As filed with the Securities and Exchange Commission on December 4, 2006

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Employers Holdings, Inc.(1)

(Exact name of registrant as specified in its charter)

Nevada	6331	04-3850065
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

9790 Gateway Drive
Reno, Nevada 89521
(888) 682-6671

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Lenard T. Ormsby, Esq.
Executive Vice President, Chief Legal Officer and General Counsel
Employers Holdings, Inc.(1)
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(888) 682-6671

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Stock, par value $0.01 per share	$ 287,960,000	$ 30,812

(1) Employers Holdings, Inc. is the name that EIG Mutual Holding Company, a Nevada mutual insurance holding company, will adopt upon consummation of its conversion to a stock corporation. This conversion and name change will occur immediately prior to the closing of the offering of common stock described in this registration statement.

(2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended, and includes amounts attributable to shares that may be purchased pursuant to an over-allotment option granted to the underwriters.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS (Subject to Completion)
Issued December 4, 2006

Shares

COMMON STOCK

This is our initial public offering of our common stock. This offering is being made in connection with our conversion to a stock corporation from a mutual insurance holding company owned by our policyholder members. Upon the conversion, which will occur prior to the closing of this offering, our name will change from EIG Mutual Holding Company to Employers Holdings, Inc. Prior to this offering, there has been no public market for our common stock. The initial public offering price of our common stock is expected to be between $ and $ per share.

In addition to the shares offered by this prospectus, we will issue an estimated shares of our common stock to our members entitled to receive shares in the conversion in exchange for the extinguishment of their membership interests in our company.

We have applied to have our common stock listed on the New York Stock Exchange under the symbol "EIG."

Investing in our common stock involves risks. See "Risk Factors" beginning on page 15 to read about factors you should consider before buying our common stock.

PRICE $ A SHARE

	Price to Public	*Underwriting Discounts and Commissions*	*Proceeds to Us*
Per Share	*$*	*$*	*$*
Total	***$***	***$***	***$***

We have granted the underwriters the right to purchase up to an additional shares to cover over-allotments. None of the Securities and Exchange Commission, any state securities commission, the Nevada Commissioner of Insurance or any other regulatory authority has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Morgan Stanley & Co. Incorporated expects to deliver the shares of common stock to purchasers against payment on or about , 2007.

MORGAN STANLEY

, 2007

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You should rely only on the information contained in this prospectus. We have not, and the underwriters have not, authorized any other person to provide you with information that is different from that contained in this prospectus. We are offering to sell and are seeking offers to buy these securities only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of common stock.

Until , 2007, which is the 25th day after the date of this prospectus, all dealers that buy, sell or trade our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information that you should consider before purchasing the common stock offered by this prospectus. You should read the entire prospectus carefully, including the "Risk Factors" and "Forward-Looking Statements and Associated Risks" sections and our historical consolidated financial statements and the notes to those financial statements, before making an investment decision. Unless otherwise stated or the context otherwise requires, references in this prospectus to "we," "our" or "us" refer to EIG Mutual Holding Company and its subsidiaries prior to the effective date of the conversion and to Employers Holdings, Inc. (the successor to EIG Mutual Holding Company in the conversion) and its subsidiaries after the effective date of the conversion and references to "EIG" refer solely to EIG Mutual Holding Company prior to the effective date of the conversion and to Employers Holdings, Inc. (the successor to EIG Mutual Holding Company in the conversion) after the effective date of the conversion. All financial information contained in this prospectus, unless otherwise indicated, has been derived from our consolidated financial statements and is presented in conformity with generally accepted accounting principles. The Glossary beginning on page G-1 of this prospectus includes definitions of certain insurance and other terms, such as assumed premiums written, direct premiums written, base direct premiums written, gross premiums written, net premiums written and net premiums earned.

Our Company

Overview

We are a specialty provider of workers' compensation insurance focused on select small businesses engaged in low to medium hazard industries. Our business has historically targeted employers located in several western states, primarily California and Nevada. We believe that the market we serve has, to date, been characterized by fewer competitors, more attractive pricing and strong persistency, or repeat business, when compared to the U.S. workers' compensation insurance industry in general. We distribute our products almost exclusively through independent agents and brokers and our strategic distribution relationships. We had net premiums written (which excludes premiums ceded, or paid, to our reinsurers for transferring all or a portion of risk), of $439.7 million and $299.5 million, total revenues of $496.5 million and $359.2 million, and net income of $137.6 million and $116.5 million for the year ended December 31, 2005 and the nine months ended September 30, 2006, respectively. During 2005, based on net premiums written, we were the largest, seventh largest and seventeenth largest non-governmental writer of workers' compensation insurance in Nevada, California and the United States, respectively, as reported by A.M. Best Company, or A.M. Best. We had total assets of $3.2 billion at September 30, 2006.

The workers' compensation insurance industry classifies risks into four hazard groups based on severity, with employers in the first, or lowest, group having the lowest cost claims. In 2005, 67% and 31% of our base direct premiums written (which we define as direct premiums written prior to any policy audit or rating adjustments) were generated by employers in the second and third lowest hazard groups, respectively. Direct premiums written is the sum of premiums on all policies issued by our insurance subsidiaries. Within each hazard group, our underwriters use their local market expertise and disciplined underwriting to assess employers and risks on an individual basis and to select those types of employers and risks that allow us to generate attractive returns. We believe that, as a result of our disciplined underwriting standards, we are able to price our policies competitively and profitably.

In 2005, we generated 77.7% and 18.3% of our direct premiums written in California and Nevada, respectively. We also write business in six other states (Arizona, Colorado, Idaho, Montana, Texas and Utah) and are licensed to write business in six additional states (Illinois, Maryland, New Mexico, New York, Oregon and Pennsylvania). We market and sell our insurance products through independent local and regional agents and brokers, and through our strategic distribution partners, including our principal partners, ADP, Inc., or ADP, and Blue Cross of California, an operating subsidiary of Wellpoint, Inc., or Wellpoint. In 2005, policies underwritten directly or through our independent agents and brokers

generated $323.6 million, or 70.6%, of our gross premiums written, while those underwritten through our strategic relationships generated $126.9 million, or 27.7%, of our gross premiums written (which we define as the sum of direct written premiums and assumed premiums written before the effect of ceded reinsurance and the intercompany pooling agreement).

Under the leadership of our senior management team, our net premiums written increased from $187.0 million in 2002 to $439.7 million in 2005, and the total consolidated statutory surplus of our insurance subsidiaries has grown from $215.4 million at year end 2002 to $530.6 million at year end 2005 and $625.9 million at September 30, 2006. Total consolidated statutory surplus is the amount remaining after all liabilities are subtracted from all admitted assets, as determined in accordance with statutory accounting practices. Our average combined ratio on a statutory basis for the same four years was 96.8%. This ratio was lower than the industry composite combined ratio calculated by A.M. Best for U.S. insurance companies having more than 50% of their premiums generated by workers' compensation insurance products. The industry combined ratio on a statutory basis for those companies was 106.8% during the same four years. The combined ratio is a measure used in the property and casualty insurance business to show the profitability of an insurer's underwriting, and it represents the percentage of each premium dollar spent on claims and expenses. The combined ratio is the sum of the losses and loss adjustment expenses, or LAE, ratio, the commission expense ratio and the underwriting and other operating expense ratio. The losses and LAE ratio, commission expense ratio and underwriting and other operating expense ratio express the relationship between losses and LAE (which we define as the expenses of investigating, administering and settling claims (including legal expenses)), commission expense, and underwriting and other operating expenses (including policyholder dividends), respectively, to net premiums earned. When the combined ratio is below 100%, an insurance company experiences underwriting gain, meaning that claims payments, the cost of settling claims, commissions and underwriting expenses are less than premiums collected. If the combined ratio is at or above 100%, an insurance company cannot be profitable without investment income, and may not be profitable if investment income is insufficient. Companies with lower combined ratios than their peers generally experience greater profitability.

As of September 30, 2006, our insurance subsidiaries were assigned a group letter rating of A− (Excellent), with a ‘‘positive’’ financial outlook, by A.M. Best, the fourth highest of 16 ratings. This A.M. Best rating is a financial strength rating designed to reflect our ability to meet our obligations to policyholders. This rating does not refer to our ability to meet non-insurance obligations and is not a recommendation to purchase or discontinue any policy or contract issued by us or to buy, hold or sell our securities.

We commenced operations as a private mutual insurance company on January 1, 2000 when our Nevada insurance subsidiary assumed the assets, liabilities and operations of the Nevada State Industrial Insurance System, or the Fund, pursuant to legislation passed in the 1999 Nevada legislature. The Fund had over 80 years of workers' compensation experience in Nevada. In July 2002, we acquired the renewal rights to a book of workers' compensation insurance business from Fremont Compensation Insurance Group and its affiliates, or collectively, Fremont. Because of the Fremont transaction, we were able to establish our important relationships and distribution agreements with ADP and Wellpoint.

This offering is being made in connection with our conversion to a stock corporation from a mutual insurance holding company owned by our policyholder members. See ‘‘The Conversion.’’

Our Competitive Strengths

We believe we benefit from the following competitive strengths:

Focused Operations. We focus on providing workers' compensation insurance to select small businesses in low to medium hazard groups in specific geographic markets. We believe that this focus provides us with a unique competitive advantage because we are able to gain in-depth customer and market knowledge and expertise. In addition, we believe that we benefit by focusing on small businesses, as they are not generally the principal focus of large insurance companies. As a result, we believe we enjoy

strong persistency and attractive pricing. We have also benefited from the attractive pricing resulting from the bundling of our workers' compensation insurance product with the small group health insurance product marketed to our targeted customers by one of our strategic distribution partners, Wellpoint.

Disciplined Underwriting. We employ a disciplined, conservative and highly automated underwriting approach designed to individually select specific types of employers that we believe will have fewer and less costly claims relative to other employers in the same hazard group. Our underwriting guidelines are designed to minimize underwriting of classes and subclasses of business which have historically demonstrated claims

severity that do not meet our target risk profiles. We price our policies based on the specific risks associated with each potential insured rather than solely on the industry class in which such potential insured is classified. In 2005, policyholders in the second lowest industry defined hazard group generated approximately 67% of our base direct premiums written. Our statutory losses and LAE ratio, a measure which relates inversely to our underwriting profitability, was 58.3% in 2005, 18.2 percentage points below the 2005 statutory industry composite losses and LAE ratio calculated by A.M. Best for U.S. insurance companies having more than 50% of their premiums generated by workers' compensation insurance products. Our statutory losses and LAE ratio was at least ten percentage points below the A.M. Best composite losses and LAE ratio for the industry for each of the five years ended December 31, 2005. Our disciplined underwriting approach is a critical element of our culture and has allowed us to realize competitive prices, diversify our risks and achieve profitable growth.

Long-Standing and Strategic Distribution Relationships. We have established long-standing, strong relationships with independent agents and brokers by emphasizing personal interaction, offering responsive service and competitive commissions and maintaining a focus on workers' compensation insurance. We are able to use these long-standing relationships to identify new business opportunities. Our field underwriters continue to work closely with independent agents and brokers to market and underwrite our business, regularly visit their offices and participate in presentations to customers, which results in enhanced understanding of the businesses and risks we underwrite and the needs of prospective customers. To expand our distribution reach, we have also developed important and long-standing strategic distribution relationships with ADP and Wellpoint and have recently entered into a strategic distribution relationship with E-chx, Inc., or E-chx, a payroll outsourcing company. Through our strategic distribution partnership with ADP, we jointly market our workers' compensation insurance products with ADP's payroll services primarily to small businesses in California, as well as in Colorado, Idaho, Texas and Utah, generating $48.5 million in gross premiums written in 2005. Through our strategic distribution partnership with Wellpoint, we jointly market our workers' compensation insurance products with Wellpoint's group health insurance plans to small businesses in California, generating $78.4 million in gross premiums written in 2005.

Scalable and Cost-Effective Infrastructure. We have three strategic business units overseeing eleven territorial offices serving the various states in which we are currently doing business. We believe we have created an efficient, cost-effective, scalable infrastructure that complements our geographic reach, our focus on workers' compensation insurance and our targeting of small businesses. As part of our cost-effective infrastructure, we have developed a highly automated underwriting software program that allows for electronic submission and review of insurance applications, employing our underwriting standards and guidelines. This automated process leads to efficient and timely processing of applications for small, straight-forward policies that meet our standards and saves our independent agents and brokers considerable time in processing customer applications.

Financial Strength. As of September 30, 2006, our insurance subsidiaries had total consolidated statutory surplus of $625.9 million and were assigned a group letter rating of A− (Excellent), with a ‘‘positive’’ financial outlook, by A.M. Best, the fourth highest of 16 ratings. The amount of statutory surplus is regarded as financial protection to policyholders in the event an insurance company suffers unexpected or catastrophic losses. We have a proven history of conservative reserving. There have been no prior year adverse developments, or increases in the estimated ultimate losses and LAE from one valuation date to a subsequent valuation date, in our reserves since we commenced operations in 2000. Our insurance subsidiaries' ratio of net premiums written to total consolidated statutory surplus, a

measure of underwriting leverage, of 0.83:1 at December 31, 2005, compared to an industry average of 1.1:1 at such date, further demonstrates the strength of our balance sheet. In connection with our assumption in 2000 of the assets, liabilities and operations of the Fund, including in force policies and historical liabilities associated with the Fund for losses prior to January 1, 2000, our Nevada insurance subsidiary assumed the Fund's rights and obligations under a retroactive 100% quota share reinsurance agreement (referred to in this prospectus as the LPT Agreement) which the Fund had entered into with third party reinsurers. The LPT Agreement substantially reduced the exposure to losses for pre-July 1995 Nevada insured risks.

Strong Senior Management with Extensive Industry Experience. We have a strong senior management team with significant insurance industry experience across a variety of markets and market conditions. Our executive officers and senior management team also have significant experience with the state-by-state workers' compensation legislative and regulatory environment, particularly in the states in which we operate or are licensed, and they have been proactive in encouraging legislation that allows us to operate profitably within a balanced framework. Douglas D. Dirks, our President and Chief Executive Officer, and four of our other executive officers have an average of over 18 years of insurance industry experience and over 16 years of workers' compensation insurance experience. Additionally, our senior underwriting and claims managers on average have over 20 years of experience in the insurance industry.

Our Strategies

We plan to pursue profitable growth by focusing on the following strategies:

Maintain Focus on Underwriting Profitability. We are committed to disciplined underwriting, and we will continue this approach in pursuing profitable growth opportunities. We will carefully monitor market trends to assess new business opportunities, only pursuing opportunities that we expect to meet our pricing and risk standards. We will seek to underwrite our portfolio of low to medium hazard risks with a view toward maintaining long-term underwriting profitability across market cycles.

Continue to Grow in Our Existing Markets. Since commencing operations in Nevada in 2000, we have expanded our operations to California, were able to establish important strategic distribution relationships with ADP and Wellpoint because of the Fremont transaction, entered six other states and obtained licenses in six new states. We plan to continue to seek profitable growth in our existing markets by addressing the workers' compensation insurance needs of small businesses, which we believe represent a large and profitable market segment, and by entering into new strategic distribution agreements such as our recent agreement with E-chx. Small businesses generally grow faster than large businesses and, according to the United States Small Business Administration, 60% to 80% of new jobs over the past decade ending in 2005 were created by small businesses. In the states in which we operate, the workers' compensation market for small businesses is not highly concentrated, with a significant portion of premiums being written by numerous insurance companies with small individual market shares. We believe that our focus on workers' compensation insurance, our disciplined underwriting and risk selection, and our loss control and claims management expertise for small businesses position us to profitably increase our market share in our existing markets.

Enter New Markets Through Our Existing Distribution Relationships. Since commencing operations in Nevada in 2000, we have expanded our operations to California, established important strategic distribution relationships with ADP and Wellpoint, entered six new states and obtained licenses in six other states. We intend to continue to selectively enter new markets, taking into account the adequacy of premium rates, market dynamics, the labor market, political and economic conditions and the regulatory environment. Our strategic distribution partnerships with ADP and Wellpoint have allowed us to access new customers and to write attractive business in an efficient manner. For example, we intend to enter Illinois in the fourth quarter of 2006 and Florida in the first quarter of 2007 through ADP. Additionally, we will seek to leverage our existing independent agent and broker relationships to enter new states.

Capitalize on the Flexibility of Our New Corporate Structure. This initial public offering is part of our conversion from a mutual insurance holding company owned by our Nevada policyholders to a stock

corporation owned by our public stockholders. We believe that our conversion to a public company will give us enhanced financial and strategic flexibility. This will allow us to consider acquisitions, joint ventures and other strategic transactions, as well as new product offerings, which make strategic sense for our business while achieving our goal of profitable growth.

Manage Capital Prudently. We intend to manage our capital prudently relative to our overall risk exposure, establishing adequate loss reserves to protect against future adverse developments while seeking to grow profits and long-term stockholder value, maintain our financial strength, fund growth, invest in our infrastructure or return capital to stockholders, which may include share repurchases. We will target an optimal level of overall leverage to support our underwriting activities and are committed to maintaining our financial strength and ratings over the long term.

Leverage Infrastructure, Technology and Systems. We will continue to invest in our scalable, cost-effective infrastructure and our underwriting and claims processing technology and systems. We recently introduced a new highly automated underwriting system, which over time will replace three legacy underwriting systems. We anticipate that this new system will reduce transaction costs and support future profitable growth. In 2007, we expect to implement a new claims system designed to enhance our ability to support best-in-class claims processing.

