

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **March 31, 2026**

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 **001-41591**

SKYWARD SPECIALTY INSURANCE GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

**800 Gessner Road, Suite 600
Houston, Texas**
(Address of Principal Executive Offices)

14-1957288

(I.R.S. Employer
Identification No.)

77024-4284

(Zip Code)

(713) 935-4800

Registrant's telephone number, including area code

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	SKWD	The Nasdaq Stock Market LLC

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 (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post 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 Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

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 is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of May 6, 2026, the registrant had 40,543,065 shares of common stock outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

	March 31, 2026 (Unaudited)	December 31, 2025
<i>(\$ in thousands, except share and per share amounts)</i>		
Assets		
Investments:		
Fixed maturity securities, available-for-sale, at fair value (net of allowance for credit losses of \$6,500 and \$7,000, respectively) (amortized cost of \$2,208,212 and \$1,848,755, respectively)	\$ 2,195,107	\$ 1,856,303
Fixed maturity securities, held-to-maturity, at amortized cost (net of allowance for credit losses of \$301 and \$468, respectively)	30,094	32,822
Equity securities, at fair value	1,140	1,174
Mortgage loans, at fair value	9,088	9,902
Equity method investments	72,101	77,365
Other long-term investments	50,297	58,650
Short-term investments, at fair value	386,514	264,299
Total investments	2,744,341	2,300,515
Cash and cash equivalents	255,910	168,544
Restricted cash	60,521	30,570
Funds at Lloyd's	108,846	2,509
Options, at fair value	24,401	34,857
Premiums and commissions receivable, net	830,509	544,217
Reinsurance recoverables, net	1,336,937	1,119,880
Ceded unearned premium	314,850	238,948
Deferred policy acquisition costs and VOBA	193,703	136,100
Deferred tax assets	44,138	27,865
Goodwill and intangible assets, net	473,316	88,040
Other assets	160,005	99,807
Total assets	\$ 6,547,477	\$ 4,791,852
Liabilities and stockholders' equity		
Liabilities:		
Reserves for losses and loss adjustment expenses	\$ 2,918,903	\$ 2,318,894
Unearned premiums	1,014,666	774,035
Deferred ceding commission	49,035	46,453
Reinsurance and premium payables	479,412	279,888
Funds held for others	157,380	128,003
Deferred tax liabilities	68,466	—
Accounts payable and accrued liabilities	148,737	115,034
Notes payable	466,418	100,411
Subordinated debt, net of debt issuance costs	19,577	19,569
Total liabilities	5,322,594	3,782,287
Stockholders' equity		
Common stock, \$0.01 par value, 500,000,000 shares authorized, 44,728,087 shares issued and 44,543,065 shares outstanding at March 31, 2026; 40,511,222 shares issued and outstanding at December 31, 2025	484	405
Treasury stock, at cost, 185,022 and 0 shares, respectively	(8,665)	—
Additional paid-in capital	922,311	730,555
Accumulated other comprehensive (loss) income	(6,126)	11,457
Retained earnings	316,879	267,148
Total stockholders' equity	1,224,883	1,009,565
Total liabilities and stockholders' equity	\$ 6,547,477	\$ 4,791,852

The accompanying notes are an integral part of the consolidated financial statements.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME (UNAUDITED)

(\$ in thousands, except share and per share amounts)	Three months ended March 31,	
	2026	2025
Revenues:		
Net earned premiums	\$ 434,007	\$ 300,366
Underwriting fee income	10,078	—
Commission and fee income	1,527	1,976
Net investment income	27,055	19,422
Net investment gains	3,185	6,750
Other income	15	13
Total revenues	475,867	328,527
Expenses:		
Losses and loss adjustment expenses	265,223	187,309
Underwriting, acquisition and insurance expenses	124,614	86,551
Fee-based service expenses	4,170	—
Interest expense	7,719	1,834
Amortization expense	8,843	337
Other expenses	3,222	1,061
Total expenses	413,791	277,092
Income before income taxes	62,076	51,435
Income tax expense	12,345	9,377
Net income	\$ 49,731	\$ 42,058
Comprehensive income		
Net income	\$ 49,731	\$ 42,058
Other comprehensive (loss) income:		
Unrealized gains and losses on investments:		
Net change in unrealized (losses) gains on investments, net of tax	(17,217)	12,255
Reclassification adjustment for gains (losses) on securities no longer held, net of tax	502	(182)
Foreign currency translation adjustment	(868)	—
Total other comprehensive (loss) income	(17,583)	12,073
Comprehensive income	\$ 32,148	\$ 54,131
Per share data:		
Basic earnings per share	\$ 1.12	\$ 1.05
Diluted earnings per share	\$ 1.09	\$ 1.01
Weighted-average common shares outstanding		
Basic	44,463,167	40,196,416
Diluted	45,443,960	41,680,595

The accompanying notes are an integral part of the consolidated financial statements.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)

(\$ in thousands, except share amounts)	Three months ended March 31,	
	2026	2025
Common shares:		
Balance at beginning of year	40,511,222	40,127,908
Issuance of shares	4,031,843	274,971
<i>Balance at March 31,</i>	44,543,065	40,402,879
Treasury shares:		
Balance at beginning of year	—	—
Shares acquired	185,022	—
<i>Balance at March 31,</i>	185,022	—
Common stock:		
Balance at beginning of year	\$ 405	\$ 401
Issuance of common stock	79	3
<i>Balance at March 31,</i>	\$ 484	\$ 404
Treasury stock:		
Balance at beginning of year	\$ —	\$ —
Treasury stock acquired	(8,665)	—
<i>Balance at March 31,</i>	\$ (8,665)	\$ —
Additional paid-in capital:		
Balance at beginning of year	\$ 730,555	\$ 718,598
Issuance of common stock	191,756	2,588
<i>Balance at March 31,</i>	\$ 922,311	\$ 721,186
Accumulated other comprehensive loss:		
Balance at beginning of year	\$ 11,457	\$ (22,120)
Other comprehensive (loss) income, net of tax	(17,583)	12,073
<i>Balance at March 31,</i>	\$ (6,126)	\$ (10,047)
Retained earnings:		
Balance at beginning of year	\$ 267,148	\$ 97,120
Net income	49,731	42,058
<i>Balance at March 31,</i>	\$ 316,879	\$ 139,178
Total stockholders' equity	\$ 1,224,883	\$ 850,721

The accompanying notes are an integral part of the consolidated financial statements.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net income	\$ 49,731	\$ 42,058
Adjustments to reconcile net income to net cash provided by operating activities	66,806	54,702
Net cash provided by operating activities	116,537	96,760
Cash flows from investing activities:		
Net cash paid in acquisition	(303,035)	—
Purchase of fixed maturity securities, available-for-sale	(269,921)	(126,827)
Purchase of equity securities	—	(8,422)
Purchase of equity method investments and other long-term investments	(283)	(200)
Investment in direct and indirect loans	442	13,829
Proceeds from the sales of (payments for the purchase of) property and equipment	1,654	(202)
Proceeds from the sales of fixed maturity securities, available-for-sale	84,032	8,195
Maturities, calls, transfers and paydowns of fixed maturity securities, available-for-sale	50,210	29,537
Maturities, calls and paydowns of fixed maturity securities held-to-maturity	1,536	2,129
Proceeds from the sales of equity securities	—	8,748
Sales of and distributions from equity method and other long-term investments	13,628	4,396
Change in short-term investments	64,961	(33,162)
Change in receivable/payable for securities	(9,525)	—
Cash provided by deposit accounting	4,457	1,200
Net cash used in investment activities	(361,844)	(100,779)
Cash flows from financing activities:		
Proceeds from issuance of common stock	200	—
Proceeds from long term borrowings	371,089	—
Treasury stock acquired	(8,665)	—
Net cash provided by financing activities	362,624	—
Net increase in cash and cash equivalents and restricted cash	117,317	(4,019)
Cash and cash equivalents and restricted cash at beginning of period⁽¹⁾	199,114	157,525
Cash and cash equivalents and restricted cash at end of period⁽¹⁾	\$ 316,431	\$ 153,506
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 6,246	\$ 1,805

⁽¹⁾ The sum of cash and cash equivalents and restricted cash from the consolidated balance sheets

The accompanying notes are an integral part of the consolidated financial statements.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Summary of Significant Accounting Policies

Basis of Presentation

The unaudited condensed consolidated financial statements of Skyward Specialty Insurance Group, Inc. (the “Company”) have been prepared in accordance with generally accepted accounting principles (“GAAP”) in the United States of America for interim financial reporting and with the instructions to Form 10-Q and Regulation S-X. Accordingly, they do not include all the disclosures required by GAAP for complete consolidated financial statements. Readers are urged to review the Company’s Annual Report on Form 10-K for the year ended December 31, 2025 for a more complete description of the Company’s business and accounting policies. In the opinion of management, all adjustments necessary for a fair statement of the condensed consolidated financial statements have been included. Such adjustments consist only of normal recurring items. Interim results are not necessarily indicative of results of operations for the full year. The consolidated balance sheet as of December 31, 2025 was derived from the Company’s audited annual consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from these estimates.

Updates to Significant Accounting Policies

The following accounting policies have been updated following the Apollo Group Holdings Limited (“Apollo”) acquisition on January 1, 2026.

Description of Business

Skyward Specialty Insurance Group, Inc. (the “Company”), an insurance holding company, is a Delaware corporation that was organized in 2006. It is a specialty insurance company operating in two segments delivering commercial property and casualty products insurance coverages.

The Company has four wholly owned insurance company subsidiaries based in the United States:

- Great Midwest Insurance Company (“GMIC”) underwrites insurance on an admitted basis and is a certified surety bond company listed with the U.S. Department of the Treasury.
- Houston Specialty Insurance Company (“HSIC”), a subsidiary of GMIC, underwrites insurance on a non-admitted basis.
- Imperium Insurance Company (“IIC”), a subsidiary of HSIC, underwrites insurance on an admitted basis.
- Oklahoma Specialty Insurance Company (“OSIC”), a subsidiary of IIC, underwrites insurance on a non-admitted basis.

The Company has a wholly owned captive reinsurance company subsidiary, Skyward Re, that is domiciled in the Cayman Islands and assumed net reserves for certain divisions, related to a retroactive reinsurance contract, from the Company’s insurance companies and retroceded the net reserves to a third-party reinsurer.

The Company has three non-risk bearing wholly owned subsidiaries, (i) Skyward Underwriters Agency, Inc. (“SUA”), a managing general insurance agent and reinsurance broker for property and casualty risks in specialty niche markets, (ii) Skyward Service Company an entity which provides various administrative services to the Company’s subsidiaries, and (iii) Skyward Specialty No. 1 Limited, a Lloyd’s corporate member authorized to invest in Lloyd’s syndicates.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Summary of Significant Accounting Policies (continued)

On January 1, 2026, the Company completed its acquisition of Apollo Group Holdings Limited (“Apollo”), a Lloyd’s of London (“Lloyd’s”) specialist insurance and reinsurance group. Apollo includes a Lloyd’s of London Managing Agency, Apollo Syndicate Management Limited (“ASML”), which provides managing agency services to nine Lloyd’s syndicates. Syndicate 1969, underwrites a diversified specialty portfolio, Syndicate 1971 focuses on digital-economy and technology-enabled risks, and Syndicate 1972 provides reinsurance for Apollo managed syndicates and provides a quota share facility for Syndicates 1969 and 1971. Apollo participates in its wholly managed syndicates through its corporate member company, Apollo No. 16 Limited (“Apollo No. 16”) which has a quota share agreement in place with Apollo Bermuda Limited.

Commission and Fee Income and Underwriting Fee Income

Managing Agency Fees and Profit Commission

ASML earns a fee for providing managing agency services (such as underwriting oversight, operational administration and regulatory compliance) to the syndicates it manages. These managing agency fees are based on each syndicate’s annual capacity and are recognized over the period of services provided. ASML may also earn profit commission under contractual arrangements with the capital providers to each syndicate. Profit commission is contingent on syndicate profitability and is accrued in accordance with the contractual terms and the subsequent development of underwriting results at the balance sheet date. Amounts are generally not payable until the underlying underwriting results have substantially matured (typically around 36 months after inception), unless interim profit distributions permit earlier payments on account. Intra-group managing agency fees and profit commission are eliminated on consolidation.

Other Revenue From Management Services

Apollo also earns other services revenue for other administrative and operational services performed for the syndicates it manages, including those supported primarily by third-party capital providers. Such revenue is measured at the fair value of consideration received or receivable and includes service fees and consortium income. Consortium income represents fees charged to consortia members for whom ASML acts as consortium leader and is recognized at the point in time premiums are written; amounts related to underwriting services provided over multi-year periods are deferred accordingly.

Foreign Currency

The Company transacts business in numerous currencies through business units located around the world. The functional currency for each business unit is determined by the local currency used for most economic activity in that area. Movements in exchange rates related to transactions in currencies other than a business unit’s functional currency for monetary assets and liabilities are remeasured through the consolidated statements of operations and comprehensive income (loss) in other income (expense), except for currency movements related to available for sale fixed maturities securities, which are excluded from net income (loss) and accumulated in stockholder’s equity, net of deferred taxes.

The business units’ functional currency financial statements are translated to the Company’s reporting currency, U.S. dollars, using the exchange rates at the end of period for the balance sheets and the average exchange rates in effect for the reporting period for the statements of operations and comprehensive income. Gains and losses resulting from translating the foreign currency financial statements, net of deferred income taxes, are excluded from net income and accumulated as a separate component of accumulated other comprehensive income in stockholder’s equity.

Reclassifications

During the current period, the Company reclassified amounts previously included in “Other assets” to separate line items on the balance sheet for “Funds at Lloyd’s” and “Options, at fair value” to better reflect the nature of these balances. Prior period amounts have been reclassified to conform to the current presentation.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

2. Goodwill and Intangible Assets

The following tables set forth the carrying amount and changes in the balance of goodwill by reporting unit at March 31, 2026 and 2025:

(\$ in thousands)	Accident and Health	Credit & Surety	Energy Solutions	Apollo	Other	Total
Goodwill						
Gross balance at December 31, 2025	\$ 91,577	\$ 6,781	\$ 10,204	\$ —	\$ 3,879	\$ 112,441
Accumulated impairment at December 31, 2025	(44,821)	—	—	—	(1,886)	(46,707)
Additions	—	—	—	125,408	—	125,408
Net balance at March 31, 2026	<u>\$ 46,756</u>	<u>\$ 6,781</u>	<u>\$ 10,204</u>	<u>\$ 125,408</u>	<u>\$ 1,993</u>	<u>\$ 191,142</u>

(\$ in thousands)	Accident and Health	Credit & Surety	Energy Solutions	Other	Total
Goodwill					
Gross balance at December 31, 2024	\$ 91,577	\$ 6,781	\$ 10,204	\$ 3,879	\$ 112,441
Accumulated impairment at December 31, 2024	(44,821)	—	—	(1,886)	(46,707)
Net balance at March 31, 2025	<u>\$ 46,756</u>	<u>\$ 6,781</u>	<u>\$ 10,204</u>	<u>\$ 1,993</u>	<u>\$ 65,734</u>

The following tables set forth the carrying amount and changes in the balance of other intangible assets at March 31, 2026 and 2025:

(\$ in thousands)	Agent Relationships	Non-competes	Trademarks	Syndicate Capacity	Licenses	Total
Other Intangible Assets						
Gross balance at December 31, 2025	\$ 26,491	\$ 1,117	\$ 999	\$ —	\$ 14,019	\$ 42,626
Accumulated amortization at December 31, 2025	(19,203)	(1,117)	—	—	—	(20,320)
Additions	27,000	—	35,000	200,000	—	262,000
Amortization	(1,257)	—	(875)	—	—	(2,132)
Net balance at March 31, 2026	<u>\$ 33,031</u>	<u>\$ —</u>	<u>\$ 35,124</u>	<u>\$ 200,000</u>	<u>\$ 14,019</u>	<u>\$ 282,174</u>

(\$ in thousands)	Agent Relationships	Non-competes	Trademarks	Licenses	Total
Other Intangible Assets					
Gross balance at December 31, 2024	\$ 24,491	\$ 1,117	\$ 999	\$ 14,019	\$ 40,626
Accumulated amortization at December 31, 2024	(17,895)	(1,117)	—	—	(19,012)
Amortization	(259)	—	—	—	(259)
Net balance at March 31, 2025	<u>\$ 6,337</u>	<u>\$ —</u>	<u>\$ 999</u>	<u>\$ 14,019</u>	<u>\$ 21,355</u>

The Company's indefinite lived intangible assets relate to insurance licenses, trademarks and Lloyd's syndicates capacity. Its finite lived intangible assets, which relate to policy renewals, agency relationships, within agent relationships, finite syndicates capacity relationships and non-compete/exclusivity agreements, within non-competes, have a weighted average useful life of approximately 9 years as of March 31, 2026.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

2. Goodwill and Intangible Assets (continued)

The Company recognized approximately \$2.1 million and \$0.3 million in amortization expense for the three months ended March 31, 2026 and 2025, respectively. The following table sets forth the estimated future net amortization expense of intangible assets:

<i>(\$ in thousands)</i>	Amount
Remainder of 2026	\$ 6,394
Year Ending December 31, 2027	8,525
Year Ending December 31, 2028	8,525
Year Ending December 31, 2029	8,233
Year Ending December 31, 2030	8,025

3. Investments

The following tables set forth the amortized cost and the fair value by investment category at March 31, 2026 and December 31, 2025:

<i>(\$ in thousands)</i>	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
March 31, 2026					
Fixed maturity securities, available-for-sale:					
U.S. government securities	\$ 160,144	\$ 178	\$ (774)	\$ —	\$ 159,548
Non U.S government securities	2,696	—	(25)	—	2,671
Corporate securities and miscellaneous	807,859	8,007	(8,881)	(6,500)	800,485
Municipal securities	96,647	1,150	(2,168)	—	95,629
Residential mortgage-backed securities	475,069	6,260	(10,154)	—	471,175
Commercial mortgage-backed securities	79,618	669	(615)	—	79,672
Other asset-backed securities	586,179	3,239	(3,491)	—	585,927
Total fixed maturity securities, available-for-sale	<u>\$ 2,208,212</u>	<u>\$ 19,503</u>	<u>\$ (26,108)</u>	<u>\$ (6,500)</u>	<u>\$ 2,195,107</u>
Fixed maturity securities, held-to-maturity:					
Other asset-backed securities	\$ 30,395	\$ 4,196	\$ —	\$ (301)	\$ 34,290
Total fixed maturity securities, held-to-maturity	<u>\$ 30,395</u>	<u>\$ 4,196</u>	<u>\$ —</u>	<u>\$ (301)</u>	<u>\$ 34,290</u>

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

<i>(\$ in thousands)</i>	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Loss	Allowance for Credit Losses	Fair Value
December 31, 2025					
Fixed maturity securities, available-for-sale:					
U.S. government securities	\$ 44,190	\$ 292	\$ (14)	\$ —	\$ 44,468
Corporate securities and miscellaneous	632,244	14,223	(3,080)	(7,000)	636,387
Municipal securities	102,691	1,725	(2,300)	—	102,116
Residential mortgage-backed securities	487,145	8,928	(9,486)	—	486,587
Commercial mortgage-backed securities	72,631	1,016	(597)	—	73,050
Other asset-backed securities	509,854	5,194	(1,353)	—	513,695
Total fixed maturity securities, available-for-sale	<u>\$ 1,848,755</u>	<u>\$ 31,378</u>	<u>\$ (16,830)</u>	<u>\$ (7,000)</u>	<u>\$ 1,856,303</u>
Fixed maturity securities, held-to-maturity:					
Other asset-backed securities	\$ 33,290	\$ 829	\$ (48)	\$ (468)	\$ 33,603
Total fixed maturity securities, held-to-maturity	<u>\$ 33,290</u>	<u>\$ 829</u>	<u>\$ (48)</u>	<u>\$ (468)</u>	<u>\$ 33,603</u>

The following table sets forth the amortized cost and fair value of available-for-sale fixed maturity securities by contractual maturity at March 31, 2026:

<i>(\$ in thousands)</i>	Amortized Cost	Fair Value
Due in less than one year	\$ 56,515	\$ 54,611
Due after one year through five years	636,682	630,559
Due after five years through ten years	304,483	305,672
Due after ten years	69,666	67,491
Mortgage-backed securities	554,687	550,847
Other asset-backed securities	586,179	585,927
Total	<u>\$ 2,208,212</u>	<u>\$ 2,195,107</u>

Expected maturities may differ from contractual maturities because borrowers have the right to call or prepay obligations with or without call or prepayment penalties. Also, changing interest rates, tax considerations or other factors may result in portfolio sales prior to maturity.

The Company's fixed maturity securities, held-to-maturity, at March 31, 2026 consisted entirely of asset backed securities that were not due at a single maturity date.

At March 31, 2026, the Company had U.S. government agencies mortgage-backed fixed maturity securities, with a carrying value of approximately \$71.3 million pledged as collateral for a loan (the "FHLB Loan") from the Federal Home Loan Bank of Dallas ("FHLB") pursuant to an Advances and Security Agreement between the Company and FHLB (the "Advances and Security Agreement"). In accordance with the terms of the FHLB Loan, the Company retains all rights regarding these pledged securities.

