), which contains reports, proxy and information statements and other information that we file electronically with the SEC.

### **Item 1A. Risk Factors.**

In evaluating our Company, the factors described below should be considered carefully. The occurrence of one or more of these events could significantly and adversely affect our business, prospects, financial condition, results of operations and cash flows.

#### **Risks Related to Our Business**

##### **The workers' compensation insurance industry is cyclical in nature, which may affect our overall financial performance.**

The financial performance of the workers' compensation insurance industry has historically fluctuated, with periods of lower premium rates and excess underwriting capacity resulting from increased competition followed by periods of higher premium rates and reduced underwriting capacity resulting from decreased competition. Although the financial performance of an individual insurance company is dependent on its own specific business characteristics, the profitability of most workers' compensation



insurance companies generally tends to follow this cyclical market pattern. Because this market cyclicity is due in large part to the actions of our competitors and general economic factors, we cannot predict the timing or duration of changes in the market cycle. We expect these cyclical patterns will cause our revenues and net income to fluctuate, which may cause the price of our common stock to be more volatile.

**We operate in a highly competitive industry and may lack the financial resources to compete effectively.**

There is significant competition in the workers' compensation insurance industry. We believe that our competition in the hazardous industries we target is fragmented and not dominated by one or more competitors. We compete with other insurance companies, state insurance pools and self-insurance funds. Many of our existing and potential competitors are significantly larger and possess greater financial, marketing and management resources than we do. Moreover, a number of these competitors offer other types of insurance in addition to workers' compensation and can provide insurance nationwide.

We only offer workers' compensation insurance. We have no current plans to focus our efforts on offering other types of insurance. As a result, negative developments in the economic, competitive or regulatory conditions affecting the workers' compensation insurance industry could have an adverse effect on our financial condition and results of operations. Negative developments in the workers' compensation insurance industry could have a greater impact on our company because we do not sell other types of insurance.

We compete on the basis of many factors, including coverage availability, claims management, safety services, payment terms, premium rates, policy terms, types of insurance offered, overall financial strength, financial ratings and reputation. If any of our competitors offer premium rates, policy terms or types of insurance that are more competitive than ours, we could lose market share. No assurance can be given that we will maintain our current competitive position in the markets in which we currently operate or that we will establish a competitive position in new markets into which we may expand.

**If we do not appropriately establish our premium rates, our results of operations will be adversely affected.**

In general, the premium rates for our insurance policies are established when coverage is initiated and, therefore, before all of the underlying costs are known. Like other workers' compensation insurance companies, we rely on estimates and assumptions in setting our premium rates. Establishing adequate rates is necessary to generate sufficient revenue to offset losses, loss adjustment expenses and other underwriting expenses, and to earn an underwriting profit. If we fail to accurately assess the risks that we assume, we may fail to charge adequate premium rates to cover our losses and expenses, which could reduce our net income and cause us to become unprofitable. For example, when initiating coverage on a policyholder, we estimate future claims expense based, in part, on prior claims information provided by the policyholder's previous insurance carriers. If this prior claims information is not accurate, we may underprice our policy by using claims estimates that are too low. As a result, our actual costs for providing insurance coverage to our policyholders may be significantly higher than our premiums. In order to set premium rates appropriately, we must:

- collect and properly analyze a substantial volume of data;
- develop, test and apply appropriate rating formulae;
- closely monitor and timely recognize changes in trends; and
- project both frequency and severity of losses with reasonable accuracy.

We must also implement our pricing accurately in accordance with our assumptions. Our ability to undertake these efforts successfully, and as a result set premium rates accurately, is subject to a number of risks and uncertainties, principally:

- insufficient reliable data;
- incorrect or incomplete analysis of available data;
- uncertainties generally inherent in estimates and assumptions;
- the complexity inherent in implementing appropriate rating formulae or other pricing methodologies;
- costs of ongoing medical treatment;
- uncertainties inherent in accurately estimating retention, investment yields, and the duration of our liability for loss and loss adjustment expenses; and
- unanticipated court decisions, legislation or regulatory action.

Consequently, we could set our premium rates too low, which would negatively affect our results of operations and our profitability, or we could set our premium rates too high, which could reduce our competitiveness and lead to lower revenues.



**If we cannot sustain our relationships with independent agencies, we may be unable to operate profitably.**

We market a substantial portion of our workers' compensation insurance through independent agencies. As of December 31, 2023, independent agencies produced 98.2% of our voluntary in-force premiums. No independent agency accounted for more than 1.8% of our voluntary in-force premiums at that date. Independent agencies are not obligated to promote our insurance and may sell insurance offered by our competitors. As a result, our continued profitability depends, in part, on the marketing efforts of our independent agencies and on our ability to offer workers' compensation insurance and maintain financial strength ratings that meet the requirements of our independent agencies and their policyholders.

**If we are unable to realize our investment objectives, our financial condition and results of operations may be adversely affected.**

Investment income is an important component of our net income. As of December 31, 2023, our investment portfolio, including cash and cash equivalents, had a carrying value of \$896.5 million. For the year ended December 31, 2023 we had \$31.3 million of net investment income. Our investment portfolio is managed under investment guidelines approved by our Board of Directors, and is made up predominately of fixed maturity securities and cash and cash equivalents. Although our investment guidelines emphasize capital preservation and liquidity, our investments are subject to a variety of risks, including risks related to general economic conditions, interest rate fluctuations, market illiquidity and market volatility. General economic conditions may be adversely affected by global health pandemics, U.S. involvement in hostilities with other countries and large-scale acts of terrorism, or the threat of hostilities or terrorist acts.

Interest rates are highly sensitive to many factors, including governmental monetary policies and domestic and international economic and political conditions. Increased interest rates could have an adverse effect on the market value of our investment portfolio. Decreased interest rates could have an adverse effect on our investment income, in addition to increased prepayment risk on callable securities included in our investment portfolio.

Similarly, during periods of market disruption, including periods of rapidly widening credit spreads or illiquidity, the fair values of certain of our fixed maturity securities could be deemed to have a credit related loss for which the Company could be obligated to recognize an allowance for credit losses. Further, rapidly changing equity market conditions could materially impact the valuation of the equity securities as reported within our consolidated financial statements and the period-to-period changes in value could vary significantly.

These and other factors affect the capital markets and, consequently, the value of our investment portfolio and our future investment income. Any significant decline in our investment income would adversely affect our revenues and net income.

**A decline in the level of business activity of our policyholders, particularly those engaged in the construction, trucking, logging and lumber, agriculture, manufacturing, telecommunications, and maritime industries, could negatively affect our earnings and profitability.**

In 2023, 85.4% of our gross premiums written were derived from policyholders in the construction, trucking, logging and lumber, agriculture, manufacturing, telecommunications, and maritime industries. Because premium rates are calculated, in general, as a percentage of a policyholder's payroll expense, premiums fluctuate depending upon the level of business activity and number of employees of our policyholders. As a result, our gross premiums written are primarily dependent upon economic conditions in these industries and upon economic conditions generally.

**Our loss reserves are based on estimates and may be inadequate to cover our actual losses.**

We record reserves for estimated losses under insurance policies we write and for loss adjustment expenses related to the investigation and settlement of claims. Our reserves for loss and loss adjustment expenses represent the estimated cost of all reported and unreported loss and loss adjustment expenses incurred and unpaid at any given point in time based on known facts and circumstances. Reserves are based on estimates of the most likely ultimate cost of individual claims. These estimates are inherently uncertain.

Our pre-tax income for any period is impacted by establishing reserves for new claims as well as changes in estimates for previously reported losses. Our focus on writing workers' compensation insurance for employers engaged in hazardous industries results in our experiencing fewer, but more severe, claims. The ultimate cost of resolving severe claims is difficult to predict, particularly in the period shortly after the injury occurs. Substantial judgment is required to determine the relevance of our historical experience and industry information under current facts and circumstances. The interpretation of this historical data can be impacted by external forces, principally frequency and severity of unreported claims, length of time to achieve ultimate settlement of claims, inflation in medical costs and wages, insurance policy coverage interpretations, jury determinations, and legislative changes. Accordingly, our reserves may prove to be inadequate to cover our actual losses. If there are unfavorable changes affecting our



assumptions, our reserves may need to be increased. When a reserve estimate is increased, the change decreases pre-tax income by a corresponding amount.

**The effects of emerging claims and coverage issues on our business are uncertain.**

As industry practices and legal, judicial, social and other environmental conditions change, unexpected and unintended issues related to claims and coverage may emerge. These issues may adversely affect our business by either extending coverage beyond our underwriting intent or by increasing the number or size of claims. In some instances, these changes may not become apparent until after we have issued insurance policies that are affected by the changes. As a result, the full extent of our liability under an insurance policy may not be known until many years after the policy is issued. For example, medical costs associated with permanent and partial disabilities may increase more rapidly or be higher than we currently expect. Changes of this nature may expose us to higher claims costs than we anticipated when we wrote the underlying policy.

**Changes in accounting standards or new standards, as well as assumptions, estimates and judgments by management related to complex accounting issues could have a material adverse effect on our capital levels and our results of operations.**

Changes in GAAP accounting standards, guidelines and interpretations have the ability to impact our financial results especially as it relates to our significant accounting policies which are described in Note 1 of our Consolidated Financial Statements. Changes in these standards, issued and promulgated by the Financial Accounting Standards Board (FASB) could impact the recognition of revenues, expenses, taxes, investments, loss reserves and other aspects of the Company's assets and liabilities. Such changes could significantly impact our reported earnings or financial condition.

AMERISAFE is a holding company whose insurance subsidiaries are governed by SAP determined and promulgated by the NAIC and state departments of insurance. New standards or changes in SAP accounting standards or interpretations, especially as it relates to our significant revenues, assets, liabilities, statutory surplus, risk-based capital ratios and dividend paying ability could have a material impact on our statutory earnings, dividend paying ability or financial condition.

**As an insurance holding company, AMERISAFE is dependent on the results of operations of its insurance subsidiaries, and our Company's ability to pay dividends depends on the regulatory and financial capacity of its subsidiaries to pay dividends to AMERISAFE.**

AMERISAFE is a holding company that transacts business through its operating subsidiaries, including AIC. AMERISAFE's primary assets are the capital stock of these operating subsidiaries. The ability of AMERISAFE to pay dividends to our shareholders depends upon the surplus and earnings of our subsidiaries and their ability to pay dividends to AMERISAFE. Payment of dividends by our insurance subsidiaries is restricted by state insurance laws, including laws establishing minimum solvency and liquidity thresholds, and could be subject to contractual restrictions in the future, including those imposed by indebtedness we may incur in the future. As a result, AMERISAFE may not be able to receive dividends from its insurance subsidiaries and may not receive dividends in amounts necessary to pay dividends on our capital stock.

**A downgrade in our A.M. Best rating would likely reduce the amount of business we are able to write.**

Rating agencies evaluate insurance companies based on their ability to pay claims. We are currently assigned a group letter rating of "A" (Excellent) from A.M. Best, which is the rating agency that we believe has the most influence on our business. This rating is assigned to companies that, in the opinion of A.M. Best, have demonstrated an excellent overall performance when compared to industry standards. A.M. Best considers "A" rated companies to have an excellent ability to meet their ongoing obligations to policyholders. The ratings of A.M. Best are subject to periodic review using, among other things, proprietary capital adequacy models, and are subject to revision or withdrawal at any time. A.M. Best ratings are directed toward the concerns of policyholders and insurance agencies and are not intended for the protection of investors or as a recommendation to buy, hold or sell securities. Our competitive position relative to other companies is determined in part by our A.M. Best rating. Any downgrade in our rating would likely adversely affect our business through the loss of certain existing and potential policyholders and the loss of relationships with certain independent agencies.



## ***Risks Related to Regulation and Litigation***

### **Because we are subject to extensive state and federal regulation, legislative changes may negatively impact our business.**

We are subject to extensive regulation by the Nebraska and Texas Departments of Insurance and the insurance regulatory agencies of other states in which we are licensed and, to a lesser extent, federal regulation. State agencies have broad regulatory powers designed primarily to protect policyholders and their employees, and not our shareholders. Regulations vary from state to state, but typically address:

- standards of solvency, including risk-based capital measurements;
- restrictions on the nature, quality and concentration of our investments;
- restrictions on the terms of the insurance policies we offer;
- restrictions on the way our premium rates are established and the premium rates we may charge;
- required reserves for unearned premiums and loss and loss adjustment expenses;
- standards for appointing general agencies;
- limitations on transactions with affiliates;
- restrictions on mergers and acquisitions;
- restrictions on the ability of our insurance company subsidiaries to pay dividends to AMERISAFE;
- certain required methods of accounting; and
- potential assessments for state guaranty funds, second injury funds and other mandatory pooling arrangements.

We may be unable to comply fully with the wide variety of applicable laws and regulations that are continually undergoing revision. In addition, we follow practices based on our interpretations of laws and regulations that we believe are generally followed by our industry. These practices may be different from interpretations of insurance regulatory agencies. As a result, insurance regulatory agencies could preclude us from conducting some or all of our activities or otherwise penalize us. For example, in order to enforce applicable laws and regulations or to protect policyholders, insurance regulatory agencies have relatively broad discretion to impose a variety of sanctions, including examinations, corrective orders, suspension, revocation or denial of licenses, and the takeover of one or more of our insurance subsidiaries. The extensive regulation of our business may increase the cost of our insurance and may limit our ability to obtain premium rate increases or to take other actions to increase our profitability.

The workers' compensation system is largely regulated by state regulation. However in recent years, certain federal agencies and regulatory bodies have increased interest in more federal workers' compensation oversight. Increased federal involvement has the potential to change the workers' compensation structure impacting workers' benefits and the method of administration. As a result, potential changes in the level of oversight to the workers' compensation industry could adversely affect our operations.

### **Assessments and premium surcharges for state guaranty funds, second injury funds and other mandatory pooling arrangements may reduce our profitability.**

Most states require insurance companies licensed to do business in their state to participate in guaranty funds, which require the insurance companies to bear a portion of the unfunded obligations of impaired, insolvent or failed insurance companies. These obligations are funded by assessments, most of which are expected to continue in the future. State guaranty associations levy assessments, up to prescribed limits, on all member insurance companies in the state based on their proportionate share of premiums written in the lines of business in which the impaired, insolvent or failed insurance companies are engaged. See "Business—Regulation" in Item 1 of this report. Accordingly, the assessments levied on us may increase as we increase our written premium. Some states also have laws that establish second injury funds to reimburse insurers and employers for claims paid to injured employees for aggravation of prior conditions or injuries. These funds are supported by either assessments or premium surcharges based on case incurred losses.

In addition, as a condition to conducting business in some states, insurance companies are required to participate in residual market programs to provide insurance to those employers who cannot procure coverage from an insurance carrier on a negotiated basis. Insurance companies generally can fulfill their residual market obligations by, among other things, participating in a reinsurance pool where the results of all policies provided through the pool are shared by the participating insurance companies. Although we price our insurance to account for obligations we may have under these pooling arrangements, we may not be successful in estimating our liability for these obligations. Accordingly, mandatory pooling arrangements may cause a decrease in our profits.



At December 31, 2023, we participated in mandatory pooling arrangements in 25 states and the District of Columbia. As we write policies in new states that have mandatory pooling arrangements, we will be required to participate in additional pooling arrangements. Further, the impairment, insolvency or failure of other insurance companies in these pooling arrangements would likely increase the liability for other members in the pool. The effect of assessments and premium surcharges or changes in them could reduce our profitability in any given period or limit our ability to grow our business.

**Legal or other administrative proceedings could have a material adverse effect on our operations or results of operations.**

In the ordinary course of our business, we are involved in various legal and other administrative proceedings involving claims arising from our insurance operations. These claims involve issues such as eligibility for workers' compensation insurance coverage or benefits, the extent of injuries, wage determinations, disability ratings, and bad faith and extra-contractual liability. We defend these claims. A significant adverse result, or multiple adverse results involving similar issues, could require us to pay significant amounts or to change the manner in which we administer claims, which could have a material adverse effect on our operations or results of operations.

**We may have exposure to losses from terrorism for which we are required by law to provide coverage.**

When writing workers' compensation insurance policies, we are required by law to provide workers' compensation benefits for losses arising from acts of terrorism. The impact of any terrorist act is unpredictable, and the ultimate impact on us would depend upon the nature, extent, location and timing of such an act. Our 2024 reinsurance treaty program affords limited coverage for up to \$100.0 million for losses arising from terrorism, subject to applicable deductibles, retentions, definitions and aggregate limits.

Notwithstanding the protection provided by reinsurance and the Terrorism Risk Insurance Program Reauthorization Act of 2019, the risk of severe losses to us from acts of terrorism has not been eliminated because our reinsurance treaty program includes various sub-limits and exclusions limiting our reinsurers' obligation to cover losses caused by acts of terrorism. Accordingly, events constituting acts of terrorism may not be covered by, or may exceed the capacity of, our reinsurance and could adversely affect our business and financial condition.

***Risks Related to Our Reinsurers***

**A downgrade in the A.M. Best rating of one or more of our significant reinsurers could adversely affect our financial condition.**

Our financial condition could be adversely affected if the A.M. Best rating of one or more of our significant reinsurers is downgraded. For example, our A.M. Best rating may be downgraded if our amounts recoverable from a reinsurer are significant and the A.M. Best rating of that reinsurer is downgraded. If one of our reinsurers suffers a rating downgrade, we may consider various options to lessen the impact on our financial condition, including commutation, novation and the use of letters of credit to secure amounts recoverable from reinsurers. However, these options may result in losses to our company, and there can be no assurance that we could implement any of these options.

**If we are unable to obtain reinsurance on favorable terms, our ability to write policies could be adversely affected.**

We purchase reinsurance to reduce our net liability on individual risks and to protect against catastrophic losses. Reinsurance is an arrangement in which an insurance company, called the ceding company, transfers insurance risk by sharing premiums with another insurance company, called the reinsurer. Conversely, the reinsurer receives or assumes reinsurance from the ceding company. Our 2024 reinsurance program provides us with reinsurance coverage for each loss occurrence up to \$100.0 million, subject to applicable limitations, deductibles, retentions and aggregate limits. Our retention is \$2.0 million for each loss occurrence. Losses in the layer between \$2.0 million and \$10.0 million are ceded to a multi-year reinsurance treaty.

The availability, amount, and cost of reinsurance are subject to market conditions and our experience with insured losses. As a result, any material changes in market conditions or our loss experience could adversely affect our financial performance.

**If any of our current reinsurers were to terminate participation in our reinsurance treaty program, we could be exposed to an increased risk of loss.**

When our reinsurance treaty program is terminated and we enter into a new program, any decrease in the amount of reinsurance at the time we enter into a new program, whether caused by the existence of more restrictive terms and conditions or decreased availability, will also increase our risk of loss and, as a result, could adversely affect our business, financial condition and results of operations. We currently have 26 reinsurers participating in our reinsurance treaty program, and we believe that this is a sufficient number of reinsurers to provide us with the reinsurance coverage we require. However, it is possible that one or more of our current reinsurers could terminate participation in our program. In addition, we may terminate the participation of one or more of our reinsurers under certain circumstances as permitted by the terms of our reinsurance agreements. In any of these events, if our



reinsurance broker is unable to reallocate the terminated reinsurance among the remaining reinsurers in the program, it could take a significant period of time to identify and negotiate agreements with one or more replacement reinsurers. During this period, we would be exposed to an increased risk of loss, the extent of which would depend on the coverage previously provided by the terminated reinsurance.

**We may not be able to recover amounts due from our reinsurers, which would adversely affect our financial condition.**

Reinsurance does not discharge our obligations under the insurance policies we write. We remain liable to our policyholders even if we are unable to make recoveries that we are entitled to receive under our reinsurance contracts. As a result, we are subject to credit risk with respect to our reinsurers. Losses are recovered from our reinsurers as claims are paid. In long-term workers' compensation claims, the creditworthiness of our reinsurers may change before we recover amounts to which we are entitled. Therefore, if a reinsurer is unable to meet any of its obligations to us, we would be responsible for all claims and claim settlement expenses for which we would have otherwise received payment from the reinsurer.

As of December 31, 2023, we had \$130.0 million of recoverables from reinsurers. Of this amount, \$48.4 million was unsecured. As of December 31, 2023, our largest recoverable from reinsurers included \$65.0 million from Hannover Reinsurance Ireland Limited (Hannover), \$19.7 million from Arch Reinsurance Company and \$9.1 million from Allianz Risk Transfer AG. Each of these reinsurers have an A.M. Best rating of "A" (Excellent) or better. An immaterial amount of reinsurance recoverable due at December 31, 2023 was over 90 days old. If we are unable to collect amounts recoverable from our reinsurers, our financial condition would be adversely impacted.

***Risks Related to Our Common Stock***

**Our revenues and results of operations may fluctuate as a result of factors beyond our control, which fluctuation may cause the price of our common stock to be volatile.**

The revenues and results of operations of our insurance subsidiaries historically have been subject to significant fluctuations and uncertainties. Our profitability can be affected significantly by:

- rising levels of claims costs, including medical and prescription drug costs, that we cannot anticipate at the time we establish our premium rates;
- fluctuations in interest rates, inflationary or deflationary pressures and other changes in the investment environment that affect returns on our invested assets;
- changes in the frequency or severity of claims;
- the financial stability of our reinsurers and changes in the level of reinsurance capacity and our capital capacity;
- new types of claims and new or changing judicial interpretations relating to the scope of liabilities of insurance companies;
- volatile and unpredictable developments, including man-made, weather-related and other natural catastrophes or terrorist attacks; and
- price competition.

If our revenues and results of operations fluctuate as a result of one or more of these factors, the price of our common stock may become more volatile.

**Provisions of our articles of incorporation and bylaws and the laws of the states of Texas and Nebraska could impede an attempt to replace or remove our directors or otherwise effect a change of control of our company, which could diminish the value of our common stock.**

Our articles of incorporation and bylaws contain provisions that may make it more difficult for shareholders to replace or remove directors even if the shareholders consider it beneficial to do so. In addition, these provisions could delay or prevent a change of control of our company that shareholders might consider favorable. Our articles of incorporation and bylaws contain the following provisions that could have an anti-takeover effect:

- election of our directors is classified, meaning that the members of only one of three classes of our directors are elected each year;
- shareholders have limited ability to call shareholder meetings and to bring business before a meeting of shareholders;



- shareholders may not act by written consent, unless the consent is unanimous; and
- our Board of Directors may authorize the issuance of preferred stock with such rights, preferences and privileges as the Board deems appropriate.

These provisions may make it difficult for shareholders to replace management and could have the effect of discouraging a future takeover attempt that is not approved by our Board of Directors, but which individual shareholders might consider favorable.

We are incorporated in Texas. Under the Texas Business Organizations Code, our ability to enter into a business combination with an affiliated shareholder is limited.

In addition, two of our three insurance company subsidiaries, AIIC and SOCI, are incorporated in Nebraska and the other, AIICTX, is incorporated in Texas. Under Nebraska and Texas insurance law, advance approval by the state insurance department is required for any change of control of an insurer. "Control" is presumed to exist through the direct or indirect ownership of 10% or more of the voting securities of a domestic insurance company or any entity that controls a domestic insurance company. Obtaining these approvals may result in the material delay of, or deter, any transaction that would result in a change of control.

#### **The trading price of our common stock may decline.**

The trading price of our common stock may decline for many reasons, some of which are beyond our control, including, among others:

- our results of operations;
- changes in expectations as to our future results of operations, including financial estimates and projections by securities analysts and investors;
- results of operations that vary from those expected by securities analysts and investors;
- developments in the insurance or healthcare industries;
- current and expected economic conditions;
- changes in laws and regulations;
- announcements of claims against us by third parties; and
- future issuances or sales of our common stock.

In addition, the stock market experiences significant volatility from time to time that is often unrelated to the operating performance of companies whose shares are traded. These market fluctuations could adversely affect the trading price of our common stock, regardless of our actual operating performance.

#### **Securities analysts may discontinue coverage of our common stock or may issue negative reports, which may adversely affect the trading price of our common stock.**

There is no assurance that securities analysts will continue to cover our company. If securities analysts do not cover our company, this lack of coverage may adversely affect the trading price of our common stock. The trading market for our common stock relies in part on the research and reports that securities analysts publish about us or our business. If one or more of the analysts who cover our company downgrades our common stock, the trading price of our common stock may decline rapidly. If one or more of these analysts ceases to cover our company, we could lose visibility in the market, which, in turn, could also cause the trading price of our common stock to decline.

#### **Future sales of our common stock may affect the trading price of our common stock.**

We cannot predict what effect, if any, future sales of our common stock, or the availability of shares for future sale, will have on the trading price of our common stock. Sales of a substantial number of shares of our common stock in the public market, or the perception that such sales could occur, may adversely affect the trading price of our common stock and may make it more difficult for you to sell your shares at a time and price that you determine appropriate. As of February 15, 2024, there were 19,135,008 shares of our common stock outstanding.



## **General Risk Factors**

### **Technology breaches or failures, including those resulting from a malicious cyber attack on us, or our policyholders or service providers, could disrupt or otherwise negatively impact our business.**

We rely on information technology systems to process, transmit, store and protect the electronic information, financial data and proprietary models that are critical to our business. Furthermore, a significant portion of the communications between our employees, our policyholders and service providers depend on information technology and electronic information exchange. Like all companies, our information technology systems are vulnerable to data breaches, interruptions or failures due to events that may be beyond our control, including natural disasters, theft, terrorist attacks, computer viruses, hackers and general technology failures.

We have established and implemented security measures, controls and procedures in an effort to safeguard our information technology systems and to prevent unauthorized access to these systems and any data processed and/or stored in these systems. We evaluate the adequacy of our third-party service providers' cybersecurity measures through periodic due diligence and contractual obligations. Despite these safeguards, disruptions to and breaches of our information technology systems or our providers' are possible and may negatively impact our business.

Although we have experienced no known cases involving unauthorized access to our information technology systems and data or unauthorized appropriation of such data to date, we have no assurance that such technology breaches will not occur in the future.

### **The expertise, wellbeing and resiliency of our workforce is necessary to maintain our competitive advantages in the high hazard workers' compensation industry.**

Our success is dependent on the expertise, wellbeing and resiliency of our employees and our ongoing leadership development activities to attract and retain key employees that are knowledgeable about our business. Succession planning and employee education and development for key positions is essential. If we are unable to attract and retain key employees and provide them with opportunities to learn and grow, our operations may be adversely impacted.

### **Our business is dependent on the efforts of our executive officers because of their industry expertise, knowledge of our markets and relationships with the independent agencies that sell our insurance.**

Our success is dependent on the efforts of our executive officers because of their industry expertise, knowledge of our markets and relationships with our independent agencies. We have entered into employment agreements with each of our executive officers. Should any of our executive officers cease working for us, we may be unable to find acceptable replacements with comparable skills and experience in the workers' compensation insurance industry and the hazardous industries that we target. As a result, our operations may be disrupted and our business may be adversely affected. We do not currently maintain life insurance policies with respect to our executive officers.

### **Economic conditions could adversely affect our financial condition and results of operations.**

Negative trends in business investment, consumer confidence and spending, significant declines and volatility of the capital markets, and availability of credit and the rate of unemployment can adversely affect our business. Although we continue to closely monitor market conditions, we cannot predict future conditions or their impact on our premium volume, the value of our investment portfolio and our financial performance. As a result of economic conditions, we could experience future decreases in business activity and incur realized and unrealized losses in our investment portfolio, both of which could adversely affect our financial condition and results of operations.

### **An inability to effectively manage our operations could make it difficult for us to compete and could affect our ability to operate profitably.**

Our continuing strategic options include expanding in our existing markets, entering new geographic markets and further developing our agency relationships. Our strategy is subject to various risks, including risks associated with our ability to:

- profitably increase our business in existing markets;
- identify profitable new geographic markets for entry;
- attract and retain qualified personnel for expanded operations;
- identify, recruit and integrate new independent agencies; and
- augment our internal operations and systems as we expand our business.



**We may require additional capital in the future, which may not be available to us or may be available only on unfavorable terms.**

Our future capital requirements will depend on many factors, including state regulatory requirements, the financial stability of our reinsurers and our ability to write new business and establish premium rates sufficient to cover our estimated claims. We may need to raise additional capital or curtail our growth if the capital of our insurance subsidiaries is insufficient to support future operating requirements and/or cover claims. If we had to raise additional capital, equity or debt financing might not be available to us or might be available only on terms that are not favorable. Future equity offerings could be dilutive to our shareholders and the equity securities issued in any offering may have rights, preferences and privileges senior to our common stock.

If we cannot obtain adequate capital on favorable terms or at all, we may be unable to support future growth or operating requirements and, as a result, our business, financial condition or results of operations could be adversely affected.

**Item 1B. Unresolved Staff Comments.**

None.

**Item 1C. Cybersecurity**

We have established and implemented security measures, controls and procedures in an effort to safeguard our information technology systems and to prevent unauthorized access to these systems and any data processed and/or stored in these systems. We evaluate the adequacy of our third-party service providers' cybersecurity measures through periodic due diligence and contractual obligations.

We analyze the probability and impact of cybersecurity risks using recognized cybersecurity standards and frameworks for our industry and have identified certain material risks from cybersecurity threats. As part of this analysis, we also work to determine whether these material risks would be a threat to our business continuity. To help minimize our risks related to cybersecurity threats and incidents, we maintain physical controls, including a centralized electronic card access control system, uninterruptible power supply units, and environmental controls; and technical controls, including firewalls, signature and behavior-based monitoring, intrusion detection systems, encryption and backups, and mobile application management. We engage third parties in connection with our processes for assessing, identifying, and managing material risks from cybersecurity threats.

No known risks from cybersecurity threats have materially affected or are reasonably likely to materially affect our company, our business strategy, results of our operations, or our financial condition. However, despite our efforts, we cannot eliminate all risks from cybersecurity threats. For more information about these risks, please see "Risk Factors – General Risk Factors" in this annual report on Form 10-K.

As part of our overall risk management system, we assess, identify and provide oversight over cybersecurity risks to our information technology systems and our business continuity. We have identified key risk drivers and characteristics, and have incorporated these into our risk assessment matrix, which we use for day-to-day risk mitigation. Our risk assessment matrix provides us with a means to assess the probability and impact of material risks from cybersecurity threats. As a result of this process, we have identified and implemented controls and mitigation methods to manage these risks.

The Risk Committee of our Board of Directors meets with management to review and provide oversight of certain operational areas where we have identified key risks to our business, including our cybersecurity practices. The Risk Committee reviews our strategies, governing and management framework, security principles, and training and evaluations for cybersecurity threats. As part of this review, each quarter the Chief Risk Officer presents key cybersecurity metrics and analysis to the Risk Committee.

The Chief Risk Officer manages a team that assesses day-to-day cybersecurity. We actively maintain an Incident Response Plan, and in the event of a cybersecurity breach or incident, the Chief Risk Officer leads our response and initial risk assessment to mitigate impact and initiate any recovery process. Following identification of a cybersecurity breach or incident, incidents of medium or high severity level are elevated to an Incident Response Team. In addition to leading the response to such incidents, the Incident Response Team evaluates whether an incident is material and the associated public reporting implications. Incidents that are reviewed by the Incident Response Team are promptly elevated to the Risk Committee.

The Chief Risk Officer stays informed through multiple sources: technology and cybersecurity news, bulletins from the federal Cybersecurity and Infrastructure Security Agency, Information Sharing and Analysis Center feeds, and threat intelligence feeds from multiple sources. We also utilize a security operations center that acts as a centralized hub dedicated to monitoring, detecting, and responding to cybersecurity threats.

The Chief Risk Officer holds the Certified Risk Manager designation, and has more than 30 years of technology experience, including 15 years overseeing cybersecurity processes, risk assessment and risk management.



**Item 2. Properties.**

We own our principal business office which has approximately 60,000 square feet of office space together with a 3,200 square foot warehouse facility located in DeRidder, Louisiana. AIIC and SOCI lease their corporate headquarters which has approximately 3,500 square feet of office space located in Omaha, Nebraska. The Company leases space at other locations for certain of our service and claims representatives, none of which are material.

**Item 3. Legal Proceedings.**

In the ordinary course of our business, we are involved in the adjudication of claims resulting from workplace injuries. We are not involved presently in any legal or administrative proceedings that we believe are likely to have a materially adverse effect on our business, financial condition or results of operations.

**Item 4. Mine Safety Disclosures**

None.



## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities.

#### Market Information and Holders

Our common stock is traded on the NASDAQ Global Select Market under the symbol "AMSF." As of February 15, 2024, there were 19 holders of record of our common stock.

#### Dividend Policy

In 2023, 2022 and 2021, the Company paid regular quarterly cash dividends of \$0.34, \$0.31, and \$0.29 per share, respectively. In addition, the Company paid extraordinary cash dividends of \$3.50 in 2023 and \$4.00 in both 2022 and 2021.

On February 19, 2024 the Company declared a regular quarterly cash dividend of \$0.37 per share payable on March 22, 2024 to shareholders of record as of March 8, 2024.

The Board intends to continue to consider the payment of a regular cash dividend each calendar quarter. On an annualized basis, the cash dividend is expected to be \$1.48 per share in 2024.

AMERISAFE is a holding company and has no direct operations. Our ability to pay dividends in the future depends on the ability of our operating subsidiaries to pay dividends to us. Our insurance company subsidiaries are regulated insurance companies and therefore are subject to significant regulatory restrictions limiting their ability to declare and pay dividends. See "Business—Regulation—Dividend Limitations" in Item 1 of this report.

Our existing revolving credit agreement contains covenants that restrict our ability to pay dividends on our common stock. For more information on our credit agreement, see "Liquidity and Capital Resources" in Item 7 of this report.

#### Description of Capital Stock

AMERISAFE is authorized to issue 60,000,000 shares of capital stock, consisting of:

- 10,000,000 shares of preferred stock, par value \$0.01 per share; and
- 50,000,000 shares of common stock, par value \$0.01 per share.

As of February 15, 2024, 19,135,008 shares of common stock were outstanding. As of that date, there were no shares of preferred stock outstanding.

#### Share Repurchases

The Company's Board of Directors initiated a share repurchase program in February 2010. In October 2016, the Board reauthorized this program with a limit of \$25.0 million with no expiration date. The Company had \$10.4 million available for future purchases at December 31, 2023 under this program. There were 46,741 shares repurchased under this program in 2023 for \$2.2 million, or an average price of \$46.45, including commissions and excise tax. There were 264,449 shares repurchased under this program in 2022 for \$12.4 million, or an average price of \$46.84, including commissions. There were no shares repurchased under this program in 2021. Since the beginning of this plan, the Company has repurchased a total of 1,569,440 shares for \$36.9 million, or an average price of \$23.53, including commissions and excise tax. The purchases may be affected from time to time depending upon market conditions and subject to applicable regulatory considerations. It is anticipated that any future purchases will be funded from available capital.



The following table summarizes the Company's purchases of its common stock, par value \$0.01 per share, during the three months ended December 31, 2023:

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in thousands)
October 1, 2023 to October 31, 2023	—	\$ —	—	\$ 12,612
November 1, 2023 to November 30, 2023	500	47.44	500	12,589
December 1, 2023 to December 31, 2023	46,241	46.44	46,241	10,441
Total	<u>46,741</u>		<u>46,741</u>	

(1) Average price paid per share includes commissions and excise tax.

Item 6. [Reserved]



## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The financial and business analysis below provides information which the Company believes is relevant to an assessment and understanding of its consolidated financial position, results of operations and cash flows. The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes thereto included in Item 8 of this report. This discussion includes forward-looking statements that are subject to risks, uncertainties and other factors described in Item 1A of this report. These factors could cause our actual results in 2024 and beyond to differ materially from those expressed in, or implied by, those forward-looking statements.

### Overview

AMERISAFE is a holding company that markets and underwrites workers' compensation insurance through its insurance subsidiaries. Workers' compensation insurance covers statutorily prescribed benefits that employers are obligated to provide to their employees who are injured in the course and scope of their employment. Our business strategy is focused on providing this coverage to small to mid-sized employers engaged in hazardous industries, principally construction, trucking, logging and lumber, agriculture, manufacturing, telecommunications, and maritime. Employers engaged in hazardous industries pay substantially higher than average rates for workers' compensation insurance compared to employers in other industries, as measured per payroll dollar. The higher premium rates are due to the nature of the work performed and the inherent workplace danger of our target employers. Hazardous industry employers also tend to have less frequent but more severe claims as compared to employers in other industries due to the nature of their businesses. We provide proactive safety reviews of employers' workplaces. These safety reviews are a vital component of our underwriting process and also promote safer workplaces. We utilize intensive claims management practices that we believe permit us to reduce the overall cost of our claims. In addition, our audit services ensure that our policyholders pay the appropriate premiums required under the terms of their policies and enable us to monitor payroll patterns that cause underwriting, safety or fraud concerns. We believe that the higher premiums typically paid by our policyholders, together with our disciplined underwriting and safety, claims and audit services, provide us with the opportunity to earn attractive returns for our shareholders.

We actively market our insurance in 27 states through independent agencies, as well as through our wholly owned insurance agency subsidiary. We are also licensed in an additional 20 states, the District of Columbia and the U.S. Virgin Islands.

Two of the key financial measures that we use to evaluate our performance are return on average equity and growth in book value per share adjusted for dividends paid to shareholders. We calculate return on average equity by dividing annual net income by the average of annual shareholders' equity. Our return on average equity was 20.4% in 2023, 15.5% in 2022 and 15.7% in 2021. We calculate book value per share by dividing ending shareholders' equity by the number of common shares outstanding. Our book value per share was \$15.28 at December 31, 2023, \$16.57 at December 31, 2022 and \$20.62 at December 31, 2021. We paid cash dividends of \$4.86 per share in 2023, \$5.24 per share in 2022 and \$5.16 per share in 2021.

Investment income is an important element of our net income. Because the period of time between our receipt of premiums and the ultimate settlement of claims is often several years or longer, we are able to invest cash from premiums for significant periods of time. As a result, we are able to generate more investment income from our premiums as compared to insurance companies that operate in other lines of business that pay claims more quickly. At December 31, 2023, our investment portfolio, including cash and cash equivalents, was \$896.5 million and produced net investment income of \$31.3 million in 2023, \$27.2 million in 2022 and \$25.4 million in 2021.

The use of reinsurance is an important component of our business strategy. We purchase reinsurance to reduce our net liability on individual risks and to protect against catastrophic losses. Our reinsurance program for 2024 includes 26 reinsurers that provide coverage to us in excess of a certain specified loss amount, or retention level. Our 2024 reinsurance program provides us with reinsurance coverage for each loss occurrence up to \$100.0 million, subject to applicable limitations, deductibles, retentions and aggregate limits. However, for any loss occurrence involving only one claimant, our reinsurance coverage is limited to \$20.0 million, subject to applicable deductibles, retentions and aggregate limits. Losses in the layer between \$2.0 million and \$10.0 million are ceded to a multi-year reinsurance treaty. As losses are incurred and recorded, we record amounts recoverable from reinsurers for the portion of the losses ceded to our reinsurers.

Our most significant balance sheet liability is our reserve for loss and loss adjustment expenses. We record reserves for estimated losses under insurance policies that we write and for loss adjustment expenses related to the investigation and settlement of claims. Our reserves for loss and loss adjustment expenses represent the estimated cost of all reported and unreported loss and loss adjustment expenses incurred and unpaid at any given point in time based on known facts and circumstances. Reserves are based on estimates of the most likely ultimate cost of individual claims. These estimates are inherently uncertain. In addition, there are no policy limits on the liability for workers' compensation claims as there are for other forms of insurance. Therefore, estimating reserves for workers' compensation claims may be more uncertain than estimating reserves for other types of insurance claims with shorter or



more definite periods between occurrence of the claim and final determination of the loss and with policy limits on liability for claim amounts.

Our focus on providing workers' compensation insurance to employers engaged in hazardous industries results in our receiving relatively fewer but more severe claims than many other workers' compensation insurance companies. Severe claims, which we define as claims having an estimated ultimate cost of more than \$1.0 million, usually have a material effect on each accident year's loss reserves (and our reported results of operations) as a result of both the number of severe claims reported in any year and the timing of claims in the year. As a result of our focus on higher severity, lower frequency business, our reserve for loss and loss adjustment expenses may have greater volatility than other workers' compensation insurance companies.

For example, for the five-year period ended December 31, 2023 we had recorded 82 severe claims, or an average of 16 severe claims per year for accident years 2019 through 2023. The number of severe claims in any one accident year in this five-year period ranged from a low of 9 in 2023 to a high of 20 in 2021 and 2022. The average reported case severity for these claims ranged from \$2.28 million for the 2023 accident year to \$3.91 million for the 2021 accident year. For the five accident years, the case incurred for these severe claims accounted for an average of 16.6 percentage points of our overall loss and loss adjustment expense (LAE) ratio, measured at December 31, 2023.

Further, the ultimate cost of severe claims is more difficult to estimate, principally due to uncertainties as to medical treatment and outcome and the length and degree of disability. Because of these uncertainties, the estimate of the ultimate cost of severe claims can vary significantly as more information becomes available. As a result, at year end, the case reserve for a severe claim reported early in the year may be more accurate than the case reserve established for a severe claim reported late in the year.

A key assumption used by management in establishing loss reserves is that average per claim case incurred loss and loss adjustment expenses will increase year over year. We believe this increase primarily reflects medical and wage inflation and utilization. However, changes in per average claim case incurred loss and loss adjustment expenses can also be affected by frequency of severe claims in the applicable accident years.

As more fully described in "Business—Loss Reserves" in Item 1 of this report, the estimate for loss and loss adjustment expenses is established based upon management's analysis of historical data, and factors and trends derived from that data, including claims reported, average claim amount incurred, case development, duration, severity and payment patterns, as well as subjective assumptions. This analysis includes reviews of case reserves for individual open severe claims in the current and prior years. Management reviews the outcomes from actuarial analyses to confirm the reasonableness of its reserve estimate.

Substantial judgment is required to determine the relevance of our historical experience and industry information under current facts and circumstances. The interpretation of this historical and industry data can be impacted by external forces, principally frequency and severity of unreported claims, length of time to achieve ultimate settlement of claims, utilization, inflation in medical costs and wages, insurance policy coverage interpretations, jury determinations and legislative changes. Accordingly, our reserves may prove to be inadequate to cover our actual losses. If we change our estimates, these changes would be reflected in our results of operations during the period in which the changes occurred, with increases in our reserves resulting in decreases in our earnings. Additional information regarding our reserves for loss and loss adjustment expenses and the actuarial methods and other factors used in establishing these reserves can be found under the caption "Business—Loss Reserves" in Item 1 of this report.

Our gross reserves for loss and loss adjustment expenses at December 31, 2023, 2022 and 2021 were \$674.0 million, \$696.0 million and \$745.3 million, respectively. As a percentage of gross reserves at year end, IBNR represented 17.8% in 2023, 17.1% in 2022 and 16.1% in 2021.

In 2023, we decreased our estimates for prior year loss reserves by \$41.4 million. In 2022, we decreased our estimates for prior year loss reserves by \$40.6 million. In 2021, we decreased our estimates for prior year loss reserves by \$61.9 million.

The workers' compensation insurance industry is cyclical in nature and influenced by many factors, including price competition, medical cost increases, natural and man-made disasters, changes in interest rates, changes in state laws and regulations, and general economic conditions. A hard market in our industry is characterized by decreased competition that results in higher premium rates, more restrictive policy coverage terms, and lower commissions paid to agencies. In contrast, a soft market is characterized by increased competition that results in lower premium rates, expanded policy coverage terms, and higher commissions paid to agencies. Our strategy is to focus on maintaining underwriting profitability throughout the cycle.

For additional information regarding our loss reserves and the analyses and methodologies used by management to establish these reserves, see the information under the caption "Business—Loss Reserves" in Item 1 of this report.



## Principal Revenue and Expense Items

Our revenues consist primarily of the following:

*Net Premiums Earned.* Net premiums earned is the earned portion of our net premiums written. Net premiums written is equal to gross premiums written less premiums ceded to reinsurers. Gross premiums written includes the estimated annual premiums from each insurance policy we write in our voluntary and assigned risk businesses during a reporting period based on the policy effective date or the date the policy is bound, whichever is later.

Premiums are earned on a daily pro rata basis over the term of the policy. At the end of each reporting period, premiums written that are not earned are classified as unearned premiums and are earned in subsequent periods over the remaining term of the policy. Our insurance policies typically have a term of one year. Thus, for a one-year policy written on July 1, 2023 for an employer with constant payroll during the term of the policy, we would earn half of the premiums in 2023 and the other half in 2024. On a monthly basis, we also recognize net premiums earned from mandatory pooling arrangements.

We estimate the annual premiums to be paid by our policyholders when we issue the policies and record those amounts on our balance sheet as premiums receivable. We conduct premium audits on all of our voluntary business policyholders annually, upon the expiration of each policy, including when the policy is renewed. The purpose of these audits is to verify that policyholders have accurately reported their payroll expenses and employee job classifications, and therefore have paid us the premium required under the terms of the policies. The difference between the estimated premium and the ultimate premium is referred to as "earned but unbilled" premium, or EBUB premium. EBUB premium is subject to significant variability and can either increase or decrease earned premium based upon several factors, including changes in premium growth, industry mix and economic conditions. Due to the timing of audits and other adjustments, the ultimate premium earned is generally not determined for several months after the expiration of the policy.

We review the estimate of EBUB premiums on a quarterly basis using historical data and applying various assumptions based on the current market and economic conditions, and we record an adjustment to premium, related losses, and expenses as warranted.

*Net Investment Income and Net Realized Gains and Losses on Investments.* We invest our statutory surplus funds and the funds supporting our insurance liabilities in fixed maturity securities, equity securities and alternative investments. In addition, a portion of these funds are held in cash and cash equivalents to pay current claims. Our net investment income includes interest and dividends earned on our invested assets and amortization of premiums and discounts on our fixed maturity securities. We assess the performance of our investment portfolio using a standard tax equivalent yield metric. Investment income that is tax-exempt is increased by our marginal federal tax rate to express yield on tax-exempt securities on the same basis as taxable securities. Net realized gains and losses on our investments are reported separately from our net investment income. Net realized gains occur when our investment securities are sold for more than their cost or amortized cost, as applicable. Net realized losses occur when our investment securities are sold for less than their cost or amortized cost, as applicable. We classify the majority of our fixed maturity securities as held-to-maturity. The remainder of our fixed maturity securities are classified as available-for-sale. Net unrealized gains or losses on our securities classified as available-for-sale are reported separately within accumulated other comprehensive income (loss) on our balance sheet. Changes in net unrealized gains or losses on our equity securities are recognized in net income.

*Fee and Other Income.* We recognize commission income earned on policies issued by other carriers that are sold by our wholly owned insurance agency subsidiary as the related services are performed. We also recognize a small portion of interest income from mandatory pooling arrangements in which we participate.

Our expenses consist primarily of the following:

*Loss and Loss Adjustment Expenses Incurred.* Loss and loss adjustment expenses incurred represents our largest expense item and, for any given reporting period, includes estimates of future claim payments, changes in those estimates from prior reporting periods and costs associated with investigating, defending, and administering claims. These expenses fluctuate based on the amount and types of risks we insure. We record loss and loss adjustment expenses related to estimates of future claim payments based on case-by-case valuations and statistical analyses. We seek to establish all reserves at the most likely ultimate exposure based on our historical claims experience. It is typical for our more serious claims to take several years to settle and we revise our estimates as we receive additional information about the condition of the injured employees. Our ability to estimate loss and loss adjustment expenses accurately at the time of pricing our insurance policies is a critical factor in our profitability. Additional information regarding our reserves for loss and loss adjustment expenses and the actuarial methods and other factors used in establishing these reserves can be found under the caption "Business—Loss Reserves" in Item 1 of this report.