The Conversion

On August 17, 2006, the board of directors of EIG, which we refer to in this prospectus as our board of directors, unanimously proposed, approved and adopted a plan of conversion under which EIG will convert from a mutual insurance holding company to a stock corporation. On October 3, 2006, our board of directors unanimously approved an amended and restated plan of conversion, which we refer to in this prospectus as the plan of conversion. This offering is being made in connection with the completion of the conversion, and each of the effectiveness of the conversion and the completion of this offering are conditioned upon the occurrence of the other.

Upon completion of the conversion, EIG will become a Nevada stock corporation and will change its name to ''Employers Holdings, Inc.'' and all of the membership interests of our policyholder members will be extinguished. In exchange, eligible members will receive shares of our common stock, cash or a combination of both. When the conversion and this offering are complete, EIG will be a public company and will continue to indirectly own 100% of the common stock of Employers Insurance Company of Nevada, or EICN, and our other operating subsidiaries.

Pursuant to Nevada law and the plan of reorganization that EICN adopted and amended in 2004 to reorganize into a mutual insurance holding company structure, the plan of conversion, including the amendments to EIG's articles of incorporation contemplated thereby, must be approved by both the affirmative vote of a majority of EIG's members, as of a record date fixed by EIG's board of directors in accordance with EIG's by-laws, and by the affirmative vote of not less than two-thirds of the eligible members voting in person or by proxy at the meeting of EIG's members called to vote on the plan of conversion. Nevada law also requires that the plan of conversion be approved by the Nevada Commissioner of Insurance, by issuance of both an initial order following a public hearing, and a final order approving the application for conversion. Under the terms of the plan of conversion, the conversion will not become effective until we have obtained these approvals and the Nevada Commissioner of Insurance has issued a new certificate of authority to EICN. The articles of incorporation and by-laws of EIG will be amended and restated effective upon completion of the conversion in the form filed as exhibits to the registration statement of which this prospectus forms a part.

On August 22, 2006, we filed an application for conversion with the Nevada Commissioner of Insurance. The Nevada Commissioner of Insurance held a public hearing on the application for conversion on October 26, 2006 and issued an initial order approving the application for conversion on November 29, 2006, based upon, among other things, a determination that the plan of conversion is fair and equitable to EIG's eligible members. EIG has scheduled a special meeting of its members for January 13, 2007 to consider and vote upon a proposal to approve the plan of conversion, including the amended and restated articles of incorporation of EIG.

Risks Relating to Our Business and this Offering

Investing in our shares of common stock involves substantial risk. In addition, the maintenance of our competitive strengths, the implementation of our strategy and our future results of operations and financial condition are subject to a number of risks and uncertainties. The factors that could adversely affect our actual results and performance, as well as the successful implementation of our strategy, are discussed under the headings ''Risk Factors'' and ''Forward-Looking Statements and Associated Risks'' and include, but are not limited to:

Uncertainty of Establishing Loss Reserves. We establish reserves for our losses and LAE based on estimates involving actuarial and statistical projections of the ultimate settlement and administration costs of claims on the policies we write. These reserves may be inadequate to cover our ultimate liability for losses and actual claims and claim expenses paid might exceed our reserves.

Downward Pressure on Premiums as a Result of Regulation. In 2005, 77.7% of our direct premiums written were generated in California, a state that has recently been through a cycle of substantial rate increases followed by equally substantial rate decreases. As a result of these pressures and various regulatory reforms, from September 2003 through September 30, 2006, we have reduced our rates in California by 56% and expect that we will further reduce our rates in the foreseeable future. Future rate regulations in California or any state in which we operate could impair our ability to operate profitably and ultimately have a material adverse effect on our financial condition and results of operations.

Geographic Concentration. Our written premiums are heavily concentrated in the western United States, particularly California and Nevada. Our revenues and profitability for the foreseeable future will be substantially impacted by prevailing regulatory, economic, demographic, competitive, weather and other conditions in these states.

Exposure to Natural and Man-Made Disasters. Our insurance operations expose us to claims arising out of unpredictable natural and other catastrophic events, as well as man-made disasters such as acts of terrorism. Claims arising from such events could reduce our earnings and cause substantial volatility in our results of operations for any fiscal quarter or year and adversely affect our financial condition. Additionally, under our excess of loss reinsurance treaty, or contract of reinsurance, our reinsurers' obligation to cover terrorism-related events is limited.

We Write Only a Single Line of Insurance. Because we offer only a single line of insurance, workers' compensation, we are at a competitive disadvantage to our competitors who offer a wide array of insurance products. Additionally, we are fully exposed to the cyclicality of the workers' compensation insurance market, which has been characterized in the past by periods of intense price competition due to excessive underwriting capacity.

Termination or Underperformance of Our Principal Strategic Distribution Relationships. Our relationships with ADP and Wellpoint are responsible for a substantial portion of our premiums written and our reliance on these relationships will increase as we enter new states. Our agreement with ADP is not exclusive, and ADP can terminate the agreement with us without cause upon 120 days' notice. Although our agreements with Wellpoint are exclusive, Wellpoint may terminate its agreements with us if we are not able to provide coverage through a carrier with an A.M. Best financial strength rating of B++ or better. After January 1, 2007, Wellpoint may also terminate its agreements with us without cause upon 60 days' notice. The termination of either of these relationships would have a substantial impact on our business and results of operations, and we cannot assure you that we would be able to develop similar relationships with other distribution partners on terms favorable to us.

Changes in the Availability, Cost or Quality of Reinsurance Coverage. We may be unable to purchase reinsurance for our own account on commercially acceptable terms or to collect under any reinsurance we have purchased.

Constraints Related to Our Holding Company Structure. As a holding company, EIG has no direct operations. Dividends and other permitted distributions from insurance subsidiaries are expected to be

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EIG's sole source of funds to meet ongoing cash requirements. These payments are limited by regulations in the jurisdictions in which EIG's subsidiaries operate. If EIG's insurance subsidiaries are unable to pay dividends, EIG may have difficulty paying dividends on common stock and meeting holding company expenses.

Our Corporate Information

Our principal executive offices are located at 9790 Gateway Drive, Reno, Nevada 89521. Our telephone number is (888) 682-6671. Our internet address is www.eig.com. Information on our website does not constitute part of this prospectus. Our Nevada insurance subsidiary was organized in Nevada in 1999 and commenced operations in 2000. EIG was created in Nevada in April 2005 as a result of our reorganization into a mutual insurance holding company structure.

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The Offering

Common stock offered by us	20,000,000 shares, assuming an initial public offering price of $12.52 per share and the other matters set forth under ‘‘Pro Forma Consolidated Financial Data.’’
Common stock to be outstanding immediately after the offering	52,374,265 shares, assuming an initial public offering price of $12.52 per share and the other matters set forth under ‘‘Pro Forma Consolidated Financial Data,’’ and including the shares to be issued to eligible members.
Use of proceeds	We estimate that our net proceeds from the sale of shares of common stock in the offering, at an assumed initial public offering price of $12.52 per share, will be approximately $232.9 million, or $267.8 million if the underwriters exercise their over-allotment option in full, after deducting the estimated underwriting discounts and commissions payable by us, and we estimate that the proceeds available to eligible members as cash consideration in the conversion, which equals those net proceeds less estimated conversion and offering expenses, will be $220.7 million, or $255.6 million if the underwriters exercise their over-allotment option in full. Each $1.00 increase (decrease) in the assumed initial public offering price of $12.52 per share would increase (decrease) the net proceeds to us of this offering by $18.6 million, assuming the number of shares offered by us is 20,000,000 and after deducting the underwriting discounts and commissions payable by us. The plan of conversion requires us to use all or a portion of the net proceeds (after deducting underwriting discounts and commissions) (1) first, to pay all fees and expenses incurred by us in connection with the conversion and this offering and all cash consideration payable to eligible members of EIG who are not eligible to receive our common stock in the conversion (which we refer to in this prospectus collectively as the ‘‘mandatory cash requirements’’); and (2) next, to pay the cash consideration payable to eligible members of EIG who elect to receive cash instead of our common stock (which we refer to in this prospectus as the ‘‘elective cash requirements’’). If any net proceeds remain after all of the foregoing amounts have been paid in full, EIG may retain up to $25 million of the remaining net proceeds for working capital, payment of future dividends on the common stock, repurchases of shares of common stock and other general corporate purposes, and must contribute any remaining net proceeds in excess of such $25 million limit that EIG seeks to retain to its indirect subsidiary, EICN. The net proceeds of any exercise of the underwriters' over-allotment option will be used first to fund any portion of the elective cash requirements that are not funded in full by the net proceeds

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	of the offering before such exercise, and EIG may retain and use any remaining amounts from such exercise for working capital, payment of future dividends on the common stock, repurchases of shares of common stock and other general corporate purposes. In circumstances where the net proceeds of this offering exceed the amount of funds necessary to pay the mandatory cash requirements and the elective cash requirements, we may use some or all of such excess net proceeds (as well as some or all of the net proceeds from the exercise of the underwriters' over-allotment option, if any) to pay cash consideration to all eligible members not electing cash, but only if the amount of net proceeds so utilized for such purpose does not exceed an aggregate amount equal to $250 million less the sum of (1) the total amount of the elective cash requirements plus (2) the

	amount, if any, of the net proceeds and/or the net proceeds from the exercise of the underwriters' over-allotment option retained by us at EIG and EICN.
Dividend policy	Our board of directors currently intends to authorize the payment of a dividend of $ per share of our common stock per quarter to our stockholders of record in the quarter of 2007. See ‘‘Dividend Policy.’’ Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon EICN's payment of dividends and/or other statutorily permissible payments to us, our results of operations and cash flows, our financial position and capital requirements, general business conditions, any legal, tax, regulatory and contractual restrictions on the payment of dividends (including those described under ‘‘Regulation—Financial, Dividend and Investment Restrictions’’), and any other factors our board of directors deems relevant. At September 30, 2006, EICN had positive unassigned surplus of $23.4 million and had the capability to pay a dividend to us in such amount without prior approval of the Nevada Commissioner of Insurance. On October 17, 2006 the Nevada Commissioner of Insurance granted EICN permission to pay us up to an additional $55 million in one or more extraordinary dividends subsequent to the successful completion of this offering and before December 31, 2008, which dividends may be used by us to pay quarterly dividends to our stockholders. See ‘‘Dividend Policy’’ and ‘‘Regulation—Financial, Dividend and Investment Restrictions.’’ There can be no assurance that we will declare and pay any dividends.
Proposed New York Stock Exchange symbol	‘‘EIG.’’

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Except as otherwise indicated, this prospectus:

- assumes no exercise of the underwriters' over-allotment option;
- assumes the completion of our conversion to a stock corporation from a mutual insurance holding company owned by our policyholder members, as described under ‘‘The Conversion’’;
- reflects the filing, prior to the closing of this offering, of EIG's amended and restated articles of incorporation and the adoption of EIG's amended and restated by-laws, implementing the provisions described under ‘‘Description of Capital Stock’’;
- assumes that we do not have, and do not exercise, any option to pay in cash a portion of the consideration to be paid to those eligible members who do not elect cash (as described under ‘‘The Conversion—Amount and Form of Consideration—Cash Consideration to Non-Electing Members’’) and therefore further assumes that we do not issue additional shares of common stock to such members in the conversion in connection with any ‘‘top up’’ amount to which they could become entitled under certain circumstances if we were to exercise such option (see ‘‘The Conversion—Calculation and Distribution of Consideration’’); and
- assumes that we do not retain any portion of the net proceeds from this offering, and therefore do not issue additional shares of common stock in the conversion as would be necessary in connection with such retention.

Trademarks and Copyrights

We own or have rights to trademarks, service marks and trade names that we use in conjunction with the operation of our business including, without limitation, the following: Employers Insurance Group®, Employers Insurance Company of Nevada®, Employers Compensation Insurance Company® and EMPLOYERS℠. Each trademark, service mark or trade name of any other company appearing in this prospectus belongs to its holder.

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Summary Historical Consolidated Financial and Other Data

The following summary historical consolidated financial data should be read in conjunction with ‘‘Management's Discussion and Analysis of Financial Condition and Results of Operations’’ and the consolidated financial statements and related notes included elsewhere in this prospectus. The summary historical financial data as of September 30, 2006 and for the nine months ended September 30, 2005 and 2006, have been derived from our unaudited consolidated financial statements and related notes thereto included elsewhere in this prospectus, which include all adjustments, consisting of normal recurring adjustments, that management considers necessary for a fair presentation of our financial position and results of operations for the periods presented. The results for periods of less than a full year are not necessarily indicative of the results to be expected for any interim period or for a full year. The summary historical financial data as of December 31, 2004 and 2005 and for the years ended December 31, 2003, 2004 and 2005 have been derived from our audited consolidated financial statements and related notes thereto included elsewhere in this prospectus. The summary historical financial data as of December 31, 2003 have been derived from our audited consolidated financial statements and related notes thereto not included in this prospectus. The summary historical financial data as of and for the years ended December 31, 2001 and 2002 have been derived from our unaudited consolidated financial statements and related notes thereto not included in this prospectus. These historical results are not necessarily indicative of results to be expected in any future period.

The summary historical financial data reflects the ongoing impact of the LPT Agreement, a retroactive 100% quota share reinsurance agreement that our Nevada insurance subsidiary assumed on January 1, 2000 in connection with our assumption of the assets, liabilities and operations of the Fund, pursuant to legislation passed in the 1999 Nevada legislature. A quota share reinsurance agreement is a proportional or pro rata reinsurance treaty under which the same proportion is ceded on all cessions and the reinsurer assumes a set percentage of risk for the same percentage of the premium, minus an allowance for the ceding company's expenses. Upon entry into the LPT Agreement, we recorded as a liability a deferred reinsurance gain which we amortize over the period during which underlying reinsured claims are paid. We record adjustments to the direct reserves subject to the LPT Agreement based on our periodic reevaluations of these reserves. Direct reserves are our estimates of future losses and LAE payments on policies written by our insurance subsidiaries before the effect of ceded reinsurance.

	Year Ended December 31,					Nine Months Ended September 30,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands, except ratios)						
Income Statement Data:							
Revenues:							
Net premiums earned	$ 126,368	$ 180,116	$ 298,208	$ 410,302	$ 438,250	$ 331,066	$ 300,137
Net investment income	47,421	36,889	26,297	42,201	54,416	39,520	49,715
Realized (losses) gains on investments	(222)	(2,028)	5,006	1,202	(95)	(2,496)	5,660
Other income	2,372	(6,442)	1,602	2,950	3,915	2,929	3,694
Total revenues	175,939	208,535	331,113	456,655	496,486	371,019	359,206
Expenses:							
Losses and loss adjustment expenses	69,670	113,776	118,123	229,219	211,688	208,246	95,745
Commission expense	15,964	16,919	56,310	55,369	46,872	36,859	36,762
Underwriting and other operating expense	37,462	44,345	56,738	65,492	69,934	47,726	59,151
Total expenses	123,096	175,040	231,171	350,080	328,494	292,831	191,658
Net income before income taxes	52,843	33,495	99,942	106,575	167,992	78,188	167,548
Income taxes	2,706	834	3,720	11,008	30,394	15,083	51,060
Net income	$ 50,137	$ 32,661	$ 96,222	$ 95,567	$ 137,598	$ 63,105	$ 116,488
Selected Operating Data:							
Gross premiums written(1)	$ 120,732	$ 197,202	$ 337,089	$ 437,694	$ 458,671	$ 351,668	$ 310,323
Net premiums written(2)	114,763	186,950	297,649	417,914	439,721	336,347	299,471
Losses and LAE ratio(3)	55.1%	63.2%	39.6%	55.9%	48.3%	62.9%	31.9%
Commission expense ratio(4)	12.6	9.4	18.9	13.5	10.7	11.1	12.2
Underwriting and other operating expense ratio(5)	29.6	24.6	19.0	16.0	16.0	14.4	19.7
Combined ratio(6)	97.3	97.2	77.5	85.4	75.0	88.4	63.8
Net income before impact of LPT Agreement(7)(8)(9)	$ 26,464	$ 11,015	$ 46,098	$ 72,824	$ 93,842	$ 47,575	$ 101,874

	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands, except ratios)					
Balance Sheet Data:						
Cash and cash equivalents	$ 182,955	$ 283,351	$ 166,213	$ 60,414	$ 61,083	$ 65,965
Total investments	975,850	858,637	1,015,762	1,358,228	1,595,771	1,730,788
Reinsurance recoverable on paid and unpaid losses	1,352,225	1,370,240	1,243,085	1,206,612	1,151,166	1,116,334
Total assets	2,714,020	2,738,916	2,738,295	2,935,686	3,094,229	3,189,703
Unpaid losses and loss adjustment expenses	2,226,000	2,267,368	2,193,439	2,284,542	2,349,981	2,315,559
Deferred reinsurance gain – LPT Agreement(7)(8)	600,679	579,033	528,909	506,166	462,409	447,795
Total liabilities	2,971,502	2,966,865	2,842,754	2,925,936	2,949,622	2,916,648
Total (deficit) equity	(257,482)	(227,949)	(104,459)	9,750	144,607	273,055
Other Financial and Ratio Data:						
Total equity including deferred reinsurance gain – LPT Agreement(7)(8)(10)	$ 343,197	$ 351,084	$ 424,450	$ 515,916	$ 607,016	$ 720,850
Total statutory surplus(11)	$ 209,797	$ 215,433	$ 338,656	$ 430,676	$ 530,612	$ 625,852
Net premiums written to total statutory surplus ratio(12)	0.55x	0.87x	0.88x	0.97x	0.83x	

(1) Gross premiums written is the sum of both direct premiums written and assumed premiums written before the effect of ceded reinsurance and the intercompany pooling agreement. Direct premiums written are the premiums on all policies our insurance subsidiaries have issued during the year. Assumed premiums written are premiums that our insurance subsidiaries have received from any authorized state-mandated pools and previous fronting facilities. Our previous fronting facilities involved the assumption by our insurance subsidiaries of insurance policies issued by other unaffiliated insurance companies. See Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(2) Net premiums written is the sum of direct premiums written and assumed premiums written less ceded premiums written. Ceded premiums written is the portion of direct premiums written that we cede to our reinsurers under our reinsurance contracts. See Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(3) Losses and loss adjustment expenses, or LAE, ratio is the ratio (expressed as a percentage) of losses and LAE to net premiums earned. Net premiums earned is that portion of net premiums written equal to the expired portion of the time for which insurance protection was provided during the financial year and is recognized as revenue.

