UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 2, 2021

JAMES RIVER GROUP HOLDINGS, LTD.

(Exact name of registrant as specified in its charter)

Bermuda	001-36777	98-0585280
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Wellesley House, 2nd Floor, 90 Pitts Bay Road, Pembroke HM08, Bermuda
(Address of principal executive offices)
(Zip Code)

(441) 278-4580
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

☐ Written Communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 Shares, par value $0.0002 per share	JRVR	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 2.02 Results of Operations and Financial Condition.

On August 4, 2021, James River Group Holdings, Ltd. (the "Company") issued a press release announcing its financial results for the quarter ended June 30, 2021. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K (this "Form 8-K").

The information in this Item 2.02 and in Exhibit 99.1 furnished herewith shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act unless specifically stated by the Company.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, Robert P. Myron, the President and Chief Operating Officer of James River Group Holdings, Ltd. (the "Company"), retired effective July 31, 2021. In connection with his retirement, Mr. Myron, the Company and the Company's wholly-owned subsidiary, James River Group, Inc., entered into a Separation and Release Agreement (the "Separation Agreement") on August 2, 2021. The Separation Agreement provides for, among other things, Mr. Myron to provide consulting services ("Consulting Services") to the Company as requested by the Company's Chief Executive Officer for the period of August 1, 2021 through December 31, 2021; provided, that he will not be required to perform the Consulting Services for a period greater than twenty hours a month during that period. Mr. Myron will be paid $29,167 per month as compensation for rendering the Consulting Services pursuant to the Separation Agreement. The Separation Agreement also provides for mutual releases among the Company and Mr. Myron; provided, however, that, among other things, the confidentiality, non-competition and non-solicitation obligations set forth in Mr. Myron's employment agreement are unaffected. The Separation Agreement will not become effective until the seven-day revocation period has expired.

The foregoing description of the terms and conditions of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

Item 8.01 Other Events.

On August 4, 2021, the Company announced that its Board of Directors declared a cash dividend of $0.30 per common share of the Company to be paid on September 30, 2021 to shareholders of record on September 13, 2021.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following Exhibit is furnished as a part of this Form 8-K:

Exhibit No.	Description
10.1	Separation and Release Agreement, dated as of August 2, 2021, by and among Robert P. Myron, the Company and James River Group, Inc.
99.1	Press Release of the Company dated August 4, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Pursuant to Item 601(a)(5) of Regulation S-K, a schedule has been omitted. A copy of the omitted schedule will be furnished to the Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

JAMES RIVER GROUP HOLDINGS, LTD.

Dated: August 4, 2021

By: /s/ Sarah C. Doran
Sarah C. Doran
Chief Financial Officer

Exhibit 10.1

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (the "Agreement") is entered into by and among James River Group Holdings, Ltd. (the "Parent Company"), its subsidiary James River Group, Inc. ("JRGI") and Robert P. Myron ("Employee") (JRGI, the Parent Company and Employee will be collectively referred to hereinafter as the "Parties").

WHEREAS, Employee is employed by each of the Parent Company and JRGI (together, the "Company") as its President and Chief Operating Officer pursuant to an employment agreement dated as of August 5, 2019 (the "Employment Agreement");

WHEREAS, the Company and Employee have mutually agreed that the employment of Employee by Parent Company and JRGI, and Employee's position as an officer of Parent Company and JRGI, will end on July 31, 2021 (the "Separation Date") as a result of Employee's request to retire for health reasons related to the lingering effects of Lyme Disease on that date, and the Company's decision to grant that request; and Employee will provide transition services to the Parent Company and JRGI solely as an independent contractor/consultant from August 1, 2021 through to December 31, 2021;

WHEREAS, the Parties seek to fully and finally settle all existing claims, whether or not now known, arising out of Employee's employment and termination of employment on the terms set forth herein;

NOW THEREFORE, the Parties mutually understand and agree as follows:

1. Termination of Employment. Employee's retirement will be effective, the employment of Employee by Parent Company and JRGI will end, and Employee shall cease to be an officer of Parent Company and JRGI, on the Separation Date.

2. Bonus for 2021. Employee shall not be entitled to a bonus, pro-rata or otherwise, for 2021.

3. Payments for Tax Preparation Services. Subject to the Company's timely receipt of this Agreement executed by Employee and Employee's not exercising his right of revocation of this Agreement (as described below): (a) Employee may, at the Company's expense, use the Company's retained tax advisory service provider for the preparation of Employee's tax returns for 2021; and (b) in the event that Employee receives a tax equalization true-up payment from the Company in 2022, the Company shall reimburse Employee for up to $7,500 in tax preparation fees for the cost of tax preparation services retained by Employee related to the 2022 tax year, which will be reimbursed no later than the end of the calendar year following the calendar year in which the expense was incurred (collectively, the Company's payments for the costs of tax preparation services for the 2021 and 2022 tax years, the "Tax Preparation Payments"). Reimbursement for the cost of tax preparation services will only apply to costs incurred in the calendar year following the 2022 tax year; no amounts reimbursable for one tax year may affect amounts payable for any other tax year or otherwise; and no other amount will be available in lieu of these reimbursement rights.

4. Consulting Services. Subject to the Company's timely receipt of this Agreement executed by Employee and Employee's not exercising his right of revocation of this Agreement (as described below), Employee will provide consulting services remotely as an independent contractor, not as an employee, to the Parent Company and JRGI ("Consulting Services"), as requested by the Chief Executive Officer of the Parent Company and of JRGI ("CEO"), up to a maximum of twenty (20) hours per month, for the period of August 1, 2021 through to December 31, 2021, and will be paid $29,167 per month for such services (the "Consulting Payments"), which will be paid no later than ten (10) days after the end of each applicable calendar month. Consulting Services may include assisting in the transition of Employee's duties to one or more other employees of the Company. Employee shall control the detail, manner and method of performing the Consulting Services, provided that Employee responds within a reasonable time to requests by the CEO.

5. Joint Obligations. Both the Parent Company and JRGI are jointly liable for all payment obligations of the Company pursuant to this Agreement, and JRGI may satisfy all such payment obligations.

6. Forfeiture of Unvested RSUs. Pursuant to the terms of Restricted Share Unit Award Agreements between Employee and the Parent Company, all Restricted Share Unit Awards that remain unvested as of the Separation Date ("Unvested RSUs") shall be forfeited and cancelled without payment on the Separation Date.