*Underwriting and Certain Other Operating Costs.* Underwriting and certain other operating costs are those expenses that we incur to underwrite and maintain the insurance policies we issue. These expenses include state and local premium taxes and fees and other operating costs, offset by commissions we receive from reinsurers under our reinsurance treaty programs. We pay state and local taxes, licenses and fees, assessments, and contributions to state workers' compensation security funds based on premiums. In addition, other operating costs include general and administrative expenses, excluding commissions and salaries and benefits, incurred at both the insurance company and corporate level.

*Commissions.* We pay commissions to our subsidiary insurance agency and to the independent agencies that sell our insurance based on premiums collected from policyholders.

*Salaries and Benefits.* We pay salaries and provide benefits to our employees.

*Policyholder Dividends.* In limited circumstances, we pay dividends to policyholders in particular states as an underwriting incentive.

*Income Tax Expense.* We incur federal, state, and local income tax expense.

## **Critical Accounting Policies and Estimates**

Understanding our accounting policies is key to understanding our financial statements. Management considers some of these policies to be very important to the presentation of our financial results because they require us to make significant estimates and assumptions. These estimates and assumptions affect the reported amounts of our assets, liabilities, revenues and expenses and related disclosures. Some of the estimates result from judgments that can be subjective and complex and, consequently, actual results in future periods might differ from these estimates.

Management believes that the most critical accounting policies relate to the reporting of reserves for loss and loss adjustment expenses, including losses that have occurred but have not been reported prior to the reporting date, amounts recoverable from reinsurers, premiums receivable, assessments, deferred policy acquisition costs, deferred income taxes, credit losses on investment securities and share-based compensation.

The following is a description of our critical accounting policies.

*Reserves for Loss and Loss Adjustment Expenses.* We record reserves for estimated losses under insurance policies that we write and for loss adjustment expenses, which include defense and cost containment (DCC) and adjusting and other (AO) expenses, related to the investigation and settlement of policy claims. Our reserves for loss and loss adjustment expenses represent the estimated cost of all reported and unreported loss and loss adjustment expenses incurred and unpaid at any given point in time based on known facts and circumstances.

Our reserves for loss and DCC expenses are estimated using case-by-case valuations based on our estimate of the most likely outcome of the claim at that time. In addition to these case reserves, we establish reserves on an aggregate basis that have been incurred but not reported (IBNR). Our IBNR reserves are also intended to provide for aggregate changes in case incurred amounts as well as for recently reported claims which an initial case reserve has not been established. The third component of our reserves for loss and loss adjustment expenses is our AO reserve. Our AO reserve is established for those future claims administration costs that cannot be allocated directly to individual claims. The final component of our reserves for loss and loss adjustment expenses is the reserve for mandatory pooling arrangements.

In establishing our reserves, we review the results of analyses using actuarial methods that utilize historical loss data from our more than 38 years of underwriting workers' compensation insurance. The actuarial analysis of our historical data provides the factors we use in estimating our loss reserves. These factors are primarily measures over time of the number of claims paid and reported, average paid and incurred claim amounts, claim closure rates and claim payment patterns. In evaluating the results of our analyses, management also uses substantial judgment in considering other factors that are not considered in these actuarial analyses, including changes in business mix, claims management, regulatory issues, medical trends, employment and wage patterns, insurance policy coverage interpretations, judicial determinations and other subjective factors. Due to the inherent uncertainty associated with these estimates, and the cost of incurred but unreported claims, our actual liabilities may vary significantly from our original estimates.



On a quarterly basis, we review our reserves for loss and loss adjustment expenses to determine whether adjustments are required. Any resulting adjustments are included in the results for the current period. In establishing our reserves, we do not use loss discounting, which would involve recognizing the time value of money and offsetting estimates of future payments by future expected investment income. Additional information regarding our reserves for loss and loss adjustment expenses and the actuarial methods and other factors used in establishing these reserves can be found under the caption "Business—Loss Reserves" in Item 1 of this report.

*Amounts Recoverable from Reinsurers.* Amounts recoverable from reinsurers represent the portion of our paid and unpaid loss and loss adjustment expenses that are assumed by reinsurers and related commissions due from reinsurers. These amounts are separately reported on our balance sheet as assets net of an allowance for credit losses and do not reduce our reserves for loss and loss adjustment expenses because reinsurance does not relieve us of liability to our policyholders. We are required to pay claims even if a reinsurer fails to pay us under the terms of a reinsurance contract. We calculate amounts recoverable from reinsurers based on our estimates of the underlying loss and loss adjustment expenses, as well as the terms and conditions of our reinsurance contracts, which could be subject to interpretation. In addition, we bear credit risk with respect to our reinsurers, which can be significant because some of the unpaid loss and loss adjustment expenses for which we have reinsurance coverage remain outstanding for extended periods of time.

*Premiums Receivable.* Premiums receivable represents premium-related balances due from our policyholders based on annual premiums for policies written, including surcharges and deposits and adjustments for premium audits, endorsements, cancellations, cash transactions and charge offs. The balance is shown net of an allowance for credit losses and includes an estimate for EBUB. The EBUB estimate is subject to significant variability and can either increase or decrease premiums receivable and earned premiums based upon several factors, including changes in premium growth, industry mix and economic conditions. EBUB assumptions include historical development factors, current economic outlook and current trends in particular sectors of our business.

*Assessments.* We are subject to various assessments and premium surcharges related to our insurance activities, including assessments and premium surcharges for state guaranty funds and second injury funds. Our accrual is based on historical assessments as well as updated assessment rates. Assessments based on premiums are recorded as an expense as premiums are earned and generally paid one year after the calendar year in which the policies are written. Assessments based on losses are recorded as an expense as losses are incurred and are generally paid within one year of the calendar year in which the claims are paid by us. State guaranty fund assessments are used by state insurance oversight agencies to pay claims of policyholders of impaired, insolvent or failed insurance companies and the operating expenses of those agencies. Second injury funds are used by states to reimburse insurers and employers for claims paid to injured employees for aggravation of prior conditions or injuries. In some states, these assessments and premium surcharges may be partially recovered through a reduction in future premium taxes.

*Deferred Policy Acquisition Costs.* We defer commission expenses, premium taxes and certain marketing, sales, underwriting and safety costs that vary with and primarily relate to the successful acquisition of insurance policies. These acquisition costs are capitalized and charged to expense ratably as premiums are earned. In calculating deferred policy acquisition costs, these costs are limited to their estimated realizable value, which gives effect to the premiums to be earned, anticipated losses and settlement expenses and certain other costs we expect to incur as the premiums are earned, less related net investment income. Judgments as to the ultimate recoverability of these deferred policy acquisition costs are highly dependent upon estimated future profitability of unearned premiums. If the unearned premiums were less than our expected claims and expenses after considering investment income, we would reduce the deferred costs.

*Deferred Income Taxes.* We use the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the future tax consequences attributed to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities resulting from a tax rate change impacts our net income or loss in the reporting period that includes the enactment date of the tax rate change.

In assessing whether our deferred tax assets will be realized, management considers whether it is more likely than not that we will generate future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, tax planning strategies and projected future taxable income in making this assessment. If necessary, we establish a valuation allowance to reduce the deferred tax assets to the amounts that are more likely than not to be realized.



*Credit Losses on Investment Securities.* Investment securities are recorded on the balance sheet as assets net of an allowance for credit losses. For held-to-maturity fixed income securities, the allowance is based on historical default and recovery rates as published by Moody's analytics for corporate bonds, municipal bonds, and other types of fixed income securities. For available-for-sale fixed income securities, a credit allowance is established if the expected discounted future cash flows no longer exceed the book value of the security. In determining the amount of the credit loss to establish, the Company considers the following factors:

- The extent to which the fair value is less than the amortized cost basis;
- Adverse conditions in the security, industry, or geography, including:
  - Changes in technology
  - Discontinuation of a segment of business that may affect future earnings
  - Changes in the quality of the credit enhancement, if any
- Changes in the payment structure of debt security;
- Failure of the issuer to make scheduled interest or principal payments; and
- Any changes to the rating of the security by a rating agency.

*Share-Based Compensation.* In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, *Compensation-Stock Compensation*, we recognize compensation costs for restricted stock, performance-based stock and stock option awards over the applicable vesting periods.



## Results of Operations

The table below summarizes certain operating results and key measures we use in monitoring and evaluating our operations.

	2023	Year Ended December 31,	
		2022	2021
		(in thousands)	
Income Statement Data			
Gross premiums written	\$ 285,355	\$ 276,110	\$ 278,294
Ceded premiums written	(16,621)	(10,527)	(10,469)
Net premiums written	\$ 268,734	\$ 265,583	\$ 267,825
Net premiums earned	\$ 267,125	\$ 271,698	\$ 275,993
Net investment income	31,339	27,223	25,435
Net realized gains on investments	6,579	3,440	1,695
Net unrealized gains (losses) on equity securities	1,228	(8,092)	12,315
Fee and other income	582	468	496
Total revenues	306,853	294,737	315,934
Loss and loss adjustment expenses incurred	148,263	152,316	160,798
Underwriting and certain other operating costs (1)	27,508	24,039	24,813
Commissions	23,446	21,483	21,284
Salaries and benefits	27,359	26,510	25,954
Policyholder dividends	2,957	2,699	3,715
Provision for investment related credit loss expense (benefit)	(57)	44	(79)
Total expenses	229,476	227,091	236,485
Income before taxes	77,377	67,646	79,449
Income tax expense	15,269	12,044	13,693
Net income	\$ 62,108	\$ 55,602	\$ 65,756
Selected Insurance Ratios			
Current accident year loss ratio (2)	71.0%	71.0%	80.7%
Prior accident year loss ratio (3)	(15.5)%	(14.9)%	(22.4)%
Net loss ratio	55.5%	56.1%	58.3%
Net underwriting expense ratio (4)	29.3%	26.5%	26.1%
Net dividend ratio (5)	1.1%	1.0%	1.3%
Net combined ratio (6)	85.9%	83.6%	85.7%

	2023	As of December 31, 2022 (in thousands)		2021
Balance Sheet Data				
Cash and cash equivalents	\$ 38,682	\$ 61,469	\$ 70,722	
Investments	857,786	888,987	1,012,571	
Amounts recoverable from reinsurers	129,963	125,677	120,561	
Premiums receivable, net	132,861	121,713	135,100	
Deferred income taxes	20,403	22,794	14,384	
Deferred policy acquisition costs	17,975	17,401	17,059	
Total assets	1,229,162	1,269,279	1,402,724	
Reserves for loss and loss adjustment expenses	673,994	696,037	745,278	
Unearned premiums	116,585	114,976	121,092	
Insurance-related assessments	16,896	17,653	16,850	
Shareholders' equity	292,451	317,432	399,323	

(1) Includes policy acquisition expenses, and other general and administrative expenses, excluding commissions and salaries and benefits, related to insurance operations and corporate operating expenses.



- (2) The current accident year loss ratio is calculated by dividing loss and loss adjustment expenses incurred for the current accident year by the current year's net premiums earned.
- (3) The prior accident year loss ratio is calculated by dividing the change in loss and loss adjustment expenses incurred for prior accident years by the current year's net premiums earned.
- (4) The net underwriting expense ratio is calculated by dividing underwriting and certain other operating costs, commissions and salaries, and benefits by the current year's net premiums earned.
- (5) The net dividend ratio is calculated by dividing policyholder dividends by the current year's net premiums earned.
- (6) The net combined ratio is the sum of the net loss ratio, the net underwriting expense ratio and the net dividend ratio.

## Overview of Operating Results

### Year Ended December 31, 2023 Compared to Year Ended December 31, 2022

**Gross Premiums Written.** Gross premiums written for 2023 were \$285.4 million, compared to \$276.1 million for 2022, an increase of 3.3%. The increase was attributable to a \$10.1 million increase in premiums resulting from payroll audits and related premium adjustments for policies written in previous periods, and a \$0.8 million increase in annual premiums on voluntary policies written during the period. The increases were partially offset by a \$1.6 million decrease in residual market premium.

**Net Premiums Written.** Net premiums written for 2023 were \$268.7 million, compared to \$265.6 million for 2022, an increase of 1.2%. The increase was primarily attributable to the increase in gross premiums written. As a percentage of gross premiums earned, ceded premiums were 5.9% for 2023 compared to 3.7% for 2022. Ceded premiums increased as we purchased higher levels of reinsurance coverage at generally higher prices in 2023. For additional information, see Item 1, "Business—Reinsurance."

**Net Premiums Earned.** Net premiums earned for 2023 were \$267.1 million, compared to \$271.7 million for 2022, a decrease of 1.7%. The decrease was primarily attributable to the increase in the cost of reinsurance.

**Net Investment Income.** Net investment income in 2023 was \$31.3 million, an increase of 15.1% from the \$27.2 million reported in 2022. The increase was due to higher fixed income reinvestment rates in relation to portfolio rolloff. The average pre-tax investment yield on our investment portfolio was 3.4% per annum for 2023 versus 2.7% per annum for 2022. The year-end tax-equivalent yield on our investment portfolio was 3.7% per annum for 2023, compared to 3.4% per annum for 2022. The tax-equivalent yield is calculated using the effective interest rate and the appropriate marginal tax rate. Average invested assets, including cash and cash equivalents, decreased 9.1%, from an average of \$1,051.2 million for 2022 to an average of \$955.8 million for 2023.

**Net Realized Gains (Losses) on Investments.** Net realized gains on investments in 2023 totaled \$6.6 million, compared to gains of \$3.4 million in 2022. In 2023 and 2022, net realized gains resulted primarily from the sale of equity securities.

**Net Unrealized Gains (Losses) on Equity Securities.** Net unrealized gains on equity securities in 2023 were \$1.2 million compared to net unrealized losses of \$8.1 million in 2022.

**Loss and Loss Adjustment Expenses Incurred.** Loss and LAE incurred totaled \$148.3 million for 2023, compared to \$152.3 million for 2022, a decrease of \$4.1 million, or 2.7%. The current accident year losses and LAE incurred were \$189.7 million, or 71.0% of net premiums earned, compared to \$192.9 million, or 71.0% of net premiums earned for 2022. We recorded favorable prior accident year development of \$41.4 million in 2023, compared to \$40.6 million in 2022. This is discussed in more detail below in "Prior Year Development." Our net loss ratio was 55.5% for 2023 and 56.1% for 2022.

**Underwriting and Certain Other Operating Costs, Commissions and Salaries and Benefits.** Underwriting and certain other operating costs, commissions and salaries and benefits for 2023 were \$78.3 million, compared to \$72.0 million for 2022. The Company experienced a \$4.1 million increase in insurance related assessments, a \$2.0 million increase in commission expense, a \$1.5 million increase in professional fees, and a \$0.8 million increase in compensation expense. The increase in insurance related assessments included a benefit of \$3.8 million in 2022 due to the return of assessments from the Minnesota Workers' Compensation Reinsurance Association. Offsetting these amounts were a \$1.6 million increase in profit sharing reinsurance commission, a decrease of \$0.8 million in accounts receivable write-offs, a \$0.6 million decrease in taxes, licenses and fees, and an increase of \$0.5 million in ceding commission related to our current year reinsurance agreement. Our underwriting expense ratio increased to 29.3% in 2023 from 26.5% in 2022.

**Income tax expense.** Income tax expense for 2023 was \$15.3 million, compared to \$12.0 million for 2022. The effective tax rate increased to 19.7% for 2023, compared to 17.8% for 2022. The increase in the effective tax rate is due to a lower proportion of tax-exempt income to underwriting income in 2023 relative to 2022.



## Year Ended December 31, 2022 Compared to Year Ended December 31, 2021

*Gross Premiums Written.* Gross premiums written for 2022 were \$276.1 million, compared to \$278.3 million for 2021, a decrease of 0.8%. The decrease was attributable to a \$16.0 million decrease in annual premiums on voluntary policies written during the period primarily driven by continued declines in state approved loss costs. Assumed premium from mandatory pooling arrangements decreased \$1.7 million. The decreases were partially offset by a \$15.2 million increase in premiums resulting from payroll audits and related premium adjustments for policies written in previous quarters.

*Net Premiums Written.* Net premiums written for 2022 were \$265.6 million, compared to \$267.8 million for 2021, a decrease of 0.8%. The decrease was primarily attributable to the decrease in gross premiums written. As a percentage of gross premiums earned, ceded premiums were 3.7% for 2022 and 2021, respectively. For additional information, see Item 1, "Business—Reinsurance."

*Net Premiums Earned.* Net premiums earned for 2022 were \$271.7 million, compared to \$276.0 million for 2021, a decrease of 1.6%. The decrease was attributable to the decrease in net premiums written during the period.

*Net Investment Income.* Net investment income in 2022 was \$27.2 million, an increase of 7.0% from the \$25.4 million reported in 2021. The increase was due to higher interest rates on cash and fixed income securities in 2022 compared with 2021. The average pre-tax investment yield on our investment portfolio was 2.7% per annum for 2022 versus 2.3% per annum for 2021. The year-end tax-equivalent yield on our investment portfolio was 3.4% per annum for 2022, compared to 2.7% per annum for 2021. The tax-equivalent yield is calculated using the effective interest rate and the appropriate marginal tax rate. Average invested assets, including cash and cash equivalents, decreased 8.7%, from an average of \$1,151.8 million for 2021 to an average of \$1,051.2 million for 2022.

*Net Realized Gains (Losses) on Investments.* Net realized gains on investments in 2022 totaled \$3.4 million, compared to gains of \$1.7 million in 2021. In 2022, net realized gains resulted primarily from the sale of equity securities. In 2021, net realized gains of \$1.7 million resulted from the sale of fixed maturity securities classified as available-for-sale.

*Net Unrealized Gains (Losses) on Equity Securities.* Net unrealized losses on equity securities in 2022 were \$8.1 million compared to net unrealized gains of \$12.3 million in 2021 due to declines in the equity markets.

*Loss and Loss Adjustment Expenses Incurred.* Loss and LAE incurred totaled \$152.3 million for 2022, compared to \$160.8 million for 2021, a decrease of \$8.5 million, or 5.3%. The current accident year losses and LAE incurred were \$192.9 million, or 71.0% of net premiums earned, compared to \$222.7 million, or 80.7% of net premiums earned for 2021. We recorded favorable prior accident year development of \$40.6 million in 2022, compared to \$61.9 million in 2021. This is discussed in more detail below in "Prior Year Development." Our net loss ratio was 56.1% for 2022 and 58.3% for 2021.

*Underwriting and Certain Other Operating Costs, Commissions and Salaries and Benefits.* Underwriting and certain other operating costs, commissions and salaries and benefits for 2022 were \$72.0 million, compared to \$72.1 million for 2021. The Company experienced a \$1.7 million decrease in insurance related assessments and a \$1.4 million decrease in accounts receivable write-offs mostly on assumed premium from mandatory pooling arrangements. The decrease in insurance related assessments included a benefit of \$3.8 million in 2022 due to the return of assessments from the Minnesota Workers' Compensation Reinsurance Association. Offsetting these amounts were a \$0.9 million decrease in profit sharing reinsurance commission, an increase of \$0.6 million in systems cost, and an increase of \$0.6 million in compensation expense. Our underwriting expense ratio increased to 26.5% in 2022 from 26.1% in 2021.

*Income Tax Expense.* Income tax expense for 2022 was \$12.0 million, compared to \$13.7 million for 2021. The effective tax rate increased to 17.8% for 2022, compared to 17.2% for 2021. The increase in the effective tax rate is due to a lower proportion of tax-exempt income to underwriting income in 2022 relative to 2021.



## Prior Year Development

The Company recorded favorable prior accident year loss and loss adjustment expense development of \$41.4 million in calendar year 2023, \$40.6 million in calendar year 2022 and \$61.9 million in calendar year 2021. The table below sets forth the favorable development for accident years 2018 through 2022 and, collectively, all accident years prior to 2018.

	Favorable/(Unfavorable) Development for Year Ended December 31,		
	2023	2022 (in millions)	2021
2022	\$ —	\$ —	\$ —
2021	7.5	—	—
2020	7.5	6.2	—
2019	8.0	13.1	14.1
2018	3.5	8.9	18.3
Prior to 2018	14.9	12.4	29.5
Total net development	<u>\$ 41.4</u>	<u>\$ 40.6</u>	<u>\$ 61.9</u>

The table below sets forth the number of open claims as of December 31, 2023, 2022 and 2021, and the numbers of claims reported and closed during the years then ended.

	Twelve Months Ended December 31,		
	2023	2022	2021
Open claims at beginning of period	4,275	4,594	4,758
Claims reported	3,948	4,104	4,310
Claims closed	(4,220)	(4,423)	(4,474)
Open claims at end of period	<u>4,003</u>	<u>4,275</u>	<u>4,594</u>

At December 31, 2023, our incurred amounts for certain accident years developed more favorably than management previously expected. Multiple factors can cause loss development both unfavorable and favorable. The favorable loss development we experienced across accident years was largely due to two factors: (1) lower than expected severity of injuries in these accident years compared to our original and revised estimates; and (2) favorable case reserve development from closed claims and claims where the worker had reached maximum medical improvement. We believe the favorable case reserve development resulted primarily from an intensive claims management focus with the Company actively seeking to settle claims, leading to favorable development.

The assumptions we used in establishing our reserves for these accident years were based on our historical claims data. However, as of December 31, 2023, actual results for these accident years have been better than our assumptions would have predicted. We do not presently intend to modify our assumptions for establishing reserves in light of recent results. However, if actual results for current and future accident years are consistent with, or different than, our results in these recent accident years, our historical claims data will reflect this change and, over time, will impact the reserves we establish for future claims.

Our reserves for loss and loss adjustment expenses are inherently uncertain and our focus on providing workers' compensation insurance to employers engaged in hazardous industries results in our receiving relatively fewer but more severe claims than many other workers' compensation insurance companies. As a result of this focus on higher severity, lower frequency business, our reserve for loss and loss adjustment expenses may have greater volatility than other workers' compensation insurance companies. Additional information regarding our reserves for loss and loss adjustment expenses and the actuarial methods and other factors used in establishing these reserves can be found under the caption "Business—Loss Reserves" in Item 1 of this report.

## Liquidity and Capital Resources

Our principal sources of operating funds are premiums, investment income, and proceeds from maturities of investments. Our primary uses of operating funds include payments for claims and operating expenses. We pay claims, operating expenses, shareholder dividends and repurchases using cash flow from operations and invest our excess cash in fixed maturity and equity securities. We expect that our projected cash flow from operations will provide us sufficient liquidity to fund future operations, including payment of claims and operating expenses and other holding company expenses, for at least the next 18 months.

We forecast claim payments based on our historical trends. We seek to manage the funding of claim payments by actively managing available cash and forecasting cash flows on a short- and long-term basis. Cash payments, net of reinsurance, for claims were \$177.5 million in 2023, \$194.8 million in 2022 and \$189.6 million in 2021. We fund claim payments out of cash flow from



operations, principally premiums, net of amounts ceded to our reinsurers, and net investment income. Our investment portfolio at December 31, 2023 was \$896.5 million.

As discussed above under "Overview," we purchase reinsurance to reduce our net liability on individual risks and to protect against catastrophic losses. Based on our estimates of future claims, we believe we are sufficiently capitalized to satisfy the deductibles and retentions in our 2024 reinsurance program. We reevaluate our reinsurance program at least annually, taking into consideration a number of factors, including cost of reinsurance, our liquidity requirements, operating leverage and coverage terms.

Even if we maintain our existing retention levels, if the cost of reinsurance increases, our cash flow from operations would decrease as we would cede a greater portion of our written premiums to our reinsurers. Conversely, our cash flow from operations would increase if the cost of reinsurance declined relative to our retention.

We manage risk on certain long-duration claims by settling these claims through the purchase of annuities from unaffiliated life insurance companies. In the event these companies are unable to meet their obligations under these annuity contracts, we could be liable to the claimants, but our reinsurers remain obligated to indemnify us for all or part of these obligations in accordance with the terms of our reinsurance contracts. As of December 31, 2023, the present value of these annuities was \$106.9 million, as estimated by our annuity providers. Substantially all of the annuities are issued or guaranteed by life insurance companies that have an A.M. Best rating of "A" (Excellent) or better. For additional information, see Note 16 to our consolidated financial statements in Item 8 of this report.

The Company has operating and finance leases for office space and equipment. Our leases have remaining lease terms of one month to 47 months, some of which include options to extend the leases for up to five years. The Company, in determining the present value of lease payments, utilizes either the rate implicit in the lease if that rate is readily determinable or the Company's incremental secured borrowing rate commensurate with the term of the underlying lease.

Net cash provided by operating activities was \$29.8 million in 2023, as compared to \$28.2 million in 2022, and \$38.0 million in 2021. Major components of cash provided by operating activities in 2023 were net premiums collected of \$261.0 million, investment income collected of \$34.5 million, and reinsurance recoveries collected of \$16.0 million. These amounts were offset in-part by claim payments of \$172.9 million, \$73.9 million of operating expenditures, federal taxes paid of \$14.0 million, and dividends to policyholders paid of \$3.5 million.

Major components of cash provided by operating activities in 2022 were net premiums collected of \$278.9 million and investment income collected of \$33.6 million. These amounts were offset in-part by claim payments of \$206.3 million, \$64.6 million of operating expenditures, federal taxes paid of \$7.8 million, and dividends to policyholders paid of \$3.4 million.

Major components of cash provided by operating activities in 2021 were net premiums collected of \$290.2 million and investment income collected of \$35.5 million. These amounts were offset in-part by claim payments of \$189.6 million, \$74.2 million of operating expenditures, federal taxes paid of \$18.2 million, and dividends to policyholders paid of \$3.9 million.

Net cash provided by investing activities was \$43.9 million in 2023, as compared to net cash provided by investing activities of \$75.4 million in 2022 and net cash provided by investing activities of \$71.0 million in 2021. In 2023, major components of net cash provided by investing activities included proceeds from sales and maturities of investments of \$178.1 million, offset by investment purchases of \$133.7 million.

In 2022, major components of net cash provided by investing activities included proceeds from sales and maturities of investments of \$293.0 million, offset by investment purchases of \$215.5 million.

In 2021, major components of net cash provided by investing activities included proceeds from sales and maturities of investments of \$343.4 million, offset by investment purchases of \$271.2 million.

Net cash used in financing activities was \$96.5 million in 2023, as compared to \$112.9 million in 2022 and \$100.0 million in 2021. Major components of cash used in financing activities in 2023 included cash used for dividends paid to shareholders of \$93.3 million, purchases of treasury stock of \$2.2 million, and share-based compensation related tax withholding of \$0.9 million.

Major components of cash used in financing activities in 2022 included cash used for dividends paid to shareholders of \$100.4 million and purchases of treasury stock of \$12.4 million.



Major components of cash used in financing activities in 2021 included cash used for dividends paid to shareholders of \$99.9 million.

In December 2023, the Company renewed a line of credit agreement with Frost Bank for borrowings up to a maximum of \$20.0 million. Under the agreement, advances may be made either in the form of loans or letters of credit. Borrowings under the agreement accrue at interest rates based upon prime rate or one-month term SOFR rate and are unsecured. At December 31, 2023, there were no outstanding borrowings. Unless renewed, the agreement will expire in December 2024.

The Board of Directors initially authorized the Company's share repurchase program in February 2010. In October 2016, the Board reauthorized this program with a limit of \$25.0 million with no expiration date. As of December 31, 2023, we had repurchased a total of 1,569,440 shares of our outstanding common stock for \$36.9 million. The Company had \$10.4 million available for future purchases at December 31, 2023 under this program. There were 46,741 and 264,449 shares repurchased in 2023 and 2022, respectively. The purchases may be effected from time to time depending upon market conditions and subject to applicable regulatory considerations. It is anticipated that future purchases will be funded from available capital.

AMERISAFE is a holding company that transacts business through its operating subsidiaries, including AIIC, SOCI and AIICTX. AMERISAFE's primary assets are the capital stock of these insurance subsidiaries. The ability of AMERISAFE to fund its operations depends upon the surplus and earnings of its subsidiaries and their ability to pay dividends to AMERISAFE. Payment of dividends by our insurance subsidiaries is restricted by state insurance laws, including laws establishing minimum solvency and liquidity thresholds. Based upon the prescribed calculation, the insurance subsidiaries could pay to AMERISAFE dividends of up to \$52.6 million in 2024 without seeking regulatory approval. See "Business—Regulation—Dividend Limitations" in Item 1 of this report.

The Company paid regular quarterly cash dividends of \$0.34, \$0.31, and \$0.29 per share in 2023, 2022 and 2021, respectively. In addition, the Company paid extraordinary cash dividends of \$3.50 in 2023 and \$4.00 per share in both 2022 and 2021.

On February 19, 2024, the Company declared a regular quarterly cash dividend of \$0.37 per share payable on March 22, 2024 to shareholders of record as of March 8, 2024. The Board intends to continue to consider the payment of a regular cash dividend each calendar quarter. On an annualized basis, the cash dividend is expected to be \$1.48 per share in 2024.

### Investment Portfolio

The principal objectives of our investment portfolio are to preserve capital and surplus and to maintain appropriate liquidity for corporate requirements. Additional objectives are to support our A.M. Best rating of "A" (Excellent) and to maximize after-tax income and risk-adjusted total return. We presently expect to maintain sufficient liquidity from funds generated by operations to meet our anticipated insurance obligations and operating and capital expenditure needs. Excess funds from operations will be invested in accordance with our investment policy and statutory requirements.

We allocate our portfolio into four categories: cash and cash equivalents, short-term investments, fixed maturity securities and equity securities. Cash and cash equivalents include cash on deposit, money market funds and municipal securities, corporate securities and certificates of deposit with a maturity date, at the time of purchase, of 90 days or less. Short-term investments include municipal securities, corporate securities and certificates of deposit with an original maturity greater than 90 days but less than one year. Our fixed maturity securities include obligations of the U.S. Treasury or U.S. agencies, obligations of states and their subdivisions, U.S. Dollar-denominated obligations of the U.S. or Canadian corporations, U.S. agency mortgage-backed securities, commercial mortgage-backed securities and asset-backed securities.

Under Nebraska and Texas law, as applicable, each of AIIC, SOCI and AIICTX is required to invest only in securities that are either interest-bearing, interest-accruing or eligible for dividends, and must limit its investment in the securities of any single issuer, other than direct obligations of the United States, to five percent of the insurance company's assets. As of December 31, 2023, we were in compliance with these requirements.

We employ diversification policies and balance investment credit risk and related underwriting risks to minimize our total potential exposure to any one business sector or security.

As of December 31, 2023, our investment portfolio, including cash and cash equivalents, totaled \$896.5 million, a decrease of 5.7% from December 31, 2022. The majority of our fixed maturity securities are classified as held-to-maturity, as defined by FASB ASC Topic 320, *Investments-Debt and Equity Securities*. As such, the reported book value of those securities is equal to their amortized cost net of allowance for credit losses and does not fluctuate based on changing interest rates. The remainder of our fixed maturity securities are classified as available-for-sale and reported at fair market value, less an allowance for credit losses, if any. Investments in equity securities are reported at fair market value.



We follow FASB ASC Topic 820, *Fair Value Measurements and Disclosures*, which defines fair value, establishes a fair value hierarchy and requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. As disclosed in Note 18 of the financial statements, our securities available-for-sale are classified using Level 1, 2 and 3 inputs. We did not elect the fair value option prescribed under FASB ASC Topic 825, *Financial Instruments*, for any financial assets in 2022 or 2023.

The composition of our investment portfolio, including cash and cash equivalents, as of December 31, 2023 is shown in the following table.

	Carrying Value (in thousands)	Percentage of Portfolio	Effective Interest Rate
Fixed maturity securities—held-to-maturity:			
State and political subdivisions	\$ 416,878	46.5 %	2.4 %
Corporate bonds	52,179	5.9 %	0.6 %
U.S. agency-based mortgage-backed securities	3,297	0.4 %	1.7 %
U.S. Treasury securities and obligations of U.S. Government agencies	11,186	1.2 %	0.9 %
Asset-backed securities	35	0.0 %	6.7 %
Total fixed maturity securities—held-to-maturity	483,575	54.0 %	1.6 %
Fixed maturity securities—available-for-sale:			
State and political subdivisions	131,895	14.7 %	0.7 %
Corporate bonds	166,753	18.6 %	3.6 %
U.S. agency-based mortgage-backed securities	4,745	0.5 %	1.7 %
U.S. Treasury securities and obligations of U.S. Government agencies	13,671	1.5 %	0.9 %
Total fixed maturity securities—available-for-sale	317,064	35.3 %	1.4 %
Equity securities	57,147	6.4 %	2.1 %
Cash and cash equivalents	38,682	4.3 %	5.1 %
Total Investments, including cash and cash equivalents	<u>\$ 896,468</u>	<u>100.0 %</u>	3.4 %

The following table summarizes the gross unrealized losses and fair value of fixed income securities by the length of time that individual securities have been in a continuous unrealized loss position.

	Less Than Twelve Months		Twelve Months or Longer	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
	(in thousands)			
December 31, 2023:				
Fixed maturity securities—available-for-sale	\$ 40,293	\$ (207)	\$ 184,313	\$ (11,588)
December 31, 2022:				
Fixed maturity securities—available-for-sale	196,433	(10,625)	63,424	(7,849)

The pre-tax investment yield on our investment portfolio was 3.4% and 2.7% per annum during the twelve months ended December 31, 2023 and 2022, respectively.

#### Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Market risk is the risk of potential economic loss principally arising from adverse changes in the fair value of financial instruments. The major components of market risk affecting us are credit risk, interest rate risk, and equity price risk. We currently have no exposure to foreign currency risk.

##### Credit Risk

Credit risk is the potential loss arising principally from adverse changes in the financial condition of the issuers of our fixed maturity securities and the financial condition of our reinsurers.

We address the credit risk related to the issuers of our fixed maturity securities by primarily investing in fixed maturity securities that are rated as investment grade by one or more of Moody's, Standard & Poor's or Fitch. We also independently monitor



the financial condition of all issuers of our fixed maturity securities. To limit our risk exposure, we employ diversification policies that limit our credit exposure to any single issuer or business sector.

We are also subject to credit risk with respect to our reinsurers. Although our reinsurers are obligated to reimburse us to the extent we cede risk to them, we are ultimately liable to our policyholders on all risks we have reinsured. As a result, reinsurance contracts do not limit our ultimate obligations to pay claims and, in some cases, we might not be able to collect amounts recoverable from our reinsurers. We address this credit risk by initially selecting reinsurers with an A.M. Best rating of "A-" (Excellent) or better and by performing, along with our reinsurance broker, periodic credit reviews of our reinsurers. If one of our reinsurers suffers a credit downgrade, we may consider various options to lessen the risk of asset impairment, including commutation, novation or letters of credit. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" in Item 7 of this report.

### Interest Rate Risk

Interest rate risk is the risk that we may incur losses due to adverse changes in interest rates. As of December 31, 2023, we had fixed maturity securities with a fair value of \$790.2 million and a carrying value of \$800.6 million. These securities are all subject to interest rate risk, but because we classify the majority of our fixed maturity securities as held-to-maturity, changes in interest rates have a smaller effect on the carrying value of our portfolio. We manage our exposure to interest rate risk by investing in a portfolio of securities with moderate effective duration. At December 31, 2023, the effective duration of the total investment portfolio, including cash and short-term investments, was 4.2 years.

The table below summarizes the interest rate risk associated with our fixed maturity securities by illustrating the sensitivity of the fair value and carrying value of our fixed maturity securities as of December 31, 2023 to selected hypothetical changes in interest rates, and the associated impact on our shareholders' equity. The change in carrying value is less than the change in fair value due to our held-to-maturity portfolio.

Hypothetical Change in Interest Rates	Fair Value	Estimated Change in Fair Value	Carrying Value	Estimated Change in Carrying Value	Hypothetical Percentage Increase (Decrease) in Shareholders' Equity
200 basis point increase	\$ 713,431	\$ (76,725)	\$ 770,453	\$ (30,187)	(10.2)%
100 basis point increase	752,950	(37,206)	786,012	(14,627)	(5.0)%
No change	790,156	—	800,640	—	0.0%
100 basis point decrease	823,626	33,469	814,174	13,534	4.6%
200 basis point decrease	854,846	64,690	827,611	26,972	9.1%

### Equity Price Risk

Equity price risk is the risk that we may incur losses due to adverse changes in the market prices of the equity securities we hold in our investment portfolio. Equity securities are carried at fair value with unrealized gains and losses recorded within net income. Accordingly, adverse changes in the market prices of our equity securities result in a decrease in the value of our total assets, shareholders' equity, and net income. In order to minimize our exposure to equity price risk, we independently monitor the financial condition of our equity securities and diversify our investments. In addition, we limit the percentage of equity securities held in our investment portfolio to the lesser of 10% of the investment portfolio or 30% of shareholders' equity. As of December 31, 2023, the equity securities in our investment portfolio had a fair value of \$57.1 million, representing 6.4% of our investment portfolio and less than 19.5% of shareholders' equity on that date.



**Item 8. Financial Statements and Supplementary Data.**

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<b>Audited Financial Statements as of December 31, 2023 and 2022 and for the three years in the period ended December 31, 2023:</b>	
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## **Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of

AMERISAFE, Inc. and subsidiaries

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of AMERISAFE, Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedules listed in the Index at Item 15 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 23, 2024 expressed an unqualified opinion thereon.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### **Critical Audit Matter**

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosures to which it relates.



### **Valuation of Loss and Loss Adjustment Expense reserves**

*Description of the Matter*

At December 31, 2023, the Company's reserves for loss and loss adjustment expenses (LAE) was \$673 million, which includes Incurred But Not Reported (IBNR) reserves of \$119 million. As discussed in Notes 1 and 9 to the consolidated financial statements, the reserve for loss and LAE represents the estimated ultimate costs of all reported and unreported losses incurred and unpaid as of the reporting date. There is significant uncertainty inherent in determining the ultimate loss and LAE costs which are estimated using individual case-base valuations and statistical and actuarial analysis based upon experience for previously unreported claims and their ultimate loss and LAE costs. In particular, the estimates are sensitive to loss severity and frequency trends, changes in customers, claims management, regulatory factors, medical trends, employment and wage patterns, insurance policy coverage interpretations, and judicial determinations, among other factors.

Auditing management's IBNR reserve estimate required the involvement of our actuarial specialists and was complex and highly judgmental due to the nature of significant assumptions used in the valuation process. The IBNR reserve estimate was sensitive to the selection of actuarial methods and assumptions, including the adjustment of historical loss severity experience for changes in policies and customer base.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's process for estimating loss and LAE reserves, including, among others controls over the review and approval processes that the Company has in place for the methods and assumptions used in estimating IBNR reserves.

To test the recorded IBNR reserves, with the assistance of our actuarial specialists, we evaluated the Company's selection of methods and assumptions, including loss severity, against those used in prior periods and used in the industry for similar types of insurance. We also considered changes to employment and wage patterns and the Company's customers and claims management. We involved our actuarial specialist to independently calculated a range of reasonable loss and LAE reserve estimates and compared this range to the Company's recorded loss and LAE reserve. We also performed a review of the development of prior years' reserve estimates.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1993.

New Orleans, LA

February 23, 2024



**AMERISAFE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share data)

	December 31,	
	2023	2022
<b>Assets</b>		
Investments:		
Fixed maturity securities—held-to-maturity, at amortized cost net of allowance for credit losses of \$182 and \$239 in 2023 and 2022, respectively, (fair value \$473,092 and \$468,144 in 2023 and 2022, respectively)	\$ 483,575	\$ 491,688
Fixed maturity securities—available-for-sale, at fair value (amortized cost \$326,171, allowance for credit losses of \$0 in 2023 and amortized cost \$338,593, allowance for credit losses of \$0 in 2022)	317,064	321,121
Equity securities, at fair value (cost \$44,046 and \$50,185 in 2023 and 2022, respectively)	57,147	62,058
Short-term investments	—	14,120
<b>Total investments</b>	<b>857,786</b>	<b>888,987</b>
Cash and cash equivalents	38,682	61,469
Amounts recoverable from reinsurers (net of allowance for credit losses of \$360 and \$372 in 2023 and 2022, respectively)	129,963	125,677
Premiums receivable (net of allowance for credit losses of \$4,674 and \$4,852 in 2023 and 2022, respectively)	132,861	121,713
Deferred income taxes	20,403	22,794
Accrued interest receivable	8,274	8,428
Property and equipment, net	6,349	7,225
Deferred policy acquisition costs	17,975	17,401
Federal income tax recoverable	1,781	1,453
Other assets	15,088	14,132
<b>Total assets</b>	<b>\$ 1,229,162</b>	<b>\$ 1,269,279</b>
<b>Liabilities and shareholders' equity</b>		
Liabilities:		
Reserves for loss and loss adjustment expenses	\$ 673,994	\$ 696,037
Unearned premiums	116,585	114,976
Amounts held for others	53,694	48,811
Policyholder deposits	34,522	36,312
Insurance-related assessments	16,896	17,653
Accounts payable and other liabilities	41,020	38,058
<b>Total liabilities</b>	<b>936,711</b>	<b>951,847</b>
Shareholders' equity:		
Common stock: voting—\$0.01 par value authorized shares—50,000,000 in 2023 and 2022; 20,704,448 and 20,678,572 shares issued; and 19,135,008 and 19,155,873 shares outstanding in 2023 and 2022, respectively	207	207
Additional paid-in capital	222,078	220,299
Treasury stock, at cost (1,569,440 and 1,522,699 shares in 2023 and 2022, respectively)	(36,929)	(34,758)
Accumulated earnings	114,289	145,512
Accumulated other comprehensive loss, net	(7,194)	(13,828)
<b>Total shareholders' equity</b>	<b>292,451</b>	<b>317,432</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 1,229,162</b>	<b>\$ 1,269,279</b>

See accompanying notes.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(in thousands, except share data)

	2023	Year Ended December 31, 2022	2021
<b>Revenues</b>			
Net premiums earned	\$ 267,125	\$ 271,698	\$ 275,993
Net investment income	31,339	27,223	25,435
Net realized gains on investments	6,579	3,440	1,695
Net unrealized gains (losses) on equity securities	1,228	(8,092)	12,315
Fee and other income	582	468	496
Total revenues	306,853	294,737	315,934
<b>Expenses</b>			
Loss and loss adjustment expenses incurred	148,263	152,316	160,798
Underwriting and certain other operating costs	27,508	24,039	24,813
Commissions	23,446	21,483	21,284
Salaries and benefits	27,359	26,510	25,954
Policyholder dividends	2,957	2,699	3,715
Provision for investment related credit loss expense (benefit)	(57)	44	(79)
Total expenses	229,476	227,091	236,485
Income before income taxes	77,377	67,646	79,449
Income tax expense	15,269	12,044	13,693
Net income	<u>\$ 62,108</u>	<u>\$ 55,602</u>	<u>\$ 65,756</u>
<b>Earnings per share</b>			
Basic	<u>\$ 3.24</u>	<u>\$ 2.89</u>	<u>\$ 3.40</u>
Diluted	<u>\$ 3.23</u>	<u>\$ 2.88</u>	<u>\$ 3.39</u>
<b>Shares used in computing earnings per share</b>			
Basic	<u>19,149,080</u>	<u>19,233,241</u>	<u>19,332,391</u>
Diluted	<u>19,226,021</u>	<u>19,321,717</u>	<u>19,408,619</u>
Extraordinary cash dividends declared per common share	<u>\$ 3.50</u>	<u>\$ 4.00</u>	<u>\$ 4.00</u>
Cash dividends declared per common share	<u>\$ 1.36</u>	<u>\$ 1.24</u>	<u>\$ 1.16</u>

See accompanying notes.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in thousands)

	Year Ended December 31,		
	2023	2022	2021
Net income	\$ 62,108	\$ 55,602	\$ 65,756
Other comprehensive income:			
Unrealized gain (loss) on debt securities, net of tax	6,634	(27,365)	(7,482)
Comprehensive income	<u>\$ 68,742</u>	<u>\$ 28,237</u>	<u>\$ 58,274</u>

See accompanying notes.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
(in thousands, except share data)

	Common Stock			Treasury Stock		Accumulated Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Additional Paid-In Capital	Shares	Amounts			
Balance at December 31, 2020	20,589,309	\$ 206	\$ 215,316	(1,258,250)	\$ (22,370)	\$ 224,645	\$ 21,019	438,816
Comprehensive income:								
Net income	—	—	—	—	—	65,756	—	65,756
Other comprehensive income:								
Change in unrealized gains on debt securities, net of tax	—	—	—	—	—	—	(7,482)	(7,482)
Comprehensive income	—	—	—	—	—	—	—	58,274
Common stock issued	32,995	—	1,563	—	—	—	—	1,563
Share-based compensation	—	—	579	—	—	—	—	579
Dividends to shareholders	—	—	—	—	—	(99,909)	—	(99,909)
Balance at December 31, 2021	<u>20,622,304</u>	<u>\$ 206</u>	<u>\$ 217,458</u>	<u>(1,258,250)</u>	<u>\$ (22,370)</u>	<u>\$ 190,492</u>	<u>\$ 13,537</u>	<u>\$ 399,323</u>
Comprehensive income:								
Net income	—	—	—	—	—	55,602	—	55,602
Other comprehensive income:								
Change in unrealized gains on debt securities, net of tax	—	—	—	—	—	—	(27,365)	(27,365)
Comprehensive income	—	—	—	—	—	—	—	28,237
Common stock issued	56,268	1	1,970	—	—	—	—	1,971
Purchase of treasury stock	—	—	—	(264,449)	(12,388)	—	—	(12,388)
Share-based compensation	—	—	871	—	—	—	—	871
Dividends to shareholders	—	—	—	—	—	(100,582)	—	(100,582)
Balance at December 31, 2022	<u>20,678,572</u>	<u>\$ 207</u>	<u>\$ 220,299</u>	<u>(1,522,699)</u>	<u>\$ (34,758)</u>	<u>\$ 145,512</u>	<u>\$ (13,828)</u>	<u>\$ 317,432</u>
Comprehensive income:								
Net income	—	—	—	—	—	62,108	—	62,108
Other comprehensive income:								
Change in unrealized losses on debt securities, net of tax	—	—	—	—	—	—	6,634	6,634
Comprehensive income	—	—	—	—	—	—	—	68,742
Common stock issued	25,876	—	779	—	—	—	—	779
Purchase of treasury stock	—	—	—	(46,741)	(2,171)	—	—	(2,171)
Share-based compensation	—	—	1,000	—	—	—	—	1,000
Dividends to shareholders	—	—	—	—	—	(93,331)	—	(93,331)
Balance at December 31, 2023	<u>20,704,448</u>	<u>\$ 207</u>	<u>\$ 222,078</u>	<u>(1,569,440)</u>	<u>\$ (36,929)</u>	<u>\$ 114,289</u>	<u>\$ (7,194)</u>	<u>\$ 292,451</u>

See accompanying notes.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	2023	Year Ended December 31, 2022	2021
<b>Operating activities</b>			
Net income	\$ 62,108	\$ 55,602	\$ 65,756
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	1,427	1,309	1,017
Net amortization of investments	3,025	6,734	8,868
Change in investment related allowance for credit losses	(57)	44	(79)
Deferred income taxes	628	(1,136)	1,270
Net realized gains on investments	(6,579)	(3,440)	(1,695)
Net unrealized (gains) losses on equity securities	(1,228)	8,092	(12,315)
Net realized (gains) losses on disposal of assets	2	9	(21)
Share-based compensation	1,557	2,479	2,320
Changes in operating assets and liabilities:			
Premiums receivable, net	(8,485)	13,387	21,660
Accrued interest receivable	154	(348)	1,194
Deferred policy acquisition costs	(574)	(342)	751
Amounts held by others	—	—	71
Other assets	(1,033)	(2,840)	(1,016)
Reserves for loss and loss adjustment expenses	(22,043)	(49,241)	(15,283)
Unearned premiums	1,609	(6,116)	(8,168)
Reinsurance balances	(3,740)	(4,754)	(14,648)
Amounts held for others and policyholder deposits	3,093	2,825	(2,628)
Federal income taxes recoverable	(328)	4,961	(6,831)
Accounts payable and other liabilities	306	969	(2,244)
Net cash provided by operating activities	29,842	28,194	37,979
<b>Investing activities</b>			
Purchases of investments held-to-maturity	(42,190)	(32,152)	(43,307)
Purchases of investments available-for-sale	(45,141)	(106,049)	(51,617)
Purchases of equity securities	—	(11,147)	(8,388)
Purchases of short-term investments	(46,347)	(66,132)	(167,870)
Proceeds from maturities of investments held-to-maturity	47,151	85,006	74,253
Proceeds from sales and maturities of investments available-for-sale	57,153	90,675	114,974
Proceeds from sales of equity securities	12,688	8,487	—
Proceeds from sales and maturities of short-term investments	61,123	108,827	154,187
Purchases of property and equipment	(553)	(2,089)	(1,296)
Proceeds from sales of property and equipment	—	—	23
Net cash provided by investing activities	43,884	75,426	70,959
<b>Financing activities</b>			
Finance lease purchases	(91)	(58)	(44)
Share-based compensation related tax withholding	(944)	—	—
Purchase of treasury stock	(2,171)	(12,388)	—
Dividends to shareholders	(93,307)	(100,427)	(99,929)
Net cash used in financing activities	(96,513)	(112,873)	(99,973)
Change in cash and cash equivalents	(22,787)	(9,253)	8,965
Cash and cash equivalents at beginning of year	61,469	70,722	61,757
Cash and cash equivalents at end of year	<u>\$ 38,682</u>	<u>\$ 61,469</u>	<u>\$ 70,722</u>
<b>Supplemental disclosure of cash flow information</b>			
Income taxes paid	<u>\$ 13,950</u>	<u>\$ 7,791</u>	<u>\$ 18,198</u>

See accompanying notes.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

**1.Summary of Significant Accounting Policies**

***Organization***

AMERISAFE, Inc. is an insurance holding company incorporated in the state of Texas. The accompanying consolidated financial statements include the accounts of AMERISAFE and its subsidiaries: American Interstate Insurance Company (AIIC) and its insurance subsidiaries, Silver Oak Casualty, Inc. (SOCl) and American Interstate Insurance Company of Texas (AIICTX), Amerisafe Risk Services, Inc. (RISK) and Amerisafe General Agency, Inc. (AGAI). AIIC and SOCl are property and casualty insurance companies organized under the laws of the state of Nebraska. AIICTX is a property and casualty insurance company organized under the laws of the state of Texas. RISK, a wholly owned subsidiary of the Company, is a claims and safety service company currently servicing only affiliated insurance companies. AGAI, a wholly owned subsidiary of the Company, is a general agent for the Company. AGAI sells insurance, which is underwritten by AIIC, SOCl and AIICTX, as well as by nonaffiliated insurance carriers.