(4) Commission expense ratio is the ratio (expressed as a percentage) of commission expense to net premiums earned.

(5) Underwriting and other operating expense ratio is the ratio (expressed as a percentage) of underwriting and other operating expense to net premiums earned.

(6) Combined ratio is the sum of the losses and LAE ratio, the commission expense ratio and the underwriting and other operating expense ratio.

(7) In connection with our January 1, 2000 assumption of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed the Fund's rights and obligations associated with the LPT Agreement, a retroactive 100% quota share reinsurance agreement with third party reinsurers, which substantially reduced exposure to losses for pre-July 1, 1995 Nevada insured risks. Pursuant to the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for incurred but unpaid losses and LAE, which represented substantially all of the Fund's outstanding losses as of June 30, 1999 for claims with original dates of injury prior to July 1, 1995.

(8) Deferred reinsurance gain—LPT Agreement reflects the unamortized gain from our LPT Agreement. Under U.S. generally accepted accounting principles, or GAAP, this gain is deferred and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. We periodically reevaluate the remaining direct reserves subject to the LPT Agreement. Our reevaluation results in corresponding adjustments, if needed, to reserves, ceded reserves, reinsurance recoverables and the deferred reinsurance gain, with the net effect being an increase or decrease, as the case may be, to net income.

(9) We define net income before impact of LPT Agreement as net income less (i) amortization of deferred reinsurance gain—LPT Agreement and (ii) adjustment to LPT Agreement ceded reserves. Net income before impact of LPT Agreement is not a measurement of financial performance under GAAP and should not be considered in isolation or as an alternative to net income before income taxes and net income or any other measure of performance derived in accordance with GAAP.

We present net income before impact of LPT Agreement because we believe that it is an important supplemental measure of operating performance to be used by analysts, investors and other interested parties in evaluating us. The LPT Agreement was a non-recurring transaction which does not result in ongoing cash benefits and, consequently, we believe this presentation is useful in providing a meaningful understanding of our operating performance. In addition, we believe this non-GAAP measure, as we have defined it, is helpful to our management in identifying trends in our performance because the excluded item has limited significance in our current and ongoing operations.

The table below shows the reconciliation of net income to net income before impact of LPT Agreement for the periods presented:

	Year Ended December 31,					Nine Months Ended September 30,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands)						
Net income	$ 50,137	$ 32,661	$ 96,222	$ 95,567	$ 137,598	$ 63,105	$ 116,488
Less: Impact of LPT Agreement:							
Amortization of deferred reinsurance gain – LPT Agreement	24,262	21,690	19,015	20,296	16,891	15,530	14,614
Adjustments to LPT Agreement ceded reserves(a)	(589)	(44)	31,109	2,447	26,865	—	—
Net income before impact of LPT Agreement	$ 26,464	$ 11,015	$ 46,098	$ 72,824	$ 93,842	$ 47,575	$ 101,874

(a) Any adjustment to the estimated direct reserves ceded under the LPT Agreement is reflected in losses and LAE for the period during which the adjustment is determined, with a corresponding increase or decrease in net income in the period. There is a corresponding change to the reinsurance recoverables on unpaid losses as well as the deferred reinsurance gain. A cumulative adjustment to the amortization of the deferred gain is also then recognized in earnings so that the deferred reinsurance gain reflects the balance that would have existed had the revised reserves been recognized at the inception of the LPT Agreement. See Note 2 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus. Losses and LAE for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the nine months ended September 30, 2005 and 2006.

(10) We define total equity including deferred reinsurance gain—LPT Agreement as total equity plus deferred reinsurance gain— LPT Agreement. Total equity including deferred reinsurance gain—LPT Agreement is not a measurement of financial position under GAAP and should not be considered in isolation or as an alternative to total equity or any other measure of financial health derived in accordance with GAAP.

We present total equity including deferred reinsurance gain—LPT Agreement because we believe that it is an important supplemental measure of financial position to be used by analysts, investors and other interested parties in evaluating us. The

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LPT Agreement was a non-recurring transaction and the treatment of the deferred gain does not result in ongoing cash benefits and consequently we believe this presentation is useful in providing a meaningful understanding of our financial position.

The table below shows the reconciliation of total equity to total equity including deferred reinsurance gain—LPT Agreement for the periods presented:

	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands)					
Total (deficit) equity	$ (257,482)	$ (227,949)	$ (104,459)	$ 9,750	$ 144,607	$ 273,055
Deferred reinsurance gain – LPT Agreement	600,679	579,033	528,909	506,166	462,409	447,795
Total equity including deferred reinsurance gain – LPT Agreement	$ 343,197	$ 351,084	$ 424,450	$ 515,916	$ 607,016	$ 720,850

(11) Total statutory surplus represents the total consolidated surplus of EICN, which includes its wholly-owned subsidiary, Employers Compensation Insurance Company, or ECIC, our insurance subsidiaries, prepared in accordance with the accounting practices of the National Association of Insurance Commissioners, or NAIC, as adopted by Nevada or California, as the case may be. See Note 9 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(12) Net premiums written to total statutory surplus ratio is the ratio of our insurance subsidiaries' annual net premiums written to total statutory surplus.

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RISK FACTORS

Investing in our common stock involves risks. You should carefully consider the following risk factors and other information in this prospectus before purchasing our common stock. The trading price of our common stock may decline due to any of these risks, and you could lose all or part of your investment.

Risks Related to Our Business

Our liability for losses and loss adjustment expenses is based on estimates and may be inadequate to cover our actual losses and expenses.

We must establish and maintain reserves for our estimated losses and loss adjustment expenses. We establish loss reserves in our financial statements that represent an estimate of amounts needed to pay and administer claims with respect to insured claims that have occurred, including claims that have occurred but have not yet been reported to us. Loss reserves are estimates of the ultimate cost of individual claims based on actuarial estimation techniques and are inherently uncertain. Judgment is required in applying actuarial techniques to determine the relevance of historical payment and claim settlement patterns under current facts and circumstances. In states other than Nevada, we have a short operating history and must rely on a combination of industry experience and our specific experience to establish our best estimate of losses and LAE reserves. The interpretation of historical data can be impacted by external forces, principally legislative changes, medical cost inflation, economic fluctuations and legal trends. In California, there have been significant legislative changes affecting workers' compensation benefits to injured workers and claims administration, and we are observing changes in claim costs and claim payment patterns. We review our loss reserves each quarter. We may adjust our reserves based on the results of these reviews and these adjustments could be significant. If we change our estimates, these changes are reflected in our results of operations during the period in which they are made.

Loss reserves are estimates at a given point in time of our ultimate liability for cost of claims and of the cost of managing those claims, and are inherently uncertain. It is likely that the ultimate liability will differ from our estimates, perhaps significantly. Such estimates are not precise in that, among other things, they are based on predictions of future claim emergence and payment patterns and estimates of future trends in claim frequency and claim cost. These estimates assume that the claim emergence and payment patterns, claim inflation and claim frequency trend assumptions implicitly built into estimates will continue into the future. Unexpected changes in claim cost inflation can occur through changes in general inflationary trends, changes in medical technology and procedures, changes in wage levels and general economic conditions and changes in legal theories of compensability of injured workers and their dependents. Furthermore, future costs can be influenced by changes in the workers' compensation statutory benefit structure and in benefit administration and delivery. It often becomes necessary to refine and adjust the estimates of liability on a claim either upward or downward. Even after such adjustments, ultimate liability may exceed or be less than the revised estimates.

Workers' compensation benefits are often paid over a long period of time. For example, in addition to medical expenses, an injured worker may receive payments for lost income associated with total or partial disability, whether temporary or permanent (i.e., the disability is expected to continue until normal retirement age or death, whichever comes first). We may also be required to make payments, often over a period of many years, to surviving spouses and children of workers who are killed on the job or may be required to make relatively small payments on claims that have already been closed (which we refer to as reopenings). In addition, there are no policy limits on our liability for workers' compensation claims as there are for other forms of insurance. Therefore, estimating reserves for workers' compensation claims may be more uncertain than estimating reserves for other lines of insurance with shorter or more definite periods between occurrence of the claim and final determination of the ultimate loss and with policy limits on liability for claim amounts. Accordingly, our reserves may prove to be inadequate to cover our actual losses.

Our estimates of incurred losses and LAE attributable to insured events of prior years have decreased for past accident years because actual losses and LAE paid and current projections of unpaid losses and LAE were less than we originally anticipated. We refer to such decreases as favorable

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developments. The reductions in reserves were $81.7 million, $78.1 million, $37.6 million, $69.2 million, $11.5 million and $38.7 million for the nine months ended September 30, 2006 and the years ended December 31, 2005, 2004, 2003, 2002 and 2001, respectively. Estimates of net incurred losses and LAE are established by management utilizing actuarial indications based upon our historical and industry experience regarding claim emergence and claim payment patterns, and regarding medical cost inflation and claim cost trends, adjusted for future anticipated changes in claims-related and economic trends, as well as regulatory and legislative changes, to establish our best estimate of the losses and LAE reserves. The decrease in the prior year reserves was primarily the result of actual paid losses being less than expected, and revised assumptions used in projection of future losses and LAE payments based on more current information about the impact of certain changes, such as legislative changes, which was not available at the time the reserves were originally established. While we have had favorable developments over the past five years, the magnitude of these developments illustrates the inherent uncertainty in our liability for losses and loss adjustment expenses, and we believe that favorable or unfavorable developments of similar magnitude, or greater, could occur in the future.

State workers' compensation insurance regulations in California and other states where we operate have caused and may continue to cause downward pressure on the premiums we charge.

Our pricing decisions need to take into account the workers' compensation insurance regulatory regime of each state in which we conduct operations, such as regimes that address the rates that industry participants in that state may or should charge for policies. In 2005, 77.7% of our direct premiums written were generated in California. Accordingly, we are particularly affected by regulation in California.

California has recently been through a cycle of substantial rate increases, followed by equally substantial rate decreases. Until 1995, insurance companies were subject to minimum rate regulation in California. The state had established a minimum rate floor, and workers' compensation insurers could not charge rates lower than that floor. In 1995, California eliminated its minimum rate regulation and allowed open price competition among workers' compensation insurers. One of the results of this was intense pricing competition among insurance companies, with many lowering rates to levels that ultimately resulted in more than 20 insolvencies. By 2002, rates in California had increased significantly, driven by an expensive benefit delivery system, claims which resulted in higher than normal litigation and a lack of insurance capital within the state. Since 2002, three key pieces of workers' compensation regulation reform have been enacted which reformed medical determinations of injuries or illness, established medical fee schedules, allowed for the use of medical provider panels, modified benefit levels, changed the proof needed to file claims, and reformed many additional areas of the workers' compensation benefits and delivery system. Workers' compensation insurers in California responded to these reforms by reducing their rates. For example, we have reduced our rates in California by 56% since September 2003 through September 30, 2006 and expect that we will further reduce our rates in the foreseeable future. These reductions in rates in California are in response to the legislative reforms which have reduced claim costs in California. Several attempts have been made to institute additional forms of rate regulation in California; however, none of those attempts have been enacted by the legislature as of October 31, 2006. The passage of any form of rate regulation in California could impair our ability to operate profitably in California, and any such impairment could have a material adverse effect on our financial condition and results of operations. Additionally, although the California Insurance Commissioner does not set premium rates, he does adopt and publish advisory ‘‘pure premium’’ rates which are rates that would cover expected losses but do not contain an element to cover operating expenses or profit. He recommended a 16.4% reduction in workers' compensation ‘‘pure premium’’ rates starting in July 2006. In early November 2006, the California Insurance Commissioner recommended that ‘‘pure premium’’ rates be reduced by an additional 9.5% for policies written on or after January 1, 2007. Our California rates continue to be based upon our actuarial analysis of current and anticipated cost trends, and we have determined that our California rates effective on January 1, 2007 will include the 9.5% reduction recommended by the California Insurance Commissioner.

Certain states have adopted an ‘‘administered pricing’’ regime, under which rate competition is generally not permitted. Of the states in which we currently operate, only Idaho has implemented such regulation. However, we are exposed to the risk that other states in which we operate will adopt, or that new states which we intend to enter have implemented, administered pricing regimes. Such a regime could prevent us from appropriately pricing our insurance policies in those states, exposing us to the possibility

of losses over and above the premiums we are able to collect. Florida, which we intend to enter through ADP in the first quarter of 2007, currently has administered pricing.

Due to the existence of rate regulation, and the possibility of adverse changes in such regulations, in the states in which we operate and new states that we enter, we cannot assure you that our premium rates will ultimately be adequate for the purposes of covering the claim payments, losses and LAE and company overhead or, in the case of states without administered pricing, that our competitors in such states will not set their premium rates at lower rates. In such event, we may be unable to compete effectively and our business, financial condition and results of operations could be materially adversely affected.

If we fail to price our insurance policies appropriately, our business competitiveness, financial condition or results of operations could be materially adversely affected.

The premiums we charge are established when coverage is bound. Premiums are based on the particular class of business and our estimates of expected losses and LAE and other expenses related to the policies we underwrite. We analyze many factors when pricing a policy, including the policyholder's prior loss history and industry classification. Inaccurate information regarding a policyholder's past claims experience puts us at risk for mispricing our policies. For example, when initiating coverage on a policyholder, we must rely on the information provided by the policyholder or the policyholder's previous insurer(s) to properly estimate future claims expense. If the claims information is not accurately stated, we may underprice our policies by using claims estimates that are too low. As a result, our business, financial condition and results of operations could be materially adversely affected. In order to set premium rates accurately, we must utilize an appropriate pricing model which correctly assesses risks based on their individual characteristics and takes into account actual and projected industry characteristics. We are in the process of implementing our E ACCESS automated underwriting system. E ACCESS and its ability to set premium rates accurately are subject to a number of risks and uncertainties, including technical problems, insufficient or unreliable data, uncertainties generally inherent in estimates and assumptions and industry factors such as the costs of ongoing medical treatment and unanticipated court decisions, legislation or regulatory action. Consequently, we could set our premium rates too low, which would negatively affect our results of operations and our profitability, or we could set our premium rates too high, which could reduce our competitiveness and lead to lower revenues.

Our geographic concentration in California and Nevada ties our performance to the business, economic, demographic and regulatory conditions in those states. Any deterioration in the conditions in those states could materially adversely affect our financial condition and results of operations.

Our business is concentrated in California, in which we generated 72.7% of our direct premiums written for the nine months ended September 30, 2006, and Nevada, in which we generated 20.6% of our direct premiums written for the nine months ended September 30, 2006. Accordingly, unfavorable business, economic, demographic, competitive or regulatory conditions in those states could negatively impact our business. We focus on select small businesses engaged in low to medium hazard industries. If the business or economic conditions in either California or Nevada deteriorate, the departure or insolvency of a significant number of small businesses from one or both of those states could have a material adverse effect on our financial condition or results of operations. Similarly, if the pool of workers declines in those states due to demographic trends, our financial condition and results of operations would be adversely affected. In addition, many California and Nevada businesses are dependent on tourism revenues, which are, in turn, dependent on a robust economy. Any downturn in general economic conditions, either nationally or in one or both of those states, or any other event that causes a deterioration in tourism in either state, could adversely impact small businesses such as restaurants that we have targeted as customers. We may be exposed to greater risks than those faced by insurance companies that conduct business over a greater geographic area. For example, our geographic concentration could subject us to pricing pressure as a result of market or regulatory forces. We have experienced such pressure in California in the past. For example, our premiums in force per policy in California as of September 30, 2006 have declined by approximately 26% since the same time in 2005, principally as a result of rate changes. See ‘‘—State workers' compensation insurance regulations in California and other states where we operate have caused and may continue to cause downward pressure

on the premiums we charge.’’ We cannot assure you that we will not be subject to such pressure in California, or in any of our markets, in the future.

Acts of terrorism and catastrophes could expose us to potentially substantial losses and, accordingly, could materially adversely impact our financial condition and results of operations.

