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 September 30, 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	**14-1957288**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
800 Gessner Road, Suite 600 Houston, Texas	**77024-4284**
(Address of Principal Executive Offices)	(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 October 30, 2026, the registrant had 44,413,449 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)

($ in thousands, except share and per share amounts)	**September 30, 2026 (Unaudited)**	December 31, 2025
Assets		
Investments:		
Fixed maturity securities, available-for-sale, at fair value (net of allowance for credit losses of $5,910 and $7,000, respectively) (amortized cost of $2,265,283 and $1,848,755, respectively)	**$ 2,191,576**	$ 1,856,303
Fixed maturity securities, held-to-maturity, at amortized cost (net of allowance for credit losses of $4,228 and $468, respectively)	**26,446**	32,822
Equity securities, at fair value	**1,088**	1,174
Mortgage loans, at fair value	**6,712**	9,902
Equity method investments	**62,686**	77,365
Other long-term investments	**66,847**	58,650
Short-term investments, at fair value	**531,449**	264,299
Total investments	**2,886,804**	2,300,515
Cash and cash equivalents	**187,615**	168,544
Restricted cash	**96,675**	30,570
Funds at Lloyd's	**121,630**	2,509
Options, at fair value	**31,846**	34,857
Premiums and commissions receivable, net	**1,091,077**	544,217
Reinsurance recoverables, net	**1,460,189**	1,119,880
Ceded unearned premium	**389,749**	238,948
Deferred policy acquisition costs and VOBA	**190,373**	136,100
Deferred tax assets	**65,773**	27,865
Goodwill and intangible assets, net	**469,054**	88,040
Other assets	**155,661**	99,807
Total assets	**$ 7,146,446**	$ 4,791,852
Liabilities and stockholders' equity		
Liabilities:		
Reserves for losses and loss adjustment expenses	**$ 3,208,137**	$ 2,318,894
Unearned premiums	**1,225,726**	774,035
Deferred ceding commission	**62,708**	46,453
Reinsurance and premium payables	**565,980**	279,888
Funds held for others	**151,163**	128,003
Deferred tax liabilities	**66,924**	—
Accounts payable and accrued liabilities	**152,910**	115,034
Notes payable	**417,037**	100,411
Subordinated debt, net of debt issuance costs	**19,593**	19,569
Total liabilities	**5,870,178**	3,782,287
Stockholders' equity		
Common stock, $0.01 par value, 500,000,000 shares authorized, 44,846,532 shares issued and 44,413,449 shares outstanding at September 30, 2026; 40,511,222 shares issued and outstanding at December 31, 2025	**448**	405
Treasury stock, at cost, 433,083 and 0 shares, respectively	**(19,552)**	—
Additional paid-in capital	**933,877**	730,555
Accumulated other comprehensive (loss) income	**(54,218)**	11,457
Retained earnings	**415,713**	267,148
Total stockholders' equity	**1,276,268**	1,009,565
Total liabilities and stockholders' equity	**$ 7,146,446**	$ 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 September 30,**		**Nine months ended September 30,**	
	2026	2025	**2026**	2025
Revenues:				
Net earned premiums	**$ 406,864**	$ 351,797	**$ 1,285,343**	$ 947,705
Underwriting fee income	**11,000**	—	**33,666**	—
Commission and fee income	**3,118**	1,904	**6,979**	6,440
Net investment income	**33,879**	22,014	**91,661**	60,140
Net investment gains	**466**	7,047	**3,050**	16,887
Other income (loss)	**14**	(236)	**42**	(216)
Total revenues	**455,341**	382,526	**1,420,741**	1,030,956
Expenses:				
Losses and loss adjustment expenses	**251,036**	213,780	**793,000**	582,351
Underwriting, acquisition and insurance expenses	**118,002**	101,676	**365,897**	273,823
Fee-based service expenses	**4,075**	—	**12,807**	—
Interest expense	**6,997**	1,919	**23,528**	5,629
Amortization expense	**8,843**	455	**26,529**	1,164
Other expenses	**2,744**	4,149	**9,703**	6,212
Total expenses	**391,697**	321,979	**1,231,464**	869,179
Income before income taxes	**63,644**	60,547	**189,277**	161,777
Income tax expense	**13,848**	14,646	**40,712**	34,979
Net income	**$ 49,796**	$ 45,901	**$ 148,565**	$ 126,798
Comprehensive income				
Net income	**$ 49,796**	$ 45,901	**$ 148,565**	$ 126,798
Other comprehensive (loss) income:				
Unrealized gains and losses on investments:				
Net change in unrealized (losses) gains on investments, net of tax	**(47,742)**	6,740	**(65,584)**	30,000
Reclassification adjustment for gains on securities no longer held, net of tax	**849**	5,465	**861**	1,659
Foreign currency translation adjustment	**(234)**	—	**(952)**	—
Total other comprehensive (loss) income	**(47,127)**	12,205	**(65,675)**	31,659
Comprehensive income	**$ 2,669**	$ 58,106	**$ 82,890**	$ 158,457
Per share data:				
Basic earnings per share	**$ 1.12**	$ 1.13	**$ 3.34**	$ 3.14
Diluted earnings per share	**$ 1.09**	$ 1.10	**$ 3.26**	$ 3.03
Weighted-average common shares outstanding				
Basic	**44,405,132**	40,487,069	**44,462,989**	40,377,864
Diluted	**45,799,617**	41,868,449	**45,618,514**	41,784,976

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 September 30,	
	2026	2025
Common shares:		
Balance at beginning of period	**44,396,493**	40,486,656
Issuance of shares	**16,956**	709
Balance at September 30,	**44,413,449**	40,487,365
Treasury shares:		
Balance at beginning of period	**(431,006)**	—
Shares acquired	**(2,077)**	—
Balance at September 30,	**(433,083)**	—
Common stock:		
Balance at beginning of period	**$ 448**	$ 405
Balance at September 30,	**$ 448**	$ 405
Treasury stock:		
Balance at beginning of period	**$ (19,427)**	$ —
Treasury stock acquired	**(125)**	—
Balance at September 30,	**$ (19,552)**	$ —
Additional paid-in capital:		
Balance at beginning of period	**$ 927,690**	$ 724,159
Share-based compensation	**6,187**	3,402
Balance at September 30,	**$ 933,877**	$ 727,561
Accumulated other comprehensive loss:		
Balance at beginning of period	**$ (7,091)**	$ (2,666)
Other comprehensive (loss) income, net of tax	**(47,127)**	12,205
Balance at September 30,	**$ (54,218)**	$ 9,539
Retained earnings:		
Balance at beginning of period	**$ 365,917**	$ 178,017
Net income	**49,796**	45,901
Balance at September 30,	**$ 415,713**	$ 223,918
Total stockholders' equity	**$ 1,276,268**	$ 961,423

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)	Nine months ended September 30, **2026**	2025
Common shares:		
Balance at beginning of year	**40,511,222**	40,127,908
Issuance of shares	**3,902,227**	359,457
Balance at September 30,	**44,413,449**	40,487,365
Treasury shares:		
Balance at beginning of year	**—**	—
Shares acquired	**(433,083)**	—
Balance at September 30,	**(433,083)**	—
Common stock:		
Balance at beginning of year	**$ 405**	$ 401
Issuance of common stock	**43**	4
Balance at September 30,	**$ 448**	$ 405
Treasury stock:		
Balance at beginning of year	**$ —**	$ —
Treasury stock acquired	**(19,552)**	—
Balance at September 30,	**$ (19,552)**	$ —
Additional paid-in capital:		
Balance at beginning of year	**$ 730,555**	$ 718,598
Issuance of common stock	**203,322**	8,963
Balance at September 30,	**$ 933,877**	$ 727,561
Accumulated other comprehensive loss:		
Balance at beginning of year	**$ 11,457**	$ (22,120)
Other comprehensive (loss) income, net of tax	**(65,675)**	31,659
Balance at September 30,	**$ (54,218)**	$ 9,539
Retained earnings:		
Balance at beginning of year	**$ 267,148**	$ 97,120
Net income	**148,565**	126,798
Balance at September 30,	**$ 415,713**	$ 223,918
Total stockholders' equity	**$ 1,276,268**	$ 961,423

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)	Nine months ended September 30, **2026**	2025
Cash flows from operating activities:		
Net income	**$ 148,565**	$ 126,798
Adjustments to reconcile net income to net cash provided by operating activities	**240,738**	229,510
Net cash provided by operating activities	**389,303**	356,308
Cash flows from investing activities:		
Acquisitions, net of cash acquired	**(196,699)**	(2,000)
Purchase of fixed maturity securities, available-for-sale	**(644,190)**	(664,018)
Purchase of equity securities	**—**	(13,213)
Purchase of equity method investments and other long-term investments	**(8,248)**	(3,222)
Investment in direct and indirect loans	**2,882**	15,412
Purchases (sales) of property and equipment	**1,795**	(3,747)
Proceeds from the sales of fixed maturity securities, available-for-sale	**289,103**	61,461
Maturities, calls, transfers and paydowns of fixed maturity securities, available-for-sale	**162,314**	122,761
Maturities, calls and paydowns of fixed maturity securities held-to-maturity	**1,741**	3,506
Proceeds from the sales of equity securities	**—**	126,738
Sales of and distributions from equity method and other long-term investments	**11,543**	9,274
Change in short-term investments	**(80,269)**	27,562
Change in receivable/payable for securities	**466**	—
Cash (used in) provided by deposit accounting	**(26,381)**	3,918
Net cash used in investing activities	**(485,943)**	(315,568)
Cash flows from financing activities:		
Proceeds from issuance of common stock	**400**	—
Proceeds from long term borrowings	**371,089**	—
Payments on long term borrowings	**(51,000)**	—
Treasury stock acquired	**(19,552)**	—
Net cash provided by financing activities	**300,937**	—
Net increase in cash and cash equivalents, restricted cash and funds at Lloyd's	**204,297**	40,740
Cash and cash equivalents, restricted cash and funds at Lloyd's at beginning of period[(1)]	**201,623**	157,525
Cash and cash equivalents, restricted cash and funds at Lloyd's at end of period[(1)]	**$ 405,920**	$ 198,265
Supplemental disclosure of cash flow information:		
Cash paid for interest	**$ 20,343**	$ 4,671

[(1)] The sum of cash and cash equivalents, restricted cash and funds at Lloyd's 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., 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.

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.

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 ten Lloyd's syndicates.

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. Apollo's wholly managed

1. Summary of Significant Accounting Policies (continued)

syndicates include Syndicate 1969, which underwrites a diversified specialty portfolio; Syndicate 1971, which focuses on digital-economy and technology-enabled risks; and Syndicate 1972, which serves as a quota share reinsurance vehicle for Syndicates 1969 and 1971, assuming a proportional share of their underwriting risks and results.

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 commissions are contingent on syndicate profitability and are 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 stockholders' 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 stockholders' 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.

2. Goodwill and Intangible Assets

The following tables set forth the carrying amount and changes in the balance of goodwill by reporting unit at September 30, 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 September 30, 2026	**$ 46,756**	**$ 6,781**	**$ 10,204**	**$ 125,408**	**$ 1,993**	**$ 191,142**

($ 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 September 30, 2025	$ 46,756	$ 6,781	$ 10,204	$ 1,993	$ 65,734

The following tables set forth the carrying amount and changes in the balance of other intangible assets at September 30, 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	**(3,769)**	**—**	**(2,625)**	**—**	**—**	**(6,394)**
Net balance at September 30, 2026	**$ 30,519**	**$ —**	**$ 33,374**	**$ 200,000**	**$ 14,019**	**$ 277,912**

($ 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)
Additions	2,000	—	—	—	2,000
Amortization	(931)	—	—	—	(931)
Net balance at September 30, 2025	$ 7,665	$ —	$ 999	$ 14,019	$ 22,683

The Company's indefinite lived intangible assets relate to insurance licenses, certain trademarks and Lloyd's syndicates capacity. Its finite lived intangible assets, which relate to policy renewals, agency relationships, certain trademarks acquired in connection with the Apollo acquisition, syndicates capacity relationships and non-compete and exclusivity agreements, have a weighted average useful life of approximately 9 years as of September 30, 2026.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

2. Goodwill and Intangible Assets (continued)

During the three and nine months ended September 30, 2026, the Company recognized approximately $2.1 million and $6.4 million, respectively, of amortization expense, compared to $0.3 million and $0.9 million, respectively, for the same 2025 periods. The following table sets forth the estimated future net amortization expense of intangible assets:

($ in thousands)	Amount
Remainder of 2026	**$ 2,131**
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 September 30, 2026 and December 31, 2025:

($ in thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
September 30, 2026					
Fixed maturity securities, available-for-sale:					
U.S. government securities	**$ 140,625**	**$ 10**	**$ (4,353)**	**$ —**	**$ 136,282**
Non U.S government securities	**2,696**	**—**	**(101)**	**—**	**2,595**
Corporate securities and miscellaneous	**833,595**	**2,238**	**(22,086)**	**(5,910)**	**807,837**
Municipal securities	**108,460**	**116**	**(6,452)**	**—**	**102,124**
Residential mortgage-backed securities	**454,211**	**813**	**(26,459)**	**—**	**428,565**
Commercial mortgage-backed securities	**82,311**	**181**	**(1,051)**	**—**	**81,441**
Other asset-backed securities	**643,385**	**999**	**(11,652)**	**—**	**632,732**
Total fixed maturity securities, available-for-sale	**$ 2,265,283**	**$ 4,357**	**$ (72,154)**	**$ (5,910)**	**$ 2,191,576**
Fixed maturity securities, held-to-maturity:					
Other asset-backed securities	**$ 30,674**	**$ 634**	**$ —**	**$ (4,228)**	**$ 27,080**
Total fixed maturity securities, held-to-maturity	**$ 30,674**	**$ 634**	**$ —**	**$ (4,228)**	**$ 27,080**

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

3. Investments (continued)

($ in thousands)	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	$ 1,848,755	$ 31,378	$ (16,830)	$ (7,000)	$ 1,856,303
Fixed maturity securities, held-to-maturity:					
Other asset-backed securities	$ 33,290	$ 829	$ (48)	$ (468)	$ 33,603
Total fixed maturity securities, held-to-maturity	$ 33,290	$ 829	$ (48)	$ (468)	$ 33,603

The following table sets forth the amortized cost and fair value of available-for-sale fixed maturity securities by contractual maturity at September 30, 2026:

($ in thousands)	Amortized Cost	Fair Value
Due in less than one year	**$ 42,683**	**$ 42,676**
Due after one year through five years	**597,748**	**579,322**
Due after five years through ten years	**314,097**	**302,656**
Due after ten years	**130,848**	**124,184**
Mortgage-backed securities	**536,522**	**510,006**
Other asset-backed securities	**643,385**	**632,732**
Total	**$ 2,265,283**	**$ 2,191,576**

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 September 30, 2026 consisted entirely of asset-backed securities that were not due at a single maturity date.

At September 30, 2026, the Company had U.S. government agencies mortgage-backed fixed maturity securities, with a carrying value of approximately $164.0 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 September 30, 2026, the Company had assets with fair values of approximately $91.8 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 $71.1 million are residential mortgage-backed securities, $18.5 million of cash and cash equivalents and other assets and $2.2 million of short-term investments.