7. Consideration. Employee acknowledge that (a) the release of claims by the Company set forth in Section 11 of this Agreement (the "Company Release"), the Tax Preparation Payments and the Consulting Payments exceed that to which Employee would otherwise be entitled upon retirement from employment under any contract between Employee and the Company or the normal operation of the Company's benefit plans, policies, and/or practices; and (b) the Company Release, the Tax Preparation Payments, and the Consulting Payments are adequate consideration for Employee's promises set forth in this Agreement, including the release of claims by Employee set forth in Section 8 of this Agreement. Irrespective of whether Employee signs this Agreement, Employee will retain any rights Employee may otherwise have to medical, dental, and vision benefits continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, or other applicable law (which rights will be explained in greater detail in a separate notice provided to Employee), and will be paid all compensation and benefits earned through the Separation Date, as follows:

(a) accrued but yet unpaid base salary earned through the Separation Date will be paid no later than ten (10) days after the Separation Date;

(b) any unused vacation accrued through the Separation Date will be paid no later than ten (10) days after the Separation Date;

(c) reasonable business expenses incurred, but not paid prior to, the Separation Date will be reimbursed in accordance with Section 2(e) of the Employment Agreement within forty-five (45) days after the Separation Date; and

(d) any accrued but unpaid Tax Equalization Payments described in Section 2(c)(ii) of the Employment Agreement will be paid at the times described in Section 2(c)(ii) of the Employment Agreement.

8. Waiver and Release of the Company. For valuable consideration from the Company, receipt of which is hereby acknowledged, Employee waives, releases, and forever discharges the Company and its current and former parents, subsidiaries, divisions, affiliates, shareholders, officers, directors, attorneys, agents, employees, successors, and assigns (collectively referred to as the “Company Releasees”) from any and all rights, causes of action, claims or demands, whether express or implied, known or unknown, that arise on or before the date that Employee executes this Agreement, which Employee has or may have against the Company and/or the Company Releasees, including, but not limited to, any rights, causes of action, claims, or demands relating to or arising out of the following:

(a) anti-discrimination, anti-harassment, and anti-retaliation laws, such as the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit employment discrimination based on age; Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Equal Pay Act, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Genetic Information Nondiscrimination Act, which prohibits discrimination on the basis of genetic information; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; and the laws of North Carolina and Bermuda that prohibit employment discrimination or wage discrimination;

(b) other employment laws, such as the United States Worker Adjustment and Retraining Notification Acts, which requires that advance notice be given of certain workforce reductions; the Employee Retirement Income Security Act of 1974, which, among other things, protects employee benefits; the Family and Medical Leave Act, which requires employers to provide leaves of absence under certain circumstances; the laws of North Carolina and Bermuda which regulate wage and hour matters, including all forms of compensation, vacation pay, sick pay, compensatory time, overtime, commissions, bonuses, and meal and break periods; state family, medical, and military leave laws, which require employers to provide leaves of absence under certain circumstances; the Sarbanes Oxley Act of 2002; and any other federal, state, or local laws relating to employment;

(c) tort, contract, and quasi-contract claims, such as claims with respect to unvested equity awards or claims for breach of the Employment Agreement, wrongful discharge, physical or personal injury, intentional or negligent infliction of emotional distress, fraud, fraud in the inducement, negligent misrepresentation, defamation, invasion of privacy, interference with contract or with prospective economic advantage, breach of implied contract, unjust enrichment, promissory estoppel, breach of covenants of good faith and fair dealing, negligent hiring, negligent supervision, negligent retention, and similar or related claims; and

(d) all remedies of any type, including, but not limited to, damages and injunctive relief, in any action that may be brought on Employee’s behalf against the Company and/or the Company Releasees by any government agency or other entity or person, related to the claims released by this Section 8.

Employee understands that Employee is releasing claims about which Employee may not know anything at the time Employee executes this Agreement. Employee acknowledges that it is

Employee’s intent to release such unknown claims, even though Employee recognizes that someday Employee might learn new facts relating to Employee’s employment or learn that some or all of the facts Employee currently believes to be true are untrue, and even though Employee might then regret having signed this Agreement. Nevertheless, Employee acknowledges Employee’s awareness of that risk and agrees that this Agreement shall remain effective in all respects in any such case. Employee expressly waives all rights Employee might have under any laws intended to protect Employee from waiving unknown claims.

9. Excluded Employee Claims. Notwithstanding anything to the contrary in this Agreement, the waiver and release contained in Section 7 of this Agreement shall exclude any rights or claims (a) that may arise after the date on which Employee executes this Agreement; (b) that cannot be released under applicable law (such as worker’s compensation and unemployment compensation claims); (c) for indemnification whether pursuant to law, the Company’s bylaws, any contractual indemnification agreement, or for coverage under any director’s and officer’s insurance policy maintained by the Company; (d) for protection under any other insurance policy maintained by the Company, including without limitation, any general liability or EPLI policy; (e) in Employee’s capacity as a shareholder of the Company; and/or (f) to assert any defenses, including affirmative defenses, against any allegations, causes of action, and/or claims of any nature that may be brought against Employee. In addition, the Parties agree that this Agreement shall not adversely affect, alter, or extinguish any vested right that Employee may have with respect to any pension or other retirement benefits to which Employee is or will be entitled by virtue of Employee’s employment with the Company, and nothing in this Agreement shall prohibit Employee from enforcing such rights. Moreover, nothing in this Agreement extinguishes any claims Employee may have against the Company for breach of this Agreement, prevents or precludes Employee from challenging in good faith the validity of this Agreement, nor imposes any conditions precedent, penalties, or costs for doing so, unless specifically authorized by applicable law.

10. No Other Claims. Except to the extent previously disclosed by Employee in writing to the Company, Employee represents and warrants that Employee has (a) filed no claims, lawsuits, charges, grievances, or causes of action of any kind against the Company and/or the Company Releasees and, to the best of Employee’s knowledge, Employee possesses no claims (including Fair Labor Standards Act (“FLSA”) and worker’s compensation claims); (b) except as otherwise expressly provided under this Agreement, received any and all compensation (including overtime compensation), meal periods, and rest periods to which Employee may have been entitled, and Employee is not currently aware of any facts or circumstances constituting a violation by the Company and/or the Company Releasees of the FLSA or other applicable wage, hour, meal period, and/or rest period laws; and (c) not suffered any work-related injury or illness within the twelve (12) months preceding Employee’s execution of this Agreement that would give rise to a worker’s compensation claim against the Company and/or the Company Releasees by Employee.

11. Waiver and Release by the Company. For valuable consideration from Employee, the receipt of which is hereby acknowledged, the Parent Company (for itself and its current and former parents, subsidiaries, divisions, affiliates, successors, assigns, and anyone else claiming by or through it) waives, releases, and forever discharges Employee and his heirs, personal representatives, successors, attorneys, agents and representatives (“Employee Releasees”) from any and all rights, causes of action, claims or demands, whether express or implied, known or

unknown, that arise on or before the date that Parent Company executes this Agreement, which Parent Company has or may have against Employee or the Employee Releasees. For valuable consideration from Employee, the receipt of which is hereby acknowledged, JRGI (for itself and its current and former parents, subsidiaries, divisions, affiliates, successors, assigns, and anyone else claiming by or through it) waives, releases, and forever discharges Employee and the Employee Releasees from any and all rights, causes of action, claims or demands, whether express or implied, known or unknown, that arise on or before the date that JRGI executes this Agreement, which JRGI has or may have against Employee or the Employee Releasees.