Under our workers' compensation policies and applicable laws in the states in which we operate, we are required to provide workers' compensation benefits for losses arising from acts of terrorism. The impact of any terrorist act is unpredictable, and the ultimate impact on us would depend upon the nature, extent, location and timing of such an act. We would be particularly adversely affected by a terrorist act in California or Nevada, most notably a terrorist act affecting any metropolitan area where our policyholders have a large concentration of workers. Notwithstanding the protection provided by the reinsurance we have purchased and any protection provided by the Terrorism Risk Insurance Extension Act of 2005, or the Terrorism Risk Act, the risk of severe losses to us from acts of terrorism has not been eliminated because our excess of loss reinsurance treaty program contains various sub-limits and exclusions limiting our reinsurers' obligation to cover losses caused by acts of terrorism. Excess of loss reinsurance is a form of reinsurance where the reinsurer pays all or a specified percentage of loss caused by a particular occurrence or event in excess of a fixed amount, up to a stipulated limit. Our excess of loss reinsurance treaties do not protect against nuclear, biological, chemical or radiological events. If such an event were to impact one or more of the employers we insure, we would be entirely responsible for any workers' compensation claims arising out of such event, subject to the terms of the Terrorism Risk Act, and could suffer substantial losses as a result. Under the Terrorism Risk Act, federal protection is provided to the insurance industry for events that result in an industry loss of at least $100 million in 2007. In the event of a qualifying industry loss (which must occur out of an act of terrorism certified as such by the Secretary of the Treasury), each insurance company is responsible for a deductible of 20% of direct earned premiums in the previous year, with the federal government responsible for reimbursing each company for 85% of the insurer's loss. Payouts to individual companies are limited, with the industry responsible for paying the lesser of $27.5 billion in 2007 or the aggregate amount of all insured losses, subject to a maximum aggregate federal payment of $100 billion. The Terrorism Risk Act is scheduled to expire on December 31, 2007 and may not be renewed, or if it is renewed, it may provide reduced protection against the financial impact of acts of terrorism. Accordingly, events may not be covered by, or may result in losses exceeding the capacity of, our reinsurance protection and any protection offered by the Terrorism Risk Act or any successor legislation. Thus, any acts of terrorism could expose us to potentially substantial losses and, accordingly, could materially adversely affect our financial condition and results of operations.

Our operations also expose us to claims arising out of catastrophes because we may be required to pay benefits to workers who are injured in the workplace as a result of a catastrophe. Catastrophes can be caused by various unpredictable events, including earthquakes, volcanic eruptions, hurricanes, windstorms, hailstorms, severe winter weather, floods, fires, tornadoes, explosions and other natural or man-made disasters. To date, we have not experienced catastrophic losses arising from any of these types of events. Any catastrophe occurring in the states in which we operate could expose us to potentially substantial losses and, accordingly, could have a material adverse effect on our financial condition and results of operations. The geographic concentration of our business in Nevada and California, known to be particularly prone to earthquakes, subjects us to increased exposure to claims arising out of such a catastrophic event.

The fact that we write only a single line of insurance may leave us at a competitive disadvantage, and subjects our financial condition and results of operations to the cyclical nature of the workers' compensation insurance market.

We face a competitive disadvantage due to the fact that we only offer a single line of insurance. Some of our competitors have additional competitive leverage because of the wide array of insurance products that they offer. For example, a business may find it more efficient or less expensive to purchase multiple lines of commercial insurance coverage from a single carrier. Because we do not offer a range of insurance products and sell only workers' compensation insurance, we may lose potential customers to larger competitors who do offer a selection of insurance products.

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The property and casualty insurance industry is cyclical in nature, and is characterized by periods of so-called ‘‘soft’’ market conditions in which premium rates are stable or falling, insurance is readily available and insurers' profits decline, and by periods of so-called ‘‘hard’’ market conditions, in which rates rise, coverage may be more difficult to find and insurers' profits increase. According to the Insurance Information Institute, since 1970, the property and casualty insurance industry experienced hard market conditions from 1975 to 1978, 1984 to 1987 and 2001 to 2004. Although the financial performance of an individual insurance company is dependent on its own specific business characteristics, the profitability of most workers' compensation insurance companies generally tends to follow this cyclical market pattern. Because we only offer workers' compensation insurance, our financial condition and operations are subject to this cyclical pattern, and we have no ability to change emphasis to another line of insurance. For example, during a period when there is excess underwriting capacity in the workers' compensation market and, therefore, lower profitability, we are unable to shift our focus to another line of insurance which is at a different stage of the insurance cycle and, thus, our financial condition and results of operations may be materially adversely affected. The California market in particular is transitioning from a period of capacity shortage to a period of capacity adequacy. This results in lower rate levels and smaller profit margins.

During the period from 1994 to 2001, we believe that rising loss costs, despite declines in the frequency of losses, severely eroded underwriting profitability in the workers' compensation insurance industry. According to the Insurance Information Institute, the workers' compensation industry's accident year combined ratios rose from 97% in 1994 to a high of 138% in 1999. We believe that rising loss costs and low investment returns in recent years have led to poor operating results and have caused some workers' compensation insurers to suffer severe capital impairment. Only recently during 2005 and to date in 2006 have we seen insurers begin to increase their capacity in order to allow the underwriting of additional premium in California, our largest market. Because this cyclicality is due in large part to the actions of our competitors and general economic factors, we cannot predict the timing or duration of changes in the market cycle. We have experienced significant increased price competition in our target markets since 2003. This cyclical pattern has in the past and could in the future adversely affect our financial condition and results of operations.

If our agreements with our principal strategic distribution partners are terminated or we fail to maintain good relationships with them, our revenues may decline materially and our results of operations may be materially adversely affected. We are also subject to credit risk with respect to our strategic distribution partners.

We have agreements with two principal strategic distribution partners, ADP and Wellpoint, to market and service our insurance products through their sales forces and insurance agencies. For the nine months ended September 30, 2006, we generated $32.9 million of gross premiums written through ADP and $49.1 million of gross premiums written through Wellpoint. The gross premiums written for ADP and Wellpoint were 10.6% and 15.8% of total gross premiums written during the nine months ended September 30, 2006, respectively. Our agreement with ADP is not exclusive, and ADP may terminate the agreement without cause upon 120 days' notice. Although our distribution agreements with Wellpoint are exclusive, Wellpoint may terminate its agreements with us if the rating of our insurance subsidiary ECIC were to be downgraded and we are not able to provide coverage through a carrier with an A.M. Best financial strength rating of B++ or better. After January 1, 2007, Wellpoint may also terminate its agreements with us without cause upon 60 days' notice. The termination of any of these agreements, our failure to maintain good relationships with our principal strategic distribution partners or their failure to successfully market our products may materially reduce our revenues and have a material adverse effect on our results of operations if we are unable to replace the principal strategic distribution partners with other distributors that produce comparable premiums. In addition, we are subject to the risk that our principal strategic distribution partners may face financial difficulties, reputational issues or problems with respect to their own products and services, which may lead to decreased sales of our products and services. Moreover, if either of our principal strategic distribution partners consolidates or aligns itself with another

company or changes its products that are currently offered with our workers' compensation insurance product, we may lose business or suffer decreased revenues.

We are also subject to credit risk with respect to ADP and Wellpoint, as they collect premiums that are due to us for the workers' compensation products that are marketed together with their own products. ADP and Wellpoint are obligated on a monthly basis to pass on premiums that they collect on our behalf. Any failure to remit such premiums to us or to remit such amounts on a timely basis could have an adverse effect on our results of operations.

If we do not maintain good relationships with independent insurance agents and brokers, they may sell our competitors' products rather than ours and our revenues or profitability may decline.

We market and sell our insurance products primarily through independent, non-exclusive insurance agents and brokers. These agents and brokers are not obligated to promote our products and can and do sell our competitors' products. We must offer workers' compensation insurance products and services that meet the requirements of these agents and their customers. We must also provide competitive commissions to these agents and brokers. Our business model depends upon an extensive network of local and regional agents and brokers distributed throughout the states in which we do business. We need to maintain good relationships with the agents and brokers with which we contract to sell our products. If we do not, these agents and brokers may sell our competitors' products instead of ours or may direct less desirable risks to us, and our revenues or profitability may decline. In addition, these agents and brokers may find it easier to promote the broader range of programs of some of our competitors than to promote our single-line workers' compensation insurance products. The loss of a number of our independent agents and brokers or the failure of these agents to successfully market our products may reduce our revenues and our profitability if we are unable to replace them with agents and brokers that produce comparable premiums.

If we are unable to execute our strategic plan and successfully enter new states, we may not be able to grow, and our financial condition and results of operations could be adversely affected.

One of our strategies is to enter new states. For example, we intend to enter Illinois in the fourth quarter of 2006 and Florida in the first quarter of 2007 through ADP. We have obtained a license to write business in Illinois but as of September 30, 2006 we were still in the process of obtaining a license to write business in Florida. Additionally, our lack of experience in these new states and the relative speed with which we will be entering them means that this strategy is subject to various risks, including risks associated with our ability to:

- comply with applicable laws and regulations in those new states;
- obtain accurate data relating to the workers' compensation industry and competitive environment in those new states;
- attract and retain qualified personnel for expanded operations;
- identify, recruit and integrate new independent agents, brokers and other distribution partners; and
- augment our internal monitoring and control systems as we expand our business.

Any of these risks, as well as risks that are currently unknown to us or adverse developments in the regulatory or market conditions in any of the new states that we enter, could cause us to fail to grow and could adversely affect our financial condition and results of operations.

A downgrade in our financial strength rating could reduce the amount of business we are able to write or result in the termination of our agreements with ADP or Wellpoint.

Rating agencies rate insurance companies based on financial strength as an indication of an ability to pay claims. Our insurance subsidiaries are currently assigned a group letter rating of ''A−'' (Excellent), with a ''positive'' financial outlook, from A.M. Best, which is the rating agency that we believe has the most influence on our business. The ''A−'' (Excellent) rating is the fourth highest of 16 ratings and is the lowest rating within the category based on modifiers (i.e., ''A'' and ''A−'' are ''Excellent''). This rating is assigned to companies that, in the opinion of A.M. Best, have demonstrated an excellent overall performance when compared to industry standards. A.M. Best considers ''A−'' rated companies to have an excellent ability to meet their ongoing obligations to policyholders. In addition to A.M. Best ratings

(which range from A++ to D for companies not under supervision or liquidation), companies are assigned a rating outlook that indicates the potential direction of a company's rating for an intermediate period, generally defined as the next twelve to 36 months. A rating outlook of ''positive'' indicates that a company's financial/market trends are favorable, relative to its current rating level and, if continued, the company has a good possibility of having its rating upgraded. This rating does not refer to our ability to meet non-insurance obligations and is not a recommendation to purchase or discontinue any policy or contract issued by us or to buy, hold or sell our securities.

The financial strength ratings of A.M. Best and other rating agencies are subject to periodic review using, among other things, proprietary capital adequacy models, and are subject to revision or withdrawal at any time. Insurance financial strength ratings are directed toward the concerns of policyholders and insurance agents and are not intended for the protection of investors or as a recommendation to buy, hold or sell securities. Although the policies that we have issued generally do not provide that policyholders may terminate such policies if the ratings of our insurance subsidiaries fall below a certain level, as a practical matter some of our policyholders may conduct businesses that require them to purchase workers' compensation insurance from insurers that are rated A− or better by A.M. Best. Additionally, our insurance agents and brokers may move their business to our competitors if our rating is downgraded. Therefore, any downgrade in the financial strength rating of our insurance subsidiaries would materially impair our ability to continue to write policies for these policyholders. We do not know how many of our policyholders have businesses that impose such ratings requirements on the purchase of workers' compensation insurance. Our competitive position relative to other companies is determined in part by our financial strength rating.

Our strategic distribution partner, Wellpoint, requires that we provide workers compensation coverage through a carrier rated B++ or better by A.M. Best. We currently provide this coverage through our subsidiary ECIC. Our inability to provide such coverage could cause a reduction in the number of policies we write, would adversely impact our relationships with our strategic distribution partners and could have a material adverse effect on our results of operations and our financial position. If ECIC's rating were to be downgraded and we were not able to enter an agreement to provide coverage through a carrier rated B++ or better by A.M. Best, Wellpoint may terminate its distribution agreements with us. We cannot assure you that we would be able to enter such an agreement if our rating were downgraded. The termination of our relationship with either ADP or Wellpoint would have a material adverse effect on our results of operations if we are unable to replace them with other distributors that produce comparable premiums.

If we are unable to obtain reinsurance, our ability to write new policies and to renew existing policies would be adversely affected and our financial condition and results of operations could be materially adversely affected.

Like other insurers, we manage our risk by buying reinsurance. Reinsurance is an arrangement in which an insurance company, called the ceding company, transfers a portion of insurance risk under policies it has written

to another insurance company, called the reinsurer, and pays the reinsurer a portion of the premiums relating to those policies. Conversely, the reinsurer receives or assumes reinsurance from the ceding company. We currently purchase excess of loss reinsurance. We purchase reinsurance to cover larger individual losses and aggregate catastrophic losses from natural perils and terrorism. For the treaty, or contract, year beginning July 1, 2006, we have purchased reinsurance up to $175 million in excess of our $4 million net retention to protect against natural perils and acts of terrorism, excluding nuclear, biological, chemical and radiological events. Our retention is the amount of loss from a single occurrence or event which we must pay prior to the attachment of our excess of loss reinsurance. This means we have reinsurance for covered losses we suffer between $4 million and $175 million. This $175 million in reinsurance protection, in excess of our $4 million net retention, is subject to certain limitations, including (i) the aggregate reinsurance for covered losses between $4 million and $10 million is limited to $18 million, and (ii) the maximum reinsurance recoverable for any single person for losses between $10 million and $175 million is $7.5 million. Our current reinsurance treaty applies to all loss occurrences during and on policies which are in force between 12:01 a.m. July 1, 2006 through 12:01 a.m. July 1, 2007. We have the ability to extend the term of the treaty to continue to apply to policies which are in force at the expiration of the treaty generally for a period of 12 months, but we cannot assure you that our

reinsurers will permit such an extension or that we can obtain such an extension on favorable terms. Covered losses which occur prior to expiration or cancellation of the treaty continue to be obligations of the reinsurer and subject to the other conditions in the agreement. We are responsible for these losses if the reinsurer cannot or refuses to pay.

The treaty includes certain exclusions for which our reinsurers are not liable for losses, including but not limited to, losses arising from the following: war, strikes or civil commotion; nuclear incidents other than incidental or ordinary industrial or educational or medical pursuits; underground mining except where incidental; oil and gas drilling, refining and manufacturing; manufacturing, storage and transportation of fireworks or other explosive substances or devices; asbestos abatement, manufacturing or distribution; excess policies attaching excess of a self-insured retention or a deductible greater than $25,000; and commercial airlines personnel. The reinsurance coverage includes coverage for acts of terrorism other than losses directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with nuclear, radiological, biological or chemical pollution, contamination or explosion. Any loss we suffer that is not covered by reinsurance could expose us to substantial losses.

We review and negotiate our reinsurance coverage annually. Our current treaty has a total of 24 subscribing reinsurers and, at September 30, 2006, Lloyds Syndicate #2020 WEL, Aspen Insurance UK Limited, American Reinsurance Company and Hannover Reuckversicherung-AG individually reinsured 32.0%, 17.5%, 15.0% and 15.0%, respectively, of the first layer of reinsurance ($6 million in excess of the first $4 million in losses). In addition, Endurance Specialty Insurance Ltd. and Aspen Insurance UK Limited reinsured 14.0% and 11.2%, respectively, of our total reinsurance limit ($175 million in excess of the first $4 million in losses) for a total of 25.2% of our total limit. The availability, amount and cost of reinsurance are subject to market conditions and to our loss experience. We cannot be certain that our reinsurance agreements will be renewed or replaced prior to their expiration upon terms satisfactory to us. If we are unable to renew or replace our reinsurance agreements upon terms satisfactory to us, our net liability on individual risks would increase and we would have greater exposure to catastrophic losses. If this were to occur, our underwriting results would be subject to greater variability and our underwriting capacity would be reduced. These consequences could materially adversely affect our financial condition and results of operations.

We are subject to credit risk with respect to our reinsurers, and they may also refuse to pay or may delay payment of losses we cede to them.

Although we purchase reinsurance to manage our risk and exposure to losses, we continue to have direct obligations under the policies we write. We remain liable to our policyholders, even if we are unable to recover from our reinsurers what we believe we are entitled to receive under our reinsurance contracts. Reinsurers might refuse or fail to pay losses that we cede to them, or they might delay payment. For example, we had to replace one of the original reinsurers under the LPT Agreement when its A.M. Best rating dropped below the mandatory level. See ‘‘—Our assumption of the assets, liabilities and operations of the Fund covered all losses incurred by the Fund prior to January 1, 2000, pursuant to legislation passed in the 1999 Nevada legislature. We only obtained reinsurance covering the losses incurred prior to July 1, 1995, and we could be liable for all of those losses if the coverage provided by the LPT Agreement proves inadequate or we fail to collect from the reinsurers party to such transaction.’’ Since we exclusively write workers' compensation insurance, with claims that may be paid out over a long period of time, the creditworthiness of our reinsurers may change before we can recover amounts to which we are entitled. Recent natural disasters, such as Hurricanes Katrina, Rita and Wilma, have caused unprecedented insured property losses, a significant portion of which will be borne by reinsurers. If a reinsurer is active in both the property and in the workers' compensation insurance markets, its ability to perform its obligations in the latter market may be adversely affected by events unrelated to workers' compensation insurance losses.

At September 30, 2006, we carried a total of $1.1 billion of reinsurance recoverables for paid and unpaid losses and LAE. Of the $1.1 billion in reinsurance recoverable, $11.5 million was the current recoverable at September 30, 2006 on paid losses and $1.1 billion was recoverable on unpaid losses and therefore was not currently due at September 30, 2006. With the exception of certain losses assumed from the Fund discussed below, these recoverables are unsecured. The reinsurance recoverables on unpaid

losses will become current as we pay the related claims. If we are unable to collect on our reinsurance recoverables, our financial condition and results of operations could be materially adversely affected.

Our assumption of the assets, liabilities and operations of the Fund covered all losses incurred by the Fund prior to January 1, 2000, pursuant to legislation passed in the 1999 Nevada legislature. We only obtained reinsurance covering the losses incurred prior to July 1, 1995, and we could be liable for all of those losses if the coverage provided by the LPT Agreement proves inadequate or we fail to collect from the reinsurers party to such transaction.