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 September 30, 2026 and December 31, 2025:

	Less than 12 Months		12 Months or More		Total	
($ in thousands)	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
September 30, 2026						
Fixed maturity securities, available-for-sale:						
U.S. government securities	**$ 126,545**	**$ (4,353)**	**$ —**	**$ —**	**$ 126,545**	**$ (4,353)**
Non-U.S. government securities	**2,595**	**(101)**	**—**	**—**	**2,595**	**(101)**
Corporate securities and miscellaneous	**626,827**	**(20,057)**	**32,722**	**(2,029)**	**659,549**	**(22,086)**
Municipal securities	**68,152**	**(3,720)**	**18,056**	**(2,732)**	**86,208**	**(6,452)**
Residential mortgage-backed securities	**342,259**	**(14,493)**	**57,156**	**(11,966)**	**399,415**	**(26,459)**
Commercial mortgage-backed securities	**39,965**	**(465)**	**5,036**	**(586)**	**45,001**	**(1,051)**
Other asset-backed securities	**419,990**	**(10,365)**	**7,992**	**(1,287)**	**427,982**	**(11,652)**
Total fixed maturity securities, available-for-sale	**1,626,333**	**(53,554)**	**120,962**	**(18,600)**	**1,747,295**	**(72,154)**
Fixed maturity securities, held-to-maturity:						
Other asset-backed securities	**27,080**	**—**	**—**	**—**	**27,080**	**—**
Total fixed maturity securities, held-to-maturity:	**27,080**	**—**	**—**	**—**	**27,080**	**—**
Total	**$ 1,653,413**	**$ (53,554)**	**$ 120,962**	**$ (18,600)**	**$ 1,774,375**	**$ (72,154)**

3. Investments (continued)

($ 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)

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 September 30, 2026, the Company had 1,671 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 September 30, 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.

3. Investments (continued)

- *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 nine months ended September 30, 2026 and 2025:

($ in thousands)	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	**$ 6,500**	**$ 301**
Write-offs	**—**	**1,955**
Recoveries of amounts previously written off	**(272)**	**—**
Balance at June 30, 2026	**$ 6,228**	**$ 2,256**
Current period provision for credit losses	**—**	**1,972**
Write-offs	—	—
Recoveries of amounts previously written off	**(318)**	**—**
Balance at September 30, 2026	**$ 5,910**	**$ 4,228**

	Fixed Maturity Securities, Available-For-Sale	Fixed Maturity Securities, Held-to-Maturity
Balance at December 31, 2024	$ —	$ 243
Current period provision for credit losses	—	7
Balance at March 31, 2025	$ —	$ 250
Current period provision for credit losses	6,150	18
Balance at June 30, 2025	$ 6,150	$ 268
Current period provision for credit losses	850	—
Recoveries of amounts previously written off	—	(32)
Balance at September 30, 2025	$ 7,000	$ 236

3. Investments (continued)

The following table sets forth the components of net investment gains for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Gross realized gains				
Fixed maturity securities, available-for-sale	**$ 952**	$ 701	**$ 3,923**	$ 1,606
Equity securities	**—**	17,076	**—**	34,262
Other	**(1,991)**	275	**(3,780)**	871
Total	**(1,039)**	18,052	**143**	36,739
Gross realized losses				
Fixed maturity securities, available-for-sale	**(634)**	(1,191)	**(2,239)**	(9,788)
Equity securities	**—**	(745)	**—**	(3,000)
Other	**(305)**	(82)	**(1,000)**	(387)
Total	**(939)**	(2,018)	**(3,239)**	(13,175)
Net unrealized gains (losses) on investments				
Equity securities	**(53)**	(14,551)	**(86)**	(22,900)
Mortgage loans	**92**	(69)	**191**	195
Other	**2,405**	5,633	**6,041**	16,028
Net investment gains	**$ 466**	$ 7,047	**$ 3,050**	$ 16,887

The following table sets forth the proceeds from sales of available-for-sale fixed maturity securities and equity securities for the nine months ended September 30, 2026 and 2025:

	Nine months ended September 30,	
($ in thousands)	**2026**	2025
Fixed maturity securities, available-for-sale	**$ 289,103**	$ 61,461
Equity securities	**—**	126,738

The following table sets forth the components of net investment income for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Income (loss):				
Fixed maturity securities, available-for-sale	**$ 22,735**	$ 21,354	**$ 78,025**	$ 57,095
Fixed maturity securities, held-to-maturity	**403**	(453)	**(271)**	(453)
Equity securities	**18**	95	**55**	1,204
Equity method investments	**(741)**	345	**(3,095)**	(2,541)
Mortgage loans	**163**	283	**(211)**	1,214
Indirect loans	**(1,187)**	(1,504)	**(7,292)**	(6,494)
Short-term investments and cash	**1,383**	3,260	**7,320**	10,159
Other	**12,257**	670	**19,662**	2,640
Total investment income	**35,031**	24,050	**94,193**	62,824
Investment expenses	**(1,152)**	(2,036)	**(2,532)**	(2,684)
Net investment income	**$ 33,879**	$ 22,014	**$ 91,661**	$ 60,140

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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Fixed maturity securities	**$ (59,588)**	$ 15,505	**$ (82,350)**	$ 40,192
Deferred income taxes	**12,461**	(3,300)	**16,675**	(8,533)
Total	**$ (47,127)**	$ 12,205	**$ (65,675)**	$ 31,659

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

4. Fair Value Measurements (continued)

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.

The following table sets forth the range of the discount rate as of September 30, 2026 and December 31, 2025:

	September 30, 2026	December 31, 2025
High	**14.29 %**	11.10 %
Low	**4.66 %**	4.25 %
Weighted average	**7.15 %**	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 Mortgage loan portfolio now holds a single loan, following a foreclosure and the transfer out of another loan. The spread factor on this remaining loan was 8.09% as of September 30, 2026. The portfolio carried a weighted average spread of 7.74%, with a high of 8.09% and low of 6.54% as of December 31, 2025.

Derivatives

Options, at fair value on the Company's condensed consolidated balance sheets 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.

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4. Fair Value Measurements (continued)

The following tables set forth the Company's investments and derivatives within the fair value hierarchy at September 30, 2026 and December 31, 2025:

September 30, 2026				
($ in thousands)	Level 1	Level 2	Level 3	Total
Fixed maturity securities, available-for-sale:				
U.S. government securities	**$ 136,282**	**$ —**	**$ —**	**$ 136,282**
Non U.S government securities	**—**	**2,595**	**—**	**2,595**
Corporate securities and miscellaneous	**—**	**643,303**	**164,534**	**807,837**
Municipal securities	**—**	**102,124**	**—**	**102,124**
Residential mortgage-backed securities	**—**	**428,565**	**—**	**428,565**
Commercial mortgage-backed securities	**—**	**81,441**	**—**	**81,441**
Other asset-backed securities	**—**	**615,721**	**17,011**	**632,732**
Total fixed maturity securities, available-for-sale	**136,282**	**1,873,749**	**181,545**	**2,191,576**
Fixed maturity securities, held-to-maturity:				
Other asset-backed securities	**—**	**—**	**27,080**	**27,080**
Total fixed maturity securities, held-to-maturity	**—**	**—**	**27,080**	**27,080**
Equity securities:				
Preferred stocks	**—**	**1,088**	**—**	**1,088**
Total equity securities	**—**	**1,088**	**—**	**1,088**
Mortgage loans	**—**	**—**	**6,712**	**6,712**
Short-term investments	**531,449**	**—**	**—**	**531,449**
Derivatives	**31,846**	**—**	**—**	**31,846**
Total	**$ 699,577**	**$ 1,874,837**	**$ 215,337**	**$ 2,789,751**

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4. Fair Value Measurements (continued)

December 31, 2025 *($ in thousands)*	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

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 changes in the fair value of instruments carried at fair value with a Level 3 measurement during the nine months ended September 30, 2026 and 2025:

($ in thousands)	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)
Issuances	—	—
Settlements	—	—
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
Total gains 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	$ —	$ —
Total (losses) gains for the period recognized in net investment gains	(161)	130
Issuances	—	—
Settlements	—	—
Transfers into Level 3	643	—
Purchases	3,458	—
Sales/Disposals	(5,518)	—
Total unrealized gains for the period recognized in accumulated comprehensive income (loss)	(49)	—
Balance at June 30, 2026	$ 157,823	$ 9,218
Total gains 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	$ —	$ —
Total losses for the period recognized in net investment gains	157	92
Total losses for the period recognized in losses and loss adjustment expenses	—	—
Issuances	—	—
Settlements	—	(2,598)
Transfers into Level 3	—	—
Purchases	32,834	—
Sales/Disposals	(5,885)	—
Total unrealized gains for the period recognized in accumulated comprehensive income (loss)	(3,384)	—
Balance at September 30, 2026	$ 181,545	$ 6,712
Total gains 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	$ —	$ —

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

4. Fair Value Measurements (continued)

($ in thousands)	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)
Total (losses) gains for the period recognized in net investment gains	(4,081)	330
Issuances	—	8
Settlements	—	(6,182)
Transfers into Level 3	6,144	—
Purchases	8,838	—
Sales/Disposals	(237)	—
Total unrealized gains for the period recognized in accumulated comprehensive income (loss)	747	—
Balance at June 30, 2025	$ 94,868	$ 10,168
Total gains for the period recognized in net investment gains (losses) attributable to the change in unrealized gains or losses relating to assets held as of period end	$ —	$ 92
Total losses for the period recognized in net investment gains	(920)	(69)
Settlements	—	(101)
Purchases	24,921	—
Sales/Disposals	(809)	—
Total unrealized gains for the period recognized in accumulated comprehensive income (loss)	1,167	—
Balance at September 30, 2025	$ 119,227	$ 9,998
Total losses for the period recognized in net investment gains (losses) attributable to the change in unrealized gains or losses relating to assets held as of period end	$ —	$ (69)

The transfers into Level 3 during the three and nine months ended September 30, 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.

4. Fair Value Measurements (continued)

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 September 30, 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 $56.1 million at September 30, 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 $6.8 million at September 30, 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 Standards 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 September 30, 2026 and December 31, 2025:

	September 30, 2026		December 31, 2025	
($ in thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value
Notes payable				
FHLB Loan	**$ 56,000**	**$ 55,625**	$ 57,000	$ 57,458
Revolving Credit Facility	**114,500**	**114,500**	114,500	114,500
Term Loan Facility, net of debt issuance costs	**246,537**	**242,771**	300,000	300,000
Notes payable	**$ 417,037**	**$ 412,896**	$ 471,500	$ 471,958
Subordinated debt				
Unsecured subordinated notes	**$ 19,593**	**$ 19,508**	$ 19,569	$ 21,020
Subordinated debt, net of debt issuance costs	**$ 19,593**	**$ 19,508**	$ 19,569	$ 21,020

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

5. Mortgage Loans

The Company has invested in Separately Managed Accounts ("SMA1" and "SMA2"). As of September 30, 2026 and December 31, 2025, the Company held direct investments in mortgage loans from various creditors through SMA1 and SMA2.

As of September 30, 2026, the Company's mortgage loan portfolio consisted of a senior loan on real estate in the U.S. The loan earns interest at a fixed spread above a prime rate and matures approximately 2 years from loan origination. The principal amount of the loan is approximately 54% of the property's appraised value at the time the loan was made.

The following table sets forth the carrying value of the Company's mortgage loans as of September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**	December 31, 2025
Commercial	**$ —**	$ 3,334
Hospitality	**6,712**	6,568
	$ 6,712	$ 9,902

The following table sets forth the Company's gross investment income for mortgage loans for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		**Nine months ended September 30,**	
($ in thousands)	**2026**	2025	**2026**	2025
Commercial	**$ —**	$ 108	**$ (694)**	$ 325
Retail	**—**	—	**—**	304
Hospitality	**163**	175	**483**	585
	$ 163	$ 283	**$ (211)**	$ 1,214

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 and nine months ended September 30, 2026 and 2025, respectively.

As of September 30, 2026 and as of December 31, 2025, no 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 September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**		December 31, 2025	
	Carrying Value	Ownership %	Carrying Value	Ownership %
Arena Special Opportunities Fund, LP units	**$ 20,619**	**13.4 %**	$ 26,936	14.0 %
JVM Funds LLC units	**12,430**	**10.1 %**	14,911	10.1 %
Hudson Ventures Fund 2 LP units	**4,959**	**2.5 %**	5,503	2.5 %
RISCOM	**3,524**	**20.0 %**	3,307	20.0 %
Brewer Lane Ventures Fund II LP units	**2,874**	**2.3 %**	2,251	2.4 %
Dowling Capital Partners LP units	**319**	**5.1 %**	590	5.0 %
Arena SOP LP units	**—**	**11.4 %**	—	11.2 %
	$ 44,726		$ 53,498	

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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
RISCOM	**$ 572**	$ 487	**$ 1,617**	$ 1,414
Dowling Capital Partners LP units	**13**	232	**202**	448
Hudson Ventures Fund II LP units	**(466)**	187	**(571)**	252
Brewer Lane Ventures Fund II LP	**(22)**	(25)	**(59)**	118
JVM Funds LLC	**(110)**	(222)	**(716)**	(737)
Arena SOP LP units	**—**	—	**—**	(1,474)
Arena Special Opportunities Fund, LP units	**(728)**	(314)	**(3,568)**	(2,562)
	$ (741)	$ 345	**$ (3,095)**	$ (2,541)

The following table sets forth the unfunded commitment of equity method investments as of September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**	December 31, 2025
Brewer Lane Ventures Fund II LP units	**$ 2,203**	$ 3,237
Dowling Capital Partners LP units	**386**	386
Hudson Ventures Fund 2 LP units	**166**	166
	$ 2,755	$ 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 September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**	December 31, 2025
Investment in RISCOM:		
Underlying equity	**$ 2,692**	$ 2,292
Difference	**832**	1,015
Recorded investment balance	**$ 3,524**	$ 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 September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**	December 31, 2025
Investment in JVM Funds LLC:		
Underlying equity	**$ 12,090**	$ 14,457
Difference	**340**	454
Recorded investment balance	**$ 12,430**	$ 14,911

Investment in Indirect Loans and Loan Collateral

As of September 30, 2026 and December 31, 2025, the Company held indirect investments in collateralized loans and loan collateral through SMA1 and SMA2.

6. Equity Method Investments and Other (continued)

The carrying value of the SMA1 and SMA2 as of September 30, 2026 and December 31, 2025 were as follows:

($ in thousands)	**September 30, 2026**	December 31, 2025
SMA1	**$ 10,388**	$ 15,418
SMA2	**7,572**	8,449
Investment in indirect loans and loan collateral	**$ 17,960**	$ 23,867

7. Variable Interest Entity

Pursuant to GAAP consolidation guidance, the Company consolidates Separate Account HSIC-01 ("HSIC-01"), established by Mangrove Risk Solutions Bermuda Ltd. ("Mangrove"). HSIC-01 is a variable interest entity ("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 September 30, 2026 and December 31, 2025. The assets presented below only include third-party net assets and exclude any intercompany balances, which were eliminated in consolidation.

($ in thousands)	**September 30, 2026**	December 31, 2025
Assets		
Cash and cash equivalents	**$ 34,455**	$ 15,816
Options, at fair value	**31,846**	34,856
Total assets	**$ 66,301**	$ 50,672

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 purchased and sold 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 September 30, 2026 and December 31, 2025:

	September 30, 2026		December 31, 2025	
($ in thousands)	**Derivative Assets**		Derivative Assets	
	Notional Amount	Fair Value	Notional Amount	Fair Value
Economic hedges	**$ 64,242**	**$ 31,846**	$ 136,800	$ 34,857

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 and nine months ended September 30, 2026, the Company recognized pre-tax gains of $14.0 million and pre-tax losses of $7.6 million, respectively, in losses and loss adjustment expenses. For the three and nine months ended September 30, 2025, the Company recognized $5.2 million of pre-tax net gains in losses and loss adjustment expenses.