The terms "AMERISAFE," the "Company," "we," "us" or "our" refer to AMERISAFE, Inc. and its consolidated subsidiaries, as the context requires.

The Company provides workers' compensation insurance for small to mid-sized employers engaged in hazardous industries, principally construction, trucking, logging and lumber, agriculture, manufacturing, telecommunications, and maritime. Assets and revenues of AIIC and its subsidiaries represent at least 95% of comparable consolidated amounts of the Company for each of 2023, 2022 and 2021.

***Basis of Presentation***

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation. The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (GAAP). The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Adopted Accounting Guidance***

The Company has not adopted any new accounting guidance in 2023.

***Prospective Accounting Guidance***

All other issued but not yet effective accounting and reporting standards as of December 31, 2023 are either not applicable to the Company or are not expected to have a material impact on the Company.

***Investments***

The Company has the ability and positive intent to hold certain investments until maturity. Therefore, fixed maturity securities classified as held-to-maturity are recorded at amortized cost net of the allowance for credit losses. Fixed maturity securities classified as available-for-sale are recorded at fair value. Temporary changes in the fair value of these securities are reported in shareholders' equity as a component of other comprehensive income, net of deferred income taxes. Changes in the fair value of equity securities are recorded in net income.

Investment income is recognized as it is earned. The discount or premium on fixed maturity securities is amortized using the "constant yield" method. Anticipated prepayments, where applicable, are considered when determining the amortization of premiums or discounts. Realized investment gains and losses are determined using the specific identification method.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

***Cash and Cash Equivalents***

Cash equivalents include short-term money market funds with a maturity date, at the time of purchase, of 90 days or less.

***Short-Term Investments***

Short-term investments include municipal securities and corporate bonds with an original maturity date greater than 90 days but less than one year.

***Premiums Receivable***

Premiums receivable consist primarily of premium-related balances due from policyholders. The Company considers premiums receivable as past due based on the payment terms of the underlying policy. The balance is shown net of the allowance for credit losses. Receivables due from insureds are charged off when a determination has been made by management that a specific balance will not be collected. An estimate of amounts that are likely to be charged off is established as an allowance for credit losses as of the balance sheet date. The estimate is primarily comprised of specific balances that are considered probable to be charged off after all collection efforts have ceased, as well as historical trends and an analysis of the aging of the receivables.

***Property and Equipment***

The Company's property and equipment, including certain costs incurred to develop or obtain software for internal use, are stated at cost less accumulated depreciation. Depreciation is calculated primarily by the straight-line method over the estimated useful lives of the respective assets, generally 39 years for buildings and three to seven years for all other fixed assets.

***Deferred Policy Acquisition Costs***

The direct costs of successfully acquiring and renewing business are capitalized to the extent recoverable and are amortized over the effective period of the related insurance policies in proportion to premium revenue earned. These capitalized costs consist mainly of sales commissions, premium taxes and other underwriting costs. The Company evaluates deferred policy acquisition costs for recoverability by comparing the unearned premiums to the estimated total expected claim costs and related expenses, offset by anticipated investment income. The Company would reduce the deferred costs if the unearned premiums were less than expected claims and expenses after considering investment income, and report any adjustments in amortization of deferred policy acquisition costs. There were no adjustments necessary in 2023, 2022 or 2021.

***Reserves for Loss and Loss Adjustment Expenses***

Reserves for loss and loss adjustment expenses represent the estimated ultimate cost of all reported and unreported losses incurred through December 31. The Company does not discount loss and loss adjustment expense reserves. In establishing our reserves for loss and loss adjustment expenses, we review the results of analyses using individual case-base valuations and statistical and actuarial methods that utilize historical loss data from our more than 38 years of underwriting workers' compensation insurance. The actuarial analysis of our historical data provides the factors we use in estimating our loss reserves. These factors are primarily measures over time of the number of claims paid and reported, average paid and incurred claim amounts, claim closure rates and claim payment patterns. In evaluating the results of our analyses, management also uses substantial judgment in considering other factors that are not considered in these actuarial analyses, including changes in business mix, claims management, regulatory issues, medical trends, employment and wage patterns, insurance policy coverage interpretations, judicial determinations and other subjective factors. Due to the inherent uncertainty associated with these estimates, and the cost of incurred but unreported claims, our actual liabilities may vary significantly from our original estimates. Although considerable variability is inherent in these estimates, management believes that the reserves for loss and loss adjustment expenses are adequate. The estimates are continually reviewed and adjusted as necessary as experience develops or new information becomes known. Any such adjustments are included in income from current operations.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

Subrogation recoverables, as well as deductible recoverables from policyholders, are estimated using individual case-basis valuations and aggregate estimates. Deductibles that are recoverable from policyholders and other recoverables from state funds decrease the liability for loss and loss adjustment expenses.

The Company funds its obligations under certain settled claims where the payment pattern and ultimate cost are fixed and determinable on an individual claim basis through the purchase of annuities. These annuities are purchased from unaffiliated carriers and name the claimant as payee. The cost of purchasing the annuity is recorded as paid loss and loss adjustment expenses. To the extent the annuity funds estimated future claims, reserves for loss and loss adjustment expense are reduced.

***Premium Revenue***

Premiums on workers' compensation insurance are based on actual payroll costs or production during the policy term and are normally billed monthly in arrears or annually. However, the Company generally requires a deposit at the inception of a policy.

Premium revenue is earned on a pro rata basis over periods covered by the policies. The reserve for unearned premiums on these policies is computed on a daily pro rata basis.

The Company estimates the annual premiums to be paid by its policyholders when the Company issues the policies and records those amounts on the balance sheet as premiums receivable. The Company conducts premium audits on all of its voluntary business policyholders annually, upon the expiration of each policy, including when the policy is renewed. The purpose of these audits is to verify that policyholders have accurately reported their payroll expenses and employee job classifications, and therefore have paid the Company the premium required under the terms of the policies. The difference between the estimated premium and the ultimate premium is referred to as "earned but unbilled" (EBUB) premium. EBUB premium can be higher or lower than the estimated premium. EBUB premium is subject to significant variability and can either increase or decrease earned premium based upon several factors, including changes in premium growth, industry mix and economic conditions. Due to the timing of audits and other adjustments, ultimate premium earned is generally not determined for several months after the expiration of the policy.

The Company estimates EBUB premiums on a quarterly basis using historical data and applying various assumptions based on the current market and economic conditions, and records an adjustment to premium, related losses, and expenses as warranted.

***Reinsurance***

Reinsurance premiums, losses and allocated loss adjustment expenses are accounted for on a basis consistent with those used in accounting for the original policies issued and the terms of the reinsurance contracts.

Amounts recoverable from reinsurers include balances currently owed to the Company for losses and allocated loss adjustment expenses that have been paid to policyholders, amounts that are currently reserved for and will be recoverable once the related expense has been paid and experience-rated commissions recoverable upon commutation.

Upon management's determination that an amount due from a reinsurer is uncollectible due to the reinsurer's insolvency or other matters, the amount is written off.

Ceding commissions are earned from certain reinsurance companies and are intended to reimburse the Company for policy acquisition costs related to those premiums ceded to the reinsurers. Ceding commission income is recognized over the effective period of the related insurance policies in proportion to premium revenue earned and is reflected as a reduction in underwriting and certain other operating costs.

Experience-rated commissions are earned from certain reinsurance companies based on the financial results of the applicable risks ceded to the reinsurers. These commission revenues on reinsurance contracts are recognized during the related reinsurance treaty period and are based on the same assumptions used for recording loss and allocated loss adjustment expenses. These commissions are reflected as a reduction in underwriting and certain other operating costs and are adjusted as necessary as experience develops or new information becomes known. Any such adjustments are included in income from current operations. Experience-rated commissions decreased underwriting and certain other operating costs by \$1.7 million in 2023, \$0.1 million in 2022 and \$1.0 million in 2021.

***Fee and Other Income***

The Company recognizes income related to commissions earned by AGAI as the related services are performed.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

**Advertising**

All advertising expenditures incurred by the Company are charged to expense in the period to which they relate and are included in underwriting and certain other operating costs in the consolidated statements of income. Total advertising expenses incurred were \$0.2 million in 2023, 2022, and 2021.

**Income Taxes**

The Company accounts for income taxes using the liability method. The provision for income taxes has two components, amounts currently payable or receivable and deferred amounts. Deferred income tax assets and liabilities are recognized for the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company considers deferred tax assets to be recoverable if it is probable that the related tax losses can be offset by future taxable income. The Company includes reversal of existing temporary differences, tax planning strategies available and future operating income in this assessment. To the extent the deferred tax assets exceed the amount expected to be recovered in future years, the Company records a valuation allowance for the amount determined unrecoverable.

**Insurance-Related Assessments**

Insurance-related assessments are accrued in the period in which they have been incurred. The Company is subject to a variety of assessments related to insurance commerce, including those by state guaranty funds and workers' compensation second-injury funds. State guaranty fund assessments are used by state insurance oversight agencies to cover losses of policyholders of insolvent or rehabilitated insurance companies and for the operating expenses of such agencies. Assessments based on premiums are generally paid one year after the calendar year in which the premium is written, while assessments based on losses are generally paid within one year of the calendar year in which the loss is paid.

**Policyholder Dividends**

The Company writes certain policies for which the policyholder may participate in favorable claims experience through a dividend. An estimated provision for workers' compensation policyholders' dividends is accrued as the related premiums are earned. Dividends do not become a fixed liability unless and until declared by the respective Boards of Directors of AMERISAFE's insurance subsidiaries. The dividend to which a policyholder may be entitled is set forth in the policy and is related to the amount of losses sustained under the policy. Dividends are calculated after the policy expiration. The Company is able to estimate the policyholder dividend liability because the Company has information regarding the underlying loss experience of the policies written with dividend provisions and can estimate future dividend payments from the policy terms.

**Earnings Per Share**

The Company computes earnings per share (EPS) in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 260, *Earnings Per Share*. The Company has no participating unvested common shares which contain nonforfeitable rights to dividends and applies the treasury stock method in computing basic and diluted earnings per share.

Basic EPS is calculated by dividing net income by the weighted average number of common shares outstanding during the period. The diluted EPS calculation includes potential common shares assumed issued under the treasury stock method, which reflects the potential dilution that would occur if any outstanding options or warrants were exercised or restricted stock becomes vested.

**Share-Based Compensation**

The Company recognizes the impact of its share-based compensation in accordance with FASB ASC Topic 718, *Compensation-Stock Compensation*. All share-based grants are recognized as compensation expense over the vesting period. The target value of long-term incentive awards are recognized as compensation over the performance period.



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

**2. Investments**

There were no short-term investments held at December 31, 2023. Short-term investments held at December 31, 2022 include \$9.9 million of corporate bonds, \$3.0 million of U.S. Treasury securities and obligations of U.S. government agencies, and \$1.2 million of obligations of states and political subdivisions.

The amortized cost, allowance for credit losses, carrying amount, gross unrecognized gains and losses, and the fair value of those investments classified as held-to-maturity at December 31, 2023 are summarized as follows:

	Amortized Cost	Allowance for Credit Losses	Carrying Amount	Gross Unrecognized Gains	Gross Unrecognized Losses	Fair Value
	(in thousands)					
States and political subdivisions	\$ 416,916	\$ (38)	\$ 416,878	\$ 4,166	\$ (12,074)	\$ 408,970
Corporate bonds	52,321	(142)	52,179	—	(2,231)	49,948
U.S. agency-based mortgage-backed securities	3,297	—	3,297	25	(123)	3,199
U.S. Treasury securities and obligations of U.S. government agencies	11,186	—	11,186	26	(273)	10,939
Asset-backed securities	37	(2)	35	1	—	36
Totals	<u>\$ 483,757</u>	<u>\$ (182)</u>	<u>\$ 483,575</u>	<u>\$ 4,218</u>	<u>\$ (14,701)</u>	<u>\$ 473,092</u>

The amortized cost, gross unrealized gains and losses, fair value, and the allowance for credit losses of those investments classified as available-for-sale at December 31, 2023 are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Allowance for Credit Losses
	(in thousands)				
States and political subdivisions	\$ 138,031	\$ 583	\$ (6,719)	\$ 131,895	\$ —
Corporate bonds	168,134	2,105	(3,486)	166,753	—
U.S. agency-based mortgage-backed securities	5,190	—	(445)	4,745	—
U.S. Treasury securities and obligations of U.S. government agencies	14,816	—	(1,145)	13,671	—
Totals	<u>\$ 326,171</u>	<u>\$ 2,688</u>	<u>\$ (11,795)</u>	<u>\$ 317,064</u>	<u>\$ —</u>

The cost, gross unrealized gains and losses, and the fair value of equity securities at December 31, 2023 are summarized as follows:

	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(in thousands)			
Equity securities:				
Domestic common stock	\$ 44,046	\$ 13,101	\$ —	\$ 57,147
Total equity securities	<u>\$ 44,046</u>	<u>\$ 13,101</u>	<u>\$ —</u>	<u>\$ 57,147</u>



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

The amortized cost, allowance for credit losses, carrying amount, gross unrealized gains and losses, and the fair value of those investments classified as held-to-maturity at December 31, 2022 are summarized as follows:

	Amortized Cost	Allowance for Credit Losses	Carrying Amount	Gross Unrecognized Gains	Gross Unrecognized Losses	Fair Value
	(in thousands)					
States and political subdivisions	\$ 415,136	\$ (40)	\$ 415,096	\$ 922	\$ (20,074)	\$ 395,944
Corporate bonds	59,903	(196)	59,707	1	(3,857)	55,851
U.S. agency-based mortgage-backed securities	3,696	—	3,696	33	(153)	3,576
U.S. Treasury securities and obligations of U.S. government agencies	13,123	—	13,123	25	(442)	12,706
Asset-backed securities	69	(3)	66	2	(1)	67
Totals	<u>\$ 491,927</u>	<u>\$ (239)</u>	<u>\$ 491,688</u>	<u>\$ 983</u>	<u>\$ (24,527)</u>	<u>\$ 468,144</u>

The amortized cost, gross unrealized gains and losses, fair value, and the allowance for credit losses of those investments classified as available-for-sale at December 31, 2022 are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Allowance for Credit Losses
	(in thousands)				
States and political subdivisions	\$ 166,019	\$ 463	\$ (9,826)	\$ 156,656	\$ —
Corporate bonds	150,915	530	(6,657)	144,788	—
U.S. agency-based mortgage-backed securities	5,984	—	(538)	5,446	—
U.S. Treasury securities and obligations of U.S. government agencies	15,675	9	(1,453)	14,231	—
Totals	<u>\$ 338,593</u>	<u>\$ 1,002</u>	<u>\$ (18,474)</u>	<u>\$ 321,121</u>	<u>\$ —</u>

The cost, gross unrealized gains and losses on, and fair value of equity securities at December 31, 2022 are summarized as follows:

	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
	(in thousands)			
Equity securities:				
Domestic common stock	\$ 50,185	\$ 11,873	\$ —	\$ 62,058
Total equity securities	<u>\$ 50,185</u>	<u>\$ 11,873</u>	<u>\$ —</u>	<u>\$ 62,058</u>

A summary of the carrying amounts and fair value of investments in fixed maturity securities classified as held-to-maturity, by contractual maturity, is as follows:

	December 31, 2023		December 31, 2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(in thousands)			
Maturity:				
Within one year	\$ 64,129	\$ 63,703	\$ 41,878	\$ 41,652
After one year through five years	136,854	131,396	165,216	159,006
After five years through ten years	114,990	110,814	121,739	112,665
After ten years	164,270	163,944	159,093	151,178
U.S. agency-based mortgage-backed securities	3,297	3,199	3,696	3,576
Asset-backed securities	35	36	66	67
Totals	<u>\$ 483,575</u>	<u>\$ 473,092</u>	<u>\$ 491,688</u>	<u>\$ 468,144</u>



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A summary of the amortized cost and fair value of investments in fixed maturity securities classified as available-for-sale, by contractual maturity, is as follows:

	December 31, 2023		December 31, 2022	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
	(in thousands)			
<b>Maturity:</b>				
Within one year	\$ 25,995	\$ 25,875	\$ 28,290	\$ 27,814
After one year through five years	106,178	102,201	68,876	65,406
After five years through ten years	82,664	80,911	102,296	95,366
After ten years	106,144	103,332	133,147	127,089
U.S. agency-based mortgage-backed securities	5,190	4,745	5,984	5,446
<b>Totals</b>	<b>\$ 326,171</b>	<b>\$ 317,064</b>	<b>\$ 338,593</b>	<b>\$ 321,121</b>

Actual maturities may differ from contractual maturities because certain borrowers have the right to call or prepay certain obligations with or without call or prepayment penalties.

At December 31, 2023, there were \$24.4 million of held-to-maturity investments on deposit with regulatory agencies of states in which the Company does business.

A summary of the Company's realized gains and losses on sales, calls or redemptions of investments for 2023, 2022 and 2021 is as follows:

	Fixed Maturity Securities Available-for-Sale	Equity Securities	Other	Total
	(in thousands)			
<b>Year ended December 31, 2023</b>				
Proceeds from sales	\$ 28,292	\$ 12,688	\$ 925	\$ 41,905
Gross realized investment gains	\$ 181	\$ 6,548	\$ —	\$ 6,729
Gross realized investment losses	(173)	—	—	(173)
Net realized investment gains	8	6,548	—	6,556
Other, including gains on calls and redemptions	—	—	23	23
Net realized gains on investments	\$ 8	\$ 6,548	\$ 23	\$ 6,579
<b>Year ended December 31, 2022</b>				
Proceeds from sales	\$ 42,505	\$ 8,487	\$ —	\$ 50,992
Gross realized investment gains	\$ 365	\$ 3,350	\$ —	\$ 3,715
Gross realized investment losses	(51)	—	—	(51)
Net realized investment gains	314	3,350	—	3,664
Other, including losses on calls and redemptions	(200)	—	(24)	(224)
Net realized gains (losses) on investments	\$ 114	\$ 3,350	\$ (24)	\$ 3,440
<b>Year ended December 31, 2021</b>				
Proceeds from sales	\$ 28,191	\$ —	\$ 12,388	\$ 40,579
Gross realized investment gains	\$ 1,751	\$ —	\$ 3	\$ 1,754
Gross realized investment losses	(21)	—	—	(21)
Net realized investment gains	1,730	—	3	1,733
Other, including losses on calls and redemptions	(6)	—	(32)	(38)
Net realized gains (losses) on investments	\$ 1,724	\$ —	\$ (29)	\$ 1,695



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Major categories of the Company's net investment income are summarized as follows:

	2023	Year Ended December 31, 2022 (in thousands)	2021
Gross investment income:			
Fixed maturity securities	\$ 26,357	\$ 24,399	\$ 24,882
Equity securities	1,456	1,566	1,236
Short-term investments and cash and cash equivalents	4,456	2,260	304
Total gross investment income	32,269	28,225	26,422
Investment expenses	(930)	(1,002)	(987)
Net investment income	<u>\$ 31,339</u>	<u>\$ 27,223</u>	<u>\$ 25,435</u>

The following table summarizes the fair value and gross unrealized losses on fixed maturity securities classified as available-for-sale, aggregated by major investment category and length of time that the individual securities have been in a continuous unrealized loss position:

	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value of Investments with Unrealized Losses	Gross Unrealized Losses	Fair Value of Investments with Unrealized Losses	Gross Unrealized Losses	Fair Value of Investments with Unrealized Losses	Gross Unrealized Losses
	(in thousands)					
December 31, 2023						
Available-for-Sale						
States and political subdivisions	\$ 14,115	\$ 111	\$ 72,358	\$ 6,608	\$ 86,473	\$ 6,719
Corporate bonds	26,178	96	93,538	3,390	119,716	3,486
U.S. agency-based mortgage-backed securities	—	—	4,745	445	4,745	445
U.S. Treasury securities and obligations of U.S. government agencies	—	—	13,672	1,145	13,672	1,145
Total available-for-sale securities	<u>\$ 40,293</u>	<u>\$ 207</u>	<u>\$ 184,313</u>	<u>\$ 11,588</u>	<u>\$ 224,606</u>	<u>\$ 11,795</u>
December 31, 2022						
Available-for-Sale						
States and political subdivisions	\$ 87,522	\$ 5,319	\$ 24,980	\$ 4,507	\$ 112,502	\$ 9,826
Corporate bonds	98,590	4,549	30,011	2,108	128,601	6,657
U.S. agency-based mortgage-backed securities	4,732	444	714	94	5,446	538
U.S. Treasury securities and obligations of U.S. government agencies	5,589	313	7,719	1,140	13,308	1,453
Total available-for-sale securities	<u>\$ 196,433</u>	<u>\$ 10,625</u>	<u>\$ 63,424</u>	<u>\$ 7,849</u>	<u>\$ 259,857</u>	<u>\$ 18,474</u>

At December 31, 2023, the Company held 156 individual fixed maturity securities classified as available-for-sale that were in an unrealized loss position, of which 134 were in a continuous unrealized loss position for longer than 12 months.



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The following table illustrates the changes in the allowance for credit losses by major security type of the investments classified as held-to-maturity for the year ended December 31, 2023.

	States and Political Subdivisions	Corporate Bonds	U.S. Agency -Based Mortgage- Backed Securities	U.S. Treasury Securities and Obligations of U.S. Government Agencies	Asset-Backed Securities	Totals
	(in thousands)					
Balance at December 31, 2022	\$ 40	\$ 196	\$ —	\$ —	\$ 3	\$ 239
Provision for credit loss benefit	(2)	(54)	—	—	(1)	(57)
Balance at December 31, 2023	<u>\$ 38</u>	<u>\$ 142</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2</u>	<u>\$ 182</u>

The Company has established an allowance for credit losses on 471 held-to-maturity securities totaling \$0.2 million as of December 31, 2023. The majority of those securities were issued by states and political subdivisions and corporate bonds at 451 and 17, respectively.

The Company has no allowance for credit losses on investments classified as available-for-sale as of December 31, 2023 and 2022.

The credit rating used for held-to-maturity fixed income securities is the rating for each security as published by Moody's, S&P, and Fitch to determine the probability of default. If there are two ratings, the lower rating is used. If there are three ratings, the median rating is used. If there is one rating, that rating is used. For corporate fixed income securities (given a rating), the probability of default comes from Moody's annual study of corporate bond defaults published each February. The maximum maturity using the default rate is 20 years (any maturity greater than 20 years will use the 20-year rate). For municipal fixed income securities (given a rating), the probability of default comes from Moody's annual study of municipal bond defaults published each July/August.

The calculation of the credit loss allowance takes the amortized cost of the fixed income security and assumes default and recovery based on the average recovery rates from the Moody's default studies. The amortized cost of the security plus any accrued interest, minus the amount recovered, is the estimated full amount the Company could lose in a default scenario. Then this amount is multiplied by the probability of default to determine the allowance for credit loss. The lower the security is rated, the higher likelihood of default, and therefore a higher allowance for credit loss. The longer to the maturity date of a security, the higher the default risk.

The table below presents the amortized cost of held-to-maturity securities aggregated by credit quality indicator as of December 31, 2023.

	States and Political Subdivisions	Corporate Bonds	U.S. Agency -Based Mortgage- Backed Securities	U.S. Treasury Securities and Obligations of U.S. Government Agencies	Asset-Backed Securities	Totals
	Amortized cost (in thousands)					
AAA/AA/A ratings	\$ 413,966	\$ 22,696	\$ 3,297	\$ 11,186	\$ 23	\$ 451,168
Baa/BBB ratings	2,950	29,625	—	—	14	32,589
B ratings	—	—	—	—	—	—
Total	<u>\$ 416,916</u>	<u>\$ 52,321</u>	<u>\$ 3,297</u>	<u>\$ 11,186</u>	<u>\$ 37</u>	<u>\$ 483,757</u>



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**3. Premiums Receivable**

Premiums receivable consist primarily of premium-related balances due from policyholders. The balance is shown net of the allowance for credit losses. The components of premiums receivable are shown below:

	December 31,	
	2023	2022
	(in thousands)	
Premiums receivable	\$ 137,535	\$ 126,565
Allowance for credit losses	(4,674)	(4,852)
Premiums receivable, net	<u>\$ 132,861</u>	<u>\$ 121,713</u>

The following summarizes the activity in the allowance for credit losses on premiums receivable:

	December 31,	
	2023	2022
	(in thousands)	
Balance, beginning of year	\$ 4,852	\$ 4,386
Provision for credit loss expense	648	1,011
Write-offs	(826)	(545)
Balance, end of year	<u>\$ 4,674</u>	<u>\$ 4,852</u>

Included in premiums receivable at December 31, 2023, 2022 and 2021 is the Company's estimate for EBUB premium of \$9.9 million, \$8.6 million and \$7.9 million, respectively.

**4. Deferred Policy Acquisition Costs**

Deferred policy acquisition costs represent those costs that are incremental and directly related to the successful acquisition of new or the renewal of existing insurance policies. We defer incremental costs that result directly from, and are essential to, the acquisition or renewal of an insurance policy.

We also defer a portion of employee total compensation costs directly related to time spent performing specific acquisition or renewal activities.

These costs are deferred and expensed over the life of the related policies. Major categories of the Company's deferred policy acquisition costs are summarized as follows:

	December 31,	
	2023	2022
	(in thousands)	
Agents' commissions	\$ 12,955	\$ 12,578
Premium taxes	2,672	2,587
Deferred underwriting expenses	2,348	2,236
Total deferred policy acquisition costs	<u>\$ 17,975</u>	<u>\$ 17,401</u>

The following summarizes the activity in the deferred policy acquisition costs:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Balance, beginning of year	\$ 17,401	\$ 17,059	\$ 17,810
Policy acquisition costs deferred	41,433	40,194	37,730
Amortization expense during the year	(40,859)	(39,852)	(38,481)
Balance, end of year	<u>\$ 17,975</u>	<u>\$ 17,401</u>	<u>\$ 17,059</u>



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**5. Property and Equipment**

Property and equipment consist of the following:

	December 31, 2023                      2022 (in thousands)	
Land and office building	\$ 8,176	\$ 8,108
Furniture and equipment	5,890	6,639
Software	9,333	9,258
Automobiles	74	74
Finance lease right-of-use assets	461	362
Total original cost	23,934	24,441
Accumulated depreciation and amortization	(17,585)	(17,216)
Property and equipment, net	<u>\$ 6,349</u>	<u>\$ 7,225</u>

Accumulated depreciation and amortization includes \$0.3 million and \$0.2 million that is related to equipment held under finance leases at December 31, 2023 and 2022, respectively, and is included in the underwriting and certain other operating costs line item on the income statement. The lease liabilities related to these properties are included in accounts payable and other liabilities.

**6. Reinsurance**

The Company cedes certain premiums and losses to various reinsurers under excess-of-loss treaties. These reinsurance arrangements provide for greater diversification of business, allow management to control exposure to potential losses arising from large risks, and provide additional capacity for growth. Ceded reinsurance contracts do not relieve the Company from its obligations to policyholders. The Company remains liable to its policyholders for the portion reinsured to the extent that any reinsurer does not meet the obligations assumed under the reinsurance agreements. To minimize its exposure to significant losses from reinsurer insolvencies, the Company evaluates the financial condition of its reinsurers and monitors concentrations of credit risk arising from similar geographic regions, activities, or economic characteristics of the reinsurers on a continual basis. The effect of reinsurance on premiums written and earned in 2023, 2022 and 2021 was as follows:

	2023 Premiums		2022 Premiums		2021 Premiums	
	Written	Earned	Written	Earned	Written	Earned
	(in thousands)					
Gross	\$ 285,355	\$ 283,746	\$ 276,110	\$ 282,225	\$ 278,294	\$ 286,462
Ceded	(16,621)	(16,621)	(10,527)	(10,527)	(10,469)	(10,469)
Net premiums	<u>\$ 268,734</u>	<u>\$ 267,125</u>	<u>\$ 265,583</u>	<u>\$ 271,698</u>	<u>\$ 267,825</u>	<u>\$ 275,993</u>

The amounts recoverable from reinsurers consist of the following:

	December 31, 2023                      2022 (in thousands)	
Unpaid losses recoverable:		
Case basis	\$ 80,211	\$ 81,273
Incurred but not reported	39,535	31,282
Paid losses recoverable	7,796	12,440
Experience-rated commissions recoverable	2,781	1,054
Allowance for credit losses	(360)	(372)
Total	<u>\$ 129,963</u>	<u>\$ 125,677</u>

Amounts recoverable from reinsurers consists of ceded case reserves, ceded incurred but not reported (IBNR) reserves, and paid losses recoverable. Ceded case and ceded IBNR reserves represent the portion of gross loss and loss adjustment expense liabilities that are recoverable under reinsurance agreements, but are not yet due from reinsurers. Paid losses recoverable are receivables currently due from reinsurers for ceded paid losses. The Company considers paid losses recoverable outstanding for more than 90 days to be past due. At December 31, 2023, there were immaterial paid losses recoverable past due.



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The Company received reinsurance recoveries of \$16.0 million in 2023, \$1.4 million in 2022 and \$5.8 million in 2021.

The Company generally secures large reinsurance recoverable balances with various forms of collateral, including funds withheld accounts, irrevocable letters of credit and secured trusts. At December 31, 2023, reinsurance recoverables from reinsurers that exceeded 1.5% of statutory surplus of the Company's insurance subsidiaries are shown below.

Reinsurer		A.M. Best Rating	Amounts Recoverable as of December 31, 2023 (in thousands)
Hannover Reinsurance Ireland Limited	(1)	A+	\$ 65,045
Arch Reinsurance Company	(1)	A+	19,694
Allianz Risk Transfer AG (Bermuda)		A+	9,084
Minnesota Workers' Compensation Reinsurance Association	(1)	NR	8,950
Munich Reinsurance America, Inc	(1)	A+	5,542
Odyssey America Reinsurance Corporation		A+	4,961
Other reinsurers			17,047
Total amounts recoverable from reinsurers			130,323
Allowance for credit losses			(360)
Total amounts recoverable from reinsurers net of allowance for credit losses			129,963
Funds withheld and letters of credit related to the above recoverables			(81,520)
Total unsecured amounts recoverable from reinsurers			<u>\$ 48,443</u>

(1) Current participant in our 2024 reinsurance program.

The table below presents the change in the allowance for credit losses on amounts recoverable from reinsurers for the years ended December 31, 2023 and 2022.

	2023	Year Ended December 31, (in thousands)	2022
Balance, beginning of period	\$	372	\$ 440
Provision for credit loss expense (benefit)		(12)	(68)
Balance, end of period	<u>\$</u>	<u>360</u>	<u>\$ 372</u>



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**7. Income Taxes**

The Company's deferred income tax assets and liabilities are as follows:

	2023	December 31, (in thousands)	2022
<b>Deferred income tax assets:</b>			
Discounting of net unpaid loss and loss adjustment expenses	\$	15,035	\$ 16,164
Unearned premiums		6,072	6,173
Accrued expenses and other		2,103	2,403
State income tax		2,495	2,468
Accrued policyholder dividends		1,723	1,841
Accrued insurance-related assessments		1,870	1,990
Net unrealized loss on securities		—	1,182
<b>Total deferred tax assets</b>		<b>29,298</b>	<b>32,221</b>
<b>Deferred income tax liabilities:</b>			
Deferred policy acquisition costs		(4,578)	(4,391)
Net unrealized gain on securities available-for-sale		(839)	—
Property and equipment and other		(365)	(473)
Salvage and subrogation		(284)	(320)
Loss reserves adjustment		(2,829)	(4,243)
<b>Total deferred income tax liabilities</b>		<b>(8,895)</b>	<b>(9,427)</b>
<b>Net deferred income taxes</b>	<b>\$</b>	<b>20,403</b>	<b>\$ 22,794</b>

The components of consolidated income tax expense (benefit) are as follows:

	2023	Year Ended December 31, 2022 (in thousands)	2021
<b>Current:</b>			
Federal	\$ 13,621	\$ 12,753	\$ 11,368
State	1,020	427	1,055
	14,641	13,180	12,423
<b>Deferred:</b>			
Federal	655	(802)	2,943
State	(27)	(334)	(1,673)
	628	(1,136)	1,270
<b>Total</b>	<b>\$ 15,269</b>	<b>\$ 12,044</b>	<b>\$ 13,693</b>

As of December 31, 2023, 2022 and 2021, the Company had no valuation allowance against its deferred income tax assets and liabilities.



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Income tax expense from operations is different from the amount computed by applying the U.S. federal income tax statutory rate of 21% to income before income taxes as follows:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Income tax computed at federal statutory tax rate	\$ 16,249	\$ 14,206	\$ 16,684
Tax-exempt interest, net	(1,997)	(2,268)	(2,511)
State income tax	779	3	911
Dividends received deduction	(125)	(134)	(107)
Valuation allowance	46	(17)	(1,803)
Prior year adjustments	13	14	344
Other	304	240	175
	<u>\$ 15,269</u>	<u>\$ 12,044</u>	<u>\$ 13,693</u>

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. There were no uncertain tax positions as of December 31, 2023, 2022 and 2021.

The Inflation Reduction Act was enacted on August 16, 2022, and included a new Corporate Alternative Minimum Tax (CAMT). The Company has determined they do not expect to be liable for CAMT in 2023.

Tax years 2019 through 2023 are subject to examination by the federal and state taxing authorities.

#### 8. Line of Credit

The Company has an agreement providing for a line of credit in the maximum amount of \$20.0 million with Frost Bank. The agreement was renewed in December 2023. Under the agreement, advances may be made either in the form of loans or letters of credit. Borrowings under the agreement accrue at interest rates based upon prime rate or the one-month term SOFR rate. The line of credit is unsecured. No borrowings or letters of credit were outstanding under the line of credit arrangement at December 31, 2023 or 2022.

#### 9. Loss and Loss Adjustment Expenses

The following development tables provide the incurred and paid losses and allocated loss adjustment expenses, net of reinsurance, for workers' compensation and general liability for accident years 2014 through 2023. The incurred but not reported (IBNR) losses and claims frequency is included for each accident year presented.

Incurred Losses and Allocated Loss Adjustment Expenses, Net of Reinsurance											As of	
For the Years Ended December 31,											December 31, 2023	
(Dollars in thousands)											Total IBNR	
											Plus	Cumulative
Accident	Unaudited (1)										Expected	Number of
Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Development	Claims
											on Reported	Reported
											Claims	
2014	\$ 268,846	\$ 268,846	\$ 249,097	\$ 235,058	\$ 226,933	\$ 218,386	\$ 212,417	\$ 210,811	\$ 210,096	\$ 209,210	\$ 4,097	5,841
2015	—	262,573	262,573	252,514	235,471	220,965	211,758	207,929	207,086	205,556	4,374	5,517
2016	—	—	250,491	250,491	241,406	218,005	209,214	202,820	201,604	198,566	4,691	5,394
2017	—	—	—	244,094	244,098	234,587	220,096	211,964	208,360	206,293	5,324	5,214
2018	—	—	—	—	250,487	250,487	235,641	217,369	208,517	205,001	4,347	5,477
2019	—	—	—	—	—	241,344	241,344	227,246	214,123	206,109	5,672	5,223
2020	—	—	—	—	—	—	220,710	220,710	214,500	207,047	13,909	4,391
2021	—	—	—	—	—	—	—	222,715	222,715	215,232	2,894	4,304
2022	—	—	—	—	—	—	—	—	192,907	192,907	(12,814)	4,065
2023	—	—	—	—	—	—	—	—	—	189,659	12,433	3,715
									Total	\$ 2,035,580	\$ 44,927	



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**Cumulative Paid Losses and Allocated Loss Adjustment Expenses, Net of Reinsurance**  
**For the Years Ended December 31,**  
(Dollars in thousands)

Accident Year	2014	2015	2016	2017	Unaudited (1)		2019	2020	2021	2022	2023	Claim Frequency (2)
2014	\$ 53,060	\$ 119,820	\$ 153,320	\$ 169,736	\$ 180,683	\$ 186,129	\$ 191,394	\$ 192,169	\$ 193,192	\$ 195,409		14.99
2015	—	54,141	121,599	151,818	170,461	182,053	185,657	188,145	189,339	190,588		14.25
2016	—	—	52,238	115,713	143,016	156,860	166,887	172,133	174,134	178,572		14.23
2017	—	—	—	56,951	122,552	151,427	166,448	175,733	183,696	185,690		14.69
2018	—	—	—	—	62,061	126,057	152,328	172,423	181,081	184,797		15.23
2019	—	—	—	—	—	58,884	120,512	154,391	168,448	176,488		15.28
2020	—	—	—	—	—	—	50,113	109,882	137,411	153,974		13.95
2021	—	—	—	—	—	—	—	52,292	130,288	159,864		15.02
2022	—	—	—	—	—	—	—	—	50,954	110,494		14.40
2023	—	—	—	—	—	—	—	—	—	47,207		13.09
Total											1,583,083	
All outstanding liabilities before 2014, net of reinsurance											101,752	
Liabilities for loss and loss adjustment expenses, net of reinsurance											554,248	

(1) Data presented for these calendar years is required supplementary information, which is unaudited.

(2) Frequency, as calculated above, refers to reported claims divided by gross premium earned.

The average annual percentage payout of incurred losses by age, net of reinsurance, for workers' compensation and general liability as of December 31, 2023 is summarized below. Since workers' compensation has long payout periods, the table below shows less than 100% in the years disclosed. This is required supplementary information, which is unaudited.

Average Annual Percentage Payout of Incurred Losses by Age, Net of Reinsurance (Unaudited)									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
26.4%	31.7%	14.3%	8.0%	4.8%	2.5%	1.4%	1.1%	0.5%	1.1%

The following table provides a reconciliation of the beginning and ending reserve balances, net of related amounts recoverable from reinsurers, for 2023, 2022 and 2021:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Balance, beginning of period	\$ 696,037	\$ 745,278	\$ 760,561
Less amounts recoverable from reinsurers on unpaid loss and loss adjustment expenses	112,555	119,266	105,707
Net balance, beginning of period	583,482	626,012	654,854
Add incurred related to:			
Current accident year	189,659	192,907	222,715
Prior accident years	(41,396)	(40,591)	(61,917)
Total incurred	148,263	152,316	160,798
Less paid related to:			
Current accident year	47,207	50,954	52,292
Prior accident years	130,290	143,892	137,348
Total paid	177,497	194,846	189,640
Net balance, end of period	554,248	583,482	626,012
Add amounts recoverable from reinsurers on unpaid loss and loss adjustment expenses	119,746	112,555	119,266
Balance, end of period	<u>\$ 673,994</u>	<u>\$ 696,037</u>	<u>\$ 745,278</u>

The final resolution of the estimated loss reserve liability may be different from that anticipated at the reporting date because of the inherent uncertainty in loss reserve estimates, including, but not limited to, the future settlement environment. Consequently, actual paid losses in the future may result in a significantly different amount than currently reserved, favorable or unfavorable.



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The difference between currently estimated losses and losses estimated for a prior period at a prior valuation date is known as development. Development is unfavorable when the losses ultimately settle for more than they were reserved for or future estimates suggest that reserves should be increased on unresolved claims. Development is favorable when the losses ultimately settle for less than they were reserved for or future estimates suggest that reserves should be decreased on unresolved claims. Favorable or unfavorable development of loss reserves are reflected in our results of operations in the period the estimates are changed.

The foregoing reconciliation reflects favorable development of the net reserves at December 31, 2023, 2022 and 2021. The favorable development reduced loss and loss adjustment expenses incurred by \$41.4 million in 2023, driven primarily by accident years 2018 through 2021. In 2022 and 2021, the Company recorded favorable development of \$40.6 million and \$61.9 million, respectively. The revisions to the Company's reserves reflect new information gained by claims adjusters in the normal course of adjusting claims and is reflected in the financial statements when the information becomes available. It is typical for more serious claims to take several years or longer to settle and the Company continually revises estimates as more information about claimants' medical conditions and potential disability becomes known and the claims get closer to being settled. Multiple factors can cause loss development both unfavorable and favorable. The favorable loss development we experienced across accident years was largely due to favorable case reserve development from closed claims and claims where the worker had reached maximum medical improvement.

Reserves established for workers' compensation insurance includes the exposure to occupational disease or accidents related to asbestos or environmental claims. The exposure to asbestos claims emanates from the direct sale of workers' compensation insurance. These claims resulted from industry workers who were exposed to tremolite asbestos dust and electricians and carpenters who were exposed to products that contained asbestos. There has been no known exposure to asbestos claims arising from assumed business. The emergence of these claims is slow and highly unpredictable. The Company estimates full impact of the asbestos exposure by establishing full case basis reserves on all known losses. Reserves for losses incurred but not reported (IBNR) include a provision for development of reserves on reported losses. Reserves are established for loss adjustment expenses (LAE) associated with these case and IBNR loss reserves.

The following table details our exposures to various asbestos related claims:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Reserves for loss and LAE at beginning of year	\$ 248	\$ 260	\$ 318
Incurred losses and LAE during the current year	15	(2)	(44)
Loss and LAE payments	47	(10)	(14)
Reserves for loss and LAE at end of year	<u>\$ 310</u>	<u>\$ 248</u>	<u>\$ 260</u>

The Company has historically written general liability coverages that are reported in other liability lines of business. These coverages may be associated with the property and casualty industry's exposure to environmental claims. However, the Company has not been notified by any insured for which exposure exists due to these types of claims. Company management believes potential exposure to environmental claims to be remote. Therefore, the Company has no loss or loss adjustment expense reserves for such liabilities.

The anticipated effect of inflation is implicitly considered when estimating liabilities for loss and loss adjustment expenses. In establishing our reserves for loss and loss adjustment expenses, we review the results of analyses using individual case-base valuations and statistical and actuarial methods that utilize historical loss data from our more than 38 years of underwriting workers' compensation insurance. The actuarial analysis of our historical data provides some of the factors we use in estimating our loss reserves. These factors are primarily measures over time of the number of claims paid and reported, average paid and incurred claim amounts, claim closure rates and claim payment patterns. In evaluating the results of our analyses, management also uses substantial judgment in considering other factors that are not considered in these actuarial analyses, including changes in business mix, claims management, regulatory issues, medical trends, employment and wage patterns, insurance policy coverage interpretations, judicial determinations and other subjective factors. Due to the inherent uncertainty associated with these estimates, and the cost of incurred but unreported claims, our actual liabilities may vary significantly from our original estimates. These anticipated trends are monitored based on actual development and are modified if necessary.



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**10. Statutory Accounting and Regulatory Requirements**

The Company's insurance subsidiaries file financial statements prepared in accordance with statutory accounting principles prescribed or permitted by the insurance regulatory authorities of the states in which the subsidiaries are domiciled. Statutory-basis shareholders' capital and surplus at December 31, 2023, 2022 and 2021 of the directly owned insurance subsidiary, AIIC, and the combined statutory-basis net income and realized investment gains for all AMERISAFE's insurance subsidiaries for the three years in the period ended December 31, 2023, were as follows:

	2023	2022	2021
		(in thousands)	
Capital and surplus	\$ 254,856	\$ 252,486	\$ 277,789
Net income	56,637	59,810	53,094
Net realized gains on investments	5,470	3,692	1,695

Property and casualty insurance companies are subject to certain risk-based capital requirements (RBC) specified by the National Association of Insurance Commissioners. Under these requirements, a target minimum amount of capital and surplus maintained by a property/casualty insurance company is determined based on the various risk factors related to it. At December 31, 2023, the capital and surplus of AIIC and its subsidiaries exceeded the minimum RBC requirements.

Pursuant to regulatory requirements, AIIC cannot pay dividends to the Company in excess of the greater of 10% of statutory surplus, or statutory net income, excluding realized investment gains, for the preceding 12-month period, without the prior approval of the Nebraska Director of Insurance. However, for purposes of this dividend calculation, net income from the previous two calendar years may be carried forward to the extent that it has not already been paid out as dividends. AIIC paid \$56.0 million in dividends to the Company in 2023, \$77.7 million in 2022 and \$148.4 million in 2021. Based upon the dividend limitation described above, AIIC could pay to the Company dividends of up to \$52.6 million in 2024 without seeking regulatory approval.