On January 1, 2000, our Nevada insurance subsidiary assumed all of the assets, liabilities and operations of the Fund, including losses incurred by the Fund prior to such date. Our Nevada insurance subsidiary also assumed the Fund's rights and obligations associated with the LPT Agreement that the Fund entered into with third party reinsurers with respect to its losses incurred prior to July 1, 1995. The LPT Agreement was a retroactive 100% quota share reinsurance agreement under which the Fund initially ceded $1.525 billion in liabilities for the incurred but unpaid losses and LAE related to claims incurred prior to July 1, 1995, for consideration of $775 million in cash. The LPT Agreement provides coverage for losses up to $2 billion, excluding losses for burial and transportation expenses, and paid losses under the LPT Agreement totaled $353.6 million through September 30, 2006. Accordingly, to the extent that the Fund's outstanding losses for claims with original dates of injury prior to July 1, 1995 exceed $2 billion, they will not be covered by the LPT Agreement and we will be liable for those losses to that extent. As of September 30, 2006, the estimated remaining liabilities subject to the LPT Agreement were approximately $1 billion.

The reinsurers under the LPT Agreement agreed to assume responsibilities for the claims at the benefit levels which existed in June 1999. Accordingly, if the Nevada legislature were to increase the benefits payable for

the pre-July 1, 1995 claims, we would be responsible for the increased benefit costs to the extent of the legislative increase. Similarly, if the credit rating of any of the third party reinsurers that are party to the LPT Agreement were to fall below ''A−'' as determined by A.M. Best or to become insolvent, we would be responsible for replacing any such reinsurer or would be liable for the claims that otherwise would have been transferred to such reinsurer. For example, in 2002, the rating of one of the original reinsurers under the LPT Agreement, Gerling Global International Reinsurance Company Ltd., or Gerling, dropped below the mandatory ''A−'' A.M. Best rating to ''B+.'' Accordingly, we entered into an agreement to replace Gerling with National Indemnity Company, or NICO, at a cost to us of $32.8 million. We can give no assurance that circumstances requiring us to replace one or more of the current reinsurers under the LPT Agreement will not occur in the future, that we will be successful in replacing such reinsurer or reinsurers in such circumstances, or that the cost of such replacement or replacements will not have a material adverse effect on our results of operations or financial condition.

The LPT Agreement also required the reinsurers to each place assets supporting the payment of claims by them in individual trusts that require that collateral be held at a specified level. The collateralization level must not be less than the outstanding reserve for losses and a loss expense allowance equal to 7% of estimated paid losses discounted at a rate of 6%. If the assets held in trust fall below this threshold, we can require the reinsurers to contribute additional assets to maintain the required minimum level. The value of these assets at September 30, 2006 was approximately $1.1 billion. If the value of the collateral in the trusts drops below the required minimum level and the reinsurers are unable to contribute additional assets, we could be responsible for substituting a new reinsurer or paying those claims without the benefit of reinsurance. One of the reinsurers has collateralized its obligations under the LPT Agreement by placing the stock of a publicly held corporation, with a value of $667.0 million at September 30, 2006, in a trust to secure the reinsurer's obligation of $569.4 million. The value of this collateral is subject to fluctuations in the market price of such stock. The other reinsurers have placed treasury and fixed income securities in trusts to collateralize their obligations.

For losses incurred by the Fund subsequent to June 30, 1995, we are liable for the entire loss, net of reinsurance purchased by the Fund. If the premiums collected by the Fund for policies written between July 1, 1995 and December 31, 1999 and the investment income earned on those premiums are inadequate to cover these losses, our reserves may prove inadequate and our results of operations and financial condition could be materially adversely affected.

Intense competition could adversely affect our ability to sell policies at rates we deem adequate.

The market for workers' compensation insurance products is highly competitive. Competition in our business is based on many factors, including premiums charged, services provided, financial ratings assigned by independent rating agencies, speed of claims payments, reputation, policyholder dividends, perceived financial strength and general experience. In some cases, our competitors offer lower priced products than we do. If our competitors offer more competitive premiums, dividends or payment plans, services or commissions to independent agents, brokers and other distributors, we could lose market share or have to reduce our premium rates, which could adversely affect our profitability. Our competitors include other insurance companies, professional employer organizations, third-party administrators, self-insurance funds and state insurance funds. Our main competitors in each of the eight states in which we currently operate vary from state to state but are usually those companies that offer a full range of services in underwriting, loss control and claims. We compete on the basis of the services that we offer to our policyholders and on ease of doing business rather than solely on price. In Nevada, our three largest competitors are American International Group, Inc., Builders Insurance Company and Liberty Mutual Insurance Company. In California, our three largest competitors are the California State Compensation Insurance Fund, American International Group and Zenith National Insurance Company.

Many of our existing and potential competitors are significantly larger and possess greater financial, marketing and management resources than we do. Some of our competitors, including the California State Compensation Insurance Fund, benefit financially by not being subject to federal income tax. Intense competitive pressure on prices can result from the actions of even a single large competitor. Competitors with more surplus than us have the potential to expand in our markets more quickly than we can. Additionally, greater financial resources permit an insurer to gain market share through more competitive pricing, even if that pricing results in reduced underwriting margins or an underwriting loss. Many of our competitors are multi-line carriers that can price the workers' compensation insurance that they offer at a loss in order to obtain other lines of business at a profit. If we are unable to compete effectively, our business and financial condition could be materially adversely affected.

Our financial condition and results of operations may be materially adversely affected if we are unable to realize our investment objectives.

Investment income is an important component of our revenues and net income. Investment income primarily consists of interest and dividends on the securities we own. The ability to achieve our investment objectives is affected by factors that are beyond our control. For example, domestic or international economic or political turbulence and large-scale acts of terrorism may adversely affect the general economy and, accordingly, reduce our investment income. Interest rates are highly sensitive to many factors, including governmental monetary policies which affect the capital markets and, consequently, the value of the securities we own. Interest rates, though recently at historically low levels, have risen over the past two years. The outlook for our investment income is dependent on the future direction of interest rates, maturity schedules and the amount of cash flows from operations available for investment. The fair values of fixed maturity investments that are ''available-for-sale'' will shift as changes in interest rates occur and cause security value fluctuations reflected on our balance sheet. Our stockholders' equity will vary with future interest rate changes. Any significant decline in our investment income would have a material adverse effect on our financial condition and results of operations.

We rely on our information technology and telecommunication systems, and the failure of these systems could materially and adversely affect our business.

Our business is highly dependent upon the successful and uninterrupted functioning of our information technology and telecommunications systems. We rely on these systems to process new and renewal business, provide customer service, administer claims and make payments on those claims, facilitate collections, and, upon completion of the implementation of our E ACCESS automated underwriting system, to automatically underwrite and administer the policies we write. These systems also enable us to perform actuarial and other modeling functions necessary for underwriting and rate development. The failure of these systems, including due to a natural catastrophe, or the termination of any third-party software licenses upon which any of these systems is based, could interrupt our operations or materially impact our ability to evaluate and write new business. As our information technology and

telecommunications systems interface with and depend on third-party systems, we could experience service denials if demand for such services exceeds capacity or such third-party systems fail or experience interruptions. If sustained or repeated, a system failure or service denial could result in a deterioration of our ability to write and process new and renewal business and provide customer service or compromise our ability to pay claims in a timely manner. Any interruption in our ability to write and process new and renewal business, service our customers or pay claims promptly could result in a material adverse effect on our business.

The insurance business is subject to extensive regulation that limits the way we can operate our business.

We are subject to extensive regulation by the insurance regulatory agencies in each state in which our insurance subsidiaries are licensed, most significantly by the insurance regulators in the States of Nevada and California, in which our insurance subsidiaries are domiciled. These state agencies have broad regulatory powers designed primarily to protect policyholders and their employees, not stockholders or other investors. Regulations vary from state to state, but typically address or include:

- standards of solvency, including risk-based capital measurements;
- restrictions on the nature, quality and concentration of investments;
- restrictions on the types of terms that we can include in the insurance policies we offer;
- mandates that may affect wage replacement and medical care benefits paid under the workers' compensation system;
- requirements for the handling and reporting of claims;
- procedures for adjusting claims, which can affect the cost of a claim;
- restrictions on the way rates are developed and premiums are determined;
- the manner in which agents may be appointed;
- establishment of liabilities for unearned premiums, unpaid losses and loss adjustment expenses and other purposes;
- limitations on our ability to transact business with affiliates;
- mergers, acquisitions and divestitures involving our insurance subsidiaries;
- licensing requirements and approvals that affect our ability to do business;
- compliance with all applicable medical privacy laws;
- potential assessments for the settlement of covered claims under insurance policies issued by impaired, insolvent or failed insurance companies; and
- the amount of dividends that ECIC may pay to EICN and that EICN may pay to EIG.

Workers' compensation insurance is statutorily provided for in all of the states in which we do business. State laws and regulations provide for the form and content of policy coverage and the rights and benefits that are available to injured workers, their representatives and medical providers. Legislation and regulation also impact our ability to investigate fraud and other abuses of the workers' compensation systems where we operate. Our relationships with medical providers are also impacted by legislation and regulation, including penalties for the failure to make timely payments.

Regulatory authorities have broad discretion to deny or revoke licenses for various reasons, including the violation of regulations. We may be unable to maintain all required approvals or comply fully with the wide variety of applicable laws and regulations, which are continually undergoing revision and which may be interpreted differently among the jurisdictions in which we conduct business, or to comply with the then current interpretation of such laws and regulations. In some instances, where there is uncertainty as to applicability, we follow practices based on our interpretations of regulations or practices that we believe generally to be followed by the industry. These practices may turn out to be different from the interpretations of regulatory authorities. We are also subject to regulatory oversight of the timely payment

of workers' compensation insurance benefits in all the states where we operate. Regulatory authorities may impose monetary fines and penalties if we fail to pay benefits to injured workers and fees to our medical providers in accordance with applicable laws and regulations.

The NAIC has developed a system to test the adequacy of statutory capital, known as ‘‘risk-based capital,’’ which has been adopted by all of the states in which we operate. This system establishes the minimum amount of capital and surplus calculated in accordance with statutory accounting principles necessary for an insurance company to support its overall business operations. It identifies insurers that may be inadequately capitalized by looking at the inherent risks of each insurer's assets and liabilities and its mix of net premiums written. Insurers falling below a calculated threshold may be subject to varying degrees of regulatory action, including supervision, rehabilitation or liquidation. The need to maintain our risk-based capital levels may prevent us from expanding our business or meeting strategic goals in a timely manner. Failure to maintain our risk-based capital at the required levels could adversely affect the ability of our insurance subsidiaries to maintain regulatory authority to conduct our business.

In addition, the NAIC has developed the Insurance Regulatory Information System, or IRIS. IRIS was designed to provide state regulators with an integrated approach to monitor the financial condition of insurers for the purposes of detecting financial distress and preventing insolvency. IRIS consists of a statistical phase and an analytical phase whereby financial examiners review insurers' annual statements and financial ratios. The statistical phase consists of 13 key financial ratios based on year-end data that are generated from the NAIC database annually; each ratio has a ‘‘usual range’’ of results. These ratios assist state insurance departments in executing their statutory mandate to oversee the financial condition of insurance companies. Ratios of an insurance company that fall outside the usual range are generally regarded by insurance regulators as part of an early warning system. Insurance regulators will generally begin to investigate, monitor or make inquiries of an insurance company if four or more of the company's ratios fall outside the usual ranges. Although these inquiries can take many forms, regulators may require the insurance company to provide additional written explanation as to the causes of the particular ratios being outside of the usual range, the actions being taken by management to produce results that will be within the usual range in future years and what, if any, actions have been taken by the insurance regulator of the insurers' state of domicile. Regulators are not required to take action if an IRIS ratio is outside of the usual range, but depending upon the nature and scope of the particular insurance company's exception (for example, if a particular ratio indicates an insurance company has insufficient capital) regulators may act to reduce the amount of insurance the company can write or revoke the insurers' certificate of authority and may even place the company under supervision. As of December 31, 2005, EICN had two ratios outside the usual range and ECIC had one ratio outside the usual range; all other ratios for EICN and ECIC were within the usual range. See ‘‘Regulation—IRIS Ratio.’’ These ratios related to EICN's investment yield and the ratio of liabilities to liquid assets. EICN's investment yield ratio was one-tenth of one percent below the usual range in 2005. This was principally related to EICN's asset allocation to equities being above property and casualty insurance industry averages, in addition to its equity interest in ECIC. EICN and ECIC's liabilities to liquid assets ratios were also outside the usual range because total liabilities includes funds withheld pursuant to their inter-company pooling agreement. See ‘‘Regulation—IRIS Ratio.’’ If either EICN or ECIC has unusual results on four or more ratios in the future, they may be subject to the actions of state regulators discussed above.

This extensive regulation of our business may affect the cost or demand for our products and may limit our ability to obtain rate increases or to take other actions that we might pursue to increase our profitability. Further, changes in the level of regulation of the insurance industry or changes in laws or regulations or interpretations by regulatory authorities could impact our operations and require us to bear additional costs of compliance.

We are a holding company with no direct operations, we depend on the ability of our subsidiaries to transfer funds to us to meet our obligations, and our insurance subsidiaries' ability to pay dividends to us is restricted by law.

EIG is a holding company that transacts substantially all of its business through operating subsidiaries. Its primary assets are the shares of stock of our operating subsidiaries. The ability of EIG to meet obligations on outstanding debt, to pay stockholder dividends and to make other payments depends

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on the surplus and earnings of our subsidiaries and their ability to pay dividends or to advance or repay funds, and, in particular, upon the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to EIG.

Nevada law limits the payment of cash dividends by EICN to its immediate holding company by providing that payments cannot be made except from available and accumulated surplus money otherwise unrestricted (unassigned) and derived from realized net operating profits and realized and unrealized capital gains. A stock dividend may be paid out of any available surplus. A cash or stock dividend otherwise prohibited by these restrictions may only be declared and distributed upon the prior approval of the Nevada Commissioner of Insurance.

As of December 31, 2004 and 2005, EICN had negative unassigned surplus of $198.7 million and $71.9 million, respectively, and therefore was unable to pay a dividend to us at such dates without prior approval of the Nevada Commissioner of Insurance. At September 30, 2006, EICN had positive unassigned surplus of $23.4 million and therefore had the capability of paying a dividend to us of up to such an amount without the prior approval of the Nevada Commissioner of Insurance.

EICN must give the Nevada Commissioner of Insurance prior notice of any extraordinary dividends or distributions that it proposes to pay to its immediate holding company, even when such a dividend or distribution is to be paid out of available and otherwise unrestricted (unassigned) surplus. EICN may pay such an extraordinary dividend or distribution if the Nevada Commissioner of Insurance either approves or does not disapprove the payment within 30 days after receiving notice of its declaration. An extraordinary dividend or distribution is defined by statute to include any dividend or distribution of cash or property whose fair market value, together with that of other dividends or distributions made within the preceding 12 months, exceeds the greater of: (a) 10% of EICN's statutory surplus as regards policyholders at the next preceding December 31; or (b) EICN's statutory net income, not including realized capital gains, for the 12-month period ending at the next preceding December 31.

On October 17, 2006, the Nevada Commissioner of Insurance granted EICN permission to pay us an aggregate of up to an additional $55 million in one or more extraordinary dividends subsequent to the successful completion of this offering and before December 31, 2008. The payment of these dividends is conditioned upon the expiration of the underwriters' over-allotment option period, prior repayment of any expenses of EIG and its subsidiaries arising from the conversion and this offering, the exhaustion of any proceeds retained by EIG from this offering, maintaining the risk-based capital, or RBC, total adjusted capital of EICN above a specified level on the date of declaration and payment of any particular extraordinary dividend after taking into account the effect of such dividend, and maintaining all required filings with the Nevada Division of Insurance. We may use these extraordinary dividends from EICN, as well as any ordinary dividends that we may receive over time from EICN, to pay quarterly dividends to our stockholders as described under ‘‘Dividend Policy,’’ to repurchase our stock and/or for general corporate purposes. However, the October 17, 2006 extraordinary dividend approval prohibits us from using any such extraordinary dividends to increase executive compensation.

As the direct owner of ECIC, EICN will be the direct recipient of any dividends paid by ECIC. The ability of ECIC to pay dividends to EICN is, in turn, limited by California law. California law provides that, absent prior approval of the California Insurance Commissioner, dividends can only be declared from earned surplus, excluding any earned surplus (1) derived from the net appreciation in the value of assets not yet realized, or (2) derived from an exchange of assets, unless the assets received are currently realizable in cash. In addition, California law provides that the California Insurance Commissioner must approve (or, within a 30-day notice period, not disapprove) any dividend that, together with all other such dividends paid during the preceding 12 months, exceeds the greater of: (a) 10% of ECIC's statutory surplus as regards policyholders at the preceding December 31; or (b) 100% of the net income for the preceding year. The maximum pay-out that may be made by ECIC to EICN during 2006 without prior approval is $44.6 million. Under California regulations, an additional liability, known as an excess statutory reserve, which reduces statutory surplus, must be recorded if a company's workers' compensation losses and LAE ratio is less than 65% in each of the three most recent accident years.

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Excess statutory reserves reduced ECIC's statutory-basis surplus by $7.5 million to $277.2 million at December 31, 2005, as filed and reported to the regulators.