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 HSIC. The Company used the proceeds to fund redemptions of the draws on its prior credit facility. On July 21, 2026, the Company repaid $1.0 million of outstanding principal.

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 amount of $150.0 million (the "Tranche B DDTL").

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 $150.0 million of the Tranche A DDTL and $150.0 million of the Tranche B DDTL for the acquisition of Apollo on January 1, 2026. On June 26, 2026, the Company repaid $50.0 million of outstanding principal under the Tranche A DDTL.

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 September 30, 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's 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 September 30, 2026 condensed consolidated balance sheet, net of debt issuance costs of approximately $3.5 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 an 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. 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.

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

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9. Notes Payable & Subordinated Debt (continued)

Interest on the Revolving Credit Facility is payable quarterly. Amounts drawn under the Revolving Credit Facility bear interest at either term SOFR plus a margin, which ranges from 150 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 Revolving Credit Facility, depending on the Company's debt to capitalization ratio. The availability period under the Revolving Credit 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 September 30, 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 September 30, 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. Stockholders' Equity

Share Repurchase Program

In October 2024, the Company's Board of Directors (the "Board") approved a share repurchase program authorizing the repurchase of up to $50.0 million of the Company's common stock. On July 15, 2026, the Board authorized an increase to the share repurchase program authorizing the repurchase of up to an additional $50.0 million of the Company's common stock. As a result, the total amount authorized under the share repurchase program increased to $100.0 million. 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 the Company's discretion. The share repurchase program does not require the Company to repurchase any specific number of shares, and may be modified, suspended or terminated at any time. During the nine months ended September 30, 2026, the Company repurchased 222,635 shares for approximately $9.7 million under this plan. These shares represent the total repurchased under the plan as of September 30, 2026.

11. 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 reinsurance 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

11. Segments (continued)

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 income. 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. Because managed premiums are a key management operating metric intended to reflect the scale of business managed by Apollo, inter-syndicate reinsurance transactions, including those involving Syndicate 1972 and other Apollo-managed syndicates, are not eliminated in the calculation of managed premiums.

The following table presents gross written premiums by underwriting division for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Skyward Specialty Segment				
Accident & Health	**$ 99,131**	$ 63,147	**$ 286,596**	$ 186,805
Captives	**50,185**	67,956	**172,350**	211,879
Credit & Surety	**67,210**	52,785	**195,143**	152,944
Energy Solutions	**55,646**	66,576	**167,202**	216,992
Global Agriculture	**192,161**	159,057	**406,452**	296,853
Global Property	**22,318**	27,649	**127,944**	158,327
Professional Lines	**31,323**	34,637	**102,529**	112,409
Strategic Distribution Partners	**109,565**	82,771	**315,773**	231,401
Transactional E&S	**40,745**	50,950	**143,105**	156,417
Total continuing business	**668,284**	605,528	**1,917,094**	1,724,027
Exited business	**(2)**	981	**765**	2,722
Total Skyward Specialty Segment gross written premiums	**668,282**	606,509	**1,917,859**	1,726,749
Apollo Segment				
Syndicate 1969	**67,520**	—	**191,959**	—
Syndicate 1971	**67,683**	—	**101,925**	—
Total Apollo Segment gross written premiums	**135,203**	—	**293,884**	—
Total gross written premiums	**$ 803,485**	$ 606,509	**$ 2,211,743**	$ 1,726,749

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

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11. Segments (continued)

The following table sets forth the Apollo segment's managed premiums for the three and nine months ended September 30, 2026:

	Three months ended September 30, 2026	Nine months ended September 30, 2026
Aligned Syndicates[1]	$ 401,468	$ 855,183
Partner Syndicates[1]	115,647	280,058
Total managed premiums	$ 517,115	$ 1,135,241

[1] During the third quarter of 2026, the Company reclassified fee generating gross written premiums attributable to Syndicate 1972 from Partner Syndicates to Aligned Syndicates. Year to date 2026 amounts have been reclassified to conform to the current period presentation.

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 and nine months ended September 30, 2026 and 2025:

Three months ended September 30,	2026			2025	
($ in thousands)	Skyward Specialty	Apollo	Total	Skyward Specialty	Total
Underwriting income					
Revenues:					
Net earned premiums	$ 329,958	$ 76,906	$ 406,864	$ 351,797	$ 351,797
Underwriting fee income	—	11,000	11,000	—	—
Commission and fee income	3,118	—	3,118	1,904	1,904
Total underwriting revenues	333,076	87,906	420,982	353,701	353,701
Expenses:					
Losses and LAE	206,413	44,623	251,036	213,780	213,780
Amortization of policy acquisition costs	47,033	14,589	61,622	49,243	49,243
Other operating and general expenses	41,018	10,397	51,415	48,836	48,836
Corporate expenses	—	—	4,965	—	3,597
Fee-based service expenses	—	4,075	4,075	—	—
Total underwriting expenses	294,464	73,684	373,113	311,859	315,456
Underwriting income	$ 38,612	$ 14,222	$ 47,869	$ 41,842	$ 38,245
Reconciliation of underwriting income to net income:					
Underwriting income			$ 47,869		$ 38,245
Add:					
Net investment income			33,879		22,014
Net investment gains			466		7,047
Other income			14		(236)
Less:					
Interest expense			6,997		1,919
Amortization expense			8,843		455
Other expenses			2,744		4,149
Income before income taxes			63,644		60,547
Income tax expense			13,848		14,646
Net income			$ 49,796		$ 45,901

SKYWARD SPECIALTY INSURANCE GROUP, INC. AND SUBSIDIARIES

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11. Segments (continued)

Nine months ended September 30,	**2026**			2025	
($ in thousands)	**Skyward Specialty**	**Apollo**	**Total**	Skyward Specialty	Total
Underwriting income					
Revenues:					
Net earned premiums	**$ 1,072,247**	**$ 213,096**	**$ 1,285,343**	$ 947,705	$ 947,705
Underwriting fee income	**—**	**33,666**	**33,666**	—	—
Commission and fee income	**6,979**	**—**	**6,979**	6,440	6,440
Total underwriting revenues	**1,079,226**	**246,762**	**1,325,988**	954,145	954,145
Expenses:					
Losses and LAE	**671,611**	**121,389**	**793,000**	582,351	582,351
Amortization of policy acquisition costs	**151,019**	**41,373**	**192,392**	138,369	138,369
Other operating and general expenses	**128,126**	**31,133**	**159,259**	124,714	124,714
Corporate expenses	**—**	**—**	**14,246**	—	10,740
Fee-based service expenses	—	**12,807**	**12,807**	—	—
Total underwriting expenses	**950,756**	**206,702**	**1,171,704**	845,434	856,174
Underwriting income	**$ 128,470**	**$ 40,060**	**$ 154,284**	$ 108,711	$ 97,971
Reconciliation of underwriting income to net income:					
Underwriting income			**$ 154,284**		$ 97,971
Add:					
Net investment income			**91,661**		60,140
Net investment gains			**3,050**		16,887
Other income			**42**		(216)
Less:					
Interest expense			**23,528**		5,629
Amortization expense			**26,529**		1,164
Other expenses			**9,703**		6,212
Income before income taxes			**189,277**		161,777
Income tax expense			**40,712**		34,979
Net income			**$ 148,565**		$ 126,798

12. Income Taxes

The following table sets forth the Company's income tax expense and effective tax rates for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Income tax expense	**$ 13,848**	$ 14,646	**$ 40,712**	$ 34,979
Effective tax rate	**21.8%**	24.2%	**21.5%**	21.6%

The effective tax rate will differ from the statutory rate of 21% 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 decrease in the effective tax rate for the three months ended September 30, 2026 when compared to the same 2025 period, was primarily attributable to a return-to-provision adjustment related to a research and development tax credit identified following the filing of the Apollo U.K. 2025 tax return, as well as the impact of Apollo transaction costs recognized in the third quarter of 2025 that increased the prior-year effective tax rate. The effective tax rate for the nine months ended September 30, 2026 was impacted by certain discrete tax items, primarily tax benefits from stock-based compensation, which reduced the effective tax rate by 1%, partially offset by the impact of differing tax rates applicable to our Bermuda and U.K. operations, which increased the effective tax rate by 1.5%.

The Company paid income taxes of $19.1 million and $49.4 million during the three and nine months ended September 30, 2026, respectively, and paid $11.0 million and $31.8 million during the three and nine months ended September 30, 2025, respectively.

13. 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 nine months ended September 30, 2026 and 2025:

	Nine months ended September 30,	
($ in thousands)	**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	**785,378**	587,584
Prior years	**—**	—
Total incurred, net of reinsurance	**785,378**	587,584
Paid, net of reinsurance, related to:		
Current period	**113,288**	84,583
Prior years	**381,025**	292,605
Total paid	**494,313**	377,188
Net reserves for losses and LAE, end of period	**2,020,005**	1,321,933
Plus: reinsurance recoverable on unpaid claims, end of period	**1,188,132**	739,841
Reserves for losses and LAE, end of period	**$ 3,208,137**	$ 2,061,774

14. 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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
SUA commission revenue	**$ 3,722**	$ 2,234	**$ 8,781**	$ 7,161
SUA fee income	**1,981**	772	**2,778**	2,557
Other	**—**	306	**1,616**	713
Total commission and fee revenue	**5,703**	3,312	**13,175**	10,431
Commission and fee expenses	**(2,585)**	(1,408)	**(6,196)**	(3,991)
Net commission and fee income	**$ 3,118**	$ 1,904	**$ 6,979**	$ 6,440

The Company's contract assets from commission and fee income as of September 30, 2026 and December 31, 2025 were $0.8 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 commissions, which is contingent upon the underwriting and investment performance of certain syndicates. ASML receives (i) 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, (ii) profit commissions from certain syndicates, subject to a two-year deficit clause, and (iii) 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 Apollo's revenues from contracts with customers for the three and nine months ended September 30, 2026:

	Three months ended September 30,	Nine months ended September 30,
($ in thousands)	**2026**	**2026**
Managing agency fees	**$ 3,904**	**$ 10,939**
Profit commission & consortium overrider charged to Managed Syndicates	**6,156**	**20,779**
Miscellaneous fee income	**940**	**1,948**
Underwriting fee income	**$ 11,000**	**$ 33,666**

15. Underwriting, Acquisition and Insurance Expenses

The following table sets forth the components of underwriting, acquisition and insurance expenses for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Amortization of policy acquisition costs	**$ 61,622**	$ 49,243	**$ 192,392**	$ 138,369
Other operating and general expenses	**51,415**	48,836	**159,259**	124,714
Corporate expenses	**4,965**	3,597	**14,246**	10,740
Total underwriting, acquisition and insurance expenses	**$ 118,002**	$ 101,676	**$ 365,897**	$ 273,823

16. 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 risk tolerance. 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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,			
	2026		2025	
($ in thousands)	Written	Earned	Written	Earned
Direct premiums	**$ 563,660**	**$ 530,430**	$ 414,475	$ 417,896
Assumed premiums	**239,825**	**125,575**	192,034	117,008
Ceded premiums	**(301,707)**	**(249,141)**	(165,342)	(183,107)
Net premiums	**$ 501,778**	**$ 406,864**	$ 441,167	$ 351,797
Ceded losses and LAE incurred		**$ 171,717**		$ 126,632

	Nine months ended September 30,			
	2026		2025	
($ in thousands)	Written	Earned	Written	Earned
Direct premiums	**$ 1,629,169**	**$ 1,575,182**	$ 1,283,866	$ 1,196,111
Assumed premiums	**582,574**	**419,868**	442,883	282,155
Ceded premiums	**(791,466)**	**(709,707)**	(603,098)	(530,561)
Net premiums	**$ 1,420,277**	**$ 1,285,343**	$ 1,123,651	$ 947,705
Ceded losses and LAE incurred		**$ 507,756**		$ 400,537

The following table sets forth the components of reinsurance recoverables and ceded unearned premium as of September 30, 2026 and December 31, 2025:

($ in thousands)	**September 30, 2026**	December 31, 2025
Ceded unpaid losses and LAE	**$ 1,188,132**	$ 921,165
Ceded paid losses and LAE	**274,352**	201,010
Allowance for credit losses	**(2,295)**	(2,295)
Reinsurance recoverables	**$ 1,460,189**	$ 1,119,880
Ceded unearned premium	**$ 389,749**	$ 238,948

16. Reinsurance (continued)

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 September 30, 2026, the market value of these accounts was approximately $205.3 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 September 30, 2026 and December 31, 2025 was $49.1 million and $22.7 million, respectively, and was included in other assets on the condensed consolidated balance sheets.

17. Earnings Per Share

The following table sets forth the computation of basic and diluted net earnings per share for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands, except for share and per share amounts)	**2026**	2025	**2026**	2025
Numerator				
Net income	**$ 49,796**	$ 45,901	**$ 148,565**	$ 126,798
Denominator				
Basic weighted-average common shares	**44,405,132**	40,487,069	**44,462,989**	40,377,864
Dilutive effect of stock units	**859,819**	880,353	**654,517**	901,598
Dilutive effect of options	**534,666**	501,027	**501,008**	505,514
Diluted weighted-average common share equivalents	**45,799,617**	41,868,449	**45,618,514**	41,784,976
Basic earnings per share	**$ 1.12**	$ 1.13	**$ 3.34**	$ 3.14
Diluted earnings per share	**$ 1.09**	$ 1.10	**$ 3.26**	$ 3.03

The following table presents anti-dilutive instruments that were excluded from the calculation of diluted weighted-average common share equivalents during the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	**2026**	2025
Stock units	**25,365**	27,208	**355,013**	91,206
Options	**6**	350	**31**	87

18. 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 and nine months ended September 30, 2026 and 2025 were as follows:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Net earned premium	**$ 33,062**	$ 30,675	**$ 96,511**	$ 89,521
Commissions	**6,753**	7,026	**22,588**	22,191

18. Related Party Transactions (continued)

Premiums receivable as of September 30, 2026 and December 31, 2025 were $15.9 million and $13.9 million, respectively.

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

19. 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 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.

19. Acquisitions (continued)

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

($ in thousands)	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, will not be deductible for tax purposes and is fully allocated to the Apollo 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:

($ in thousands)	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

19. 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 and nine months ended September 30, 2026 the Company recognized $7.4 million and $22.0 million, respectively, in underwriting, acquisition and insurance expenses, and $6.7 million and $20.1 million, respectively, in amortization expense 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 $87.9 million and $246.8 million of revenue for the three and nine months ended September 30, 2026, respectively, and $13.9 million and $36.9 million of net income for the three and nine months ended September 30, 2026, respectively, have been included within the accompanying consolidated statements of operations and comprehensive income. All transaction expenses incurred by the Company were expensed as incurred and reflected in the Company's results of operations for the year ended December 31, 2025 in accordance with ASC 805. No material transaction expenses were incurred for the three and nine months ended September 30, 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.