12. Excluded Company Claims. Notwithstanding anything to the contrary in this Agreement, the waiver and release contained in Section 11 of this Agreement shall exclude any rights or claims (a) that may arise after the dates, respectively, on which the Parent Company and JRGI execute this Agreement; (b) that cannot be released under applicable law; (c) for repayment of incentive compensation that is required by the Sarbanes Oxley Act and/or the Dodd Frank Act; or (d) that arises from any intentional misconduct or gross negligence of Employee that was not known to Board members (other than Employee) or any corporate officer (other than Employee) of the Parent Company on or before the date that the Parent Company executes this Agreement. With respect to clause 12(d), the Parent Company represents that its Board members (other than Employee) and corporate officers (other than Employee) are not currently aware of any intentional misconduct or gross negligence by Employee that would be a basis for a claim by the Company against Employee.

13. Wage Deduction Orders. Employee represents and warrants that Employee is not subject to any wage garnishment or deduction orders that would require payment to a third party of any portion of the Consulting Payments. Any exceptions to the representation and warranty contained in this Section must be described in writing and attached to the executed copy of this Agreement that Employee submits to the Company. Such disclosure shall not disqualify Employee from receiving Consulting Payments; provided, however, that the amount of such payments may be reduced in accordance with any such wage garnishment or deduction order as required by applicable law.

14. Duty to Cooperate. Employee acknowledges and agrees that Employee's obligations to assist the Company in pending or threatened litigation and any other administrative and regulatory proceedings, which currently exist or which may arise in the future, are governed by Section 18 of the Employment Agreement, which shall remain in full force and effect after the Separation Date, *provided, however*, the last sentence of Section 18 is hereby amended to read as follows: "Notwithstanding anything to the contrary, in the event the Company requests cooperation from Executive after December 31, 2021, Executive shall not be required to devote more than 40 hours of his time per year with respect to this Section 18, except that such 40 hour cap shall not include or apply to any time spent testifying at a deposition or at trial, or spent testifying before or being interviewed by any administrative or regulatory agency."

15. Non-Disparagement. Employee will refrain from making any statement that in any way defames, maligns, or disparages the Parent Company, its direct or indirect subsidiaries, any current member of the Board, any Executive Officer named in Schedule 1 attached to this Agreement ("Executive Officer") or any other member of the Senior Management Team named in Schedule 1 (those entities and individuals collectively, the "Protected Persons"), which statement has or is reasonably expected to have a negative or adverse impact on their business or

reputation of any of the Protected Persons. Employee will not provide information or issue statements regarding the Protected Persons, or take any other action, that would cause any of the Protected Persons embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. The Company agrees that: (a) the current members of the Board (during the period such individuals serve in that position) and the Executive Officers (during the period they are employed by the Company) will not make any statement that in any way defames, maligns, or disparages Employee, which statement has or is reasonably expected to have a negative or adverse impact on the business or reputation of Employee, or take any other action that would cause Employee embarrassment or humiliation or otherwise cause or contribute to Employee being held in disrepute; (b) the Board or the Company, as applicable, will instruct the members of the Board, the Executive Officers and the other members of the Senior Management Team named in Schedule 1 not to make any statement that in any way defames, maligns, or disparages Employee, which statement has or is reasonably expected to have a negative or adverse impact on the business or reputation of Employee, and not to provide information or issue statements regarding Employee, or take any other action, that would cause Employee embarrassment or humiliation or otherwise cause or contribute to Employee being held in disrepute, and upon notice in the event of any such disparagement by any such agent of the Company, the Company shall direct such agent to cease any such disparagement immediately; and (c) the Company will not authorize the officers, employees and agents of the Parent Company and its direct and indirect subsidiaries to make any statement that in any way defames, maligns, or disparages Employee, which statement has or is reasonably expected to have a negative or adverse impact on the business or reputation of Employee, or to provide information or to issue statements regarding Employee, or take any other action, that would cause Employee embarrassment or humiliation or otherwise cause or contribute to Employee being held in disrepute. Nothing in this Agreement shall be deemed to preclude Employee, or the Parent Company, its direct and indirect subsidiaries, or the members of the boards of directors, officers, managers, employees, or agents of the Parent Company and its direct and indirect subsidiaries, from providing truthful testimony or statements in a legal or arbitration proceeding or pursuant to subpoena, court order, or similar legal process; from providing truthful information to government or regulatory agencies; or from internally reporting violations of applicable laws or Company policies to Company officers or the Board.

16. Non-Admission of Liability. The Parties agree that nothing contained in this Agreement is to be construed as an admission of liability, fault, or improper action on the part of either of the Parties.

17. Return of Company Property. Employee represents and warrants that, by the date Employee concludes the Consulting Services, Employee will return all property belonging to the Company, including, but not limited to, all keys, access cards, office equipment, computers, cellular telephones, notebooks, documents, records, files, written materials, electronically stored information, credit cards bearing the Company’s name, and other Company property (originals or copies in whatever form) in Employee’s possession or under Employee’s control, with the exception of this Agreement, the Employment Agreement, compensation and benefits-related documents concerning Employee, and documents Employee has received in his capacity as a shareholder of the Parent Company.

18. Consultation with Legal Counsel. The Company hereby advises Employee to consult with an attorney prior to signing this Agreement.

19. Review and Revocation Periods. Employee acknowledges that Employee has been given at least twenty-one (21) days to consider this Agreement from the date that it was first given to Employee on July 1, 2021. Employee must sign and return this Agreement no later than August 9, 2021, and may not sign this Agreement prior to August 1, 2021; any execution of this Agreement before August 1, 2021 shall be null and void. Employee agrees that changes in the terms of this Agreement, whether material or immaterial, do not restart the running of the twenty-one (21)-day consideration period. Employee shall have seven (7) days from the date that Employee executes the Agreement to revoke Employee's acceptance of the Agreement by delivering written notice of revocation by email within the seven (7)-day period to the following Company contact:

James River Group, Inc.
Raleigh, North Carolina
Attn: Sarah C. Doran, Chief Financial Officer
Sarah.Doran@james-river-group.com

If Employee does not revoke acceptance, this Agreement will become effective and irrevocable by Employee on the eighth day after Employee has executed it (the "Effective Date").