**11. Capital Stock**

***Common Stock***

The Company is authorized to issue 50,000,000 shares of common stock, par value \$0.01 per share. At December 31, 2023, there were 20,704,448 shares of common stock issued and 19,135,008 shares outstanding.

***Preferred Stock***

The Company is authorized to issue 10,000,000 shares of preferred stock, par value \$0.01 per share. At December 31, 2023, there were no shares of preferred stock outstanding.

**12. Restricted Stock and Stock Options**

***2012 Equity and Incentive Compensation Plan***

In 2012, the Company's shareholders approved the AMERISAFE 2012 Equity and Incentive Compensation Plan (the 2012 Incentive Plan). The 2012 Incentive Plan is administered by the Compensation Committee of the Board and is designed to attract, retain and motivate non-employee directors, officers, key employees and consultants by providing incentives for superior performance. The 2012 Incentive Plan authorizes the grant of equity-based compensation in the form of option rights, appreciation rights, restricted shares, restricted stock units, cash incentive awards, performance shares and units, and other types of awards. In connection with the approval of the 2022 Equity and Incentive Compensation Plan (the 2022 Incentive Plan) by the Company's shareholders, no further grants will be made under the 2012 Incentive Plan. All grants made under the 2012 Incentive Plan will continue in effect, subject to the terms and conditions of the 2012 Incentive Plan.

In 2023, 32,928 shares of common stock were granted under the 2012 Incentive Plan, which will vest through 2027. In 2022, 40,959 shares of common stock and 1,062 shares of restricted stock were granted under the 2012 Incentive Plan which will vest through 2027.



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The following table summarizes information about the common and restricted stock activity under the 2012 Incentive Plan:

	Shares	Weighted Average Grant Date Fair Value per Share
Nonvested balance at January 1, 2021	15,314	60.23
Granted	27,388	64.36
Vested	(29,881)	63.03
Forfeited	—	—
Nonvested balance at December 31, 2021	12,821	62.52
Granted	42,021	48.08
Vested	(44,311)	49.21
Forfeited	—	—
Nonvested balance at December 31, 2022	10,531	60.92
Granted	18,561	52.35
Vested	(21,887)	53.65
Forfeited	(5,900)	50.97
Nonvested balance at December 31, 2023	<u>1,305</u>	55.18

The Company recognized a forfeiture benefit of \$43,000 in 2023 and compensation expense of \$232,000 and \$234,000 in 2022 and 2021, respectively, related to share-based grants. The Company recognized a forfeiture benefit of \$223,000 and compensation expense of \$1,608,000 and \$1,741,000 in 2022 and 2021, respectively, related to long-term incentive awards under the 2012 Incentive Plan. The long-term incentive award is a liability award.

**2022 Equity and Incentive Compensation Plan**

In 2022, the Company's shareholders approved the AMERISAFE 2022 Equity and Incentive Compensation Plan (the 2022 Incentive Plan). The 2022 Incentive Plan is administered by the Compensation Committee of the Board and is designed to attract, retain and motivate non-employee directors, officers, key employees and consultants by providing incentives for superior performance. The 2022 Incentive Plan authorizes the grant of equity-based compensation in the form of option rights, appreciation rights, restricted shares, restricted stock units, cash incentive awards, performance shares and units, and other types of awards.

A maximum of 500,000 shares of common stock may be issued or transferred upon the exercise of option rights or appreciation rights, as restricted shares and released from substantial risk of forfeiture, in payment of restricted stock units, in payment of performance shares or performance units that have been earned, as awards of shares of common stock, as other awards granted under the 2022 Incentive Plan, or in payment of dividend equivalents paid with respect to awards made under the plan subject to adjustment in the event of a merger, stock dividend, stock split or similar event, which may be original issue shares or treasury shares or a combination of the two.

In 2023, 33,369 restricted stock units were granted under the 2022 Incentive Plan, which will vest through 2027. At December 31, 2023, there were 442,694 shares of common stock available for future awards under the 2022 Incentive Plan.



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The following table summarizes information about the restricted stock activity under the 2022 Incentive Plan:

	Shares	Weighted Average Grant Date Fair Value per Share
Nonvested balance at January 1, 2021	—	—
Granted	—	—
Vested	—	—
Forfeited	—	—
Nonvested balance at December 31, 2021	—	—
Granted	2,098	47.65
Vested	—	—
Forfeited	—	—
Nonvested balance at December 31, 2022	2,098	47.65
Granted	—	—
Vested	(419)	47.65
Forfeited	—	—
Nonvested balance at December 31, 2023	<u>1,679</u>	47.65

The following table summarizes information about the restricted stock unit activity under the 2022 Incentive Plan:

	Shares	Weighted Average Grant Date Fair Value per Share
Nonvested balance at January 1, 2021	—	—
Granted	—	—
Vested	—	—
Forfeited	—	—
Nonvested balance at December 31, 2021	—	—
Granted	22,826	48.19
Vested	—	—
Forfeited	—	—
Nonvested balance at December 31, 2022	22,826	48.19
Granted	33,369	52.61
Vested	(7,989)	48.19
Forfeited	(987)	51.26
Nonvested balance at December 31, 2023	<u>47,219</u>	51.19

The Company recognized compensation expense of \$559,000 and \$137,000 in 2023 and 2022, respectively, related to share-based grants under the 2022 Incentive Plan. The Company recognized compensation expense of \$780,000 in 2023 related to long-term incentive awards under the 2022 Incentive Plan. The long-term incentive award is a liability award.

**Non-Employee Director Restricted Stock Plan**

The AMERISAFE Non-Employee Director Restricted Stock Plan (the Restricted Stock Plan) is administered by the Compensation Committee of the Board and provides for the automatic grant of restricted stock awards to non-employee directors of the Company. Awards to non-employee directors are generally subject to terms including non-transferability, immediate vesting upon death or total disability of a director, forfeiture of unvested shares upon termination of service by a director and acceleration of vesting upon a change of control of the Company. The maximum number of shares of common stock that may be issued pursuant to restricted stock awards under the Restricted Stock Plan is 150,000 shares, subject to the authority of the Board to adjust this amount in the event of a merger, consolidation, reorganization, stock split, combination of shares, recapitalization or similar transaction affecting the common stock. At December 31, 2023, there were 21,622 shares of common stock available for future awards under the Restricted Stock Plan.



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Under the Restricted Stock Plan, each non-employee director is automatically granted a restricted stock award for a number of shares equal to \$75,000 divided by the closing price of the Company's common stock on the date of the annual meeting of shareholders at which the non-employee director is elected or is continuing as a member of the Board. Each restricted stock award vests on the date of the next annual meeting of shareholders following the date of grant, subject to the continued service of the non-employee director.

As of December 31, 2023, there were 9,856 shares of restricted stock outstanding under the Non-Employee Director Restricted Stock Plan, all of which will vest on the date of the annual meeting of shareholders in 2024.

The following table summarizes information about the restricted stock activity under the Non-Employee Director Restricted Stock Plan:

	Shares	Weighted Average Grant Date Fair Value per Share
Nonvested balance at January 1, 2021	5,068	69.03
Granted	5,607	62.40
Vested	(5,068)	69.03
Forfeited	—	—
Nonvested balance at December 31, 2021	5,607	62.40
Granted	12,149	50.41
Vested	(5,868)	61.75
Forfeited	—	—
Nonvested balance at December 31, 2022	11,888	50.47
Granted	9,856	53.26
Vested	(10,402)	50.47
Forfeited	(1,486)	55.08
Nonvested balance at December 31, 2023	<u>9,856</u>	<u>53.26</u>

The Company recognized compensation expense of \$484,000, \$502,000, and \$344,000 in 2023, 2022, and 2021, respectively, related to the Non-Employee Director Restricted Stock Plan.

### 13. Earnings Per Share

The Company computes earnings per share (EPS) in accordance with FASB Accounting Standards Codification (ASC) Topic 260, *Earnings Per Share*. The Company has no participating unvested common shares which contain nonforfeitable rights to dividends and applies the treasury stock method in computing basic and diluted earnings per share.

Basic EPS is calculated by dividing net income by the weighted average number of common shares outstanding during the period.

The diluted EPS calculation includes potential common shares assumed issued under the treasury stock method, which reflects the potential dilution that would occur if any outstanding options were exercised or restricted stock becomes vested.



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The calculation of basic and diluted EPS for the years ended December 31, 2023, 2022 and 2021 are presented below.

	For the Year Ended December 31,		
	2023	2022	2021
	(in thousands, except earnings per share amounts)		
<b>Basic EPS:</b>			
Net income – basic	\$ 62,108	\$ 55,602	\$ 65,756
Basic weighted average common shares	19,149	19,233	19,332
Basic earnings per share	\$ 3.24	\$ 2.89	\$ 3.40
<b>Diluted EPS:</b>			
Net income – diluted	\$ 62,108	\$ 55,602	\$ 65,756
Diluted weighted average common shares:			
Weighted average common shares	19,149	19,233	19,332
Restricted stock and RSUs	77	89	77
Diluted weighted average common shares	19,226	19,322	19,409
Diluted earnings per common share	\$ 3.23	\$ 2.88	\$ 3.39

The table below sets forth the reconciliation of the weighted average shares used for the basic and diluted EPS calculation.

	Years Ended		
	2023	2022	2021
Basic weighted average common shares	19,149,080	19,233,241	19,332,391
Add: Other common shares eligible for common dividends:			
Restricted stock and RSUs	76,941	88,476	76,228
Diluted weighted average common shares	19,226,021	19,321,717	19,408,619

#### 14. Comprehensive Income and Accumulated Other Comprehensive Income (Loss)

Comprehensive income includes net income plus unrealized gains (losses) on our available-for-sale investment securities, net of tax. In reporting comprehensive income on a net basis in the statements of comprehensive income, we used a 21 percent tax rate. The difference between net income as reported and comprehensive income was due primarily to changes in unrealized gains and losses, net of tax, on available-for-sale debt securities. The following table illustrates the changes in the balance of each component of accumulated other comprehensive income (loss) for each period presented in the financial statements.

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
Balance, beginning of period	\$ (13,828)	\$ 13,537	\$ 21,019
Other comprehensive income (loss) before reclassification	6,202	(24,966)	(5,289)
Amounts reclassified from accumulated other comprehensive income (loss)	432	(2,399)	(2,193)
Net current period other comprehensive income (loss)	6,634	(27,365)	(7,482)
Balance, end of period	\$ (7,194)	\$ (13,828)	\$ 13,537

The sale or credit loss allowance adjustment of an available-for-sale security results in amounts being reclassified from accumulated other comprehensive income (loss) to current period net income. The effects of reclassifications out of accumulated other comprehensive income (loss) by the respective line items of net income are presented in the following table.

Component of Accumulated Other Comprehensive Income (Loss)	Year Ended December 31,			Affected line item in the statement of income
	2023	2022	2021	
	(in thousands)			
Unrealized gains (losses) on available-for-sale securities	\$ (547)	\$ 3,037	\$ 2,776	Net realized gains on investments
	(547)	3,037	2,776	Income before income taxes
	115	(638)	(583)	Income tax expense
	\$ (432)	\$ 2,399	\$ 2,193	Net income



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	Pre-Tax Amount	Tax Expense (Benefit) (in thousands)	Net-of-Tax Amount
<b>December 31, 2023</b>			
Unrealized gain on securities:			
Unrealized gain on available-for-sale securities	\$ 7,850	\$ 1,648	\$ 6,202
Reclassification adjustment for gains realized in net income	547	115	432
Net unrealized gain	8,397	1,763	6,634
Other comprehensive income	<u>\$ 8,397</u>	<u>\$ 1,763</u>	<u>\$ 6,634</u>
<b>December 31, 2022</b>			
Unrealized loss on securities:			
Unrealized loss on available-for-sale securities	\$ (31,602)	\$ (6,636)	\$ (24,966)
Reclassification adjustment for losses realized in net income	(3,037)	(638)	(2,399)
Net unrealized loss	(34,639)	(7,274)	(27,365)
Other comprehensive loss	<u>\$ (34,639)</u>	<u>\$ (7,274)</u>	<u>\$ (27,365)</u>
<b>December 31, 2021</b>			
Unrealized loss on securities:			
Unrealized loss on available-for-sale securities	\$ (6,695)	\$ (1,406)	\$ (5,289)
Reclassification adjustment for losses realized in net income	(2,776)	(583)	(2,193)
Net unrealized loss	(9,471)	(1,989)	(7,482)
Other comprehensive loss	<u>\$ (9,471)</u>	<u>\$ (1,989)</u>	<u>\$ (7,482)</u>

**15. Employee Benefit Plan**

The Company's 401(k) benefit plan is available to all employees. The Company matches 50% of employee contributions up to 6% of compensation for participating employees, subject to certain limitations. Employees are fully vested in employer contributions to this plan after five years. Company contributions to this plan were \$0.7 million in each of 2023, 2022 and 2021.

**16. Commitments and Contingencies**

The Company is a party to various legal actions arising principally from claims made under insurance policies and contracts. Those actions are considered by the Company in estimating reserves for loss and loss adjustment expenses. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or results of operations.

The Company provides workers' compensation insurance in several states that maintain second-injury funds. Incurred losses on qualifying claims that exceed certain amounts may be recovered from these state funds. There is no assurance that the applicable states will continue to provide funding under these programs.

The Company manages risk on certain long-duration claims by settling these claims through the purchase of annuities from unaffiliated carriers. In the event these carriers are unable to meet their obligations under these contracts, the Company could be liable



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to the claimants. The following table summarizes the fair value of the annuities at December 31, 2023, that the Company has purchased to satisfy its obligations.

Life Insurance Company	A.M. Best Rating	Statement Value of Annuities Exceeding 1% of Statutory Surplus (in thousands)
Pacific Life Insurance Company	A+	\$ 20,961
Metropolitan Tower Life Insurance Company	A+	15,173
American General Life Insurance Company	A	14,171
United of Omaha Life Insurance Company	A+	10,316
Brighthouse Financial Life Insurance Company	A	9,039
New York Life Insurance Company	A++	8,271
Berkshire Hathaway Life Insurance Company of Nebraska	A++	7,226
John Hancock Life Insurance Company	A+	5,569
Athene Annuity and Life Company	A	3,644
Protective Life Insurance Company	A+	3,514
Wilton Reassurance Company	A+	2,971
Other		6,041
		<u>\$ 106,896</u>

Substantially all of the annuities are issued or guaranteed by life insurance companies that have an A.M. Best Company rating of "A" (Excellent) or better.

The Company has operating and finance leases for office space and equipment. Our leases have remaining lease terms of one month to 47 months, some of which include options to extend the leases for up to five years.

The components of lease expense were as follows:

	Year Ended December 31,	
	2023	2022
	(in thousands)	
Operating lease cost	<u>\$ 108</u>	<u>\$ 103</u>
Finance lease cost:		
Amortization of right-of-use assets	320	193
Interest on lease liabilities	8	9
Total finance lease cost	<u>\$ 328</u>	<u>\$ 202</u>

Supplemental cash flow information related to leases was as follows:

	Year Ended December 31,	
	2023	2022
	(in thousands)	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ (77)	\$ (87)
Operating cash flows from finance leases	8	9
Financing cash flows from finance leases	91	58

Right-of-use assets obtained in the exchange for the lease obligations were as follows:

	December 31,	
	2023	2022
	(in thousands)	
Operating leases	\$ 26	\$ 45
Finance leases	99	122



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Supplemental balance sheet information related to leases was as follows:

	December 31, 2023	December 31, 2022	Balance Sheet Classification
	(in thousands)		
<b>Operating leases:</b>			
Operating lease right-of-use assets	\$ 29	\$ 106	Other assets
Operating lease liabilities	\$ 29	\$ 106	Accounts payable and other liabilities
<b>Finance leases:</b>			
Finance lease right-of-use assets	\$ 462	\$ 362	
Finance lease accumulated amortization right-of-use assets	(320)	(193)	
Property and equipment, net	\$ 142	\$ 169	Property and equipment, net
Finance lease liabilities	\$ 238	\$ 230	Accounts payable and other liabilities

	December 31, 2023	2022
<b>Weighted average remaining lease term:</b>		
Operating leases	0.7 years	1.2 years
Finance leases	2.9 years	3.0 years
<b>Weighted average discount rate:</b>		
Operating leases	6.66 %	1.59 %
Finance leases	5.52 %	3.33 %

The following is a maturity analysis of the annual undiscounted cash flows of the operating and finance lease liabilities as of December 31, 2023:

	Operating Leases (in thousands)	Finance Leases
2024	\$ 29	\$ 97
2025	1	93
2026	—	49
2027	—	22
2028	—	—
Total lease payments	30	261
Less imputed interest	1	23
Total	\$ 29	\$ 238

Rental expense was \$0.1 million in 2023, \$0.1 million in 2022 and \$0.2 million in 2021.



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**17. Concentration of Operations**

The Company derives its premium revenues from its operations in the workers' compensation insurance line of business.

Net premiums earned during 2023, 2022 and 2021 for the top ten states in 2023 and all others are shown below:

	2023		2022		2021	
	Dollars	Percent	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)					
Florida	\$ 33,838	12.7 %	\$ 31,955	11.8 %	\$ 31,514	11.4 %
Georgia	30,504	11.4 %	30,831	11.3 %	34,772	12.6 %
Louisiana	21,150	7.9 %	21,804	8.0 %	20,476	7.4 %
Pennsylvania	19,963	7.5 %	21,017	7.7 %	19,574	7.1 %
North Carolina	16,432	6.2 %	17,883	6.6 %	15,964	5.8 %
Illinois	13,072	4.9 %	12,209	4.5 %	13,680	5.0 %
Wisconsin	11,724	4.4 %	12,007	4.4 %	13,108	4.7 %
Virginia	10,400	3.8 %	11,537	4.3 %	12,579	4.6 %
South Carolina	9,050	3.4 %	9,808	3.6 %	9,186	3.3 %
Minnesota	8,845	3.3 %	9,827	3.6 %	10,612	3.8 %
All others	92,147	34.5 %	92,820	34.2 %	94,528	34.3 %
Total net premiums earned	<u>\$ 267,125</u>	<u>100.0 %</u>	<u>\$ 271,698</u>	<u>100.0 %</u>	<u>\$ 275,993</u>	<u>100.0 %</u>

**18. Fair Values of Financial Instruments**

The Company determines fair value amounts for financial instruments using available third-party market information. When such information is not available, the Company determines the fair value amounts using appropriate valuation methodologies. Nonfinancial instruments such as real estate, property and equipment, deferred policy acquisition costs, deferred income taxes and loss and loss adjustment expense reserves are excluded from the fair value disclosure.

*Cash and Cash Equivalents*—The carrying amounts reported in the accompanying consolidated balance sheets for these financial instruments approximate their fair values.

*Investments*—The Company's fixed maturity securities are priced by an independent pricing service. The prices provided by the independent pricing service are estimated based on observable market data in active markets utilizing pricing models and processes, which may include benchmark yields, reported trades, broker/dealer quotes, issuer spreads, benchmark securities, bids, offers, sector groupings, matrix pricing and reference data. The Company reviews the prices provided by pricing services for reasonableness and compares them to prices provided by the Company's custodian which uses different pricing services.

*Short-Term Investments*—The carrying amounts reported in the accompanying consolidated balance sheets for these financial instruments approximate their fair value.

The following table summarizes the carrying or reported values and corresponding fair values for financial instruments:

	December 31,			
	2023		2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(in thousands)			
Assets:				
Fixed maturity securities—held-to-maturity	\$ 483,575	\$ 473,092	\$ 491,688	\$ 468,144
Fixed maturity securities—available-for-sale	317,064	317,064	321,121	321,121
Equity securities	57,147	57,147	62,058	62,058
Short-term investments	—	—	14,120	14,120
Cash and cash equivalents	38,682	38,682	61,469	61,469



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

The Company carries available-for-sale securities and equity securities at fair value in our consolidated financial statements and determines fair value measurements and disclosure in accordance with FASB ASC Topic 820, *Fair Value Measurements and Disclosures*.

The Company determines the fair values of its financial instruments based on the fair value hierarchy established in ASC Topic 820, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard defines fair value, describes three levels of inputs that may be used to measure fair value, and expands disclosures about fair value measurements.

Fair value is defined in ASC Topic 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is the price to sell an asset or transfer a liability and, therefore, represents an exit price, not an entry price. Fair value is the exit price in the principal market (or, if lacking a principal market, the most advantageous market) in which the reporting entity would transact. Fair value is a market-based measurement, not an entity-specific measurement, and, as such, is determined based on the assumptions that market participants would use in pricing the asset or liability. The exit price objective of a fair value measurement applies regardless of the reporting entity's intent and/or ability to sell the asset or transfer the liability at the measurement date.

ASC Topic 820 requires the use of valuation techniques that are consistent with the market approach, the income approach and/or the cost approach. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets and liabilities. The income approach uses valuation techniques to convert future amounts, such as cash flows or earnings, to a single present value amount on a discounted basis. The cost approach is based on the amount that currently would be required to replace the service capacity of an asset, also known as current replacement cost. Valuation techniques used to measure fair value are to be consistently applied.

In ASC Topic 820, inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk, for example, the risk inherent in a particular valuation technique used to measure fair value (such as a pricing model) and/or the risk inherent in the inputs to the valuation technique. Inputs may be observable or unobservable:

- Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the reporting entity.
- Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

Valuation techniques used to measure fair value are intended to maximize the use of observable inputs and minimize the use of unobservable inputs. ASC Topic 820 establishes a fair value hierarchy that prioritizes the use of inputs used in valuation techniques into the following three levels:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, or inputs that are derived principally from or corroborated by observable market data.
- Level 3 inputs are unobservable inputs for the asset or liability. Unobservable inputs are to be used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

In general, fair value is based upon quoted market prices, where available. If such quoted market prices are not available, fair value is based upon internally developed models that primarily use, as inputs, observable market-based parameters.

The fair values of the Company's investments are based upon prices provided by an independent pricing service. The Company has reviewed these prices for reasonableness and has not adjusted any prices received from the independent provider. Securities reported at fair value utilizing Level 1 inputs represent assets whose fair value is determined based upon observable unadjusted quoted market prices for identical assets in active markets. Level 2 securities represent assets whose fair value is determined using observable



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

market information such as previous day trade prices, quotes from less active markets or quoted prices of securities with similar characteristics. There were no transfers between Level 1 and Level 2 during the year ended December 31, 2023.

Assets measured at fair value on a recurring basis as of December 31, 2023 and 2022 are as follows:

	Level 1 Inputs	December 31, 2023		Level 3 Inputs	Total Fair Value
		Level 2 Inputs			
		(in thousands)			
Financial instruments carried at fair value, classified as part of:					
Securities available-for-sale—fixed maturity:					
States and political subdivisions	\$ —	\$ 131,895	\$ —	\$ —	\$ 131,895
Corporate bonds	—	166,753	—	—	166,753
U.S. agency-based mortgage-backed securities	—	4,745	—	—	4,745
U.S. Treasury securities	13,671	—	—	—	13,671
Total securities available-for-sale—fixed maturity	13,671	303,393	—	—	317,064
Equity securities:					
Domestic common stock	57,147	—	—	—	57,147
Total	\$ 70,818	\$ 303,393	\$ —	\$ —	\$ 374,211

	Level 1 Inputs	December 31, 2022		Level 3 Inputs	Total Fair Value
		Level 2 Inputs			
		(in thousands)			
Financial instruments carried at fair value, classified as part of:					
Securities available-for-sale—fixed maturity:					
States and political subdivisions	\$ —	\$ 156,656	\$ —	\$ —	\$ 156,656
Corporate bonds	—	144,788	—	—	144,788
U.S. agency-based mortgage-backed securities	—	5,446	—	—	5,446
U.S. Treasury securities	14,231	—	—	—	14,231
Total securities available-for-sale—fixed maturity	14,231	306,890	—	—	321,121
Equity securities:					
Domestic common stock	62,058	—	—	—	62,058
Total	\$ 76,289	\$ 306,890	\$ —	\$ —	\$ 383,179

Assets measured at amortized cost net of allowance for credit losses as of December 31, 2023 and 2022 are as follows:

	Level 1 Inputs	December 31, 2023		Level 3 Inputs	Total Fair Value
		Level 2 Inputs			
(in thousands)					
Securities held-to-maturity—fixed maturity:					
States and political subdivisions	\$ —	\$ 408,970	\$ —	\$ 408,970	
Corporate bonds	—	49,948	—	49,948	
U.S. agency-based mortgage-backed securities	—	3,199	—	3,199	
U.S. Treasury securities	10,939	—	—	10,939	
Asset-backed securities	—	36	—	36	
Total held-to-maturity	\$ 10,939	\$ 462,153	\$ —	\$ 473,092	



**AMERISAFE, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023**

	Level 1 Inputs	December 31, 2022		Level 3 Inputs	Total Fair Value
		Level 2 Inputs	(in thousands)		
Securities held-to-maturity—fixed maturity:					
States and political subdivisions	\$ —	\$ 395,944	\$ —	\$ —	\$ 395,944
Corporate bonds	—	55,851	—	—	55,851
U.S. agency-based mortgage-backed securities	—	3,576	—	—	3,576
U.S. Treasury securities	12,706	—	—	—	12,706
Obligations of U.S. government agencies	—	—	—	—	—
Asset-backed securities	—	67	—	—	67
Total held-to-maturity	<u>\$ 12,706</u>	<u>\$ 455,438</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 468,144</u>

At December 31, 2023 and 2022, the Company did not hold any securities measured at fair value on a nonrecurring basis due to expected credit losses.

#### 19. Capital Management

The Company's Board of Directors initiated a share repurchase program in February 2010. In October 2016, the Board reauthorized this program with a limit of \$25.0 million with no expiration date. There were 46,741 shares repurchased under this program in 2023 for \$2.2 million, or an average price of \$46.45, including commissions and excise tax. There were 264,449 shares repurchased under this program in 2022 for \$12.4 million, or an average price of \$46.84, including commissions. There were no shares repurchased under this program in 2021. Since the beginning of this plan, the Company has repurchased a total of 1,569,440 shares for \$36.9 million, or an average price of \$23.53, including commissions and excise tax.

In 2013, the Company's Board of Directors initiated a regular quarterly dividend. During 2023, the Company's Board of Directors declared a quarterly dividend of \$0.34 per share compared to \$0.31 per share in 2022, and \$0.29 per share in 2021. The Company declared extraordinary dividends totaling \$3.50 in 2023 and \$4.00 in both 2022 and 2021.

#### 20. Subsequent Events

On February 19, 2024 the Company declared a regular quarterly cash dividend of \$0.37 per share payable on March 22, 2024 to shareholders of record as of March 8, 2024. The Board considers the payment of a regular cash dividend each calendar quarter.



## Schedule II. Condensed Financial Information of Registrant

AMERISAFE, INC.  
CONDENSED BALANCE SHEETS

	2023	December 31, (in thousands)	2022
<b>Assets:</b>			
Investments:			
Fixed maturity securities—available-for-sale, at fair value (amortized cost \$24,309 and \$19,824 in 2023 and 2022, respectively)	\$	24,283	\$ 19,470
Equity securities, at fair value (cost \$7,108 and \$10,007 in 2023 and 2022, respectively)		9,857	13,602
Short-term investments		—	10,145
Investment in subsidiaries		249,159	239,664
Total investments		283,299	282,881
Cash and cash equivalents		6,635	31,911
Deferred income taxes		880	982
Notes receivable from subsidiaries		1,925	1,855
Property and equipment, net		1,933	2,736
Federal income tax recoverable		784	543
Other assets		1,099	1,752
<b>Total assets</b>	<b>\$</b>	<b>296,555</b>	<b>\$ 322,660</b>
<b>Liabilities and shareholders' equity</b>			
Liabilities:			
Accounts payable and other liabilities		4,104	5,228
<b>Total liabilities</b>		4,104	5,228
Shareholders' equity (net of Treasury stock of \$36,929 and \$34,758 at December 31, 2023 and 2022, respectively)		292,451	317,432
<b>Total liabilities and shareholders' equity</b>	<b>\$</b>	<b>296,555</b>	<b>\$ 322,660</b>



Schedule II. Condensed Financial Information of Registrant – (Continued)

AMERISAFE, INC.  
CONDENSED STATEMENTS OF INCOME

	2023	Year Ended December 31, 2022 (in thousands)	2021
<b>Revenues</b>			
Net investment income	\$ 4,861	\$ 2,395	\$ 896
Net unrealized gains (losses) on equity securities	(845)	(490)	2,590
Fee and other income	8,933	9,533	8,541
Total revenues	12,949	11,438	12,027
<b>Expenses</b>			
Other operating costs	8,932	9,533	8,541
Total expenses	8,932	9,533	8,541
Income before income taxes and equity in earnings of subsidiaries	4,017	1,905	3,486
Income tax expense (benefit)	1,055	714	(1,188)
Gain before equity in earnings of subsidiaries	2,962	1,191	4,674
Equity in net income of subsidiaries	59,146	54,411	61,083
Net income	<u>\$ 62,108</u>	<u>\$ 55,602</u>	<u>\$ 65,757</u>



## Schedule II. Condensed Financial Information of Registrant – (Continued)

AMERISAFE, INC.  
CONDENSED STATEMENTS OF CASH FLOWS

	2023	Year Ended December 31, 2022 (in thousands)	2021
<b>Operating activities</b>			
Net cash provided by operating activities	\$ 5,591	\$ 6,121	\$ 6,622
<b>Investing activities</b>			
Purchases of investments	(24,885)	(31,909)	(87,289)
Proceeds from sales of investments	35,013	75,950	28,780
Purchases of property and equipment	(482)	(1,903)	(1,277)
Dividends from subsidiary	56,000	77,700	148,400
Net cash provided by investing activities	65,646	119,838	88,614
<b>Financing activities</b>			
Finance lease purchases	(91)	(58)	(44)
Share-based compensation related tax withholding	(944)	—	—
Purchase of treasury stock	(2,171)	(12,388)	—
Dividends to shareholders	(93,307)	(100,427)	(99,929)
Net cash used in financing activities	(96,513)	(112,873)	(99,973)
Change in cash and cash equivalents	(25,276)	13,086	(4,737)
Cash and cash equivalents at beginning of year	31,911	18,825	23,562
Cash and cash equivalents at end of year	<u>\$ 6,635</u>	<u>\$ 31,911</u>	<u>\$ 18,825</u>



Schedule VI. Supplemental Information Concerning Property—Casualty Insurance Operations

AMERISAFE, INC. AND SUBSIDIARIES

	Deferred Policy Acquisition Costs	Reserves for Unpaid Loss and Loss Adjustment Expense	Unearned Premium	Net Premiums Earned	Net Investment Income (in thousands)	Loss and LAE Related to Current Period	Loss and LAE Related to Prior Periods	Amortization of Deferred Policy Acquisition Costs	Paid Claims and Claim Adjustment Expenses	Net Premiums Written
2023	\$ 17,975	\$ 673,994	\$ 116,585	\$ 267,125	\$ 31,339	\$ 189,659	\$ (41,396 )	\$ (40,859 )	\$ 177,497	\$ 268,734
2022	17,401	696,037	114,976	271,698	27,223	192,907	(40,591 )	(39,852 )	194,846	265,583
2021	17,059	745,278	121,092	275,993	25,435	222,715	(61,917 )	(38,481 )	189,640	267,825



**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 9A. Controls and Procedures.**

*Evaluation of Disclosure Controls and Procedures*

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report to provide reasonable assurance that information we are required to disclose in reports that are filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms specified by the SEC. We note that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving the stated goals under all potential future conditions.

*Management's Report on Internal Control over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities and Exchange Act of 1934. Our internal control over financial reporting is a process designed under the supervision of our Chief Executive Officer and our Chief Financial Officer, and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles.

Management has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria described in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on management's assessment under the framework in Internal Control—Integrated Framework, our management has concluded that our internal control over financial reporting was effective as of December 31, 2023.

Our independent registered public accounting firm, Ernst & Young LLP, has audited the effectiveness of internal controls over financial reporting, as stated in their report included herein.

*Changes in Internal Control Over Financial Reporting*

There have not been any changes in our internal control over financial reporting during the fourth quarter of the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

*Limitations on Controls*

Because of its inherent limitations, management does not expect that our disclosure controls and procedures and our internal controls over financial reporting will prevent or detect all misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with policies and procedures may deteriorate. Any control system, no matter how well designed and operated, is based upon certain assumptions and can only provide reasonable, not absolute assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to errors or fraud will not occur or that all control issues and instances of fraud, if any within the Company, have been detected.



## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of  
AMERISAFE, Inc. and subsidiaries

### Opinion on Internal Control Over Financial Reporting

We have audited AMERISAFE, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission 2013 framework (the COSO criteria). In our opinion, AMERISAFE, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2023 consolidated financial statements of the Company and our report dated February 23, 2024 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Inherent Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

New Orleans, LA  
February 23, 2024



**Item 9B. Other Information.**

None of the Company's directors or officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the Company's fiscal quarter ended December 31, 2023.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not Applicable.



### PART III

#### **Item 10. Directors, Executive Officers and Corporate Governance.**

The information required by Item 10 with respect to our executive officers is included in Part I of this report.

The information required by Item 10 with respect to our directors is incorporated by reference to the information included under the caption "Election of Directors" in our Proxy Statement for the 2024 Annual Meeting of Shareholders. We plan to file our Proxy Statement within 120 days after December 31, 2023, the end of our fiscal year.

The information required by Item 10 with respect to our audit committee and our audit committee financial expert is incorporated by reference to the information included under the caption "The Board, Its Committees and Its Compensation—Audit Committee" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.

The information required by Item 10 with respect to our code of business conduct and ethics for executive and financial officers and directors is posted on our website at [www.amerisafe.com](http://www.amerisafe.com) in the Investor Relations section under "Corporate Governance—Governance Documents—Code of Business Conduct and Ethics." We will post information regarding any amendment to, or waiver from, our code of business conduct and ethics on our website in the Investor Relations section under Corporate Governance.

#### **Item 11. Executive Compensation.**

The information required by Item 11 is incorporated by reference to the information included under the captions "Executive Compensation," "The Board, Its Committees, and Its Compensation—Director Compensation," "Compensation Committee Interlocks and Insider Participation," "Compensation Discussion and Analysis" and "Compensation Committee Report" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

The information required by Item 12 is incorporated by reference to the information included under the captions "Security Ownership of Management and Certain Beneficial Holders" and "Equity Compensation Plan Information" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence.**

The information required by Item 13 with respect to certain relationships and related transactions is incorporated by reference to the information included under the caption "Executive Compensation—Certain Relationships and Related Transactions" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.

The information required by Item 13 with respect to director independence is incorporated by reference to the information included under the caption "The Board, Its Committees and Its Compensation—Director Independence" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.

#### **Item 14. Principal Accountant Fees and Services.**

The information required by Item 14 with respect to the fees and services of Ernst & Young LLP, our independent registered public accounting firm, and the audit committee's pre-approved policies and procedures, are incorporated by reference to the information included under the caption "Independent Public Accountants" in our Proxy Statement for the 2024 Annual Meeting of Shareholders.



## PART IV

### Item 15. Exhibits and Financial Statement Schedules.

The following consolidated financial statements and schedules are filed in Item 8 of Part II of this report:

	Page
<b>Financial Statements:</b>	
<a href="#"><u>Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)</u></a>	52
<a href="#"><u>Consolidated Balance Sheets</u></a>	54
<a href="#"><u>Consolidated Statements of Income</u></a>	55
<a href="#"><u>Consolidated Statements of Comprehensive Income</u></a>	56
<a href="#"><u>Consolidated Statements of Changes in Shareholders' Equity</u></a>	57
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(Schedules I, III, IV and V are not applicable and have been omitted.)

## EXHIBIT INDEX

Exhibits:	
3.1	<a href="#"><u>Amended and Restated Certificate of Formation of AMERISAFE, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed August 6, 2010)</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed August 6, 2010)</u></a>
4.1	<a href="#"><u>Description of the Registrant's Securities Registered (incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K filed February 26, 2021)</u></a>
10.1*	<a href="#"><u>Amended and Restated Employment Agreement, dated March 4, 2015 by and between the Company and G. Janelle Frost (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed March 5, 2015)</u></a>
10.2*	<a href="#"><u>Employment Agreement, dated January 15, 2013 by and between the Company and Vincent J. Gagliano (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K filed March 6, 2013)</u></a>
10.3*	<a href="#"><u>Employment Agreement effective as of March 1, 2016 by and between the Company and Kathryn H. Shirley (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed April 29, 2016)</u></a>
10.4*	<a href="#"><u>Employment Agreement effective as of September 1, 2022 by and between the Company and Anastasios Omiridis (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 25, 2022)</u></a>
10.5*	<a href="#"><u>Employment Agreement effective as of July 24, 2023 by and between the Company and Raymond F. Wise (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on July 28, 2023)</u></a>
10.6*	<a href="#"><u>Consulting Agreement, dated October 11, 2023, between Andrew McCray and the Company (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K on October 16, 2023).</u></a>
10.7*	<a href="#"><u>AMERISAFE, Inc. 2012 Equity and Incentive Compensation Plan (incorporated by reference to Appendix A to the Company's Proxy Statement on Schedule 14A filed April 27, 2017)</u></a>
10.8*	<a href="#"><u>Form of 2012 Equity and Incentive Compensation Plan Long-Term Incentive Award Agreement (incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K filed February 27, 2015)</u></a>
10.9*	<a href="#"><u>AMERISAFE, Inc. 2018 Non-Employee Director Restricted Stock Plan (incorporated by reference to Appendix A to the Company's Proxy Statement on Schedule 14A filed April 27, 2018)</u></a>
10.10*	<a href="#"><u>Form of 2012 Equity and Incentive Compensation Plan Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K filed February 28, 2014)</u></a>
10.11*	<a href="#"><u>Form of Director and Officer Indemnification Agreement (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed August 6, 2010)</u></a>



- 10.12\* [Form of Annual Incentive Compensation Agreement \(incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K filed February 26, 2016\)](#)
- 10.13\* [Form of 2012 Plan Share Withholding Letter \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed October 28, 2022\)](#)
- 10.14\* [AMERISAFE, Inc. 2022 Equity and Incentive Compensation Plan \(incorporated by reference to Appendix A to the Company's Proxy Statement on Schedule 14A filed April 29, 2022\)](#)
- 10.15\* [Form of 2022 Equity and Incentive Compensation Plan Restricted Share Units Award Agreement \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 25, 2022\)](#)
- 10.16\* [Form of 2022 Long-Term Incentive Plan Award Agreement \(incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K filed February 21, 2023\)](#)
- 10.17 [Second Casualty Excess of Loss Reinsurance Agreement, effective as of January 1, 2012 issued to the Company by the reinsurers named therein \(incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K filed March 9, 2012\)](#)
- 10.18 [Casualty Excess of Loss Reinsurance Contract, effective as of January 1, 2014, issued to the Company by the reinsurers named therein \(incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K filed February 27, 2015\)](#)
- 10.19 [Casualty Excess of Loss Reinsurance Contract effective as of January 1, 2017, issued to the Company by the reinsurers named therein \(incorporated by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K filed February 24, 2017\)](#)
- 10.20 [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2019, issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.20 to the Company's annual Report on Form 10-K filed February 28, 2019\)](#)
- 10.21 [Casualty Excess of Loss Reinsurance Contract effective as of January 1, 2020, issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K filed February 25, 2020\)](#)
- 10.22 [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2020, issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K filed February 25, 2020\)](#)
- 10.23 [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2021, issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K filed February 26, 2021\)](#)
- 10.24† [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2022, issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K filed February 25, 2022\)](#)
- 10.25† [Form of Casualty Excess of Loss Reinsurance Contract effective as of January 1, 2023 issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K filed February 21, 2023\)](#)
- 10.26† [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2023 issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.28 to the Company's Annual Report on Form 10-K filed February 21, 2023\)](#)
- 10.27† [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2023 issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K filed February 21, 2023\)](#)
- 10.28† [Structured Excess of Loss Reinsurance Contract effective as of January 1, 2023 issued to the Company by the reinsurers named herein \(incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K filed February 21, 2023\)](#)
- 10.29† [Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2024](#)
- 10.30† [Casualty Per Occurrence Excess of Loss Reinsurance Contract effective as of January 1, 2024](#)



10.31†	<a href="#">Private Casualty Catastrophe Excess of Loss Reinsurance Contract effective as of January 1, 2024</a>
21.1	<a href="#">Subsidiaries of the Company (incorporated by reference to Exhibit 21.1 to the Company's Annual Report on Form 10-K filed February 26, 2016)</a>
23.1	<a href="#">Consent of Ernst &amp; Young LLP</a>
24.1	<a href="#">Powers of Attorney for our directors and certain executive officers</a>
31.1	<a href="#">Certification of G. Janelle Frost filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification of Anastasios Omiridis filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1	<a href="#">Certification of G. Janelle Frost and Anastasios Omiridis filed pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
97.1	<a href="#">AMERISAFE, Inc. Clawback Policy</a>
101.INS	XBRL Instance Document – The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema with Embedded Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

\* Management contract, compensatory plan or arrangement

† Certain confidential information contained in this Exhibit has been omitted by means of redacting a portion of the text and replacing it with [\*\*\*], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from the Exhibit because it is: (i) not material and (ii) the Company treats such information as private or confidential.

**Item 16. Form 10-K Summary.**

Not applicable.



## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on February 23, 2024.

AMERISAFE, INC.

By: /s/ G. Janelle Frost  
**G. Janelle Frost**  
President, Chief Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 23, 2024.

<u>/s/ G. Janelle Frost</u> <b>G. Janelle Frost</b>	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Anastasios Omiridis</u> <b>Anastasios Omiridis</b>	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>*</u> <b>Jared A. Morris</b>	Chairman and Director
<u>*</u> <b>Michael J. Brown</b>	Director
<u>*</u> <b>Teri G. Fontenot</b>	Director
<u>*</u> <b>Philip A. Garcia</b>	Director
<u>*</u> <b>Billy B. Greer</b>	Director
<u>*</u> <b>Randall Roach</b>	Director
<u>*</u> <b>Sean Traynor</b>	Director

Kathryn H. Shirley, by signing her name hereto, does hereby sign this Annual Report on Form 10-K on behalf of the above-named directors of AMERISAFE, Inc. on this 23rd day of February 2024, pursuant to powers of attorney executed on behalf of such directors and contemporaneously filed with the Securities and Exchange Commission.

\*By: /s/ Kathryn H. Shirley  
**Kathryn H. Shirley, Attorney-in-Fact**



† Certain confidential information contained in this Exhibit have been omitted by means of redacting a portion of the text and replacing it with [\*\*\*], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from this Exhibit because it is: (i) not material and (ii) the registrant treats such information as private or confidential.

**Exhibit 10.29**

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
both of Omaha, Nebraska  
and**

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS  
Austin, Texas  
and**

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**

**CASUALTY PER OCCURRENCE EXCESS OF LOSS  
REINSURANCE CONTRACT**

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**CASUALTY PER OCCURRENCE EXCESS OF LOSS  
REINSURANCE CONTRACT**  
(the "Contract")

between

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.**  
both of Omaha, Nebraska

and

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**  
Austin, Texas

and

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**  
(collectively, the "Company")

and

**THE SUBSCRIBING REINSURER(S) EXECUTING THE  
INTERESTS AND LIABILITIES AGREEMENT(S)  
ATTACHED HERETO**  
(the "Reinsurer")

**ARTICLE I**

**BUSINESS COVERED**

By this Contract the Reinsurer agrees to reinsure the excess liability of the Company under its Policies that are in force at the effective time and date hereof or issued or renewed at or after that time and date, and classified by the Company as Workers' Compensation, Employers Liability, including but not limited to coverage provided under the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, Outer Continental Shelf Lands Act and any other Federal Coverage extensions, subject to the terms, conditions and limitations hereafter set forth. Coverage hereunder includes Policies classified as loss sensitive, including but not limited to large deductible Policies.



## **ARTICLE II**

### **TERM**

- A. This Contract will apply to all losses occurring during the period January 1, 2024, 12:01 a.m. Standard Time (as set forth in the Company's Policies), to January 1, 2025, 12:01 a.m. Standard Time.
- B. Upon the expiration or termination of this Contract, the entire liability of the Reinsurer for losses occurring subsequent to the date of expiration shall cease concurrently with the date of expiration of this Contract.
- C. Notwithstanding the above, upon expiration or termination of this Contract, the Company shall have the option of requiring that the Reinsurer shall remain liable for losses occurring under Policies in force on the expiration or termination date of this Contract until the next renewal, termination, or natural expiration date of such Policies or until 12 months (plus "odd time," not to exceed 18 months in all) following the date of expiration (whichever occurs first).
- D. If this Contract expires while a Loss Occurrence covered hereunder is in progress, the Reinsurer's liability hereunder shall, subject to the other terms and conditions of this Contract, be determined as if the entire Loss Occurrence had occurred prior to the expiration of this Contract, provided that no part of such Loss Occurrence is claimed against any renewal or replacement of this Contract.

## **ARTICLE III**

### **SPECIAL TERMINATION AND OTHER REMEDIES**

- A. The Company may terminate the share of the Reinsurer and/or exercise any other provisions provided hereunder as respects said Reinsurer at any time, either during the term or after the expiration of this Contract, upon said Reinsurer's experiencing one or more Special Termination Event(s). A "Special Termination Event" shall be deemed to have occurred in the event of any of the following circumstances:
  - 1. A State Insurance Department or other legal authority orders the Reinsurer to cease writing business;
  - 2. The Reinsurer has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations;
  - 3. For any period not exceeding 12 months which commences no earlier than 12 months prior to the inception of this Contract, the Reinsurer's policyholders' surplus, as reported in the financial statements of the Reinsurer, has been reduced by 20.0% or more;



4. The Reinsurer has announced its intent to, or has, become merged with, acquired or controlled by any company, corporation, or individual(s) not controlling the Reinsurer's operations previously;
5. The Reinsurer has reinsured its entire liability under this Contract without the Company's prior written consent;
6. The Reinsurer's A.M. Best financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the A.M. Best Rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
7. The Reinsurer's S&P Global Ratings financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the S&P Global Ratings financial strength rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
8. The Reinsurer has announced its intent to cease, or has ceased, writing new and renewal reinsurance for the lines of business covered hereunder;
9. The Reinsurer has failed to comply with the funding requirements set forth in the RESERVES AND FUNDING ARTICLE;
10. The Reinsurer, directly or through the actions of a parent company or an affiliated entity, has invoked any statute, legislation, or jurisprudence that purports to enable the Reinsurer to:
  - a. Require the Company to settle its claims liabilities, including but not limited to any estimated or undetermined claims liabilities under this Contract, on an accelerated basis. This does not include any attempt to enforce a settlement of claims liabilities under a commutation process to which the parties have agreed; or
  - b. Novate its liabilities under this Contract to a third party without the Company's prior written consent;
11. The Reinsurer has transferred its claims-paying authority under this Contract to an unaffiliated entity or in any other way has assigned its interests or delegated its obligations under this Contract to an unaffiliated entity without the Company's prior written consent. Notwithstanding the foregoing, the transfer of claims-paying authority or administration to a third party, where the Reinsurer maintains control over claims settlement decisions, shall not constitute a transfer of its claims-paying authority for purposes of this subparagraph;
12. The Reinsurer receives a government-backed credit facility or capital infusion;
13. Where the Reinsurer is publicly traded, the Reinsurer's market capitalization is reduced by 50.0% or more from its market capitalization at the inception of this Contract.