20. 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 the unified holding company brand for Skyward Specialty and Apollo and the terms "our Company," "we," "us," and "our" as used below refer to Skyward Specialty Insurance Group, Inc. and its consolidated subsidiaries. The term "third quarter" as used below refers to the three and nine months ended September 30, 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 Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K"). Following our acquisition of Apollo on January 1, 2026 ("Apollo Acquisition"), the definitions of select insurance, accounting, operating and financial terms 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, including our ability to successfully integrate Apollo and realize the anticipated benefits of the acquisition, risks related to our Lloyd's operations, including changes in syndicate participations and Lloyd's regulatory requirements, changes in interest rates, credit markets and the value of our investment portfolio, and fluctuations in foreign currency exchange rate.

The results of operations for the three and nine months ended September 30, 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 and reinsurance 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 brand. 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.

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.

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.

Adjusted pro forma gross written premiums is a non-GAAP financial measure defined as pro forma gross written premiums adjusted for the impact of changes in Apollo syndicate participation to evaluate premium growth trends on a consistent participation basis across periods.

Adjusted pro forma fee generating gross written premiums is a non-GAAP financial measure defined as pro forma fee generating gross written premiums adjusted for the impact of changes in Apollo syndicate participation percentages that provide a more meaningful comparison of fee generating business on a consistent participation basis across periods.

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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Gross written premiums	**$ 803,485**	$ 606,509	**$ 2,211,743**	$ 1,726,749
Ceded written premiums	**(301,707)**	(165,342)	**(791,466)**	(603,098)
Net written premiums	**$ 501,778**	$ 441,167	**$ 1,420,277**	$ 1,123,651
Net earned premiums	**$ 406,864**	$ 351,797	**$ 1,285,343**	$ 947,705
Underwriting fee income[1]	**11,000**	—	**33,666**	—
Commission and fee income	**3,118**	1,904	**6,979**	6,440
Non-cat loss and LAE	**243,876**	211,760	**769,455**	569,831
Cat loss and LAE[2]	**7,160**	2,020	**23,545**	12,520
Losses and LAE	**251,036**	213,780	**793,000**	582,351
Net policy acquisition costs	**61,622**	49,243	**192,392**	138,369
Other operating and general expenses	**51,415**	48,836	**159,259**	124,714
Corporate expense	**4,965**	3,597	**14,246**	10,740
Underwriting, acquisition and insurance expenses	**118,002**	101,676	**365,897**	273,823
Fee-based service expenses[1]	**4,075**	—	**12,807**	—
Underwriting income[3]	**$ 47,869**	$ 38,245	**$ 154,284**	$ 97,971
Net investment income	**$ 33,879**	$ 22,014	**$ 91,661**	$ 60,140
Net investment gains	**$ 466**	$ 7,047	**$ 3,050**	$ 16,887
Interest expense	**$ 6,997**	$ 1,919	**$ 23,528**	$ 5,629
Amortization expense	**$ 8,843**	$ 455	**$ 26,529**	$ 1,164
Income before income taxes	**$ 63,644**	$ 60,547	**$ 189,277**	$ 161,777
Net income	**$ 49,796**	$ 45,901	**$ 148,565**	$ 126,798
Operating income[3]	**$ 58,486**	$ 44,228	**$ 174,577**	$ 119,512
Non-cat loss and LAE	**59.9 %**	60.2 %	**59.9 %**	60.1 %
Cat loss and LAE[2]	**1.8 %**	0.6 %	**1.8 %**	1.3 %
Net loss and LAE ratio	**61.7 %**	60.8 %	**61.7 %**	61.4 %
Net policy acquisition costs	**15.2 %**	14.0 %	**14.9 %**	14.6 %
Other operating and general expenses	**12.6 %**	13.9 %	**12.4 %**	13.2 %
Commission and fee income	**(0.8)%**	(0.5)%	**(0.5)%**	(0.7)%
Corporate expense	**1.2 %**	1.0 %	**1.1 %**	1.1 %
Net expense ratio	**28.2 %**	28.4 %	**27.9 %**	28.2 %
Combined ratio	**89.9 %**	89.2 %	**89.6 %**	89.6 %
Annualized return on equity	**15.7 %**	19.7 %	**17.3 %**	19.3 %
Annualized return on tangible equity[3]	**23.0 %**	21.8 %	**22.1 %**	21.4 %
Annualized operating return on equity[3]	**18.4 %**	19.0 %	**20.4 %**	18.2 %
Annualized operating return on tangible equity[3]	**27.0 %**	21.0 %	**25.9 %**	20.2 %

[1] Not included in the combined ratio

[2] Current accident year

[3] See "Reconciliation of Non-GAAP Financial Measures" in this Item 2

[4] 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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,				Nine months ended September 30,			
	2026		2025		**2026**		2025	
($ in thousands)	Pre-tax	After-tax	Pre-tax	After-tax	Pre-tax	After-tax	Pre-tax	After-tax
Income as reported	**$ 63,644**	**$ 49,796**	$ 60,547	$ 45,901	**$ 189,277**	**$ 148,565**	$ 161,777	$ 126,798
Less (add):								
Net investment gains	**466**	**365**	7,047	5,342	**3,050**	**2,394**	16,887	13,236
Amortization expense	**(8,843)**	**(6,919)**	(455)	(345)	**(26,529)**	**(20,823)**	(1,164)	(912)
Other income (loss)	**14**	**11**	(236)	(179)	**42**	**33**	(216)	(169)
Other expenses	**(2,744)**	**(2,147)**	(4,149)	(3,145)	**(9,703)**	**(7,616)**	(6,212)	(4,869)
Operating income	**$ 74,751**	**$ 58,486**	$ 58,340	$ 44,228	**$ 222,417**	**$ 174,577**	$ 152,482	$ 119,512

Underwriting Income

The following table provides a reconciliation of underwriting income to income before income taxes for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Income before income taxes	**$ 63,644**	$ 60,547	**$ 189,277**	$ 161,777
Add:				
Interest expense	**6,997**	1,919	**23,528**	5,629
Amortization expense	**8,843**	455	**26,529**	1,164
Other expenses	**2,744**	4,149	**9,703**	6,212
Less:				
Net investment income	**33,879**	22,014	**91,661**	60,140
Net investment gains	**466**	7,047	**3,050**	16,887
Other income	**14**	(236)	**42**	(216)
Underwriting income	**$ 47,869**	$ 38,245	**$ 154,284**	$ 97,971

Adjusted pro forma gross written premiums

The following tables represent pro forma gross written premiums adjusted for the impact of changes in Apollo syndicate participation for the three and nine months ended September 30, 2025:

$ in thousands	Three months ended September 30,			
	Syndicate 1969	**Syndicate 1971**	**Total Apollo Segment**	**Total Skyward Group**
Pro forma gross written premiums	$ 73,525	$ 57,449	$ 130,974	$ 737,483
Impact of the change in participation(s)	(12,420)	12,225	(195)	(195)
Adjusted pro forma gross written premiums	$ 61,105	$ 69,674	$ 130,779	$ 737,288

$ in thousands	Nine months ended September 30,			
	Syndicate 1969	**Syndicate 1971**	**Total Apollo Segment**	**Total Skyward Group**
Pro forma gross written premiums	$ 192,828	$ 86,727	$ 279,555	$ 2,006,304
Impact of the change in participation(s)	(32,664)	12,079	(20,585)	(20,585)
Adjusted pro forma gross written premiums	$ 160,164	$ 98,806	$ 258,970	$ 1,985,719

Adjusted pro forma fee generating gross written premiums

The following tables represent pro forma fee generating gross written premiums adjusted for the impact of changes in Apollo syndicate participation for the three and nine months ended September 30, 2025:

$ in thousands	Three months ended September 30,		
	Aligned Syndicates	**Partner Syndicates**	**Total**
Pro forma fee generating gross written premiums	$ 369,353	$ 67,355	$ 436,708
Impact of the change in participation(s)	195	N/A	195
Adjusted pro forma fee generating gross written premiums	$ 369,548	$ 67,355	$ 436,903

$ in thousands	Nine months ended September 30,		
	Aligned Syndicates	**Partner Syndicates**	**Total**
Pro forma fee generating gross written premiums	$ 696,593	$ 181,528	$ 878,121
Impact of the change in participation(s)	20,585	N/A	20,585
Adjusted pro forma fee generating gross written premiums	$ 717,178	$ 181,528	$ 898,706

Tangible Stockholders' Equity

The following table provides a reconciliation of tangible stockholders' equity to stockholders' equity for the periods ended September 30, 2026 and 2025:

	September 30,		December 31,
($ in thousands)	**2026**	2025	2025
Stockholders' equity	**$ 1,276,268**	$ 961,423	$ 1,009,565
Less: Goodwill and intangible assets	**469,054**	88,417	88,040
Add: Deferred tax impact	**65,500**	—	—
Tangible stockholders' equity	**$ 872,714**	$ 873,006	$ 921,525

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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		**Nine months ended September 30,**	
($ in thousands)	**2026**	2025	**2026**	2025
Numerator: annualized operating income	**$ 233,944**	$ 176,912	**$ 232,769**	$ 159,349
Denominator: average stockholders' equity	**$ 1,271,903**	$ 930,669	**$ 1,142,917**	$ 877,711
Annualized operating return on equity	**18.4 %**	19.0 %	**20.4 %**	18.2 %

Annualized Return on Tangible Equity

Annualized return on tangible equity for the three and nine months ended September 30, 2026 and 2025 reconciles to annualized return on equity as follows:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Numerator: annualized net income	**$ 199,184**	$ 183,604	**$ 198,087**	$ 169,064
Denominator: average tangible stockholders' equity	**$ 867,283**	$ 842,063	**$ 897,120**	$ 789,829
Annualized return on tangible equity	**23.0 %**	21.8 %	**22.1 %**	21.4 %

Annualized Operating Return on Tangible Equity

Annualized operating return on tangible equity for the three and nine months ended September 30, 2026 and 2025 reconciles to annualized return on equity as follows:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025	**2026**	2025
Numerator: annualized operating income	**$ 233,944**	$ 176,912	**$ 232,769**	$ 159,349
Denominator: average tangible stockholders' equity	**$ 867,283**	$ 842,063	**$ 897,120**	$ 789,829
Annualized operating return on tangible equity	**27.0 %**	21.0 %	**25.9 %**	20.2 %

Segment Information

Beginning in the first quarter of 2026, we reported our results under two reportable 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. Business that we are no longer writing is reported in exited business. Effective in the third quarter of 2026, the Company renamed the Specialty Programs division to Strategic Distribution Partners (or "Strategic "Distribution") to better reflect the breadth of this division's distribution model, the Company's ownership position in many of these distributors, and the addition of the U.S. distribution of ibott which will be captured in this division. 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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,			
($ in thousands)	**2026**	2025	Change	% Change
Accident & Health	**$ 99,131**	$ 63,147	$ 35,984	57.0%
Captives	**50,185**	67,956	(17,771)	(26.2%)
Credit & Surety	**67,210**	52,785	14,425	27.3%
Energy Solutions	**55,646**	66,576	(10,930)	(16.4%)
Global Agriculture	**192,161**	159,057	33,104	20.8%
Global Property	**22,318**	27,649	(5,331)	(19.3%)
Professional Lines	**31,323**	34,637	(3,314)	(9.6%)
Strategic Distribution Partners	**109,565**	82,771	26,794	32.4%
Transactional E&S	**40,745**	50,950	(10,205)	(20.0%)
Total continuing business	**668,284**	605,528	62,756	10.4%
Exited business	**(2)**	981	(983)	NM[(1)]
Total Skyward Specialty segment gross written premiums	**$ 668,282**	$ 606,509	$ 61,773	10.2%
Net written premiums	**$ 403,897**	$ 441,167	$ (37,270)	(8.4%)
Net earned premiums	**$ 329,958**	$ 351,797	$ (21,839)	(6.2%)

[(1)] *Not meaningful.*

	Nine months ended September 30,			
($ in thousands)	**2026**	2025	Change	% Change
Accident & Health	**$ 286,596**	$ 186,805	$ 99,791	53.4%
Captives	**172,350**	211,879	(39,529)	(18.7%)
Credit & Surety	**195,143**	152,944	42,199	27.6%
Energy Solutions	**167,202**	216,992	(49,790)	(22.9%)
Global Agriculture	**406,452**	296,853	109,599	36.9%
Global Property	**127,944**	158,327	(30,383)	(19.2%)
Professional Lines	**102,529**	112,409	(9,880)	(8.8%)
Strategic Distribution Partners	**315,773**	231,401	84,372	36.5%
Transactional E&S	**143,105**	156,417	(13,312)	(8.5%)
Total continuing business	**1,917,094**	1,724,027	193,067	11.2%
Exited business	**765**	2,722	(1,957)	NM[(1)]
Total Skyward Specialty segment gross written premiums	**$ 1,917,859**	$ 1,726,749	$ 191,110	11.1%
Net written premiums	**$ 1,201,893**	$ 1,123,651	$ 78,242	7.0%
Net earned premiums	**$ 1,072,247**	$ 947,705	$ 124,542	13.1%

[(1)] *Not meaningful.*

For the third quarter and first nine months of 2026, the 10.4% and 11.2% increases in gross written premiums for continuing business, when compared to the same 2025 periods. Growth was primarily driven by new business in our accident & health, global agriculture, strategic distribution partners and credit & surety divisions, although growth in global agriculture was tempered by lower-than-expected demand in our dairy and livestock business as higher input costs continued to pressure farmer cash flows and margins. Premiums were lower in energy solutions and captives, primarily due to non-renewing business, and in global property, where increased competition and lower rates continued to pressure premium growth, while transactional E&S also experienced lower premiums in the third quarter, reflecting lower rates, renewals and new business.

Net written premiums for the third quarter of 2026 were $403.9 million compared to $441.2 million for the same 2025 period, a decrease of $37.3 million or 8.4%. Net earned premiums for the third quarter of 2026 were $330.0 million compared to $351.8 million for the same 2025 period, a decrease of $21.8 million or 6.2%. During the third quarter of 2026, net written and earned premiums were impacted by (i) lower-than-expected demand in our dairy and livestock business, reported in the global agriculture division, as higher input costs continued to pressure farmer cash flows and margins, and (ii) the new dairy and livestock reinsurance placement.

Net written premiums for the first nine months of 2026 were $1,201.9 million compared to $1,123.7 million for the same 2025 period, an increase of $78.2 million or 7.0%. Net earned premiums for the first nine months of 2026 were $1,072.2 million compared to $947.7 million for the same 2025 period, an increase of $124.5 million or 13.1%. The increases in net written and earned premiums for the first nine months of 2026 were primarily driven by the same factors that drove the increase in gross written premiums discussed above, partially offset by the impacts of lower-than-expected demand in our dairy and livestock business and the new dairy and livestock reinsurance placement.