At March 31, 2026, the Company had assets with fair values of approximately \$77.5 million pledged as collateral for performance obligations under reinsurance agreements. In accordance with the terms of the trust agreements, the Company retains all rights regarding these securities, of which \$63.2 million are residential mortgage-backed securities, \$12.1 million of cash and cash equivalents and other assets and \$2.2 million of short-term investments.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

The following tables set forth the gross unrealized losses and the corresponding fair values of investments, aggregated by length of time that individual securities had been in a continuous unrealized loss position as of March 31, 2026 and 2025:

(\$ in thousands)	Less than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
March 31, 2026						
Fixed maturity securities, available-for-sale:						
U.S. government securities	\$ 91,541	\$ (769)	\$ 707	\$ (5)	\$ 92,248	\$ (774)
Non-U.S. government securities	2,671	(25)	—	—	2,671	(25)
Corporate securities and miscellaneous	341,776	(4,883)	57,293	(3,998)	399,069	(8,881)
Municipal securities	23,170	(296)	19,570	(1,872)	42,740	(2,168)
Residential mortgage-backed securities	130,908	(1,017)	69,744	(9,137)	200,652	(10,154)
Commercial mortgage-backed securities	11,391	(21)	8,276	(594)	19,667	(615)
Other asset-backed securities	328,244	(2,584)	7,783	(907)	336,027	(3,491)
Total	\$ 929,701	\$ (9,595)	\$ 163,373	\$ (16,513)	\$ 1,093,074	\$ (26,108)

(\$ in thousands)	Less than 12 Months		12 Months or More		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
December 31, 2025						
Fixed maturity securities, available-for-sale:						
U.S. government securities	\$ 349	\$ (1)	\$ 1,565	\$ (13)	\$ 1,914	\$ (14)
Corporate securities and miscellaneous	67,644	(346)	63,575	(2,734)	131,219	(3,080)
Municipal securities	19,157	(400)	22,004	(1,900)	41,161	(2,300)
Residential mortgage-backed securities	56,147	(262)	74,075	(9,224)	130,222	(9,486)
Commercial mortgage-backed securities	4,646	(3)	8,363	(594)	13,009	(597)
Other asset-backed securities	85,098	(424)	16,081	(929)	101,179	(1,353)
Total fixed maturity securities, available-for-sale	233,041	(1,436)	185,663	(15,394)	418,704	(16,830)
Fixed maturity securities, held-to-maturity:						
Other asset-backed securities	1,912	(48)	—	—	1,912	(48)
Total fixed maturity securities, held-to-maturity:	1,912	(48)	—	—	1,912	(48)
Total	\$ 234,953	\$ (1,484)	\$ 185,663	\$ (15,394)	\$ 420,616	\$ (16,878)

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

The Company regularly monitors its available-for-sale fixed maturity securities that have fair values less than cost or amortized cost for signs of impairment, an assessment that requires significant management judgment regarding the evidence known. Such judgments could change in the future as more information becomes known, which could negatively impact the amounts reported. Among the factors that management considers for fixed maturity securities are the financial condition of the issuer including receipt of scheduled principal and interest cash flows, and intent to sell, including if it is more likely than not that the Company will be required to sell the investments before recovery.

As of March 31, 2026, the Company had 1,057 lots of fixed maturity securities in an unrealized loss position. The Company does not have an intent to sell these securities and it is not more likely than not that the Company will be required to sell these securities before maturity or recovery of its cost basis. The Company reviewed its investments at March 31, 2026 and determined that for two available-for-sale securities in the "corporate securities and miscellaneous" category, credit impairments existed, based on new recovery analysis that showed deteriorating conditions raising credit concerns. Other than the securities discussed previously, the Company determined that no other credit impairment existed in the gross unrealized holding losses, due to the reasons discussed below:

- *U.S. government securities and municipal securities:* These securities were issued by the U.S. Treasury Department, Federal government-sponsored entities or by state and local governments. The decline in fair values was attributable to changes in interest rates and not credit quality. The Company does not intend to sell these securities and it is likely that it will not do so before their anticipated recovery. Therefore, the Company does not consider these impaired securities.
- *Corporate securities and miscellaneous:* Corporations in various industries issued these securities. The decline in fair values was attributable to changes in interest rates and not credit quality. The Company reviewed the issuers of these securities to identify any significant adverse change in financial condition, a change in the quality of credit enhancement (if any), a ratings decrease, or negative outlook assignment from a major credit rating agency, and any failure to make interest or principal payments. After these reviews, the Company determined that the decline in fair values was attributable to changes in interest rates and not credit quality. The Company does not intend to sell these securities and it is likely that it will not do so before their anticipated recovery. Therefore, the Company does not consider these impaired securities.
- *Residential mortgage-backed securities, commercial mortgage-backed securities, and other asset-backed securities:* The decline in fair values was attributable to changes in interest rates and not credit quality. The Company does not intend to sell these securities and it is likely that it will not do so before their anticipated recovery. Therefore, the Company does not consider these impaired securities.

The following table sets forth the changes in the allowance for credit losses on available-for-sale securities and held-to-maturity securities during the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Fixed Maturity Securities, Available-For-Sale	Fixed Maturity Securities, Held-to-Maturity
Balance at December 31, 2025	\$ 7,000	\$ 468
Recoveries of amounts previously written off	(500)	(167)
Balance at March 31, 2026	<u>\$ 6,500</u>	<u>\$ 301</u>
		Fixed Maturity Securities, Held-to-Maturity
Balance at December 31, 2024		\$ 243
Current period provision for credit losses		7
Balance at March 31, 2025		<u>\$ 250</u>

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

The following table sets forth the components of net investment gains for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	2026	2025
Gross realized gains		
Fixed maturity securities, available-for-sale	\$ 1,632	\$ 453
Equity securities	—	1,745
Other	175	4
Total	1,807	2,202
Gross realized losses		
Fixed maturity securities, available-for-sale	(258)	(120)
Equity securities	—	(678)
Other	(139)	(61)
Total	(397)	(859)
Net unrealized gains (losses) on investments		
Equity securities	(33)	1,080
Mortgage loans	99	(66)
Other	1,709	4,393
Net investment gains	\$ 3,185	\$ 6,750

The following table sets forth the proceeds from sales of available-for-sale fixed maturity securities and equity securities for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	2026	2025
Fixed maturity securities, available-for-sale	\$ 84,032	\$ 8,195
Equity securities	—	8,748

The following table sets forth the components of net investment income for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	2026	2025
Income (loss):		
Fixed maturity securities, available-for-sale	\$ 29,411	\$ 17,288
Fixed maturity securities, held-to-maturity	(1,077)	822
Equity securities	18	617
Equity method investments	(1,297)	(1,988)
Mortgage loans	(665)	661
Indirect loans	(1,793)	(741)
Short-term investments and cash	3,474	3,192
Other	686	1,061
Total investment income	28,757	20,912
Investment expenses	(1,702)	(1,490)
Net investment income	\$ 27,055	\$ 19,422

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

The following table sets forth the change in net unrealized gains (losses) on the Company's investment portfolio, net of deferred income taxes, included in other comprehensive loss for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	2026	2025
Fixed maturity securities	\$ (21,154)	\$ 15,284
Deferred income taxes	3,571	(3,211)
Total	<u>\$ (17,583)</u>	<u>\$ 12,073</u>

4. Fair Value Measurements

The Company's financial instruments include assets and liabilities carried at fair value, as well as assets and liabilities carried at cost or amortized cost but disclosed at fair value in its consolidated financial statements. In determining fair value, the market approach is generally applied, which uses prices and other relevant data based on market transactions involving identical or comparable assets and liabilities.

The Company uses data primarily provided by third-party investment managers or pricing vendors to determine the fair value of its investments. Periodic analyses are performed on prices received from third parties to determine whether the prices are reasonable estimates of fair value. The analyses include a review of month-to-month price fluctuations and, as needed, a comparison of pricing services' valuations to other pricing services' valuations for the identical security.

The Company classifies its financial instruments into the following three-level hierarchy:

Level 1 - Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.

Level 2 - Inputs are other than quoted prices included in Level 1 that are observable for the asset or liability through corroboration with market data at the measurement date.

Level 3 - Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

The following methods and assumptions were used in estimating the fair value disclosures for financial instruments in the accompanying consolidated financial statements and in these notes:

U.S. government securities, mutual funds and common stock

The Company uses unadjusted quoted prices for identical instruments in an active exchange to measure fair value which represent Level 1 inputs.

Preferred stocks, municipal securities, corporate securities and miscellaneous

The Company uses a pricing model that utilizes market-based inputs such as trades in an illiquid market for a particular security or trades in active markets for securities with similar characteristics. The model considers other inputs such as benchmark yields, issuer spreads, security terms and conditions, and other market data. These represent Level 2 fair value inputs.

Commercial mortgage-backed securities, residential mortgage-backed securities and other asset-backed securities

The Company uses a pricing model that utilizes market-based inputs that may include dealer quotes, market spreads, and yield curves. It may evaluate individual tranches in a security by determining cash flows using the security's terms and conditions, collateral performance, credit information benchmark yields and estimated prepayments. These represent Level 2 fair value inputs.

Fixed maturity securities, available for sale classified as Level 3

The Company has corporate securities and miscellaneous, other asset-backed securities that are managed by an independent asset manager and priced by an independent pricing provider. The provider estimates the value of the securities using the discount net present value of cash flows method using an unobservable discount rate. The discount rate spread represents the risk associated with future cash flows, including inflation, opportunity cost and the time value of money. This rate represents Level 3 fair value inputs.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

4. Fair Value Measurements (continued)

The following table sets forth the range of the discount rate as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
High	11.35 %	11.10 %
Low	4.66 %	4.25 %
Weighted average	6.73 %	6.40 %

Mortgage loans

Mortgage loans have variable interest rates and are collateralized by real property. The Company determines fair value of mortgage loans using the income approach utilizing inputs that are observable and unobservable (Level 3). The unobservable input consists of the spread applied to a prime rate used to discount cash flows. The spread represents the incremental cost of capital based on the borrower's ability to make future payments and the value of the collateral relative to the loan balance and is subject to judgment and uncertainty.

The following table sets forth the range and weighted average, weighted by relative fair value, of the spread as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
High	8.09 %	8.34 %
Low	6.54 %	6.55 %
Weighted average	7.67 %	7.74 %

Derivatives

Included in other assets are derivatives which consist of certain exchange traded options contracts entered into by the Company. The fair values of these options are measured using quoted prices in active markets on the relevant exchange, specifically utilizing either the volume-weighted average price of trades in similar contracts during a specified time window, or the last trade settlement price when no trades occur within that period. This method represents Level 1 inputs.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

4. Fair Value Measurements (continued)

The following tables set forth the Company's investments and derivatives within the fair value hierarchy at March 31, 2026 and December 31, 2025:

March 31, 2026						
<i>(\$ in thousands)</i>	Level 1	Level 2	Level 3	Total		
Fixed maturity securities, available-for-sale:						
U.S. government securities	\$ 159,548	\$ —	\$ —	\$ 159,548		
Non U.S government securities	—	2,671	—	2,671		
Corporate securities and miscellaneous	—	658,638	141,847	800,485		
Municipal securities	—	95,629	—	95,629		
Residential mortgage-backed securities	—	471,175	—	471,175		
Commercial mortgage-backed securities	—	79,672	—	79,672		
Other asset-backed securities	—	568,324	17,603	585,927		
Total fixed maturity securities, available-for-sale	159,548	1,876,109	159,450	2,195,107		
Fixed maturity securities, held-to-maturity:						
Other asset-backed securities	—	—	34,290	34,290		
Total fixed maturity securities, held-to-maturity	—	—	34,290	34,290		
Equity securities:						
Preferred stocks	—	1,140	—	1,140		
Total equity securities	—	1,140	—	1,140		
Mortgage loans	—	—	9,088	9,088		
Short-term investments	386,514	—	—	386,514		
Derivatives	24,401	—	—	24,401		
Total	\$ 570,463	\$ 1,877,249	\$ 202,828	\$ 2,650,540		

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

4. Fair Value Measurements (continued)

December 31, 2025 (<i>\$ in thousands</i>)	Level 1	Level 2	Level 3	Total
Fixed maturity securities, available-for-sale:				
U.S. government securities	\$ 44,468	\$ —	\$ —	\$ 44,468
Corporate securities and miscellaneous	—	503,274	133,113	636,387
Municipal securities	—	102,116	—	102,116
Residential mortgage-backed securities	—	486,587	—	486,587
Commercial mortgage-backed securities	—	73,050	—	73,050
Other asset-backed securities	—	495,891	17,804	513,695
Total fixed maturity securities, available-for-sale	44,468	1,660,918	150,917	1,856,303
Fixed maturity securities, held-to-maturity:				
Other asset-backed securities	—	—	33,603	33,603
Total fixed maturity securities, held-to-maturity:	—	—	33,603	33,603
Equity securities:				
Preferred stocks	—	1,174	—	1,174
Total equity securities	—	1,174	—	1,174
Mortgage loans	—	—	9,902	9,902
Short-term investments	264,299	—	—	264,299
Derivatives	34,857	—	—	34,857
Total	\$ 343,624	\$ 1,662,092	\$ 194,422	\$ 2,200,138

The following tables set forth the changes in the fair value of instruments carried at fair value with a Level 3 measurement during the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Fixed Maturity Securities, Available-For-Sale	Mortgage Loans
Balance at December 31, 2025	\$ 150,917	\$ 9,902
Total losses for the period recognized in net investment gains	(62)	(814)
Purchases	11,266	—
Sales/Disposals	(334)	—
Total unrealized losses for the period recognized in accumulated comprehensive (loss) income	(2,337)	—
Balance at March 31, 2026	\$ 159,450	\$ 9,088

<i>(\$ in thousands)</i>	Fixed Maturity Securities, Available-For-Sale	Mortgage Loans
Balance at December 31, 2024	\$ 77,920	\$ 26,490
Total losses for the period recognized in net investment gains	(110)	(66)
Issuances	—	5
Settlements	—	(10,417)
Purchases	5,164	—
Sales/Disposals	(199)	—
Total unrealized gains for the period recognized in accumulated comprehensive income (loss)	682	—
Balance at March 31, 2025	\$ 83,457	\$ 16,012
Total losses for the period recognized in net investment gains attributable to the change in unrealized gains or losses relating to assets held as of period end	\$ —	\$ (84)

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

4. Fair Value Measurements (continued)

The transfers into Level 3 during the three months ended March 31, 2026 were the result of securities that began receiving valuations from asset managers that utilized unobservable inputs at the end of the period.

The Company measures certain assets, including investments in indirect loans and loan collateral, equity method investments and other invested assets, at fair value on a nonrecurring basis only when they are deemed to be impaired.

In addition to the preceding disclosures on assets and liabilities recorded at fair value in the consolidated balance sheets, the Company is also required to disclose the fair values of certain other financial instruments for which it is practicable to estimate fair value. Estimated fair value amounts, defined as the quoted market price of a financial instrument, have been determined using available market information and other appropriate valuation methodologies. However, considerable judgments are required in developing the estimates of fair value where quoted market prices are not available. Accordingly, these estimates are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions or estimating methodologies may have an effect on the estimated fair value amounts.

The following methods and assumptions were used in estimating the fair value disclosures of other financial instruments:

Fixed maturity securities, held-to-maturity: Fixed maturity securities, held-to-maturity consists of senior and junior notes with target rates of return. As of March 31, 2026, the Company determined the fair value of these instruments using the income approach utilizing inputs that are unobservable (Level 3).

Investment in RedBird Capital Partners: Included in other long-term investments is an investment in a limited partnership with RedBird Capital Partners, which invests in Bishop Street Underwriters, LLC ("Bishop Street"), a managing general agent (MGA). The investment had a fair value of \$47.2 million at March 31, 2026, which was determined using the net asset value. The Company employs procedures to assess the reasonableness of the fair value of the investment including obtaining and reviewing the audited financial statements. The unfunded commitment related to the investment was \$18.3 million at March 31, 2026. The Company may sell its interest in the investment with the appropriate prior written notice and approval by the general partner. In accordance with Accounting Standard Codification 820-10, this investment is measured at fair value using the net asset value per share practical expedient and has not been classified in the fair value hierarchy.

Notes payable: The carrying value approximates the estimated fair value for notes payable as the notes payable accrue interest at current market rates plus a spread. The Company determines fair value using the income approach utilizing inputs that are observable (Level 2).

Subordinated debt: Subordinated debt consists of the Unsecured Subordinated Notes, due May 24, 2039 and have a fixed interest rate. The Company determines the fair value of these instruments using the income approach utilizing inputs that are observable (Level 2).

The following table sets forth the Company's carrying and fair values of notes payable and subordinated debt as of March 31, 2026 and December 31, 2025:

	March 31, 2026		December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
<i>(\$ in thousands)</i>				
Notes payable				
FHLB Loan	\$ 57,000	\$ 57,112	\$ 57,000	\$ 57,458
Revolving Credit Facility	114,500	114,500	114,500	114,500
Term Loan Facility, net of debt issuance costs	294,918	294,207	300,000	300,000
Notes payable	\$ 466,418	\$ 465,819	\$ 471,500	\$ 471,958
Subordinated debt				
Unsecured subordinated notes	\$ 19,577	\$ 20,395	\$ 19,569	\$ 21,020
Subordinated debt, net of debt issuance costs	\$ 19,577	\$ 20,395	\$ 19,569	\$ 21,020

Other financial instruments qualify as insurance-related products and are specifically exempted from fair value disclosure requirements.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

5. Mortgage Loans

The Company has invested in Separately Managed Accounts (“SMA1” and “SMA2”). As of March 31, 2026 and December 31, 2025, the Company held direct investments in mortgage loans from various creditors through SMA1 and SMA2.

The Company’s mortgage loan portfolios are primarily senior loans on real estate across the U.S. The loans earn interest at a fixed spread above a prime rate and mature in approximately 2 to 4 years from loan origination. The principal amounts of the loans are approximately 64% of the property’s appraised value at the time the loans were made.

The following table sets forth the carrying value of the Company’s mortgage loans as of March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	March 31, 2026		December 31, 2025	
Commercial	\$	2,468	\$	3,334
Hospitality		6,620		6,568
	\$	9,088	\$	9,902

The following table sets forth the Company’s gross investment income for mortgage loans for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	2025
Commercial	\$ (824)	\$ 108
Retail	—	304
Hospitality	159	249
	\$ (665)	\$ 661

The uncollectible amounts on loans, on an individual loan basis, are determined based upon consultations and advice from the Company’s specialized investment manager and consideration of any adverse situations that could affect the borrower’s ability to repay, the estimated value of underlying collateral, and other relevant factors. The Company writes off the uncollectible amount in the period it was determined to be uncollectible. There was no write-off for uncollectible amounts during the three months ended March 31, 2026 and 2025, respectively.

As of March 31, 2026 and as of December 31, 2025, \$2.5 million mortgage loans were in the process of foreclosure and there was 1 mortgage loan that was not producing income for the previous 12 months.

6. Equity Method Investments and Other

The following table sets forth the carrying value and ownership percentage of the Company’s equity method investments as of March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	March 31, 2026		December 31, 2025	
	Carrying Value	Ownership %	Carrying Value	Ownership %
Arena Special Opportunities Fund, LP units	\$ 24,011	13.4 %	\$ 26,936	14.0 %
JVM Funds LLC units	14,155	10.1 %	14,911	10.1 %
Hudson Ventures Fund 2 LP units	5,397	2.5 %	5,503	2.5 %
RISCOM	4,026	20.0 %	3,307	20.0 %
Brewer Lane Ventures Fund II LP units	2,522	2.3 %	2,251	2.4 %
Dowling Capital Partners LP units	292	5.0 %	590	5.0 %
Arena SOP LP units	—	11.3 %	—	11.2 %
	\$ 50,403		\$ 53,498	

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

6. Equity Method Investments and Other (continued)

The following table sets forth the components of net investment income (loss) from equity method investments for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
RISCOM	\$ 719	\$ (128)
Dowling Capital Partners LP units	175	13
Hudson Ventures Fund II LP units	(106)	(25)
Brewer Lane Ventures Fund II LP	(12)	170
JVM Funds LLC	(431)	(211)
Arena SOP LP units	—	(1,256)
Arena Special Opportunities Fund, LP units	(1,642)	(551)
	\$ (1,297)	\$ (1,988)

The following table sets forth the unfunded commitment of equity method investments as of March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026	December 31, 2025
Brewer Lane Ventures Fund II LP units	\$ 2,650	\$ 3,237
Dowling Capital Partners LP units	386	386
Hudson Ventures Fund 2 LP units	166	166
	\$ 3,202	\$ 3,789

The difference between the cost of an investment and its proportionate share of the underlying equity in net assets is allocated to the various assets and liabilities of the equity method investment. The Company amortizes the difference in net assets over the same useful life of a similar asset as the underlying equity method investment. For investment in RISCOM, a similar asset would be agent relationships. The Company amortizes this difference over a 15-year useful life.

The following table sets forth the Company's recorded investment in RISCOM compared to its share of underlying equity as of March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026	December 31, 2025
Investment in RISCOM:		
Underlying equity	\$ 3,073	\$ 2,292
Difference	953	1,015
Recorded investment balance	\$ 4,026	\$ 3,307

The following table sets forth the Company's recorded investment in JVM Funds LLC compared to its share of underlying equity as of March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026	December 31, 2025
Investment in JVM Funds LLC:		
Underlying equity	\$ 13,739	\$ 14,457
Difference	416	454
Recorded investment balance	\$ 14,155	\$ 14,911

Investment in Indirect Loans and Loan Collateral

As of March 31, 2026 and December 31, 2025, the Company held indirect investments in collateralized loans and loan collateral through SMA1 and SMA2.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

6. Equity Method Investments and Other (continued)

The carrying value of the SMA1 and SMA2 as of March 31, 2026 and December 31, 2025 were as follows:

<i>(\$ in thousands)</i>	March 31, 2026		December 31, 2025	
SMA1	\$	13,823	\$	15,418
SMA2		7,875		8,449
Investment in indirect loans and loan collateral	\$	21,698	\$	23,867

7. Variable Interest Entity

Pursuant to GAAP consolidation guidance, Skyward consolidates Separate Account HSIC-01 (“HSIC-01”), established by Mangrove Risk Solutions Bermuda Ltd. (“Mangrove”). HSIC-01 is a VIE for which the Company is the primary beneficiary. The purpose of the VIE is to hedge price volatility risks of certain insurance products by investing in dairy and livestock commodities. The Company directly manages the business; therefore, it considers itself the primary beneficiary. The Company does not provide performance guarantees and has no other financial obligation to provide funding to HSIC-01, other than its own capital commitments. The assets of consolidated variable interest entities may only be used to settle obligations of these entities. In addition, there is no recourse to the assets of HSIC-01 other than to satisfy associated liabilities.