Our board of directors currently intends to authorize the payment of a dividend of $ per share of our common stock per quarter to our stockholders of record beginning in the quarter of 2007. Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon our subsidiaries' payment of dividends and/or other statutorily permissible payments to us (including the payment of the extraordinary dividends referred to above), our results of operations and cash flows, our financial position and capital requirements, general business conditions, any legal, tax, regulatory and contractual restrictions on the payment of dividends (including those described above), and any other factors our board of directors deems relevant. There can be no assurance that we will declare and pay any dividends.

We are party to certain litigation involving our assumption of the assets of the Fund and this litigation, if determined unfavorably to us, could have a material adverse effect on our business.

On October 10, 2006, a qui tam action captioned State of Nevada, ex rel., David J. Otto v. Employers Insurance Company of Nevada, et al. (referred to herein as the ‘‘complaint’’) in the second judicial district court of the State of Nevada was commenced pursuant to Nevada Revised Statute 357.080 et seq. (the ‘‘Nevada False Claims Act’’). The Nevada False Claims Act authorizes a private plaintiff to commence an action on behalf of the State of Nevada under the circumstances prescribed by the statute (‘‘qui tam action’’). Nevada law requires that a qui tam action be filed under seal and remain under seal pending a decision by the Attorney General of the State of Nevada regarding whether to intervene in the action within the requisite statutory period. On March 6, 2006, the complaint was filed under seal, but the Attorney General did not intervene within the period prescribed under the Nevada qui tam statute.

The complaint alleges, among other things, that EICN has violated the provisions of the Nevada False Claims Act embodied in Nevada Revised Statutes 357.040(1)(d), (g) and (h) in connection with an allegedly unconstitutional transfer of assets from the Fund to EICN on January 1, 2000 pursuant to Amendment No. 190 to Senate Bill No. 37 (‘‘SB 37’’) passed in the 1999 Nevada Legislature and signed into law by gubernatorial proclamation allegedly in abrogation of Article 9, Section 2 of the Nevada Constitution. Article 9, Section 2 provides in pertinent part under subparagraph 2: ‘‘Any money paid for the purpose of providing compensation for industrial accidents and occupational diseases, and for administrative expenses incidental thereto ... must be segregated in proper accounts in the state treasury, and such money must never be used for any other purposes, and they are hereby declared to be trust funds for the uses and purposes herein specified.’’ The complaint contends that although Article 9, Section 2 requires that the assets that were transferred to EICN be held in trust for the benefit of the State of Nevada, EICN has falsely and knowingly claimed that (i) it had and has legal title to these assets, (ii) it was not and is not a trustee with respect to such assets, and (iii) it failed to report any of the assets to the State (otherwise known as a reverse false claim). The complaint also asserts a number of common law causes of action arising out of the same allegations.

Although the complaint does not specify the amount of money damages that it seeks, the complaint does seek money damages for the State of Nevada in an amount equal to three times the amount of all funds transferred to EICN under SB 37 and the gubernatorial proclamation as well as three times the amount of all rents, profits and income from the funds to transferred. The complaint also seeks declaratory and injunctive relief

as well as an accounting. The plaintiff requests that he be awarded between 14 and 50 percent of any recovery by the State of Nevada, together with attorneys' fees and costs in accordance with the Nevada False Claims Act.

While the case is in a very preliminary stage, EICN believes that it has meritorious defenses to all of the plaintiff's claims and intends to defend the action vigorously. Nonetheless, should the plaintiff obtain an adverse judgment for the maximum amount sought in the complaint, such an adverse judgment would have a material adverse impact on EICN's financial condition. On November 20, 2006, EICN moved to dismiss the complaint in its entirety and with prejudice. No hearing has yet been set on that motion.

We have a limited history as a taxpayer, and, as such, we cannot predict whether the Internal Revenue Service (or other taxing authorities) could assert any tax deficiencies against us that could have a material adverse effect on our financial condition and results of operations.

We commenced operations as an insurance company owned by our policyholders, also known as a private mutual insurance company, on January 1, 2000 when EICN assumed the assets, liabilities and operations of the Fund. While the Fund had over 80 years of workers' compensation experience in Nevada, it was not subject to U.S. federal income taxation prior to 2000 because it was a part of the State of Nevada. EICN became subject to U.S. federal income taxation from and after January 1, 2000. Although we believe that EICN has properly reported and paid its U.S. federal income taxes in all material respects, we have never been audited by the Internal Revenue Service and, if we were audited, we cannot predict whether the Internal Revenue Service would assert any tax deficiencies that could result in our paying additional taxes that could have a material adverse effect on our financial condition and results of operations.

Our profitability may be adversely impacted by inflation, legislative actions and judicial decisions.

The effects of inflation could cause claims costs to rise in the future. Our reserve for losses and LAE includes assumptions about future payments for settlement of claims and claims handling expenses, such as medical treatment and litigation costs. In addition, judicial decisions and legislative actions continue to broaden liability and policy definitions and to increase the severity of claims payments. To the extent inflation and these legislative actions and judicial decisions cause claims costs to increase above reserves established for these claims, we will be required to increase our loss reserves with a corresponding reduction in our net income in the period in which the deficiency is identified.

Administrative proceedings or legal actions involving our insurance subsidiaries could have a material adverse effect on our business, results of operations or financial condition.

Our insurance subsidiaries are involved in various administrative proceedings and legal actions in the normal course of their insurance operations. Our subsidiaries have responded to the actions and intend to defend against these claims. These claims concern issues including eligibility for workers' compensation insurance coverage or benefits, the extent of injuries, wage determinations and disability ratings. Adverse decisions in multiple administrative proceedings or legal actions could require us to pay significant amounts in the aggregate or to change the manner in which we administer claims, which could have a material adverse effect on our financial results.

If we cannot obtain adequate or additional capital on favorable terms, including from writing new business and establishing premium rates and reserve levels sufficient to cover losses, we may not have sufficient funds to implement our future growth or operating plans and our business, financial condition or results of operations could be materially adversely affected.

Our ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover losses will generally determine our future capital requirements. If we have to raise additional capital, equity or debt, financing may not be available on terms that are favorable to us. In the case of equity financings, dilution to our stockholders could result. In any case, such securities may have rights, preferences and privileges that are senior to those of our shares of common stock. In the case of debt financings, we may be subject to covenants that restrict our ability to freely operate our business. If we cannot obtain adequate capital on favorable terms or at all, we may not have sufficient funds to implement our future growth or operating plans and our business, financial condition or results of operations could be materially adversely affected.

Our business is largely dependent on the efforts of our management because of its industry expertise, knowledge of our markets and relationships with the independent agents and brokers that sell our products, and the loss of any members of our management team could disrupt our operations and have a material adverse affect on our ability to execute on our strategies.

Our success will depend in substantial part upon our ability to attract and retain qualified executive officers, experienced underwriting personnel and other skilled employees who are knowledgeable about our business. The current success of our business is dependent in significant part on the efforts of Douglas Dirks, our president and chief executive officer, Martin Welch, the president and chief operating officer of our insurance subsidiaries, and William Yocke, our executive vice president and chief financial officer. Many of our regional and local officers are also critical to our operations because of their industry expertise, knowledge of our markets and relationships with the independent agents and brokers who sell

our products. We have entered into employment agreements with certain of our key executives. These employment agreements are for a set term of three years and we may terminate the agreements for cause, including but not limited to material breach by the executive, willful violation of any law, rule or regulation by the executive and conviction of the executive for any felony or crime, including moral turpitude. For a description of the key terms and provisions of those agreements, see ‘‘Compensation Discussion and Analysis.’’ We do not maintain key man life insurance for those executives. If we were to lose the services of members of our management team or key regional or local officers, we may be unable to find replacements satisfactory to us and our business. As a result, our operations may be disrupted and our financial performance may be adversely affected.

Risks Related to the Conversion

A challenge to the Nevada Commissioner of Insurance's approval of the application for conversion could result in uncertainty regarding the terms of our conversion and could reduce the market price of our common stock.

Nevada law requires that the plan of conversion be approved by the Nevada Commissioner of Insurance through the issuance of both an initial order, following a public hearing, and a final order approving the application for conversion. Our conversion will not become effective unless these orders are issued.

On August 22, 2006, we filed an application for approval of the plan of conversion with the Nevada Commissioner of Insurance. The Nevada Commissioner of Insurance held a public hearing on the application for conversion on October 26, 2006 and issued an initial order approving the application for conversion on November 29, 2006, based upon, among other things, a determination that the plan of conversion is fair and equitable to our eligible members. The initial order of the Nevada Commissioner of Insurance approving the application for conversion did not address the fairness of the plan of conversion to purchasers of common stock in this offering.

We have scheduled a special meeting of our members for January 13, 2007 to consider and vote upon a proposal to approve the plan of conversion, including the amended and restated articles of incorporation of EIG. Under applicable Nevada law, the Nevada Commissioner of Insurance must issue a final order approving or disapproving the application for conversion not later than ten days after the date that we certify to the Nevada Commissioner of Insurance that the plan of conversion was approved by the requisite vote of our eligible members at the special meeting.

Nevada law provides that any party aggrieved by a final order of the Nevada Commissioner of Insurance approving the plan of conversion may petition for judicial review in a state district court. Under Nevada Revised Statutes 233B.035, for the purposes of this section ''party'' means ''each person or agency named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party, in any contested case.'' Under Nevada law, judicial review of a decision of the Nevada Commissioner of Insurance must be sought by initiating an action under the Nevada Administrative Procedure Act in the appropriate district court within thirty days of receipt of the final order. A successful challenge could result in injunctive relief, a modification of the plan of conversion or the Nevada Commissioner of Insurance's approval of the plan of conversion being set aside. In addition, a successful challenge could result in substantial uncertainty relating to the terms and effectiveness of the plan of conversion, and an extended period of time might be required to reach a final determination. Because Nevada law provides that only eligible members are entitled to receive consideration as part of the conversion, certain of our members will not receive consideration and thus may have a greater incentive to challenge the conversion. All eligible members will be given the option to request cash consideration rather than common stock. Some policyholders who elect to receive cash instead of common stock as consideration in the conversion may nevertheless receive a portion of their overall consideration in common stock if there is insufficient cash available for cash payment to policyholders. If this occurs, those policyholders who elected to receive cash instead of common stock may be more likely to challenge the conversion. We cannot predict the number of eligible members who will request cash rather than common stock in this offering; we will not know this number until the results of the elections by eligible members are received and announced at the special meeting of our members on January 13, 2007.

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In order to successfully challenge the Nevada Commissioner of Insurance's approval of the application for conversion, a challenging party would have to sustain the burden of showing that approval was arbitrary, capricious, an abuse of discretion, made in violation of lawful procedures, clearly erroneous in view of the substantial evidence on the whole record, in violation of constitutional or statutory provisions, in excess of the statutory authority of the Nevada Commissioner of Insurance or affected by an error of law. Such an outcome would likely reduce the market price of our common stock, would likely be materially adverse to purchasers of our common stock, and would likely have a material adverse effect on our results of operations and financial condition.

We currently are not aware of any lawsuits or proceedings challenging the initial order issued by the Nevada Commissioner of Insurance approving the application for conversion. However, we cannot assure you that no such lawsuits or proceedings will be commenced.

The market price of our common stock may decline if persons receiving common stock as consideration in the conversion sell their stock in the public market.

All of the shares of our common stock distributed as consideration to eligible members in the conversion will be freely tradable, and eligible members receiving these shares in the conversion will not be required to pay any cash for them. The sale of substantial amounts of common stock in the public market, or the perception that such sales could occur, could reduce the prevailing market price for our common stock. In particular, some eligible members who elect to receive cash instead of common stock as consideration in the conversion may nevertheless receive common stock if there is insufficient cash available to satisfy the elective cash requirements. Those eligible members who elect to receive cash instead of common stock may be especially likely to sell the shares of common stock they receive in the conversion to realize cash proceeds. This may increase selling pressure on our common stock. We cannot predict the number of eligible members who will request cash rather than common stock in this offering; we will not know this number until the results of the elections by eligible members are received and announced at the special meeting of our members on January 13, 2007.

Risks Related to Our Industry

Assessments by guaranty funds and other assessments may reduce our profitability.

Most states have guaranty fund laws under which insurers doing business in the state are required to fund policyholder liabilities of insolvent insurance companies. Generally, assessments are levied by guaranty associations within the state, up to prescribed limits, on all insurers doing business in that state on the basis of the proportionate share of the premiums written by insurers doing business in that state in the lines of business in which the impaired, insolvent or failed insurer is engaged. Maximum contributions required by law in any one state in which we currently offer insurance vary between 1% and 2% of premiums written. We recorded an estimate of $2.0 million and $2.2 million for our expected liability for guaranty fund assessments at September 30, 2006 and December 31, 2005, respectively. As of September 30, 2006, all states in which we operate, other than California, had not levied any assessments; therefore, there are no expected recoveries as of September 30, 2006. A guaranty fund payment on deposit balance of $10.1 million as of September 30, 2006 was recorded as an asset for assessments paid to the California Insurance Guaranty Association that includes policy surcharges still to be collected in the future. The assessments levied on us may increase as we increase our premiums written or if we write business in additional states. In some states, we receive a credit against our premium taxes for guaranty fund assessments. The effect of these assessments or changes in them could reduce our profitability in any given period or limit our ability to grow our business.

Government authorities are continuing to investigate the insurance industry, which may materially adversely affect our financial condition and results of operations.

The attorneys general for multiple states and other insurance regulatory authorities have been investigating a number of issues and practices within the insurance industry relating to allegations of improper special payments, price-fixing, bid-rigging, improper accounting practices and other alleged misconduct, including payments made by insurers to brokers and the practices surrounding the placement

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of insurance business. These investigations of the insurance industry in general, whether involving our company specifically or not, together with any legal or regulatory proceedings, related settlements and industry reform or other changes arising therefrom, may materially adversely affect our business and future prospects. Any such investigation or threatened investigation may materially adversely affect our financial condition and results of operations.

Proposed legislation could impact our operations.

From time to time, there have been various attempts to regulate insurance at the federal level. Currently, the federal government does not directly regulate the business of insurance. However, federal legislation and administrative policies in several areas can significantly and adversely affect insurance companies. These areas include securities regulation, privacy and taxation. In addition, various forms of direct federal regulation of

insurance have been proposed. These proposals include bills pending before Congress that would create a federal insurance regulatory agency, but would allow insurers to choose to be regulated either by such agency or under the applicable existing state regime. We cannot predict whether this or other proposals will be adopted, or what impact, if any, such proposals or, if enacted, such laws, could have on our business, financial condition or results of operations.

Risk Related to this Offering

The requirements of being a public company may strain our resources, including personnel, and cause us to incur additional expenses.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934 (the ''Exchange Act'') and the Sarbanes-Oxley Act of 2002 (the ''Sarbanes-Oxley Act''). These requirements may strain resources, including personnel and cause us to incur additional expenses. The Exchange Act requires that after the offering we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting. In order to maintain and improve the effectiveness of these controls, significant resources and management oversight will be required. This may divert management's attention from other business concerns. Upon consummation of this offering, our costs will increase as a result of having to comply with the Exchange Act, the Sarbanes-Oxley Act and the New York Stock Exchange listing requirements, which may require us, among other things, to enhance our existing internal audit function. Changes associated with fully implementing effective disclosure controls and procedures and internal controls over financial reporting may take longer than we anticipate and may result in potentially significant extra cost. We expect these new rules and regulations to increase our legal and financial compliance costs and to make some activities more time consuming and costly. We also expect these new rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These new rules and regulations could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly those serving on our audit committee.

We will be exposed to risks, including potentially significant expenses and business process changes, relating to evaluations of our internal controls over financial reporting required by Section 404 of the Sarbanes-Oxley Act and failure to implement the requirements of Section 404 in a timely manner or the discovery of material weaknesses in our controls could expose us to material expenses.

As a public company, we will be required to comply with Section 404 of the Sarbanes-Oxley Act by no later than December 31, 2007. We are in the process of evaluating our internal control systems to allow management to report on, and our independent auditors to assess, our internal controls over financial reporting. We have hired a consultant to assist us with our Section 404 compliance process. We cannot be certain, however, as to the timing of the completion of our evaluation, testing and remediation actions or the impact of the same on our operations, nor can we assure you that our compliance with Section 404 will not result in significant additional expenditures. Compliance with Section 404 will require the devotion of substantial time and attention from our management and may require us to secure additional personnel. For example, we anticipate that we will hire additional non-management compliance and reporting staff over the next year in order to ensure we can meet our reporting obligations. Furthermore,

upon completion of this process, we may identify control deficiencies of varying degrees of severity that remain unremediated. As a public company, we will be required to disclose, among other things, control deficiencies that constitute a ''material weakness.'' A ''material weakness'' is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. If we fail to implement the requirements of Section 404 in a timely manner, we might be subject to sanctions or investigation by regulatory agencies such as the SEC. In addition, failure to comply with Section 404 or the disclosure by us of a material weakness may cause investors to lose confidence in our financial statements and the trading price of our common stock may decline. If we fail to remedy any material weakness, our financial statements may be inaccurate, our access to the capital markets may be restricted and the trading price of our common stock may decline.

There has been no prior market for our common stock, and you may lose all or a part of your investment.

There has not been any public market for our common stock prior to this offering. An active trading market for our common stock may not develop after this offering. If an active trading market develops, it may not continue and trading in and the price of our common stock may fluctuate widely as a result of a number of factors, many of which are beyond our control, including:

- failure of security analysts to cover our stock;
- variations in our quarterly operating results;
- changes in operating and stock performance of similar companies;
- changes in earnings estimates and market price targets by securities analysts;
- investor perception of the workers' compensation insurance industry and of our company;
- results of operations that vary from those expected by securities and other market analysts and investors;
- future sales of our securities;
- sales or the perception of such sales of our stock received by our members as consideration in the conversion;
- litigation developments;
- regulatory actions;
- departures of key personnel; and
- general market conditions, including market volatility.