20. Choice of Law. This Agreement shall be construed and administered in accordance with the laws of North Carolina, without regard to the principles of conflicts of law which might otherwise apply, except that Section 17 of the Employment Agreement, as incorporated herein, shall be governed by the Federal Arbitration Act, to the extent applicable, and North Carolina law to the extent that the Federal Arbitration Act does not apply.

21. Severability. Should any provision of this Agreement or the provisions of the Employment Agreement incorporated in this Agreement be held to be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A copy of an executed counterpart that is delivered electronically as a PDF attachment to an email or by facsimile shall be deemed to be an original signed counterpart.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Employee, the Company, and the Company Releasees, and their respective representatives, predecessors, heirs, successors, and assigns, provided, however, this Agreement may not be assigned by Employee, and any assignment by Employee shall be null and void.

24. Entire Agreement. This Agreement contains the complete understanding between the Parties as to the subject matter contained herein, and no other promises or agreements shall be binding unless signed by both an authorized representative of the Company and Employee. In signing this Agreement, the Parties are not relying on any fact, statement, or assumption not set forth in this Agreement. Except as expressly provided for in this Agreement or required by applicable law, the obligations of the Company set forth in Section 1 through Section 3 and Section 7 of the Employment Agreement shall cease on the Separation Date. Notwithstanding the foregoing, Employee understands and agrees that Section 4 (Confidential Information and Privileged Information), Section 5 (Non-Competition), Section 8 (409A Compliance), Section

(Uniqueness of Services; Acknowledgments), Section 10 (Further Acknowledgments), Section 11 (Notices), Section 14 (Partial Invalidity), Section 15 (Governing Law), Section 16 (Assignability), Section 17 (Dispute Resolution), and Section 18 (Cooperation), as modified by this Agreement of the Employment Agreement shall remain in full force and effect after the Separation Date, are not superseded by this Agreement, and are incorporated herein by reference. Notwithstanding the foregoing, the Company understands and agrees that the Director and Officer Indemnification Agreement between the Parent Company and Employee dated as of November 18, 2014, shall remain in full force and effect after the Separation Date, and is not superseded by this Agreement.

25. Arbitration. Any dispute arising under, enforcing, or challenging the validity of this Agreement is subject to Section 17 (Dispute Resolution) of the Employment Agreement, as incorporated herein, provided that, notwithstanding any provision of Section 17 (Dispute Resolution) of the Employment Agreement to the contrary, (a) the parties agree that any arbitration with respect to a dispute under this Agreement or the Employment Agreement will occur exclusively in the city of Raleigh, North Carolina; (b) any action to compel arbitration under this Agreement or the Employment Agreement or otherwise relating to this Agreement or the Employment Agreement will be brought exclusively in a state or federal court located in Raleigh, North Carolina, except that if a federal court has jurisdiction over the subject matter thereof, then such action shall be brought in federal court; and (c) the Company and Employees each waive any right to conduct an arbitration or to commence or maintain a court proceeding in Bermuda.

26. Representation and Warranty of Understanding. By signing below, Employee represents and warrants that Employee: (a) has carefully read and understands the terms of this Agreement; (b) is entering into the Agreement knowingly, voluntarily and of Employee’s own free will; (c) understands its terms and significance and intends to abide by its provisions without exception; (d) has not made any false statements or representations in connection with this Agreement; and (e) has not transferred or assigned to any person or entity not a party to this Agreement any claim or right released hereunder, and Employee agrees to indemnify the Company and hold it harmless against any claim (including claims for attorney’s fees or costs actually incurred, regardless of whether litigation has commenced) based on or arising out of any alleged assignment or transfer of a claim by Employee.

By: /s/ Robert P. Myron
Name: Robert P. Myron

Dated: August 2, 2021

JAMES RIVER GROUP HOLDINGS, LTD.

By: /s/ Frank D'Orazio
Name: Frank D'Orazio
Title: Chief Executive Officer

Dated: August 2, 2021

JAMES RIVER GROUP, INC.

By: /s/ Sarah C. Doran
Name: Sarah C. Doran
Title: Chief Financial Officer

Dated: August 2, 2021

Schedule 1

Exhibit 99.1

JAMES RIVER GROUP HOLDINGS, LTD.

JAMES RIVER ANNOUNCES SECOND QUARTER 2021 RESULTS

- Second Quarter 2021 Net Income of $20.8 million - ($0.60 per diluted share) and Adjusted Net Operating Income[1] of $18.8 million - ($0.54 per diluted share)
- Combined ratio of 89.7% for the Group and 77.2% in the E&S segment, an improvement of 5.3 and 6.8 points, respectively, over the prior year quarter. Record quarterly underwriting profit[1] of $25.7 million for the combined operating segments
- Adjusted Net Operating Return on Average Tangible Equity[1] of 14.2% for the second quarter
- 15.1% growth in Core (excluding Commercial Auto) Excess and Surplus Lines ("E&S") Gross Written Premium and 18.1% increase in E&S renewal pricing, each versus the prior year quarter
- Fronting business gross premiums written grew 59.0% within the Specialty Admitted segment as recently added programs continue to mature and expand. Segment Gross Written Premium grew 46.1% versus the prior year quarter
- Tangible Book Value per Share[1] of $17.18, an increase of 25.4% from March 31, 2021, reflecting second quarter results and $192.1 million of net proceeds (6.5 million new shares issued) from the common share offering which closed on May 10, 2021

Pembroke, Bermuda, August 4, 2021 - James River Group Holdings, Ltd. ("James River" or the "Company") (NASDAQ: JRVR) today reported second quarter 2021 net income of $20.8 million ($0.60 per diluted share), compared to net income of $35.6 million ($1.16 per diluted share) for the second quarter of 2020. Adjusted net operating income[1] for the second quarter of 2021 was $18.8 million ($0.54 per diluted share), compared to adjusted net operating income[1] of $17.4 million ($0.56 per diluted share) for the same period in 2020.

[1] Adjusted Net Operating Income, Underwriting Profit, Adjusted Net Operating Return on Average Tangible Equity, and Tangible Book Value per Share are non-GAAP financial measures. See “Non-GAAP Financial Measures” and “Reconciliation of Non-GAAP Financial Measures” at the end of this press release.