- B. Unless it is prohibited by law from doing so, immediately upon the Reinsurer's knowledge of a Special Termination Event, the Reinsurer must notify the Company of such an event in writing, by electronic mail, certified mail, or by a nationally or internationally recognized delivery service. Failure or delay of the Reinsurer to provide such notice shall not constitute a waiver of the Company's rights or remedies contained herein or under law or equity, nor prevent the Company from asserting its rights hereunder at any time.
- C. Where a Special Termination Event has taken place and after giving the Reinsurer 15 days' prior written notice by electronic mail, certified mail, or by a nationally or internationally recognized delivery service, the Company may invoke any one or a combination of the following:
1. The Company may terminate or reduce the Reinsurer's share hereunder effective as of the end of the 15-day notice period or as of the first day of the calendar quarter during which the 15-day notice period ended. In such event, the Company may elect that:
    - a. As respects each Policy in force at the date of termination or reduction, the Reinsurer shall remain liable for all losses occurring from the effective date of the Policy to the end of the run-off period, as provided in paragraph C of the TERM ARTICLE; or
    - b. The entire liability of the Reinsurer for losses occurring subsequent to the date of termination shall cease concurrently with the date of termination, as provided in paragraph B of the TERM ARTICLE. Upon such termination, the Reinsurer shall refund to the Company the portfolio of ceded unearned premium reserve, less any ceding commission previously allowed thereon, with respect to Policies in force as of the date of termination.
  2. The Company may require the Reinsurer to commute all present and future liabilities under this Contract in return for a full and final release of all such liabilities. If this commutation option is exercised, the provisions of paragraphs B through G of the SUNSET AND COMMUTATION ARTICLE shall apply. Until the final resolution of any such commutation, settlements of amounts due hereunder shall continue in accordance with the terms of this Contract.
  3. The Company may require the Reinsurer to fund its share of ceded unearned premium, outstanding loss and Loss Adjustment Expense reserves, reserves for losses and Loss Adjustment Expense incurred but not reported to the Company (IBNR as determined by the Company) and any other balances or financial obligations. Within 30 days of the Company's written request to fund, the Reinsurer shall provide to the Company a clean, unconditional, evergreen, irrevocable letter of credit or a trust agreement which establishes a trust account for the benefit of the Company. The method of funding must be acceptable to the Company, shall be established with a financial institution suitable to the Company, shall comply with any applicable state or federal laws or regulations involving the Company's ability to recognize these agreements as assets or offsets to liabilities in such jurisdictions and shall be at the sole expense of the Reinsurer. The Company and the Reinsurer may mutually agree



on alternative methods of funding or the use of a combination of methods. This option is available to the Company at any time there remains any outstanding liabilities of the Reinsurer. Notwithstanding the foregoing, the Company shall not require funding in accordance with this subparagraph in the event the Reinsurer has otherwise fully funded its obligations under this Contract in a manner acceptable to the Company.

D. The Company, at its sole option, may classify the Reinsurer as a "Run-off Reinsurer," where said Reinsurer experiences one or more of the Special Termination Events set forth in subparagraphs 1, 2, 5, 8, and 11 under paragraph A above.

Notwithstanding any other provision of this Contract, in the event that a Reinsurer becomes classified by the Company as a Run-off Reinsurer at any time, the Company may elect, by giving written notice to the Run-off Reinsurer at any time thereafter, that all or any of the following shall apply to the Run-off Reinsurer's share hereunder:

1. If payment of any claim has been received from the Reinsurers constituting at least 70.0% of the interests and liabilities of all the Reinsurers that participated on this Contract and are active as of the due date, it being understood that said date shall not be later than 90 days from the date of transmittal by the intermediary of the initial billing for each such payment, the Run-off Reinsurer shall be estopped from denying such claim and must pay within 10 days following transmittal to the Run-off Reinsurer of written notification of such payments. For purposes of this subparagraph, a Reinsurer shall be deemed to be active if it is not a Run-off Reinsurer.
2. The interest penalty specified in the LATE PAYMENTS ARTICLE shall be increased by 0.5% for each 30 days that the payment is past due. If the interest rate provided under this paragraph exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.
3. In the event that either party demands arbitration of a dispute between the Company and the Run-off Reinsurer, unless the arbitration notice includes a demand for rescission of this Contract, notwithstanding the terms of the ARBITRATION ARTICLE or the EXPEDITED ARBITRATION ARTICLE and at the Company's option, the dispute shall be resolved by a sole neutral arbitrator and the following procedures shall apply:
  - a. The sole arbitrator shall be chosen by mutual agreement of the parties within 15 business days after the demand for arbitration. If the parties have not chosen an arbitrator within the 15 business days after receipt of the arbitration notice, the arbitrator shall be chosen in accordance with the single umpire selection procedures established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) for Small Claim Disputes in force on the date the arbitration is demanded. The nominated arbitrator must be available to read any written submissions and hear testimony within 60 days of being chosen.



- b. Within 10 business days after the arbitrator has been appointed, the parties shall be notified of deadlines for the submission of briefs and documentary evidence, as determined by the arbitrator. There shall be no discovery or hearing unless the parties agree to engage in limited discovery and/or a hearing. Also, the arbitrator can determine, without the consent of the parties, that a limited hearing is necessary.
- c. The arbitrator shall render a decision within 10 business days after the later of the date on which briefs are submitted or the end of the limited hearing. The decision of the arbitrator shall be in writing and shall be final and binding on both parties.

E. The Company's waiver of any rights provided in this Article is not a waiver of that right or other rights at a later date.

#### **ARTICLE IV**

##### **DEFINITIONS**

The terms set forth below, wherever they appear in this Contract and regardless of whether they appear in a singular or plural form, shall have the meanings given herein. Any capitalized term not defined in this Article shall have the meaning consistent with its use: i) in any agreement referenced herein or ii) by the Company.

##### **A. Act of Terrorism**

"Act of Terrorism" as used herein shall follow the definition provided under the Terrorism Risk Insurance Act of 2002 (TRIA) and as amended by the Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015, and 2019 (TRIPRA), together and including any extensions, reauthorizations, or replacement thereof, the "Terrorism Act."

In the event the Terrorism Act is not extended or renewed, Act of Terrorism shall mean a violent act or an act that is dangerous to human life; property; or infrastructure that 1) has resulted in damage within the United States, or outside of the United States in the case of an air carrier or vessel and 2) was committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Company shall determine the application of the above definition.

An "Act of Terrorism" may include an act involving the use and/or dispersal of nuclear, chemical, biological or radiological agents.

##### **B. Declaratory Judgment Expense**

"Declaratory Judgment Expense" as used herein shall mean all expenses incurred by the Company in connection with a declaratory judgment action brought to determine the Company's defense and/or indemnification obligations that are allocable to a specific claim subject to this Contract. Declaratory Judgment Expense shall be deemed to have been



incurred on the date of the original loss (if any) giving rise to the declaratory judgment action.

#### C. Extra Contractual Obligations/Loss in Excess of Policy Limits

##### 1. Extra Contractual Obligations

This Contract shall protect the Company for any "Extra Contractual Obligations" which as used herein shall mean any punitive, exemplary, compensatory or consequential damages, other than Loss in Excess of Policy Limits, paid or payable by the Company as a result of an action against it by its insured, its insured's assignee or a third party claimant, by reason of alleged or actual negligence, fraud or bad faith on the part of the Company in handling a claim under a Policy subject to this Contract.

An Extra Contractual Obligation shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the Policy.

##### 2. Loss in Excess of Policy Limits

This Contract shall protect the Company for any "Loss in Excess of Policy Limits" which as used herein shall mean an amount that the Company would have been contractually liable to pay had it not been for the limit of the original Policy as a result of an action against it by its insured, its insured's assignee or a third party claimant. Such loss in excess of the limit shall have been incurred because of failure by the Company to settle within the Policy limit, or by reason of alleged or actual negligence, fraud, or bad faith in rejecting an offer of settlement or in the preparation of the defense or in the trial of any action against its insured or in the preparation or prosecution of an appeal consequent upon such action.

3. This paragraph C shall not apply where an Extra Contractual Obligation and/or Loss in Excess of Policy Limits has been incurred due to an adjudicated finding of fraud committed by a member of the Board of Directors or a corporate officer of the Company acting individually or collectively or in collusion with a member of the Board of Directors or a corporate officer or a partner of any other corporation or partnership.

#### D. Loss Adjustment Expense

"Loss Adjustment Expense" as used herein shall mean all costs and expenses allocable to a specific claim that are incurred by the Company in the investigation, appraisal, adjustment, settlement, litigation, arbitration, defense, disposition or appeal of a specific claim, including court costs and costs of supersedeas and appeal bonds, and including 1) pre-judgment interest, unless included as part of the award or judgment; 2) post-judgment interest; 3) legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto, including Declaratory Judgment Expense; and 4) a pro rata share of salaries and expenses of Company field employees, and expenses of other Company employees who have been temporarily diverted from their normal and customary



duties and assigned to the field adjustment of losses covered by this Contract. Loss Adjustment Expense does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of employees, other than (4) above, and office and other overhead expenses.

#### E. Loss Occurrence

"Loss Occurrence" as used in this Contract shall mean any one disaster or casualty or accident or loss or series of disasters or casualties or accidents or losses arising out of or caused by one event.

As respects losses resulting from Occupational Disease or Cumulative Trauma, each employee shall be considered a separate Loss Occurrence subject to the following:

1. This Contract does not apply to and specifically excludes Occupational Disease and Cumulative Trauma losses unless such losses arise as a result of a sudden and accidental event which takes place in its entirety at a specific location, does not exceed any period of 72 continuous hours in duration, and involves injury, disability or death. For the purposes of this subparagraph, "sudden" shall mean that the first and last exposure(s) of all individuals to the event that contribute to the loss shall have occurred within a single and continuous 72-hour period.
2. All resulting Occupational Disease or Cumulative Trauma losses shall be considered as one Loss Occurrence and may be combined with losses classified as other than Occupational Disease or Cumulative Trauma which arise out of the same event, and the combination of such losses shall be considered as one Loss Occurrence within the meaning hereof as respects coverage classified as Workers' Compensation Act and Employers' Liability including the United States Longshore and Harbor Workers' Compensation Act, the Jones Act, the Federal Employers' Liability Act, the Maritime Employers' Liability Act and any other similar act.
3. Notwithstanding the provisions of subparagraph 2, it is further understood and agreed that for the purposes of this Contract a Loss Occurrence arising out of or caused by a Communicable Disease, shall be deemed to be an Occupational Disease. This provision applies irrespective of whether or not the injury, disability or death is compensable as an accident, accidental injury or such like as defined under Workers' Compensation or any similar law by applicable State or Federal statutes or regulations. Furthermore, this provision also applies to any Communicable Disease suffered by an employee for which an insured is liable under coverage classified as Employers' Liability without regard to causation.
4. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and



- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

5. Cumulative Trauma as used in this Contract shall mean an injury that fulfills all of the following conditions:

- a. It has occurred from, and has been aggravated by, a repetitive employment related activity;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

6. Occupational Disease as used in this Contract shall mean any abnormal condition that fulfills all of the following conditions:

- a. It has been caused by exposure to a disease-producing agent present in the employee's occupational environment;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

#### F. Net Earned Premium

"Net Earned Premium" as used herein is defined as gross earned premium of the Company for the classes of business reinsured hereunder, less the earned portion of premiums ceded by the Company for reinsurance which inures to the benefit of this Contract and less dividends paid or accrued. As respects large deductible Policies, Net Earned Premium shall be net of any applicable deductible credit.

#### G. Policy

"Policy" or "Policies" as used herein shall mean the Company's binders, policies and contracts providing insurance or reinsurance on the classes of business covered under this Contract.

#### H. Ultimate Net Loss

"Ultimate Net Loss" shall mean the actual loss, including any pre-judgment interest which is included as part of the award or judgment, "Second Injury Fund" assessments that can be allocated to specific claims, Loss Adjustment Expense, 90.0% of Loss in Excess of Policy



Limits, and 90.0% of Extra Contractual Obligations, paid or to be paid by the Company on its net retained liability after making deductions for all recoveries, subrogations and all claims on inuring reinsurance, whether collectible or not; provided, however, that in the event of the insolvency of the Company, payment by the Reinsurer shall be made in accordance with the provisions of the INSOLVENCY ARTICLE. Nothing herein shall be construed to mean that losses under this Contract are not recoverable until the Company's Ultimate Net Loss has been ascertained. As respects large deductible Policies, Ultimate Net Loss shall be net of any applicable deductible.

Notwithstanding the definition of "Ultimate Net Loss" herein, the provisions of paragraph G of the COVERAGE ARTICLE as respects the Minnesota Workers' Compensation Reinsurance Association shall apply.

#### **ARTICLE V**

#### **TERRITORY**

The territorial limits of this Contract shall be identical with those of the Company's Policies.

#### **ARTICLE VI**

#### **EXCLUSIONS**

A. This Contract does not apply to and specifically excludes the following:

1. Reinsurance assumed by the Company under obligatory reinsurance agreements, except:
  - a. Agency reinsurance where the policies involved are to be re-underwritten in accordance with the underwriting standards of the Company and reissued as Company policies at the next anniversary or expiration date; and
  - b. Intercompany reinsurance between any of the reinsured companies under this Contract.
2. Nuclear risks as defined in the "Nuclear Incident Exclusion Clause – Liability – Reinsurance – U.S.A." (NMA 1590 21/9/67) attached hereto.
3. Liability as a member, subscriber or reinsurer of any Pool, Syndicate or Association, including Assigned Risk Plans or similar plans; however, this exclusion shall not apply to liability under a Policy specifically designated to the Company from an Assigned Risk Plan or similar plan.
4. All liability of the Company arising by contract, operation of law, or otherwise, from its participation or membership, whether voluntary or involuntary, in any Insolvency Fund. "Insolvency Fund" includes any guaranty fund, insolvency fund, plan, pool, association, fund or other arrangement, however denominated, established or governed, which provides for any assessment of or payment or assumption by the Company of part or all of any claim, debt, charge, fee or other obligation of an



insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any claim, debt, charge, fee or other obligation in whole or in part.

5. Loss caused directly or indirectly by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to any of the foregoing. This exclusion shall not apply to any Policy that contains a standard war exclusion.

6. Workers' Compensation where the principal exposure, as defined by the governing class code, is:

- a. Operation of aircraft, but only if the annual estimated policy premium is \$250,000 or more;
- b. Operation of Railroads, subways or street railways;
- c. Manufacturing, assembly, packing or processing of fireworks, fuses, nitroglycerine, magnesium, pyroxylin, ammunition or explosives. This exclusion does not apply to the assembly, packing or processing of explosives when the estimated annual premium is under \$250,000 and does not apply to the commercial use of explosives;
- d. Underground mining.

7. Professional sports teams.

B. Notwithstanding the foregoing, insureds regularly engaged in operations not excluded under paragraph A above, but whose operations may include one or more perils excluded therein, shall not be excluded from coverage afforded by this Contract, provided said operations are incidental to the main operations of the insured. Notwithstanding the foregoing, coverage extended under this paragraph for incidental operations of an insured shall not apply to exposures excluded under subparagraphs 1 through 5 of paragraph A above. The Company shall be the judge of what constitutes an incidental part of the insured's operation.

C. Except for subparagraphs 1 through 5 of paragraph A above, if the Company is inadvertently bound or is unknowingly exposed (due to error, an existing insured extending its operations to include coverage excluded hereunder, or automatic provisions of policy coverage) on a risk otherwise excluded in paragraph A above, such exclusion shall be waived. The duration of said waiver will not extend beyond the time that notice of such coverage has been received by a responsible underwriting authority of the Company and for a period not exceeding 30 days thereafter, or such longer period required to conform with any notice of cancellation provisions prescribed by regulatory authorities, such period not to exceed 12 months plus odd time (not exceeding 18 months).

D. If the Company is required to accept an assigned risk which conflicts with one or more of the exclusions set forth in subparagraph 6 of paragraph A, reinsurance shall apply, but only for the difference between the Company's retention and the limit required by the applicable



state statute, and in no event shall the Reinsurer's liability exceed the limit set forth in the COVERAGE ARTICLE.

- E. Notwithstanding the foregoing, any reinsurance falling within the scope of one or more of the exclusions set forth above that is specially accepted by the Reinsurer from the Company shall be covered under this Contract and be subject to the terms hereof.
- F. Should an arbitration decision or any judicial or regulatory entity having competent jurisdiction invalidate any exclusion in or expand coverage of the original Policy of the Company that is also the subject of one or more exclusions set forth in paragraph A above, except for subparagraphs 1 through 5 of paragraph A above, then any amount of loss for which the Company would not be liable, except for such invalidation or expansion of coverage, shall not be subject to any of the exclusions, conditions and limitations hereinafter set forth under this Contract.

## **ARTICLE VII**

### **TERRORISM ACT RECOVERIES**

- A. Any financial assistance the Company receives under the Terrorism Act, shall apply as follows:
1. Except as provided in subparagraph 2 below, any such financial assistance shall inure solely to the benefit of the Company and shall be entirely disregarded in applying all of the provisions of this Contract.
  2. If losses occurring hereunder result in recoveries made by the Company both under this Contract and under the Terrorism Act, and such recoveries, together with any other reinsurance recoverables made by the Company applicable to said losses, exceed the total amount of the Company's insured losses, any amount in excess thereof shall reduce the Ultimate Net Loss subject to this Contract for the losses to which the Terrorism Act assistance applies. These recoveries shall be returned in proportion to each Reinsurer's paid share of the loss.
- B. Nothing herein shall be construed to mean that the losses under this Contract are not recoverable until the Company has received financial assistance under the Terrorism Act.

## **ARTICLE VIII**

### **COVERAGE**

- A. The Reinsurer shall be liable for the Ultimate Net Loss in excess of \$10,000,000 as a result of any one Loss Occurrence. The Reinsurer's liability in respect of any one Loss Occurrence shall not exceed \$10,000,000.
- B. The Reinsurer's liability in respect of Ultimate Net Loss amounts recoverable hereunder for an Act of Terrorism (as defined in the definition of "Act of Terrorism") occurring during the term of this Contract shall not exceed \$10,000,000. This paragraph is not subject to the REINSTATEMENT ARTICLE.



- C. The Reinsurer's liability in respect of all losses occurring during the term of this Contract shall not exceed \$20,000,000.
- D. The Company shall be permitted to purchase (or maintain) other reinsurance which inures to the benefit of this Contract.
- E. The Company shall be permitted to carry underlying reinsurance, recoveries under which shall inure solely to the benefit of the Company and be entirely disregarded in applying all of the provisions of this Contract.
- F. As respects Employers Liability, the maximum net subject Policy limit (except statutory where required by law) as respects any one Policy shall be \$2,000,000 or the Company shall be deemed to have purchased inuring excess facultative reinsurance for subject Policy limits in excess of \$2,000,000.
- G. The Company shall be permitted to carry excess of loss reinsurance applying to Workers' Compensation risks in the State of Minnesota, actual recoveries under which shall inure to the benefit of this Contract. Such coverage shall be provided through the Minnesota Workers' Compensation Reinsurance Association. Notwithstanding the treatment of inuring coverage in the definition of Ultimate Net Loss, the liability of the Reinsurer for Minnesota Workers' Compensation risks is not released.

## **ARTICLE IX**

### **REINSTATEMENT**

- A. Should all or any part of the Reinsurer's limit of liability be exhausted as a result of a Loss Occurrence, the sum so exhausted shall be reinstated from the date the Loss Occurrence commenced.
- B. For each amount so reinstated, the Company agrees to pay an additional premium at the time of the Reinsurer's payment of the loss calculated in accordance with the following formula:
1. The percentage of the Reinsurer's limit of liability exhausted for the Loss Occurrence; times
  2. The Net Earned Premium for the term of this Contract (exclusive of reinstatement premium).
- The dollar amount resulting from the multiplication of subparagraphs 1 and 2 above shall equal the reinstatement premium. If at the time of the Reinsurer's payment of a loss hereon, the reinsurance premium as calculated under this Contract is unknown, the calculation of the reinstatement premium shall be based upon the deposit premium subject to adjustment when the reinsurance premium is finally established.
- C. Nevertheless, the Reinsurer's liability hereunder shall not exceed \$10,000,000 in respect of any one Loss Occurrence, and shall be further limited to \$20,000,000 in respect of all losses occurring during the term of this Contract.



## **ARTICLE X**

### **SPECIAL ACCEPTANCE**

From time to time the Company may request a special acceptance applicable to this Contract. If such agreement is not achieved, such special acceptance shall be made to this Contract only with respect to the interests and liabilities of each Reinsurer who agrees to the special acceptance. Should denial for special acceptance not be received within 10 business days of said request, the special acceptance shall be deemed automatically agreed. In the event a reinsurer becomes a party to this Contract subsequent to one or more special acceptances hereunder, the new reinsurer shall automatically accept such special acceptance(s) as being covered hereunder.

## **ARTICLE XI**

### **ACCOUNTING BASIS**

All premiums and losses under this Contract shall be reported on an "accident year" accounting basis. Unless specified otherwise herein, all premiums shall be credited to the period during which they earn, and all losses shall be charged to the period during which they occur.

## **ARTICLE XII**

### **REINSURANCE PREMIUM**

- A. As premium for the reinsurance provided hereunder, the Company shall pay the Reinsurer [\*\*\*]% times its Net Earned Premium for the term of this Contract subject to a minimum premium of \$[\*\*\*].
- B. The Company shall pay the Reinsurer a deposit premium of \$[\*\*\*] payable in quarterly installments of \$[\*\*\*] on January 1, April 1, July 1, and October 1, 2024.
- C. Within 90 days after the expiration of this Contract, the Company shall provide a report to the Reinsurer setting forth the premium due hereunder, computed in accordance with paragraph A above, and if the premium so computed is greater than the previously paid deposit premium, the balance shall be remitted by the Company with its report, and if the premium so computed is less than the previously paid deposit premium, the balance shall be remitted by the Reinsurer within 15 days of receipt of such report, subject to the minimum premium outlined in paragraph A above.
- D. If this Contract expires on a runoff basis, the Company shall pay to the Reinsurer a premium for the runoff period equal to the expiring rate times its Net Earned Premium for the runoff period. The runoff premium shall be calculated and paid within 90 days after the end of each three-month period during the runoff period. There shall be no minimum premium requirement for the runoff period.



### **ARTICLE XIII**

#### **NOTICE OF LOSS AND LOSS SETTLEMENTS**

- A. As soon as practicable, the Company shall advise the Reinsurer of all bodily injury claims or losses involving any of the following:
1. Any claim or loss reserved at 50.0% or more of the Company's retention under this Contract.
  2. Any claim involving any of the following injuries where the Company's incurred loss is greater than or equal to \$1,000,000:
    - a. Fatality.
    - b. Spinal cord injuries (e.g., quadriplegia, paraplegia).
    - c. Brain damage (e.g., seizure, coma or physical/mental impairment).
    - d. Severe burn injuries resulting in disfigurement or scarring.
    - e. Total or partial blindness in one or both eyes.
    - f. Major organ (e.g., heart, lungs).
    - g. Amputation of a limb or multiple fractures.
- B. The Company shall also advise the Reinsurer promptly of all losses which, in the opinion of the Company, may result in a claim hereunder and of all subsequent developments thereto which, in the opinion of the Company, may materially affect the position of the Reinsurer.
- C. When so requested in writing, the Company shall afford the Reinsurer or its representatives an opportunity to be associated with the Company, at the expense of the Reinsurer, in the defense of any claim, suit or proceeding involving this reinsurance, and the Company and the Reinsurer shall cooperate in every respect in the defense of such claim, suit or proceeding, provided that in the event of a disagreement, the decision of the Company shall prevail.
- D. All loss settlements made by the Company that are within the terms and conditions of this Contract (including but not limited to ex gratia payments) shall be binding upon the Reinsurer. Upon receipt of satisfactory proof of loss, the Reinsurer agrees to promptly pay or allow, as the case may be, its share of each such settlement in accordance with this Contract.



## **ARTICLE XIV**

### **NO CLAIMS BONUS**

- A. The Company shall have the option to receive from the Reinsurer a no claims bonus, choosing one of the following:
1. A no claims bonus equal to 30.0% of the reinsurance premium paid in accordance with the provisions of the REINSURANCE PREMIUM ARTICLE, provided that the Company has made no claim for recovery under this Contract. At any time during the 18-month period following the expiration of this Contract, the Company may notify the Reinsurer that the Company is exercising the no claims bonus option under this subparagraph 1;
  - or
  2. A no claims bonus equal to 25.0% of the reinsurance premium paid in accordance with the provisions of the REINSURANCE PREMIUM ARTICLE, provided that the Company has made no claim for recovery under this Contract. At any time during the 24-month period following the expiration of this Contract, the Company may notify the Reinsurer that the Company is exercising the no claims bonus option under this subparagraph 2.
- B. Any potential claim hereunder will be advised to the Reinsurer in accordance with the provisions of the NOTICE OF LOSS AND LOSS SETTLEMENTS ARTICLE; however, the Company may elect not to make a recovery under this Contract for a claim in order to preserve the Company's eligibility for a no claims bonus.
- C. The no claims bonus shall be payable within 30 days of the Reinsurer's receipt of notification of the Company exercising the no claims bonus option. Upon payment of the no claims bonus, the Company shall release the Reinsurer from all further liability, whether known or unknown, under this Contract, and the Reinsurer shall release the Company from all further liability, whether known or unknown, under this Contract.

## **ARTICLE XV**

### **LIABILITY OF REINSURERS**

All reinsurances for which the Reinsurer shall be liable by virtue of this Contract shall be subject in all respects to the same rates, terms, conditions, interpretations and waivers and to the same modifications, alterations, and cancellations, as the respective policies to which such reinsurances relate, the true intent of the parties to this Contract being that the Reinsurer shall follow the fortunes of the Company.



## ARTICLE XVI

### LATE PAYMENTS

A. In the event any premium, loss or other payment due either party is not received by the Intermediary hereunder by the payment due date, the party to whom payment is due may, by notifying the Intermediary in writing, require the debtor party to pay, and the debtor party agrees to pay, an interest penalty on the amount past due calculated for each such payment on the last business day of each month as follows:

1. The number of full days which have expired since the due date or the last monthly calculation, whichever the lesser; times
2. 1/365ths of a rate equal to the U.S. Prime Rate as published in *The Wall Street Journal* on the first business day following the date a remittance becomes due plus 3.0%; times
3. The amount past due, including accrued interest.

It is agreed that interest shall accumulate until payment of the original amount due plus interest penalties have been received by the Intermediary.

B. The establishment of the due date shall, for purposes of this Article, be determined as follows:

1. As respects the payment of deposits and premiums due the Reinsurer, the due date shall be as provided for in the applicable section of this Contract.
2. Any claim or loss payment due the Company hereunder shall be deemed due 10 business days after the proof of loss or demand for payment is transmitted to the Reinsurer. If such loss or claim payment is not received within the 10 days, interest will accrue on the payment or amount overdue in accordance with the interest penalty calculation above, from the date the proof of loss or demand for payment was transmitted to the Reinsurer.
3. As respects any payment, adjustment or return due either party not otherwise provided for in subparagraphs 1 and 2 of this paragraph, the due date shall be as provided for in the applicable section of this Contract.

C. For purposes of interest calculation only, amounts due hereunder shall be deemed paid upon receipt by the Intermediary. The validity of any claim or payment may be contested under the provisions of this Contract. If the debtor party prevails in an arbitration, or any other proceeding, there shall be no interest penalty due. Otherwise, any interest will be calculated and due as outlined above.

D. Interest penalties arising out of the application of this Article that are \$100 or less from any party shall be waived unless there is a pattern of late payments consisting of three or more items over the course of any 12-month period.



E. If the interest rate provided under this Article exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.

#### **ARTICLE XVII**

##### **ANNUITIES AT THE COMPANY'S OPTION**

- A. Whenever the Company is required, or elects, to purchase an annuity or to negotiate a structured settlement, either in satisfaction of a judgment or in an out-of-court settlement or otherwise, the cost of the annuity or the structured settlement, as the case may be, shall be deemed part of the Company's Ultimate Net Loss.
- B. The terms "annuity" or "structured settlement" shall be understood to mean any insurance policy, lump sum payment, agreement or device of whatever nature resulting in the payment of a lump sum by the Company in settlement of any or all future liabilities which may attach to it as a result of an occurrence.
- C. In the event the Company purchases an annuity which inures in whole or in part to the benefit of the Reinsurer, it is understood that the liability of the Reinsurer is not released thereby. In the event the Company is required to provide benefits not provided by the annuity for whatever reason, the Reinsurer shall pay its share of any loss.

#### **ARTICLE XVIII**

##### **AGENCY AGREEMENT**

If more than one reinsured company is named as a party to this Contract, the first named company will be deemed the agent of the other reinsured companies for purposes of sending or receiving notices required by the terms and conditions of this Contract and for purposes of remitting or receiving any monies due any party.

#### **ARTICLE XXIX**

##### **SUBROGATION**

The Reinsurer shall be credited with subrogation recoveries (i.e., reimbursement obtained or recovery made by the Company, less Loss Adjustment Expense incurred in obtaining such reimbursement or making such recovery) on account of claims and settlements involving reinsurance hereunder. Subrogation recoveries thereon shall always be used to reimburse the excess carriers in the reverse order of their priority according to their participation before being used in any way to reimburse the Company for its primary loss. The Company, at its sole option and discretion, may enforce its rights to subrogation relating to any loss, a part of which loss was sustained by the Reinsurer, and may prosecute all claims arising out of such rights.



## **ARTICLE XX**

### **ERRORS AND OMISSIONS**

Any inadvertent delay, omission or error shall not be held to relieve either party hereto from any liability which would attach to it hereunder if such delay, omission or error had not been made, provided such omission or error is rectified upon discovery. Nothing contained in this Article shall be held to override the specific loss reporting deadline of the SUNSET AND COMMUTATION ARTICLE.

## **ARTICLE XXI**

### **OFFSET**

- A. The Company and the Reinsurer may offset any balance or amount due from one party to the other under this Contract or any other contract heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or ceding company. The party asserting the right of offset may exercise such right any time whether the balances due are on account of premiums or losses or otherwise; however, in the event of the insolvency of any party hereto, offset shall be in accordance with applicable law.
- B. A Reinsurer subject to any of the circumstances listed in paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE shall not offset balances or amounts due, as set forth in paragraph A above, without the prior written consent of the Company.

## **ARTICLE XXII**

### **CURRENCY**

- A. Whenever the word "dollars" or the "\$" sign appears in this Contract, they shall be construed to mean United States dollars and all transactions under this Contract shall be in United States dollars.
- B. Amounts paid or received by the Company in any other currency shall be converted to United States dollars at the rate of exchange at the date such transaction is entered on the books of the Company.

## **ARTICLE XXIII**

### **TAXES**

In consideration of the terms under which this Contract is issued, the Company will not claim a deduction in respect of the premium hereon when making tax returns, other than income or profits tax returns, to any state or territory of the United States of America, the District of Columbia or Canada.



## **ARTICLE XXIV**

### **FEDERAL EXCISE TAX**

(Applicable to those Reinsurers who are domiciled outside the United States of America, excepting Reinsurers exempt from Federal Excise Tax.)

- A. The Reinsurer has agreed to allow for the purpose of paying the Federal Excise Tax the applicable percentage of the premium payable hereon (as imposed under Section 4371 of the Internal Revenue Code) to the extent such premium is subject to the Federal Excise Tax.
- B. In the event of any return of premium becoming due hereunder the Reinsurer will deduct the applicable percentage from the return premium payable hereon and the Company or its agent should take steps to recover the tax from the United States Government.

## **ARTICLE XXV**

### **TRADE AND ECONOMIC SANCTIONS**

Notwithstanding any other provision in the Contract to the contrary, if at any time should any receipt or payment of funds or any other contemplated transaction under the Contract constitute an actual or potential violation of any economic sanction, regulation or order which is applicable to either the Company or the Reinsurer, the party who becomes aware of the actual or potential violation shall as soon as commercially reasonable notify the other party of the actual or potential violation and the reasons therefore. Solely with respect to such receipt, payment or other transaction, the obligation of the parties under the Contract shall be suspended until such time as the Company or the Reinsurer are authorized by applicable law, regulation, or license to perform under the Contract. The obligations of the parties under the Contract shall remain in effect with respect to the receipt or payment of funds or any other contemplated transaction which would not constitute a violation of any economic sanction, regulation or order.

## **ARTICLE XXVI**

### **RESERVES AND FUNDING**

(In the event any of the provisions of this Article conflict with or otherwise fail to satisfy the requirements of the appropriate credit for reinsurance statute or regulation, this Article will be deemed amended to conform to the appropriate statute or regulation; the intent of this Article



being that the Company will be permitted to realize full credit for the reinsurance ceded to the Reinsurer under this Contract.)

A. A Reinsurer will provide funding under the terms of this Article only if:

1. The Company will be denied statutory credit for reinsurance ceded to that Reinsurer pursuant to the credit for reinsurance law or regulations in any applicable jurisdiction; or
2. The Company is allowed statutory credit for reinsurance ceded to that Reinsurer on the basis of that Reinsurer having satisfied the conditions pertaining to Reciprocal Jurisdictions as set forth in the credit for reinsurance law or regulations in any applicable jurisdiction, and:
  - a. That Reinsurer resists enforcement of a final judgment that is enforceable under the law of the jurisdiction in which it was obtained or a properly enforceable arbitration award, whether obtained by the ceding insurer or by its legal successor on behalf of its resolution estate; or
  - b. That Reinsurer enters into a solvent scheme of arrangement subsequent to the effective date of this Contract.

In the event of either a. or b. of this subparagraph 2, the Reinsurer shall fund 100% of its portion of the Reinsurer's obligations as defined below.

- B. As regards Policies or bonds issued by the Company coming within the scope of this Contract, the Company agrees that when it shall file with the insurance regulatory authority or set up on its books reserves for losses covered hereunder which it shall be required by law to set up, it will forward to the Reinsurer a statement showing the proportion of such reserves which is applicable to the Reinsurer. The Reinsurer hereby agrees to fund such reserves in the amount necessary for the Company to obtain full credit for reinsurance pursuant to the credit for reinsurance law or regulations of the regulatory authority having jurisdiction over the Company's reserves and in respect of known outstanding losses that have been reported to the Reinsurer and allocated Loss Adjustment Expense relating thereto, losses and allocated Loss Adjustment Expense paid by the Company but not recovered from the Reinsurer, plus reserves for losses incurred but not reported, as shown in the statement prepared by the Company (hereinafter referred to as "Reinsurer's obligations") by funds withheld, cash advances or a Letter of Credit. The Reinsurer shall have the option of determining the method of funding provided it is acceptable to the Company and to the insurance regulatory authorities having jurisdiction over the Company's reserves.
- C. When funding by a Letter of Credit, the Reinsurer agrees to apply for and secure timely delivery to the Company of a clean, irrevocable and unconditional Letter of Credit issued by a bank and containing provisions acceptable to the insurance regulatory authorities having jurisdiction over the Company's reserves in an amount equal to the Reinsurer's proportion of said reserves. Such Letter of Credit shall be issued for a period of not less than one year, and shall be automatically extended for one year from its date of expiration



or any future expiration date unless 30 days (60 days where required by insurance regulatory authorities) prior to any expiration date the issuing bank shall notify the Company by certified or registered mail that the issuing bank elects not to consider the Letter of Credit extended for any additional period.

D. The Reinsurer and Company agree that the Letters of Credit provided by the Reinsurer pursuant to the provisions of this Contract may be drawn upon at any time, notwithstanding any other provision of this Contract, and be utilized by the Company or any successor, by operation of law, of the Company including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Company for the following purposes, unless otherwise provided for in a separate Trust Agreement:

1. To reimburse the Company for the Reinsurer's obligations, the payment of which is due under the terms of this Contract and which has not been otherwise paid;
2. To make refund of any sum which is in excess of the actual amount required to pay the Reinsurer's obligations under this Contract;
3. To fund an account with the Company for the Reinsurer's obligations. Such cash deposit shall be held in an interest bearing account separate from the Company's other assets, and interest thereon not in excess of the prime rate shall accrue to the benefit of the Reinsurer;
4. To pay the Reinsurer's share of any other amounts the Company claims are due under this Contract.

In the event the amount drawn by the Company on any Letter of Credit is in excess of the actual amount required for subparagraph 1 or 3, or in the case of subparagraph 4, the actual amount determined to be due, the Company shall promptly return to the Reinsurer the excess amount so drawn. All of the foregoing shall be applied without diminution because of insolvency on the part of the Company or the Reinsurer.

E. The issuing bank shall have no responsibility whatsoever in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ensure that withdrawals are made only upon the order of properly authorized representatives of the Company.

F. At annual intervals, or more frequently as agreed but never more frequently than quarterly, the Company shall prepare a specific statement of the Reinsurer's obligations, for the sole purpose of amending the Letter of Credit, in the following manner:

1. If the statement shows that the Reinsurer's obligations exceed the balance of credit as of the statement date, the Reinsurer shall, within 30 days after receipt of notice of such excess, secure delivery to the Company of an amendment to the Letter of Credit increasing the amount of credit by the amount of such difference.
2. If, however, the statement shows that the Reinsurer's obligations are less than the balance of credit as of the statement date, the Company shall, within 30 days after receipt of written request from the Reinsurer, release such excess credit by agreeing



to secure an amendment to the Letter of Credit reducing the amount of credit available by the amount of such excess credit.

- G. Should the Reinsurer be in breach of its obligations under this Article, notwithstanding anything to the contrary elsewhere in this Contract, the Company may seek relief in respect of said breach from any court having competent jurisdiction of the parties hereto.

#### **ARTICLE XXVII**

##### **NET RETAINED LINES**

- A. This Contract applies only to that portion of any Policy which the Company retains net for its own account (prior to deduction of any underlying reinsurance specifically permitted in this Contract), and in calculating the amount of any loss hereunder and also in computing the amount or amounts in excess of which this Contract attaches, only loss or losses in respect of that portion of any Policy which the Company retains net for its own account shall be included.
- B. The amount of the Reinsurer's liability hereunder in respect of any loss or losses shall not be increased by reason of the inability of the Company to collect from any other reinsurer(s), whether specific or general, any amounts which may have become due from such reinsurer(s), whether such inability arises from the insolvency of such other reinsurer(s) or otherwise.

#### **ARTICLE XXVIII**

##### **THIRD PARTY RIGHTS**

This Contract is solely between the Company and the Reinsurer, and in no instance shall any other party have any rights under this Contract except as expressly provided otherwise in the INSOLVENCY ARTICLE.

#### **ARTICLE XXVIX**

##### **SEVERABILITY**

If any provision of this Contract shall be rendered illegal or unenforceable by the laws or regulations of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this Contract or the enforceability of such provision in any other jurisdiction.

#### **ARTICLE XXX**

##### **GOVERNING LAW**

This Contract shall be governed as to performance, administration and interpretation by the laws of the State of Nebraska, exclusive of that state's rules with respect to conflicts of law, except as to rules with respect to credit for reinsurance in which case the applicable rules of all states shall apply.



## **ARTICLE XXXI**

### **INSPECTION OF RECORDS**

- A. The Reinsurer or its designated representative(s) approved by the Company, upon providing reasonable advance notice to the Company, shall have access at the offices of the Company (at all times acting in compliance with the Company's health and safety protocols) or at a location to be mutually agreed, at a time to be mutually agreed, to inspect the Company's underwriting, accounting, or claim files pertaining to the subject matter of this Contract, other than proprietary information or privileged communications. The Company shall determine the manner in which files shall be accessed by the Reinsurer. The Reinsurer may, at its own expense, reasonably request copies of such files and agrees to pay the Company's reasonable costs incurred in procuring such copies.
- B. If any undisputed amounts are overdue from the Reinsurer to the Company, the Reinsurer shall have access to such records only upon payment of all such overdue amounts.
- C. If the Reinsurer makes any inspection of the Company's books and records involving specific claims under this Contract and, as a result of the inspection the claim is contested or disputed, the Reinsurer shall provide the Company, at the Company's request, a summary of any reports, other than proprietary information or privileged communications, completed by the Reinsurer's personnel or by third parties on behalf of the Reinsurer outlining the reasons for contesting or disputing the subject claim.

## **ARTICLE XXXII**

### **CONFIDENTIALITY**

- A. The Reinsurer hereby acknowledges that the documents, information, and data provided to the Reinsurer by the Company, whether directly or through an authorized agent, in connection with the placement, execution or renewal of this Contract, and arising out of this Contract, ("Confidential Information") are proprietary and confidential to the Company. Confidential Information includes but is not limited to Nonpublic Information as that term is defined by the Insurance Data Security Model Law, approved by the National Association of Insurance Commissioners (hereinafter "Model Law").
- B. Absent the prior written consent of the Company, the Reinsurer will not disclose any Confidential Information to any third parties, except when:
1. The disclosure is to professional advisors or to authorized agents of the Reinsurer performing underwriting, claim handling, pricing, placement and/or evaluation services for the Reinsurer; or
  2. The Confidential Information is publicly known or has become publicly known through no unauthorized act of the Reinsurer; or
  3. Required by retrocessionaires subject to the business ceded to this Contract; or



- 4. Required by state regulators performing an audit of the Reinsurer's records and/or financial condition; or
  - 5. Required by auditors performing an audit of the Reinsurer's records in the normal course of business.
- C. Further, the Reinsurer agrees not to use any Confidential Information for any purpose not permitted by this Contract or not related to the performance of its obligations or enforcement of its rights under this Contract.
- D. Notwithstanding the above, in the event that the Reinsurer is required by court order, other legal process, or any regulatory authority to release or disclose any or all of the Confidential Information, the Reinsurer agrees to provide the Company by written or electronic mail, reasonable advance notice of same prior to such release or disclosure and to use their reasonable best efforts to assist the Company in maintaining the confidentiality provided for in this Article.
- E. The provisions of this Article will extend to the officers, directors, shareholders, employees, and contractors of the Reinsurer and its affiliates, who have received Confidential Information in accordance with this Contract and will be binding upon the Reinsurer's and its affiliates' successors and assigns.
- F. The Reinsurer acknowledges that any unauthorized disclosure of Confidential Information may cause irreparable harm to the Company. Such unauthorized disclosure includes but is not limited to one or more Cybersecurity Events as that term is defined by the Model Law. If Confidential Information is acquired by or made available to an unauthorized third party due to the Reinsurer's breach of this Article, the Reinsurer shall notify the Company immediately and the Company shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction. The Company shall be entitled to damages, attorneys' fees and costs, defense and indemnification, and any other remedies available under the law due to the Reinsurer's breach of this Article. The Company may concurrently or alternatively seek legal relief by way of arbitration as provided for in this Contract.
- G. To protect Confidential Information, the Reinsurer must institute and maintain safeguards in accordance with or comparable to that required for both Licensees and Third Party Service Providers as provided in the Model Law.

#### **ARTICLE XXXIII**

#### **SUNSET AND COMMUTATION**

- A. Ten (10) years after the expiration of this Contract (including the runoff period, if any), the Company shall advise the Reinsurer of any Loss Occurrences attaching to this Contract which have not been finally settled and which may result in a claim by the Company under this Contract. No liability shall attach hereunder for any claim or claims not reported to the Reinsurer within this ten (10) year period (plus the runoff period, if any). If a loss arising out of a Loss Occurrence is reported during this period, all losses arising out of the same



Loss Occurrence shall be deemed reported under this paragraph regardless of when notification of loss is provided.

B. If both parties agree to commute the unsettled losses subject to the Contract, then the Reinsurer's liability for all such unsettled losses shall then be commuted.

C. It is understood that commutation of all such losses shall be made using tabular reserving methods. For each loss, the nominal ultimate value of the Company's Ultimate Net Loss shall be established by projecting out future medical and indemnity payments and loss expenses by year based on appropriate trends and escalations applied to annual cost estimates. The Contract limit and retention (where applicable) shall then be applied to the nominal ultimate value of the Company's Ultimate Net Loss to determine the nominal ultimate Contract loss. Mortality factors and discount factors shall then be applied by year to the nominal ultimate Contract loss. The discounted, mortality adjusted projected annual loss payments shall be summed to determine the present value ("commutation price") of the ultimate Contract loss. The medical escalation, discount and mortality factors are described in paragraph D.

D. The following factors shall be utilized in establishing the commutation price:

1. Medical Escalation Rate

The medical escalation rate shall be a reasonable estimate of future medical inflation.

2. Discount Rate

The discount rate shall be the annualized 10-year U.S. Treasury Bill rate at the Valuation Date.

3. Mortality Tables

Mortality factors shall be based on the most recent mortality table at the Valuation Date from the "Vital Statistics of the United States" as published by the U.S. Department of Health and Human Services, Center for Disease Control and Prevention. Factors for extension beyond age 85 shall also be included.

4. Impairment

Impairment factors shall be based on the individual claim characteristics.

Any other method of calculating the commutation price of one or more losses subject to this Contract may be used as mutually agreed between the Company and the Reinsurer.

E. If the Company and the Reinsurer cannot agree on a commutation value, the effort can be abandoned. Alternatively, the Company and the Reinsurer may mutually agree to settle any difference using a panel of three actuaries, one to be chosen by each party and the third by the two so chosen. If either party refuses or neglects to appoint an actuary within 30 days, the other party may appoint two actuaries. If the two actuaries fail to agree on the



selection of a third actuary within 30 days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of Workers' Compensation claims and shall be Fellows of the Casualty Actuarial Society or members of the American Academy of Actuaries. All of the actuaries shall be independent of either party to this Contract.

- F. The settlement agreed upon by a majority of the panel of actuaries shall be final and binding on both parties and set forth in a sworn written document expressing their professional opinion that said value is fair for the complete mutual release of all liabilities in respect of such reserves.
- G. The Reinsurer's commutation payment shall be due within seven days following the date the Company and the Reinsurer agree to the commutation price. Such payment by the Reinsurer shall constitute both a complete release of the Reinsurer of its liability for all losses, known or unknown, under this Contract, and a complete release of the Company of its liabilities and obligations, known or unknown, under this Contract.
- H. This Article shall survive the expiration of this Contract.

#### **ARTICLE XXXIV**

##### **INSOLVENCY**

- A. If more than one reinsured company is referenced within the definition of "Company" in the PREAMBLE of this Contract, this Article shall apply severally to each such company. Further, this Article and the laws of the domiciliary state shall apply in the event of the insolvency of any company covered hereunder. In the event a conflict between any provision of this Article and the laws of the domiciliary state of any company covered hereunder, that domiciliary state's laws shall prevail.
- B. In the event of the insolvency of the Company, this reinsurance shall be payable directly to the Company or to its liquidator, receiver, conservator or statutory successor, with reasonable provision for verification, on the basis of the liability of the Company, or on the basis of claims filed and allowed in the liquidation proceedings, whichever may be required by applicable statute, without diminution because of the insolvency of the Company or because the liquidator, receiver, conservator or statutory successor of the Company has failed to pay all or a portion of any claim. It is agreed, however, that the liquidator, receiver, conservator or statutory successor of the Company shall give written notice to the Reinsurer of the pendency of a claim against the Company indicating the Policy or bond reinsured which claim would involve a possible liability on the part of the Reinsurer within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses that it may deem available to the Company or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to the approval of the Court, against the Company as part of the expense of conservation or liquidation to the extent of a



proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

- C. Where two or more Reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the Company.
- D. It is further agreed that, in the event of the insolvency of the Company, the reinsurance under this Contract shall be payable directly by the Reinsurer to the Company or its liquidator, receiver, conservator, or statutory successor, except 1) where this Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company or 2) where the Reinsurer with the consent of the direct insured or insureds has assumed such Policy obligations of the Company as direct obligations of the Reinsurer to the payee under such Policies and in substitution for the obligations of the Company to such payees.
- E. In the event of the insolvency of any company or companies listed in the designation of "Company" under this Contract, this Article shall apply only to the insolvent company or companies.