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

Combined Ratio

The following tables set forth the components of the Skyward Specialty segment’s combined ratios for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,			
	2026		2025	
($ in thousands)	$ Amount	% of Net Earned Premiums	$ Amount	% of Net Earned Premiums
Losses and LAE:				
Non-cat loss and LAE	**$ 201,413**	**61.1%**	$ 211,760	60.2%
Cat loss and LAE[1]	**5,000**	**1.5%**	2,020	0.6%
Total losses and LAE	**206,413**	**62.6%**	213,780	60.8%
Expenses:				
Net policy acquisition expenses	**47,033**	**14.2%**	49,243	13.9%
Other operating and general expenses	**41,018**	**12.4%**	48,836	13.9%
Underwriting, acquisition and insurance expenses	**88,051**	**26.6%**	98,079	27.8%
Less: commission and fee income	**(3,118)**	**(0.9%)**	(1,904)	(0.5%)
Total net expenses	**$ 84,933**	**25.7%**	$ 96,175	27.3%
Combined ratio		**88.3%**		88.1%

[1] *Current accident year*

($ in thousands)	Nine months ended September 30, 2026 $ Amount	2026 % of Net Earned Premiums	2025 $ Amount	2025 % of Net Earned Premiums
Losses and LAE:				
Non-cat loss and LAE	**$ 653,823**	**60.9%**	$ 569,831	60.1%
Cat loss and LAE[1]	**17,788**	**1.7%**	12,520	1.3%
Total losses and LAE	**671,611**	**62.6%**	582,351	61.4%
Expenses:				
Net policy acquisition expenses	**151,019**	**14.2%**	138,369	14.6%
Other operating and general expenses	**128,126**	**11.9%**	124,714	13.2%
Underwriting, acquisition and insurance expenses	**279,145**	**26.1%**	263,083	27.8%
Less: commission and fee income	**(6,979)**	**(0.7%)**	(6,440)	(0.7%)
Total net expenses	**$ 272,166**	**25.4%**	$ 256,643	27.1%
Combined ratio		**88.0%**		88.5%

[1] *Current accident year*

The loss ratios for the third quarter and first nine months of 2026 increased 1.8 points and 1.2 points, respectively, when compared to the same 2025 periods. Catastrophe losses in the third quarter and first nine months of 2026 were primarily due to convective storms, while catastrophe losses in the same 2025 periods were driven by convective storms in the South and Midwest and the California wildfires. The loss ratio for the first nine months of 2026 was also impacted by winter storms. The increases in the non-cat loss and LAE ratios, when compared to the same 2025 periods, were due to shifts in business mix driven by growth in the accident & health and global agriculture divisions, both of which generally have higher loss ratios.

The expense ratios for the third quarter and first nine months of 2026 improved 1.6 points and 1.7 points, respectively, when compared to the same 2025 periods, primarily driven by business mix shift and enhanced operating efficiencies. The expense ratio for the first nine months of 2026 also benefited from scale benefits as net earned premiums outpaced expense growth.

The expense ratios for all periods presented exclude the impact of corporate expenses which are 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, 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 quota 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 third quarter and first nine months 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 tables set forth gross written premiums by underwriting division for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,			
($ in thousands)	**2026**	2025[1]	Change	% Change
Syndicate 1969	**$ 67,520**	$ 61,105	$ 6,415	10.5%
Syndicate 1971	**67,683**	69,674	(1,991)	(2.9%)
Total gross written premiums	**$ 135,203**	$ 130,779	$ 4,424	3.4%
Net written premiums	**$ 97,881**	$ —	$ —	—%
Net earned premiums	**$ 76,906**	$ —	$ —	—%

[1] Prior year information is pro forma and is adjusted for the impact of the change in participations. See Reconciliation of Non-GAAP Financial Measures.

	Nine months ended September 30,			
($ in thousands)	**2026**	2025[1]	Change	% Change
Syndicate 1969	**$ 191,959**	$ 160,164	$ 31,795	19.9%
Syndicate 1971	**101,925**	98,806	3,119	3.2%
Total gross written premiums	**$ 293,884**	$ 258,970	$ 34,914	13.5%
Net written premiums	**$ 218,384**	$ —	$ —	—%
Net earned premiums	**$ 213,096**	$ —	$ —	—%

[1] Prior year information is pro forma and is adjusted for the impact of the change in participations. See Reconciliation of Non-GAAP Financial Measures.

Gross written premiums for the third quarter and first nine months of 2026 increased $4.4 million and $34.9 million, or 3.4% and 13.5%, respectively, compared to the same adjusted pro forma 2025 periods, primarily driven by growth in Syndicate 1969, which benefited from new business and expansion across select specialty lines. Growth was partially offset by a modest decrease in our digital economy focused ibott Syndicate 1971, reflecting the timing of a renewal as well as seasonally lower new business opportunities.

Combined Ratio

The Apollo segment's combined ratio for the three and nine months ended September 30, 2026 was 90.5% and 91.0%, respectively. Total non-cat losses and LAE for the three and nine months ended September 30, 2026 were $42.5 million and $115.6 million, or 55.2% and 54.3%, respectively. Cat losses and LAE for the three and nine months ended September 30, 2026 were $2.2 million and $5.8 million, or 2.8% and 2.7%, respectively, primarily due to convective storms during the third quarter and, for the first nine months of 2026, catastrophe losses associated with the conflict in the Middle East during the second quarter. Total underwriting, acquisition and insurance expenses for the three and nine months ended September 30, 2026 were $25.0 million and $72.5 million, or 32.5% and 34.0%, respectively. Net policy acquisition expenses were $14.6 million and $41.4 million, or 19.0% and 19.4%, respectively, and other operating and general expenses were $10.4 million and $31.1 million, or 13.5% and 14.6%, respectively.

Managed Premiums and Underwriting Fee Income

Apollo provides managing agency services to ten syndicates within its Lloyd's managing agency platform. The capital aligned syndicates, Syndicate 1969, Syndicate 1971 and Syndicate 1972, are wholly managed by ASML 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. Because managed premiums are a key management operating metric intended to reflect the scale of business managed by Apollo, inter-syndicate reinsurance transactions, including those involving Syndicate 1972 and other Apollo-managed syndicates, are not eliminated in the calculation of managed premiums. 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 and nine months ended September 30, 2026, underwriting fee income was $11.0 million and $33.7 million, respectively, and fee-based service expenses were $4.1 million and $12.8 million, respectively.

The following table sets forth the fee generating gross written premiums for the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
($ in thousands)	**2026**	2025[1]	**2026**	2025[1]
Aligned Syndicates	**$ 401,468**	$ 369,548	**$ 855,183**	$ 717,178
Partner Syndicates	**115,647**	67,355	**280,058**	181,528
Total fee generating gross written premiums	**$ 517,115**	$ 436,903	**$ 1,135,241**	$ 898,706

[1] Prior year information is pro forma and is adjusted for the impact of the change in participations. See Reconciliation of Non-GAAP Financial Measures.

Total fee generating gross written premiums for the three and nine months ended September 30, 2026 increased 18.4% and 26.3%, respectively, compared to the same pro forma 2025 periods, primarily driven by the addition of a new partner syndicate and organic growth across both aligned and partner syndicates.

Investments

Composition of Investment Portfolio

In the first quarter of 2026, we revised the 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. Cash and cash equivalents includes funds at Lloyd's.

The following table sets forth the components of our investment portfolio at carrying value at September 30, 2026 and December 31, 2025:

	September 30, 2026		December 31, 2025	
($ in thousands)	Carrying Value	% of Total	Carrying Value	% of Total
Cash and cash equivalents	**$ 309,245**	**9.7 %**	$ 171,053	6.9 %
Short-term investments	**531,449**	**16.6 %**	264,299	10.7 %
Fixed income	**2,198,288**	**68.8 %**	1,866,205	75.5 %
Alternative and strategic investments	**157,067**	**4.9 %**	168,837	6.8 %
Total portfolio	**$ 3,196,049**	**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 and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
$ in thousands	**2026**	2025	**2026**	2025
Short-term investments	**$ 2,381**	$ 3,268	**$ 7,338**	$ 10,182
Cash and cash equivalents	**2,690**	695	**6,932**	2,595
Fixed income	**30,338**	20,806	**87,013**	55,358
Alternative and strategic investments	**(1,530)**	(2,755)	(9,622)	(7,995)
Net investment income	**$ 33,879**	$ 22,014	**$ 91,661**	$ 60,140
Net unrealized gains (losses) on securities still held	**$ 2,444**	$ (8,987)	**$ 6,146**	$ (6,677)
Net realized (losses) gains	**(1,978)**	16,034	**(3,096)**	23,564
Net investment (losses) gains	**$ 466**	$ 7,047	**$ 3,050**	$ 16,887

Net investment income for the third quarter and first nine months of 2026 increased $11.9 million and $31.5 million, respectively when compared to the same 2025 periods, driven by increased income from our fixed income portfolio as a result of the Apollo acquisition, a higher yield and a larger asset base. The increase in income from cash and cash equivalents was due to an overall increase in the invested asset base from the addition of Apollo when compared to the same 2025 periods.

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. During the third quarter 2026, we wrote off $2.0 million on a held-to-maturity security and recognized a recovery of $0.3 million of amounts previously written off for credit losses on an available-for-sale "corporate securities and miscellaneous" security. This brings our total allowance to $10.1 million on four securities, an increase of $1.6 million for the third quarter and $2.6 million for the first nine months of 2026. Other than the securities discussed previously, we determined that no other credit impairment existed at September 30, 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 September 30, 2026 and December 31, 2025:

	September 30, 2026		December 31, 2025	
($ in thousands)	Carrying Value	% of Total	Carrying Value	% of Total
U.S. government securities	**$ 136,282**	**6.2 %**	$ 44,468	2.4 %
Non-U.S. government securities	**2,595**	**0.1 %**	—	— %
Corporate securities and miscellaneous	**807,837**	**36.7 %**	636,387	34.1 %
Municipal securities	**102,124**	**4.6 %**	102,116	5.5 %
Residential mortgage-backed securities	**428,565**	**19.5 %**	486,587	26.1 %
Commercial mortgage-backed securities	**81,441**	**3.7 %**	73,050	3.9 %
Other asset-backed securities	**632,732**	**28.8 %**	513,695	27.5 %
Total fixed income portfolio, available-for-sale	**2,191,576**	**99.6 %**	1,856,303	99.5 %
Commercial mortgage loans	**6,712**	**0.4 %**	9,902	0.5 %
Total fixed income portfolio	**$ 2,198,288**	**100.0 %**	$ 1,866,205	100.0 %

The weighted average credit rating of our available-for-sale fixed income portfolio was "A+" at September 30, 2026 and December 31, 2025. The following table sets forth the credit quality of our available-for-sale fixed income portfolio at September 30, 2026 and December 31, 2025:

	September 30, 2026		December 31, 2025	
($ in thousands)	Fair Value	% of Total	Fair Value	% of Total
AAA	**$ 296,229**	**13.5 %**	$ 286,563	15.4 %
AA	**617,761**	**28.2 %**	548,030	29.6 %
A	**725,683**	**33.1 %**	620,813	33.5 %
BBB	**530,113**	**24.2 %**	379,586	20.4 %
BB and Lower	**21,790**	**1.0 %**	21,311	1.1 %
Total fixed income portfolio, available-for-sale	**$ 2,191,576**	**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 3.34 years and 3.60 years, respectively, as of September 30, 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 and nine months ended September 30, 2026 was $7.0 million and $23.5 million, respectively, compared to $1.9 million and $5.6 million, respectively, for the same 2025 periods. The increases were 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 and nine months ended September 30, 2026 was $8.8 million and $26.5 million, respectively, compared to $0.5 million and $1.2 million, respectively, for the same 2025 periods. The increases were due to the amortization of the value of business acquired ("VOBA") asset and additional definite-lived intangible assets recognized as a result of the acquisition of Apollo.

Income Taxes

Income tax expense for the three and nine months ended September 30, 2026 was $13.8 million and $40.7 million, respectively, compared to $14.6 million and $35.0 million, respectively, for the same 2025 periods. Our effective tax rates for the three and nine months ended September 30, 2026 were 21.8% and 21.5%, respectively, compared to 24.2% and 21.6%, respectively, for the same 2025 periods. The decrease in the effective tax rate for the three months ended September 30, 2026 compared to the corresponding 2025 period was primarily attributable to a return-to-provision adjustment related to a research and development tax credit identified following the filing of the Apollo U.K. 2025 tax return, as well as the impact of Apollo transaction costs recognized in the third quarter of 2025 that increased the prior-year effective tax rate. For the nine months ended September 30, 2026, the effective tax rate was generally consistent with the corresponding 2025 period. The 2026 effective tax rate included discrete tax benefits from stock-based compensation, which reduced the rate by approximately 1%, partially offset by the impact of differing tax rates applicable to our Bermuda and U.K. operations, which increased the rate by approximately 1.5%.

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 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 reduce volatility and as part of our capital management strategy. 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 nine months ended September 30, 2026 and 2025:

($ in thousands)	**2026**	2025
Cash and cash equivalents, restricted cash and funds at Lloyd's provided by (used in):		
Operating activities	**$ 389,303**	$ 356,308
Investing activities	**(485,943)**	(315,568)
Financing activities	**300,937**	—
Change in cash and cash equivalents, restricted cash and funds at Lloyd's	**$ 204,297**	$ 40,740

Cash provided by operating activities in 2026 was consistent when compared to 2025 and continued to reflect 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 periods presented 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 acquisition of Apollo.

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, partially offset by the repayment of long-term debt.

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. On July 21, 2026, we repaid $1.0 million of outstanding principal.

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").

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 $150.0 million of the Tranche A DDTL and $150.0 million of the Tranche B DDTL for the acquisition of Apollo on January 1, 2026. On June 26, 2026, we repaid $50.0 million of outstanding principal related to the Tranche A DDTL.

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 September 30, 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 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 September 30, 2026 Condensed Consolidated Balance Sheet, net of debt issuance costs of approximately $3.5 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 to fund a portion of 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 Revolving Credit Facility bear interest at either term SOFR plus a margin, which ranges from 150 to 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 Revolving Credit Facility, depending on our debt to capitalization ratio. The availability period under the Revolving Credit 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 September 30, 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 September 30, 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 approved a share repurchase program authorizing the repurchase of up to $50.0 million of our common stock. On July 15, 2026, the Board authorized an increase to the share repurchase program authorizing the repurchase of up to an additional $50.0 million of our common stock. As a result, the total amount authorized under the share repurchase program increased to $100.0 million. 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. During the nine months ended September 30, 2026, we repurchased 222,635 shares for approximately $9.7 million under this plan. These shares represent the total repurchased under the plan as of September 30, 2026.

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 and nine months ended September 30, 2026 our net retention on a written basis (calculated as net written premiums as a percentage of gross written premiums) was 62.5% and 64.2%, respectively, compared to 72.7% and 65.1%, respectively, for the same 2025 periods.

Credit and Financial Strength Ratings

On August 28, 2026, A.M. Best affirmed the A (Excellent) Financial Strength Rating of the members of Skyward Specialty Insurance Group, with a Stable outlook, and affirmed the "a" (Excellent) Long-Term Issuer Credit Ratings, while revising the outlook on the Long-Term Issuer Credit Ratings to positive from stable.

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 September 30, 2026, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rules 13a-15(e) and 15d-15(e) under the Exchange Act.

In connection with the evaluation of our disclosure controls and procedures as of September 30, 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 September 30, 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 Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the fiscal quarter ended September 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. The evaluation of internal control over financial reporting as of September 30, 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 risk factor updates set forth in our Quarterly Report on Form 10-Q for the period ended March 31, 2026 (our "Q1 10-Q"). There have been no other material changes in our risk factors in the nine months ended September 30, 2026 from those disclosed in our 2025 Form 10-K and our Q1 10-Q.

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

The following table represents share purchases made by the Company during the three months ended September 30, 2026, and the approximate dollar value of shares remaining that are authorized for purchase by the Company under its publicly announced share repurchase program.

($ in thousands, except share and per share amounts)	Total Number of Shares Purchased[(1)]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under Publicly Announced Plans or Programs
July 2026	—	$ —	—	$ 90,269
August 2026	2,077	59.95	—	90,269
September 2026	—	—	—	$ 90,269
Total	2,077	$ 59.95	—	

[(1)] *Includes shares withheld from participants in the Company's long-term incentive program for personal income taxes*

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

During the quarter ended September 30, 2026, certain of our executives (as defined in Rule 16a-1(f) of the Exchange Act) entered into Rule 10b5-1 trading arrangements (as such terms are defined in Item 408 of Regulation S-K) during an open insider trading window for the purchase or sale of our securities that are intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act and our policies regarding transactions in our securities.