The following table presents the assets of HSIC-01, included in the condensed consolidated balance sheet as of March 31, 2026. The assets presented below only include third-party net assets and exclude any intercompany balances, which were eliminated upon consolidation.

<i>(\$ in thousands)</i>	March 31, 2026	
Assets		
Cash and cash equivalents		20,196
Options, at fair value		24,401
Total assets	\$	44,597

8. Derivatives

The Company uses derivatives as part of its financial risk management programs to mitigate price risk related to certain insurance contracts exposed to commodity price risk due to fluctuations in relevant market prices, including cattle and milk. To mitigate revenue volatility and support financial stability, the Company employs a hedging strategy that utilizes derivatives, specifically put options, as part of its risk management framework. The primary objective of holding these derivative instruments is to manage exposure to adverse price movements. The activity in these instruments generally reflects current market conditions and shifts in risk exposures throughout the year. The notional value of derivative contracts held and the degree of hedged exposure are actively managed and may vary depending on the prevailing pricing environment in cattle, hogs, and milk markets. The Company does not use derivatives for speculative or trading purposes. All derivative positions are intended to support the overall risk transfer objectives of the business. The Company has not elected hedge accounting for these derivatives.

The following table presents the notional amounts and fair value of derivative assets in the condensed consolidated balance sheets at March 31, 2026:

<i>(\$ in thousands)</i>	Derivative Assets			
	Notional Amount		Fair Value	
Economic hedges	\$	188,191	\$	24,401

The Company presents the net gain (loss) recognized on derivative instruments in economic hedging relationships in “losses and loss adjustment expenses” on the condensed consolidated statements of operations. For the three months ended March 31, 2026, the Company recognized \$31.3 million, respectively, of pre-tax net losses in losses and loss adjustment expenses.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

9. Notes Payable & Subordinated Debt

FHLB Loan

On August 30, 2024, the Company entered into the FHLB Loan pursuant to the Advances and Security Agreement. The FHLB Loan is a 4.5-year term loan in the principal amount of \$57.0 million. The FHLB Loan provides for interest-only payments during its term, with principal due in full at maturity. The interest rate is fixed over the term of the loan at 4.00%. The FHLB Loan is fully secured by a pledge of specific investment securities of HSC. The Company used the proceeds to fund redemptions of the draws on its prior credit facility.

Term Loan Facility

During the fourth quarter of 2025, the Company entered into a Term Loan Credit Agreement (the "Term Loan Facility") with a syndicate of participating banks. The Term Loan Facility includes (a) an unsecured senior delayed draw term loan facility ("DDTL") in the aggregate principal amount of \$150.0 million (the "Tranche A DDTL") and (b) an additional unsecured senior DDTL in the aggregate principal of \$150.0 million (the "Tranche B DDTL" and together with the Tranche A DDTL, the "Term Loan Facility").

The Term Loan Facility was used by the Company to fund a portion of the consideration of the Company's acquisition of Apollo Group Holdings Limited ("Apollo") and related transaction fees and expenses. Amounts drawn under the Term Loan Facility bear interest at either term SOFR plus a margin, which ranges from 150 basis points to 190 basis points, or the base rate plus a margin, which ranges from 50 basis points to 90 basis points, each depending on the Company's debt to capitalization ratio. SOFR is calculated using a SOFR floor of 0.00% and a credit spread adjustment of 0.10%. The base rate is the highest of (i) the Agent's then-current prime lending rate, (ii) the Federal Funds Rate plus 0.50%, (iii) SOFR plus 1.00% and (iv) zero percent (0%). In addition, the Company pays a fee ranging from 0.20% to 0.35% on average daily undrawn amounts under the Facility, depending on the Company's debt to capitalization ratio. The Tranche A DDTL matures on January 1, 2028 and the Tranche B DDTL matures on July 2, 2029. On December 30, 2025, the Company drew \$150 million of the Tranche A DDTL and \$150 million of the Tranche B DDTL for the acquisition of Apollo on January 1, 2026.

The Term Loan Facility includes customary covenants, including certain limitations on the incurrence by the Company of additional indebtedness exceeding \$10.0 million and on the Company's ability to make distributions to its stockholders, or redeem, repurchase or retire shares of stock, upon the occurrence of certain events and certain financial covenants, including financial covenants relating to our minimum consolidated net worth, maximum total debt to capitalization, minimum A.M. Best rating and minimum liquidity, as well as customary events of default. As of March 31, 2026, the Company was in compliance with all covenants.

The Term Loan Facility is unsecured. In connection with the Revolving Credit Facility (defined below), during the fourth quarter of 2025, the Company and the subsidiary guarantors party thereto, entered into a guaranty agreement, pursuant to which the Company's obligations under the Term Loan Facility are guaranteed by the Company and its existing wholly-owned subsidiaries and subsequently acquired or organized subsidiaries, excluding insurance company subsidiaries and subject to certain other exceptions.

The Company reports debt related to the Term Loan Facility in its March 31, 2026 Condensed Consolidated Balance Sheet, net of debt issuance costs of approximately \$5.1 million. These deferred financing costs are presented as a direct deduction from the carrying amount of the debt.

Revolving Credit Facilities

During the fourth quarter of 2025, the Company, entered into a Credit Agreement (the "Revolving Credit Facility") with a syndicate of participating banks. The Revolving Credit Facility is unsecured and provided the Company with up to a initial maximum principal amount of \$150.0 million which was increased to \$250.0 million on the closing date of the Company's acquisition of Apollo.

The Company initially drew \$43.0 million, which was used to redeem the Company's prior revolving credit facility (described below). On December 30, 2025, the company drew an additional \$71.5 million which was used for the consideration paid for the acquisition of Apollo. The proceeds were used for the acquisition of Apollo on January 1, 2026.

Interest on the Revolving Credit Facility is payable quarterly. Amounts drawn under the Facility bear interest at either term SOFR plus a margin, which ranges from 150 and 190 basis points, or the base rate plus a margin, which ranges from

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

9. Notes Payable & Subordinated Debt (continued)

50 basis points to 90 basis points, each depending on the Company's debt to capitalization ratio. SOFR is calculated using a SOFR floor of 0.00% and a credit spread adjustment of 0.10%. The base rate is the highest of (i) the Agent's then current prime lending rate, (ii) the Federal Funds Rate plus 0.50%, (iii) SOFR plus 1.00% and (iv) zero percent (0%). In addition, the Company pays a fee ranging from 0.20% to 0.35% on average daily undrawn amounts under the Facility, depending on the Company's debt to capitalization ratio. The availability period under the Facility will terminate on November 12, 2030.

The Company is subject to covenants on the Revolving Credit Facility based on minimum net worth, maximum debt to capital ratio, minimum A.M. Best Rating and minimum liquidity, as well as customary events of default. As of March 31, 2026, the Company was in compliance with all covenants.

Debentures

In May 2019, the Company entered into an agreement to issue unsecured subordinated notes (the "Notes") with an aggregate principal amount of \$20.0 million. Interest on the Notes is fixed at 7.25% for the first 8 years and fixed at 8.25% thereafter. Early retirement of the debt ahead of 8 year commitment requires all interest payments to be paid in full as well as the return of outstanding principal. Principal is due at maturity on May 24, 2039 and interest is payable quarterly. The Notes have junior priority to all previously issued debt. The Company reports debt related to the Notes in its March 31, 2026 Condensed Consolidated Balance Sheet and its December 31, 2025 Consolidated Balance Sheet, net of debt issuance costs of approximately \$0.4 million. These deferred financing costs are presented as a direct deduction from the carrying amount of the subordinated debt.

10. Segments

The Company has two reportable segments, the Skyward Specialty segment and the Apollo segment, through which it offers a broad array of commercial property and casualty products and solutions on a non-admitted (or E&S) and admitted basis, predominantly in the United States. The Company defines its segment on the basis of the way in which internally reported financial information is regularly reviewed by the Chief Operating Decision Maker ("CODM") to analyze financial performance, make decisions and allocate resources. The Company's CODM is the chief executive officer. The accounting policies of the segments are the same as those used for the preparation of the Company's consolidated financial statements. Intersegment business is allocated to the segment accountable for the underwriting results.

The Skyward Specialty segment is made up of nine distinct underwriting divisions, or "continuing business," and has dedicated underwriting leadership supported by high-quality technical staff with deep experience in their respective niches. The Apollo segment consists of the operations of Apollo, a Lloyd's-based specialty insurance platform acquired by the Company on January 1, 2026, structured around two core divisions that collectively support its underwriting, specialty-risk, and managing-agency activities. Apollo operates within the Lloyd's of London market, leveraging Lloyd's global licensing, centralized underwriting infrastructure, and long-standing distribution networks to access niche and emerging specialty classes across international markets.

The accounting policies of the segments are the same as those described in Note 1 "Summary of Significant Accounting Policies" of the Company's Annual Report on Form 10-K for the year ended December 31, 2025. The CODM assesses performance for the segments and allocates resources based primarily on gross written premiums, managed premiums and underwriting contribution. The Company does not manage assets by segment, with the exception of goodwill and intangible assets. Investment results, interest expense, amortization expense, corporate expenses and other income and expenses are not allocated to the underwriting segments.

Gross written premiums by underwriting division, managed premiums and underwriting contribution are used to monitor budget versus actual results. The CODM also uses underwriting contribution in competitive analysis by benchmarking to the Company's competitors. The competitive analysis along with the monitoring of budgeted versus actual results are used in assessing performance of the segments and in establishing management's compensation.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

10. Segments (continued)

The following table presents gross written premiums by underwriting division for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Skyward Specialty Segment		
Accident & Health	\$ 92,009	\$ 63,169
Captives	57,914	66,929
Credit & Surety	64,174	45,028
Energy Solutions	48,866	75,594
Global Agriculture	102,352	80,617
Global Property	34,517	46,686
Professional Lines	36,228	40,217
Specialty Programs	94,767	62,675
Transactional E&S	50,064	52,006
Total continuing business	580,891	532,921
Exited business	913	2,405
Total Skyward Specialty Segment gross written premiums	581,804	535,326
Apollo Segment		
Syndicate 1969	65,008	—
Syndicate 1971	20,892	—
Total Apollo Segment gross written premiums	85,900	—
Total gross written premiums	\$ 667,704	\$ 535,326

The following table sets forth the Apollo segment's managed premiums for the three months ended March 31, 2026:

	Three months ended March 31,	
	2026	
Aligned Syndicates		210,549
Partner Syndicates		89,456
Total managed premiums	\$	300,005

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

10. Segments (continued)

The following table presents information about reported segment net underwriting income, significant segment expenses and a reconciliation of net underwriting income to net income for the three months ended March 31, 2026 and 2025:

Three months ended March 31, (<i>\$ in thousands</i>)	2026			2025	
	Skyward Specialty	Apollo	Total	Skyward Specialty	Total
Underwriting income					
Revenues:					
Net earned premiums	\$ 363,943	\$ 70,064	\$ 434,007	\$ 300,366	\$ 300,366
Underwriting fee income	—	10,078	10,078	—	—
Commission and fee income	1,527	—	1,527	1,976	1,976
Total underwriting revenues	<u>365,470</u>	<u>80,142</u>	<u>445,612</u>	<u>302,342</u>	<u>302,342</u>
Expenses:					
Losses and LAE	228,231	36,992	265,223	187,309	187,309
Amortization of policy acquisition costs	51,059	8,557	59,616	44,490	44,490
Other operating and general expenses	45,904	14,185	60,089	38,148	38,148
Corporate expenses	—	—	4,909	—	3,913
Fee-based service expenses	—	4,170	4,170	—	—
Total underwriting expenses	<u>325,194</u>	<u>63,904</u>	<u>394,007</u>	<u>269,947</u>	<u>273,860</u>
Underwriting income	<u>\$ 40,276</u>	<u>\$ 16,238</u>	<u>\$ 51,605</u>	<u>\$ 32,395</u>	<u>\$ 28,482</u>
Reconciliation of underwriting income to net income:					
Underwriting income			\$ 51,605		\$ 28,482
Add:					
Net investment income			27,055		19,422
Net investment gains			3,185		6,750
Other income			15		13
Less:					
Interest expense			7,719		1,834
Amortization expense			8,843		337
Other expenses			3,222		1,061
Income before income taxes			<u>62,076</u>		<u>51,435</u>
Income tax expense			12,345		9,377
Net income			<u>\$ 49,731</u>		<u>\$ 42,058</u>

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

11. Income Taxes

The following table sets forth the Company's income tax expense and effective tax rates for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	2025
Income tax expense	\$ 12,345	\$ 9,377
Effective tax rate	19.9%	18.2%

The effective tax rate will differ from the statutory rate of 21 percent due to tax charges associated with the effect of foreign operations, permanent differences for disallowed expenses for tax and beneficial adjustments for tax-exempt income, dividends-received deduction, and discrete items. The effect of foreign operations is primarily related to income of our foreign operations taxed at statutory tax rates of 15% in Bermuda and 25% in UK. The effective tax rate for three months ended March 31, 2026 was impacted by certain discrete tax items, primarily tax benefits from stock-based compensation, which reduced the effective tax rate by 3.1%.

The Company paid income taxes of \$2.9 million during the three months ended March 31, 2026.

12. Losses and Loss Adjustment Expenses

The following table sets forth the reconciliation of unpaid losses and loss adjustment expenses ("LAE") as reported in the condensed consolidated balance sheets as of and for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	2025
Reserves for losses and LAE, beginning of period	\$ 2,796,491	\$ 1,782,383
Less: reinsurance recoverable on unpaid claims, beginning of period	(1,067,551)	(670,846)
Reserves for losses and LAE, beginning of period, net of reinsurance	1,728,940	1,111,537
Incurred, net of reinsurance, related to:		
Current period	233,969	187,309
Prior years	—	—
Total incurred, net of reinsurance	233,969	187,309
Paid, net of reinsurance, related to:		
Current period	15,838	15,256
Prior years	138,077	118,900
Total paid	153,915	134,156
Net reserves for losses and LAE, end of period	1,808,994	1,164,690
Plus: reinsurance recoverable on unpaid claims, end of period	1,109,909	706,801
Reserves for losses and LAE, end of period	\$ 2,918,903	\$ 1,871,491

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

13. Commission and Fee Income and Underwriting Fee Income

Skyward Underwriters Agency, Inc. (“SUA”), a subsidiary of the Company, is a managing general insurance agent and reinsurance broker for property and casualty and accident and health risks in specialty niche markets. Commission and fee income is primarily generated from SUA for the placement of insurance policies on either a third-party insurance or reinsurance company.

The following table sets forth the Company’s disaggregated revenues from contracts with customers for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	2025
SUA commission revenue	\$ 2,281	\$ 1,837
SUA fee income	455	1,177
Other	593	10
Total commission and fee revenue	3,329	3,024
Commission and fee expenses	(1,802)	(1,048)
Net commission and fee income	\$ 1,527	\$ 1,976

The Company’s contract assets from commission and fee income as of March 31, 2026 and December 31, 2025 were \$0.7 million and \$1.0 million, respectively.

Through its Apollo subsidiary ASML, the Company earns revenue for services performed in its capacity as managing agent to both its wholly owned and third-party capitalized Lloyd’s syndicates. These revenues primarily consist of managing agency fees, which compensate the Company for underwriting oversight, operational administration, and regulatory and compliance support, as well as profit commission, which is contingent upon the underwriting performance of certain syndicates. ASML receives managing agency fees from managed syndicates, including 1969, 1971 and 1972 (collectively the “Managed Syndicates”) at a rate of 0.9% of the managed stamp capacity and for SPA1925 at 1.0%, which is fully recognized over the period the services are rendered. ASML receives profit commission at a rate of 17.5% for Syndicate 1969 and 20.0% for Syndicate 1971, subject to a two-year deficit clause. No profit commission has been recognized for SPA1925 or Syndicate 1972. ASML also receives a share of the leader’s fee for managing consortium arrangements. Managing agency fees and services revenue are recognized over time as services are rendered, while profit commission is recognized only when it becomes probable that no significant reversal will occur. This revenue is disclosed in underwriting fee income.

The following table sets forth the Apollo’s revenues from contracts with customers for the three months ended March 31, 2026:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	
Managing agents fees	\$ 3,527	\$ 3,527
Profit commission & consortium override charged to Managed Syndicates	6,551	6,551
Underwriting fee income	\$ 10,078	\$ 10,078

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

14. Underwriting, Acquisition and Insurance Expenses

The following table sets forth the components of underwriting, acquisition and insurance expenses for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,	
	2026	2025
Amortization of policy acquisition costs	\$ 59,616	\$ 44,490
Other operating and general expenses	60,089	38,148
Corporate expenses	4,909	3,913
Total underwriting, acquisition and insurance expenses	\$ 124,614	\$ 86,551

15. Reinsurance

Certain premiums and benefits are assumed from and ceded to other insurance companies under various reinsurance agreements. The reinsurance agreements provide the Company with increased capacity to write larger risks and maintain its exposure to loss within its capital resources. The Company remains obligated for amounts ceded in the event that the reinsurers do not meet their obligations.

The following tables set forth the effects of reinsurance on written and earned premiums and losses and loss adjustment expenses for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	Three months ended March 31,			
	2026		2025	
	Written	Earned	Written	Earned
Direct premiums	\$ 507,134	\$ 515,489	\$ 408,310	\$ 385,438
Assumed premiums	160,570	149,556	127,016	78,727
Ceded premiums	(234,821)	(231,038)	(192,055)	(163,799)
Net premiums	\$ 432,883	\$ 434,007	\$ 343,271	\$ 300,366
Ceded losses and LAE incurred		\$ 152,573		\$ 135,467

The following table sets forth the components of reinsurance recoverables and ceded unearned premium as of March 31, 2026 and December 31, 2025:

<i>(\$ in thousands)</i>	March 31, 2026	December 31, 2025
Ceded unpaid losses and LAE	\$ 1,109,909	\$ 921,165
Ceded paid losses and LAE	229,323	201,010
Allowance for credit losses	(2,295)	(2,295)
Reinsurance recoverables	\$ 1,336,937	\$ 1,119,880
Ceded unearned premium	\$ 314,850	\$ 238,948

The Company entered into agreements with several of its reinsurers, whereby the reinsurer established funded trust accounts with the Company as the sole beneficiary. These trust accounts provide the Company additional security to collect claim recoverables under reinsurance contracts and the Company does not carry these on the balance sheet because the Company will only have custody over these accounts upon the failure of the reinsurer to pay amounts due. At March 31, 2026, the market value of these accounts was approximately \$250.7 million. The trust amount will be adjusted periodically, by mutual agreement, based on claim payments and loss reserve recoverables.

Certain ceded reinsurance contracts that transfer only significant timing risk and do not transfer sufficient underwriting risk are accounted for using the deposit method of accounting. The Company's deposit asset at March 31, 2026 and December 31, 2025 was \$18.2 million and \$22.7 million, respectively, and was included in other assets on the condensed consolidated balance sheets.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

16. Earnings Per Share

The following table sets forth the computation of basic and diluted net earnings per share for the three months ended March 31, 2026 and 2025:

	Three months ended March 31,	
	2026	2025
<i>(\$ in thousands, except for share and per share amounts)</i>		
Numerator		
Net income	\$ 49,731	\$ 42,058
Denominator		
Basic weighted-average common shares	44,463,167	40,196,416
Dilutive effect of stock units	508,468	1,004,585
Dilutive effect of options	472,325	479,594
Diluted weighted-average common share equivalents	45,443,960	41,680,595
Basic earnings per share	\$ 1.12	\$ 1.05
Diluted earnings per share	\$ 1.09	\$ 1.01

The following table presents anti-dilutive instruments that were excluded from the calculation of diluted weighted-average common share equivalents during the three months ended March 31, 2026 and 2025:

	Three months ended March 31,	
	2026	2025
Stock units	385,108	56,155
Options	27	2,512

17. Related Party Transactions
RISCOM

RISCOM provides the Company with wholesale brokerage services. RISCOM and the Company also have a managing general agency agreement. The Company holds a 20% ownership interest in RISCOM.

Net earned premium and gross commission expense related to these agreements for the three months ended March 31, 2026 and 2025 were as follows:

	Three months ended March 31,	
	2026	2025
<i>(\$ in thousands)</i>		
Net earned premium	\$ 30,924	\$ 28,960
Commissions	8,188	7,632

Premiums receivable as of March 31, 2026 and December 31, 2025 were \$18.4 million and \$13.9 million, respectively.

Other

Advisory and professional services fees and expense reimbursements paid to various affiliated stockholders and directors for the three months ended March 31, 2026 and 2025 were \$0.2 million.

See Note 6 for investments involving affiliated companies and additional related party transactions.

18. Acquisitions

On January 1, 2026 (the "Acquisition Date"), the Company completed the acquisition of Apollo Group Holdings Limited ("Apollo") pursuant to the Apollo share purchase agreements and acquired 100% of the issued and outstanding share capital of Apollo. Apollo is a U.K.-based specialty underwriting platform operating at Lloyd's of London. Apollo underwrites a multi-class specialty insurance portfolio and offers products across Property, Casualty, Marine, Energy & Transportation, Specialty and Reinsurance, as well as digital and embedded risk programs. The Company acquired Apollo

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
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18. Acquisitions (continued)

to broaden its specialty insurance platform, expand into additional specialty niches, enhance its innovation and technology capabilities, and strengthen its market position.