#### **ARTICLE XXXV**

#### **ARBITRATION**

- A. As a condition precedent to any right of action hereunder, any irreconcilable dispute arising out of the interpretation, performance or breach of this Contract, including the formation or validity thereof, whether arising before or after the expiry or termination of the Contract, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent by certified mail, return receipt requested, or such reputable courier service as is capable of returning proof of receipt of such notice by the recipient to the party demanding arbitration.
- B. The Company shall have the option to either litigate or arbitrate where:
1. The Company or the Reinsurer makes any allegation of misrepresentation, non-disclosure, concealment, fraud or bad faith; or
  2. The Reinsurer experiences any of the circumstances set forth in subparagraphs 1 through 10 of paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.
- C. One arbitrator shall be appointed by each party. If either party fails to appoint its arbitrator within 30 days after being requested to do so by the other party, the latter, after 10 days' notice by certified mail or reputable courier as provided above of its intention to do so, may appoint the second arbitrator.
- D. The two arbitrators shall, before instituting the hearing, appoint an impartial third arbitrator who shall preside at the hearing. Should the two arbitrators fail to choose the third arbitrator within 30 days of the appointment of the second arbitrator, the parties shall



appoint the third arbitrator pursuant to the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) Umpire Selection Procedure. All arbitrators shall be disinterested active or former senior executives of insurance or reinsurance companies or Underwriters at Lloyd's, London.

- E. Within 30 days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in Omaha, Nebraska but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to substantive law, it shall consider the law of the State of Nebraska. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.
- F. In the event an arbitrator is unable to serve due to death, disability or other incapacity, a replacement arbitrator shall be chosen in accordance with the procedures set forth in this Article for the original selection of the arbitrator appointed and the newly constituted panel shall take all necessary and/or reasonable measures to continue the arbitration proceedings without additional delay.
- G. This Contract shall be interpreted as an honorable engagement rather than merely as a legal obligation. The panel shall make its decision considering the custom and practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.
- H. Arbitration proceedings are subject to consolidation as follows:
1. Single contract, multiple reinsurers, common issue: If more than one Reinsurer is involved in arbitration where there are common questions of law or fact and a possibility of conflicting awards or inconsistent results, all such Reinsurers, at the Company's request, shall be joined in a single arbitration proceeding and shall constitute and act as one party for purposes of this Article and communications shall be made by the Company to each of the Reinsurers constituting the one party; provided, however, that nothing therein shall impair the rights of such Reinsurers to assert several, rather than joint defenses or claims, nor be construed as changing the liability of the Reinsurers under the terms of this Contract from several to joint.
  2. Single reinsurer, multiple contracts, common issue: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company, under which a dispute has arisen where there are common questions of law or fact with the dispute being arbitrated under this Contract and a possibility of conflicting awards or inconsistent results, the Reinsurer, at the Company's request, shall arbitrate all such reinsurance disputes involving the same loss or common questions of law or fact in one consolidated proceeding, subject to the provisions of this Article.



3. Single reinsurer, multiple contracts: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company and various disputes have arisen under such contracts, regardless of whether or not there are common questions of law or fact, if mutually agreed to by the parties hereto, the parties shall arbitrate all reinsurance disputes in one consolidated proceeding, subject to the provisions of this Article.

The agreement to consolidate disputes under this Contract and one or more other reinsurance contracts will supersede all other reinsurance contracts entered into between the Company and the Reinsurer, regardless of whether any other reinsurance contract may require or address consolidation.

- I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the cost of the third arbitrator. The remaining costs of the arbitration shall be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorney's fees, to the extent permitted by law. However, the panel may not award any Exemplary or Punitive Damages and Enhanced Compensatory Damages.

#### **ARTICLE XXXVI**

##### **EXPEDITED ARBITRATION**

- A. Notwithstanding the provisions of the ARBITRATION ARTICLE, in the event an amount in dispute hereunder is \$500,000 or less, the Company may elect to require an expedited arbitration process with the use of a single arbitrator. The arbitrator will be chosen in accordance with the procedures for selecting a single neutral arbitrator in force on the date the arbitration is demanded, established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS).
- B. Each party's case will be submitted to the arbitrator within 100 days of the date of determination of the arbitrator. Discovery will be limited to exchanging only those documents directly relating to the issue in dispute, subject to a limit of two discovery depositions from each party, unless otherwise authorized by the arbitrator upon a showing of good cause.
- C. Within 120 days of the date of determination of the arbitrator, the hearing will be completed and a written award will be issued by the arbitrator. The arbitrator will have all the powers conferred on the arbitration panel as provided in the ARBITRATION ARTICLE, and said Article will apply to all matters not specifically addressed above.

#### **ARTICLE XXXVII**

##### **SERVICE OF SUIT**

(This Article is applicable if the Reinsurer is not domiciled in the United States of America and/or is not authorized in any State, Territory, or District of the United States where authorization is required by insurance regulatory authorities. This Article is not intended to conflict with or override the obligation of the parties to arbitrate their disputes in accordance



with the ARBITRATION ARTICLE, the EXPEDITED ARBITRATION ARTICLE, or the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.)

- A. In the event of the failure of the Reinsurer to perform its obligations under this Contract, the Reinsurer, at the request of the Company, shall submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. The Reinsurer, once the appropriate court is selected, whether such court is the one originally chosen by the Company and accepted by the Reinsurer or is determined by removal, transfer, or otherwise, as provided for above, shall comply with all requirements necessary to give said court jurisdiction and, in any suit instituted against it upon this Contract, shall abide by the final decision of such court or of any appellate court in the event of an appeal. The validity and/or enforceability of any arbitration award or judgment obtained in the United States shall not be contested by the Reinsurer in any jurisdiction outside of the United States.
- B. Service of process in such suit may be made upon the law firm of Mendes and Mount, 750 Seventh Avenue, New York, NY 10019, or another party specifically designated by the Reinsurer in its Interests and Liabilities Agreement attached hereto. As respects Lloyd's underwriters, service of process shall be made upon Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017.
- C. Further, pursuant to any statute of any state, territory or district of the United States that makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Contract, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
- D. The individual named in paragraph C shall be deemed the Reinsurer's agent for the service of process:
1. Where the address designated in, or pursuant to paragraph B is invalid; or
  2. To the extent necessary to bring this Contract into conformity with the applicable law of a state with jurisdiction over the Company.

#### **ARTICLE XXXVIII**

#### **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the parties with respect to the business being reinsured hereunder. There are no understandings between the parties other than as expressed in this Contract. Any change or modification to this Contract shall be null and void



unless made by amendment to this Contract and signed by both parties. This Article shall not be construed as limiting in any way the admissibility in the context of an arbitration or any other legal proceeding, evidence regarding the formation, interpretation, purpose or intent of this Contract.

#### **ARTICLE XXXVIX**

#### **MODE OF EXECUTION**

This Contract may be executed either by an original written ink signature of paper documents, by an exchange of facsimile copies showing the original written ink signature of paper documents, or by electronic signature by either party employing appropriate software technology as to satisfy the parties at the time of execution that the version of the document agreed to by each party shall always be capable of authentication and satisfy the same rules of evidence as written signatures. The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this Contract. This Contract may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

#### **ARTICLE XXXX**

#### **INTERMEDIARY**

Gallagher Re Inc. is hereby recognized as the intermediary negotiating this Contract and through whom all communications relating thereto, including but not limited to accounts, claim information, funds and inquiries, shall be transmitted to the Company or the Reinsurer. Payments by the Company to Gallagher Re Inc. shall be deemed to constitute payment to the Reinsurer and payments by the Reinsurer to Gallagher Re Inc. shall be deemed to constitute payment to the Company only to the extent that such payments are actually received by the Company. Gallagher Re Inc., a New York corporation, operates in California and Pennsylvania as Gallagher Re Insurance Services (California License Number OBO1804).

**IN WITNESS WHEREOF**, the Company by its duly authorized representative has executed this Contract as of the date specified below:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**

-  
Signature

-  
Printed Name

-  
Title



## **NUCLEAR INCIDENT EXCLUSION CLAUSE – LIABILITY - REINSURANCE – U.S.A.**

(1) This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.

(2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

### **Limited Exclusion Provision.\***

I. It is agreed that the policy does not apply under any liability coverage,  
to *(injury, sickness, disease, death or destruction,*  
(bodily injury or property damage

with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.

II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.

III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either

(a) become effective on or after 1st May, 1960, or

(b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

### **Broad Exclusion Provision.\***

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision  
relating to *(immediate medical or surgical relief,*

(first aid,

to expenses incurred with respect

to *(bodily injury, sickness, disease or death*

(bodily injury

resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or



(c)the *(injury, sickness, disease, death or destruction*

*(bodily injury or property damages*

arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies only to *(injury to or destruction of property at such nuclear facility*

*(property damage to such nuclear facility and any property thereat.*

IV. As used in this endorsement:

**"Hazardous properties"** include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material," "special nuclear material,"** and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"nuclear facility"** means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d)any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

*(With respect to injury to or destruction of property, the word "injury" or "destruction"*

*("property damage" includes all forms of radioactive contamination of property*

*(includes all forms of radioactive contamination of property.*

V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to

(i) Garage and Automobile Policies issued by the Reassured on New York risks, or

(ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts,

until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association of the Independent Insurance Conference of Canada.

\*NOTE: The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

21/9/67

N.M.A. 1590

BRMA 35A

American Interstate Insurance Company

17900N24 (Eff. 1-1-24)

Casualty Per Occurrence XOL 11-28-23

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† Certain confidential information contained in this Exhibit have been omitted by means of redacting a portion of the text and replacing it with [\*\*\*], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from this Exhibit because it is: (i) not material and (ii) the registrant treats such information as private or confidential.

**Exhibit 10.30**

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
both of Omaha, Nebraska  
and**

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS  
Austin, Texas  
and**

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**

**PRIVATE CASUALTY CATASTROPHE EXCESS OF LOSS  
REINSURANCE CONTRACT**

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**PRIVATE CASUALTY CATASTROPHE EXCESS OF LOSS  
REINSURANCE CONTRACT**  
(the "Contract")

between

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.**  
both of Omaha, Nebraska

and

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**  
Austin, Texas

and

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**  
(collectively, the "Company")

and

**THE SUBSCRIBING REINSURER(S) EXECUTING THE  
INTERESTS AND LIABILITIES AGREEMENT(S)  
ATTACHED HERETO**  
(the "Reinsurer")

**ARTICLE I**

**BUSINESS COVERED**

By this Contract the Reinsurer agrees to reinsure the excess liability of the Company under its Policies that are in force at the effective time and date hereof or issued or renewed at or after that time and date, and classified by the Company as Workers' Compensation, Employers Liability, including but not limited to coverage provided under the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, Outer Continental Shelf Lands Act and any other Federal Coverage extensions, subject to the terms, conditions and limitations hereafter set forth. Coverage hereunder includes Policies classified as loss sensitive, including but not limited to large deductible Policies.



## **ARTICLE II**

### **TERM**

- A. This Contract will apply to all losses occurring during the period January 1, 2024, 12:01 a.m. Standard Time (as set forth in the Company's Policies), to January 1, 2025, 12:01 a.m. Standard Time.
- B. Upon the expiration or termination of this Contract, the entire liability of the Reinsurer for losses occurring subsequent to the date of expiration shall cease concurrently with the date of expiration of this Contract.
- C. Notwithstanding the above, upon expiration or termination of this Contract, the Company shall have the option of requiring that the Reinsurer shall remain liable for losses occurring under Policies in force on the expiration or termination date of this Contract until the next renewal, termination, or natural expiration date of such Policies or until 12 months (plus "odd time," not to exceed 18 months in all) following the date of expiration (whichever occurs first).
- D. If this Contract expires while a Loss Occurrence covered hereunder is in progress, the Reinsurer's liability hereunder shall, subject to the other terms and conditions of this Contract, be determined as if the entire Loss Occurrence had occurred prior to the expiration of this Contract, provided that no part of such Loss Occurrence is claimed against any renewal or replacement of this Contract.

## **ARTICLE III**

### **SPECIAL TERMINATION AND OTHER REMEDIES**

- A. The Company may terminate the share of the Reinsurer and/or exercise any other provisions provided hereunder as respects said Reinsurer at any time, either during the term or after the expiration of this Contract, upon said Reinsurer's experiencing one or more Special Termination Event(s). A "Special Termination Event" shall be deemed to have occurred in the event of any of the following circumstances:
  - 1. A State Insurance Department or other legal authority orders the Reinsurer to cease writing business;
  - 2. The Reinsurer has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations;
  - 3. For any period not exceeding 12 months which commences no earlier than 12 months prior to the inception of this Contract, the Reinsurer's policyholders' surplus, as reported in the financial statements of the Reinsurer, has been reduced by 20.0% or more;



4. The Reinsurer has announced its intent to, or has, become merged with, acquired or controlled by any company, corporation, or individual(s) not controlling the Reinsurer's operations previously;
5. The Reinsurer has reinsured its entire liability under this Contract without the Company's prior written consent;
6. The Reinsurer's A.M. Best financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the A.M. Best Rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
7. The Reinsurer's S&P Global Ratings financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the S&P Global Ratings financial strength rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
8. The Reinsurer has announced its intent to cease, or has ceased, writing new and renewal reinsurance for the lines of business covered hereunder;
9. The Reinsurer has failed to comply with the funding requirements set forth in the RESERVES AND FUNDING ARTICLE;
10. The Reinsurer, directly or through the actions of a parent company or an affiliated entity, has invoked any statute, legislation, or jurisprudence that purports to enable the Reinsurer to:
  - a. Require the Company to settle its claims liabilities, including but not limited to any estimated or undetermined claims liabilities under this Contract, on an accelerated basis. This does not include any attempt to enforce a settlement of claims liabilities under a commutation process to which the parties have agreed; or
  - b. Novate its liabilities under this Contract to a third party without the Company's prior written consent;
11. The Reinsurer has transferred its claims-paying authority under this Contract to an unaffiliated entity or in any other way has assigned its interests or delegated its obligations under this Contract to an unaffiliated entity without the Company's prior written consent. Notwithstanding the foregoing, the transfer of claims-paying authority or administration to a third party, where the Reinsurer maintains control over claims settlement decisions, shall not constitute a transfer of its claims-paying authority for purposes of this subparagraph;
12. The Reinsurer receives a government-backed credit facility or capital infusion;
13. Where the Reinsurer is publicly traded, the Reinsurer's market capitalization is reduced by 50.0% or more from its market capitalization at the inception of this Contract.



- B. Unless it is prohibited by law from doing so, immediately upon the Reinsurer's knowledge of a Special Termination Event, the Reinsurer must notify the Company of such an event in writing, by electronic mail, certified mail, or by a nationally or internationally recognized delivery service. Failure or delay of the Reinsurer to provide such notice shall not constitute a waiver of the Company's rights or remedies contained herein or under law or equity, nor prevent the Company from asserting its rights hereunder at any time.
- C. Where a Special Termination Event has taken place and after giving the Reinsurer 15 days' prior written notice by electronic mail, certified mail, or by a nationally or internationally recognized delivery service, the Company may invoke any one or a combination of the following:
1. The Company may terminate or reduce the Reinsurer's share hereunder effective as of the end of the 15-day notice period or as of the first day of the calendar quarter during which the 15-day notice period ended. In such event, the Company may elect that:
    - a. As respects each Policy in force at the date of termination or reduction, the Reinsurer shall remain liable for all losses occurring from the effective date of the Policy to the end of the run-off period, as provided in paragraph C of the TERM ARTICLE; or
    - b. The entire liability of the Reinsurer for losses occurring subsequent to the date of termination shall cease concurrently with the date of termination, as provided in paragraph B of the TERM ARTICLE. Upon such termination, the Reinsurer shall refund to the Company the portfolio of ceded unearned premium reserve, less any ceding commission previously allowed thereon, with respect to Policies in force as of the date of termination.
  2. The Company may require the Reinsurer to commute all present and future liabilities under this Contract in return for a full and final release of all such liabilities. If this commutation option is exercised, the provisions of paragraphs B through G of the SUNSET AND COMMUTATION ARTICLE shall apply. Until the final resolution of any such commutation, settlements of amounts due hereunder shall continue in accordance with the terms of this Contract.
  3. The Company may require the Reinsurer to fund its share of ceded unearned premium, outstanding loss and Loss Adjustment Expense reserves, reserves for losses and Loss Adjustment Expense incurred but not reported to the Company (IBNR as determined by the Company) and any other balances or financial obligations. Within 30 days of the Company's written request to fund, the Reinsurer shall provide to the Company a clean, unconditional, evergreen, irrevocable letter of credit or a trust agreement which establishes a trust account for the benefit of the Company. The method of funding must be acceptable to the Company, shall be established with a financial institution suitable to the Company, shall comply with any applicable state or federal laws or regulations involving the Company's ability to recognize these agreements as assets or offsets to liabilities in such jurisdictions and shall be at the sole expense of the Reinsurer. The Company and the Reinsurer may mutually agree



on alternative methods of funding or the use of a combination of methods. This option is available to the Company at any time there remains any outstanding liabilities of the Reinsurer. Notwithstanding the foregoing, the Company shall not require funding in accordance with this subparagraph in the event the Reinsurer has otherwise fully funded its obligations under this Contract in a manner acceptable to the Company.

D. The Company, at its sole option, may classify the Reinsurer as a "Run-off Reinsurer," where said Reinsurer experiences one or more of the Special Termination Events set forth in subparagraphs 1, 2, 5, 8, and 11 under paragraph A above.

Notwithstanding any other provision of this Contract, in the event that a Reinsurer becomes classified by the Company as a Run-off Reinsurer at any time, the Company may elect, by giving written notice to the Run-off Reinsurer at any time thereafter, that all or any of the following shall apply to the Run-off Reinsurer's share hereunder:

1. If payment of any claim has been received from the Reinsurers constituting at least 70.0% of the interests and liabilities of all the Reinsurers that participated on this Contract and are active as of the due date, it being understood that said date shall not be later than 90 days from the date of transmittal by the intermediary of the initial billing for each such payment, the Run-off Reinsurer shall be estopped from denying such claim and must pay within 10 days following transmittal to the Run-off Reinsurer of written notification of such payments. For purposes of this subparagraph, a Reinsurer shall be deemed to be active if it is not a Run-off Reinsurer.
2. The interest penalty specified in the LATE PAYMENTS ARTICLE shall be increased by 0.5% for each 30 days that the payment is past due. If the interest rate provided under this paragraph exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.
3. In the event that either party demands arbitration of a dispute between the Company and the Run-off Reinsurer, unless the arbitration notice includes a demand for rescission of this Contract, notwithstanding the terms of the ARBITRATION ARTICLE or the EXPEDITED ARBITRATION ARTICLE and at the Company's option, the dispute shall be resolved by a sole neutral arbitrator and the following procedures shall apply:
  - a. The sole arbitrator shall be chosen by mutual agreement of the parties within 15 business days after the demand for arbitration. If the parties have not chosen an arbitrator within the 15 business days after receipt of the arbitration notice, the arbitrator shall be chosen in accordance with the single umpire selection procedures established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) for Small Claim Disputes in force on the date the arbitration is demanded. The nominated arbitrator must be available to read any written submissions and hear testimony within 60 days of being chosen.



- b. Within 10 business days after the arbitrator has been appointed, the parties shall be notified of deadlines for the submission of briefs and documentary evidence, as determined by the arbitrator. There shall be no discovery or hearing unless the parties agree to engage in limited discovery and/or a hearing. Also, the arbitrator can determine, without the consent of the parties, that a limited hearing is necessary.
- c. The arbitrator shall render a decision within 10 business days after the later of the date on which briefs are submitted or the end of the limited hearing. The decision of the arbitrator shall be in writing and shall be final and binding on both parties.

E. The Company's waiver of any rights provided in this Article is not a waiver of that right or other rights at a later date.

#### **ARTICLE IV**

##### **DEFINITIONS**

The terms set forth below, wherever they appear in this Contract and regardless of whether they appear in a singular or plural form, shall have the meanings given herein. Any capitalized term not defined in this Article shall have the meaning consistent with its use: i) in any agreement referenced herein or ii) by the Company.

##### **A. Act of Terrorism**

"Act of Terrorism" as used herein shall follow the definition provided under the Terrorism Risk Insurance Act of 2002 (TRIA) and as amended by the Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015, and 2019 (TRIPRA), together and including any extensions, reauthorizations, or replacement thereof, the "Terrorism Act."

In the event the Terrorism Act is not extended or renewed, Act of Terrorism shall mean a violent act or an act that is dangerous to human life; property; or infrastructure that 1) has resulted in damage within the United States, or outside of the United States in the case of an air carrier or vessel and 2) was committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Company shall determine the application of the above definition.

An "Act of Terrorism" may include an act involving the use and/or dispersal of nuclear, chemical, biological or radiological agents.

##### **B. Declaratory Judgment Expense**

"Declaratory Judgment Expense" as used herein shall mean all expenses incurred by the Company in connection with a declaratory judgment action brought to determine the Company's defense and/or indemnification obligations that are allocable to a specific claim subject to this Contract. Declaratory Judgment Expense shall be deemed to have been



incurred on the date of the original loss (if any) giving rise to the declaratory judgment action.

#### C. Extra Contractual Obligations/Loss in Excess of Policy Limits

##### 1. Extra Contractual Obligations

This Contract shall protect the Company for any "Extra Contractual Obligations" which as used herein shall mean any punitive, exemplary, compensatory or consequential damages, other than Loss in Excess of Policy Limits, paid or payable by the Company as a result of an action against it by its insured, its insured's assignee or a third party claimant, by reason of alleged or actual negligence, fraud or bad faith on the part of the Company in handling a claim under a Policy subject to this Contract.

An Extra Contractual Obligation shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the Policy.

##### 2. Loss in Excess of Policy Limits

This Contract shall protect the Company for any "Loss in Excess of Policy Limits" which as used herein shall mean an amount that the Company would have been contractually liable to pay had it not been for the limit of the original Policy as a result of an action against it by its insured, its insured's assignee or a third party claimant. Such loss in excess of the limit shall have been incurred because of failure by the Company to settle within the Policy limit, or by reason of alleged or actual negligence, fraud, or bad faith in rejecting an offer of settlement or in the preparation of the defense or in the trial of any action against its insured or in the preparation or prosecution of an appeal consequent upon such action.

3. This paragraph C shall not apply where an Extra Contractual Obligation and/or Loss in Excess of Policy Limits has been incurred due to an adjudicated finding of fraud committed by a member of the Board of Directors or a corporate officer of the Company acting individually or collectively or in collusion with a member of the Board of Directors or a corporate officer or a partner of any other corporation or partnership.

#### D. Loss Adjustment Expense

"Loss Adjustment Expense" as used herein shall mean all costs and expenses allocable to a specific claim that are incurred by the Company in the investigation, appraisal, adjustment, settlement, litigation, arbitration, defense, disposition or appeal of a specific claim, including court costs and costs of supersedeas and appeal bonds, and including 1) pre-judgment interest, unless included as part of the award or judgment; 2) post-judgment interest; 3) legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto, including Declaratory Judgment Expense; and 4) a pro rata share of salaries and expenses of Company field employees, and expenses of other Company employees who have been temporarily diverted from their normal and customary



duties and assigned to the field adjustment of losses covered by this Contract. Loss Adjustment Expense does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of employees, other than (4) above, and office and other overhead expenses.

#### E. Loss Occurrence

"Loss Occurrence" as used in this Contract shall mean any one disaster or casualty or accident or loss or series of disasters or casualties or accidents or losses arising out of or caused by one event.

As respects losses resulting from Occupational Disease or Cumulative Trauma, each employee shall be considered a separate Loss Occurrence subject to the following:

1. This Contract does not apply to and specifically excludes Occupational Disease and Cumulative Trauma losses unless such losses arise as a result of a sudden and accidental event which takes place in its entirety at a specific location, does not exceed any period of 72 continuous hours in duration, and involves injury, disability or death. For the purposes of this subparagraph, "sudden" shall mean that the first and last exposure(s) of all individuals to the event that contribute to the loss shall have occurred within a single and continuous 72-hour period.
2. All resulting Occupational Disease or Cumulative Trauma losses shall be considered as one Loss Occurrence and may be combined with losses classified as other than Occupational Disease or Cumulative Trauma which arise out of the same event, and the combination of such losses shall be considered as one Loss Occurrence within the meaning hereof as respects coverage classified as Workers' Compensation Act and Employers' Liability including the United States Longshore and Harbor Workers' Compensation Act, the Jones Act, the Federal Employers' Liability Act, the Maritime Employers' Liability Act and any other similar act.
3. Notwithstanding the provisions of subparagraph 2, it is further understood and agreed that for the purposes of this Contract a Loss Occurrence arising out of or caused by a Communicable Disease, shall be deemed to be an Occupational Disease. This provision applies irrespective of whether or not the injury, disability or death is compensable as an accident, accidental injury or such like as defined under Workers' Compensation or any similar law by applicable State or Federal statutes or regulations. Furthermore, this provision also applies to any Communicable Disease suffered by an employee for which an insured is liable under coverage classified as Employers' Liability without regard to causation.
4. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and



- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

5. Cumulative Trauma as used in this Contract shall mean an injury that fulfills all of the following conditions:

- a. It has occurred from, and has been aggravated by, a repetitive employment related activity;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

6. Occupational Disease as used in this Contract shall mean any abnormal condition that fulfills all of the following conditions:

- a. It has been caused by exposure to a disease-producing agent present in the employee's occupational environment;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

#### F. Policy

"Policy" or "Policies" as used herein shall mean the Company's binders, policies and contracts providing insurance or reinsurance on the classes of business covered under this Contract.

#### G. Ultimate Net Loss

"Ultimate Net Loss" shall mean the actual loss, including any pre-judgment interest which is included as part of the award or judgment, "Second Injury Fund" assessments that can be allocated to specific claims, Loss Adjustment Expense, 90.0% of Loss in Excess of Policy Limits, and 90.0% of Extra Contractual Obligations, paid or to be paid by the Company on its net retained liability after making deductions for all recoveries, subrogations and all claims on inuring reinsurance, whether collectible or not; provided, however, that in the event of the insolvency of the Company, payment by the Reinsurer shall be made in accordance with the provisions of the INSOLVENCY ARTICLE. Nothing herein shall be construed to mean that losses under this Contract are not recoverable until the Company's Ultimate Net Loss has been ascertained. As respects large deductible Policies, Ultimate Net Loss shall be net of any applicable deductible.



Notwithstanding the definition of "Ultimate Net Loss" herein, the provisions of paragraph H of the COVERAGE ARTICLE as respects the Minnesota Workers' Compensation Reinsurance Association shall apply.

#### **ARTICLE V**

#### **TERRITORY**

The territorial limits of this Contract shall be identical with those of the Company's Policies.

#### **ARTICLE VI**

#### **EXCLUSIONS**

A. This Contract does not apply to and specifically excludes the following:

1. Reinsurance assumed by the Company under obligatory reinsurance agreements, except:
  - a. Agency reinsurance where the policies involved are to be re-underwritten in accordance with the underwriting standards of the Company and reissued as Company policies at the next anniversary or expiration date; and
  - b. Intercompany reinsurance between any of the reinsured companies under this Contract.
2. Nuclear risks as defined in the "Nuclear Incident Exclusion Clause – Liability – Reinsurance – U.S.A." (NMA 1590 21/9/67) attached hereto.
3. Liability as a member, subscriber or reinsurer of any Pool, Syndicate or Association, including Assigned Risk Plans or similar plans; however, this exclusion shall not apply to liability under a Policy specifically designated to the Company from an Assigned Risk Plan or similar plan.
4. All liability of the Company arising by contract, operation of law, or otherwise, from its participation or membership, whether voluntary or involuntary, in any Insolvency Fund. "Insolvency Fund" includes any guaranty fund, insolvency fund, plan, pool, association, fund or other arrangement, however denominated, established or governed, which provides for any assessment of or payment or assumption by the Company of part or all of any claim, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any claim, debt, charge, fee or other obligation in whole or in part.
5. Loss caused directly or indirectly by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to any of the foregoing. This exclusion shall not apply to any Policy that contains a standard war exclusion.



6. Workers' Compensation where the principal exposure, as defined by the governing class code, is:

- a. Operation of aircraft, but only if the annual estimated policy premium is \$250,000 or more;
- b. Operation of Railroads, subways or street railways;
- c. Manufacturing, assembly, packing or processing of fireworks, fuses, nitroglycerine, magnesium, pyroxylin, ammunition or explosives. This exclusion does not apply to the assembly, packing or processing of explosives when the estimated annual premium is under \$250,000 and does not apply to the commercial use of explosives;
- d. Underground mining.

7. Professional sports teams.

- B. Notwithstanding the foregoing, insureds regularly engaged in operations not excluded under paragraph A above, but whose operations may include one or more perils excluded therein, shall not be excluded from coverage afforded by this Contract, provided said operations are incidental to the main operations of the insured. Notwithstanding the foregoing, coverage extended under this paragraph for incidental operations of an insured shall not apply to exposures excluded under subparagraphs 1 through 5 of paragraph A above. The Company shall be the judge of what constitutes an incidental part of the insured's operation.
- C. Except for subparagraphs 1 through 5 of paragraph A above, if the Company is inadvertently bound or is unknowingly exposed (due to error, an existing insured extending its operations to include coverage excluded hereunder, or automatic provisions of policy coverage) on a risk otherwise excluded in paragraph A above, such exclusion shall be waived. The duration of said waiver will not extend beyond the time that notice of such coverage has been received by a responsible underwriting authority of the Company and for a period not exceeding 30 days thereafter, or such longer period required to conform with any notice of cancellation provisions prescribed by regulatory authorities, such period not to exceed 12 months plus odd time (not exceeding 18 months).
- D. If the Company is required to accept an assigned risk which conflicts with one or more of the exclusions set forth in subparagraph 6 of paragraph A, reinsurance shall apply, but only for the difference between the Company's retention and the limit required by the applicable state statute, and in no event shall the Reinsurer's liability exceed the limit set forth in the COVERAGE ARTICLE.
- E. Notwithstanding the foregoing, any reinsurance falling within the scope of one or more of the exclusions set forth above that is specially accepted by the Reinsurer from the Company shall be covered under this Contract and be subject to the terms hereof.
- F. Should an arbitration decision or any judicial or regulatory entity having competent jurisdiction invalidate any exclusion in or expand coverage of the original Policy of the



Company that is also the subject of one or more exclusions set forth in paragraph A above, except for subparagraphs 1 through 5 of paragraph A above, then any amount of loss for which the Company would not be liable, except for such invalidation or expansion of coverage, shall not be subject to any of the exclusions, conditions and limitations hereinafter set forth under this Contract.

## **ARTICLE VII**

### **TERRORISM ACT RECOVERIES**

- A. Any financial assistance the Company receives under the Terrorism Act, shall apply as follows:
1. Except as provided in subparagraph 2 below, any such financial assistance shall inure solely to the benefit of the Company and shall be entirely disregarded in applying all of the provisions of this Contract.
  2. If losses occurring hereunder result in recoveries made by the Company both under this Contract and under the Terrorism Act, and such recoveries, together with any other reinsurance recoverables made by the Company applicable to said losses, exceed the total amount of the Company's insured losses, any amount in excess thereof shall reduce the Ultimate Net Loss subject to this Contract for the losses to which the Terrorism Act assistance applies. These recoveries shall be returned in proportion to each Reinsurer's paid share of the loss.
- B. Nothing herein shall be construed to mean that the losses under this Contract are not recoverable until the Company has received financial assistance under the Terrorism Act.

## **ARTICLE VIII**

### **COVERAGE**

- A. The Reinsurer shall be liable for the Ultimate Net Loss in excess of \$80,000,000 as a result of any one Loss Occurrence. The Reinsurer's liability in respect of any one Loss Occurrence shall not exceed \$20,000,000.
- B. The Reinsurer's liability in respect of Ultimate Net Loss amounts recoverable hereunder for an Act of Terrorism (as defined in the definition of "Act of Terrorism") occurring during the term of this Contract shall not exceed \$20,000,000. This paragraph is not subject to the REINSTATEMENT ARTICLE.
- C. The Reinsurer's liability in respect of all losses occurring during the term of this Contract shall not exceed \$40,000,000.
- D. As respects the statutory portion of any Workers' Compensation Policy, which is deemed to include Loss Adjustment Expense, the Company's Ultimate Net Loss subject to this Contract shall not exceed \$20,000,000 as respects any one life, each Loss Occurrence.



- E. The Company shall be permitted to purchase (or maintain) other reinsurance which inures to the benefit of this Contract.
- F. The Company shall be permitted to carry underlying reinsurance, recoveries under which shall inure solely to the benefit of the Company and be entirely disregarded in applying all of the provisions of this Contract.
- G. As respects Employers Liability, the maximum net subject Policy limit (except statutory where required by law) as respects any one Policy shall be \$2,000,000 or the Company shall be deemed to have purchased inuring excess facultative reinsurance for subject Policy limits in excess of \$2,000,000.
- H. The Company shall be permitted to carry excess of loss reinsurance applying to Workers' Compensation risks in the State of Minnesota, actual recoveries under which shall inure to the benefit of this Contract. Such coverage shall be provided through the Minnesota Workers' Compensation Reinsurance Association. Notwithstanding the treatment of inuring coverage in the definition of Ultimate Net Loss, the liability of the Reinsurer for Minnesota Workers' Compensation risks is not released.

## **ARTICLE IX**

### **REINSTATEMENT**

- A. Should all or any part of the Reinsurer's limit of liability be exhausted as a result of a Loss Occurrence, the sum so exhausted shall be reinstated from the date the Loss Occurrence commenced.
- B. For each amount so reinstated, the Company agrees to pay an additional premium at the time of the Reinsurer's payment of the loss calculated in accordance with the following formula:
1. The percentage of the Reinsurer's limit of liability exhausted for the Loss Occurrence; times
  2. The premium for the term of this Contract (exclusive of reinstatement premium).

The dollar amount resulting from the multiplication of subparagraphs 1 and 2 above shall equal the reinstatement premium.

- C. Nevertheless, the Reinsurer's liability hereunder shall not exceed \$20,000,000 in respect of any one Loss Occurrence, and shall be further limited to \$40,000,000 in respect of all losses occurring during the term of this Contract.

## **ARTICLE X**

### **SPECIAL ACCEPTANCE**

From time to time the Company may request a special acceptance applicable to this Contract. If such agreement is not achieved, such special acceptance shall be made to this Contract only with



respect to the interests and liabilities of each Reinsurer who agrees to the special acceptance. Should denial for special acceptance not be received within 10 business days of said request, the special acceptance shall be deemed automatically agreed. In the event a reinsurer becomes a party to this Contract subsequent to one or more special acceptances hereunder, the new reinsurer shall automatically accept such special acceptance(s) as being covered hereunder.

#### **ARTICLE XI**

##### **ACCOUNTING BASIS**

All premiums and losses under this Contract shall be reported on an "accident year" accounting basis. Unless specified otherwise herein, all premiums shall be credited to the period during which they earn, and all losses shall be charged to the period during which they occur.

#### **ARTICLE XII**

##### **REINSURANCE PREMIUM**

- A. As premium for the reinsurance provided hereunder, the Company shall pay the Reinsurer a flat premium of \$[\*\*\*], payable in quarterly installments of \$[\*\*\*] on January 1, April 1, July 1, and October 1, 2024.
- B. If this Contract expires on a runoff basis, the Company shall pay the Reinsurer a flat premium of \$[\*\*\*] as premium for the runoff period. The runoff premium shall be paid in quarterly installments of \$[\*\*\*] on January 1, April 1, July 1, and October 1, 2025.

#### **ARTICLE XIII**

##### **NOTICE OF LOSS AND LOSS SETTLEMENTS**

- A. As soon as practicable, the Company shall advise the Reinsurer of all bodily injury claims or losses involving any of the following:
1. Any claim or loss reserved at 50.0% or more of the Company's retention under this Contract.
  2. Any claim involving any of the following injuries where the Company's incurred loss is greater than or equal to \$1,000,000:
    - a. Fatality.
    - b. Spinal cord injuries (e.g., quadriplegia, paraplegia).
    - c. Brain damage (e.g., seizure, coma or physical/mental impairment).
    - d. Severe burn injuries resulting in disfigurement or scarring.
    - e. Total or partial blindness in one or both eyes.
    - f. Major organ (e.g., heart, lungs).



g. Amputation of a limb or multiple fractures.

- B. The Company shall also advise the Reinsurer promptly of all losses which, in the opinion of the Company, may result in a claim hereunder and of all subsequent developments thereto which, in the opinion of the Company, may materially affect the position of the Reinsurer.
- C. When so requested in writing, the Company shall afford the Reinsurer or its representatives an opportunity to be associated with the Company, at the expense of the Reinsurer, in the defense of any claim, suit or proceeding involving this reinsurance, and the Company and the Reinsurer shall cooperate in every respect in the defense of such claim, suit or proceeding, provided that in the event of a disagreement, the decision of the Company shall prevail.
- D. All loss settlements made by the Company that are within the terms and conditions of this Contract (including but not limited to ex gratia payments) shall be binding upon the Reinsurer. Upon receipt of satisfactory proof of loss, the Reinsurer agrees to promptly pay or allow, as the case may be, its share of each such settlement in accordance with this Contract.

#### **ARTICLE XIV**

##### **LIABILITY OF REINSURERS**

All reinsurances for which the Reinsurer shall be liable by virtue of this Contract shall be subject in all respects to the same rates, terms, conditions, interpretations and waivers and to the same modifications, alterations, and cancellations, as the respective policies to which such reinsurances relate, the true intent of the parties to this Contract being that the Reinsurer shall follow the fortunes of the Company.

#### **ARTICLE XV**

##### **LATE PAYMENTS**

- A. In the event any premium, loss or other payment due either party is not received by the Intermediary hereunder by the payment due date, the party to whom payment is due may, by notifying the Intermediary in writing, require the debtor party to pay, and the debtor party agrees to pay, an interest penalty on the amount past due calculated for each such payment on the last business day of each month as follows:
1. The number of full days which have expired since the due date or the last monthly calculation, whichever the lesser; times
  2. 1/365ths of a rate equal to the U.S. Prime Rate as published in *The Wall Street Journal* on the first business day following the date a remittance becomes due plus 3.0%; times
  3. The amount past due, including accrued interest.



It is agreed that interest shall accumulate until payment of the original amount due plus interest penalties have been received by the Intermediary.

B. The establishment of the due date shall, for purposes of this Article, be determined as follows:

1. As respects the payment of premiums due the Reinsurer, the due date shall be as provided for in the applicable section of this Contract.
2. Any claim or loss payment due the Company hereunder shall be deemed due 10 business days after the proof of loss or demand for payment is transmitted to the Reinsurer. If such loss or claim payment is not received within the 10 days, interest will accrue on the payment or amount overdue in accordance with the interest penalty calculation above, from the date the proof of loss or demand for payment was transmitted to the Reinsurer.
3. As respects any payment, adjustment or return due either party not otherwise provided for in subparagraphs 1 and 2 of this paragraph, the due date shall be as provided for in the applicable section of this Contract.

C. For purposes of interest calculation only, amounts due hereunder shall be deemed paid upon receipt by the Intermediary. The validity of any claim or payment may be contested under the provisions of this Contract. If the debtor party prevails in an arbitration, or any other proceeding, there shall be no interest penalty due. Otherwise, any interest will be calculated and due as outlined above.

D. Interest penalties arising out of the application of this Article that are \$100 or less from any party shall be waived unless there is a pattern of late payments consisting of three or more items over the course of any 12-month period.

E. If the interest rate provided under this Article exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.

## **ARTICLE XVI**

### **ANNUITIES AT THE COMPANY'S OPTION**

- A. Whenever the Company is required, or elects, to purchase an annuity or to negotiate a structured settlement, either in satisfaction of a judgment or in an out-of-court settlement or otherwise, the cost of the annuity or the structured settlement, as the case may be, shall be deemed part of the Company's Ultimate Net Loss.
- B. The terms "annuity" or "structured settlement" shall be understood to mean any insurance policy, lump sum payment, agreement or device of whatever nature resulting in the payment of a lump sum by the Company in settlement of any or all future liabilities which may attach to it as a result of an occurrence.



C. In the event the Company purchases an annuity which inures in whole or in part to the benefit of the Reinsurer, it is understood that the liability of the Reinsurer is not released thereby. In the event the Company is required to provide benefits not provided by the annuity for whatever reason, the Reinsurer shall pay its share of any loss.

#### **ARTICLE XVII**

#### **AGENCY AGREEMENT**

If more than one reinsured company is named as a party to this Contract, the first named company will be deemed the agent of the other reinsured companies for purposes of sending or receiving notices required by the terms and conditions of this Contract and for purposes of remitting or receiving any monies due any party.

#### **ARTICLE XVIII**

#### **SUBROGATION**

The Reinsurer shall be credited with subrogation recoveries (i.e., reimbursement obtained or recovery made by the Company, less Loss Adjustment Expense incurred in obtaining such reimbursement or making such recovery) on account of claims and settlements involving reinsurance hereunder. Subrogation recoveries thereon shall always be used to reimburse the excess carriers in the reverse order of their priority according to their participation before being used in any way to reimburse the Company for its primary loss. The Company, at its sole option and discretion, may enforce its rights to subrogation relating to any loss, a part of which loss was sustained by the Reinsurer, and may prosecute all claims arising out of such rights.

#### **ARTICLE XIX**

#### **ERRORS AND OMISSIONS**

Any inadvertent delay, omission or error shall not be held to relieve either party hereto from any liability which would attach to it hereunder if such delay, omission or error had not been made, provided such omission or error is rectified upon discovery. Nothing contained in this Article shall be held to override the specific loss reporting deadline of the SUNSET AND COMMUTATION ARTICLE.

#### **ARTICLE XX**

#### **OFFSET**

A. The Company and the Reinsurer may offset any balance or amount due from one party to the other under this Contract or any other contract heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or ceding company. The party asserting the right of offset may exercise such right any time whether the balances due are on account of premiums or losses or otherwise; however, in the event of the insolvency of any party hereto, offset shall be in accordance with applicable law.



- B. A Reinsurer subject to any of the circumstances listed in paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE shall not offset balances or amounts due, as set forth in paragraph A above, without the prior written consent of the Company.

#### **ARTICLE XXI**

#### **CURRENCY**

- A. Whenever the word "dollars" or the "\$" sign appears in this Contract, they shall be construed to mean United States dollars and all transactions under this Contract shall be in United States dollars.
- B. Amounts paid or received by the Company in any other currency shall be converted to United States dollars at the rate of exchange at the date such transaction is entered on the books of the Company.

#### **ARTICLE XXII**

#### **TAXES**

In consideration of the terms under which this Contract is issued, the Company will not claim a deduction in respect of the premium hereon when making tax returns, other than income or profits tax returns, to any state or territory of the United States of America, the District of Columbia or Canada.

#### **ARTICLE XXIII**

#### **FEDERAL EXCISE TAX**

(Applicable to those Reinsurers who are domiciled outside the United States of America, excepting Reinsurers exempt from Federal Excise Tax.)

- A. The Reinsurer has agreed to allow for the purpose of paying the Federal Excise Tax the applicable percentage of the premium payable hereon (as imposed under Section 4371 of the Internal Revenue Code) to the extent such premium is subject to the Federal Excise Tax.
- B. In the event of any return of premium becoming due hereunder the Reinsurer will deduct the applicable percentage from the return premium payable hereon and the Company or its agent should take steps to recover the tax from the United States Government.

#### **ARTICLE XXIV**

#### **TRADE AND ECONOMIC SANCTIONS**

Notwithstanding any other provision in the Contract to the contrary, if at any time should any receipt or payment of funds or any other contemplated transaction under the Contract constitute an actual or potential violation of any economic sanction, regulation or order which is applicable



to either the Company or the Reinsurer, the party who becomes aware of the actual or potential violation shall as soon as commercially reasonable notify the other party of the actual or potential violation and the reasons therefore. Solely with respect to such receipt, payment or other transaction, the obligation of the parties under the Contract shall be suspended until such time as the Company or the Reinsurer are authorized by applicable law, regulation, or license to perform under the Contract. The obligations of the parties under the Contract shall remain in effect with respect to the receipt or payment of funds or any other contemplated transaction which would not constitute a violation of any economic sanction, regulation or order.

## **ARTICLE XXV**

### **RESERVES AND FUNDING**

(In the event any of the provisions of this Article conflict with or otherwise fail to satisfy the requirements of the appropriate credit for reinsurance statute or regulation, this Article will be deemed amended to conform to the appropriate statute or regulation; the intent of this Article being that the Company will be permitted to realize full credit for the reinsurance ceded to the Reinsurer under this Contract.)

A. A Reinsurer will provide funding under the terms of this Article only if:

1. The Company will be denied statutory credit for reinsurance ceded to that Reinsurer pursuant to the credit for reinsurance law or regulations in any applicable jurisdiction; or
2. The Company is allowed statutory credit for reinsurance ceded to that Reinsurer on the basis of that Reinsurer having satisfied the conditions pertaining to Reciprocal Jurisdictions as set forth in the credit for reinsurance law or regulations in any applicable jurisdiction, and:
  - a. That Reinsurer resists enforcement of a final judgment that is enforceable under the law of the jurisdiction in which it was obtained or a properly enforceable arbitration award, whether obtained by the ceding insurer or by its legal successor on behalf of its resolution estate; or
  - b. That Reinsurer enters into a solvent scheme of arrangement subsequent to the effective date of this Contract.

In the event of either a. or b. of this subparagraph 2, the Reinsurer shall fund 100% of its portion of the Reinsurer's obligations as defined below.

B. As regards Policies or bonds issued by the Company coming within the scope of this Contract, the Company agrees that when it shall file with the insurance regulatory authority or set up on its books reserves for losses covered hereunder which it shall be required by law to set up, it will forward to the Reinsurer a statement showing the proportion of such reserves which is applicable to the Reinsurer. The Reinsurer hereby agrees to fund such reserves in the amount necessary for the Company to obtain full credit for reinsurance pursuant to the credit for reinsurance law or regulations of the regulatory authority having jurisdiction over the Company's reserves and in respect of known outstanding losses that



have been reported to the Reinsurer and allocated Loss Adjustment Expense relating thereto, losses and allocated Loss Adjustment Expense paid by the Company but not recovered from the Reinsurer, plus reserves for losses incurred but not reported, as shown in the statement prepared by the Company (hereinafter referred to as "Reinsurer's obligations") by funds withheld, cash advances or a Letter of Credit. The Reinsurer shall have the option of determining the method of funding provided it is acceptable to the Company and to the insurance regulatory authorities having jurisdiction over the Company's reserves.