-MORE-

Wellesley House, 90 Pitts Bay Road, Pembroke HM 08, Bermuda
Mailing address | P.O. Box 1502, Hamilton HM FX, Bermuda
Tel 441.278.4580 | Fax 441.278.4588

Earnings Per Diluted Share	**Three Months Ended June 30, 2021**	**2020**
Net Income	$ 0.60	$ 1.16
Adjusted Net Operating Income [1]	$ 0.54	$ 0.56

1 See "Reconciliation of Non-GAAP Measures" below.

Frank D'Orazio, the Company's Chief Executive Officer, commented, "The Company has delivered excellent second quarter results, reflecting the resilience of our business model and singular focus of responding to our trading partners during very robust market conditions. Our growth in Core E&S gross written premiums exceeded expectations while our 18.1% increase in E&S renewal rates marked the eighteenth consecutive quarter of rate growth, compounding to 42.5% over the same period. The fronting business and fee income in our Specialty Admitted Insurance segment also continues to scale meaningfully, as segment premium increased by 46.1% in the quarter. Overall, the Group produced a record underwriting profit in the quarter as commercial auto loss emergence was in line with our indications while our claims closure rate remained strong."

Second Quarter 2021 Operating Results

- Gross written premium of $380.1 million, consisting of the following:

($ in thousands)	**Three Months Ended June 30, 2021**	**2020**	*% Change*
Excess and Surplus Lines	$ 214,014	$ 186,994	*14 %*
Specialty Admitted Insurance	129,189	88,440	*46 %*
Casualty Reinsurance	36,943	26,205	*41 %*
	$ 380,146	$ 301,639	*26 %*

- Net written premium of $193.6 million, consisting of the following:

($ in thousands)	**Three Months Ended June 30, 2021**	**2020**	*% Change*
Excess and Surplus Lines	$ 135,163	$ 126,814	*7 %*
Specialty Admitted Insurance	21,498	12,739	*69 %*
Casualty Reinsurance	36,943	26,204	*41 %*
	$ 193,604	$ 165,757	*17 %*

- Net earned premium of $172.7 million, consisting of the following:

($ in thousands)	**Three Months Ended June 30, 2021**	**2020**	*% Change*
Excess and Surplus Lines	$ 117,945	$ 100,849	*17 %*
Specialty Admitted Insurance	18,595	14,392	*29 %*
Casualty Reinsurance	36,165	33,574	*8 %*
	$ 172,705	$ 148,815	*16 %*

- Core E&S gross written premium increased 15.1% (ten out of twelve core underwriting divisions grew). Due to continued stronger relative growth in our Excess Casualty underwriting division, where we cede a larger portion of risk as compared to other lines, retention in this segment declined and net written premium increased at a lower rate than gross written premium;
- Gross written premium for the Specialty Admitted Insurance segment increased from the prior year quarter due to a 59.0% increase in premiums written in our fronting business. While we continue to generally retain less than 20% of the risk in our fronting book, net written premium increased at a greater rate than gross written premium due to a higher premium retention on some fronted business;
- Gross and net written premium in the Casualty Reinsurance segment increased from the prior year quarter primarily driven by higher renewal premiums on a few treaties;
- There was overall favorable reserve development of $3.5 million (representing a 2.0 percentage point decrease to the Company's loss ratio). Pre-tax favorable (unfavorable) reserve development by segment was as follows:

	Three Months Ended June 30,	
($ in thousands)	**2021**	**2020**
Excess and Surplus Lines	$ 7,459	$ 2,849
Specialty Admitted Insurance	1,000	1,000
Casualty Reinsurance	(5,009)	(4,975)
	$ 3,450	$ (1,126)

- The prior year reserve development in the quarter included $7.5 million of favorable development in Core E&S lines. Commercial auto loss emergence was in line with expectations following the adjustments made in the first quarter;
- Gross fee income by segment was as follows:

	Three Months Ended June 30,		
($ in thousands)	**2021**	**2020**	*% Change*
Excess and Surplus Lines	$ —	$ 296	*(100)%*
Specialty Admitted Insurance	5,434	5,377	*1 %*
	$ 5,434	$ 5,673	*(4)%*

- Fee income in the E&S segment decreased from its level in the prior year quarter due to the 2019 cancellation of a large commercial auto account.
- Net investment income was $14.3 million, a decrease of 6.5% from the prior year quarter. Further details can be found in the "Investment Results" section below.

Investment Results

Net investment income for the second quarter of 2021 was $14.3 million, which compares to $15.4 million for the same period in 2020. The decrease was principally caused by lower investment income from restricted cash and lower investment income from our bank loan portfolio resulting from the sale of a substantial part of that portfolio during the second quarter of 2020.

The Company’s net investment income consisted of the following:

	Three Months Ended June 30,		
($ in thousands)	**2021**	**2020**	*% Change*
Renewable Energy Investments	$ 399	$ 113	*253 %*
Other Private Investments	435	331	*31 %*
All Other Net Investment Income	13,514	14,906	*(9)%*
Total Net Investment Income	$ 14,348	$ 15,350	*(7)%*

The Company’s annualized gross investment yield on average fixed maturity, bank loan and equity securities for the three months ended June 30, 2021 was 2.8% (versus 3.2% for the three months ended June 30, 2020). The yield decreased primarily as a result of the sale of floating rate bank loan investments during the second quarter of 2020.

Taxes

Generally the Company's effective tax rate fluctuates from period to period based on the relative mix of income reported by country and the respective tax rates imposed by each tax jurisdiction. The tax rate for the three months ended June 30, 2021 and 2020 was 35.8% and 10.4%, respectively (23.7% and 17.6% for the six months ended June 30, 2021 and 2020, respectively). The full year 2021 tax rate is expected to approximate the 23.7% reported for the first six months of 2021.

Tangible Equity

Pre-dividend tangible book value[2] of $661.1 million at June 30, 2021 was an increase of 14.5% from tangible book value of $577.4 million after dividends at December 31, 2020 largely due to the common share offering completed in May 2021 (net proceeds of $192.1 million).

June 30, 2021 tangible book value of $640.4 million after dividends increased 10.9% from $577.4 million at December 31, 2020.

Capital Management

The Company announced that its Board of Directors declared a cash dividend of $0.30 per common share. This dividend is payable on Thursday, September 30, 2021 to all shareholders of record on Monday, September 13, 2021.

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[2] Pre-dividend tangible book value and tangible book value are non-GAAP financial measures. See “Non-GAAP Financial Measures” and “Reconciliation of Non-GAAP Financial Measures” at the end of this press release.

Conference Call

James River will hold a conference call to discuss its second quarter results tomorrow, August 5, 2021 at 8:00 a.m. Eastern Time. Investors may access the conference call by dialing (877) 930-8055, Conference ID# 6974487, or via the internet by visiting www.jrgh.net and clicking on the “Investor Relations” link. Please access the website at least 15 minutes early to register and download any necessary audio software. A replay of the call will be available until 11:00 a.m. (Eastern Time) on September 4, 2021 and can be accessed by dialing (855) 859-2056 or by visiting the company website.