The fair value of the consideration transferred, or the purchase price, is approximately \$559.1 million. This amount is based on (i) the issuance of 3,679,332 shares of common stock of the Company, using the closing price of Skyward common stock of \$51.11 per share on December 31, 2025, the last trading day prior to the Acquisition Date, and (ii) \$371.1 million in cash (the "Cash Consideration"). The table below presents the components of the fair value of consideration transferred:

(\$ in thousands, except for share and per share amounts)

Share consideration	
Skyward Specialty Insurance Group, Inc. common stock issued to existing Apollo common stockholders	3,679,332
Skyward Specialty Insurance Group, Inc. closing stock price on December 31, 2025	\$ 51.11
Consideration of Skyward Specialty Insurance Group, Inc. issued common stock	\$ 188,051
Cash consideration	
	371,089
Total consideration	
	\$ 559,140

The Company accounted for the transaction as a business combination under ASC 805, Business Combinations ("ASC 805"). The purchase price has been preliminarily allocated to the assets acquired and liabilities assumed based on their estimated fair values as of the Acquisition Date. The Company is considered the accounting acquirer in the transaction.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

18. Acquisitions (continued)

The following table summarizes the preliminary purchase price allocation as of the Acquisition Date:

<i>(\$ in thousands)</i>	January 1, 2026
Assets acquired, excluding goodwill	
Fixed maturity securities, available-for-sale, at fair value	\$ 222,460
Short-term investments, at fair value	187,178
Cash and cash equivalents	68,054
Funds at Lloyd's	106,336
Premiums receivable, net	272,803
Reinsurance recoverables, net	165,540
Ceded unearned premium	69,097
Deferred policy acquisition costs and VOBA	56,128
Deferred income taxes	13,966
Intangible assets, excluding goodwill, net	262,000
Other assets	25,830
Total assets acquired, excluding goodwill	1,449,392
Liabilities assumed	
Reserves for losses and loss adjustment expenses	477,596
Unearned premiums	233,501
Reinsurance and premium payables	144,536
Funds held for others	18,684
Accounts payable and accrued liabilities	71,506
Deferred income taxes	69,837
Total liabilities assumed	1,015,660
Fair value of net assets acquired, excluding goodwill	433,732
Total consideration	\$ 559,140
Preliminary allocation to goodwill	\$ 125,408

The Apollo acquisition was accounted for as a business combination using the acquisition method of accounting in accordance with ASC 805. The purchase price was allocated to assets acquired and liabilities assumed based on the estimated fair values at the Acquisition Date. Goodwill recognized in the transaction represents the excess of consideration transferred over the fair value of identifiable net assets acquired and will not be deductible for tax purposes and is fully allocated to the U.K. segment. Goodwill primarily represents the expected future economic benefits arising from the acquisition, including anticipated synergies from the integration of operations, Apollo's established specialty underwriting platform, and access to its distribution network and Lloyd's market presence.

The identifiable intangible assets primarily relate to syndicate capacity, cover holder relationships, strategic partner syndicates and trade names. The amounts, based on preliminary valuations and subject to final adjustment, allocated to intangible assets are as follows:

<i>(\$ in thousands)</i>	Estimated fair value	Estimated average useful life (in years)	Estimated Annual Amortization Expense
Syndicate 1969 capacity - with fees	\$ 90,000	Indefinite	N/A, indefinite lived asset
Syndicate 1971 capacity - with fees	110,000	Indefinite	N/A, indefinite lived asset
Cover holder relationships	25,000	7	\$ 3,571
Strategic partner syndicates	2,000	5	400
Trade name	35,000	10	3,500
Total	\$ 262,000		\$ 7,471

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

18. Acquisitions (continued)

The Company also recognized value of business acquired (“VOBA”), which represents the estimated fair value of the deferred acquisition costs of acquired in-force insurance contracts. VOBA is amortized over one year, reflecting the expected runoff of the acquired in-force contracts. VOBA is aggregated with deferred policy acquisition costs and included within deferred policy acquisition costs and VOBA on the consolidated balance sheets. For the three months ended March 31, 2026 the Company recognized \$7.3 million and \$6.7 million in underwriting, acquisition and insurance expenses and amortization expense, respectively, on the consolidated statements of operations related to the amortization of VOBA.

Estimated fair values of assets acquired and liabilities assumed from Apollo are subject to change as additional information is obtained, and will be updated and finalized within the measurement period that will not extend beyond 12 months from the Acquisition Date. Any measurement period adjustments will be recorded in the period in which the adjustments are identified, as if they had been recognized as of the acquisition date.

The results of operations for Apollo of \$80.1 million of revenue and \$22.2 million of net income from the date of the acquisition to the period ended March 31, 2026, have been included within the accompanying consolidated statements of operations and comprehensive loss. All transaction expenses incurred by the Company were expensed as incurred and reflected in the Company’s results of operations for the period ended December 31, 2025 in accordance with ASC 805. No material transaction expenses were incurred for the period ended March 31, 2026. The Company has not presented the unaudited supplemental pro forma financial information required by ASC 805-10-50-2(h) as it is impractical to do so, as Apollo did not historically prepare quarterly financial statements and its historical financial information was prepared under U.K. GAAP rather than U.S. GAAP.

19. Commitments and Contingencies

Litigation

The Company is named as a party in various legal actions arising from claims made under insurance policies and contracts. Those actions are considered by the Company in estimating the losses and loss adjustment expense reserves. Also, from time to time, the Company is a defendant in various legal actions that relate to bad faith claims, disputes with third parties or that involve alleged errors and omissions. The Company records accruals for these items to the extent the losses are probable and reasonably estimable. Although the ultimate outcome of these matters cannot be determined at this time, based on present information, the availability of insurance coverage and advice received from outside legal counsel, the Company believes the resolution of any such matters will not, individually or in the aggregate, have a material adverse effect on the Company’s consolidated financial position, results of operations or cash flows.

Indemnification

In conjunction with the sale of business assets and subsidiaries, the Company has provided indemnifications to certain buyers. Certain indemnifications cover typical representations and warranties related to the responsibilities to perform under the sales contracts. The amount of potential exposure covered by the indemnifications is difficult to determine because the indemnifications cover a variety of matters, operations and scenarios. Certain of these indemnifications have no time limit. At this time, the Company does not have reason to believe any such significant claims exist.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The term "Skyward Group" as used below refers to Skyward Specialty Insurance Group, Inc. and the terms "our Company," "we," "us," and "our" as used below refer to Skyward Specialty Insurance Group and its consolidated subsidiaries. The term "first quarter" as used below refers to the three months ended March 31, for the time period then ended. We discuss certain key metrics which provide useful information about our business and the operational factors underlying our financial performance. Many of these metrics are generally standard among insurance companies and help to provide comparability with our peers. Select insurance, accounting, operating and financial terms for Skyward Group are defined in the sections entitled "Select Insurance and Financial Terms" and "Key Operating and Financial Metrics" included in our 2025 Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K"). Following the Apollo Acquisition, select insurance, accounting, operating and financial terms' definitions have been updated in the "Updates to Key Operating and Financial Metrics" section below in this Form 10-Q.

The discussion and analysis below include certain forward-looking statements that are subject to risks, uncertainties and other factors described in "Risk Factors" in our 2025 Form 10-K. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of many factors.

The results of operations for the three months ended March 31, 2026 are not necessarily indicative of the results that may be expected for the full year ended December 31, 2026, or for any other future period. The following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and the notes thereto included in Part I, Item 1 of this Quarterly Report, and in conjunction with our audited consolidated financial statements and the notes thereto included in our 2025 Form 10-K.

The accompanying condensed consolidated financial statements and related notes have been prepared in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP").

Overview

Founded in 2006, Skyward Group is the holding company brand for its U.S. and U.K. businesses, Skyward Specialty Insurance Group, Inc. and Apollo, respectively, delivering a comprehensive suite of specialized insurance solutions across global specialty property and casualty markets. We focus our business on markets that are underserved, dislocated and/or for which standard insurance coverages are insufficient or inadequate to meet the needs of businesses, including our customers and prospective customers operating in these markets. Our customers typically require highly specialized, customized underwriting solutions and claims capabilities. As such, we develop and deliver tailored insurance products and services to address each of the niche markets we serve.

As previously disclosed, on January 1, 2026, the acquisition with Apollo closed. We subsequently announced the introduction of Skyward Group as the unified holding company brand for Skyward Specialty and Apollo, following the successful completion of the transaction. The consideration for the entire issued share capital of Apollo under the Apollo SPAs was \$559.1 million, which included (i) \$371.1 million in cash (the "Cash Consideration") and (ii) the issuance of 3,679,332 shares of the Company's common stock.

Apollo is an integrated specialty insurance and reinsurance group operating within the Lloyd's of London market, leveraging Lloyd's global licensing, centralized underwriting infrastructure, and long-standing distribution networks to access innovative specialty classes across international markets. Apollo's model incorporates technology enabled underwriting, innovative risk assessment tools, and data driven portfolio management frameworks that are closely aligned with our strategic priorities. Apollo's operations also include the management of a dedicated syndicate focused on emerging digital economy, autonomy, and platform-based risks, reflecting a long standing emphasis on innovation and forward-looking underwriting practices.

Skyward Specialty and Apollo continue to operate as distinct, market facing brands under the newly introduced Skyward Group holding structure. This brand architecture preserves the equity and reputational strength of both organizations while supporting a unified strategic direction and enhanced collaboration across the combined enterprise.

Skyward Specialty's U.S. insurance companies are rated 'A' (Excellent) by AM Best, while Apollo's underwriting operations continue within the highly rated Lloyd's market, which carries an 'A+' (Superior) rating by AM Best and 'AA-' (Very Strong) ratings by S&P Global and Fitch Ratings.

Updates to Key Operating and Financial Metrics

We discuss certain key metrics which provide useful information about our business and the operational factors underlying our financial performance. These metrics are generally standard among insurance companies and help to provide comparability with our peers. For a glossary of terms for Skyward Specialty Insurance Group, Inc. and its subsidiaries and affiliates and a glossary of selected insurance and accounting terms, see the section entitled "Key

Operating and Financial Metrics” included in the 2025 Form 10-K. The following terms have been updated after the Apollo acquisition.

Underwriting income (loss) is a non-GAAP financial measure defined as income (loss) before income taxes excluding net investment income, net investment gains and losses, impairment charges, interest expense, amortization expense and other income and expenses. See “Reconciliation of Non-GAAP Financial Measures” for a reconciliation of underwriting income (loss) to net income, which is the most directly comparable financial metric prepared in accordance with GAAP.

Operating income (loss) is a non-GAAP financial measure defined as net income excluding net investment gains and losses, amortization expense, goodwill impairment charges and other income and expenses. See “Reconciliation of Non-GAAP Financial Measures” for a reconciliation of operating income (loss) to net income (loss), which is the most directly comparable financial metric prepared in accordance with GAAP.

Tangible stockholders’ equity is a non-GAAP financial measure defined as stockholders’ equity excluding goodwill and intangible assets and the related deferred tax impact. See “Reconciliation of Non-GAAP Financial Measures” for a reconciliation of tangible stockholders’ equity to stockholders’ equity, which is the most directly comparable financial metric prepared in accordance with GAAP.

Consolidated Results of Operations

The following table summarizes our consolidated results for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Gross written premiums	\$ 667,704	\$ 535,326
Ceded written premiums	(234,821)	(192,055)
Net written premiums	\$ 432,883	\$ 343,271
Net earned premiums	\$ 434,007	\$ 300,366
Underwriting fee income ⁽¹⁾	10,078	—
Commission and fee income	1,527	1,976
Losses and LAE	265,223	187,309
Underwriting, acquisition and insurance expenses	124,614	86,551
Fee-based service expenses ⁽¹⁾	4,170	—
Underwriting income ⁽²⁾	\$ 51,605	\$ 28,482
Net investment income	\$ 27,055	\$ 19,422
Net investment gains	\$ 3,185	\$ 6,750
Interest expense	\$ 7,719	\$ 1,834
Amortization expense	\$ 8,843	\$ 337
Income before income taxes	\$ 62,076	\$ 51,435
Net income	\$ 49,731	\$ 42,058
Operating income ⁽²⁾	\$ 56,832	\$ 37,597
Loss and LAE ratio	61.1 %	62.4 %
Net expense ratio ⁽³⁾	28.4 %	28.1 %
Combined ratio	89.5 %	90.5 %
Annualized return on equity	17.8 %	20.5 %
Annualized return on tangible equity ⁽²⁾	22.9 %	22.9 %
Annualized operating return on equity ⁽²⁾	20.3 %	18.3 %
Annualized operating return on tangible equity ⁽²⁾	26.2 %	20.5 %

⁽¹⁾ Not included in the combined ratio

⁽²⁾ See “Reconciliation of Non-GAAP Financial Measures” in this Item 2

⁽³⁾ The underwriting, acquisition and insurance expense ratio includes corporate expenses not allocated to underwriting segments.

Reconciliation of Non-GAAP Financial Measures
Operating Income

The following table provides a reconciliation of operating income to net income for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,			
	2026		2025	
	Pre-tax	After-tax	Pre-tax	After-tax
Income as reported	\$ 62,076	\$ 49,731	\$ 51,435	\$ 42,058
Less (add):				
Net investment gains	3,185	2,552	6,841	5,594
Amortization expense	(8,843)	(7,084)	(337)	(276)
Other income	15	12	13	11
Other expenses	(3,222)	(2,581)	(1,061)	(868)
Operating income	\$ 70,941	\$ 56,832	\$ 45,979	\$ 37,597

Underwriting Income

The following table provides a reconciliation of underwriting income to income before federal income tax expense for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Income before income taxes	\$ 62,076	\$ 51,435
Add:		
Interest expense	7,719	1,834
Amortization expense	8,843	337
Other expenses	3,222	1,061
Less:		
Net investment income	27,055	19,422
Net investment gains	3,185	6,750
Other income	15	13
Underwriting income	\$ 51,605	\$ 28,482

Tangible Stockholders' Equity

The following table provides a reconciliation of tangible stockholders' equity to stockholders' equity for the periods ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Stockholders' equity	\$ 1,224,883	\$ 850,721
Less: Goodwill and intangible assets	473,316	88,040
Add: Deferred tax impact	65,500	—
Tangible stockholders' equity	\$ 817,067	\$ 763,632

Annualized Operating Return on Equity

The following table provides a reconciliation of annualized operating return on equity to annualized return on equity for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Numerator: annualized operating income	\$ 227,328	\$ 150,388
Denominator: average stockholders' equity	\$ 1,117,224	\$ 822,360
Annualized operating return on equity	20.3 %	18.3 %

Annualized Return on Tangible Equity

Annualized return on tangible equity for the three months ended March 31, 2026 and 2025 reconciles to annualized return on equity as follows:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Numerator: annualized net income	\$ 198,924	\$ 168,232
Denominator: average tangible stockholders' equity	\$ 869,296	\$ 735,142
Annualized return on tangible equity	22.9 %	22.9 %

Annualized Operating Return on Tangible Equity

Annualized operating return on tangible equity for the three months ended March 31, 2026 and 2025 reconciles to annualized return on equity as follows:

(\$ in thousands)	Three months ended March 31,	
	2026	2025
Numerator: annualized operating income	\$ 227,328	\$ 150,388
Denominator: average tangible stockholders' equity	\$ 869,296	\$ 735,142
Annualized operating return on tangible equity	26.2 %	20.5 %

Segment Information

Beginning in the first quarter of 2026, we reported our results under two operating segments: the Skyward Specialty segment and the Apollo segment. The Skyward Specialty segment represents our U.S. based specialty insurance operations conducted under the Skyward Specialty brand and the Apollo segment represents Apollo's U.K. based operations, including its managed Lloyd's syndicates and managing agency activities.

This revised segment structure reflects the Company's organizational alignment under Skyward Group, and enhances the transparency of the distinct operating environments, regulatory frameworks, and market dynamics in which the Company operates. Our segments each have managers who are responsible for the overall profitability of their respective segments and who are directly accountable to our chief operating decision makers. The Chief Executive Officer is the Company's chief operating decision maker. They do not assess performance, measure return on equity or make resource allocation decisions on a line of business basis. Management measures segment performance for our two underwriting segments based on underwriting income or loss. We do not manage our assets by segment, with the exception of goodwill and intangible assets, and investment income and corporate expenses are not allocated to each underwriting segment.

We determined our reportable segments using the management approach described in accounting guidance regarding disclosures about segments of an enterprise and related information. The accounting policies of the segments are the same as those used for the preparation of our consolidated financial statements.

Skyward Specialty Segment

Our Skyward Specialty segment is organized into nine distinct underwriting divisions each of which has dedicated underwriting leadership supported by high-quality technical staff with deep experience in their respective niches. We believe this structure and expertise allow us to serve the needs of our customers effectively and be a value-add partner to our distributors, while earning attractive risk-adjusted returns. During the first quarter of 2026, we updated our underwriting divisions to align with how management currently oversees the business, allocates resources and evaluates

operating performance. Our Credit unit is now included in the Surety unit and has been renamed Credit & Surety and Agriculture and Credit (Re)insurance has been renamed Global Agriculture. The Construction & Energy Solutions division is now the Energy Solutions division. Certain lines of business have been discontinued and are now presented in exited business. Prior reporting periods have been conformed to reflect the new presentation.

Underwriting Results

Premiums

The following tables present the Skyward Specialty segment's gross written premiums by underwriting division, net written premiums and net earned premiums for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,			
	2026	2025	Change	% Change
Accident & Health	\$ 92,009	\$ 63,169	\$ 28,840	45.7%
Captives	57,914	66,929	(9,015)	(13.5%)
Credit & Surety	64,174	45,028	19,146	42.5%
Energy Solutions	48,866	75,594	(26,728)	(35.4%)
Global Agriculture	102,352	80,617	21,735	27.0%
Global Property	34,517	46,686	(12,169)	(26.1%)
Professional Lines	36,228	40,217	(3,989)	(9.9%)
Specialty Programs	94,767	62,675	32,092	51.2%
Transactional E&S	50,064	52,006	(1,942)	(3.7%)
Total continuing business	580,891	532,921	47,970	9.0%
Exited business	913	2,405	(1,492)	(62.0%)
Total Skyward Specialty segment gross written premiums	\$ 581,804	\$ 535,326	\$ 46,478	8.7%
Net written premiums	\$ 371,029	\$ 343,271	\$ 27,758	8.1%
Net earned premiums	\$ 363,943	\$ 300,366	\$ 63,577	21.2%

The 9.0% growth in gross written premiums for continuing business, when compared to the same 2025 period, was primarily driven by new business in our specialty programs, accident & health, global agriculture and credit & surety divisions. Partially offsetting the growth were decreases in the (i) energy solutions and captives divisions due to non-renewing business, and (ii) global property division due to increased competition in the property market and decreases in rates.

Net written premiums for the first quarter of 2026 were \$371.0 million compared to \$343.3 million for the same 2025 period, an increase of \$27.7 million or 8.1%. The increases in net written premiums was primarily driven by the same reasons that drove the increases in gross written premiums discussed above.

Net earned premiums for the first quarter of 2026 were \$363.9 million compared to \$300.4 million for the same 2025 period, an increase of \$63.6 million or 21.2%. The increases in net earned premiums was primarily driven by the same reasons that drove the increases in gross written premiums discussed above.

For additional information regarding our reinsurance programs, see the "Reinsurance" discussion included in this Item 2.

Combined Ratio

The following table sets forth the components of the Skyward Specialty segment's combined ratios for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,			
	2026		2025	
	\$ Amount	% of Net Earned Premiums	\$ Amount	% of Net Earned Premiums
Losses and LAE:				
Non-cat loss and LAE	\$ 220,446	60.6 %	\$ 180,809	60.2 %
Cat loss and LAE ⁽¹⁾	7,785	2.1 %	6,500	2.2 %
Total losses and LAE	228,231	62.7 %	187,309	62.4 %
Expenses:				
Net policy acquisition expenses	51,059	14.0%	44,490	14.8%
Other operating and general expenses	45,904	12.6%	38,148	12.7%
Underwriting, acquisition and insurance expenses	96,963	26.6%	82,638	27.5%
Less: commission and fee income	(1,527)	(0.4%)	(1,976)	(0.7%)
Total net expenses	\$ 95,436	26.2%	\$ 84,575	26.8%
Combined ratio		88.9 %		89.2 %

⁽¹⁾ Current accident year

The loss ratio for the first quarter of 2026 increased slightly when compared to the same 2025 period. Catastrophe losses in the first quarter decreased slightly when compared to the same 2025 period, which was impacted by convective storms in the Midwest and the California wildfires. The first quarter of 2026 was impacted by winter and convective storms. The non-cat loss and LAE ratio was impacted by business mix shift when compared to the same 2025 period.

The expense ratios for the first quarter of 2026 improved 0.6 points when compared to the same 2025 period due to earnings leverage partially offset by higher acquisition costs due to the business mix shift.

The expense ratios for all periods presented exclude the impact of corporate expenses which is presented separately in the combined group's expense ratio. It also excludes IPO and management incentive plan related stock compensation, which are reported in other expenses in our condensed consolidated statements of operations and comprehensive income.

Apollo Segment

Our Apollo segment operates within the Lloyd's of London market, leveraging Lloyd's global licensing, centralized underwriting infrastructure, and long-standing distribution networks to access innovative specialty classes across international markets.

Syndicate 1969 – Lloyd's Specialist Syndicate ("Syndicate 1969"): Syndicate 1969 is a diversified, multi-class specialty underwriting syndicate. Apollo underwrites a broad portfolio of traditional specialty lines, including property, casualty, marine, energy & transport, and a variety of other specialty classes. The syndicate's business mix is designed around disciplined risk selection, class-specific underwriting teams, and a balanced mix of short- and medium-tail exposures.

Syndicate 1971 – Digital Economy Syndicate ("Syndicate 1971"): Syndicate 1971 is a digital-economy and innovation-focused underwriting syndicate designed to support clients operating in the new economy, including technology-enabled platforms, autonomous mobility enterprises, human logistics operators, and other emerging, data-driven business models. Underwriting emphasizes data rich partnerships, bespoke coverage structures, and advanced analytical tools that inform pricing and risk assessment. The product suite includes liability coverages tailored for platform-based models, autonomous vehicle ecosystems, electrification transitions, and related next-generation exposures. The syndicate also partners with clients on ongoing data sharing, enabling enhanced portfolio insights and continuous refinement of underwriting models.

Syndicate 1972 – Reshare ("Syndicate 1972"): Syndicate 1972 commenced underwriting in 2026 and operates as a dedicated quota-share reinsurance vehicle supporting Apollo's broader underwriting platform. The syndicate provides

proportional reinsurance capacity primarily to Syndicates 1969 and 1971, enabling efficient capital deployment, portfolio optimization, and risk diversification across the Apollo Segment.