- C. When funding by a Letter of Credit, the Reinsurer agrees to apply for and secure timely delivery to the Company of a clean, irrevocable and unconditional Letter of Credit issued by a bank and containing provisions acceptable to the insurance regulatory authorities having jurisdiction over the Company's reserves in an amount equal to the Reinsurer's proportion of said reserves. Such Letter of Credit shall be issued for a period of not less than one year, and shall be automatically extended for one year from its date of expiration or any future expiration date unless 30 days (60 days where required by insurance regulatory authorities) prior to any expiration date the issuing bank shall notify the Company by certified or registered mail that the issuing bank elects not to consider the Letter of Credit extended for any additional period.
- D. The Reinsurer and Company agree that the Letters of Credit provided by the Reinsurer pursuant to the provisions of this Contract may be drawn upon at any time, notwithstanding any other provision of this Contract, and be utilized by the Company or any successor, by operation of law, of the Company including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Company for the following purposes, unless otherwise provided for in a separate Trust Agreement:
1. To reimburse the Company for the Reinsurer's obligations, the payment of which is due under the terms of this Contract and which has not been otherwise paid;
  2. To make refund of any sum which is in excess of the actual amount required to pay the Reinsurer's obligations under this Contract;
  3. To fund an account with the Company for the Reinsurer's obligations. Such cash deposit shall be held in an interest bearing account separate from the Company's other assets, and interest thereon not in excess of the prime rate shall accrue to the benefit of the Reinsurer;
  4. To pay the Reinsurer's share of any other amounts the Company claims are due under this Contract.

In the event the amount drawn by the Company on any Letter of Credit is in excess of the actual amount required for subparagraph 1 or 3, or in the case of subparagraph 4, the actual amount determined to be due, the Company shall promptly return to the Reinsurer the excess amount so drawn. All of the foregoing shall be applied without diminution because of insolvency on the part of the Company or the Reinsurer.



- E. The issuing bank shall have no responsibility whatsoever in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ensure that withdrawals are made only upon the order of properly authorized representatives of the Company.
- F. At annual intervals, or more frequently as agreed but never more frequently than quarterly, the Company shall prepare a specific statement of the Reinsurer's obligations, for the sole purpose of amending the Letter of Credit, in the following manner:
1. If the statement shows that the Reinsurer's obligations exceed the balance of credit as of the statement date, the Reinsurer shall, within 30 days after receipt of notice of such excess, secure delivery to the Company of an amendment to the Letter of Credit increasing the amount of credit by the amount of such difference.
  2. If, however, the statement shows that the Reinsurer's obligations are less than the balance of credit as of the statement date, the Company shall, within 30 days after receipt of written request from the Reinsurer, release such excess credit by agreeing to secure an amendment to the Letter of Credit reducing the amount of credit available by the amount of such excess credit.
- G. Should the Reinsurer be in breach of its obligations under this Article, notwithstanding anything to the contrary elsewhere in this Contract, the Company may seek relief in respect of said breach from any court having competent jurisdiction of the parties hereto.

#### **ARTICLE XXVI**

##### **NET RETAINED LINES**

- A. This Contract applies only to that portion of any Policy which the Company retains net for its own account (prior to deduction of any underlying reinsurance specifically permitted in this Contract), and in calculating the amount of any loss hereunder and also in computing the amount or amounts in excess of which this Contract attaches, only loss or losses in respect of that portion of any Policy which the Company retains net for its own account shall be included.
- B. The amount of the Reinsurer's liability hereunder in respect of any loss or losses shall not be increased by reason of the inability of the Company to collect from any other reinsurer(s), whether specific or general, any amounts which may have become due from such reinsurer(s), whether such inability arises from the insolvency of such other reinsurer(s) or otherwise.

#### **ARTICLE XXVII**

##### **THIRD PARTY RIGHTS**

This Contract is solely between the Company and the Reinsurer, and in no instance shall any other party have any rights under this Contract except as expressly provided otherwise in the INSOLVENCY ARTICLE.



## **ARTICLE XXVIII**

### **SEVERABILITY**

If any provision of this Contract shall be rendered illegal or unenforceable by the laws or regulations of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this Contract or the enforceability of such provision in any other jurisdiction.

## **ARTICLE XXIX**

### **GOVERNING LAW**

This Contract shall be governed as to performance, administration and interpretation by the laws of the State of Nebraska, exclusive of that state's rules with respect to conflicts of law, except as to rules with respect to credit for reinsurance in which case the applicable rules of all states shall apply.

## **ARTICLE XXX**

### **INSPECTION OF RECORDS**

- A. The Reinsurer or its designated representative(s) approved by the Company, upon providing reasonable advance notice to the Company, shall have access at the offices of the Company (at all times acting in compliance with the Company's health and safety protocols) or at a location to be mutually agreed, at a time to be mutually agreed, to inspect the Company's underwriting, accounting, or claim files pertaining to the subject matter of this Contract, other than proprietary information or privileged communications. The Company shall determine the manner in which files shall be accessed by the Reinsurer. The Reinsurer may, at its own expense, reasonably request copies of such files and agrees to pay the Company's reasonable costs incurred in procuring such copies.
- B. If any undisputed amounts are overdue from the Reinsurer to the Company, the Reinsurer shall have access to such records only upon payment of all such overdue amounts.
- C. If the Reinsurer makes any inspection of the Company's books and records involving specific claims under this Contract and, as a result of the inspection the claim is contested or disputed, the Reinsurer shall provide the Company, at the Company's request, a summary of any reports, other than proprietary information or privileged communications, completed by the Reinsurer's personnel or by third parties on behalf of the Reinsurer outlining the reasons for contesting or disputing the subject claim.

## **ARTICLE XXXI**

### **CONFIDENTIALITY**

- A. The Reinsurer hereby acknowledges that the documents, information, and data provided to the Reinsurer by the Company, whether directly or through an authorized agent, in connection with the placement, execution or renewal of this Contract, and arising out of



this Contract, ("Confidential Information") are proprietary and confidential to the Company. Confidential Information includes but is not limited to Nonpublic Information as that term is defined by the Insurance Data Security Model Law, approved by the National Association of Insurance Commissioners (hereinafter "Model Law").

- B. Absent the prior written consent of the Company, the Reinsurer will not disclose any Confidential Information to any third parties, except when:
1. The disclosure is to professional advisors or to authorized agents of the Reinsurer performing underwriting, claim handling, pricing, placement and/or evaluation services for the Reinsurer; or
  2. The Confidential Information is publicly known or has become publicly known through no unauthorized act of the Reinsurer; or
  3. Required by retrocessionaires subject to the business ceded to this Contract; or
  4. Required by state regulators performing an audit of the Reinsurer's records and/or financial condition; or
  5. Required by auditors performing an audit of the Reinsurer's records in the normal course of business.
- C. Further, the Reinsurer agrees not to use any Confidential Information for any purpose not permitted by this Contract or not related to the performance of its obligations or enforcement of its rights under this Contract.
- D. Notwithstanding the above, in the event that the Reinsurer is required by court order, other legal process, or any regulatory authority to release or disclose any or all of the Confidential Information, the Reinsurer agrees to provide the Company by written or electronic mail, reasonable advance notice of same prior to such release or disclosure and to use their reasonable best efforts to assist the Company in maintaining the confidentiality provided for in this Article.
- E. The provisions of this Article will extend to the officers, directors, shareholders, employees, and contractors of the Reinsurer and its affiliates, who have received Confidential Information in accordance with this Contract and will be binding upon the Reinsurer's and its affiliates' successors and assigns.
- F. The Reinsurer acknowledges that any unauthorized disclosure of Confidential Information may cause irreparable harm to the Company. Such unauthorized disclosure includes but is not limited to one or more Cybersecurity Events as that term is defined by the Model Law. If Confidential Information is acquired by or made available to an unauthorized third party due the Reinsurer's breach of this Article, the Reinsurer shall notify the Company immediately and the Company shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction. The Company shall be entitled to damages, attorneys' fees and costs, defense and indemnification, and any other remedies available under the law due to the Reinsurer's



breach of this Article. The Company may concurrently or alternatively seek legal relief by way of arbitration as provided for in this Contract.

- G. To protect Confidential Information, the Reinsurer must institute and maintain safeguards in accordance with or comparable to that required for both Licensees and Third Party Service Providers as provided in the Model Law.

## **ARTICLE XXXII**

### **SUNSET AND COMMUTATION**

- A. Ten (10) years after the expiration of this Contract (including the runoff period, if any), the Company shall advise the Reinsurer of any Loss Occurrences attaching to this Contract which have not been finally settled and which may result in a claim by the Company under this Contract. No liability shall attach hereunder for any claim or claims not reported to the Reinsurer within this ten (10) year period (plus the runoff period, if any). If a loss arising out of a Loss Occurrence is reported during this period, all losses arising out of the same Loss Occurrence shall be deemed reported under this paragraph regardless of when notification of loss is provided.
- B. If both parties agree to commute the unsettled losses subject to the Contract, then the Reinsurer's liability for all such unsettled losses shall then be commuted.
- C. It is understood that commutation of all such losses shall be made using tabular reserving methods. For each loss, the nominal ultimate value of the Company's Ultimate Net Loss shall be established by projecting out future medical and indemnity payments and loss expenses by year based on appropriate trends and escalations applied to annual cost estimates. The Contract limit and retention (where applicable) shall then be applied to the nominal ultimate value of the Company's Ultimate Net Loss to determine the nominal ultimate Contract loss. Mortality factors and discount factors shall then be applied by year to the nominal ultimate Contract loss. The discounted, mortality adjusted projected annual loss payments shall be summed to determine the present value ("commutation price") of the ultimate Contract loss. The medical escalation, discount and mortality factors are described in paragraph D.
- D. The following factors shall be utilized in establishing the commutation price:
1. Medical Escalation Rate

The medical escalation rate shall be a reasonable estimate of future medical inflation.



## 2. Discount Rate

The discount rate shall be the annualized 10-year U.S. Treasury Bill rate at the Valuation Date.

## 3. Mortality Tables

Mortality factors shall be based on the most recent mortality table at the Valuation Date from the "Vital Statistics of the United States" as published by the U.S. Department of Health and Human Services, Center for Disease Control and Prevention. Factors for extension beyond age 85 shall also be included.

## 4. Impairment

Impairment factors shall be based on the individual claim characteristics.

Any other method of calculating the commutation price of one or more losses subject to this Contract may be used as mutually agreed between the Company and the Reinsurer.

- E. If the Company and the Reinsurer cannot agree on a commutation value, the effort can be abandoned. Alternatively, the Company and the Reinsurer may mutually agree to settle any difference using a panel of three actuaries, one to be chosen by each party and the third by the two so chosen. If either party refuses or neglects to appoint an actuary within 30 days, the other party may appoint two actuaries. If the two actuaries fail to agree on the selection of a third actuary within 30 days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of Workers' Compensation claims and shall be Fellows of the Casualty Actuarial Society or members of the American Academy of Actuaries. All of the actuaries shall be independent of either party to this Contract.
- F. The settlement agreed upon by a majority of the panel of actuaries shall be final and binding on both parties and set forth in a sworn written document expressing their professional opinion that said value is fair for the complete mutual release of all liabilities in respect of such reserves.
- G. The Reinsurer's commutation payment shall be due within seven days following the date the Company and the Reinsurer agree to the commutation price. Such payment by the Reinsurer shall constitute both a complete release of the Reinsurer of its liability for all losses, known or unknown, under this Contract, and a complete release of the Company of its liabilities and obligations, known or unknown, under this Contract.
- H. This Article shall survive the expiration of this Contract.



## **ARTICLE XXXIII**

### **INSOLVENCY**

- A. If more than one reinsured company is referenced within the definition of "Company" in the PREAMBLE of this Contract, this Article shall apply severally to each such company. Further, this Article and the laws of the domiciliary state shall apply in the event of the insolvency of any company covered hereunder. In the event a conflict between any provision of this Article and the laws of the domiciliary state of any company covered hereunder, that domiciliary state's laws shall prevail.
- B. In the event of the insolvency of the Company, this reinsurance shall be payable directly to the Company or to its liquidator, receiver, conservator or statutory successor, with reasonable provision for verification, on the basis of the liability of the Company, or on the basis of claims filed and allowed in the liquidation proceedings, whichever may be required by applicable statute, without diminution because of the insolvency of the Company or because the liquidator, receiver, conservator or statutory successor of the Company has failed to pay all or a portion of any claim. It is agreed, however, that the liquidator, receiver, conservator or statutory successor of the Company shall give written notice to the Reinsurer of the pendency of a claim against the Company indicating the Policy or bond reinsured which claim would involve a possible liability on the part of the Reinsurer within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses that it may deem available to the Company or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to the approval of the Court, against the Company as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.
- C. Where two or more Reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the Company.
- D. It is further agreed that, in the event of the insolvency of the Company, the reinsurance under this Contract shall be payable directly by the Reinsurer to the Company or its liquidator, receiver, conservator, or statutory successor, except 1) where this Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company or 2) where the Reinsurer with the consent of the direct insured or insureds has assumed such Policy obligations of the Company as direct obligations of the Reinsurer to the payee under such Policies and in substitution for the obligations of the Company to such payees.
- E. In the event of the insolvency of any company or companies listed in the designation of "Company" under this Contract, this Article shall apply only to the insolvent company or companies.



## **ARTICLE XXXIV**

### **ARBITRATION**

- A. As a condition precedent to any right of action hereunder, any irreconcilable dispute arising out of the interpretation, performance or breach of this Contract, including the formation or validity thereof, whether arising before or after the expiry or termination of the Contract, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent by certified mail, return receipt requested, or such reputable courier service as is capable of returning proof of receipt of such notice by the recipient to the party demanding arbitration.
- B. The Company shall have the option to either litigate or arbitrate where:
1. The Company or the Reinsurer makes any allegation of misrepresentation, non-disclosure, concealment, fraud or bad faith; or
  2. The Reinsurer experiences any of the circumstances set forth in subparagraphs 1 through 10 of paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.
- C. One arbitrator shall be appointed by each party. If either party fails to appoint its arbitrator within 30 days after being requested to do so by the other party, the latter, after 10 days' notice by certified mail or reputable courier as provided above of its intention to do so, may appoint the second arbitrator.
- D. The two arbitrators shall, before instituting the hearing, appoint an impartial third arbitrator who shall preside at the hearing. Should the two arbitrators fail to choose the third arbitrator within 30 days of the appointment of the second arbitrator, the parties shall appoint the third arbitrator pursuant to the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) Umpire Selection Procedure. All arbitrators shall be disinterested active or former senior executives of insurance or reinsurance companies or Underwriters at Lloyd's, London.
- E. Within 30 days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in Omaha, Nebraska but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to substantive law, it shall consider the law of the State of Nebraska. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.
- F. In the event an arbitrator is unable to serve due to death, disability or other incapacity, a replacement arbitrator shall be chosen in accordance with the procedures set forth in this Article for the original selection of the arbitrator appointed and the newly constituted panel



shall take all necessary and/or reasonable measures to continue the arbitration proceedings without additional delay.

G. This Contract shall be interpreted as an honorable engagement rather than merely as a legal obligation. The panel shall make its decision considering the custom and practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.

H. Arbitration proceedings are subject to consolidation as follows:

1. Single contract, multiple reinsurers, common issue: If more than one Reinsurer is involved in arbitration where there are common questions of law or fact and a possibility of conflicting awards or inconsistent results, all such Reinsurers, at the Company's request, shall be joined in a single arbitration proceeding and shall constitute and act as one party for purposes of this Article and communications shall be made by the Company to each of the Reinsurers constituting the one party; provided, however, that nothing therein shall impair the rights of such Reinsurers to assert several, rather than joint defenses or claims, nor be construed as changing the liability of the Reinsurers under the terms of this Contract from several to joint.
2. Single reinsurer, multiple contracts, common issue: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company, under which a dispute has arisen where there are common questions of law or fact with the dispute being arbitrated under this Contract and a possibility of conflicting awards or inconsistent results, the Reinsurer, at the Company's request, shall arbitrate all such reinsurance disputes involving the same loss or common questions of law or fact in one consolidated proceeding, subject to the provisions of this Article.
3. Single reinsurer, multiple contracts: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company and various disputes have arisen under such contracts, regardless of whether or not there are common questions of law or fact, if mutually agreed to by the parties hereto, the parties shall arbitrate all reinsurance disputes in one consolidated proceeding, subject to the provisions of this Article.

The agreement to consolidate disputes under this Contract and one or more other reinsurance contracts will supersede all other reinsurance contracts entered into between the Company and the Reinsurer, regardless of whether any other reinsurance contract may require or address consolidation.

I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the cost of the third arbitrator. The remaining costs of the arbitration shall be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorney's fees, to the extent permitted by law. However, the panel may not award any Exemplary or Punitive Damages and Enhanced Compensatory Damages.



## **ARTICLE XXXV**

### **EXPEDITED ARBITRATION**

- A. Notwithstanding the provisions of the ARBITRATION ARTICLE, in the event an amount in dispute hereunder is \$500,000 or less, the Company may elect to require an expedited arbitration process with the use of a single arbitrator. The arbitrator will be chosen in accordance with the procedures for selecting a single neutral arbitrator in force on the date the arbitration is demanded, established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS).
- B. Each party's case will be submitted to the arbitrator within 100 days of the date of determination of the arbitrator. Discovery will be limited to exchanging only those documents directly relating to the issue in dispute, subject to a limit of two discovery depositions from each party, unless otherwise authorized by the arbitrator upon a showing of good cause.
- C. Within 120 days of the date of determination of the arbitrator, the hearing will be completed and a written award will be issued by the arbitrator. The arbitrator will have all the powers conferred on the arbitration panel as provided in the ARBITRATION ARTICLE, and said Article will apply to all matters not specifically addressed above.

## **ARTICLE XXXVI**

### **SERVICE OF SUIT**

(This Article is applicable if the Reinsurer is not domiciled in the United States of America and/or is not authorized in any State, Territory, or District of the United States where authorization is required by insurance regulatory authorities. This Article is not intended to conflict with or override the obligation of the parties to arbitrate their disputes in accordance with the ARBITRATION ARTICLE, the EXPEDITED ARBITRATION ARTICLE, or the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.)

- A. In the event of the failure of the Reinsurer to perform its obligations under this Contract, the Reinsurer, at the request of the Company, shall submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. The Reinsurer, once the appropriate court is selected, whether such court is the one originally chosen by the Company and accepted by the Reinsurer or is determined by removal, transfer, or otherwise, as provided for above, shall comply with all requirements necessary to give said court jurisdiction and, in any suit instituted against it upon this Contract, shall abide by the final decision of such court or of any appellate court in the event of an appeal. The validity and/or enforceability of any arbitration award or judgment obtained in the United States shall not be contested by the Reinsurer in any jurisdiction outside of the United States.



- B. Service of process in such suit may be made upon the law firm of Mendes and Mount, 750 Seventh Avenue, New York, NY 10019, or another party specifically designated by the Reinsurer in its Interests and Liabilities Agreement attached hereto. As respects Lloyd's underwriters, service of process shall be made upon Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017.
- C. Further, pursuant to any statute of any state, territory or district of the United States that makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Contract, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
- D. The individual named in paragraph C shall be deemed the Reinsurer's agent for the service of process:
1. Where the address designated in, or pursuant to paragraph B is invalid; or
  2. To the extent necessary to bring this Contract into conformity with the applicable law of a state with jurisdiction over the Company.

#### **ARTICLE XXXVII**

#### **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the parties with respect to the business being reinsured hereunder. There are no understandings between the parties other than as expressed in this Contract. Any change or modification to this Contract shall be null and void unless made by amendment to this Contract and signed by both parties. This Article shall not be construed as limiting in any way the admissibility in the context of an arbitration or any other legal proceeding, evidence regarding the formation, interpretation, purpose or intent of this Contract.

#### **ARTICLE XXXVIII**

#### **MODE OF EXECUTION**

This Contract may be executed either by an original written ink signature of paper documents, by an exchange of facsimile copies showing the original written ink signature of paper documents, or by electronic signature by either party employing appropriate software technology as to satisfy the parties at the time of execution that the version of the document agreed to by each party shall always be capable of authentication and satisfy the same rules of evidence as written signatures. The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this Contract. This Contract may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.



**ARTICLE XXXIX**

**INTERMEDIARY**

Gallagher Re Inc. is hereby recognized as the intermediary negotiating this Contract and through whom all communications relating thereto, including but not limited to accounts, claim information, funds and inquiries, shall be transmitted to the Company or the Reinsurer. Payments by the Company to Gallagher Re Inc. shall be deemed to constitute payment to the Reinsurer and payments by the Reinsurer to Gallagher Re Inc. shall be deemed to constitute payment to the Company only to the extent that such payments are actually received by the Company. Gallagher Re Inc., a New York corporation, operates in California and Pennsylvania as Gallagher Re Insurance Services (California License Number OBO1804).

**IN WITNESS WHEREOF**, the Company by its duly authorized representative has executed this Contract as of the date specified below:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**

-  
Signature

-  
Printed Name

-  
Title



## **NUCLEAR INCIDENT EXCLUSION CLAUSE – LIABILITY - REINSURANCE – U.S.A.**

(1) This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.

(2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

### **Limited Exclusion Provision.\***

I. It is agreed that the policy does not apply under any liability coverage,  
to *(injury, sickness, disease, death or destruction,*

(bodily injury or property damage

with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.

II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.

III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either

(a) become effective on or after 1st May, 1960, or

(b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

### **Broad Exclusion Provision.\***

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision  
relating to *(immediate medical or surgical relief,*

(first aid,

to expenses incurred with respect

to *(bodily injury, sickness, disease or death*

(bodily injury

resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or



(c)the *(injury, sickness, disease, death or destruction*

*(bodily injury or property damages*

arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies only to *(injury to or destruction of property at such nuclear facility*

*(property damage to such nuclear facility and any property thereat.*

IV. As used in this endorsement:

**"Hazardous properties"** include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material," "special nuclear material,"** and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"nuclear facility"** means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d)any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

*(With respect to injury to or destruction of property, the word "injury" or "destruction"*

*("property damage" includes all forms of radioactive contamination of property*

*(includes all forms of radioactive contamination of property.*

V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to

(i) Garage and Automobile Policies issued by the Reassured on New York risks, or

(ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts,

until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association of the Independent Insurance Conference of Canada.

\*NOTE: The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

21/9/67

N.M.A. 1590

BRMA 35A

American Interstate Insurance Company

17906N24 (Eff. 1-1-24)

Private Casualty Catastrophe XOL 12-6-23

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† Certain confidential information contained in this Exhibit have been omitted by means of redacting a portion of the text and replacing it with [\*\*\*], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from this Exhibit because it is: (i) not material and (ii) the registrant treats such information as private or confidential.

**Ex 10.31**

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
both of Omaha, Nebraska  
and**

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS  
Austin, Texas  
and**

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**

**PRIVATE CASUALTY CATASTROPHE EXCESS OF LOSS  
REINSURANCE CONTRACT**

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**PRIVATE CASUALTY CATASTROPHE EXCESS OF LOSS  
REINSURANCE CONTRACT**  
(the "Contract")

between

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.**  
both of Omaha, Nebraska

and

**AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**  
Austin, Texas

and

**any other insurance companies which are now or hereafter come under the ownership, control or management of  
Amerisafe, Inc.**  
(collectively, the "Company")

and

**THE SUBSCRIBING REINSURER(S) EXECUTING THE  
INTERESTS AND LIABILITIES AGREEMENT(S)  
ATTACHED HERETO**  
(the "Reinsurer")

**ARTICLE I**

**BUSINESS COVERED**

By this Contract the Reinsurer agrees to reinsure the excess liability of the Company under its Policies that are in force at the effective time and date hereof or issued or renewed at or after that time and date, and classified by the Company as Workers' Compensation, Employers Liability, including but not limited to coverage provided under the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, Outer Continental Shelf Lands Act and any other Federal Coverage extensions, subject to the terms, conditions and limitations hereafter set forth. Coverage hereunder includes Policies classified as loss sensitive, including but not limited to large deductible Policies.



## **ARTICLE II**

### **TERM**

- A. This Contract will apply to all losses occurring during the period January 1, 2024, 12:01 a.m. Standard Time (as set forth in the Company's Policies), to January 1, 2025, 12:01 a.m. Standard Time.
- B. Upon the expiration or termination of this Contract, the entire liability of the Reinsurer for losses occurring subsequent to the date of expiration shall cease concurrently with the date of expiration of this Contract.
- C. Notwithstanding the above, upon expiration or termination of this Contract, the Company shall have the option of requiring that the Reinsurer shall remain liable for losses occurring under Policies in force on the expiration or termination date of this Contract until the next renewal, termination, or natural expiration date of such Policies or until 12 months (plus "odd time," not to exceed 18 months in all) following the date of expiration (whichever occurs first).
- D. If this Contract expires while a Loss Occurrence covered hereunder is in progress, the Reinsurer's liability hereunder shall, subject to the other terms and conditions of this Contract, be determined as if the entire Loss Occurrence had occurred prior to the expiration of this Contract, provided that no part of such Loss Occurrence is claimed against any renewal or replacement of this Contract.

## **ARTICLE III**

### **SPECIAL TERMINATION AND OTHER REMEDIES**

- A. The Company may terminate the share of the Reinsurer and/or exercise any other provisions provided hereunder as respects said Reinsurer at any time, either during the term or after the expiration of this Contract, upon said Reinsurer's experiencing one or more Special Termination Event(s). A "Special Termination Event" shall be deemed to have occurred in the event of any of the following circumstances:
  - 1. A State Insurance Department or other legal authority orders the Reinsurer to cease writing business;
  - 2. The Reinsurer has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations;
  - 3. For any period not exceeding 12 months which commences no earlier than 12 months prior to the inception of this Contract, the Reinsurer's policyholders' surplus, as reported in the financial statements of the Reinsurer, has been reduced by 20.0% or more;



4. The Reinsurer has announced its intent to, or has, become merged with, acquired or controlled by any company, corporation, or individual(s) not controlling the Reinsurer's operations previously;
5. The Reinsurer has reinsured its entire liability under this Contract without the Company's prior written consent;
6. The Reinsurer's A.M. Best financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the A.M. Best Rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
7. The Reinsurer's S&P Global Ratings financial strength rating has been suspended or withdrawn or has been assigned or downgraded below "A-" or, as respects Lloyd's of London, the S&P Global Ratings financial strength rating of the Lloyd's Market has been a suspended or withdrawn or has been assigned or downgraded below "A-";
8. The Reinsurer has announced its intent to cease, or has ceased, writing new and renewal reinsurance for the lines of business covered hereunder;
9. The Reinsurer has failed to comply with the funding requirements set forth in the RESERVES AND FUNDING ARTICLE;
10. The Reinsurer, directly or through the actions of a parent company or an affiliated entity, has invoked any statute, legislation, or jurisprudence that purports to enable the Reinsurer to:
  - a. Require the Company to settle its claims liabilities, including but not limited to any estimated or undetermined claims liabilities under this Contract, on an accelerated basis. This does not include any attempt to enforce a settlement of claims liabilities under a commutation process to which the parties have agreed; or
  - b. Novate its liabilities under this Contract to a third party without the Company's prior written consent;
11. The Reinsurer has transferred its claims-paying authority under this Contract to an unaffiliated entity or in any other way has assigned its interests or delegated its obligations under this Contract to an unaffiliated entity without the Company's prior written consent. Notwithstanding the foregoing, the transfer of claims-paying authority or administration to a third party, where the Reinsurer maintains control over claims settlement decisions, shall not constitute a transfer of its claims-paying authority for purposes of this subparagraph;
12. The Reinsurer receives a government-backed credit facility or capital infusion;
13. Where the Reinsurer is publicly traded, the Reinsurer's market capitalization is reduced by 50.0% or more from its market capitalization at the inception of this Contract.



- B. Unless it is prohibited by law from doing so, immediately upon the Reinsurer's knowledge of a Special Termination Event, the Reinsurer must notify the Company of such an event in writing, by electronic mail, certified mail, or by a nationally or internationally recognized delivery service. Failure or delay of the Reinsurer to provide such notice shall not constitute a waiver of the Company's rights or remedies contained herein or under law or equity, nor prevent the Company from asserting its rights hereunder at any time.
- C. Where a Special Termination Event has taken place and after giving the Reinsurer 15 days' prior written notice by electronic mail, certified mail, or by a nationally or internationally recognized delivery service, the Company may invoke any one or a combination of the following:
1. The Company may terminate or reduce the Reinsurer's share hereunder effective as of the end of the 15-day notice period or as of the first day of the calendar quarter during which the 15-day notice period ended. In such event, the Company may elect that:
    - a. As respects each Policy in force at the date of termination or reduction, the Reinsurer shall remain liable for all losses occurring from the effective date of the Policy to the end of the run-off period, as provided in paragraph C of the TERM ARTICLE; or
    - b. The entire liability of the Reinsurer for losses occurring subsequent to the date of termination shall cease concurrently with the date of termination, as provided in paragraph B of the TERM ARTICLE. Upon such termination, the Reinsurer shall refund to the Company the portfolio of ceded unearned premium reserve, less any ceding commission previously allowed thereon, with respect to Policies in force as of the date of termination.
  2. The Company may require the Reinsurer to commute all present and future liabilities under this Contract in return for a full and final release of all such liabilities. If this commutation option is exercised, the provisions of paragraphs B through G of the SUNSET AND COMMUTATION ARTICLE shall apply. Until the final resolution of any such commutation, settlements of amounts due hereunder shall continue in accordance with the terms of this Contract.
  3. The Company may require the Reinsurer to fund its share of ceded unearned premium, outstanding loss and Loss Adjustment Expense reserves, reserves for losses and Loss Adjustment Expense incurred but not reported to the Company (IBNR as determined by the Company) and any other balances or financial obligations. Within 30 days of the Company's written request to fund, the Reinsurer shall provide to the Company a clean, unconditional, evergreen, irrevocable letter of credit or a trust agreement which establishes a trust account for the benefit of the Company. The method of funding must be acceptable to the Company, shall be established with a financial institution suitable to the Company, shall comply with any applicable state or federal laws or regulations involving the Company's ability to recognize these agreements as assets or offsets to liabilities in such jurisdictions and shall be at the sole expense of the Reinsurer. The Company and the Reinsurer may mutually agree



on alternative methods of funding or the use of a combination of methods. This option is available to the Company at any time there remains any outstanding liabilities of the Reinsurer. Notwithstanding the foregoing, the Company shall not require funding in accordance with this subparagraph in the event the Reinsurer has otherwise fully funded its obligations under this Contract in a manner acceptable to the Company.

D. The Company, at its sole option, may classify the Reinsurer as a "Run-off Reinsurer," where said Reinsurer experiences one or more of the Special Termination Events set forth in subparagraphs 1, 2, 5, 8, and 11 under paragraph A above.

Notwithstanding any other provision of this Contract, in the event that a Reinsurer becomes classified by the Company as a Run-off Reinsurer at any time, the Company may elect, by giving written notice to the Run-off Reinsurer at any time thereafter, that all or any of the following shall apply to the Run-off Reinsurer's share hereunder:

1. If payment of any claim has been received from the Reinsurers constituting at least 70.0% of the interests and liabilities of all the Reinsurers that participated on this Contract and are active as of the due date, it being understood that said date shall not be later than 90 days from the date of transmittal by the intermediary of the initial billing for each such payment, the Run-off Reinsurer shall be estopped from denying such claim and must pay within 10 days following transmittal to the Run-off Reinsurer of written notification of such payments. For purposes of this subparagraph, a Reinsurer shall be deemed to be active if it is not a Run-off Reinsurer.
2. The interest penalty specified in the LATE PAYMENTS ARTICLE shall be increased by 0.5% for each 30 days that the payment is past due. If the interest rate provided under this paragraph exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.
3. In the event that either party demands arbitration of a dispute between the Company and the Run-off Reinsurer, unless the arbitration notice includes a demand for rescission of this Contract, notwithstanding the terms of the ARBITRATION ARTICLE or the EXPEDITED ARBITRATION ARTICLE and at the Company's option, the dispute shall be resolved by a sole neutral arbitrator and the following procedures shall apply:
  - a. The sole arbitrator shall be chosen by mutual agreement of the parties within 15 business days after the demand for arbitration. If the parties have not chosen an arbitrator within the 15 business days after receipt of the arbitration notice, the arbitrator shall be chosen in accordance with the single umpire selection procedures established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) for Small Claim Disputes in force on the date the arbitration is demanded. The nominated arbitrator must be available to read any written submissions and hear testimony within 60 days of being chosen.



- b. Within 10 business days after the arbitrator has been appointed, the parties shall be notified of deadlines for the submission of briefs and documentary evidence, as determined by the arbitrator. There shall be no discovery or hearing unless the parties agree to engage in limited discovery and/or a hearing. Also, the arbitrator can determine, without the consent of the parties, that a limited hearing is necessary.
- c. The arbitrator shall render a decision within 10 business days after the later of the date on which briefs are submitted or the end of the limited hearing. The decision of the arbitrator shall be in writing and shall be final and binding on both parties.

E. The Company's waiver of any rights provided in this Article is not a waiver of that right or other rights at a later date.

#### **ARTICLE IV**

##### **DEFINITIONS**

The terms set forth below, wherever they appear in this Contract and regardless of whether they appear in a singular or plural form, shall have the meanings given herein. Any capitalized term not defined in this Article shall have the meaning consistent with its use: i) in any agreement referenced herein or ii) by the Company.

##### **A. Act of Terrorism**

"Act of Terrorism" as used herein shall follow the definition provided under the Terrorism Risk Insurance Act of 2002 (TRIA) and as amended by the Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015, and 2019 (TRIPRA), together and including any extensions, reauthorizations, or replacement thereof, the "Terrorism Act."

In the event the Terrorism Act is not extended or renewed, Act of Terrorism shall mean a violent act or an act that is dangerous to human life; property; or infrastructure that 1) has resulted in damage within the United States, or outside of the United States in the case of an air carrier or vessel and 2) was committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Company shall determine the application of the above definition.

An "Act of Terrorism" may include an act involving the use and/or dispersal of nuclear, chemical, biological or radiological agents.

##### **B. Declaratory Judgment Expense**

"Declaratory Judgment Expense" as used herein shall mean all expenses incurred by the Company in connection with a declaratory judgment action brought to determine the Company's defense and/or indemnification obligations that are allocable to a specific claim subject to this Contract. Declaratory Judgment Expense shall be deemed to have been



incurred on the date of the original loss (if any) giving rise to the declaratory judgment action.

#### C. Extra Contractual Obligations/Loss in Excess of Policy Limits

##### 1. Extra Contractual Obligations

This Contract shall protect the Company for any "Extra Contractual Obligations" which as used herein shall mean any punitive, exemplary, compensatory or consequential damages, other than Loss in Excess of Policy Limits, paid or payable by the Company as a result of an action against it by its insured, its insured's assignee or a third party claimant, by reason of alleged or actual negligence, fraud or bad faith on the part of the Company in handling a claim under a Policy subject to this Contract.

An Extra Contractual Obligation shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the Policy.

##### 2. Loss in Excess of Policy Limits

This Contract shall protect the Company for any "Loss in Excess of Policy Limits" which as used herein shall mean an amount that the Company would have been contractually liable to pay had it not been for the limit of the original Policy as a result of an action against it by its insured, its insured's assignee or a third party claimant. Such loss in excess of the limit shall have been incurred because of failure by the Company to settle within the Policy limit, or by reason of alleged or actual negligence, fraud, or bad faith in rejecting an offer of settlement or in the preparation of the defense or in the trial of any action against its insured or in the preparation or prosecution of an appeal consequent upon such action.

3. This paragraph C shall not apply where an Extra Contractual Obligation and/or Loss in Excess of Policy Limits has been incurred due to an adjudicated finding of fraud committed by a member of the Board of Directors or a corporate officer of the Company acting individually or collectively or in collusion with a member of the Board of Directors or a corporate officer or a partner of any other corporation or partnership.

#### D. Loss Adjustment Expense

"Loss Adjustment Expense" as used herein shall mean all costs and expenses allocable to a specific claim that are incurred by the Company in the investigation, appraisal, adjustment, settlement, litigation, arbitration, defense, disposition or appeal of a specific claim, including court costs and costs of supersedeas and appeal bonds, and including 1) pre-judgment interest, unless included as part of the award or judgment; 2) post-judgment interest; 3) legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto, including Declaratory Judgment Expense; and 4) a pro rata share of salaries and expenses of Company field employees, and expenses of other Company employees who have been temporarily diverted from their normal and customary



duties and assigned to the field adjustment of losses covered by this Contract. Loss Adjustment Expense does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of employees, other than (4) above, and office and other overhead expenses.

#### E. Loss Occurrence

"Loss Occurrence" as used in this Contract shall mean any one disaster or casualty or accident or loss or series of disasters or casualties or accidents or losses arising out of or caused by one event.

As respects losses resulting from Occupational Disease or Cumulative Trauma, each employee shall be considered a separate Loss Occurrence subject to the following:

1. This Contract does not apply to and specifically excludes Occupational Disease and Cumulative Trauma losses unless such losses arise as a result of a sudden and accidental event which takes place in its entirety at a specific location, does not exceed any period of 72 continuous hours in duration, and involves injury, disability or death. For the purposes of this subparagraph, "sudden" shall mean that the first and last exposure(s) of all individuals to the event that contribute to the loss shall have occurred within a single and continuous 72-hour period.
2. All resulting Occupational Disease or Cumulative Trauma losses shall be considered as one Loss Occurrence and may be combined with losses classified as other than Occupational Disease or Cumulative Trauma which arise out of the same event, and the combination of such losses shall be considered as one Loss Occurrence within the meaning hereof as respects coverage classified as Workers' Compensation Act and Employers' Liability including the United States Longshore and Harbor Workers' Compensation Act, the Jones Act, the Federal Employers' Liability Act, the Maritime Employers' Liability Act and any other similar act.
3. Notwithstanding the provisions of subparagraph 2, it is further understood and agreed that for the purposes of this Contract a Loss Occurrence arising out of or caused by a Communicable Disease, shall be deemed to be an Occupational Disease. This provision applies irrespective of whether or not the injury, disability or death is compensable as an accident, accidental injury or such like as defined under Workers' Compensation or any similar law by applicable State or Federal statutes or regulations. Furthermore, this provision also applies to any Communicable Disease suffered by an employee for which an insured is liable under coverage classified as Employers' Liability without regard to causation.
4. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and



- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

5. Cumulative Trauma as used in this Contract shall mean an injury that fulfills all of the following conditions:

- a. It has occurred from, and has been aggravated by, a repetitive employment related activity;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

6. Occupational Disease as used in this Contract shall mean any abnormal condition that fulfills all of the following conditions:

- a. It has been caused by exposure to a disease-producing agent present in the employee's occupational environment;
- b. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
- c. It has resulted in injury, disability or death.

#### F. Policy

"Policy" or "Policies" as used herein shall mean the Company's binders, policies and contracts providing insurance or reinsurance on the classes of business covered under this Contract.

#### G. Ultimate Net Loss

"Ultimate Net Loss" shall mean the actual loss, including any pre-judgment interest which is included as part of the award or judgment, "Second Injury Fund" assessments that can be allocated to specific claims, Loss Adjustment Expense, 90.0% of Loss in Excess of Policy Limits, and 90.0% of Extra Contractual Obligations, paid or to be paid by the Company on its net retained liability after making deductions for all recoveries, subrogations and all claims on inuring reinsurance, whether collectible or not; provided, however, that in the event of the insolvency of the Company, payment by the Reinsurer shall be made in accordance with the provisions of the INSOLVENCY ARTICLE. Nothing herein shall be construed to mean that losses under this Contract are not recoverable until the Company's Ultimate Net Loss has been ascertained. As respects large deductible Policies, Ultimate Net Loss shall be net of any applicable deductible.



Notwithstanding the definition of "Ultimate Net Loss" herein, the provisions of paragraph H of the COVERAGE ARTICLE as respects the Minnesota Workers' Compensation Reinsurance Association shall apply.

#### **ARTICLE V**

#### **TERRITORY**

The territorial limits of this Contract shall be identical with those of the Company's Policies.

#### **ARTICLE VI**

#### **EXCLUSIONS**

A. This Contract does not apply to and specifically excludes the following:

1. Reinsurance assumed by the Company under obligatory reinsurance agreements, except:
  - a. Agency reinsurance where the policies involved are to be re-underwritten in accordance with the underwriting standards of the Company and reissued as Company policies at the next anniversary or expiration date; and
  - b. Intercompany reinsurance between any of the reinsured companies under this Contract.
2. Nuclear risks as defined in the "Nuclear Incident Exclusion Clause – Liability – Reinsurance – U.S.A." (NMA 1590 21/9/67) attached hereto.
3. Liability as a member, subscriber or reinsurer of any Pool, Syndicate or Association, including Assigned Risk Plans or similar plans; however, this exclusion shall not apply to liability under a Policy specifically designated to the Company from an Assigned Risk Plan or similar plan.
4. All liability of the Company arising by contract, operation of law, or otherwise, from its participation or membership, whether voluntary or involuntary, in any Insolvency Fund. "Insolvency Fund" includes any guaranty fund, insolvency fund, plan, pool, association, fund or other arrangement, however denominated, established or governed, which provides for any assessment of or payment or assumption by the Company of part or all of any claim, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any claim, debt, charge, fee or other obligation in whole or in part.
5. Loss caused directly or indirectly by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to any of the foregoing. This exclusion shall not apply to any Policy that contains a standard war exclusion.



6. Workers' Compensation where the principal exposure, as defined by the governing class code, is:

- a. Operation of aircraft, but only if the annual estimated policy premium is \$250,000 or more;
- b. Operation of Railroads, subways or street railways;
- c. Manufacturing, assembly, packing or processing of fireworks, fuses, nitroglycerine, magnesium, pyroxylin, ammunition or explosives. This exclusion does not apply to the assembly, packing or processing of explosives when the estimated annual premium is under \$250,000 and does not apply to the commercial use of explosives;
- d. Underground mining.

7. Professional sports teams.

- B. Notwithstanding the foregoing, insureds regularly engaged in operations not excluded under paragraph A above, but whose operations may include one or more perils excluded therein, shall not be excluded from coverage afforded by this Contract, provided said operations are incidental to the main operations of the insured. Notwithstanding the foregoing, coverage extended under this paragraph for incidental operations of an insured shall not apply to exposures excluded under subparagraphs 1 through 5 of paragraph A above. The Company shall be the judge of what constitutes an incidental part of the insured's operation.
- C. Except for subparagraphs 1 through 5 of paragraph A above, if the Company is inadvertently bound or is unknowingly exposed (due to error, an existing insured extending its operations to include coverage excluded hereunder, or automatic provisions of policy coverage) on a risk otherwise excluded in paragraph A above, such exclusion shall be waived. The duration of said waiver will not extend beyond the time that notice of such coverage has been received by a responsible underwriting authority of the Company and for a period not exceeding 30 days thereafter, or such longer period required to conform with any notice of cancellation provisions prescribed by regulatory authorities, such period not to exceed 12 months plus odd time (not exceeding 18 months).
- D. If the Company is required to accept an assigned risk which conflicts with one or more of the exclusions set forth in subparagraph 6 of paragraph A, reinsurance shall apply, but only for the difference between the Company's retention and the limit required by the applicable state statute, and in no event shall the Reinsurer's liability exceed the limit set forth in the COVERAGE ARTICLE.
- E. Notwithstanding the foregoing, any reinsurance falling within the scope of one or more of the exclusions set forth above that is specially accepted by the Reinsurer from the Company shall be covered under this Contract and be subject to the terms hereof.
- F. Should an arbitration decision or any judicial or regulatory entity having competent jurisdiction invalidate any exclusion in or expand coverage of the original Policy of the



Company that is also the subject of one or more exclusions set forth in paragraph A above, except for subparagraphs 1 through 5 of paragraph A above, then any amount of loss for which the Company would not be liable, except for such invalidation or expansion of coverage, shall not be subject to any of the exclusions, conditions and limitations hereinafter set forth under this Contract.

## **ARTICLE VII**

### **TERRORISM ACT RECOVERIES**

- A. Any financial assistance the Company receives under the Terrorism Act, shall apply as follows:
1. Except as provided in subparagraph 2 below, any such financial assistance shall inure solely to the benefit of the Company and shall be entirely disregarded in applying all of the provisions of this Contract.
  2. If losses occurring hereunder result in recoveries made by the Company both under this Contract and under the Terrorism Act, and such recoveries, together with any other reinsurance recoverables made by the Company applicable to said losses, exceed the total amount of the Company's insured losses, any amount in excess thereof shall reduce the Ultimate Net Loss subject to this Contract for the losses to which the Terrorism Act assistance applies. These recoveries shall be returned in proportion to each Reinsurer's paid share of the loss.
- B. Nothing herein shall be construed to mean that the losses under this Contract are not recoverable until the Company has received financial assistance under the Terrorism Act.

## **ARTICLE VIII**

### **COVERAGE**

- A. The Reinsurer shall be liable for the Ultimate Net Loss in excess of \$80,000,000 as a result of any one Loss Occurrence. The Reinsurer's liability in respect of any one Loss Occurrence shall not exceed \$20,000,000.
- B. The Reinsurer's liability in respect of Ultimate Net Loss amounts recoverable hereunder for an Act of Terrorism (as defined in the definition of "Act of Terrorism") occurring during the term of this Contract shall not exceed \$20,000,000. This paragraph is not subject to the REINSTATEMENT ARTICLE.
- C. The Reinsurer's liability in respect of all losses occurring during the term of this Contract shall not exceed \$40,000,000.
- D. As respects the statutory portion of any Workers' Compensation Policy, which is deemed to include Loss Adjustment Expense, the Company's Ultimate Net Loss subject to this Contract shall not exceed \$20,000,000 as respects any one life, each Loss Occurrence.



- E. The Company shall be permitted to purchase (or maintain) other reinsurance which inures to the benefit of this Contract.
- F. The Company shall be permitted to carry underlying reinsurance, recoveries under which shall inure solely to the benefit of the Company and be entirely disregarded in applying all of the provisions of this Contract.
- G. As respects Employers Liability, the maximum net subject Policy limit (except statutory where required by law) as respects any one Policy shall be \$2,000,000 or the Company shall be deemed to have purchased inuring excess facultative reinsurance for subject Policy limits in excess of \$2,000,000.
- H. The Company shall be permitted to carry excess of loss reinsurance applying to Workers' Compensation risks in the State of Minnesota, actual recoveries under which shall inure to the benefit of this Contract. Such coverage shall be provided through the Minnesota Workers' Compensation Reinsurance Association. Notwithstanding the treatment of inuring coverage in the definition of Ultimate Net Loss, the liability of the Reinsurer for Minnesota Workers' Compensation risks is not released.

## **ARTICLE IX**

### **REINSTATEMENT**

- A. Should all or any part of the Reinsurer's limit of liability be exhausted as a result of a Loss Occurrence, the sum so exhausted shall be reinstated from the date the Loss Occurrence commenced.
- B. For each amount so reinstated, the Company agrees to pay an additional premium at the time of the Reinsurer's payment of the loss calculated in accordance with the following formula:
1. The percentage of the Reinsurer's limit of liability exhausted for the Loss Occurrence; times
  2. The premium for the term of this Contract (exclusive of reinstatement premium).

The dollar amount resulting from the multiplication of subparagraphs 1 and 2 above shall equal the reinstatement premium.

- C. Nevertheless, the Reinsurer's liability hereunder shall not exceed \$20,000,000 in respect of any one Loss Occurrence, and shall be further limited to \$40,000,000 in respect of all losses occurring during the term of this Contract.

## **ARTICLE X**

### **SPECIAL ACCEPTANCE**

From time to time the Company may request a special acceptance applicable to this Contract. If such agreement is not achieved, such special acceptance shall be made to this Contract only with



respect to the interests and liabilities of each Reinsurer who agrees to the special acceptance. Should denial for special acceptance not be received within 10 business days of said request, the special acceptance shall be deemed automatically agreed. In the event a reinsurer becomes a party to this Contract subsequent to one or more special acceptances hereunder, the new reinsurer shall automatically accept such special acceptance(s) as being covered hereunder.