Forward-Looking Statements

This press release contains forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. In some cases, such forward-looking statements may be identified by terms such as believe, expect, seek, may, will, intend, project, anticipate, plan, estimate, guidance or similar words. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Although it is not possible to identify all of these risks and factors, they include, among others, the following: the inherent uncertainty of estimating reserves and the possibility that incurred losses may be greater than our loss and loss adjustment expense reserves; inaccurate estimates and judgments in our risk management may expose us to greater risks than intended; the downgrade in the financial strength rating of our regulated insurance subsidiaries announced on May 7, 2021, or further downgrades, impacting our ability to attract and retain insurance and reinsurance business that our subsidiaries write, our competitive position, and our financial condition; the potential loss of key members of our management team or key employees and our ability to attract and retain personnel; adverse economic factors resulting in the sale of fewer policies than expected or an increase in the frequency or severity of claims, or both; reliance on a select group of brokers and agents for a significant portion of our business and the impact of our potential failure to maintain such relationships; reliance on a select group of customers for a significant portion of our business and the impact of our potential failure to maintain, or decision to terminate, such relationships; our ability to obtain reinsurance coverage at prices and on terms that allow us to transfer risk and adequately protect our company against financial loss; losses resulting from reinsurance counterparties failing to pay us on reinsurance claims, insurance companies with whom we have a fronting arrangement failing to pay us for claims, or a former customer with whom we have an indemnification arrangement failing to perform their reimbursement obligations; inadequacy of premiums we charge to compensate us for our losses incurred; changes in laws or government regulation, including tax or insurance law and regulations; the ongoing effect of Public Law No. 115-97, informally titled the Tax Cuts and Jobs Act, which may have a significant effect on us including, among other things, by potentially increasing our tax rate, as well as on our shareholders; in the event we do not qualify for the insurance company exception to the passive foreign investment company (“PFIC”) rules and are therefore considered a PFIC, there could be material adverse tax consequences to an investor that is subject to U.S. federal income taxation; the Company or any of its foreign subsidiaries becoming subject to U.S. federal income taxation; a failure of any of the loss limitations or exclusions we utilize to shield us from unanticipated financial losses or legal exposures, or other liabilities; losses from catastrophic events, such as natural disasters and terrorist acts, which substantially exceed our expectations and/or exceed the amount of reinsurance we have purchased to protect us from such events; the effects of the COVID-19 pandemic and associated government actions on our operations and financial performance; potential effects on our business of emerging claim and coverage issues; exposure to credit risk, interest rate risk and other market risk in our investment portfolio; the potential impact of internal or external fraud, operational errors, systems malfunctions or cyber security incidents; our ability to manage our growth effectively; failure to maintain effective internal controls in accordance with Sarbanes-Oxley Act of 2002, as amended ("Sarbanes-Oxley"); and changes in our financial condition, regulations or other factors that may restrict our subsidiaries' ability to pay us dividends. Additional information about these risks and uncertainties, as well as others that may cause actual results to differ materially from those in the forward-looking statements, is contained in our filings with the U.S. Securities and Exchange Commission ("SEC"), including our Annual Report on Form 10-K filed with the SEC on February 26, 2021 and our Quarterly Report on Form 10-Q filed with the SEC on May 5, 2021. These forward-looking statements speak only as of the date of this release and the Company does not undertake any obligation to update or revise any forward-looking information to reflect changes in assumptions, the occurrence of unanticipated events, or otherwise.

Non-GAAP Financial Measures

In presenting James River Group Holdings, Ltd.'s results, management has included financial measures that are not calculated under standards or rules that comprise accounting principles generally accepted in the United States ("GAAP"). Such measures, including underwriting profit (loss), adjusted net operating income (loss), tangible book value, adjusted net operating return on average tangible book value (which is calculated as annualized adjusted net operating income (loss) divided by average tangible book value), and pre-dividend tangible book value per share, are referred to as non-GAAP measures. These non-GAAP measures may be defined or calculated differently by other companies. These measures should not be viewed as a substitute for those measures determined in accordance with GAAP. Reconciliations of such measures to the most comparable GAAP figures are included at the end of this press release.

About James River Group Holdings, Ltd.

James River Group Holdings, Ltd. is a Bermuda-based insurance holding company that owns and operates a group of specialty insurance and reinsurance companies. The Company operates in three specialty property-casualty insurance and reinsurance segments: Excess and Surplus Lines, Specialty Admitted Insurance and Casualty Reinsurance. Each of the Company's regulated insurance subsidiaries are rated "A-" (Excellent) by A.M. Best Company.

Visit James River Group Holdings, Ltd. on the web at www.jrgh.net

For more information contact:

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James River Group Holdings, Ltd. and Subsidiaries
Condensed Consolidated Balance Sheet Data
(Unaudited)

	June 30, 2021	December 31, 2020
	($ in thousands, except for share data)	
ASSETS		
Invested assets:		
Fixed maturity securities, available-for-sale, at fair value	$ 1,845,054	$ 1,783,642
Equity securities, at fair value	95,346	88,975
Bank loan participations, at fair value	165,217	147,604
Short-term investments	39,663	130,289
Other invested assets	57,003	46,548
Total invested assets	2,202,283	2,197,058
Cash and cash equivalents	360,931	162,260
Restricted cash equivalents (a)	723,525	859,920
Accrued investment income	11,399	10,980
Premiums receivable and agents' balances, net	413,647	369,577
Reinsurance recoverable on unpaid losses, net	935,561	805,684
Reinsurance recoverable on paid losses	52,932	46,118
Deferred policy acquisition costs	67,286	62,953
Goodwill and intangible assets	218,051	218,233
Other assets	406,201	330,289
Total assets	$ 5,391,816	$ 5,063,072
LIABILITIES AND SHAREHOLDERS' EQUITY		
Reserve for losses and loss adjustment expenses	$ 2,447,002	$ 2,192,080
Unearned premiums	709,479	630,371
Funds held (a)	723,525	859,920
Senior debt	262,300	262,300
Junior subordinated debt	104,055	104,055
Accrued expenses	55,317	55,989
Other liabilities	231,639	162,749
Total liabilities	4,533,317	4,267,464
Total shareholders' equity	858,499	795,608
Total liabilities and shareholders' equity	$ 5,391,816	$ 5,063,072
Tangible equity (b)	$ 640,448	$ 577,375
Tangible equity per common share outstanding (b)	$ 17.18	$ 18.84
Total shareholders' equity per common share outstanding	$ 23.03	$ 25.96
Common shares outstanding	37,275,562	30,649,261

(a) As of June 30, 2021, the cash equivalent collateral held in the Rasier collateral trust arrangement was approximately $820.8 million, a portion of which is held in a collateral trust account established in favor of the Company, and a portion of which was withdrawn from the collateral trust account in October of 2019 and is currently held on balance sheet. At June 30, 2021, the cash equivalent collateral held in the collateral trust account was approximately $97.3 million while the Company held collateral funds of $723.5 million on balance sheet.