A significant decline in our stock price could result in substantial losses for individual stockholders and could lead to costly and disruptive securities litigation.

The initial public offering price of our common stock will be determined based upon a number of factors and may not be indicative of prices that will prevail following the completion of this offering. In addition, the stock market in recent years has experienced substantial price and trading volume fluctuations that sometimes have been unrelated or disproportionate to the operating performance of companies whose shares are publicly traded. As a result, the trading price of shares of our common stock may be below the initial public offering price, you may be unable to sell your shares of common stock at or above the price that you pay to purchase them, and you may lose some or all of your investment.

Insurance laws of Nevada and other applicable states and certain provisions of our charter documents and Nevada corporation law could prevent or delay a change of control of us and could also adversely affect the market price of our common stock.

Under Nevada insurance law and our amended and restated articles of incorporation that will become effective upon completion of the conversion, for a period of five years following the effective date of the plan of conversion or, if earlier, until such date as we no longer directly or indirectly own a majority of the outstanding voting stock of EICN, no person may directly or indirectly acquire or offer to acquire

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in any manner beneficial ownership of 5% or more of any class of our voting securities without the prior approval by the Nevada Commissioner of Insurance of an application for acquisition under Section 693A.500 of the Nevada Revised Statutes. Under Nevada insurance law, the Nevada Commissioner of Insurance may not approve an application for such acquisition unless the Commissioner finds that (1) the acquisition will not frustrate the plan of conversion as approved by our members and the Commissioner, (2) the board of directors of EICN has approved the acquisition or extraordinary circumstances not contemplated in the plan of conversion have arisen which would warrant approval of the acquisition, and (3) the acquisition is consistent with the purpose of relevant Nevada insurance statutes to permit conversions on terms and conditions that are fair and equitable to the members eligible to receive consideration. Accordingly, as a practical matter, any person seeking to acquire us within five years after the effective date of the plan of conversion may only do so with the approval of the board of directors of EICN.

In addition, the insurance laws of Nevada and California generally require that any person seeking to acquire control of a domestic insurance company must obtain the prior approval of the insurance commissioner. Furthermore, insurance laws in many other states contain provisions that require pre-notification to the insurance commissioners of those states of a change in control of a non-domestic insurance company licensed in those states. While these pre-notification statutes do not authorize the state insurance departments to disapprove the change of control, they authorize regulatory action (including a possible revocation of our authority to do business) in the affected state if particular conditions exist, such as undue market concentration. Any future transactions that would constitute a change of control of us may require prior notification in the states that have pre-acquisition notification laws. Because we have an insurance subsidiary domiciled in Nevada and another insurance subsidiary domiciled in California and licensed in numerous other states, any future transaction that would constitute a change in control of us would generally require the party seeking to acquire control to obtain the prior approval of the Nevada Commissioner of Insurance and the California Insurance Commissioner and may require pre-acquisition notification in those states in which we are licensed to conduct business that have adopted pre-acquisition notification provisions. ‘‘Control’’ is generally presumed to exist through the direct or indirect ownership of 10% or more of the voting securities of a domestic insurance company or of any entity that controls a domestic insurance company. Obtaining these approvals may result in a material delay of, or deter, any such transaction. Therefore, any person seeking to acquire a controlling interest in us would face regulatory obstacles which may delay, deter or prevent an acquisition that stockholders might consider in their best interests.

Provisions of our amended and restated articles of incorporation and amended and restated by-laws that will become effective on completion of the conversion could discourage, delay or prevent a merger, acquisition or other change in control of us, even if our stockholders might consider such a change in control to be in their best interests. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors and take other corporate actions. In particular, our amended and restated articles of incorporation and amended and restated by-laws will include provisions:

- dividing our board of directors into three classes;
- eliminating the ability of our stockholders to call special meetings of stockholders;
- permitting our board of directors to issue preferred stock in one or more series;
- imposing advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at the stockholder meetings;
- prohibiting stockholder action by written consent, thereby limiting stockholder action to that taken at a meeting of our stockholders; and
- providing our board of directors with exclusive authority to adopt or amend our by-laws.

These provisions could limit the price that investors are willing to pay in the future for shares of our common stock. These provisions might also discourage a potential acquisition proposal or tender offer, even if the acquisition proposal or tender offer is at a premium over the then current market price for our common stock.

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FORWARD-LOOKING STATEMENTS AND ASSOCIATED RISKS

This prospectus contains forward-looking statements, including statements regarding our expected financial position, business, financing plans, litigation, future premiums, revenues, earnings, pricing, investments, business relationships, expected losses, loss reserves, competition and rate increases. These forward-looking statements reflect our views with respect to future events and financial performance. The words ‘‘believe,’’ ‘‘expect,’’ ‘‘plans,’’ ‘‘intend,’’ ‘‘project,’’ ‘‘estimate,’’ ‘‘may,’’ ‘‘should,’’ ‘‘will,’’ ‘‘continue,’’ ‘‘potential,’’ ‘‘forecast’’ and ‘‘anticipate’’ and similar expressions identify forward-looking statements. Although we believe that these expectations reflected in such forward-looking statements are reasonable, we can give no assurance that the expectations will prove to be correct. Actual results may differ from those expected due to risks and uncertainties, including those discussed in ‘‘Risk Factors’’ and the following:

- accuracy in projecting loss reserves;
- development of claims and the effect on loss reserves;
- rate regulation;
- the adequacy and accuracy of our pricing methodologies;
- our dependence on a concentrated geographic area and on the workers' compensation industry;
- effects of acts of war, terrorism or natural or man-made catastrophes;
- non-receipt of expected payments, including reinsurance receivables;
- the possible unavailability of reinsurance on satisfactory terms;
- the impact of competition and pricing environments;
- the effect of the performance of the financial markets on investment income and fair values of investments;
- changes in asset valuations;
- the possible failure of our information technology or communications systems;
- changes in legislation and regulations;
- adverse state and federal judicial decisions;
- litigation and government proceedings;
- the possible loss of the services of any of our executive officers or other key personnel;
- cyclical changes in the insurance industry;
- investigations into issues and practices in the insurance industry;

- changes in interest rates; and
- changes in demand for our products.

The foregoing factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus.

These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical or anticipated results, depending on a number of factors. These risks and uncertainties include, but are not limited to, those listed in this prospectus under the heading ''Risk Factors.'' All subsequent written and oral forward-looking statements attributable to us or individuals acting on our behalf are expressly qualified in their entirety by these cautionary statements. We caution you not to place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. Before making an investment decision, you should carefully consider all of the factors identified in this prospectus that could cause actual results to differ.

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THE CONVERSION

The following section provides a summary of the conversion and the terms of our plan of conversion. The description of the conversion in the following sections is only a summary and is qualified in its entirety by reference to the complete terms of the plan of conversion, a copy of which has been filed as an exhibit to the registration statement of which this prospectus forms a part.

Plan of Conversion

Adoption and Approval of the Plan of Conversion

Our board of directors unanimously approved and adopted the plan of conversion on August 17, 2006, and unanimously approved an amended and restated plan of conversion on October 3, 2006. The principal feature of the plan of conversion is the conversion of EIG from a mutual insurance holding company to a stock corporation. In this prospectus, we refer to the conversion, which will occur pursuant to the provisions of Nevada law, as the ''conversion.''

Because EIG is currently a mutual insurance holding company organized under the laws of the State of Nevada, the conversion is governed by Nevada law. As a mutual insurance holding company, EIG currently does not have stockholders. Instead it has members, generally comprised of all policyholders of our Nevada insurance subsidiary, EICN.

Pursuant to Nevada law and the plan of reorganization that EICN adopted and amended in 2004, and the by-laws of EIG, to reorganize into a mutual insurance holding company structure, the plan of conversion, including the amendments to EIG's articles of incorporation contemplated thereby, must be approved by both the affirmative vote of a majority of EIG's members, as of a record date fixed by EIG's board of directors in accordance with EIG's by-laws, and by the affirmative vote of not less than two-thirds of the eligible members voting in person or by proxy at the meeting of EIG's members called to vote on the plan of conversion.

Under Nevada law, only eligible members of EIG are entitled to receive consideration if the conversion is completed. Nevada law defines an eligible member as a person or persons who, on the adoption date, was the owner of one or more in force insurance policies with EICN, as reflected in our records. Nevada law defines adoption date as the date our board of directors adopts a resolution proposing a plan of conversion and an amendment to our articles of incorporation. The consideration to be distributed to the eligible members in the plan of conversion and in accordance with Nevada law must be not less than the surplus of EICN as reported in the statutory financial statements most recently filed by EICN with the Nevada Division of Insurance prior to completion of the conversion, and may be in the form of cash, stock or other valuable consideration approved by the Nevada Commissioner of Insurance.

Nevada law also requires that the application for conversion be approved by the Nevada Commissioner of Insurance, by issuance of both an initial order, following a public hearing, and a final order approving the application for conversion. Under the terms of the plan of conversion, EIG's conversion will not become effective until we have obtained these approvals and the Nevada Commissioner of Insurance has issued a new certificate of authority to EICN. The articles of incorporation and by-laws of EIG will be amended and restated effective upon completion of the conversion in the form filed as exhibits to the registration statement of which this prospectus forms a part.

On August 22, 2006, we filed an application for conversion with the Nevada Commissioner of Insurance. The Nevada Commissioner of Insurance held a public hearing on the plan of conversion on October 26, 2006 and issued an initial order approving the application for conversion on November 29, 2006, based upon, among other things, a determination that the plan of conversion is fair and equitable to our eligible members.

We have scheduled a special meeting of our members for January 13, 2007 to consider and vote upon a proposal to approve the plan of conversion, including the amended and restated articles of incorporation of EIG. Under applicable Nevada law and the Commissioner's initial order, the Nevada Commissioner of Insurance must issue a final order approving the application for conversion not later than ten days after the date that we certify to the Nevada Commissioner of Insurance that the plan of conversion was

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approved by the requisite votes of our members at the special meeting. We cannot assure you that we will obtain the required votes of our members at the special meeting or that the Nevada Commissioner of Insurance will issue a final order approving the application for conversion.

Any final approval order issued by the Nevada Commissioner of Insurance is subject to review in accordance with the procedures provided for under Nevada law. See ''Risk—Factors—Risks Related to The Conversion—A challenge to the Nevada Commissioner of Insurance's approval of the application for conversion could result in uncertainty regarding the terms of our conversion and reduce the market price of our common stock.''

Effects of the Conversion

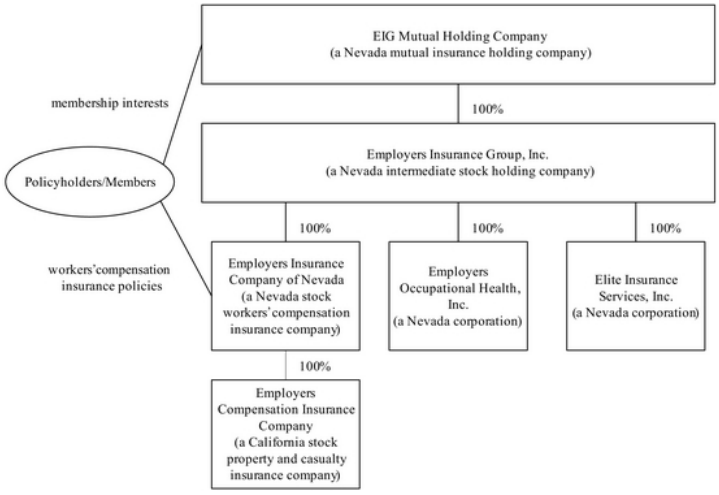
This offering is being made in connection with the completion of the conversion of EIG to a stock corporation, and each of the effectiveness of the conversion and the completion of this offering are conditioned upon the occurrence of the other.

Upon completion of our conversion, EIG will become a Nevada stock corporation and will change its name to ''Employers Holdings, Inc.,'' and all of the membership interests of our members will be extinguished. Members who are eligible under Nevada law to receive consideration in exchange for the extinguishment of their membership interests in the conversion will receive shares of our common stock, cash or a combination of both.

When the conversion and this offering are complete, EIG will be a public company and will continue to indirectly own 100% of the common stock of EICN and our other operating subsidiaries.

The following charts reflect our organizational structure before and after the completion of the conversion and this offering:

Structure Before Conversion and Completion of this Offering



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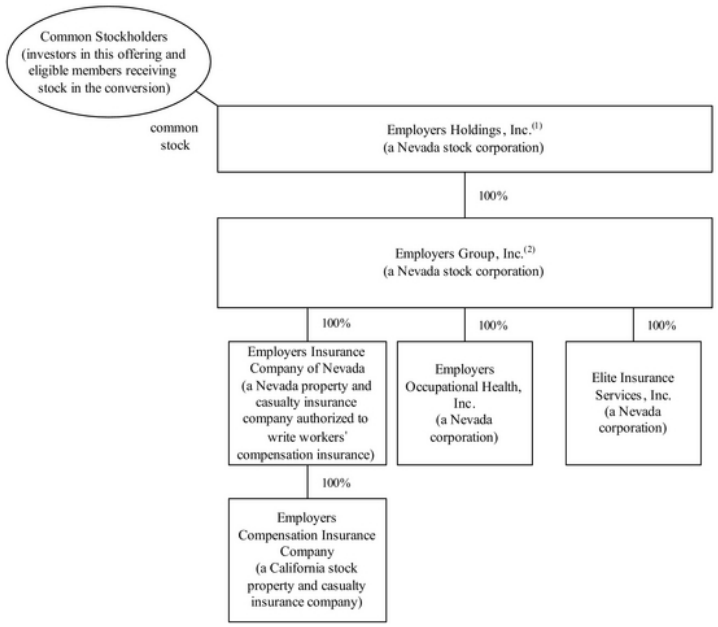
Structure After Conversion and Completion of this Offering



(1) Employers Holdings, Inc. is the name that EIG Mutual Holding Company will adopt upon consummation of its conversion from a mutual insurance holding company to a stock corporation.

(2) Employers Group, Inc. is the name that Employers Insurance Group, Inc. will adopt upon consummation of the conversion of its parent company.

Effective Date of the Conversion

The effective date of the conversion will be the date on which this offering is completed. Effectiveness of our conversion is subject to the completion of this offering and to the satisfaction of a number of conditions described below. If our conversion does not become effective for any reason, EIG will remain a mutual insurance holding company, the offering described in this prospectus will not be consummated and no consideration will be provided to our eligible members.

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Conditions to Effectiveness of the Conversion

The conversion cannot be completed unless a number of conditions are satisfied, including:

- The Nevada Commissioner of Insurance must issue both an initial order, following a public hearing, and a final order approving our application for conversion;
- The plan of conversion, including the amendments to our articles of incorporation contemplated thereby, must be approved by our members, both by the affirmative vote of a majority of our members as of November 20, 2006, the record dated fixed by our board of directors in accordance with our by-laws, and by the affirmative vote of not less than two-thirds of the eligible members voting in person or by proxy at the meeting of our members called to vote on the plan of conversion;
- All authorizations, consents, orders or approvals of, or declarations or filings with, and the expiration of all waiting periods imposed by, any court or governmental or regulatory authority or agency, if any, legally required for the consummation of the conversion shall have occurred or been obtained or made;
- We must receive an opinion of Skadden, Arps, Slate, Meagher & Flom LLP or other nationally recognized tax counsel to the company, which counsel will be entitled to rely upon representation letters in form and substance reasonably satisfactory to such counsel substantially to the effect described below under ‘‘—Material U.S. Federal Income Tax Considerations of the Conversion’’;

- We must receive a favorable ‘‘no-action’’ letter or other exemptive relief from the SEC to the effect that the common stock may be distributed to eligible members under the plan of conversion without registration under the Securities Act of 1933, as amended, or the Securities Act, in reliance on the exemption provided under Section 3(a)(10) of that Act, and as to certain other federal securities law matters; we have obtained such a letter, but it does not constitute the legal conclusion of the SEC with respect to the matters covered by it, but only the SEC Staff's position as stated in the letter that it will not recommend enforcement action against us based on the facts described in our request for no-action relief;
- The registration statement of which this prospectus forms a part must have been declared effective by the SEC under the Securities Act, no stop order suspending the effectiveness of such registration statement may have been issued by the SEC, and no proceedings for that purpose may have been initiated or threatened by the SEC;
- The shares of our common stock to be issued to eligible members under the plan of conversion and to the public in this offering must have been approved for listing on the New York Stock Exchange or the NASDAQ Stock Market as of the effective date of the conversion subject to official notice of issuance;
- No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the transactions contemplated by the plan of conversion may be in effect;
- In accordance with applicable Nevada law, the total consideration to be provided to the eligible members pursuant to the plan of conversion must be equal to or greater than the surplus of EICN, as reported on line 35 of the ‘‘Liabilities, Surplus and Other Funds’’ page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing financial statements prepared under Statutory Accounting Principles prescribed by the State of Nevada most recently filed by EICN with the Nevada Division of Insurance prior to the effective date of the conversion;
- We must receive an opinion of Morgan Stanley & Co. Incorporated, or another nationally-recognized financial advisor, dated as of the effective date of the conversion, to the effect that: (a) the consideration to be provided to eligible members pursuant to the plan of conversion is fair, from a financial point of view, to the eligible members, as a group, and (b) the total

consideration to be provided to the eligible members pursuant to the plan of conversion is equal to or greater than the surplus of EICN, as reported on line 35 of the ‘‘Liabilities, Surplus and Other Funds’’ page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing financial statements prepared under Statutory Accounting Principles prescribed by the State of Nevada most recently filed by EICN with the Nevada Division of Insurance prior to the effective date of the conversion;

- We must receive an opinion of Robert F. Conger, a Fellow of the Casualty Actuarial Society, Member of the American Academy of Actuaries, and a Consultant with the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., dated as of the effective date of the conversion, to the effect that: (a) all methodologies and formulas used to allocate consideration among eligible members are reasonable and (b) the allocation of consideration resulting from such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective; and
- We must have taken such action as is necessary so that as of the effective date of the conversion the composition of the board of directors of EIG and the audit, compensation and nominating and governance committees thereof, satisfies the independence requirements specified in the plan of conversion.