On August 26, 2026, John Burkhart, President, US Property & Casualty, entered into a new Rule 10b5-1 Trading Arrangement. On August 28, 2026, Mark Haushill, Chief Financial Officer, entered into a new Rule 10b5-1 Trading Arrangement. On August 31, 2026, Sandip Kapadia, President, Reinsurance and Head of Actuarial, entered into a new Rule 10b5-1 Trading Arrangement. On September 14, 2026, Shakoor Khan, Chief Strategy & Corporate Development Officer, and Andrew Robinson, Chief Executive Officer, entered into new Rule 10b5-1 Trading Arrangements. The material terms of these trading plans are set forth in the table below.

Disclosure Events	Name *(Title)*	Date of Adoption	Nature of Trading Arrangement	Duration of Trading Arrangement	Aggregate Number of Securities
1	John Burkhart *(President, US Property & Casualty)*	August 26, 2026	Rule 10b5-1(c) Trading Arrangement	11/27/2026 – 11/23/2027	Up to 12,784 shares
2	Mark Haushill *(*Chief Financial Officer*)*	August 28, 2026	Rule 10b5-1(c) Trading Arrangement	11/27/2026 – 11/30/2027	Up to 98,241 shares
3	Sandip Kapadia *(President, Reinsurance and Head of Actuarial)*	August 31, 2026	Rule 10b5-1(c) Trading Arrangement	11/30/2026 – 11/26/2027	Up to 27,862 shares
4	Shakoor Khan (*Chief Strategy & Corporate Development Officer)*	September 14, 2026	Rule 10b5-1(c) Trading Arrangement	1/4/2027 – 12/31/2027	Up to 4,357 shares
5	Andrew Robinson *(Chief Executive Officer)*	September 14, 2026	Rule 10b5-1(c) Trading Arrangement	1/4/2027 – 12/31/2027	Up to 89,000 shares

Item 6. Exhibits

(a) Exhibits.

Exhibit Number	Exhibit Description
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 Apollo Executive Employment Agreement.
10.2+*	Form of Senior Advisor Letter Agreement.
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 and Principal Financial 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)

\+ Management contract or compensatory plan or arrangement.

* Filed herewith.

(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.

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.

Skyward Specialty Insurance Group, Inc.

Date: November 6, 2026

By: /s/ Andrew Robinson

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

Date: November 6, 2026

By: /s/ Mark Haushill

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

Exhibit 10.1

(1) APOLLO PARTNERS LLP

- and -

(2) [_____]

FORM OF EMPLOYMENT CONTRACT



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THIS AGREEMENT

PARTIES

(1) **APOLLO PARTNERS LLP,** a company incorporated in England with registered number **OC392885** whose registered office is at One Bishopsgate, London, EC2N 3AQ (the **Company**); and

(2) **[_____]** (**you**)

THE PARTIES agree:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions will, unless the context otherwise requires, have the meanings set opposite them:

Customer	any person, firm, company, syndicate or other undertaking (including without limitation any (re)insured or (re)insurer) who was provided with any products and/or services by the Company, any Group Company or any Syndicate (including without limitation a policy of (re)insurance and/or policy renewal) and with whom you dealt at any time during the Relevant Period (whether directly or indirectly through a broker, agent or other intermediary) or about whom you had access to Confidential Information;
Commencement Date	[_____]
Company Property	all property belonging to the Company, any Group Company or any Syndicate including any documents, correspondence, data, databases, files, plans, presentations, notes, records, keys, passes, software, hardware, credit cards, mobile phones, computer equipment, electronic devices, passwords and any Confidential Information;
Competing Business	any business which competes, or proposes to compete, with any business carried on by the Company, any Group Company or any Syndicate, in which you were involved at any time during the Relevant Period or about which you had access to Confidential Information;
Confidential Information	any confidential information belonging to the Company, any Group Company or any Syndicate, including: a) information relating to the businesses, finances, dealings, transactions and affairs of the Company, any Group Company or any Syndicate including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices, premiums for insureds, terms of business for insureds and clients, products and services under development, market research, trading models and trading strategies, strategy information, pricing models and capital models; b) names, addresses and contact details of customers, clients, insureds, brokers, intermediaries or introducers or potential customers, clients, insureds, brokers, intermediaries or introducers or other actual or prospective business contacts or suppliers or potential suppliers of the Company, any Group Company or any Syndicate; c) analyses made, or views taken, by the Company, any Group Company or any Syndicate in respect of the businesses, finances, dealings, transactions and affairs of the Company and/or any Group Company and/or any Syndicate, any customer, or potential customer, or any supplier or potential supplier of the Company, any Group Company, any Syndicate or any other third-party; d) information in respect of which the Company, any Group Company or any Syndicate is bound by an obligation of confidentiality to a third-party; and e) any information which is identified to you by the Company, any Group Company or any Syndicate as being confidential or secret in nature or which ought reasonably to be regarded as confidential;

Garden Leave	any period during which the Company exercises its rights under Clause 23.1;
Group or **Group Company**	the Company and its parent undertakings, its subsidiary undertakings and the subsidiary undertakings of any parent undertakings from time to time where "**subsidiary undertaking"** and "**parent undertaking"** have the meanings given to them in section 1162 Companies Act 2006;
Incapacity	any sickness, accident, injury or other incapacity which renders you incapable of properly performing your duties under this Agreement;
Intermediary	any person, firm, company or other undertaking (including, without limitation, any broker) who introduced private individuals or business organisations to the Company, any Group Company and/or any Syndicate with a view to them becoming a customer or insured of the Company, any Group Company or any Syndicate and with whom you dealt at any time during the Relevant Period (whether directly or indirectly) or about whom you had access to Confidential Information;
Key Employee	any person employed or engaged by the Company, any Group Company or any Syndicate at any time during the Relevant Period at the level of Assistant Underwriter or above and who could damage the interests of the Company or any Group Company if they were to be involved in any capacity with a Competing Business and with whom you had material dealings during the Relevant Period;
PAYE Deductions	deductions made to comply with the Company's liability to account for tax pursuant to regulations made under Chapter 2 of Part 11 Income Tax (Earnings and Pensions) Act 2003 and with its obligations to deduct national insurance contributions;
Prospective Client	any person, firm, company, syndicate or other undertaking (including without limitation any insured or insurer) with whom or which, at any time during the Relevant Period, the Company, any Group Company or any Syndicate was in discussion with a view to providing any products and/ or services (including without limitation a policy of insurance), and in which discussions you were involved (whether directly or indirectly through a broker, agent or other intermediary) or of which discussions you had knowledge or about which discussions you had access to Confidential Information;
Relevant Period	the period of 12 months ending on the Termination Date or if shorter, the duration of your employment;
Relevant Syndicate	any Syndicate with which you had dealings or about which you had access to Confidential Information at any time during the Relevant Period;
Restricted Business	products, services or business of the same type as, or similar to, products and/or services supplied by, and/or business undertaken by the Company or any Group Company with which you had dealings or about which you had access to Confidential Information at any time during the Relevant Period;

Syndicate	any insurance syndicate alliance between two or more people, firms or companies which may be formed from time to time for the purpose of risk management that is managed by the Company and/or any Group Company and/or of which the Company and/or any Group Company is a member;
Termination Date	the date on which your employment terminates for whatever reason;
WTR	the Working Time Regulations 1998.

1.2 In this Agreement:

1.2.1 any reference to this Agreement or to any other document include any permitted variation or amendment to this Agreement or such other document;

1.2.2 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;

1.2.3 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to this Agreement;

1.2.4 Clause headings are included for ease of reference only and will not affect the construction or interpretation of any provision of this Agreement;

1.2.5 any reference to any statute, statutory instrument, order, regulation or other similar instrument will be construed as including all modifications and re-enactments of them and all subordinate legislation made under them for the time being in force; and

1.2.6 any phrase introduced by the terms 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms**.**

2. EMPLOYMENT

2.1 You will be employed by the Company as [_____], or in such other role as the Company may require from time to time, subject to the terms of this Agreement.

2.2 The Company may from time to time employ or appoint any other person to act jointly with you in carrying out your duties and functions and exercising your powers under this Agreement**.**

2.3 You represent and warrant that:

2.3.1 you are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if you cease to be so entitled;

2.3.2 you will not, as a consequence of entering into or performing this Agreement, be in breach of any terms binding upon you of any contract, agreement, undertaking, court order or arrangement with, or any obligation to, any third party;

2.3.3 you are not subject to any restriction which will hinder or restrict you from performing any duties which you are or may be required to perform under this Agreement or for any Group Company or Syndicate;

2.3.4 you have no unspent criminal convictions and have never been disqualified from acting as a director; and

2.3.5 all the information that you have provided to the Company, and any third party acting on behalf of the Company, prior to the commencement of your employment is true and up-to-date and you have not deliberately omitted any relevant information.

3. COMMENCEMENT AND DURATION

3.1 Your employment will commence on [_____].

3.2 Your period of continuous employment with the Company will commence on the Commencement Date and no employment with a previous employer will count as part of your period of continuous employment with the Company. Your period of employment with Apollo Partners LLP will count as part of your period of continuous employment with the Company and so your continuous employment with the Company will be deemed to have commenced on [_____].

3.3 Your employment will continue, subject to the terms of this Agreement until terminated by either party, giving to the other not less than 12 months' notice in writing.

4. DUTIES

4.1 At all times during the employment, you will:

4.1.1 unless prevented by Incapacity, devote the whole of your working time, attention and skill to the carrying out of your duties under this Agreement;

4.1.2 at all times and in all respects, faithfully and competently perform such duties and exercise such powers, authorities and discretions as are consistent with your position and as may from time to time be assigned or delegated to you by the Company, provided that the Company may at any time require you to cease performing and exercising any or all of such duties, powers, authorities or discretions;

4.1.3 use your best endeavours to promote, develop and protect the business, interests, goodwill and reputation of the Company, any Group Company or any Syndicate for which you are required to perform duties;

4.1.4 keep the Company promptly and fully informed (in writing, if requested) of your conduct of its business and affairs and those of any Group Companies or any Syndicates for which you are required to perform duties and provide such further information or explanations as may be required;

4.1.5 obey all reasonable directions from time to time given to you by the Company and/or any Group Company and/or any Syndicate and comply with all rules, regulations, policies and procedures (including those relating to bribery and the facilitation of tax evasion) of the Company and/or any Group Company and/or any Syndicate for which you are required to carry out duties;

4.1.6 without prejudice to the generality of Clause 4.1.4 above, declare to the Company any interest that you may have (directly or indirectly) in any existing transaction and any proposed transaction or arrangement with the Company, any Group Company or any Syndicate, as soon as practicable and in any event before any such transaction or arrangement is entered into; and

4.1.7 without prejudice to the generality of Clauses 4.1.3, 4.1.4 and 4.1.6, ensure that the Company is aware as soon as practicable of:

(a) any activity, actual or threatened, which might affect the interests of the Company, any Group Company and/or any Syndicate;

(b) any actual, potential, or maturing business opportunity relevant to the Company, any Group Company or any Syndicate; and

(c) your own misconduct or the misconduct of any agent, employee, officer, or worker of the Company, any Group Company or any Syndicate of which you are, or ought reasonably to be, aware.

4.2 During your employment, you will (without further remuneration), if required by the Company, be seconded to and/or carry out duties on behalf of any Group Company. You also agree that the Company may transfer your employment to that of another Group Company.

5. CONFLICTS OF INTEREST

5.1 Without prejudice to Clause 4.1, you will not at any time during your employment (including any period of Garden Leave), except as a representative or nominee of the Company or any Group Company, without the prior written consent of the Company:

5.1.1 directly or indirectly, be engaged, concerned or interested in any capacity in any business (which includes any material commitment to a charity or other non-profit-making entity) other than that of the Company, any Group Company or any Syndicate for which you are required to perform duties;

5.1.2 render services of any kind for remuneration to any person, company or other undertaking other than the Company, any Group Company or any Syndicate for which you are required to perform duties; or

5.1.3 take any steps that are preparatory to competing with the business of the Company, any Group Company or any Syndicate other than making a bona fide application for new employment.

5.2 Nothing in Clause 5.1 will prohibit you from holding or being interested in by way of bona fide personal investment securities of any company provided that such company is not in competition with the business of the Company, any Group Company or any Syndicate and that any such holding when aggregated with shares or securities beneficially owned by you or any of your connected persons will not exceed 5% of the whole or any class of the issued share capital of that company.

5.3 You confirm that you have disclosed in writing to the Company all circumstances existing at the date of this Agreement which would require the consent of the Company under Clause 5.1.1, 5.1.2 and 5.1.3 above and all circumstances in respect of which there is, or may be, a conflict of interest between the Company or any Group Company. You agree to disclose fully to the Company any such circumstances which may arise during your employment.

6. PLACE OF WORK AND TRAVEL

6.1 Your normal place of work will be the Company's office at One Bishopsgate, London, EC2N 3AQ, UK or such other location as the Company may from time to time require (whether on a permanent or temporary basis).

6.2 You shall be required to travel within the United Kingdom and/or overseas on the business of the Company or any Group Company as required for the proper performance of your duties, but you shall not be required to work outside the United Kingdom for any continuous period of more than one month.

7. HOURS OF WORK

7.1 You shall work 7 hours a day (excluding one hour for lunch) within the normal office hours of 9.00 am to 5.00 pm Monday to Friday. However, the Company may require you to work such additional hours on those days without additional remuneration as may be necessary for the proper performance of your duties.

7.2 To the extent that Regulation 4(1) of the WTR applies to you, you agree in accordance with Regulation 5 of the WTR that the limit of maximum weekly working time set out in Regulation 4(1) of the WTR will not apply to you during your employment. You acknowledge that you may terminate such opt out at any time by giving the Company not less than three months' written notice.

8. REMUNERATION

8.1 The Company will pay you an annual basic salary at the rate of £[_____] (less PAYE Deductions). Your basic salary will be payable by equal monthly instalments in arrears on or about the 23rd day of each calendar month and will be deemed to accrue from day to day.

8.2 Your basic salary will be reviewed by the Company annually but there is no obligation on the Company to increase it on review. There will be no review following service by either party of notice to terminate employment.

8.3 You authorise the Company at any time during your employment and upon its termination (howsoever arising), to deduct from your basic salary or other remuneration and/or any other sums due to you under this Agreement, any sums owed by you to the Company or any Group Company including any overpayments, loans or holiday pay.

9. BONUS

9.1 In the event that the Company permits you to participate in any bonus schemes or makes any award to you, the bonus will be of such amount and subject to such conditions (including, but not limited to, conditions for and timing of payment) as the Company may in its absolute discretion determine from time to time. The Company reserves the right to award a nil payment.

9.2 Unless expressly stated to the contrary in this Agreement or the rules of the relevant bonus scheme, the conditions set out in this clause apply to the award and payment of variable remuneration made to you by the Company under this Agreement or otherwise (including, but not limited to, any cash awards, any guaranteed variable remuneration and any deferred stock awards).

9.3 Any bonus awarded to you shall be purely discretionary, shall not form part of your contractual remuneration under this Agreement and shall not be pensionable. The making of an award shall not oblige the Company to make any subsequent awards.