#### **ARTICLE XI**

##### **ACCOUNTING BASIS**

All premiums and losses under this Contract shall be reported on an "accident year" accounting basis. Unless specified otherwise herein, all premiums shall be credited to the period during which they earn, and all losses shall be charged to the period during which they occur.

#### **ARTICLE XII**

##### **REINSURANCE PREMIUM**

- A. As premium for the reinsurance provided hereunder, the Company shall pay the Reinsurer a flat premium of \$[\*\*\*], payable in quarterly installments of \$[\*\*\*] on January 1, April 1, July 1, and October 1, 2024.
- B. If this Contract expires on a runoff basis, the Company shall pay the Reinsurer a flat premium of \$[\*\*\*] as premium for the runoff period. The runoff premium shall be paid in quarterly installments of \$[\*\*\*] on January 1, April 1, July 1, and October 1, 2025.

#### **ARTICLE XIII**

##### **NOTICE OF LOSS AND LOSS SETTLEMENTS**

- A. As soon as practicable, the Company shall advise the Reinsurer of all bodily injury claims or losses involving any of the following:
1. Any claim or loss reserved at 50.0% or more of the Company's retention under this Contract.
  2. Any claim involving any of the following injuries where the Company's incurred loss is greater than or equal to \$1,000,000:
    - a. Fatality.
    - b. Spinal cord injuries (e.g., quadriplegia, paraplegia).
    - c. Brain damage (e.g., seizure, coma or physical/mental impairment).
    - d. Severe burn injuries resulting in disfigurement or scarring.
    - e. Total or partial blindness in one or both eyes.
    - f. Major organ (e.g., heart, lungs).



g. Amputation of a limb or multiple fractures.

- B. The Company shall also advise the Reinsurer promptly of all losses which, in the opinion of the Company, may result in a claim hereunder and of all subsequent developments thereto which, in the opinion of the Company, may materially affect the position of the Reinsurer.
- C. When so requested in writing, the Company shall afford the Reinsurer or its representatives an opportunity to be associated with the Company, at the expense of the Reinsurer, in the defense of any claim, suit or proceeding involving this reinsurance, and the Company and the Reinsurer shall cooperate in every respect in the defense of such claim, suit or proceeding, provided that in the event of a disagreement, the decision of the Company shall prevail.
- D. All loss settlements made by the Company that are within the terms and conditions of this Contract (including but not limited to ex gratia payments) shall be binding upon the Reinsurer. Upon receipt of satisfactory proof of loss, the Reinsurer agrees to promptly pay or allow, as the case may be, its share of each such settlement in accordance with this Contract.

#### **ARTICLE XIV**

##### **LIABILITY OF REINSURERS**

All reinsurances for which the Reinsurer shall be liable by virtue of this Contract shall be subject in all respects to the same rates, terms, conditions, interpretations and waivers and to the same modifications, alterations, and cancellations, as the respective policies to which such reinsurances relate, the true intent of the parties to this Contract being that the Reinsurer shall follow the fortunes of the Company.

#### **ARTICLE XV**

##### **LATE PAYMENTS**

- A. In the event any premium, loss or other payment due either party is not received by the Intermediary hereunder by the payment due date, the party to whom payment is due may, by notifying the Intermediary in writing, require the debtor party to pay, and the debtor party agrees to pay, an interest penalty on the amount past due calculated for each such payment on the last business day of each month as follows:
1. The number of full days which have expired since the due date or the last monthly calculation, whichever the lesser; times
  2. 1/365ths of a rate equal to the U.S. Prime Rate as published in *The Wall Street Journal* on the first business day following the date a remittance becomes due plus 3.0%; times
  3. The amount past due, including accrued interest.



It is agreed that interest shall accumulate until payment of the original amount due plus interest penalties have been received by the Intermediary.

B. The establishment of the due date shall, for purposes of this Article, be determined as follows:

1. As respects the payment of premiums due the Reinsurer, the due date shall be as provided for in the applicable section of this Contract.
2. Any claim or loss payment due the Company hereunder shall be deemed due 10 business days after the proof of loss or demand for payment is transmitted to the Reinsurer. If such loss or claim payment is not received within the 10 days, interest will accrue on the payment or amount overdue in accordance with the interest penalty calculation above, from the date the proof of loss or demand for payment was transmitted to the Reinsurer.
3. As respects any payment, adjustment or return due either party not otherwise provided for in subparagraphs 1 and 2 of this paragraph, the due date shall be as provided for in the applicable section of this Contract.

C. For purposes of interest calculation only, amounts due hereunder shall be deemed paid upon receipt by the Intermediary. The validity of any claim or payment may be contested under the provisions of this Contract. If the debtor party prevails in an arbitration, or any other proceeding, there shall be no interest penalty due. Otherwise, any interest will be calculated and due as outlined above.

D. Interest penalties arising out of the application of this Article that are \$100 or less from any party shall be waived unless there is a pattern of late payments consisting of three or more items over the course of any 12-month period.

E. If the interest rate provided under this Article exceeds the maximum interest rate allowed by applicable law, such interest rate shall be modified to the highest rate permitted by the applicable law.

## **ARTICLE XVI**

### **ANNUITIES AT THE COMPANY'S OPTION**

- A. Whenever the Company is required, or elects, to purchase an annuity or to negotiate a structured settlement, either in satisfaction of a judgment or in an out-of-court settlement or otherwise, the cost of the annuity or the structured settlement, as the case may be, shall be deemed part of the Company's Ultimate Net Loss.
- B. The terms "annuity" or "structured settlement" shall be understood to mean any insurance policy, lump sum payment, agreement or device of whatever nature resulting in the payment of a lump sum by the Company in settlement of any or all future liabilities which may attach to it as a result of an occurrence.



C. In the event the Company purchases an annuity which inures in whole or in part to the benefit of the Reinsurer, it is understood that the liability of the Reinsurer is not released thereby. In the event the Company is required to provide benefits not provided by the annuity for whatever reason, the Reinsurer shall pay its share of any loss.

#### **ARTICLE XVII**

#### **AGENCY AGREEMENT**

If more than one reinsured company is named as a party to this Contract, the first named company will be deemed the agent of the other reinsured companies for purposes of sending or receiving notices required by the terms and conditions of this Contract and for purposes of remitting or receiving any monies due any party.

#### **ARTICLE XVIII**

#### **SUBROGATION**

The Reinsurer shall be credited with subrogation recoveries (i.e., reimbursement obtained or recovery made by the Company, less Loss Adjustment Expense incurred in obtaining such reimbursement or making such recovery) on account of claims and settlements involving reinsurance hereunder. Subrogation recoveries thereon shall always be used to reimburse the excess carriers in the reverse order of their priority according to their participation before being used in any way to reimburse the Company for its primary loss. The Company, at its sole option and discretion, may enforce its rights to subrogation relating to any loss, a part of which loss was sustained by the Reinsurer, and may prosecute all claims arising out of such rights.

#### **ARTICLE XIX**

#### **ERRORS AND OMISSIONS**

Any inadvertent delay, omission or error shall not be held to relieve either party hereto from any liability which would attach to it hereunder if such delay, omission or error had not been made, provided such omission or error is rectified upon discovery. Nothing contained in this Article shall be held to override the specific loss reporting deadline of the SUNSET AND COMMUTATION ARTICLE.

#### **ARTICLE XX**

#### **OFFSET**

A. The Company and the Reinsurer may offset any balance or amount due from one party to the other under this Contract or any other contract heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or ceding company. The party asserting the right of offset may exercise such right any time whether the balances due are on account of premiums or losses or otherwise; however, in the event of the insolvency of any party hereto, offset shall be in accordance with applicable law.



- B. A Reinsurer subject to any of the circumstances listed in paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE shall not offset balances or amounts due, as set forth in paragraph A above, without the prior written consent of the Company.

#### **ARTICLE XXI**

#### **CURRENCY**

- A. Whenever the word "dollars" or the "\$" sign appears in this Contract, they shall be construed to mean United States dollars and all transactions under this Contract shall be in United States dollars.
- B. Amounts paid or received by the Company in any other currency shall be converted to United States dollars at the rate of exchange at the date such transaction is entered on the books of the Company.

#### **ARTICLE XXII**

#### **TAXES**

In consideration of the terms under which this Contract is issued, the Company will not claim a deduction in respect of the premium hereon when making tax returns, other than income or profits tax returns, to any state or territory of the United States of America, the District of Columbia or Canada.

#### **ARTICLE XXIII**

#### **FEDERAL EXCISE TAX**

(Applicable to those Reinsurers who are domiciled outside the United States of America, excepting Reinsurers exempt from Federal Excise Tax.)

- A. The Reinsurer has agreed to allow for the purpose of paying the Federal Excise Tax the applicable percentage of the premium payable hereon (as imposed under Section 4371 of the Internal Revenue Code) to the extent such premium is subject to the Federal Excise Tax.
- B. In the event of any return of premium becoming due hereunder the Reinsurer will deduct the applicable percentage from the return premium payable hereon and the Company or its agent should take steps to recover the tax from the United States Government.

#### **ARTICLE XXIV**

#### **TRADE AND ECONOMIC SANCTIONS**

Notwithstanding any other provision in the Contract to the contrary, if at any time should any receipt or payment of funds or any other contemplated transaction under the Contract constitute an actual or potential violation of any economic sanction, regulation or order which is applicable



to either the Company or the Reinsurer, the party who becomes aware of the actual or potential violation shall as soon as commercially reasonable notify the other party of the actual or potential violation and the reasons therefore. Solely with respect to such receipt, payment or other transaction, the obligation of the parties under the Contract shall be suspended until such time as the Company or the Reinsurer are authorized by applicable law, regulation, or license to perform under the Contract. The obligations of the parties under the Contract shall remain in effect with respect to the receipt or payment of funds or any other contemplated transaction which would not constitute a violation of any economic sanction, regulation or order.

## **ARTICLE XXV**

### **RESERVES AND FUNDING**

(In the event any of the provisions of this Article conflict with or otherwise fail to satisfy the requirements of the appropriate credit for reinsurance statute or regulation, this Article will be deemed amended to conform to the appropriate statute or regulation; the intent of this Article being that the Company will be permitted to realize full credit for the reinsurance ceded to the Reinsurer under this Contract.)

A. A Reinsurer will provide funding under the terms of this Article only if:

1. The Company will be denied statutory credit for reinsurance ceded to that Reinsurer pursuant to the credit for reinsurance law or regulations in any applicable jurisdiction; or
2. The Company is allowed statutory credit for reinsurance ceded to that Reinsurer on the basis of that Reinsurer having satisfied the conditions pertaining to Reciprocal Jurisdictions as set forth in the credit for reinsurance law or regulations in any applicable jurisdiction, and:
  - a. That Reinsurer resists enforcement of a final judgment that is enforceable under the law of the jurisdiction in which it was obtained or a properly enforceable arbitration award, whether obtained by the ceding insurer or by its legal successor on behalf of its resolution estate; or
  - b. That Reinsurer enters into a solvent scheme of arrangement subsequent to the effective date of this Contract.

In the event of either a. or b. of this subparagraph 2, the Reinsurer shall fund 100% of its portion of the Reinsurer's obligations as defined below.

B. As regards Policies or bonds issued by the Company coming within the scope of this Contract, the Company agrees that when it shall file with the insurance regulatory authority or set up on its books reserves for losses covered hereunder which it shall be required by law to set up, it will forward to the Reinsurer a statement showing the proportion of such reserves which is applicable to the Reinsurer. The Reinsurer hereby agrees to fund such reserves in the amount necessary for the Company to obtain full credit for reinsurance pursuant to the credit for reinsurance law or regulations of the regulatory authority having jurisdiction over the Company's reserves and in respect of known outstanding losses that



have been reported to the Reinsurer and allocated Loss Adjustment Expense relating thereto, losses and allocated Loss Adjustment Expense paid by the Company but not recovered from the Reinsurer, plus reserves for losses incurred but not reported, as shown in the statement prepared by the Company (hereinafter referred to as "Reinsurer's obligations") by funds withheld, cash advances or a Letter of Credit. The Reinsurer shall have the option of determining the method of funding provided it is acceptable to the Company and to the insurance regulatory authorities having jurisdiction over the Company's reserves.

- C. When funding by a Letter of Credit, the Reinsurer agrees to apply for and secure timely delivery to the Company of a clean, irrevocable and unconditional Letter of Credit issued by a bank and containing provisions acceptable to the insurance regulatory authorities having jurisdiction over the Company's reserves in an amount equal to the Reinsurer's proportion of said reserves. Such Letter of Credit shall be issued for a period of not less than one year, and shall be automatically extended for one year from its date of expiration or any future expiration date unless 30 days (60 days where required by insurance regulatory authorities) prior to any expiration date the issuing bank shall notify the Company by certified or registered mail that the issuing bank elects not to consider the Letter of Credit extended for any additional period.
- D. The Reinsurer and Company agree that the Letters of Credit provided by the Reinsurer pursuant to the provisions of this Contract may be drawn upon at any time, notwithstanding any other provision of this Contract, and be utilized by the Company or any successor, by operation of law, of the Company including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Company for the following purposes, unless otherwise provided for in a separate Trust Agreement:
1. To reimburse the Company for the Reinsurer's obligations, the payment of which is due under the terms of this Contract and which has not been otherwise paid;
  2. To make refund of any sum which is in excess of the actual amount required to pay the Reinsurer's obligations under this Contract;
  3. To fund an account with the Company for the Reinsurer's obligations. Such cash deposit shall be held in an interest bearing account separate from the Company's other assets, and interest thereon not in excess of the prime rate shall accrue to the benefit of the Reinsurer;
  4. To pay the Reinsurer's share of any other amounts the Company claims are due under this Contract.

In the event the amount drawn by the Company on any Letter of Credit is in excess of the actual amount required for subparagraph 1 or 3, or in the case of subparagraph 4, the actual amount determined to be due, the Company shall promptly return to the Reinsurer the excess amount so drawn. All of the foregoing shall be applied without diminution because of insolvency on the part of the Company or the Reinsurer.



- E. The issuing bank shall have no responsibility whatsoever in connection with the propriety of withdrawals made by the Company or the disposition of funds withdrawn, except to ensure that withdrawals are made only upon the order of properly authorized representatives of the Company.
- F. At annual intervals, or more frequently as agreed but never more frequently than quarterly, the Company shall prepare a specific statement of the Reinsurer's obligations, for the sole purpose of amending the Letter of Credit, in the following manner:
1. If the statement shows that the Reinsurer's obligations exceed the balance of credit as of the statement date, the Reinsurer shall, within 30 days after receipt of notice of such excess, secure delivery to the Company of an amendment to the Letter of Credit increasing the amount of credit by the amount of such difference.
  2. If, however, the statement shows that the Reinsurer's obligations are less than the balance of credit as of the statement date, the Company shall, within 30 days after receipt of written request from the Reinsurer, release such excess credit by agreeing to secure an amendment to the Letter of Credit reducing the amount of credit available by the amount of such excess credit.
- G. Should the Reinsurer be in breach of its obligations under this Article, notwithstanding anything to the contrary elsewhere in this Contract, the Company may seek relief in respect of said breach from any court having competent jurisdiction of the parties hereto.

#### **ARTICLE XXVI**

##### **NET RETAINED LINES**

- A. This Contract applies only to that portion of any Policy which the Company retains net for its own account (prior to deduction of any underlying reinsurance specifically permitted in this Contract), and in calculating the amount of any loss hereunder and also in computing the amount or amounts in excess of which this Contract attaches, only loss or losses in respect of that portion of any Policy which the Company retains net for its own account shall be included.
- B. The amount of the Reinsurer's liability hereunder in respect of any loss or losses shall not be increased by reason of the inability of the Company to collect from any other reinsurer(s), whether specific or general, any amounts which may have become due from such reinsurer(s), whether such inability arises from the insolvency of such other reinsurer(s) or otherwise.

#### **ARTICLE XXVII**

##### **THIRD PARTY RIGHTS**

This Contract is solely between the Company and the Reinsurer, and in no instance shall any other party have any rights under this Contract except as expressly provided otherwise in the INSOLVENCY ARTICLE.



## **ARTICLE XXVIII**

### **SEVERABILITY**

If any provision of this Contract shall be rendered illegal or unenforceable by the laws or regulations of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this Contract or the enforceability of such provision in any other jurisdiction.

## **ARTICLE XXIX**

### **GOVERNING LAW**

This Contract shall be governed as to performance, administration and interpretation by the laws of the State of Nebraska, exclusive of that state's rules with respect to conflicts of law, except as to rules with respect to credit for reinsurance in which case the applicable rules of all states shall apply.

## **ARTICLE XXX**

### **INSPECTION OF RECORDS**

- A. The Reinsurer or its designated representative(s) approved by the Company, upon providing reasonable advance notice to the Company, shall have access at the offices of the Company (at all times acting in compliance with the Company's health and safety protocols) or at a location to be mutually agreed, at a time to be mutually agreed, to inspect the Company's underwriting, accounting, or claim files pertaining to the subject matter of this Contract, other than proprietary information or privileged communications. The Company shall determine the manner in which files shall be accessed by the Reinsurer. The Reinsurer may, at its own expense, reasonably request copies of such files and agrees to pay the Company's reasonable costs incurred in procuring such copies.
- B. If any undisputed amounts are overdue from the Reinsurer to the Company, the Reinsurer shall have access to such records only upon payment of all such overdue amounts.
- C. If the Reinsurer makes any inspection of the Company's books and records involving specific claims under this Contract and, as a result of the inspection the claim is contested or disputed, the Reinsurer shall provide the Company, at the Company's request, a summary of any reports, other than proprietary information or privileged communications, completed by the Reinsurer's personnel or by third parties on behalf of the Reinsurer outlining the reasons for contesting or disputing the subject claim.

## **ARTICLE XXXI**

### **CONFIDENTIALITY**

- A. The Reinsurer hereby acknowledges that the documents, information, and data provided to the Reinsurer by the Company, whether directly or through an authorized agent, in connection with the placement, execution or renewal of this Contract, and arising out of



this Contract, ("Confidential Information") are proprietary and confidential to the Company. Confidential Information includes but is not limited to Nonpublic Information as that term is defined by the Insurance Data Security Model Law, approved by the National Association of Insurance Commissioners (hereinafter "Model Law").

- B. Absent the prior written consent of the Company, the Reinsurer will not disclose any Confidential Information to any third parties, except when:
1. The disclosure is to professional advisors or to authorized agents of the Reinsurer performing underwriting, claim handling, pricing, placement and/or evaluation services for the Reinsurer; or
  2. The Confidential Information is publicly known or has become publicly known through no unauthorized act of the Reinsurer; or
  3. Required by retrocessionaires subject to the business ceded to this Contract; or
  4. Required by state regulators performing an audit of the Reinsurer's records and/or financial condition; or
  5. Required by auditors performing an audit of the Reinsurer's records in the normal course of business.
- C. Further, the Reinsurer agrees not to use any Confidential Information for any purpose not permitted by this Contract or not related to the performance of its obligations or enforcement of its rights under this Contract.
- D. Notwithstanding the above, in the event that the Reinsurer is required by court order, other legal process, or any regulatory authority to release or disclose any or all of the Confidential Information, the Reinsurer agrees to provide the Company by written or electronic mail, reasonable advance notice of same prior to such release or disclosure and to use their reasonable best efforts to assist the Company in maintaining the confidentiality provided for in this Article.
- E. The provisions of this Article will extend to the officers, directors, shareholders, employees, and contractors of the Reinsurer and its affiliates, who have received Confidential Information in accordance with this Contract and will be binding upon the Reinsurer's and its affiliates' successors and assigns.
- F. The Reinsurer acknowledges that any unauthorized disclosure of Confidential Information may cause irreparable harm to the Company. Such unauthorized disclosure includes but is not limited to one or more Cybersecurity Events as that term is defined by the Model Law. If Confidential Information is acquired by or made available to an unauthorized third party due the Reinsurer's breach of this Article, the Reinsurer shall notify the Company immediately and the Company shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction. The Company shall be entitled to damages, attorneys' fees and costs, defense and indemnification, and any other remedies available under the law due to the Reinsurer's



breach of this Article. The Company may concurrently or alternatively seek legal relief by way of arbitration as provided for in this Contract.

- G. To protect Confidential Information, the Reinsurer must institute and maintain safeguards in accordance with or comparable to that required for both Licensees and Third Party Service Providers as provided in the Model Law.

## **ARTICLE XXXII**

### **SUNSET AND COMMUTATION**

- A. Ten (10) years after the expiration of this Contract (including the runoff period, if any), the Company shall advise the Reinsurer of any Loss Occurrences attaching to this Contract which have not been finally settled and which may result in a claim by the Company under this Contract. No liability shall attach hereunder for any claim or claims not reported to the Reinsurer within this ten (10) year period (plus the runoff period, if any). If a loss arising out of a Loss Occurrence is reported during this period, all losses arising out of the same Loss Occurrence shall be deemed reported under this paragraph regardless of when notification of loss is provided.
- B. If both parties agree to commute the unsettled losses subject to the Contract, then the Reinsurer's liability for all such unsettled losses shall then be commuted.
- C. It is understood that commutation of all such losses shall be made using tabular reserving methods. For each loss, the nominal ultimate value of the Company's Ultimate Net Loss shall be established by projecting out future medical and indemnity payments and loss expenses by year based on appropriate trends and escalations applied to annual cost estimates. The Contract limit and retention (where applicable) shall then be applied to the nominal ultimate value of the Company's Ultimate Net Loss to determine the nominal ultimate Contract loss. Mortality factors and discount factors shall then be applied by year to the nominal ultimate Contract loss. The discounted, mortality adjusted projected annual loss payments shall be summed to determine the present value ("commutation price") of the ultimate Contract loss. The medical escalation, discount and mortality factors are described in paragraph D.
- D. The following factors shall be utilized in establishing the commutation price:
1. Medical Escalation Rate

The medical escalation rate shall be a reasonable estimate of future medical inflation.



## 2. Discount Rate

The discount rate shall be the annualized 10-year U.S. Treasury Bill rate at the Valuation Date.

## 3. Mortality Tables

Mortality factors shall be based on the most recent mortality table at the Valuation Date from the "Vital Statistics of the United States" as published by the U.S. Department of Health and Human Services, Center for Disease Control and Prevention. Factors for extension beyond age 85 shall also be included.

## 4. Impairment

Impairment factors shall be based on the individual claim characteristics.

Any other method of calculating the commutation price of one or more losses subject to this Contract may be used as mutually agreed between the Company and the Reinsurer.

- E. If the Company and the Reinsurer cannot agree on a commutation value, the effort can be abandoned. Alternatively, the Company and the Reinsurer may mutually agree to settle any difference using a panel of three actuaries, one to be chosen by each party and the third by the two so chosen. If either party refuses or neglects to appoint an actuary within 30 days, the other party may appoint two actuaries. If the two actuaries fail to agree on the selection of a third actuary within 30 days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of Workers' Compensation claims and shall be Fellows of the Casualty Actuarial Society or members of the American Academy of Actuaries. All of the actuaries shall be independent of either party to this Contract.
- F. The settlement agreed upon by a majority of the panel of actuaries shall be final and binding on both parties and set forth in a sworn written document expressing their professional opinion that said value is fair for the complete mutual release of all liabilities in respect of such reserves.
- G. The Reinsurer's commutation payment shall be due within seven days following the date the Company and the Reinsurer agree to the commutation price. Such payment by the Reinsurer shall constitute both a complete release of the Reinsurer of its liability for all losses, known or unknown, under this Contract, and a complete release of the Company of its liabilities and obligations, known or unknown, under this Contract.
- H. This Article shall survive the expiration of this Contract.



## **ARTICLE XXXIII**

### **INSOLVENCY**

- A. If more than one reinsured company is referenced within the definition of "Company" in the PREAMBLE of this Contract, this Article shall apply severally to each such company. Further, this Article and the laws of the domiciliary state shall apply in the event of the insolvency of any company covered hereunder. In the event a conflict between any provision of this Article and the laws of the domiciliary state of any company covered hereunder, that domiciliary state's laws shall prevail.
- B. In the event of the insolvency of the Company, this reinsurance shall be payable directly to the Company or to its liquidator, receiver, conservator or statutory successor, with reasonable provision for verification, on the basis of the liability of the Company, or on the basis of claims filed and allowed in the liquidation proceedings, whichever may be required by applicable statute, without diminution because of the insolvency of the Company or because the liquidator, receiver, conservator or statutory successor of the Company has failed to pay all or a portion of any claim. It is agreed, however, that the liquidator, receiver, conservator or statutory successor of the Company shall give written notice to the Reinsurer of the pendency of a claim against the Company indicating the Policy or bond reinsured which claim would involve a possible liability on the part of the Reinsurer within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses that it may deem available to the Company or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to the approval of the Court, against the Company as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.
- C. Where two or more Reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the Company.
- D. It is further agreed that, in the event of the insolvency of the Company, the reinsurance under this Contract shall be payable directly by the Reinsurer to the Company or its liquidator, receiver, conservator, or statutory successor, except 1) where this Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company or 2) where the Reinsurer with the consent of the direct insured or insureds has assumed such Policy obligations of the Company as direct obligations of the Reinsurer to the payee under such Policies and in substitution for the obligations of the Company to such payees.
- E. In the event of the insolvency of any company or companies listed in the designation of "Company" under this Contract, this Article shall apply only to the insolvent company or companies.



## ARTICLE XXXIV

### ARBITRATION

- A. As a condition precedent to any right of action hereunder, any irreconcilable dispute arising out of the interpretation, performance or breach of this Contract, including the formation or validity thereof, whether arising before or after the expiry or termination of the Contract, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent by certified mail, return receipt requested, or such reputable courier service as is capable of returning proof of receipt of such notice by the recipient to the party demanding arbitration.
- B. The Company shall have the option to either litigate or arbitrate where:
1. The Company or the Reinsurer makes any allegation of misrepresentation, non-disclosure, concealment, fraud or bad faith; or
  2. The Reinsurer experiences any of the circumstances set forth in subparagraphs 1 through 10 of paragraph A of the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.
- C. One arbitrator shall be appointed by each party. If either party fails to appoint its arbitrator within 30 days after being requested to do so by the other party, the latter, after 10 days' notice by certified mail or reputable courier as provided above of its intention to do so, may appoint the second arbitrator.
- D. The two arbitrators shall, before instituting the hearing, appoint an impartial third arbitrator who shall preside at the hearing. Should the two arbitrators fail to choose the third arbitrator within 30 days of the appointment of the second arbitrator, the parties shall appoint the third arbitrator pursuant to the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS) Umpire Selection Procedure. All arbitrators shall be disinterested active or former senior executives of insurance or reinsurance companies or Underwriters at Lloyd's, London.
- E. Within 30 days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in Omaha, Nebraska but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to substantive law, it shall consider the law of the State of Nebraska. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.
- F. In the event an arbitrator is unable to serve due to death, disability or other incapacity, a replacement arbitrator shall be chosen in accordance with the procedures set forth in this Article for the original selection of the arbitrator appointed and the newly constituted panel



shall take all necessary and/or reasonable measures to continue the arbitration proceedings without additional delay.

G. This Contract shall be interpreted as an honorable engagement rather than merely as a legal obligation. The panel shall make its decision considering the custom and practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.

H. Arbitration proceedings are subject to consolidation as follows:

1. Single contract, multiple reinsurers, common issue: If more than one Reinsurer is involved in arbitration where there are common questions of law or fact and a possibility of conflicting awards or inconsistent results, all such Reinsurers, at the Company's request, shall be joined in a single arbitration proceeding and shall constitute and act as one party for purposes of this Article and communications shall be made by the Company to each of the Reinsurers constituting the one party; provided, however, that nothing therein shall impair the rights of such Reinsurers to assert several, rather than joint defenses or claims, nor be construed as changing the liability of the Reinsurers under the terms of this Contract from several to joint.
2. Single reinsurer, multiple contracts, common issue: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company, under which a dispute has arisen where there are common questions of law or fact with the dispute being arbitrated under this Contract and a possibility of conflicting awards or inconsistent results, the Reinsurer, at the Company's request, shall arbitrate all such reinsurance disputes involving the same loss or common questions of law or fact in one consolidated proceeding, subject to the provisions of this Article.
3. Single reinsurer, multiple contracts: If any Reinsurer to this Contract has subscribed to other reinsurance contracts with the Company and various disputes have arisen under such contracts, regardless of whether or not there are common questions of law or fact, if mutually agreed to by the parties hereto, the parties shall arbitrate all reinsurance disputes in one consolidated proceeding, subject to the provisions of this Article.

The agreement to consolidate disputes under this Contract and one or more other reinsurance contracts will supersede all other reinsurance contracts entered into between the Company and the Reinsurer, regardless of whether any other reinsurance contract may require or address consolidation.

I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the cost of the third arbitrator. The remaining costs of the arbitration shall be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorney's fees, to the extent permitted by law. However, the panel may not award any Exemplary or Punitive Damages and Enhanced Compensatory Damages.



## **ARTICLE XXXV**

### **EXPEDITED ARBITRATION**

- A. Notwithstanding the provisions of the ARBITRATION ARTICLE, in the event an amount in dispute hereunder is \$500,000 or less, the Company may elect to require an expedited arbitration process with the use of a single arbitrator. The arbitrator will be chosen in accordance with the procedures for selecting a single neutral arbitrator in force on the date the arbitration is demanded, established by the AIDA Reinsurance and Insurance Arbitration Society – U.S. (ARIAS).
- B. Each party's case will be submitted to the arbitrator within 100 days of the date of determination of the arbitrator. Discovery will be limited to exchanging only those documents directly relating to the issue in dispute, subject to a limit of two discovery depositions from each party, unless otherwise authorized by the arbitrator upon a showing of good cause.
- C. Within 120 days of the date of determination of the arbitrator, the hearing will be completed and a written award will be issued by the arbitrator. The arbitrator will have all the powers conferred on the arbitration panel as provided in the ARBITRATION ARTICLE, and said Article will apply to all matters not specifically addressed above.

## **ARTICLE XXXVI**

### **SERVICE OF SUIT**

(This Article is applicable if the Reinsurer is not domiciled in the United States of America and/or is not authorized in any State, Territory, or District of the United States where authorization is required by insurance regulatory authorities. This Article is not intended to conflict with or override the obligation of the parties to arbitrate their disputes in accordance with the ARBITRATION ARTICLE, the EXPEDITED ARBITRATION ARTICLE, or the SPECIAL TERMINATION AND OTHER REMEDIES ARTICLE.)

- A. In the event of the failure of the Reinsurer to perform its obligations under this Contract, the Reinsurer, at the request of the Company, shall submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. The Reinsurer, once the appropriate court is selected, whether such court is the one originally chosen by the Company and accepted by the Reinsurer or is determined by removal, transfer, or otherwise, as provided for above, shall comply with all requirements necessary to give said court jurisdiction and, in any suit instituted against it upon this Contract, shall abide by the final decision of such court or of any appellate court in the event of an appeal. The validity and/or enforceability of any arbitration award or judgment obtained in the United States shall not be contested by the Reinsurer in any jurisdiction outside of the United States.



- B. Service of process in such suit may be made upon the law firm of Mendes and Mount, 750 Seventh Avenue, New York, NY 10019, or another party specifically designated by the Reinsurer in its Interests and Liabilities Agreement attached hereto. As respects Lloyd's underwriters, service of process shall be made upon Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017.
- C. Further, pursuant to any statute of any state, territory or district of the United States that makes provision therefor, the Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Contract, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
- D. The individual named in paragraph C shall be deemed the Reinsurer's agent for the service of process:
1. Where the address designated in, or pursuant to paragraph B is invalid; or
  2. To the extent necessary to bring this Contract into conformity with the applicable law of a state with jurisdiction over the Company.

#### **ARTICLE XXXVII**

#### **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the parties with respect to the business being reinsured hereunder. There are no understandings between the parties other than as expressed in this Contract. Any change or modification to this Contract shall be null and void unless made by amendment to this Contract and signed by both parties. This Article shall not be construed as limiting in any way the admissibility in the context of an arbitration or any other legal proceeding, evidence regarding the formation, interpretation, purpose or intent of this Contract.

#### **ARTICLE XXXVIII**

#### **MODE OF EXECUTION**

This Contract may be executed either by an original written ink signature of paper documents, by an exchange of facsimile copies showing the original written ink signature of paper documents, or by electronic signature by either party employing appropriate software technology as to satisfy the parties at the time of execution that the version of the document agreed to by each party shall always be capable of authentication and satisfy the same rules of evidence as written signatures. The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this Contract. This Contract may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.



**ARTICLE XXXIX**

**INTERMEDIARY**

Gallagher Re Inc. is hereby recognized as the intermediary negotiating this Contract and through whom all communications relating thereto, including but not limited to accounts, claim information, funds and inquiries, shall be transmitted to the Company or the Reinsurer. Payments by the Company to Gallagher Re Inc. shall be deemed to constitute payment to the Reinsurer and payments by the Reinsurer to Gallagher Re Inc. shall be deemed to constitute payment to the Company only to the extent that such payments are actually received by the Company. Gallagher Re Inc., a New York corporation, operates in California and Pennsylvania as Gallagher Re Insurance Services (California License Number OBO1804).

**IN WITNESS WHEREOF**, the Company by its duly authorized representative has executed this Contract as of the date specified below:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AMERICAN INTERSTATE INSURANCE COMPANY  
SILVER OAK CASUALTY, INC.  
AMERICAN INTERSTATE INSURANCE COMPANY OF TEXAS**

-  
Signature

-  
Printed Name

-  
Title



## **NUCLEAR INCIDENT EXCLUSION CLAUSE – LIABILITY - REINSURANCE – U.S.A.**

(1) This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.

(2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

### **Limited Exclusion Provision.\***

I. It is agreed that the policy does not apply under any liability coverage,  
to *(injury, sickness, disease, death or destruction,*

(bodily injury or property damage

with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.

II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.

III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either

(a) become effective on or after 1st May, 1960, or

(b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

### **Broad Exclusion Provision.\***

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision  
relating to *(immediate medical or surgical relief,*

(first aid,

to expenses incurred with respect

to *(bodily injury, sickness, disease or death*

(bodily injury

resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage to *(injury, sickness, disease, death or destruction*  
(bodily injury or property damage

resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or



(c)the *(injury, sickness, disease, death or destruction*

*(bodily injury or property damages*

arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies only to *(injury to or destruction of property at such nuclear facility*

*(property damage to such nuclear facility and any property thereat.*

IV. As used in this endorsement:

**"Hazardous properties"** include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material," "special nuclear material,"** and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"nuclear facility"** means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d)any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

*(With respect to injury to or destruction of property, the word "injury" or "destruction"*

*("property damage" includes all forms of radioactive contamination of property*

*(includes all forms of radioactive contamination of property.*

V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to

(i) Garage and Automobile Policies issued by the Reassured on New York risks, or

(ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts,

until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association of the Independent Insurance Conference of Canada.

\*NOTE: The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

21/9/67

N.M.A. 1590

BRMA 35A

American Interstate Insurance Company

17906N24 (Eff. 1-1-24)

Private Casualty Catastrophe XOL 12-6-23

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-182125) pertaining to the 2012 Equity and Incentive Compensation Plan of AMERISAFE, Inc.,
- (3) Registration Statement (Form S-8 No. 333-226584) pertaining to the 2018 Non-Employee Director Restricted Stock Plan of AMERISAFE, Inc., and
- (3) Registration Statement (Form S-8 No. 333-265630) pertaining to the 2022 Equity and Incentive Compensation Plan of AMERISAFE, Inc.;

of our reports dated February 23, 2024, with respect to the consolidated financial statements of AMERISAFE, Inc. and the effectiveness of internal control over financial reporting of AMERISAFE, Inc. included in this Annual Report (Form 10-K) of AMERISAFE, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

New Orleans, LA  
February 23, 2024

A member firm of Ernst & Young Global Limited

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## POWERS OF ATTORNEY

February 19, 2024

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Anastasios Omiridis and Kathryn H. Shirley, and both of them, the true and lawful attorney or attorney-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, to sign on his or her behalf as a director or officer or both, as the case may be, of AMERSIAFE, Inc. an Annual Report on Form 10-K for the fiscal year ended December 31, 2023 under the Securities Exchange Act of 1934, as amended, and to sign any or all amendments thereto and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney or attorneys-in-fact, and each of them with or without the others, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could in person, hereby ratifying and confirming all that said attorney or attorneys-in-fact or any of them or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Michael J. Brown  
Michael J. Brown

/s/ Teri G. Fontenot  
Teri G. Fontenot

/s/ G. Janelle Frost  
G. Janelle Frost

/s/ Philip A. Garcia  
Philip A. Garcia

/s/ Jared A. Morris  
Jared A. Morris

/s/ Billy B. Greer  
Millard E. Morris

/s/ Randall Roach  
Randall Roach

/s/ Sean Traynor  
Sean Traynor

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## CERTIFICATIONS

I, G. Janelle Frost, certify that:

1. I have reviewed this Annual Report on Form 10-K of AMERISAFE, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2024

/s/ G. Janelle Frost  
G. Janelle Frost  
President, Chief Executive Officer and Director  
(Principal Executive Officer)



## CERTIFICATIONS

I, Anastasios Omiridis, certify that:

1. I have reviewed this Annual Report on Form 10-K of AMERISAFE, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2024

/s/ Anastasios Omiridis  
Anastasios Omiridis  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)



**CERTIFICATION PURSUANT TO 18 U.S.C. § 1350,  
AS ADOPTED PURSUANT TO § 906  
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the filing of the Annual Report on Form 10-K of AMERISAFE, Inc., a Texas corporation (the "Company"), for the year ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

1. The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in the Report.

Date: February 23, 2024

/s/ G. Janelle Frost  
G. Janelle Frost  
President, Chief Executive Officer and Director  
(Principal Executive Officer)

/s/ Anastasios Omiridis  
Anastasios Omiridis  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

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**AMERISAFE, INC.**  
**CLAWBACK POLICY**  
**ADOPTED OCTOBER 24, 2023**

This Clawback Policy (this “**Policy**”) adopted by AMERISAFE, Inc. (the “**Company**”) is designed to comply with the listing standards of The Nasdaq Stock Market (the “**Stock Exchange**”), Section 10D of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and Rule 10D-1 under the Exchange Act.

Notwithstanding anything in this Policy to the contrary, at all times, this Policy remains subject to interpretation and operation in accordance with the final rules and regulations promulgated by the U.S. Securities and Exchange Commission (the “**SEC**”), the final listing standards adopted by the Stock Exchange, and any applicable SEC or Stock Exchange guidance or interpretations issued from time to time regarding such compensation recovery requirements (collectively, the “**Guidance**”).

Questions regarding this Policy should be directed to the Company’s Chief Administrative Officer or Chief Compliance Officer. This policy applies to Incentive-Based Compensation (as defined below) Received (as defined below) on or after October 2, 2023.

**Administration**

This Policy shall be administered by the Company’s Board of Directors (the “**Board**”) or, if so designated by the Board, by its Compensation Committee (the “**Committee**”).

**Covered Executives**

This Policy applies to any current and former “Section 16 officer” of the Company within the meaning of Rule 16a-1(f) under the Exchange Act, as determined by the Board or the Committee (the “**Covered Executives**”). Covered Executives include, at a minimum, “executive officers” as defined in Rule 3b-7 under the Exchange Act and identified under Item 401(b) of Regulation S-K. This Policy shall be implemented without regard to the fault of the Covered Executives.

Incentive-Based Compensation Received by a Covered Executive will only qualify for recovery under this Policy if (i) it is Received on or after October 2, 2023; (ii) it is Received after such Covered Executive begins service as a Covered Executive; (iii) such Covered Executive served as a Covered Executive at any time during the performance period for such Incentive-Based Compensation; and (iv) it is Received while the Company has a class of securities listed on a national securities exchange or a national securities association.

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

The Company shall not indemnify any Covered Executives against the loss of any erroneously awarded Excess Incentive-Based Compensation. The Company shall not pay or

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reimburse a Covered Executive for premiums paid for an insurance policy to fund potential recovery obligations.

### Statement of Policy

Unless a Clawback Exception (as defined below) applies, the Company will recover reasonably promptly from each Covered Executive the Excess Incentive-Based Compensation (as defined below) Received by such Covered Executive in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (each, an “**Accounting Restatement**”). If a Clawback Exception applies with respect to a Covered Executive, the Company may forgo such recovery under this Policy from such Covered Executive.

### Certain Defined Terms

**oExcess Incentive-Based Compensation.** “**Excess Incentive-Based Compensation**” is the amount of Incentive-Based Compensation Received during the applicable Recovery Period (as defined below) by the Covered Executive that exceeds the amount of Incentive-Based Compensation that otherwise would have been Received during such Recovery Period had it been determined based on the relevant restated amounts, computed without regard to taxes paid.

For Incentive-Based Compensation based on total shareholder return or stock price, where the amount of erroneously awarded Excess Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of such Incentive-Based Compensation that is deemed to be Excess Incentive-Based Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the applicable measure, and the Company must maintain documentation of the determination of that reasonable estimate and provide it to the Stock Exchange.

**oFinancial Reporting Measure.** A “**Financial Reporting Measure**” is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures. Stock price and total shareholder return are also Financial Reporting Measures.

**oIncentive-Based Compensation.** “**Incentive-Based Compensation**” is any compensation that is granted, earned, or vested based wholly or in part on the attainment of a Financial Reporting Measure.

**oReceived.** Incentive-Based Compensation will be deemed “**Received**” in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based



Compensation occurs after the end of that period. The date the Incentive-Based Compensation is Received shall depend upon the terms of the award:

- oIf the grant of an award is based, either wholly or in part, on satisfaction of a Financial Reporting Measure performance goal, the award would be deemed Received in the fiscal period when that measure was satisfied;
- oIf an equity award vests only upon satisfaction of a Financial Reporting Measure performance condition, the award would be deemed Received in the fiscal period when it vests;
- oA non-equity incentive plan award would be deemed Received in the fiscal year that the Covered Executive earns the award based on satisfaction of the relevant Financial Reporting Measure performance goal rather than on a subsequent date on which the award was paid; and
- oA cash award earned upon satisfaction of a Financial Reporting Measure performance goal would be deemed Received in the fiscal period when that measure is satisfied.

When a particular award is subject to multiple conditions, a Covered Executive need not satisfy all conditions to the award for the Incentive-Based Compensation to be deemed Received for purposes of triggering this Policy. The Covered Executive Receives the compensation for purposes of this Policy when the relevant Financial Reporting Measure performance goal is attained, even if the Covered Executive has established only a contingent right to payment at that time.

**Recovery Period.** For purposes of this Policy, the “**Recovery Period**” is the three completed fiscal years immediately preceding the date as of which the Company is required to prepare an Accounting Restatement, subject to the Guidance. The date as of which the Company is required to prepare an Accounting Restatement is the earlier of:

- oThe date the Board, one of its committees, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or
- oThe date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

This may occur before the precise amount of the error has been determined. The Company’s obligation to recover erroneously awarded Excess Incentive-Based Compensation is not dependent on if or when the restated financial statements are filed with the SEC.

### **Clawback Exceptions**

The Company is required to recover all Excess Incentive-Based Compensation Received by a Covered Executive in the event of an Accounting Restatement unless (i) one of the following



conditions are met and (ii) the Committee has made a determination that recovery would be impracticable in accordance with Rule 10D-1 under the Exchange Act (under such circumstances, a “**Clawback Exception**” applies):

othe direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered (and the Company has already made a reasonable attempt to recover such erroneously awarded Excess Incentive-Based Compensation from such Covered Executive, has documented such reasonable attempt(s) to recover, and has provided such documentation to the Stock Exchange);

orecovery would violate home country law that was adopted prior to November 28, 2022 (and the Company has already obtained an opinion of home country counsel, acceptable to the Stock Exchange, that recovery would result in such a violation, and provided such opinion to the Stock Exchange); or

orecovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code and regulations thereunder. For purposes of clarity, this Clawback Exception only applies to tax-qualified retirement plans and does not apply to other plans, including long term disability, life insurance, and supplemental executive retirement plans, or any other compensation that is based on Incentive-Based Compensation in such plans, such as earnings accrued on notional amounts of Incentive-Based Compensation contributed to such plans.

## Compliance

**Duty of recovery.** Recovery is required regardless of fault or responsibility for the error or resulting Accounting Restatement.

**Method of Recoupment.** The Company shall have discretion in how to accomplish recovery under this Policy, subject to the Guidance.

## Administration and Interpretation

The Committee will administer this Policy in accordance with the Guidance and will have full and exclusive authority and discretion to supplement, amend, repeal, interpret, terminate, construe, modify, replace and/or enforce (in whole or in part) this Policy, including the authority to correct any defect, supply any omission or reconcile any ambiguity, inconsistency or conflict in the Policy, subject to the Guidance. The Committee will review the Policy from time to time and will have full and exclusive authority to take any action it deems appropriate.

The Committee will have the authority to offset any compensation or benefit amounts that become due to the applicable Covered Executives to the extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended, and as it deems necessary or desirable to recover any Excess Incentive-Based Compensation.



This Policy shall not preclude any other compensation recoupment or clawback policies, arrangements or provisions of the Company ("**Other Recovery Provisions**"); to the extent recovery of compensation is achieved by the Company under this Policy, there shall be no duplication of recovery under Other Recovery Provisions, except as may be required by law.

Each Covered Executive, upon being so designated or assuming such position, is required to execute and deliver to the Company's Chief Administrative Officer or Chief Compliance Officer an acknowledgment of and consent to this Policy, substantially in the form attached hereto as Exhibit A or such other form reasonably acceptable to and provided by the Company from time to time, (i) acknowledging and consenting to be bound by the terms of this Policy, (ii) agreeing to fully cooperate with the Company in connection with any of such Covered Executive's obligations to the Company pursuant to this Policy, and (iii) agreeing that the Company may enforce its rights under this Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under this Policy. For the avoidance of doubt, each Covered Executive will be fully bound by, and must comply with, this Policy, whether or not such Covered Executive has executed and returned such acknowledgement and consent form to the Company.

## **Disclosures**

This Policy, and any recovery of Excess Incentive-Based Compensation by the Company pursuant to this Policy that is required to be disclosed in the Company's filings with the SEC, will be disclosed as required by the Securities Act of 1933, as amended, the Exchange Act, and related rules and regulations, including the Guidance.



**AMERISAFE, INC.**

**Clawback Policy Acknowledgment and Consent**

The undersigned hereby acknowledges that he or she has received and reviewed a copy of the Clawback Policy (the “**Policy**”) of AMERISAFE, Inc. (the “**Company**”), adopted on October 24, 2023.

Pursuant to such Policy, the undersigned hereby:

- acknowledges that he or she has been designated as (or assumed the position of) a Covered Executive (as defined in the Policy);
- acknowledges and consents to the Policy;
- acknowledges and consents to be bound by the terms of the Policy;
- acknowledges and agrees that he or she will not be indemnified by the Company against the loss of any erroneously awarded Excess Incentive-Based Compensation (as defined in the Policy) or reimbursed by the Company for premiums paid for an insurance policy to fund potential recovery obligations;
- agrees to fully cooperate with the Company in connection with any of the undersigned’s obligations to the Company pursuant to the Policy, including, without limitation, the repayment by or recovery from the undersigned of Excess Incentive-Based Compensation; and
- agrees that the Company may enforce its rights under the Policy through any and all reasonable means permitted under applicable law as the Company deems necessary or desirable under the Policy.

**ACKNOWLEDGED AND AGREED:**

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Name:

Date:

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