Managed Premiums: In addition to its own underwriting syndicates, Apollo operates a managing-agency platform, administering several third-party syndicates on behalf of external capital providers. Through this structure, Apollo delivers managing agency services, including oversight, compliance, performance monitoring, and operational support. These arrangements allow Apollo to expand its access to innovative and emerging specialty products while generating fee based income.

U.K. and Lloyd's of London

In the U.K., under the Financial Services and Markets Act 2000 ("FSMA"), no person may carry on a regulated activity unless authorized or exempt. Effecting or intermediating contracts of insurance or reinsurance are regulated activities requiring authorization. Effecting contracts of insurance requires authorization by the Prudential Regulation Authority ("PRA") and is regulated by the Financial Conduct Authority ("FCA"). Intermediating contracts of insurance requires authorization by the FCA.

Under the Financial Services Act 2012, the FCA is a conduct regulator for all U.K. firms carrying on regulated activity in the U.K. while the PRA is the prudential regulator for U.K. banks, building societies, credit unions, insurers and major investment firms. As a prudential regulator, the PRA's general objective is to promote the safety and soundness of the firms it regulates. The PRA rules require financial firms to hold sufficient capital and have adequate risk controls in place.

The FCA's statutory strategic objective is to ensure that relevant markets function well and have operational objectives to protect consumers and protect financial markets and to promote competition. It makes rules covering how the firm must be managed and requirements relating to the firm's systems and controls, how business must be conducted and the firm's arrangements to manage financial crime risk. The PRA and the FCA require regular and ad hoc reporting and monitor compliance with their respective rule books through a variety of means including the collection of data, industry reviews and site visits.

Lloyd's is a society of corporate and individual members that underwrite insurance and reinsurance as members of syndicates. A syndicate is made up of one or more members that form a group to accept insurance and reinsurance risks. Each syndicate is managed by a managing agent that writes insurance business on behalf of the members of the syndicate. Syndicate members receive profits or bear losses in proportion to their respective shares in the syndicate for each underwriting year of account.

Lloyd's is subject to U.K. law and is authorized under the FSMA. The Lloyd's Act 1982 defines the governance structure and rules under which the society operates. Under the Lloyd's Act 1982, the Council of Lloyd's is responsible for managing, supervising and supporting the Lloyd's market. Lloyd's agrees to syndicates' business plans and evaluates performance against those plans. Syndicates are required to underwrite only in accordance with their agreed business plans. If they fail to do so, Lloyd's can take a range of actions including, as a last resort, prohibiting a syndicate from underwriting.

Lloyd's has a global network of licenses and authorizations, and underwriters at Lloyd's may write business in countries where Lloyd's has authorized status or exemptions available to non-admitted insurers or reinsurers. Lloyd's licenses can only be used if the Syndicate Business Forecast, agreed annually with Lloyd's, names those countries. Lloyd's also manages and protects the Lloyd's network of international licenses, monitors syndicates' compliance with Lloyd's Principles for doing business and is responsible for setting both member and central capital levels.

Apollo Group Holdings Limited

Apollo Group Holdings Limited, ("Apollo") through its subsidiary ASML, is authorized and regulated by the PRA and regulated by the FCA to conduct insurance and reinsurance business. ASML is a Lloyd's managing agent authorized by Lloyd's to manage approved Lloyd's syndicates.

Bermuda

Apollo Bermuda Limited ("ABL") is licensed in Bermuda as a Class 3A commercial insurer with the provisions of the Bermuda Insurance Act 1978 (the "Insurance Act"). ABL is a wholly owned subsidiary of Apollo. The principal activity of ABL is underwriting an affiliated quote share of Apollo 16 Limited, a corporate member supporting the underwriting capital for Syndicate 1969 and Syndicate 1971.

The Insurance Act provides that no person shall carry on any insurance or reinsurance business in or from within Bermuda unless registered as an insurer by the Bermuda Monetary Authority ("BMA") under the Insurance Act. The Insurance Act imposes upon Bermuda insurance companies, among other things, solvency and liquidity standards, auditing

and reporting requirements, and grants the BMA powers to supervise, investigate, require information and demand the production of documents and intervene in the affairs of insurance companies.

In addition, ABL must comply with all requirements pertaining to Class 3A insurers, which includes, among other things: the appointment of a loss reserve specialist and an independent auditor, maintaining a principal office in Bermuda and the appointment of a principal representative in Bermuda, the filing of annual Statutory Financial Returns together with annual GAAP financial statements and an annual Capital and Solvency Return, compliance with minimum and enhanced capital requirements, together with certain restrictions on reductions of capital and the payment of dividends and distributions as well as group solvency and supervision rules, if applicable, and compliance with the Insurance Code of Conduct.

Underwriting Results

Select Apollo metrics for the first quarter of 2025 are presented on a pro forma basis for comparative purposes only and are not necessarily indicative of the operating results that Skyward Group would have recognized had the acquisition actually been completed on January 1, 2025. Pro forma information is unaudited.

Premiums

The following table sets forth gross written premiums by underwriting division for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,			
	2026	2025 ⁽¹⁾	Change	% Change
Syndicate 1969	\$ 65,008	\$ 53,449	\$ 11,559	21.6%
Syndicate 1971	20,892	18,941	1,951	10.3%
Total gross written premiums	\$ 85,900	\$ 72,390	\$ 13,510	18.7%
Net written premiums	\$ 61,854	\$ —	\$ —	—%
Net earned premiums	\$ 70,064	\$ —	\$ —	—%

⁽¹⁾ Prior year information is pro forma

Gross written premiums for the quarter increased \$13.5 million, or 18.7%, compared to the pro forma 2025 period. The increase was primarily driven by growth in Syndicate 1969, which benefited from continued growth and expansion across select specialty lines.

Combined Ratio

The Apollo segment's combined ratio for the three months ended March 31, 2026 was 85.3%. Total non-cat losses and LAE for the three months ended March 31, 2026 were \$37.0 million, or 52.8%. Total underwriting, acquisition and insurance expenses for the three months ended March 31, 2026 were \$22.7 million, or 32.5%. Net policy acquisition expenses were \$8.6 million, or 12.2%, and other operating and general expenses were \$14.2 million, or 20.3% points.

Managed Premiums and Underwriting Fee Income

Apollo provides managing agency services to nine syndicates within its Lloyd's managing agency platform. The capital aligned syndicates, Syndicate 1969, Syndicate 1971 and Syndicate 1972, are wholly managed and partly capitalized by Apollo's Lloyd's capital member Apollo No. 16. Platform Partner syndicates are managed by Apollo on behalf of third-party partners and Apollo does not currently provide capital for underwriting of these syndicates. Apollo receives managing agency fees and performance-based income for their managing agency services from all syndicates on its Lloyd's platform. For the three months ended March 31, 2026, underwriting fee income was \$10.1 million.

The following table sets forth the fee generating gross written premiums for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,	
	2026	2025 ⁽¹⁾
Aligned Syndicates	210,549	142,957
Partner Syndicates	89,456	58,712
Total fee generating gross written premiums	\$ 300,005	\$ 201,669

⁽¹⁾ Prior year information is pro forma

Total fee generating gross written premiums for the three months ended March 31, 2026 increased 48.8% compared to the same pro forma 2025 period, primarily driven by an additional partner syndicate and organic growth across both aligned and partner syndicates.

Investments

Composition of Investment Portfolio

In the first quarter of 2026, the Company revised its presentation of our investment portfolio to (i) report short-term investments separately from cash and cash equivalents following the closing of the Apollo acquisition, and (ii) include equities in alternative & strategic investments after the sale of the majority of the equity portfolio in 2025. The prior year period has been recast to reflect this change.

The following table sets forth the components of our investment portfolio at carrying value at March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026		December 31, 2025	
	Carrying Value	% of Total	Carrying Value	% of Total
Cash and cash equivalents	\$ 364,756	11.7 %	\$ 171,053	6.9 %
Short-term investments	386,514	12.4 %	264,299	10.7 %
Fixed income	2,204,195	70.9 %	1,866,205	75.5 %
Alternative and strategic investments	153,632	5.0 %	168,837	6.8 %
Total portfolio	\$ 3,109,097	100.0 %	\$ 2,471,568	100.0 %

Investment Results

The following table sets forth the components of net investment income and net investment gains (losses) for the three months ended March 31, 2026 and 2025:

(\$ in thousands)	Three months ended March 31,		
	2026	2025	
Short-term investments	\$ 2,488	\$ 3,201	
Cash and cash equivalents	1,659	924	
Fixed income	27,365	16,730	
Alternative and strategic investments	(4,457)	(1,433)	
Net investment income	\$ 27,055	\$ 19,422	
Net unrealized gains on securities still held	\$ 1,775	\$ 5,492	
Net realized gains	1,410	1,258	
Net investment gains	\$ 3,185	\$ 6,750	

Net investment income for the first quarter of 2026 increased \$7.6 million when compared to the same 2025 period, driven by increased income from our fixed income portfolio due to a larger asset base as a result of the Apollo acquisition and a higher book yield of 5.3% at March 31, 2026 compared to 5.2% at March 31, 2025.

The alternative and strategic investments portfolio continued to be impacted by the decline in the fair value of limited partnership investments.

When a fixed maturity has been determined to have an impairment, the impairment charge is separated into an amount representing the credit loss, which is recognized in earnings as a realized loss and on the balance sheet as an allowance for credit losses netted with the amortized cost of fixed maturities. Future increases in fair value, if related to credit factors, are recognized through earnings limited to the amount previously recognized as an allowance for credit losses. The amount related to non-credit factors is recognized in accumulated other comprehensive income and future increases or decreases in fair value, if not credit losses, are included in accumulated other comprehensive (loss) income. We reviewed our available-for-sale fixed maturities at March 31, 2026, we recognized a recovery of amounts previously written off for credit losses of \$0.5 million for one available-for-sale "corporate securities and miscellaneous" security, bringing our total allowance down to \$6.5 million on two securities. Other than the securities discussed previously, we determined that no other credit impairment existed at March 31, 2026. See Note 3, "Investments" to our condensed consolidated financial statements included in Item 1 of this Form 10-Q for additional information.

Fixed income

Our fixed income portfolio primarily consists of investment grade fixed income securities, which are predominantly highly-rated and liquid bonds, and commercial mortgage loans.

The following table sets forth the components of our fixed income securities at March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026		December 31, 2025	
	Carrying Value	% of Total	Carrying Value	% of Total
U.S. government securities	\$ 159,548	7.2 %	\$ 44,468	2.4 %
Non-U.S. government securities	2,671	0.1 %	—	— %
Corporate securities and miscellaneous	800,485	36.3 %	636,387	34.1 %
Municipal securities	95,629	4.3 %	102,116	5.5 %
Residential mortgage-backed securities	471,175	21.4 %	486,587	26.1 %
Commercial mortgage-backed securities	79,672	3.6 %	73,050	3.9 %
Other asset-backed securities	585,927	26.6 %	513,695	27.5 %
Total fixed income portfolio, available-for-sale	2,195,107	99.5 %	1,856,303	99.5 %
Commercial mortgage loans	\$ 9,088	0.5 %	\$ 9,902	0.5 %
Total fixed income portfolio	\$ 2,204,195	100.0 %	\$ 1,866,205	100.0 %

The weighted average credit rating of our available-for-sale fixed income portfolio was “A+” at March 31, 2026 and December 31, 2025. The following table sets forth the credit quality of our available-for-sale fixed income portfolio at March 31, 2026 and December 31, 2025:

(\$ in thousands)	March 31, 2026		December 31, 2025	
	Fair Value	% of Total	Fair Value	% of Total
AAA	\$ 311,181	14.2 %	\$ 286,563	15.4 %
AA	647,817	29.5 %	548,030	29.6 %
A	714,622	32.6 %	620,813	33.5 %
BBB	501,601	22.9 %	379,586	20.4 %
BB and Lower	19,886	0.9 %	21,311	1.1 %
Total fixed income portfolio, available-for-sale	\$ 2,195,107	100.0 %	\$ 1,856,303	100.0 %

Our commercial mortgage loans are primarily senior loans on real estate across the U.S.

The average duration of our fixed income portfolio was approximately 3.54 years and 3.60 years, respectively, as of March 31, 2026 and December 31, 2025.

Alternative and strategic investments

Alternative investments consists of promissory notes, limited partnerships, joint ventures and equity interests. The underlying investments are primarily floating rate senior secured loans, comprised of short duration, collateralized, asset-oriented credit investments. The limited partnerships and joint ventures are subject to future increases or decreases in asset value as asset values are monetized and the income is distributed. Strategic investments consists of equity interests in private entities within the insurance industry.

Other Items

Interest expense

Interest expense for the three months ended March 31, 2026 was \$7.7 million compared to \$1.8 million for the same 2025 period, due to additional interest expense related to the Term Loan Facility and Revolving Credit Facility (both are defined in the “Credit Agreements” section below).

Amortization expense

Amortization expense for the three months ended March 31, 2026 was \$8.8 million compared to \$0.3 million for the same 2025 period. The increase was due to the amortization of the value of business acquired (“VOBA”) asset and additional definite-lived intangible assets recognized in the Apollo acquisition.

Income Taxes

Income tax expense for the three months ended March 31, 2026 was \$12.3 million compared to \$9.4 million for the same 2025 period. Our effective tax rate for the three months ended March 31, 2026 was 19.9% compared to 18.2% for the same 2025 period. The effective tax rate for the three months ended March 31, 2026 was impacted by certain discrete tax items, primarily tax benefits from stock-based compensation, which reduced the effective tax rate by 3.1%. For additional information, see Note 11 of our condensed consolidated financial statements included in Item 1 of this Form 10-Q.

Liquidity and Capital Resources*Sources and Uses of Funds*

Our most significant source of cash is from premiums received from our insureds, which, for most policies, we receive at the beginning of the coverage period, net of the related commission amount for the policies. Our most significant cash outflow is for claims that arise when a policyholder incurs an insured loss. Because the payment of claims occurs after the receipt of the premium, often years later, we invest the cash in various investment securities that generally earn interest and dividends. We also use cash to pay for operating expenses such as salaries, rent and taxes and capital expenditures such as technology systems. We use reinsurance to manage the risk that we take on our policies. We cede, or pay out, part of the premiums we receive to our reinsurers and collect cash back when losses subject to our reinsurance coverage are paid.

The timing of our cash flows from operating activities can vary among periods due to the timing by which payments are made or received. Some of our payments and receipts, including loss settlements and subsequent reinsurance receipts, can be significant, and as a result their timing can influence cash flows from operating activities in any given period. Management believes that cash receipts from premiums and proceeds from investment income are sufficient to cover cash outflows in the foreseeable future.

Our cash flows for the three months ended March 31, 2026 and 2025:

<i>(\$ in thousands)</i>	2026	2025
Cash and cash equivalents provided by (used in):		
Operating activities	\$ 116,537	\$ 96,760
Investing activities	(361,844)	(100,779)
Financing activities	362,624	—
Change in cash and cash equivalents and restricted cash	\$ 117,317	\$ (4,019)

The increase in cash provided by operating activities in 2026 when compared to 2025 was primarily due to positive cash flow from our insurance operations. Cash from operations can vary from period to period due to the timing of premium receipts, claim payments and reinsurance activity. Cash flows from operations in each of the past two years were used primarily to fund investing activities.

The increase in net cash used in investing activities in 2026 when compared to 2025 was primarily driven by the cash paid for the acquisition of Apollo and the purchase of fixed maturity securities, partially offset by proceeds from the sales of investment securities.

The increase in net cash provided by financing activities in 2026 when compared to 2025 was due to proceeds from the Term Loan Facility and the draw on the Revolving Credit Facility used to fund the Apollo acquisition.

Credit Agreements*FHLB Loan*

On August 30, 2024, we entered into the FHLB Loan pursuant to the Advances and Security Agreement. The FHLB Loan is a 4.5-year term loan in the principal amount of \$57.0 million. The FHLB Loan provides for interest-only payments during its term, with principal due in full at maturity. The interest rate is fixed over the term of the loan at 4.00%. The FHLB Loan is fully secured by a pledge of specific investment securities of HSIC. We used the proceeds to fund redemptions of the draws on the prior credit facility.

Term Loan Facility

During the fourth quarter of 2025, we entered into a Term Loan Credit Agreement (the "Term Loan Facility") with a syndicate of participating banks. The Term Loan Facility includes (a) an unsecured senior delayed draw term loan facility ("DDTL") in the aggregate principal amount of \$150.0 million (the "Tranche A DDTL") and (b) an additional unsecured senior DDTL in the aggregate principal amount of \$150.0 million (the "Tranche B DDTL") and together with the Tranche A DDTL, the "Term Loan Facility").

We used the Term Loan Facility to fund a portion of the consideration of the acquisition of Apollo and related transaction fees and expenses. Amounts drawn under the Term Loan Facility will bear interest at either term SOFR plus a margin, which will range from 150 basis points to 190 basis points, or the base rate plus a margin, which will range from 50 basis points to 90 basis points, each depending on our debt to capitalization ratio. SOFR is calculated using a SOFR floor of 0.00% and a credit spread adjustment of 0.10%. The base rate is the highest of (i) the Agent's then-current prime lending rate, (ii) the Federal Funds Rate plus 0.50%, (iii) SOFR plus 1.00% and (iv) zero percent (0%). In addition, we will also pay a fee ranging from 0.20% to 0.35% on average daily undrawn amounts under the Facility, depending on our debt to capitalization ratio. The Tranche A DDTL matures on January 1, 2028 and the Tranche B DDTL matures on July 2, 2029. On December 30, 2025, we drew \$150 million of the Tranche A DDTL and \$150 million of the Tranche B DDTL for the acquisition of Apollo on January 1, 2026.

The Term Loan Facility includes customary covenants, including certain limitations on the incurrence by us of additional indebtedness exceeding \$10.0 million and on our ability to make distributions to our stockholders, or redeem, repurchase or retire shares of stock, upon the occurrence of certain events and certain financial covenants, including financial covenants relating to our minimum consolidated net worth, maximum total debt to capitalization, minimum A.M. Best rating and minimum liquidity, as well as customary events of default. As of March 31, 2026, we were in compliance with all covenants.

The Term Loan Facility is unsecured. In connection with the Revolving Credit Facility, during the fourth quarter of 2025, we and the subsidiary guarantors party thereto, entered into a guaranty agreement, pursuant to which our obligations under the Term Loan Facility are guaranteed by us and our existing wholly-owned subsidiaries and subsequently acquired or organized subsidiaries, excluding insurance company subsidiaries and subject to certain other exceptions.

We report debt related to the Term Loan Facility as of March 31, 2026 Condensed Consolidated Balance Sheet, net of debt issuance costs of approximately \$5.1 million. These deferred financing costs are presented as a direct deduction from the carrying amount of the debt.

Revolving Credit Facility

During the fourth quarter of 2025, we entered into a Credit Agreement (the "Revolving Credit Facility") with a syndicate of participating banks. The Revolving Credit Facility is unsecured and provided us with up to an initial maximum principal amount of \$150.0 million which was increased to \$250.0 million on the closing date of our acquisition of Apollo.

We initially drew \$43.0 million, which was used to redeem our prior revolving credit facility (described below). On December 30, 2025, we drew an additional \$71.5 million which was used for the consideration paid for the acquisition of Apollo on January 1, 2026.

Interest on the Revolving Credit Facility is payable quarterly. Amounts drawn under the Facility bear interest at either term SOFR plus a margin, which ranges from 150 and 190 basis points, or the base rate plus a margin, which ranges from 50 basis points to 90 basis points, each depending on our debt to capitalization ratio. SOFR will be calculated using a SOFR floor of 0.00% and a credit spread adjustment of 0.10%. The base rate will be the highest of (i) the Agent's then current prime lending rate, (ii) the Federal Funds Rate plus 0.50%, (iii) SOFR plus 1.00% and (iv) zero percent (0%). In addition, we also pay a fee ranging from 0.20% to 0.35% on average daily undrawn amounts under the Facility, depending on our debt to capitalization ratio. The availability period under the Facility will terminate on November 12, 2030.

We are subject to covenants on the Revolving Credit Facility based on minimum net worth, maximum debt to capital ratio, minimum A.M. Best Rating and minimum liquidity, as well as customary events of default. As of March 31, 2026, we were in compliance with all covenants.

Debentures

In May 2019, we entered into an agreement to issue unsecured subordinated notes (the "Notes") with an aggregate principal amount of \$20.0 million. Interest on the Notes is fixed at 7.25% for the first 8 years and fixed at 8.25% thereafter. Early retirement of the debt ahead of the 8-year commitment requires all interest payments to be paid in full as well as the return of outstanding principal. Principal is due at maturity on May 24, 2039 and interest is payable quarterly. The Notes have junior priority to all previously issued debt. We report debt related to the Notes as of March 31, 2026 Condensed Consolidated Balance Sheet and December 31, 2025 Consolidated Balance Sheet, net of debt issuance costs of approximately \$0.4 million. These deferred financing costs are presented as a direct deduction from the carrying amount of the subordinated debt.

Share Repurchase Program

In October 2024, the Board of Directors approved a share repurchase program authorizing the repurchase of up to \$50.0 million of our common stock. The shares may be repurchased from time to time in open market purchases, privately-

negotiated transactions, block purchases, accelerated share repurchase agreements or a combination of methods, including through Rule 10b5-1 trading plans. The timing, manner, price and amount of any repurchases under the share repurchase program will be determined by us in our discretion. The share repurchase program does not require us to repurchase any specific number of shares, and may be modified, suspended or terminated at any time. As of March 31, 2026, no shares have been repurchased under this plan.

Reinsurance

We strategically purchase reinsurance from third parties which enhances our business by protecting capital from severity events (either large single event losses or catastrophes) and reducing volatility in our earnings. Our reinsurance contracts are predominantly one year in length and renew annually throughout the year, primarily in January and April. At each annual renewal, we consider several factors that influence any changes to our reinsurance purchases, including any plans to change the underlying insurance coverage we offer, updated loss activity, the level of our capital and surplus, changes in our risk appetite and the cost and availability of reinsurance treaties.