9.4 Any bonus awarded to you will depend on a number of factors including your own performance, the performance of your team, the Company and any Group Company, and sound risk management principles.

9.5 You may be required to defer part of any sum awarded into a Company or Group Company share option scheme or similar instruments rather than the award being paid entirely in cash. The Company reserves the right to defer all or part of any discretionary bonus award made to you, to impose such conditions on future payment of any such deferral as it considers reasonable, to seek the repayment of any bonus award or adjust any deferred award as the Company considers reasonably necessary to ensure compliance with its regulatory obligations applicable from time to time.

9.6 The Company reserves the right to alter the percentage(s) of and the threshold at which any awards are deferred each year and which shall be notified to you from time to time.

9.7 Notwithstanding Clause 9.1, you shall have no right to be awarded or where an award has been made, paid bonus (pro rata or otherwise) if:

9.7.1 you are subject to any capability and/or disciplinary procedures; and/or

9.7.2 your employment has terminated (whether lawfully or unlawfully) or you are under notice of termination (whether given by you or the Company); and/or

9.7.3 payment by the Company may reasonably be in breach of any regulatory requirements.

9.8 If you have been notified that you are under investigation in accordance with the Company's disciplinary or capability procedure then your eligibility to be considered for a discretionary award will be postponed pending the conclusion of any such investigation and any subsequent disciplinary hearing or capability meeting.

9.9 Without prejudice to its other rights under this Agreement, the Company may, in its absolute discretion, at any time prior to the third anniversary of the date on which an award is made to you (or such longer period as may be required for the Company to complete an ongoing investigation or to comply with regulatory requirements, but not exceeding a further two years from the third anniversary of the date on which an award is made to you):

9.9.1 reduce (including a reduction to zero) the amount of such award;

9.9.2 impose further conditions on such award;

9.9.3 require you to make a cash repayment to the Company in respect of some or all of such award;

9.10 in circumstances where the Company considers appropriate, including but not limited to, circumstances where:

9.10.1 the Company becomes aware of any material wrongdoing on your part that would have resulted in the relevant award not being made or would have entitled the Company to terminate your employment in accordance with Clause 21 of this Agreement had it known about such material wrongdoing at the time the relevant award was made;

9.10.2 the Company becomes aware of a material error in assessing your performance against the relevant performance conditions at the time that the award was made;

9.10.3 you have acted in a manner which in the Company's opinion has brought or is likely to bring the Company into disrepute or is materially adverse to the interests of the Company;

9.10.4 you have failed to meet the appropriate standards of fitness and propriety;

9.10.5 the Company has reasonable evidence of fraud or dishonesty by you.

9.11 Any award made to you will be subject to:

9.11.1 the rules of the relevant bonus scheme under which it is granted (as may be varied from time to time at the Company's discretion);

9.11.2 regulatory requirements;

9.11.3 any other applicable legal or regulatory requirements, guidelines, recommendations or codes of practice; and

9.11.4 any applicable Company policies as may be varied or introduced by the Company from time to time.

9.12 Notwithstanding any other provision of this Agreement or of any bonus scheme in which you may participate, the Company reserves the right at any time to amend or replace the terms of any award or make them subject to such conditions as it may at its absolute discretion determine, including to ensure compliance with any relevant legal or regulatory requirements, guidelines, recommendations, codes of practice or policies.

10. EXPENSES

10.1 The Company will reimburse to you all reasonable expenses wholly, exclusively and properly incurred by you in the performance of your duties under this Agreement subject to the Company's policy from time to time and the production to the Company of such evidence of expenditure as the Company may require.

11. PENSION

11.1 The Company will comply with its employer pension duties in accordance with Part 1 of the Pensions Act 2008.

11.2 You may participate in such Group Personal Pension (**GPP**) arrangement that is operated by the Company from time to time subject to your eligibility and the governing documentation applying to that arrangement. Further details of the current pension arrangements are available from the HR department.

11.3 As a member of the GPP, the Company shall contribute 10% of your salary to the GPP each year in equally monthly instalments in arrears, such contributions shall be subject to the rules of the GPP and tax reliefs and exemptions available from HM Revenue & Customs, as amended from time to time. Any contributions made by you in accordance with the GPP rules in operation from time to time will be via salary sacrifice.

11.4 You are required to notify the Company in writing if you are registered for, or are otherwise eligible for, any form of tax protection which may be lost or prejudiced as a result of you being automatically enrolled or re-enrolled into a pension scheme. The Company shall have no liability to you in respect of any adverse tax consequences of your automatic enrolment or re-

enrolment where you fail to provide such notification, or where such notification is provided less than one week prior to the automatic enrolment or re-enrolment date.

12. OTHER BENEFITS

12.1 Subject to underwriting at a reasonable cost to the Company, and to you (and such other eligible persons) satisfying the normal underwriting requirements of the relevant insurance provider during the course of this Agreement, you will be eligible to participate at the Company's expense in such schemes as the Company may operate from time to time. Should you require further details of these benefits, please contact the HR department or visit Galaxy (the Company intranet).

12.2 If the provider of any insurance referred to in Clause 12.1 refuses for any reason to provide the applicable insurance benefit to you (or your family, as applicable), the Company shall not be liable to provide you with any replacement benefit of the same or similar kind or to pay compensation in lieu of such benefit.

12.3 Your participation in any scheme referred to in Clause 12.1 will be subject to the rules of the relevant scheme from time to time in force and you will be responsible for any related tax falling due.

12.4 The Company expressly reserves the right to at any time withdraw, reduce or vary your entitlement under or participation in any schemes or benefits and specifically those referred to in Clause 12.1 without compensation.

13. INCAPACITY

13.1 If you are absent from work due to Incapacity, you shall notify your line manager of the reason for the absence as soon as possible but no later than 09.30 am on the first day of absence.

13.2 On your return to work you must complete, sign and return any self-certification forms required by the Company. If your absence continues for a period of seven days or more you must provide your line manager with an appropriate statement of fitness for work ("**fit note**") as soon as possible after the seventh day of absence. If your absence persists beyond the end of the first fit note, you must continue to submit further fit notes to cover the whole period of your absence.

13.3 Subject to your compliance with this Clause 13 and the Company's sickness absence policy (in operation from time to time), if you are absent from your duties as a result of Incapacity you will be entitled to be receive your basic salary only for an aggregate period of up to 26 weeks ("**Company Sick Pay**") in any period of 52 weeks (whether the absence is intermittent or continuous). Company Sick Pay is inclusive of Statutory Sick Pay ("**SSP**"). Your qualifying days for SSP purposes are Monday to Friday. The Company reserves the right to withhold or suspend Company Sick Pay at its sole discretion in circumstances as set out in the Company's sickness absence policy as may be amended from time to time. For the avoidance of doubt, you will not be entitled to any payment other than SSP if you are subject to any current disciplinary investigation or proceedings.

13.4 Once you have exhausted your entitlement to Company Sick Pay in any 52-week period, you will not be entitled to any further payment of Company Sick Pay until you have returned to work and had no further absences for at least three months.

13.5 You agree to have a medical examination performed by a doctor appointed and paid for by us and you hereby authorise us to have access to any report produced as a result of any such examination as we may from time to time require.

13.6 The Company's rights to terminate your employment under the terms of this Agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay, permanent health insurance or any other Incapacity-related benefit.

13.7 In the event that you are incapable of performing your duties under this Agreement by reason of Incapacity caused wholly or partially by a third party, you must immediately inform the Company of that fact and of any action which you take against that third party including details of any claim, compromise, settlement or judgment and such additional information as the Company may request. All payments made to you by the Company under this Clause 13 will, to the extent that compensation is recoverable from the third party, constitute loans by the Company to you (despite the fact that deductions for income tax and employees' national insurance contributions may have been made) and will be repaid to the Company on request

when and to the extent that you recover compensation from the third party by action or otherwise.

14. HOLIDAYS

14.1 During your employment, you will be entitled to 31 working days' paid holiday in each holiday year (in addition to bank and other public holidays in England), to be taken at such time or times as are approved by the Company and in accordance with the Company's holiday policy as in operation from time to time. The holiday year runs from 1st January to 31st December each year. Your holiday entitlement incorporates your statutory basic and additional annual leave entitlement.

14.2 In each holiday year, any holiday that you take shall be deemed to be taken in the following order: holiday under regulation 13 of the Working Time Regulations 1998, holiday under regulation 13A of the Working Time Regulations 1998, followed by any additional contractual holiday.

14.3 The Company may require you to take holidays on particular dates including during any notice period or Garden Leave. You will be given reasonable notice of any such requirement.

14.4 Holiday entitlement in the holiday year in which the employment commences and the holiday year in which the employment terminates will be proportionate to your period of service during that holiday year (rounded up to the nearest full day).

14.5 You shall not carry forward any untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, bereaved partner's paternity or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

14.6 You shall not be paid in lieu of untaken holiday except on termination of your employment. Subject to Clause 14.7, on termination of your employment, a proportionate adjustment will be made by way of addition to or deduction from (as appropriate) your final gross pay calculated at a daily rate of 1/260th of Basic Salary.

14.7 If the Company has terminated or would be entitled to terminate your employment under Clause 21 or if you have terminated your employment in breach of this Agreement any payment due under Clause 14.6 shall be limited to your statutory entitlement and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement. Reimbursement of any excess holiday taken by you shall be recoverable in full at the rate at which it was paid to you.

15. OTHER PAID LEAVE

15.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility criteria or conditions: statutory maternity leave, statutory paternity leave, statutory adoption leave, statutory parental leave, statutory shared parental leave, statutory bereaved partner's paternity leave and statutory parental bereavement leave. You may also be eligible for enhanced Company pay in respect of such leave subject to the Company's policies in place from time to time.

16. TRAINING

16.1 During your employment you will be required at a minimum to complete appropriate induction training upon joining and any further training that facilitates compliance with applicable legal and/or regulatory obligations, which will be paid for by the Company. Other mandatory training may be introduced by from time to time at the cost of the Company.

17. CONFIDENTIAL INFORMATION

17.1 You will not, except in the proper performance of your duties under this Agreement, either during your employment or at any time after its termination (howsoever caused) use for your own benefit or for the benefit of any other person, company or undertaking, or directly or indirectly disclose to any person any Confidential Information.

17.2 During the employment, you will use your best endeavours to prevent the disclosure to third parties of any Confidential Information.

17.3 The restrictions contained in this Clause 17 will not apply to:

17.3.1 use or disclosure authorised by the Company or Group or required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body;

17.3.2 any information that, otherwise than through your unauthorised use or disclosure, already is, or comes into, the public domain; and/or

17.3.3 a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 and/or a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.

18. INTELLECTUAL PROPERTY

18.1 For the purpose of this clause, "**Intellectual Property**" means patents, trade marks, service marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, copyrights, all rights whatsoever in computer programs, firmware, apps and other computer software and data, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

18.2 Subject to the relevant provisions of the Patents Act 1977 the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988, if at any time in the course of your employment you make or discover or participate in the making or discovery of any Intellectual Property relating to or capable of being used in the business of the Company:

18.2.1 you shall immediately disclose full details of such Intellectual Property to the Company;

18.2.2 you hereby assign with full title guarantee to the Company, by way of present and future assignment, all Intellectual Property created by you during your employment under this Agreement, for the full period of protection therein absolutely, together with all physical and digital materials embodying or relating to such Intellectual Property;

18.2.3 you shall not attempt to register any Intellectual Property, in your own name or otherwise, unless requested to do so in writing by the Company; and

18.2.4 at the request and expense of the Company you shall do all things which may be necessary or desirable for: (a) granting the Company with access and control of the physical and digital materials embodying or relating to such Intellectual Property; and (b) obtaining appropriate forms of protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

18.3 You hereby irrevocably appoint the Company to be your attorney in your name and on your behalf to sign, execute or do any instrument or thing and generally to use your name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause 18 and in favour of any third party a certificate in writing signed by any member, director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

18.4 You hereby waive all of your present and future moral rights (as defined in the Copyright Designs and Patents Act 1988) in respect of any acts of the Company or any acts of third parties done with the Company's authority in relation to any Intellectual Property which is the property of the Company by virtue of the above. You hereby confirm and acknowledge that this waiver shall operate in favour of the Company, its licensees, assigns and successors in title.

18.5 All rights and obligations under this Clause 18 in respect of Intellectual Property made or discovered by you during your employment shall continue in full force and effect after the termination of employment and shall be binding upon your personal representatives.

18.6 References in this Clause 18 to the Company shall be construed, where appropriate, as including reference to the Group and/or any Group Company.

19. DATA PROTECTION, COMMUNICATIONS AND MONITORING

19.1 The Company will process your personal data in accordance with applicable data protection legislation and its privacy notice. The Company may monitor any use you make of its or the Group's telecommunication or computer systems.

19.2 You must take all reasonable steps to comply with the Company's data protection policy and applicable data protection legislation, including ensuring that any information or personal data which you access, hold or process in the course of your employment (including personal data relating to any employee, customer, client, supplier, broker, insured or agent of the Company or any Group Company or Syndicate) will not be available to third-parties and will be kept securely by you, particularly if such information is accessed by or accessible to you via a mobile device, such as a laptop or mobile phone.

20. DISCIPLINARY AND GRIEVANCE PROCEDURES

20.1 A copy of the relevant non-contractual disciplinary and grievance rules and procedures which apply from time to time can be obtained from Human Resources department. These rules and procedures contain details of the person to whom you may address any grievance and the person to whom you may address an appeal against a disciplinary decision.

20.2 The Company may, in its absolute discretion, suspend you from work, for so long as it deems necessary to carry out a proper investigation and to hold any appropriate disciplinary and/or appeal hearings, in order to investigate any claim or allegation which the Company considers could constitute serious misconduct, where relationships have broken down, where the Company has any grounds to consider that the Company's property or responsibilities to other parties are at risk, and/or where Company considers that your continued presence at the Company's premises could hinder an investigation.

21. TERMINATION

21.1 Notwithstanding the provisions of Clause 3, the Company will be entitled to terminate your employment with immediate effect, by notice in writing, without payment in lieu of notice or compensation if:

21.1.1 you are guilty of any gross misconduct in connection with or affecting the business of the Company, any Group Company or any Syndicate for which you are required to perform duties (a non-exhaustive list of offences to be regarded as gross misconduct may be found in the Company's disciplinary policy as amended from time to time);

21.1.2 you commit any serious or repeated breach or non-observance of any of the provisions of this Agreement or you refuse or neglect to comply with any reasonable and lawful directions of the Company or any Group Company;

21.1.3 in the reasonable opinion of the Company, you are grossly negligent and/or incompetent in the performance of your duties;

21.1.4 you are guilty of theft, fraud or dishonesty or engage in any conduct which, in the opinion of the Company, has brought or may bring you, or the Company, any Group Company or any Syndicate into disrepute or has prejudiced or may prejudice, the business or affairs of the Company, any Group Company or any Syndicate;

21.1.5 you are convicted of any criminal offence (except for a minor road traffic offence for which a fine or non-custodial penalty is imposed);

21.1.6 any of the warranties set out in Clause 2.3 above is found by the Company to be inaccurate, misleading or untrue;

21.1.7 you are in breach of anti-bribery and corruption laws and/or the Company's anti-bribery and corruption policy as in force from time to time;

21.1.8 you are in breach of laws preventing the facilitation of tax evasion and/or the Company's anti-facilitation of tax evasion policy;

21.1.9 you are guilty of a serious breach of any rules or policies issued by the Group from time to time regarding the use of its electronic communication systems or social media;

21.1.10 you cease to be eligible to work in the United Kingdom;

21.1.11 you fail to acquire or retain any professional or regulatory qualification or permission which is necessary for you to carry out your duties;

21.1.12 you commit a serious breach or repeated breaches of any rules and regulations of any applicable regulatory body (including but not limited to the FCA Conduct Rules); and/or

21.1.13 the Company is no longer satisfied that you meet the required standards of fitness and propriety for your role.