(b) See "Reconciliation of Non-GAAP Measures"

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James River Group Holdings, Ltd. and Subsidiaries
Condensed Consolidated Income (Loss) Statement Data
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	($ in thousands, except for share data)			
REVENUES				
Gross written premiums	$ 380,146	$ 301,639	$ 753,401	$ 585,480
Net written premiums	193,604	165,757	368,203	300,411
Net earned premiums	172,705	148,815	333,298	294,733
Net investment income	14,348	15,350	29,437	36,186
Net realized and unrealized gains (losses) on investments (a)	3,483	21,593	9,755	(36,814)
Other income	1,031	991	2,057	2,928
Total revenues	191,567	186,749	374,547	297,033
EXPENSES				
Losses and loss adjustment expenses	110,000	98,746	383,500	195,602
Other operating expenses	45,840	43,397	93,221	95,018
Other expenses	904	1,732	1,525	1,732
Interest expense	2,249	2,965	4,465	5,841
Amortization of intangible assets	91	149	182	298
Total expenses	159,084	146,989	482,893	298,491
Income (loss) before taxes	32,483	39,760	(108,346)	(1,458)
Income tax expense (benefit)	11,640	4,146	(25,729)	(257)
NET INCOME (LOSS)	$ 20,843	$ 35,614	$ (82,617)	$ (1,201)
ADJUSTED NET OPERATING INCOME (LOSS) (b)	$ 18,829	$ 17,379	$ (89,966)	$ 32,797
INCOME (LOSS) PER SHARE				
Basic	$ 0.61	$ 1.17	$ (2.54)	$ (0.04)
Diluted	$ 0.60	$ 1.16	$ (2.54)	$ (0.04)
ADJUSTED NET OPERATING INCOME (LOSS) PER SHARE				
Basic	$ 0.55	$ 0.57	$ (2.76)	$ 1.08
Diluted (c)	$ 0.54	$ 0.56	$ (2.76)	$ 1.07
Weighted-average common shares outstanding:				
Basic	34,418,472	30,529,241	32,576,463	30,502,774
Diluted	34,586,997	30,782,609	32,576,463	30,502,774
Cash dividends declared per common share	$ 0.30	$ 0.30	$ 0.60	$ 0.60
Ratios:				
Loss ratio	63.7 %	66.4 %	115.1 %	66.4 %
Expense ratio (d)	26.0 %	28.6 %	27.4 %	31.4 %
Combined ratio	89.7 %	95.0 %	142.5 %	97.8 %
Accident year loss ratio	65.7 %	65.6 %	65.1 %	65.7 %

(a) Includes gains (losses) of $1.4 million and $3.2 million for the change in net unrealized gains/losses on equity securities in the three and six months ended June 30, 2021, respectively ($4.0 million and $(9.3) million in the respective prior year periods), and $2.3 million and $6.3 million for the change in net unrealized gains/losses on bank loan participations ($26.6 million and $(17.4) million in the respective prior year periods).

(b) See "Reconciliation of Non-GAAP Measures".

(c) Common share equivalents of 281,405 were dilutive for the calculation of diluted adjusted net operating income per share for the six months ended June 30, 2020.

(d) Calculated with a numerator comprising other operating expenses less gross fee income (in specific instances when the Company is not retaining insurance risk) included in “Other income” in our Condensed Consolidated Income Statements of $954,000 and $1.9 million for the three and six months ended June 30, 2021, respectively ($744,000 and $2.4 million in the respective prior year periods), and a denominator of net earned premiums.

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James River Group Holdings, Ltd. and Subsidiaries
Segment Results

EXCESS AND SURPLUS LINES

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	% Change	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020	% Change
			($ in thousands)			
Gross written premiums	$ 214,014	$ 186,994	14.4 %	$ 395,372	$ 323,191	22.3 %
Net written premiums	$ 135,163	$ 126,814	6.6 %	$ 243,596	$ 219,020	11.2 %
Net earned premiums	$ 117,945	$ 100,849	17.0 %	$ 231,653	$ 200,588	15.5 %
Losses and loss adjustment expenses	(69,594)	(63,410)	9.8 %	(311,336)	(128,939)	141.5 %
Underwriting expenses	(21,434)	(21,344)	0.4 %	(44,346)	(47,442)	(6.5)%
Underwriting profit (loss) (a), (b)	$ 26,917	$ 16,095	67.2 %	$ (124,029)	$ 24,207	—
Ratios:						
Loss ratio	59.0 %	62.9 %		134.4 %	64.3 %	
Expense ratio	18.2 %	21.1 %		19.1 %	23.6 %	
Combined ratio	77.2 %	84.0 %		153.5 %	87.9 %	
Accident year loss ratio	65.3 %	65.7 %		64.8 %	65.7 %	

(a) See "Reconciliation of Non-GAAP Measures".
(b) Underwriting results for the three and six months ended June 30, 2020 include gross fee income of $296,000 and $1.6 million, respectively, related to a former commercial auto account (none for the three and six months ended June 30, 2021). These amounts are included in “Other income” in our Condensed Consolidated Income Statements.

SPECIALTY ADMITTED INSURANCE

	Three Months Ended June 30,			Six Months Ended June 30,		
	2021	2020	% Change	2021	2020	% Change
			($ in thousands)			
Gross written premiums	$ 129,189	$ 88,440	46.1 %	$ 256,225	$ 191,242	34.0 %
Net written premiums	$ 21,498	$ 12,739	68.8 %	$ 43,503	$ 26,095	66.7 %
Net earned premiums	$ 18,595	$ 14,392	29.2 %	$ 34,952	$ 27,675	26.3 %
Losses and loss adjustment expenses	(13,366)	(10,559)	26.6 %	(24,108)	(20,464)	17.8 %
Underwriting expenses	(3,091)	(2,403)	28.6 %	(7,440)	(6,769)	9.9 %
Underwriting profit (a), (b)	$ 2,138	$ 1,430	49.5 %	$ 3,404	$ 442	—
Ratios:						
Loss ratio	71.9 %	73.4 %		69.0 %	73.9 %	
Expense ratio	16.6 %	16.7 %		21.3 %	24.5 %	
Combined ratio	88.5 %	90.1 %		90.3 %	98.4 %	
Accident year loss ratio	77.3 %	80.3 %		74.7 %	81.2 %	

(a) See "Reconciliation of Non-GAAP Measures".
(b) Underwriting results include gross fee income of $5.4 million and $10.6 million for the three and six months ended June 30, 2021, respectively ($5.4 million and $9.6 million for the same periods in the prior year).