We purchase quota share reinsurance, excess of loss reinsurance, and facultative reinsurance coverage to limit our exposure from losses on any one occurrence. The mix of reinsurance purchased considers efficiency, cost, our risk appetite and specific factors of the underlying risks we underwrite.

- **Quota share reinsurance** refers to a reinsurance contract whereby the reinsurer agrees to assume a specified percentage of the ceding company's losses arising out of a defined class of business in exchange for a corresponding percentage of premiums, net of a ceding commission.
- **Excess of loss reinsurance** refers to a reinsurance contract whereby the reinsurer agrees to assume all or a portion of the ceding company's losses for an individual claim or an event in excess of a specified amount in exchange for a premium payable amount negotiated between the parties, which includes our catastrophe reinsurance program.
- **Facultative coverage** refers to a reinsurance contract on individual risks as opposed to a group or class of business. It is used for a variety of reasons, including supplementing the limits provided by the treaty coverage or covering risks or perils excluded from treaty reinsurance.

For the three months ended March 31, 2026 our net retention on a written basis (calculated as net written premiums as a percentage of gross written premiums) was 64.8% compared to 64.1% for the same 2025 period.

Credit and Financial Strength Ratings

On August 14, 2025, A.M. Best affirmed Skyward Specialty's financial strength rating of A (Excellent) with a stable outlook.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in market risk from the information provided in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports we file under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required financial disclosure.

In connection with the preparation of this quarterly report on Form 10-Q, our management carried out an evaluation, under the supervision and with the participation of our management, including the CEO and CFO, as of March 31, 2026, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) and 15d-15(e) under the Exchange Act.

In connection with the evaluation of our disclosure controls and procedures as of March 31, 2026, the scope of such evaluation excluded Apollo, which was acquired on January 1, 2026. The Company excluded Apollo from the evaluation because the entity and its related systems, processes and controls are in the process of being integrated into the Company's overall financial reporting and disclosure control framework. Management plans to complete the integration and related evaluation of Apollo's disclosure controls and procedures during 2026.

Based upon this evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of March 31, 2026.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. The evaluation of disclosure controls and procedures and internal control over financial reporting as of March 31, 2026 excluded Apollo, which was acquired on January 1, 2026, as the integration of Apollo's systems and controls into the Company's control environment is ongoing.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are party to legal proceedings which arise in the ordinary course of business. We believe that the outcome of such matters, individually and in the aggregate, will not have a material adverse effect on our consolidated financial position.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risks and uncertainties described under the heading “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025 (our “2025 Form 10-K”), as supplemented by the below risk factor updates. There have been no other material changes in our risk factors in the three months ended March 31, 2026 from those disclosed in our 2025 Form 10-K.

Increased public attention from regulators, policymakers, investors, and other stakeholders regarding environmental, social and governance matters may expose us to negative public perception, cause reputational harm, impose additional costs on our business or impact our stock price.

Recently, more attention is being directed towards publicly traded companies regarding environmental, social and governance (“ESG”) matters. A wide variety of stakeholders, including institutional investors, regulators, and investor advocacy groups have become increasingly focused on companies’ ESG practices and disclosures, which has led to an environment of increased regulatory complexity and potentially conflicting directives. The heightened and sometimes conflicting stakeholder focus on ESG issues requires the continuous monitoring of evolving laws, regulations, standards and expectations, as well as associated reporting requirements. Regulators across various jurisdictions have adopted and could continue to adopt pro- or anti-ESG-related rules and guidance, which may conflict and impose additional compliance costs. A failure, or perceived failure, to respond to investor or customer expectations related to ESG concerns could cause harm to our business and reputation. Alternatively, there could be backlash by investors or customers relating to ESG related topics which could cause harm to our business and reputation. Damage to our reputation as a result of our provision of policies to certain insureds could result in decreased demand for our insurance products and could have a material adverse effect on our business, operational results and financial results, as well as require additional resources to rebuild our reputation, competitive position and brand strength.

We are subject to extensive regulation, which may adversely affect our ability to achieve our business objectives. In addition, if we fail to comply with these regulations, we may be subject to penalties, including fines and suspensions, which may adversely affect our financial condition and results of operations.

Our primary U.S. insurance subsidiaries, GMIC, HSIC and IIC, are subject to extensive regulation in Texas, their state of domicile, and to a lesser degree, the other states in which they operate. Most insurance regulations are designed to protect the interests of insurance policyholders, as opposed to the interests of investors or stockholders. These regulations generally are administered by a department of insurance in each state and relate to, among other things, capital and surplus requirements, investment and underwriting limitations, affiliate transactions, dividend limitations, changes in control, solvency and a variety of other financial and non-financial aspects of our business. Significant changes in these laws and regulations could further limit our discretion or make it more expensive to conduct our business. State insurance regulators also conduct periodic examinations of the affairs of insurance and reinsurance companies and require the filing of annual and other reports relating to financial condition, holding company issues and other matters. These regulatory requirements may impose timing and expense constraints that could adversely affect our ability to achieve some or all of our business objectives.

Our U.S. insurance subsidiaries are part of an “insurance holding company system” within the meaning of applicable Texas statutes and regulations. As a result of such status, certain transactions between our insurance subsidiaries and one or more of their affiliates may not be affected unless the insurer has provided notice of that transaction to the Texas Department of Insurance. These prior notification requirements may result in business delays and additional business expenses. If our insurance subsidiaries fail to file a required notification or fail to comply with other applicable insurance regulations in Texas, we may be subject to significant fines and penalties and our working relationship with the Texas Department of Insurance may be impaired.

In addition, state insurance regulators have broad discretion to deny or revoke licenses for various reasons, including the violation of regulations. In some instances, where there is uncertainty as to applicability, we follow practices based on our interpretations of regulations or practices that we believe generally to be followed by the industry. These practices may turn out to be different from the interpretations of regulatory authorities. If we do not have the requisite licenses and approvals or do not comply with applicable regulatory requirements, state insurance regulators could preclude or temporarily suspend us from carrying on some or all of our activities in their state or could otherwise penalize us. This

could adversely affect our ability to operate our business. Further, changes in the level of regulation of the insurance industry or changes in laws or regulations themselves or interpretations by regulatory authorities could interfere with our operations and require us to bear additional costs of compliance, which could adversely affect our ability to operate our business.

Our insurance subsidiaries are subject to risk-based capital requirements, based upon the “risk based capital model” adopted by the NAIC, and other minimum capital and surplus restrictions imposed under Texas law. These requirements establish the minimum amount of risk-based capital necessary for a company to support its overall business operations. It identifies property and casualty insurers that may be inadequately capitalized by looking at certain inherent risks of each insurer’s assets and liabilities and its mix of net written premium. Insurers falling below a calculated threshold may be subject to varying degrees of regulatory action, including supervision, rehabilitation or liquidation. Failure to maintain our risk-based capital at the required levels could adversely affect the ability of our insurance subsidiary to maintain regulatory authority to conduct our business and our A.M. Best Rating.

U.K. Regulations

The laws and regulations of the jurisdictions and markets, including Lloyd’s may impose certain requirements on us or our subsidiaries that could have an impact on our business, including meeting solvency standards, maintaining minimum levels of statutory capital and liquidity, and potentially undergoing periodic examinations of their financial condition and compliance with underwriting and other regulations.

Compliance with data protection, privacy, and cybersecurity laws exposes us to regulatory, operational, financial, and reputational risks.

Our business involves the collection, use, storage, and transmission of sensitive personal, financial, and proprietary information of many parties, including policyholders, insureds, claimants, employees, and third-party service providers. We are subject to an increasingly complex and evolving framework of data protection, privacy, and information security laws and regulations in the U.S., U.K., and other jurisdictions in which we operate. These laws and regulations include U.S. federal and state privacy and cybersecurity requirements, such as state consumer privacy statutes, as well as sector-specific insurance regulations and, where applicable, non-U.S. data protection regimes. Many of these laws and regulations impose obligations regarding data governance, security controls, individual rights, incident response, vendor oversight, and cross-border data transfers. The interpretation and enforcement of these requirements are evolving, and regulatory guidance and expectations may change rapidly.

Compliance with these laws and regulations requires significant and ongoing investment in people, systems, processes, and controls, and as we may be required to modify or enhance our security measures, monitoring systems, training programs, and contractual protections with third parties as these laws and regulations continue to evolve. These efforts may increase our operating costs and limit our ability to use data in ways that support operational efficiency, analytics, and product development. Failure, or perceived failure, to comply with applicable data protection or privacy requirements could result in investigations, fines, penalties, remediation obligations, restrictions on processing activities, contractual liability, and litigation, including class actions. Any of these developments could materially and adversely affect our business, results of operations, financial condition, and prospects.

Failure to comply with corporate substance requirements could result in penalties, increased costs, and have an adverse impact on our business.

We operate in multiple non-U.S. jurisdictions through our Apollo subsidiaries, including Bermuda, which has enacted minimum economic or corporate substance laws and regulations through the Bermuda Economic Substance Act 2018 (the “BES Act”). Apollo monitors its corporate substance, through its subsidiary Apollo Bermuda Limited, in Bermuda closely to ensure that it continues to meet these requirements. Compliance with the BES Act may require us to incur additional operating costs, including costs related to personnel, facilities, professional services, and internal controls, or to modify aspects of our organizational structure, business processes, or decision-making authority. Failure to comply with Bermuda’s economic substance rules can result in penalties, fines, or in extreme cases, deregistration.

Lloyd’s has access to the EU market through Lloyd’s Insurance Company S.A., based in Belgium, and which has a third country branch in the U.K. In Belgium, the National Bank of Belgium has been silent regarding the European Insurance and Occupational Pensions Authority (“EIOPA”) Supervisory Statement. A ruling from the National Bank of Belgium on this topic could impact Lloyd’s Insurance Company S.A., and thus Apollo.

We are subject to economic sanctions, anti-bribery, and foreign corrupt practices laws and regulations in multiple jurisdictions, the violation of which could have a material adverse impact on our business.

We conduct business subject to a variety of economic sanctions, anti-bribery, and anti-corruption laws and regulations, including those administered or enforced by authorities in the U.S., the U.K., and Bermuda. These laws include restrictions on dealings with certain sanctioned jurisdictions, entities, and individuals, as well as prohibitions on improper payments or other corrupt practices involving government officials and private parties. These legal regimes are complex, continue to evolve, and can be applied based on a broad range of jurisdictional connections, including the location of insured risks, counterparties, intermediaries, payments, banking relationships, employees, or business operations. Compliance with sanctions and anti-corruption laws requires significant diligence, monitoring, and controls, and although we have policies in place to guard against the possibility of violating these laws, these measures may not be fully effective in preventing violations, particularly in circumstances involving deliberate misconduct, circumvention of controls, or actions taken by third parties. Changes in sanctions programs or enforcement priorities, including those arising from geopolitical developments, could further increase compliance risks and limit our ability to underwrite certain risks, transact with certain counterparties, or operate in particular markets. Any failure, or alleged failure, to comply with applicable sanctions or anti-bribery and anti-corruption laws could materially and adversely affect our business, results of operations, financial condition, and reputation.

Changes to the tax laws and implementation of new tax policies could have a significant negative impact on the overall economy and our business.

New and proposed changes to tax laws could increase our corporate taxes. On July 4, 2025, new U.S. tax legislation was signed into law (known as the “One Big Beautiful Bill Act” or “OBBA Act”), which, among other provisions, makes permanent many of the tax provisions enacted in 2017 as part of the Tax Cuts and Jobs Act that were set to expire at the end of 2025. We do not expect the OBBA Act to have a material impact on our results of operations. New tax laws, in particular those enacted in response to proposals by the Organisation for Economic Co-operation and Development, could make substantive changes to the global international tax regime. Such changes could increase our global tax costs. We continue to monitor and assess the impact of such proposals. Finally, it is possible that tax laws will be further changed either in a technical corrections bill or entirely new legislation. It remains difficult to predict whether or when there will be any tax law changes or further guidance by the authorities in the U.S. or elsewhere in the world. New or proposed changes to tax laws may have a material adverse effect on our business, consolidated results of operations, liquidity and financial condition, as the impact of proposals on our business can vary substantially depending upon the specific changes or further guidance made and how the changes or guidance are implemented by the authorities.

Applicable insurance laws may make it difficult to effect a change of control.

Under applicable Texas insurance laws and regulations, no person may acquire control of a domestic insurer until written approval is obtained from the state insurance commissioner on the proposed acquisition. Such approval would be contingent upon the state insurance commissioner’s consideration of a number of factors including, among others, the financial strength of the proposed acquirer, the acquirer’s plans for the future operations of the domestic insurer and any anti-competitive results that may arise from the consummation of the acquisition of control. Texas insurance laws and regulations pertaining to changes of control apply to both the direct and indirect acquisition of ten percent or more of the voting stock of a Texas-domiciled insurer. Accordingly, the acquisition of ten percent or more of our common stock would be considered an indirect change of control of Skyward Specialty and would trigger the applicable change of control filing requirements under Texas insurance laws and regulations, absent a disclaimer of control filing and its acceptance by the Texas Insurance Department.

The acquisition of control over a U.K. authorized insurance company or Lloyd’s managing agent is subject to regulation in the United Kingdom by the Prudential Regulation Authority (“PRA”) and the Financial Conduct Authority (“FCA”) pursuant to the Financial Services and Markets Act 2000 (“FSMA”). A person will generally be regarded as having acquired “control” for UK regulatory purposes if that person, alone or together with persons acting in concert, directly or indirectly holds 10% or more of the shares or voting power of a U.K. authorized insurer, a Lloyd’s managing agent, or its parent undertaking, or is otherwise able to exercise significant influence over management.

Any person proposing to acquire control of a PRA-authorized insurance company or Lloyd’s managing agent must provide prior notification to, and obtain approval from, the PRA, which consults with the FCA as part of the review process. The PRA typically has up to 60 working days to assess a proposed acquisition, subject to extension in certain circumstances. Acquiring control without the required regulatory clearance may result in supervisory or enforcement action. In addition, a person who already exercises control over a U.K. authorized insurance company or Lloyd’s managing agent must obtain further regulatory approval before increasing its level of control above specified thresholds, generally 20%, 30% and 50%. Similar approval requirements apply to changes in control of UK-authorized insurance intermediaries, although such approvals are granted by the FCA rather than the PRA. Where the transaction involves a Lloyd’s managing

agent or Lloyd's entity, the Council of Lloyd's must also approve the change of control. Lloyd's applies control concepts and suitability standards that broadly align with those under FSMA and typically coordinates its consent process with the PRA's review.

Under the Insurance Act 1978 of Bermuda, ownership and control of a Bermuda-registered insurer or reinsurer, or its parent company, are subject to regulatory oversight by the Bermuda Monetary Authority ("BMA"). Where the shares of a registered insurer or its parent are publicly traded on a recognized stock exchange, a person who becomes a shareholder controller is required to notify the BMA in writing within specified time periods. For these purposes, a shareholder controller generally includes any person who, directly or indirectly, acquires or holds 10% or more of the shares or voting power of a registered insurer or its parent, or who is otherwise able to exercise significant influence over the management of such insurer or parent company. Notification obligations are triggered at ownership or voting thresholds of 10%, 20%, 33% and 50%, and similar notification requirements apply where a shareholder controller reduces or disposes of its interest such that its holdings fall below one of those thresholds.

The BMA has the authority to object to a person acquiring or continuing to hold a shareholder controller position if it determines that such person does not meet applicable fitness and propriety standards. Where the BMA raises an objection, it may require the shareholder to reduce its ownership interest, restrict the exercise of voting rights, or take other actions deemed necessary to protect the insurer and its policyholders. Failure to comply with a BMA direction may constitute an offense and subject the affected party to regulatory enforcement measures.

The requirements of each of these jurisdictions may discourage potential acquisition proposals and may delay, deter or prevent a change of control of Skyward Specialty, including through transactions that some or all of the stockholders of Skyward Specialty might consider to be desirable.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

During the quarter ended March 31, 2026, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits*(a) Exhibits.*

Exhibit Number	Exhibit Description
2.1	Agreement for the Sale and Purchase of Shares in Apollo Group Holdings Limited - Institutional Sellers dated September 2, 2025 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the Commission on September 8, 2025).
2.2	Agreement for the Sale and Purchase of Shares in Apollo Group Holdings Limited - Management Sellers dated September 2, 2025 (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed with the Commission on September 8, 2025).
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Commission on January 18, 2023).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the Commission on January 18, 2023).
4.1	Amended and Restated Stockholders' Agreement, by and among the Company and the stockholders listed therein (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1, filed with the SEC on November 14, 2022).
10.1+*	Form of Executive Employment Agreement
21.1*	List of Subsidiaries of the Company
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial and Accounting Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema with Embedded Linkbase Documents
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

(b) Financial Statement Schedules. All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

+ Management contract or compensatory plan or arrangement.

* Filed herewith.

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.

Date: May 11, 2026

Skyward Specialty Insurance Group, Inc.

By: /s/ Andrew Robinson

Andrew Robinson
Chairman and Chief Executive Officer
(Principal Executive Officer)

Date: May 11, 2026

By: /s/ Mark Haushill

Mark Haushill
Chief Financial Officer
(Principal Financial and Accounting Officer)

FORM OF EXECUTIVE EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “*Agreement*”) is entered into and effective as of [_____] (the “*Effective Date*”) by and between Skyward Specialty Insurance Group, Inc. (the “*Company*”), and [_____] (“*Executive*”). Each of the Company and Executive are a “*Party*,” and collectively, they are the “*Parties*.”

WHEREAS, the Parties previously entered [_____] dated [_____] (the “*/*_____”);

WHEREAS, the Company and Executive desire to replace and supersede the terms of the [_____] and to enter into this Agreement memorializing the terms and conditions of Executive’s employment with the Company as of the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual covenants and mutual benefits, the Company and Executive agree as follows:

ARTICLE I
DEFINITIONS

In addition to the terms defined in the body of this Agreement, for purposes of this Agreement, the following capitalized terms shall have the meaning indicated below:

1.1 Definitions

“**Board**” means the Board of Directors of Skyward Specialty Insurance Group, Inc.

“**Business**” means (a) during the Term, any business in which the Company or any of its subsidiaries is engaged, or has specific plans to engage of which Executive is aware, during such period and (b) during the portion of the Restricted Period that begins on the Date of Termination, (i) the products and services provided and the activities engaged in by the Company or any of its subsidiaries at the time of such termination of employment and other products, services and activities that are functionally equivalent to the foregoing and (ii) any other business in which the Company or its subsidiaries is engaged, or has specific plans to engage, in each case, of which Executive is aware during such period.

“**Cause**” means (a) act of dishonesty, fraud, theft, or embezzlement by Executive with respect to the Company or its subsidiaries; (b) malfeasance or gross negligence by Executive in the performance of Executive’s duties; (c) Executive’s commission or conviction of, or entry of a plea of guilty or nolo contendere to (i) any felony, (ii) any misdemeanor involving theft, defalcation, dishonesty or violence, or (iii) any crime of moral turpitude; (d) Executive’s willful refusal to perform Executive’s duties and responsibilities, or failure to adhere to the directions of the Board or the Company’s or any of its subsidiaries’ corporate codes, policies, or procedures, as in effect or amended from time to time; (e) failure by Executive to perform his duties and responsibilities

hereunder (other than by reason of Disability) without the same being corrected within thirty (30) days after being given written notice thereof, as determined by the Company in good faith; (f) Executive's material breach of any of the covenants contained in this Agreement; and (g) Executive's violation of any statutory, material contractual, or common law duty or obligation to the Company or any of its affiliates, including, without limitation, Executive's duty of loyalty, and further with respect to (b), (d) and (f), without the same being corrected within ten (10) days after being given written notice thereof.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1986.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Competing Business**" means any business, individual, partnership, firm, corporation, or other entity that wholly or in any significant part engages in the Business in the Restricted Area.

"**Date of Termination**" means the date Executive's employment with the Company is considered to have terminated pursuant to Section 3.4.

"**Qualifying Retirement**" means Executive's termination of employment which is also a "separation from service" as such term is defined under Section 409A of the Code and applicable regulations, where all the following requirements are met as of the Date of Termination: (i) Executive's termination is due to Executive's intent to permanently retire from employment, (ii) Executive's termination is not a termination of Service for Cause, (iii) Executive's termination occurs after your attainment of minimum age of fifty-five (55), (iv) as of Executive's termination Executive has completed at least (5) years of continuous Service, (v) Executive notifies the Chief People and Administrative Officer and/or the Chief Legal Officer in writing at least twelve (12) months' in advance of your effective retirement date; (vi) Executive continues to actively assist the Company in succession planning and the transitioning of Executive's responsibilities through the scheduled retirement date as determined and directed by the Company in its sole discretion; and (vii) Executive timely executes and delivers to the Company a signed waiver and release of claims in such form as is provided to you by the Company in connection with Executive's termination of Service and permit it to become effective in accordance with its terms.

"**Good Reason**" means a material diminution in Executive's authority, duties, title, or responsibilities. Notwithstanding any other provision in this Agreement to the contrary, any assertion by Executive of a termination of employment for "**Good Reason**" shall not be effective unless all of the following conditions are satisfied: (i) the condition giving rise to Executive's termination of employment must have arisen without Executive's consent; (ii) Executive must provide written notice to the Company of such condition in accordance with Section 9.1 within 45 days of the initial existence of the condition; (iii) the condition specified in such notice must remain uncorrected for 45 days after receipt of such notice by the Company; and (iv) the date of Executive's termination of employment must occur within 91 days after the initial existence of the condition specified in such notice.

“Governmental Authority” means any governmental, quasi-governmental, state, county, city, or other political subdivision of the United States or any other country, or any agency, court or instrumentality, foreign or domestic, or statutory or regulatory body thereof.

“Legal Requirement” means any law, statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other directional requirement (including any of the foregoing that relates to environmental standards or controls, energy regulations and occupational, safety and health standards, or controls including those arising under environmental laws) of any Governmental Authority.

“Notice of Termination” means a written notice delivered to the other party indicating the specific termination provision in this Agreement relied upon for termination of Executive’s employment and the intended Date of Termination and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated.