21.2 The rights of the Company under Clause 21.1 are without prejudice to any other rights that it might have at law to terminate your employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by the Company in exercising any right to terminate summarily under Clause 21.1 will not constitute a waiver of that right.

22. PAYMENT IN LIEU OF NOTICE

22.1 The Company reserves the right in its sole and absolute discretion to terminate your employment with immediate effect at any time by giving you written notice that it intends to pay you your basic salary (as at the Termination Date) only in lieu of the notice period referred to in Clause 3 or, if notice has already been given, the balance of it ("**Payment in Lieu**").

22.2 If, at any time after the Company has exercised its right to make a Payment in Lieu under Clause 22.1 the Company reasonably considers that you have committed an act of gross misconduct during your employment, it will be released from its obligation to make the Payment in Lieu and any payment that has already been made to you under Clause 22.1 will be repayable by you to the Company as a debt.

23. GARDEN LEAVE

23.1 At any time after you or the Company has given notice to terminate your employment, the Company may in its absolute discretion, by written notice, place you on Garden Leave for all or any part(s) of the remainder of your employment.

23.2 During any period of Garden Leave:

23.2.1 the Company will be under no obligation to provide any work to you or vest any powers in you and may employ or appoint any other person(s) to carry out your duties and functions and exercise your powers under this Agreement;

23.2.2 the Company may revoke any powers you hold on behalf of the Company and/or any Group Company and/or Syndicate and may require you to carry out alternative duties or only to perform specific duties and/or to carry our special projects at such locations (including your home) as the Company may require;

23.2.3 the Company will be entitled at any time to announce to employees, clients, customers, suppliers, agents and any other business contacts and to any other third-party that you have been given notice of termination or have resigned (as the case may be);

23.2.4 you must not, without the prior written consent of such person as nominated by the Company, attend your normal place of work or any premises of the Company, any Group Company or any Syndicate;

23.2.5 you must not have any contact or communication with any adviser, agent, client, consultant, customer, director, distributor, employee, officer, shareholder, supplier or other business contact of the Company, any Group Company or any Syndicate or make any announcement (whether directly or indirectly) in relation to the termination of your employment or otherwise;

23.2.6 you must keep the Company informed of your whereabouts and how you can be contacted during each working day (except during any period expressly booked and taken as holiday leave in accordance with the Company's holiday policy);

23.2.7 you will remain an employee of the Company and continue to owe the Company all the duties of employment, including the duty of fidelity and any fiduciary duties and you will remain bound by the terms of this Agreement;

23.2.8 you will continue to be paid at the rate to which you would be entitled were you not on Garden Leave and to receive contractual benefits in the usual way subject to the terms of any benefit scheme;

23.2.9 you will be deemed to have taken all your accrued but unused holiday entitlement and you will not be entitled to any pay in lieu of holiday entitlement on the termination of your employment;

23.2.10 you will not be entitled to become employed by, do work or perform services for any other person or undertaking; and

23.2.11 upon the Company's request, you must effect an orderly handover of work as required.

24. CORPORATE RECONSTRUCTION OR AMALGAMATION

24.1 If your employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation, or as part of any arrangement for the amalgamation of the undertaking of the Company not involving liquidation, and you are offered and refuse employment with any concern or undertaking resulting from such reconstruction or amalgamation (as the case may be), or a subsidiary undertaking of any such concern, undertaking or company, on terms and conditions no less favourable overall to you than the terms and conditions of this Agreement, then you will have no claim in respect of the termination of your employment.

25. YOUR OBLIGATIONS ON TERMINATION

25.1 On the Termination Date or otherwise at the Company's request at any time you will:

25.1.1 immediately deliver to the Company all Company Property which is under your possession or control;

25.1.2 subject to any contrary directions from the Company, irretrievably delete any information relating to the business of the Company that you have stored on any computer system, electronic or digital storage device which does not belong to the Company, including (to the extent technically practicable) from such systems and data storage services provided by third parties; and

25.1.3 if requested, provide a signed statement to the Company confirming that you have complied fully with your obligations under Clauses 25.1.1 and 25.1.2 and, on request, provide the Company with such reasonable evidence of compliance as may be required and permit a representative of the Company to inspect any relevant electronic or digital storage or memory device in order to confirm your compliance with your obligations under Clause 25.1.1 and 25.1.2.

25.2 The Company reserves the right to make a deduction under Clause 8.3 in the event that any Company Property is not returned in accordance with Clause 25.1.1.

26. POST-TERMINATION OBLIGATIONS

26.1 In order to protect the Confidential Information and the Group's business connections to which you have access as a result of your employment, you undertake to the Company for itself and as trustee and agent for each Group Company that you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person:

26.1.1 for a period of 12 months from the Termination Date, be engaged, interested or concerned whether as principal, agent, representative, partner, director, employee,

joint venturer, investor, consultant or any other capacity in any Competing Business, except that you may hold up to 5% of any class of securities of any company;

26.1.2 for a period of 12 months from the Termination Date, on behalf of a Competing Business:

(a) be involved with the provision of products or services to, or otherwise have any business dealings with any Customer in relation to any Restricted Business; or

(b) be involved with the provision of products or services to, or otherwise have any business dealings with any Prospective Customer in relation to any Restricted Business; or

26.1.3 for a period of 12 months from the Termination Date, on behalf of a Competing Business:

(a) entice or solicit, or endeavour to entice or solicit, any Customer to provide custom or business in relation to any Restricted Business; or

(b) entice or solicit, or endeavour to entice or solicit, any Prospective Customer to provide custom or business in relation to any Restricted Business;

26.1.4 for a period of 12 months from the Termination Date, on behalf of a Competing Business:

(a) interfere (or attempt to do so) with the relationship between the Company, any Group Company or any Syndicate and any other Intermediary;

(b) canvass, solicit, approach or seek out or cause to be canvassed, solicited, approached or sought out any Intermediary for instructions and/or placements of business in respect of Restricted Business;

(c) have any business dealings with any Intermediary;

(d) have any business dealings with any Relevant Syndicate; or

26.1.5 for a period of 12 months from the Termination Date employ or be directly involved in the employment of any Key Employee with a view to such Key Employee working for or providing services to a Competing Business;

26.1.6 for a period of 12 months from the Termination Date, entice or solicit, or endeavour to entice or solicit, any Key Employee away from the Company or any Group Company, with a view to such Key Employee working for or providing services to a Competing Business;

26.1.7 become an employee of, or provide services to, any Competing Business at the same time as, or in the 6 months after, any Key Employee becomes an employee of, or provides services to, that Competing Business; or

26.1.8 at any time after the Termination Date, represent yourself as connected with the Company, any Group Company or any Syndicate in any capacity, other than as a former employee or (if that is the case) shareholder, or use any registered business names or trading names associated with the Company, any Group Company or any Syndicate.

26.2 The duration of the restrictions in Clauses 26.1.1 to 26.1.8 will be reduced by any period of time that you have spent on Garden Leave immediately prior to the Termination Date.

26.3 You acknowledge and agree that each of Clauses 26.1.1 to 26.1.8 constitutes an entirely separate and independent restriction on you and that the duration, extent and application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. You agree that if any of such restrictions will be held void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason, but would be valid and effective if part of the wording of it was deleted and/or any period or area referred to in it reduced in time or

scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.

26.4 Before accepting any offer of future employment with another employer, received during your employment by the Company or before the expiry of the post-termination restriction in Clause 26.1 with the longest duration, you will disclose a copy of the whole of Clause 26 and the relevant defined terms to the prospective employer and will disclose the identity of the prospective employer and the name of the individual making the offer to the Company as soon as possible.

26.5 If any person who is an employee or was formerly an employee of the Company or any Group Company solicits, induces or endeavours to solicit or induce you to leave the employment of the Company with a view to you taking up a position as representative, partner, director, employee, joint venturer, investor, consultant or otherwise of any Competing Business, you will immediately inform a director of the Company.

26.6 The obligations entered into by you in the whole of Clause 26 are given to the Company for itself and as trustee for each and any Group Company, and the Company declares that, to the extent that such obligations relate to any Group Company, the Company holds the benefit of them as trustee.

26.7 If your employment is transferred to any company, firm, person or entity other than the Company (**Transferee Employer**) pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, at the request and expense of the Transferee Employer, enter into an agreement with the Transferee Employer containing post-termination obligations corresponding to the obligations in the whole of Clause 26, protecting the confidential information, trade secrets and business connections of the Transferee Employer.

26.8 You will, at the request and at the cost of the Company, enter into a direct agreement or undertaking with any Group Company, under which you will accept restrictions and provisions corresponding to the restrictions and provisions contained in the whole of Clause 26 (or such of them as may be considered by the Company as appropriate in the circumstances) for such period and in respect of such area as such company may reasonably require for the protection of its legitimate interests.

27. MISCELLANEOUS

27.1 No term of this Agreement will be enforceable by a third party (save for any Group Company) in their own right by virtue of section 1(1) of the Contracts (Rights of Third Parties) Act 1999 and for the avoidance of doubt this Agreement may be rescinded or varied (whether in whole or in part) by agreement between you and the Company without the consent of any third party.

27.2 This Agreement contains the entire agreement between the parties relating to its subject matter and is in substitution for all previous agreements and arrangements (whether written or oral, express or implied) between you and the Company or any Group Company. Any such agreements and arrangements will be deemed to have been terminated by mutual consent as from the Commencement Date.

27.3 There are no collective agreements in force that directly affect the terms and conditions of your employment.

27.4 The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. Changes to your terms and conditions of employment will be notified to you in writing before the date upon which they come into force. No other variation to this Agreement, or waiver of any right or obligation under it, will be effective unless made by the parties and evidenced in writing and signed by or on or behalf of the parties and expressed to be such a variation or waiver. In entering into this Agreement neither party has relied on any statement, representation or promise not expressly contained in it, provided that nothing in this Clause 27.4 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

27.5 In the event of one or more of the provisions of this Agreement being invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

27.6 The validity, construction and performance of this Agreement, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably submits to the jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement.

28. KEY TERMS OF EMPLOYMENT

Commencement date	[_____]
Job title	[_____]
Place of work	1.1 One Bishopsgate, London, EC2N 3AQ, UK
Hours of work	7 hours a day (excluding one hour for lunch) within the normal office hours of 9.00 am to 5.00 pm Monday to Friday.
Base salary	£[_____] (less PAYE Deductions).
Bonus	Subject to Clause 9 of this Agreement, you will be eligible to receive a discretionary bonus.
Pension	Eligible employees will be entitled to participate in such Group Personal Pension (GPP) arrangement set out in Clause 11.1 of this Agreement.
Holiday	31 working days' per holiday year (in addition to bank and other public holidays in England), subject to Clause 14.4 of this Agreement.
Notice of termination	Either party may terminate this agreement by giving notice in writing, subject to Clause 3.

This Agreement is EXECUTED by the parties as follows:

Executed by:

[_____] for and on behalf of
APOLLO PARTNERS LLP

.....

Signature

.....

Date

Executed as a Deed and delivered on the date indicated by:

Signed by

.....

Employee Name

.....

Employee Signature

.....

Date

in the presence of:

.....

Witness Name

.....

Witness Signature

.....

Date

.....

Witness Address

.....

Witness Occupation

29.

SKYWARD
Service Company

[_____], [____]

[_____]

Re: Senior Advisor Letter Agreement

Dear [____]:

Thank you for advising us of your intent to retire and providing the notice required under the "Modified Qualifying Retirement" provisions of your employment agreement. Thank you also for your agreement to stay on through [____] as a Senior Advisor to the Company. This letter agreement ("Agreement") specifies the terms of the agreement we have reached. Certain capitalized terms used have the meanings set forth on the attached Exhibit A.

I. **Terms of Employment**. Effective [____], you will retire from your current role with the Company. At that time, and without a break in employment, you will transition to a position of Senior Advisor with the Company and will remain a Senior Advisor through [____] (the "**Agreement Period").** The Company may offer to extend the Agreement Period, subject to your consent.

II. **Intent of Agreement.** It is the intent of the parties that your continued employment through the end of the Agreement Period will satisfy the continued employment requirements for "Modified Qualifying Retirement" under Section 5.1(c) of the Employment Agreement, so that upon the conclusion of the Agreement Period you will be eligible for the Modified Qualifying Retirement benefits provided your Employment Agreement, subject to your timely provision of a release of claims as provided therein. You acknowledge and agree that your transition to the position of Senior Advisor effective as of the effective date of your retirement from your current role is voluntary and at your election, and the changes in the terms of your employment as set forth in this Agreement will not give rise to your right to resign for "Good Reason" under the terms of your Employment Agreement.

III. **Roles and Responsibilities**. As a Senior Advisor, you will provide ongoing support and such other advisory services as may reasonably be requested from time to time by the Chief Executive Officer.

IV. **Compensation**. Your annualized base salary as a Senior Advisor during the Agreement Period shall be $[____]. You understand that in your capacity as Senior Advisor, you will remain classified as a full-time employee, albeit at the stated, reduced salary, and may continue to choose to participate in all employee benefit plans for which you are eligible in accordance with their terms. However, during the Agreement Period you will not be eligible to earn an Annual Bonus or otherwise participate in the Company's Short Term Incentive Plan (commencing with the [____] plan year) and will not be eligible to receive any new LTIP equity awards. You will still be eligible to earn an Annual Bonus for the [____] plan year.

V. **Effect on Continued Employment, Compensation, and Benefits**. Nothing in this Agreement shall restrict your continuing participation in employee benefit plans of the Company for which

you qualify. This Agreement is not intended to, nor does it modify the at-will employment relationship between you and the Company. Notwithstanding anything to the contrary in the Employment Agreement, the terms of this Agreement shall govern and supersede any inconsistent terms of the Employment Agreement with respect to the subject matter hereof.

To accept this Agreement, please sign where indicated below, and return no later than [____], [____], to me at [redacted]

Sincerely,

/s/_____

ACKNOWLEDGED AND AGREED TO BY:

/s/_____

Date: _____

Exhibit A Definitions

"Annual Bonus" means an annual, calendar-year cash bonus (payable in a single lump sum) based on criteria determined in the sole discretion of the Board of Directors of the Company or a committee thereof.

"Code" means the Internal Revenue Code of 1986, as amended. "Company" means Skyward Specialty

Insurance Group, Inc.

"Employment Agreement" means that certain Executive Employment Agreement, dated as of [____], [____], by and between the Company and you, as may be amended from time to time.

"LTIP" means the Company's 2022 Long-Term Incentive Plan or any successor plan.

EXHIBIT 31.1

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: November 6, 2026

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

EXHIBIT 31.2

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: November 6, 2026

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

EXHIBIT 32.1

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 nine months ended September 30, 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:	November 6, 2026	By:	/s/ Andrew Robinson
		Name:	Andrew Robinson
		Title:	Chairman and Chief Executive Officer
Date:	November 6, 2026	By:	/s/ Mark Haushill
		Name:	Mark Haushill
		Title:	Chief Financial Officer