CASUALTY REINSURANCE

	Three Months Ended June 30,			Six Months Ended June 30,		
	2021	2020	% Change	2021	2020	% Change
			($ in thousands)			
Gross written premiums	$ 36,943	$ 26,205	41.0 %	$ 101,804	$ 71,047	43.3 %
Net written premiums	$ 36,943	$ 26,204	41.0 %	$ 81,104	$ 55,296	46.7 %
Net earned premiums	$ 36,165	$ 33,574	7.7 %	$ 66,693	$ 66,470	0.3 %
Losses and loss adjustment expenses	(27,040)	(24,777)	9.1 %	(48,056)	(46,199)	4.0 %
Underwriting expenses	(12,446)	(11,434)	8.9 %	(23,583)	(22,701)	3.9 %
Underwriting loss (a)	$ (3,321)	$ (2,637)	25.9 %	$ (4,946)	$ (2,430)	103.5 %
Ratios:						
Loss ratio	74.8 %	73.8 %		72.1 %	69.5 %	
Expense ratio	34.4 %	34.1 %		35.3 %	34.2 %	
Combined ratio	109.2 %	107.9 %		107.4 %	103.7 %	
Accident year loss ratio	60.9 %	59.0 %		60.8 %	59.2 %	

(a) See "Reconciliation of Non-GAAP Measures".

RECONCILIATION OF NON-GAAP MEASURES

Underwriting Profit (Loss)

The following table reconciles the underwriting profit (loss) by individual operating segment and for the entire Company to consolidated income (loss) before taxes. We believe that these measures are useful to investors in evaluating the performance of our Company and its operating segments because our objective is to consistently earn underwriting profits. We evaluate the performance of our operating segments and allocate resources based primarily on underwriting profit (loss) of operating segments. Our definition of underwriting profit (loss) of operating segments and underwriting profit (loss) may not be comparable to that of other companies.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands)			
Underwriting profit (loss) of the operating segments:				
Excess and Surplus Lines	$ 26,917	$ 16,095	$ (124,029)	$ 24,207
Specialty Admitted Insurance	2,138	1,430	3,404	442
Casualty Reinsurance	(3,321)	(2,637)	(4,946)	(2,430)
Total underwriting profit (loss) of operating segments	25,734	14,888	(125,571)	22,219
Other operating expenses of the Corporate and Other segment	(7,915)	(7,472)	(15,971)	(15,751)
Underwriting profit (loss) (a)	17,819	7,416	(141,542)	6,468
Net investment income	14,348	15,350	29,437	36,186
Net realized and unrealized gains (losses) on investments (b)	3,483	21,593	9,755	(36,814)
Other expense	(827)	(1,485)	(1,349)	(1,159)
Interest expense	(2,249)	(2,965)	(4,465)	(5,841)
Amortization of intangible assets	(91)	(149)	(182)	(298)
Consolidated income (loss) before taxes	$ 32,483	$ 39,760	$ (108,346)	$ (1,458)

(a) Included in underwriting results for the three and six months ended June 30, 2021 is gross fee income of $5.4 million and $10.6 million, respectively ($5.7 million and $11.2 million in the respective prior year periods).

(b) Includes gains (losses) of $1.4 million and $3.2 million for the change in net unrealized gains/losses on equity securities in the three and six months ended June 30, 2021, respectively ($4.0 million and $(9.3) million in the respective prior year periods), and $2.3 million and $6.3 million for the change in net unrealized gains/losses on bank loan participations ($26.6 million and $(17.4) million in the respective prior year periods).

Adjusted Net Operating Income (Loss)

We define adjusted net operating income (loss) as net income (loss) excluding net realized and unrealized gains (losses) on investments, and certain non-operating expenses such as professional service fees related to various strategic initiatives and the filing of registration statements for the offering of securities, and severance costs associated with terminated employees. We use adjusted net operating income (loss) as an internal performance measure in the management of our operations because we believe it gives our management and other users of our financial information useful insight into our results of operations and our underlying business performance. Adjusted net operating income (loss) should not be viewed as a substitute for net income (loss) calculated in accordance with GAAP, and our definition of adjusted net operating income (loss) may not be comparable to that of other companies.

Our income (loss) before taxes and net income (loss) reconciles to our adjusted net operating income (loss) as follows:

	Three Months Ended June 30,			
	2021		2020	
	Income Before Taxes	Net Income	Income Before Taxes	Net Income
	(in thousands)			
Income as reported	$ 32,483	$ 20,843	$ 39,760	$ 35,614
Net realized and unrealized (gains) losses on investments (a)	(3,483)	(2,741)	(21,593)	(19,763)
Other expenses	811	727	1,732	1,528
Adjusted net operating income	$ 29,811	$ 18,829	$ 19,899	$ 17,379

	Six Months Ended June 30,			
	2021		2020	
	Loss Before Taxes	Net Loss	(Loss) Income Before Taxes	Net (Loss) Income
	(in thousands)			
Loss as reported	$ (108,346)	$ (82,617)	$ (1,458)	$ (1,201)
Net realized and unrealized (gains) losses on investments (a)	(9,755)	(8,492)	36,814	32,470
Other expenses	1,338	1,143	1,732	1,528
Adjusted net operating (loss) income	$ (116,763)	$ (89,966)	$ 37,088	$ 32,797

(a) Includes gains (losses) of $1.4 million and $3.2 million for the change in net unrealized gains/losses on equity securities in the three and six months ended June 30, 2021, respectively ($4.0 million and $(9.3) million in the respective prior year periods), and $2.3 million and $6.3 million for the change in net unrealized gains/losses on bank loan participations ($26.6 million and $(17.4) million in the respective prior year periods).

Tangible Equity (per Share) and Pre-Dividend Tangible Equity (per Share)

We define tangible equity as shareholders' equity less goodwill and intangible assets (net of amortization). Our definition of tangible equity may not be comparable to that of other companies, and it should not be viewed as a substitute for shareholders' equity calculated in accordance with GAAP. We use tangible equity internally to evaluate the strength of our balance sheet and to compare returns relative to this measure. The following table reconciles shareholders' equity to tangible equity for June 30, 2021, December 31, 2020, and June 30, 2020 and reconciles tangible equity to tangible equity before dividends for June 30, 2021.

	June 30, 2021		December 31, 2020		June 30, 2020	
($ in thousands, except for share data)	Equity	Equity per share	Equity	Equity per share	Equity	Equity per share
Shareholders' equity	$ 858,499	$ 23.03	$ 795,608	$ 25.96	$ 795,711	$ 26.04
Goodwill and intangible assets	218,051	5.85	218,233	7.12	218,473	7.15
Tangible equity	$ 640,448	$ 17.18	$ 577,375	$ 18.84	$ 577,238	$ 18.89
Dividends to shareholders for the six months ended June 30, 2021	20,603	0.60				
Pre-dividend tangible equity	$ 661,051	$ 17.78				

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