“Modified Qualifying Retirement” means Executive’s termination of employment which is also a “separation from service” as such term is defined under Section 409A of the Code and applicable regulations, where all the following requirements are met as of the Date of Termination: (i) Executive’s termination occurs no earlier than [_____], (ii) Executive’s termination is not a termination of Service for Cause, (iii) Executive’s termination occurs after Executive’s attainment of minimum age of fifty-five (55), (v) as of Executive’s Date of Termination, Executive has completed at least (5) years of continuous Service, (vi) Executive notifies the Chief People and Administrative Officer and/or Chief Legal Officer in writing at least twelve (12) months in advance of Executive’s effective retirement date, (vii) Executive continues to actively assist the Company in succession planning and the transitioning of Executive’s responsibilities through Executive’s scheduled retirement date as determined and directed by the Company in its sole discretion; and (viii) Executive timely executes and delivers to the Company a signed waiver and release of claims in such form as is provided to you by the Company in connection with Executive’s termination of Service and permit it to become effective in accordance with its terms.

“Pre-Bonus Period” means a date following December 31 of one calendar year and which precedes the applicable date in the following calendar year on which annual bonuses are paid to the Company’s executive employees.

“Restricted Area” means the United States. In the alternative, and only if the foregoing territory is deemed by a court of competent jurisdiction or an arbitrator, as the case may be in accordance with Article VIII, to be unreasonable or otherwise invalid or unenforceable, then the Restricted Area means each state in the United States in which the Company’s insurance products and services are being offered for sale on the date Executive’s employment with or Service to the Company terminates and in which Executive performed services for the Company.

“Service” means Executive’s employment, service as a non-executive director, or other service relationship with the Company and/or its affiliates. Executive’s Service will be

considered to have ceased with the Company and its affiliates if, immediately after a sale, merger, or other corporate transaction, the trade, business, or entity with which Executive is employed or otherwise has a service relationship is not Skyward Specialty Insurance Group, Inc. or its successor or an affiliate of Skyward Specialty Insurance Group, Inc. or its successor.

“Elected Early Retirement” means retirement by Executive with less than one year notice, as approved by the Board.

1.2 Rules of Construction. The word “or” is not exclusive. The words “include”, “includes” and “including”, in each instance in which any of such words appears herein, shall be deemed to be followed by the phrase “without limitation”. The term “affiliate,” as used in this Agreement with respect to a particular person or entity, shall mean any other person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, such particular person or entity. All recitals and headings in this Agreement are included for convenience and do not constitute a representation or warranty of any kind or affect the construction or interpretation of any provision of, or the rights or obligations of any party under, this Agreement. Any reference to value in this Agreement shall be measured in United States dollars.

ARTICLE II EMPLOYMENT AND DUTIES

2.1 Employment Term. The term of this Agreement shall be effective as of [____], and shall continue until terminated in accordance with Section 3.1 of this Agreement (the “**Term**”). Notwithstanding the existence of the Term, Executive’s employment with the Company shall be “at will,” meaning that either Executive or the Company may terminate Executive’s employment at any time and for any reason, subject to Section 3.1. Any contrary representations that may have been made to Executive are superseded by this Agreement.

2.2 Position. From and after the Effective Date, the Company shall continue to employ Executive in the position of [____], and Executive shall report to the Company’s [____].

2.3 Duties and Services. Executive agrees to serve in the position(s) referred to in Section 2.2 and to perform diligently and to the best of Executive’s abilities the duties and services appertaining to such position(s), as well as such additional duties and services appropriate to such position(s) that the parties mutually may agree upon from time to time.

2.4 Place of Employment. Executive’s principal place of employment shall be at the Company’s principal executive offices, which shall be located in Houston, Texas, with the flexibility to work remotely from Executive’s home address in [____] or elsewhere. During the Term, Executive will be required to engage in reasonable business travel, as requested by the Company.

2.5 Other Interests. Executive agrees, during the Term, to devote substantially all of Executive’s business time, energy and best efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Parties acknowledge and agree that Executive may (a) subject to the limitations in Section 7.1, engage in and manage Executive’s passive personal investments, (b) engage in charitable and civic activities, and (c) serve on one or more other

boards of directors with the approval of the Board, not to be unreasonably withheld, provided that such activities do not unreasonably conflict with the business and affairs of the Company, interfere with Executive's performance of Executive's duties hereunder, or otherwise violate the law.

ARTICLE III
TERMINATION OF EMPLOYMENT

3.1 Company's Right to Terminate. The Company may terminate Executive's employment under this Agreement at any time for any of the following reasons by providing Executive with a Notice of Termination:

- (a) upon Executive being unable to perform Executive's duties or fulfill Executive's obligations under this Agreement, with or without reasonable accommodation, by reason of any physical or mental impairment for a period of at least 90 consecutive days or for a period of 120 days during any 12-month period, as determined by the Company and certified in writing by a competent medical physician selected by the Company (such condition, Executive's "*disability*" or Executive being "*disabled*"); or
- (b) upon Executive's death; or
- (c) for Cause; or
- (d) for any other reason whatsoever or for no reason at all, in the sole discretion of the Company.

3.2 Executive's Right to Terminate. Executive may terminate Executive's employment under this Agreement for Good Reason or for any other reason whatsoever or for no reason at all, in the sole discretion of Executive, by providing the Company with a Notice of Termination. In the case of a termination of employment by Executive pursuant to this Section 3.2, the Date of Termination specified in the Notice of Termination shall not be less than 15 nor more than 60 days from the date such Notice of Termination is given, unless otherwise agreed by the [____], and the Company may require a Date of Termination earlier than that specified in the Notice of Termination.

3.3 Deemed Resignations. Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and from any and all other positions held at any affiliate of the Company, and (b) an automatic resignation of Executive from the Board (if applicable), and from the board of directors or similar governing body of any corporation, limited liability entity or other entity in which the Company holds an equity interest and with respect to which board or similar governing body Executive serves as the Company's designee or other representative.

3.4 Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of section 409A(a)(2)(A)(i) of the Code and applicable administrative guidance issued thereunder.

ARTICLE IV COMPENSATION AND BENEFITS

4.1 Base Salary. During the Term, Executive shall receive an annualized base salary of not less than [\$_____] (Executive’s then-current base salary, the “**Base Salary**”). Executive’s Base Salary shall be reviewed no less than annually by the Board or a committee thereof. Executive’s Base Salary shall be paid in equal installments in accordance with the Company’s standard policy regarding payment of compensation to executives but no less frequently than monthly.

4.2 Annual Performance-Based Cash Bonus. Executive shall be eligible to receive an annual, calendar-year cash bonus (payable in a single lump sum) based on criteria determined in the sole discretion of the Board or a committee thereof (an “**Annual Bonus**”), with an Annual Bonus target of not less than [___%] of Base Salary (“**Target Bonus**”), it being understood that the actual amount of each Annual Bonus, if any, shall be between 0% and 200% of then applicable Target Bonus. The actual Annual Bonus will be based on Company and individual performance as determined in good faith in the sole discretion of the Board or a committee thereof. The Company shall use commercially reasonable efforts to pay each Annual Bonus, if any, with respect to a calendar year on or before March 15 of the following calendar year (and in no event shall an Annual Bonus be paid after December 31 of the following calendar year) (the actual payment date, the “**Bonus Payment Date**”); provided, however, that Executive will be entitled to receive payment of such Annual Bonus only if Executive is employed by the Company as of the Bonus Payment Date, unless otherwise provided in Section 5 herein and provided further that in all cases the applicable Bonus Payment Date shall occur during the calendar year immediately following the performance year (and in no event during the performance year).

4.3 Prior Equity Awards. All equity awards previously granted to Executive prior to the Effective Date shall remain subject to the terms and conditions set forth in the applicable plan and form of award agreements.

4.4 Annual LTI Awards. Effective commencing with calendar year 2026, Executive shall, subject to Executive’s continued employment through the applicable date of grant be eligible to receive annual equity incentive awards under the Company’s 2022 Long-Term Incentive Plan or any successor plan (“**LTI**”) subject to vesting conditions based on continued employment and/or the attainment of specified performance measures, in each case, as determined by the Board or a committee thereof in its sole discretion (each an “**Annual LTI Award**”), and the target fair value of each Annual LTI Award shall be not less than [\$_____] (as determined at the time of grant). Any granted Annual LTI Award shall (i) be granted under and subject to the terms of the Plan and the award agreement applicable to such

Annual LTI Award, and (ii) be subject to vesting as such other terms for such Annual LTI Award as determined by the Board or a committee thereof in its sole discretion and as set forth in the award agreement applicable to such Annual LTI Award. Notwithstanding the foregoing, the Board (or its Compensation Committee) shall determine in its sole discretion whether to grant an annual award to Executive.

4.5 Benefits. During Executive's employment hereunder, Executive shall be permitted to participate in all benefit plans and programs of the Company, including improvements or modifications of the same, which are now, or may hereafter be, available to similarly situated employees of the Company, subject to the terms and conditions of the applicable plans and programs and the discretion of the Board or a committee thereof. The Company shall not, however, by reason of this Section 4.5, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to similarly situated employees generally.

4.6 Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by Executive during Executive's employment hereunder in performing services hereunder; provided, in each case, that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Company. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company, and in all events, provided such documentation is in fact timely made, shall be made by the end of the year following the year in which the expense was incurred. Notwithstanding any provision of this Agreement to the contrary, (a) the amount of expenses eligible for reimbursement hereunder during one calendar year shall not affect the expenses eligible for reimbursement hereunder in any other calendar year, and (b) in no event shall Executive be entitled to reimbursement for any expenses submitted more than ninety (90) days after the Date of Termination.

4.7 Paid Time Off. Executive shall be eligible for flexible paid time off in accordance with the Company's self-managed time off benefit. It is expected that Executive shall use discretion and best judgment in assessing whether and how much time off to take each calendar year.

4.8 Officer and Director Positions. Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company and as a member of any committees of the Board or any officer or director position with respect to subsidiaries or affiliates of the Company.

ARTICLE V

EFFECT OF TERMINATION OF EMPLOYMENT ON COMPENSATION

5.1 Compensation Upon Termination.

(a) If Executive's employment hereunder shall terminate for any reason during the Term, then all compensation and all benefits to Executive hereunder shall terminate

contemporaneously with such termination of employment, except that Executive shall be entitled to (i) payment of all accrued and unpaid Base Salary through the Date of Termination, subject to applicable taxes and withholdings, (ii) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 4.6, and (iii) benefits to which Executive is entitled under the terms of, and in accordance with, any applicable benefit plan or program (the “*Accrued Entitlements*”).

(b) If Executive’s employment hereunder is terminated by the Company without Cause (other than due to Executive’s death or disability) or by Executive for Good Reason, and subject to Executive (i) delivering and not revoking, an executed release in a form provided by the Company (“*Release*”) and such Release becoming effective and non-revocable within 60 days of Executive’s Date of Termination and (ii) continuing to comply with any of Executive’s obligations herein that survive Executive’s employment, including but not limited to the obligations set forth in Articles VI or VII of this Agreement (prongs (i) and (ii), the “*Continuing Obligations for Severance Benefits*”), Executive shall also be entitled to the following benefits (the “*Severance Benefits*”), which are in full satisfaction of any rights to receive severance benefits that Executive would otherwise have under the Offer Letter (which is hereby cancelled and superseded and has no further force or effect):

(i) continuation of Executive’s Base Salary for a period of twelve (12) months following the Date of Termination, payable in substantially equal installments on the Company’s regular salary payment dates in conformity with the Company’s general payroll practices in effect on Executive’s Date of Termination (the “*Severance Payments*”), and commencing on the first such regular salary payment date following the effective date of the Release. The first installment of the Severance Payment shall include any amounts that would have been payable between the Date of Termination and the date of such payment; and

(ii) payment of a prorated target Annual Bonus (as described in Section 4.2) for the year in which such Date of Termination occurs based on ratio of the number of days during such calendar year that Executive was employed by the Company to the number of days in such calendar year and

(iii) if the effective Date of Termination is in the Pre-Bonus Period, payment of any earned and accrued Annual Bonus for the preceding calendar year, paid as part of the regular bonus cycle; and

(iv) subject to Executive’s eligibility for and election of continuation of group health care coverage under COBRA, the Company shall pay directly to the COBRA administrator the full amount of the premiums to continue the health insurance Executive had prior to the Date of Termination for Executive (and Executive’s eligible dependents, if applicable) for a period of twelve (12) months following the Date of Termination, or the date Executive becomes eligible for group health care coverage through other employment (in either case, the “*Coverage End Date*”). Executive agrees to notify the Company promptly if Executive becomes eligible for group health care coverage through another employer. Executive may continue coverage after the Coverage End Date at Executive’s

own expense for the remainder of the COBRA continuation period, subject to continued eligibility. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to Executive, it may convert such payments to payroll payments directly to Executive on the Company's regular payroll dates, which shall be subject to tax-related deductions and withholdings; and

(v) with respect to equity awards granted on or after the Effective Date, accelerated vesting of all outstanding equity awards, including any Annual LTI Awards, with any equity awards eligible to vest based on satisfaction of performance goals (the "**Performance-Based Awards**") by using the actual performance for any measurement periods completed on or prior to the Termination Date and deemed target performance achievement for any measurement period that is not completed prior to the Termination Date, and such applicable number of PSUs shall be deemed vested as of the Termination Date based on such applicable average of the deemed and attained performance level for such periods with the same weighting applied to all measurement periods in such averaging calculation., as determined by the Board in its discretion.

In the event that Executive fails to meet or otherwise comply with the Continuing Obligations for Severance Benefits, payment or provision of any then unpaid Severance Benefits shall immediately cease, and the Company reserves the right to require repayment of any Severance Benefits previously provided to Executive, including repayment of the then current fair value, as determined as of the date of such breach, of any equity awards which previously vested as Severance Benefits.

(c) If Executive's employment terminates as a result of Modified Qualifying Retirement, and provided that Executive (i) delivers and does not revoke, a Release, and such Release becomes effective and non-revocable within 60 days of Executive's Date of Termination and (ii) continues to comply with any of Executive's obligations herein that survive Executive's employment, including but not limited to the obligations set forth in Articles VI or VII of this Agreement (the "**Continuing Obligations for Vesting**"), with respect to equity awards granted on or after the Effective Date, Executive shall also be entitled to continued vesting of all outstanding equity awards on the normal vesting date of the otherwise unvested Annual LTI Awards at the applicable performance level (if applicable) for vesting of such unvested Annual LTI Awards, in each case, as determined by the Board in its discretion. In the event that Executive fails to meet or otherwise comply with the Continuing Obligations for Vesting, continued vesting of any then-unvested Annual LTI Awards shall cease, and all such unvested LTI Awards shall be terminated, cancelled and forfeited as of the date of such breach, and the Company reserves the right to require that Executive repay the Company the then current fair value, as determined as of the date of such breach, of any Annual LTI Awards which previously vested due to a Modified Qualifying Retirement. In the event the Date of Termination of Executive's employment as a result of Modified Qualifying Retirement falls in the Pre-Bonus Period, Executive shall be entitled to an Annual Bonus as set forth in Section 4.2 above. If Executive's employment terminates as a result of Qualifying Retirement prior to [_____], and provided that Executive (i) delivers and does not revoke, a Release, and such Release becomes effective and non-revocable within 60 days of Executive's Date of

Termination and (ii) continues to comply with any of Executive's obligations herein that survive Executive's employment, including but not limited the Continuing Obligations for Vesting, with respect to equity awards granted on or after the Effective Date, Executive shall also be entitled to vesting of a pro-rata portion of the not yet vested LTI Awards, as set forth in the Executive's individual LTI Awards. In the event that Executive fails to meet or otherwise comply with the Continuing Obligations for Vesting, Company reserves the right to require that Executive repay the Company the then current fair value, as determined as of the date of such breach, of any Annual LTI Awards which previously vested due to a Qualifying Retirement. In the event the Date of Termination of Executive's employment as a result of Qualifying Retirement falls in the Pre-Bonus Period, Executive shall be entitled to an Annual Bonus as set forth in Section 4.2 above.

(d) In the event Executive's employment is terminated by the Company for Cause, or by Executive other than for Good Reason, all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, and Executive shall be entitled to only the Accrued Entitlements, and Executive shall have no right to any further payments or benefits, including but not limited to any Severance Benefits or any outstanding unvested Annual LTI Awards or payments or benefits; provided, however, that if such termination of employment is as a result of Executive's Elected Early Retirement that occurs during the Pre-Bonus Period, Executive will be eligible to be paid the same amount of Annual Bonus based on performance for the preceding calendar year that Executive would have been eligible to be paid if Executive's employment had continued (subject to the applicable level of achievement of specific performance criteria for such year, as determined by the Board or a committee thereof in its discretion) and which will be payable to Executive at the same time that Annual Bonuses are paid to Company executives who continue in employment with the Company (or if later within 30 days following any Release effectiveness), subject to Executive's timely provision of a Release.

(e) In the event Executive's employment is terminated by the Company due to Executive's death or disability, all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, and Executive shall be entitled to only the Accrued Entitlements and payment of a prorated target Annual Bonus (as described in Section 4.2) for the year in which such Date of Termination occurs based on ratio of the number of days during such calendar year that Executive was employed by the Company to the number of days in such calendar year and paid as soon thereafter as practicable after the Date of Termination. Executive shall have no right to any further payments or benefits, including but not limited to any Severance Benefits; provided, however, that if such termination occurs during the Pre-Bonus Period, Executive will be eligible to be paid an Annual Bonus (subject to the applicable level of achievement of specific performance criteria for such year, as determined by the Board or a committee thereof in its discretion) and which will be payable to Executive at the same time that Annual Bonuses are paid to Company executives who continue in employment with the Company (or if later within 30 days following any release effectiveness), subject to Executive or Executive's heirs timely providing an effective release of claims if then requested by the Company, in such form as is provided by the Company. In the event Executive's employment is terminated by the Company due to Executive's death or disability, all equity

awards granted to Executive prior to or after the Effective Date shall remain subject to the terms and conditions set forth in the applicable plan and form of award agreements.

ARTICLE VI
PROTECTION OF INFORMATION

6.1 Disclosure to and Property of the Company. For purposes of this Article VI, the term “the Company” shall include the Company and all of its subsidiaries, and any reference to “employment” or similar terms shall include a director and/or consulting relationship. All information, trade secrets, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed, disclosed to or acquired by Executive, individually or in conjunction with others, during the period of Executive’s employment by the Company (whether during business hours or otherwise and whether on the Company’s premises or otherwise, and whether during the Term or pre-dating the Term) that relate to the Company’s businesses, trade secrets, products or services (including all such information relating to corporate opportunities, strategies, business plans, product specifications, compositions, manufacturing and distribution methods and processes, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer’s organizations or within the organization of acquisition prospects, or production, marketing and merchandising techniques, prospective names and marks) and all writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression (collectively, “**Confidential Information**”) are and shall be the sole and exclusive property of the Company. Notwithstanding any of the preceding provisions of this Section 6.1 to the contrary, the term “Confidential Information” does not include (a) any information that, at the time of disclosure by the Company, is available to the public other than as a result of any act of Executive or (b) any information that becomes available to Executive on a non-confidential basis from a source other than the Company, provided that such source is not known by Executive to be bound by a confidentiality agreement with or other obligation of secrecy to the Company. Upon request by the Company, Executive shall promptly (i) disclose to the Company all Confidential Information in Executive’s custody or control and (ii) return to the Company all Confidential Information in Executive’s custody or control. Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type embodying any Confidential Information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression (collectively, “**Work Product**”) are and shall be the sole and exclusive property of the Company. Executive agrees to perform all actions reasonably requested by the Company to establish and confirm such exclusive ownership. Upon termination of Executive’s employment with the Company, for any reason, Executive promptly shall deliver such Confidential Information and Work Product, and all copies thereof, to the Company.

6.2 Disclosure to Executive. The Company shall (a) disclose to Executive and place Executive in a position to have access to or develop Confidential Information and Work Product of the Company, (b) entrust Executive with business opportunities of the Company, and (c) place Executive in a position to develop business goodwill on behalf of the Company.

6.3 No Unauthorized Use or Disclosure. Executive agrees to preserve and protect the confidentiality of all Confidential Information and Work Product of the Company. Executive agrees that Executive will not, at any time during or after the Term, make any unauthorized disclosure of, and Executive shall not remove from the Company premises, Confidential Information or Work Product of the Company, or make any use thereof, except, in each case, in the carrying out of Executive's responsibilities hereunder. Executive shall use all reasonable efforts to cause all persons or entities to whom any Confidential Information shall be disclosed by Executive hereunder to preserve and protect the confidentiality of such Confidential Information. Executive shall have no obligation hereunder to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by law; provided, however, that in the event disclosure is required by applicable law, Executive shall provide the Company with prompt notice of such requirement prior to making any such disclosure, so that the Company may seek an appropriate protective order. At the request of the Company at any time, Executive agrees to deliver to the Company all Confidential Information that Executive may possess or control. As a result of Executive's employment by the Company, Executive may also from time to time have access to, or knowledge of, confidential information or work product of third parties, such as customers, suppliers, partners, joint venturers, and the like, of the Company. Executive also agrees to preserve and protect the confidentiality of such third-party confidential information and work product.

6.4 Notice of Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Executive acknowledges that Executive shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and may use the trade secret information in the court proceeding, if Executive (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

6.5 Protected Activities. Notwithstanding the foregoing, nothing in this Agreement shall preclude Executive from: (a) reporting any good faith allegations of criminal conduct to appropriate officials; (b) participating in proceedings with or otherwise speaking to appropriate federal, state, or local enforcement agencies (including but not limited to the Equal Employment Opportunity Commission ("**EEOC**") or the National Labor Relations Board ("**NLRB**") (and any similar state or local entities or departments/divisions/commissions on human rights) or attorneys general); (c) making any truthful statements or disclosures permitted or required by law; (d) making other disclosures that are protected under whistleblower provisions of law; (e)

responding to inquiries from, or otherwise cooperating with, any governmental or regulatory investigation; (f) requesting or receiving confidential legal advice; (g) discussing or disclosing information about unlawful acts in the workplace, such as harassment, or discrimination, or retaliation or any other conduct that Executive has reason to believe is unlawful or that is recognized as a clear mandate against public policy; (h) engaging in concerted activity protected under the National Labor Relations Act; or (i) testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices when required or requested pursuant to court order, subpoena, or written request by an appropriate agency or entity (collectively, the “**Protected Activities**”); however, if Executive files any charge or complaint with a government agency, or if a government agency or other third party pursues any claim on Executive’s behalf, Executive waives any right to monetary or other individualized relief (either individually or as part of any collective or class action), other than an award or monetary recovery pursuant to the Securities and Exchange Commission’s whistleblower program. Executive does not have to notify the Company that Executive has made any such report or disclosure, and Executive is not required to obtain consent prior to making any such report or disclosure. However, in the event that Executive is compelled by law, including legal subpoena or court order, to provide information covered by this Agreement, Executive agrees to immediately provide written notice to the Company, via email to the Company’s Chief Legal Officer at pryan@skywardinsurance.com prior to such disclosure and will give the Company the ability to object to such disclosure, to the extent legally permissible.

6.6 Ownership by the Company. If, at any point during Executive’s employment by the Company, Executive creates any work of authorship fixed in any tangible medium of expression that is the subject matter of copyright (such as videotapes, written presentations, or acquisitions, computer programs, e-mail, voice mail, electronic databases, drawings, maps, architectural renditions, models, manuals, brochures, or the like) relating to the Company’s business, products, or services, whether such work is created solely by Executive or jointly with others (whether during business hours or otherwise and whether on the Company’s premises or otherwise), including any Work Product, the Company shall be deemed the author of such work if the work is prepared by Executive in the scope of Executive’s employment; or, if the work relating to the Company’s business, products, or services is not prepared by Executive within the scope of Executive’s employment but is specially ordered by the Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, or as an instructional text, then the work shall be considered to be work made for hire and the Company shall be the author of the work. If the work relating specifically to the Company’s business, products, or services is neither prepared by Executive within the scope of Executive’s employment nor a work specially ordered that is deemed to be a work made for hire during Executive’s employment by the Company, then Executive hereby agrees to assign, and by these presents does assign, to the Company all of Executive’s worldwide right, title, and interest in and to such work and all rights of copyright therein.

6.7 Assistance by Executive. During the Term, Executive shall assist the Company and its nominee, at any time, in the protection of the Company’s worldwide right, title and interest in and to Confidential Information and Work Product and the execution of all formal

assignment documents requested by the Company or its nominee(s) and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries. After Executive's employment with the Company terminates, at the request and reasonable expense of the Company, Executive shall assist the Company or its nominee(s) in the protection of the Company's worldwide right, title and interest in and to Confidential Information and Work Product and the execution of all formal assignment documents requested by the Company or its nominee and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries.

6.8 Remedies. Executive acknowledges that money damages would not be a sufficient remedy for any breach of this Article VI by Executive, and the Company shall be entitled to enforce the provisions of this Article VI by ceasing any payments or benefits then owing to Executive under Article V of this Agreement (including but not limited to any Severance Benefits or any right to continued vesting of Annual LTI Awards) and to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article VI but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Executive and Executive's agents. However, if it is determined that Executive has not committed a breach of this Article VI, then the Company shall resume the payments and benefits due under this Agreement and pay to Executive or Executive's Designee, if applicable, all payments and benefits that had been suspended pending such determination.

ARTICLE VII

RESTRICTIVE COVENANTS

7.1 Non-Competition; Non-Solicitation. Executive agrees to the non-competition and non-solicitation provisions of this Article VII in consideration for Executive being provided access to Confidential Information, Executive's continued employment, the compensation set forth herein (including Executive's eligibility for certain payments and other benefits upon termination by the Company without Cause or by Executive for Good Reason), and for other good and valuable consideration. In connection with the foregoing, Executive agrees to protect the trade secrets and Confidential Information of the Company disclosed or entrusted to Executive by the Company or created or developed by Executive for the Company, as applicable. Executive acknowledges that his agreement to the foregoing is an express incentive for the Company to enter into this Agreement, and that but for Executive's agreement, the Company should not have entered into this Agreement.

(a) Subject to the exceptions set forth in Section 7.1(b) below, Executive expressly covenants and agrees that during the Term and for two years thereafter (the "**Restricted Period**"), (i) Executive will refrain from carrying on or engaging in, directly or indirectly, any Competing Business in the Restricted Area and (ii) Executive will not, and Executive will cause Executive's affiliates not to, directly or indirectly, own, manage, operate, join, become an employee or board member of, partner in, owner or member of (or an independent contractor to), control or participate in, be connected with or loan money to, sell or lease equipment or property

to, or otherwise be affiliated with any business, individual, partnership, firm, corporation or other entity which engages in a Competing Business in the Restricted Area.

(b) Notwithstanding the restrictions contained in Section 7.1(a), Executive or any of Executive's affiliates may own an aggregate of not more than 1% of the outstanding stock of any class of any corporation engaged in a Competing Business if such stock is listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, without violating the provisions of Section 7.1(a); provided, however, that neither Executive nor any of Executive's affiliates has the power, directly or indirectly, to control or direct the management or affairs of any such corporation and is not involved in the management of such corporation.

(c) Executive further expressly covenants and agrees that during the Restricted Period, Executive will not, and Executive will cause Executive's affiliates not, to (i) solicit the engagement or employment of, or hire, any person who was an officer or employee of the Company and with whom Executive worked during the twelve (12) month period prior to Executive's Date of Termination, or (ii) solicit, approach or entice away or cause to be solicited, approached or enticed away from the Company any person or entity (A) who, during the Term, was a customer, client, or policyholder of the Company or any of its subsidiaries and (B) with whom Executive worked or solicited business during the Term or about whom Executive had Confidential Information.

(e) Before accepting employment with any other person or entity during the Restricted Period, Executive will inform such person or entity of the restrictions contained in this Article VII.

7.2 Relief. Executive and the Company agree and acknowledge that the limitations as to time, geographical area and scope of activity to be restrained as set forth in Section 7.1 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company. Executive and the Company also acknowledge that money damages would not be sufficient remedy for any breach of this Article VII by Executive, and the Company shall be entitled to enforce the provisions of this Article VII by terminating payments then owing to Executive under this Agreement or otherwise (including but not limited to any Severance Benefits or any right to continued vesting of Annual LTI Awards) and to specific performance and injunctive relief as remedies for such breach or any threatened breach as provided by Section 8.3. Such remedies shall not be deemed the exclusive remedies for a breach of this Article VII but shall be in addition to all remedies available under this Agreement, at law or in equity, including the recovery of damages from Executive and Executive's agents. However, if it is determined by a court of competent jurisdiction or an arbitrator, as the case may be in accordance with Article VII, that Executive has not committed a breach of this Article VII, then the Company shall resume the payments and benefits due under this Agreement and pay to Executive all payments and benefits that had been suspended pending such determination. For avoidance of doubt, if it is determined that Executive has breached the Continuing Obligations to Vesting, and Executive's then-unvested LTI Awards are terminated, forfeited and cancelled as a result thereof, the restrictions in this Section 7.1 shall no longer apply.

7.3 Reasonableness; Enforcement. Executive hereby represents to the Company that Executive has read and understands, and agrees to be bound by, the terms of this Article VII. Executive acknowledges that he shall be a member of the Company's executive and management personnel, and that the geographic scope and duration of the covenants contained in this Article VII are the result of arm's-length bargaining and are fair and reasonable in light of (a) the nature and wide geographic scope of the operations of the Business, (b) Executive's level of control over and contact with the Business in all jurisdictions in which it is conducted, (c) the fact that the Business is conducted throughout the Restricted Area, and (d) the amount of Confidential Information and equity reflecting the goodwill of the Company that Executive is receiving in connection with the performance of Executive's duties hereunder. It is the desire and intent of the parties that the provisions of this Article VII be enforced to the fullest extent permitted under applicable Legal Requirements, whether now or hereafter in effect and therefore, to the extent permitted by applicable Legal Requirements, Executive and the Company hereby waive any provision of applicable Legal Requirements that would render any provision of this Article VII invalid or unenforceable.

7.4 Reformation. The Company and Executive agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Article VII would cause irreparable injury to the Company. Executive understands that the foregoing restrictions may limit Executive's ability to engage in certain activities in the Restricted Area during the Restricted Period, but acknowledges Executive's skills are such that Executive can be gainfully employed in non-competitive employment, and that restrictions in this Article VII will not prevent Executive from earning a living. Nevertheless, if any of the aforesaid restrictions are found by a court of competent jurisdiction or an arbitrator, as the case may be in accordance with Article VIII, to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions herein set forth to be modified by the court of competent jurisdiction or the arbitrator making such determination, as the case may be in accordance with Article VIII, so as to be reasonable and enforceable and, as so modified, to be fully enforced. By agreeing to this contractual modification prospectively at this time, the Company and Executive intend to make this provision enforceable under the law or laws of all applicable States, Provinces, and other jurisdictions so that the entire agreement not to compete or solicit and this Agreement as prospectively modified shall remain in full force and effect and shall not be rendered void or illegal.

ARTICLE VIII **DISPUTE RESOLUTION**

8.1 Arbitration. Subject to Section 8.3, all claims or disputes relating to, arising from, or in connection with Executive's employment with the Company, the termination thereof, this Agreement, or the termination thereof, including any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this Agreement, including this Section 8.1 (in each case, a "**Dispute**"), with the sole exception of the Company seeking injunctive relief for any breach or threatened breach by Executive of this Agreement as provided in Section 8.3, shall be settled by binding confidential

arbitration before the American Arbitration Association (“AAA”), under the Employment/Workplace Arbitration Rules and Mediation Procedures, available at 2025_employment_arbitration_rules.pdf. Either party may, by providing written notice (the “*Arbitration Notice*”) to the other party, demand arbitration of the dispute as set out below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration, subject to Section 8.3. The arbitration shall be governed by the Federal Arbitration Act.

8.2 Procedure; WAIVER OF JURY TRIAL. The Dispute shall be submitted for final and binding arbitration in the State of Texas in accordance with the then-applicable rules for resolution of commercial disputes of the AAA. The substantive law of the State of Texas shall apply to any arbitration proceeding filed pursuant to this Agreement. The arbitration shall be conducted by a single arbitrator licensed to practice law for at least ten (10) years who is a former judge, chosen pursuant to the then-applicable rules for resolution of commercial disputes of the AAA (the “*Arbitrator*”). The results of the arbitration and the decision of the Arbitrator will be final and binding on the parties and each party agrees and acknowledges that these results shall be enforceable in a court of law. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. The Arbitrator shall have the authority to award the same remedies, damages, and costs that a court could award, including but not limited to the right to award injunctive relief in accordance with the other provisions of this Agreement. In the event either party must resort to the judicial process to enforce the award of an arbitrator or equitable relief granted by an arbitrator, the party seeking enforcement shall be entitled to recover from the other party all costs of litigation including, but not limited to, reasonable attorney’s fees and court costs. All proceedings conducted pursuant to this agreement to arbitrate, including any order, decision or award of the arbitrator, shall be kept confidential by all parties. The arbitrability of any Dispute shall be determined by the Arbitrator. Should Executive or the Company have a Dispute against the other party that are deemed to not be arbitrable, those Disputes shall be stayed and the arbitrable Disputes shall be arbitrated and fully resolved before the stayed claims are addressed. This agreement to arbitrate shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including but not limited to any claim for: (a) workers’ compensation or unemployment benefits; or (b) disputes or claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan. **THE PARTIES ACKNOWLEDGE THAT, BY SIGNING THIS AGREEMENT, THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL.** The Arbitrator’s authority to resolve and make written awards is limited to claims between Executive and the Company alone. EXECUTIVE AGREES TO BRING ANY DISPUTE SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 8.2 ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS OR COLLECTIVE BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY SUCH DISPUTE TO BE BROUGHT, HEARD, OR RESOLVED AS A CLASS OR COLLECTIVE, REPRESENTATIVE ACTION, OR AS A MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Executive understands and acknowledges that nothing in this Agreement restricts Executive from filing a charge with or participating in any investigation or proceeding conducted by a Governmental Authority.

8.3 Injunctive Relief and Specific Performance. Executive and the Company further acknowledge and agree that, as the sole exception to arbitration provided in Section 8.1 and 8.2, the Company shall have the right to seek emergency, temporary, or injunctive relief or specific performance, including claims arising under Articles VI and VII hereunder, in a court of competent jurisdiction without posting a bond and without giving notice to the maximum extent permitted by law, and such court shall have the power to maintain the status quo pending the arbitration of any dispute under this Article VIII; in such event, Executive hereby consents to the non-exclusive jurisdiction, forum, and venue of the state and federal courts located in the State of Delaware, and hereby waives any objection to the jurisdiction, forum, and venue of such court.

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) when received if delivered personally or by courier, (b) on the date receipt is acknowledged if delivered by certified mail, postage prepaid, return receipt requested, or (c) one day after transmission if sent by facsimile transmission with confirmation of transmission or email, as follows:

To Executive: []

Address:

Email:

To the Company: Skyward Specialty Insurance Group, Inc.

Attention: Thomas Schmitt

Address: 800 Gessner Road, Suite 600,
Houston, TX 77024

Email: [REDACTED]

With a copy to:

Patricia A. Ryan
[REDACTED]

or to such other address as either Party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

9.2 Applicable Law. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Texas, without regard to conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

9.3 No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this

Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

9.4 Severability. If a court of competent jurisdiction or an arbitrator, as the case may be pursuant to Article VIII, determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

9.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

9.6 Withholding of Taxes and Other Employee Deductions. The Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city and other taxes and withholdings as may be required pursuant to any law or governmental regulation or ruling and all other customary deductions made with respect to the Company's employees generally.

9.7 Successors. This Agreement shall be binding upon and inure to the benefit of the Company and any successor of the Company. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the parties hereunder, are personal and neither this Agreement, nor any right, benefit or obligation of either party hereto, shall be subject to voluntary or involuntary assignment, alienation or transfer, whether by operation of law or otherwise, without the prior written consent of the other party. In addition, any payment owed to Executive hereunder after the date of Executive's death shall be paid to Executive's estate.

9.8 Term. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination. Without limiting the scope of the preceding sentence, the provisions of Articles V, VI, VII, VIII and IX shall survive any termination of the employment relationship and/or of this Agreement.

9.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to employment of Executive by the Company. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof, including but not limited to the Offer Letter and the Confidentiality and Non-Solicitation Agreement, are hereby expressly superseded and are deemed null and void and of no further force and effect.

9.10 Modification; Waiver. Any modification to or waiver of this Agreement will be effective only if it is in writing and signed by the Parties to this Agreement.

9.11 Actions by the Board. Any and all determinations or other actions required of the Board hereunder that relate specifically to Executive's employment by the Company or the terms and conditions of such employment shall be made by the members of the Board other than Executive if Executive is a member of the Board, and Executive shall not have any right to vote or decide upon any such matter.

9.12 Section 409A. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for this purpose each payment shall constitute a "separately identified" amount within the meaning of Treasury Regulation §1.409A-2(b)(2). In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code ("**409A Penalties**"), the Company and the Executive shall cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. Notwithstanding any other provision in this Agreement, if Executive is a "specified employee," as defined in Section 409A of the Code, as of the date of Executive's Date of Termination, then to the extent any amount payable to Executive (i) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (ii) is payable upon Executive's separation from service and (iii) under the terms of this Agreement would be payable prior to the six-month anniversary of Executive's Date of Termination, to the extent necessary to avoid the imposition of excise taxes pursuant to Section 409A, such payment shall be delayed until the earlier to occur of (a) the first business day following the six-month anniversary of the Date of Termination and (b) the date of Executive's death. The right to any reimbursement or in-kind benefit pursuant to this Agreement or otherwise shall not be subject to liquidation or exchange for any other benefit.

9.13 Section 280G. Notwithstanding anything to the contrary contained in this Agreement, in the event that it shall be (or is subsequently) determined that any payment, benefit or acceleration of vesting by the Company to or for the benefit of Executive (whether pursuant to the terms of this Agreement or otherwise) would be subject to the excise tax imposed by Section 4999 of the Code, then the payments and benefits payable to Executive shall be reduced (or appropriately adjusted) to an amount that is one dollar less than the smallest amount that would give rise to such excise tax (the "**Reduced Amount**") if and only if such Reduced Amount would be greater than the net after-tax proceeds (taking into account both the excise tax and any interest or penalties payable by Executive with respect thereto) of the unreduced payments and benefits payable to Executive. If the payments and benefits payable under this Agreement are required to be reduced pursuant to this Section 9.13, there shall be no discretion in the ordering of the payments payable under this Agreement so reduced, and such reductions shall be applied first to the Severance Payment under Section 5.1(b)(i) of this Agreement, and if further reductions are necessary, such reduction shall be applied on a prorated basis to all the other payments and benefits payable under this Agreement. For the avoidance of doubt, in no event shall the Company be responsible for any excise taxes payable under Section 4999 of the Code.

[Signatures on following page(s)]

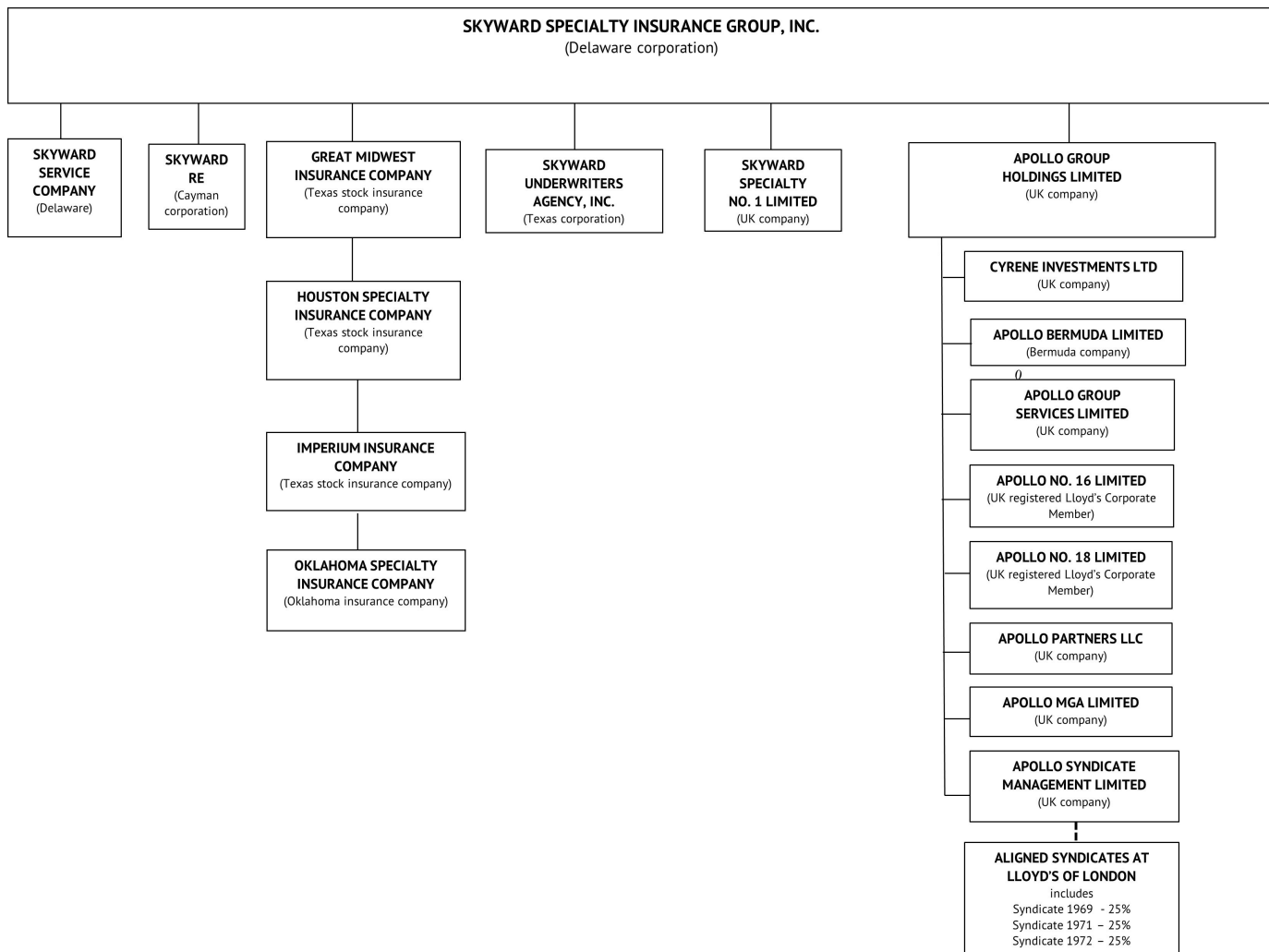
IN WITNESS WHEREOF, each of the Parties hereto has caused this Employment Agreement to be executed on the Effective Date.

Skyward Specialty Insurance Group, Inc.

By:____
Name: Thomas N. Schmitt
Title: Chief People and Administrative Officer

Name

[Signature Page to Form of Executive Employment Agreement]



**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew Robinson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Skyward Specialty Insurance Group, 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: May 11, 2026

By: /s/ Andrew Robinson
Name: Andrew Robinson
Title: Chairman and Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Mark Haushill, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Skyward Specialty Insurance Group, 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: May 11, 2026

By: /s/ Mark Haushill
Name: Mark Haushill
Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Skyward Specialty Insurance Group, Inc. (the "Company") for the three months ended March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Andrew Robinson, as Chief Executive Officer of the Company, and Mark Haushill, Chief Financial Officer, hereby certify pursuant to Title 18, Chapter 63, Section 1350 of the United States Code, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 11, 2026

By: /s/ Andrew Robinson

Name: Andrew Robinson

Title: Chairman and Chief Executive Officer

Date: May 11, 2026

By: /s/ Mark Haushill

Name: Mark Haushill

Title: Chief Financial Officer