In addition, the plan of conversion requires that (1) the gross proceeds of this offering must be not less than $125 million, and (2) we raise proceeds in this offering in an amount, net of all underwriting commissions, without taking into account any proceeds received pursuant to the exercise of the underwriters' over-allotment option, at least equal to the total amount required to pay the mandatory cash consideration to eligible members described under ‘‘—Amount and Form of Consideration—Mandatory Cash Consideration’’ and to pay the fees and expenses we incur in the conversion and this offering. The Nevada Commissioner of Insurance shall issue an amended certificate of authority to EICN when we file a certificate with the Nevada Commissioner of Insurance stating that all conditions set forth in the plan of conversion have been satisfied. The conversion will be effective upon the issuance of the amended certificate of authority.

Initial Order of the Nevada Commissioner of Insurance

The initial order of the Nevada Commissioner of Insurance included the following requirements, among others:

- The mandatory cash requirements must include reimbursement of all funds expended, either directly or indirectly, by EICN related to the conversion and this offering;
- The employment contracts for certain executive officers in effect on October 26, 2006, may not be amended or revised, nor may any action be taken or any agreement be entered into to amend or revise such contracts, until after the earlier of the effective date or the date on which the plan of conversion is abandoned, except with respect to provisions regarding a pro rata bonus upon termination of employment, conformity to certain statutory requirements and certain non-material revisions to compensation;
- We must file with the Nevada Division of Insurance written notice regarding the results of the special meeting of our members;
- We may not enter into any underwriting agreement for this offering until we have been notified that the Nevada Commissioner of Insurance has received a written opinion from her financial advisor that we and the underwriters for this offering have complied in all material respects with the requirements of the plan of conversion regarding the conduct of this offering;
- We must notify the Nevada Commissioner of Insurance of any information contained in certain documents related to the conversion that we determine constitute a material misstatement or omission;
- We must notify the Nevada Commissioner of Insurance if we receive any written notice of any legal or administrative proceeding challenging or in any way relating to or affecting the conversion; and

- We may not announce, initiate, privately negotiate, or otherwise commence or engage in any open market repurchases of shares of common stock until at least five business days after we or the transfer agent mails a notice of share ownership to each eligible member entitled to receive shares of common stock as consideration pursuant to the plan of conversion. Upon receipt of such notice, eligible members who hold their shares of common stock in book entry form must have the ability to sell or transfer their shares through procedures established by the transfer agent and described in such notice.

Payment of Consideration to Eligible Members

Pursuant to the Nevada conversion statute, a mutual insurance holding company must distribute consideration, in the form of cash, stock or other consideration as may be approved by the Commissioner, to the eligible members of the converting mutual insurance holding company. Under the terms of the plan of conversion and in accordance with the Nevada conversion statute, the total amount of consideration must be equal to or greater than the surplus of EICN as reported in the statutory financial statements most recently filed by EICN with the Nevada Division of Insurance prior to completion of the conversion. Eligible member is defined under the Nevada conversion statute to mean those persons who were members of the converting mutual insurance holding company on the date its board of directors adopted a resolution proposing a plan of conversion and an amendment to its articles of incorporation.

Eligible Members

Under applicable Nevada law, those persons who were owners of one or more policies issued by EICN that were in force as of August 17, 2006, the date the plan of conversion was initially proposed, approved and adopted by our board of directors, and who therefore had a membership interest in EIG as of such date, are eligible members entitled to receive consideration in the conversion. Persons who become members after the adoption date are not eligible under Nevada law to receive consideration in the conversion although their membership interests will be extinguished if the conversion is completed. In addition, persons who are policyholders of our California domiciled insurance subsidiary, ECIC, do not have a membership interest in EIG and therefore are not entitled to receive consideration in the conversion.

Whether or not a policy is in force is determined based on our company records. In general, a policy is in force on a given day if it has been issued and is in effect and has not expired or been cancelled or otherwise terminated as of that day. A policy that is in force will remain in force as long as it has not expired, been cancelled or otherwise terminated. If a policy has lapsed or been cancelled for nonpayment of premiums, it will generally be deemed to remain in force during any applicable grace period in accordance with EICN's ordinary past practice, subject to limitations set forth in the plan of conversion.

Allocation of Aggregate Consideration

The aggregate consideration to be received by eligible members will be allocated among them in accordance with the allocation provisions set forth in the plan of conversion, which provide for both a fixed allocation component, intended to compensate all eligible members equally for the extinguishment of their membership interests, and a variable allocation component, based upon both the total number of days during which an eligible member has been a policyholder of EICN during the period from January 1, 2000 through August 17, 2006 and the total amount of premium paid by an eligible member to EICN in respect of coverage during the period from January 1, 2001 through August 17, 2006. The formulae in the plan of conversion allocate the aggregate consideration among the eligible members through the allocation of 50,000,000 notional ‘‘allocable shares.’’ These allocable shares are then used to determine the actual form and amount of consideration that eligible members will receive, as described below.

Amount and Form of Consideration

The consideration to be received by eligible members will be in the form of shares of our common stock, cash or a combination of both.

Mandatory Cash Consideration. Under the terms of the plan of conversion, eligible members must receive cash consideration in exchange for the extinguishment of their membership interests in the following limited circumstances:

- the eligible member's address for mailing purposes as shown on our records is an address at which mail is undeliverable or is deemed to be undeliverable in accordance with guidelines approved by the Nevada Commissioner of Insurance; or
- the eligible member's address for mailing purposes as shown on our records is located outside the United States of America.

An eligible member also will be required to receive cash consideration in the conversion if we determine in good faith to the satisfaction of the Nevada Commissioner of Insurance that it is not reasonably feasible or appropriate to provide such eligible member with common stock in exchange for the extinguishment of its membership interest. This provision will apply, for example, to any governmental agency or authority or school district that provides evidence reasonably satisfactory to us of a legal restriction or limitation on its ability to own or hold shares of our common stock.

Common Stock. In all other cases, subject only to the circumstances described in the following two sections, eligible members will receive shares of our common stock in exchange for the extinguishment of their membership interests in the conversion.

Cash Consideration to Non-Electing Members. In circumstances where the net proceeds from this offering and from the exercise of the underwriters' over-allotment option exceed the amount of funds necessary to pay the mandatory cash requirements and the elective cash requirements, we have the option to pay in cash a portion of the consideration to be paid to all eligible members not electing cash provided that (1) we distribute such cash pro rata in proportion to the number of shares allocated to them pursuant to the allocation provisions of the plan of conversion (with adjustments to prevent the issuance of any fractional shares), (2) the aggregate amount of cash that we so distribute does not exceed the limit on such amount described in ‘‘Use of Proceeds’’ and (3) the consideration we distribute to such eligible members includes an adjustment in respect of any required top-up amount, as described below under ‘‘—Calculation and Distribution of Consideration—Payment of Cash Consideration to Eligible Members not Electing Cash.’’

Cash Elections. All eligible members who are entitled to receive shares of our common stock in the conversion will be permitted, prior to the vote of the members entitled to vote on the plan of conversion, to express a preference to receive cash, rather than common stock, as consideration for the extinguishment of their membership interests. However, as described below, if sufficient net proceeds from this offering (including from the exercise of the underwriters' over-allotment option) are not available to satisfy all cash elections in full, the remaining cash available after payment of all mandatory cash requirements as described above will be allocated among eligible members electing cash pro rata in proportion to the number of shares allocated to them pursuant to the allocation provisions of the plan of conversion (with adjustments to prevent the creation of any odd-lots or the issuance of any fractional shares).

Calculation and Distribution of Consideration

- *Cash.* The amount of cash to be received by an eligible member receiving only cash will be equal to the number of shares that have been allocated to such eligible member under the allocation provisions of the plan of conversion, multiplied by the price per share at which the common stock is sold in this offering (net of any applicable withholding tax).
- *Common Stock.* The number of shares of common stock to be received by an eligible member receiving only common stock will be equal to the number of shares allocated to such member under the allocation provisions of the plan of conversion.
- *Payment of Cash Consideration to Eligible Members not Electing Cash.* If we elect to pay cash consideration in respect of some of the allocable shares allocated to those eligible members not electing cash under the circumstances described above, then we will allocate and distribute the aggregate amount of cash to be used for such purpose among such eligible members pro rata in proportion to the number of allocable shares allocated to them under the terms of the plan of

conversion, and the amount of cash so allocated to each such eligible member will be distributed to them in consideration for some number of their allocable shares, determined as described below. In respect of each of these allocable shares, such eligible members will receive an amount

of cash equal to the greater of (1) the price per share at which the common stock is sold in this offering and (2) the average closing price of the common stock for its first 20 trading days, subject to a maximum of 120% of the price at which the common stock is sold in this offering (the greater of (1) and (2) being referred to herein as the ‘‘per share cash payment amount’’), such that the total number of allocable shares for which each such eligible member will receive cash consideration will be equal to the total amount of cash allocated to such eligible member as described above, divided by the per share cash payment amount (with adjustments to prevent the creation of any fractional allocable shares). The remainder of the allocable shares allocated to each such eligible member under the allocation provisions of the plan of conversion will be distributed to them in the form of a like number of shares of common stock in book entry form (with adjustments to prevent the issuance of any fractional shares).

If the per share cash payment amount is higher than the price at which common stock is sold in this offering, such eligible members not electing cash will receive a greater number of shares of common stock than they otherwise would have received if the per share cash payment amount were equal to the price at which common stock is sold in this offering, and, accordingly, in such circumstances, (i) there will be a greater number of issued and outstanding shares of common stock than if the per share cash payment amount were equal to the price at which common stock is sold in this offering, and (ii) the number of issued and outstanding shares of common stock following the completion of the conversion could exceed, perhaps meaningfully, the estimated number of issued and outstanding shares of common stock reflected under ‘‘Pro Forma Consolidated Financial Information.’’ In this prospectus, we refer to the amount, if any, by which the average closing price described above exceeds the price per share at which the common stock is sold in this offering (subject to the 120% limit) as the ‘‘top-up amount.’’

- *Distribution of Common Stock to Eligible Members Electing Cash.* If we pay some consideration in the form of stock to eligible members who have elected to receive cash, under the circumstances described below under ‘‘—Limits on Available Cash’’, cash available to satisfy cash elections will be allocated and distributed among such eligible members pro rata in proportion to the total number of shares allocated to them pursuant to the plan of conversion, and each such eligible member also will receive a number of shares of common stock equal to (1) the total number of shares allocated to such eligible member under the allocation provisions of the plan of conversion minus (2) the quotient obtained by dividing the total amount of cash allocated and distributed to such eligible member by the price per share at which the common stock is sold in this offering (with adjustments to prevent the creation of any odd-lots or the issuance of any fractional shares).

Limits on Available Cash

In the event that the net proceeds from this offering and the exercise of the underwriters' over-allotment option (after payment of all mandatory cash requirements) are not sufficient to fund the distribution of cash consideration to all eligible members electing to receive cash instead of common stock, the remaining proceeds will be allocated pro rata among all eligible members electing to receive cash, in proportion to the number of shares allocated to such eligible members pursuant to the allocation provisions of the plan of conversion (with adjustments to prevent the creation of any odd-lots or the issuance of any fractional shares).

The maximum number of allocated shares for which cash will be available will depend on a number of factors, including the amount of net proceeds from this offering and the percentage of eligible members who have elected to receive cash.

Actuarial Opinion

We have retained the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. as our actuarial advisor to advise us in connection with allocating the aggregate consideration to be received by eligible members in the conversion. On October 26, 2006, Robert F. Conger, a Fellow of the Casualty Actuarial Society, Member of the American Academy of Actuaries, and a Consultant with the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. delivered an actuarial opinion that (i) all methodologies and

formulas used to allocate consideration among eligible members are reasonable and (ii) the proposed allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective. A copy of the opinion is attached as Annex A to this prospectus.

Closed Block

As required by Nevada law, we will establish a closed block at the effective time of the conversion for the preservation of the reasonable dividend expectations of eligible members and other policyholders holding policies entitling the holder to distributions from the surplus of EICN in accordance with the terms of a dividend plan or program with respect to such policy. The closed block will be created for the benefit of (1) all policies issued by EICN that are in force as of the effective time and that are participating pursuant to a dividend plan or program of EICN and (2) all policies that are no longer in force as of the effective date but that were participating pursuant to a dividend plan or program of EICN, that have an inception date that is not earlier than 24 months prior to and not later than the effective date and for which a participating policy dividend has not been calculated, declared and paid by EICN as of the effective date. The closed block assets will consist solely of cash and U.S. treasury securities and will be segregated in a separate surplus account in an amount that is reasonably expected to cover all dividend payments on the closed block policies, assuming that (a) they earn a dividend, (b) no further losses are incurred or paid with respect to any such policies and (c) dividends are declared on the participating policies by EICN's board of directors. The assets allocated to the closed block are not expected to exceed $3.4 million. The assets allocated to the closed block are assets of EICN and are subject to the same liabilities (in the same priority) as all assets of EICN. The closed block will terminate, and the remaining assets will revert to the benefit of EICN, from and after the calculation, declaration and payment by EICN of all dividends, if any, with respect to all closed block policies following the effective time, which we expect will be approximately 24 months following the effective time.

Compensation of Directors, Officers and Employees

Except as otherwise specifically provided in the plan of conversion, no director, officer, employee or agent of EIG, or any other person, will receive any fee, commission or other valuable consideration, other than his or her usual regular salary or other compensation, including incentive compensation in the ordinary course of business, for aiding, promoting or assisting in connection with the transactions contemplated by the plan of conversion.

In recognition of becoming a public company, on the date of the closing of the initial public offering, we intend to make a ‘‘founders' grant’’ in the form of a nonqualified stock option to purchase 300 shares of our

common stock to each full-time employee, other than senior officers, at the initial public offering stock price. Part-time employees will receive a grant to purchase 150 of our shares. We believe the ‘‘founders' grants’’ will immediately align employee interests with those of members receiving stock in the conversion and other public stockholders and reinforce the cultural change from a mutual to a public stock company. The ‘‘founders' grants’’ will vest pro rata on each of the first three anniversaries of the initial public offering date, subject to the continued employment of the employee, and have a maximum term of seven years.

Our directors, officers and employees will not receive any other stock or cash compensation at the time of completion of the conversion, except that some of our directors may receive cash and/or stock consideration indirectly through an affiliation with an eligible member that receives consideration in the conversion. See ‘‘Certain Relationships and Related Transactions.’’ EIG's equity and incentive plan will become effective upon completion of the conversion, and following the conversion stock options and other stock-based awards will be part of the overall compensation package for our directors and officers, provided that we may not award any stock options, restricted stock or other stock-based awards to any of our senior officers or directors until six months after the effective date of the conversion. See ‘‘Compensation Discussion and Analysis.’’

Except as stated above, nothing in the plan of conversion will prohibit us from adopting or establishing, or issuing common stock in connection with:

- EIG's equity and incentive plan, or any other stock option plan, stock incentive plan or other compensation or incentive plan for our directors, officers, employees and/or agents;

- any employee stock purchase plan or employee stock ownership plan; or
- any savings or other benefit plan established for the benefit of our employees, or any matching contribution made pursuant to the terms of any such plan, or crediting the account of any participant under any such plan by reference to the value of the common stock,

provided, that (1) during the first 24 months following the effective date, the maximum number of shares of common stock that may be issued or made subject to awards issued under any and all such plans is three percent of the aggregate number of shares of common stock outstanding immediately following completion of the conversion and this offering (including any shares issuable upon exercise of the underwriters' over-allotment option) (which three percent we refer to as the share pool), unless within such 24-month period, EIG's stockholders approve the plan or plans or amendments thereto that result in an increase in the share pool, (2) for six months after the effective date, no awards or grants of any stock options, restricted stock or other stock-based awards may be made to any senior officer of EIG or any direct or indirect subsidiary thereof, (3) during the first 24 months following the effective date, the total value of the stock options, restricted stock or other stock-based awards granted under EIG's equity and incentive plan to individuals holding the positions of Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, General Counsel, Chief Administrative Officer or Executive Vice President of Corporate and Public Affairs (or any functional equivalent title(s) adopted in place of such titles after the adoption date) of EIG or EICN may not exceed in the aggregate 40% of the total value of the share pool, and (4) during the first 24 months following the effective date, no more than 33 1/3% of the share pool may be awarded in the aggregate in the form of awards other than options and stock appreciation rights (or similar instruments), unless, within such 24-month period, EIG's stockholders approve an amendment to the equity and incentive plan that changes such limitation.

Acquisitions of Common Stock by Directors and Executive Officers

For a period of six months following completion of the conversion and this offering, no acquisitions of any shares of common stock or options or rights to acquire any shares of our common stock, including under any benefit plan or arrangement, may be made by (1) any of our directors or senior officers, (2) any spouse, parent, spouse of a parent, child or spouse of a child of, or other family member living in the same household with, any of our directors or senior officers, or (3) any entity that is controlled by any director, senior officer or other such related person.

Limitations on Acquisitions of Common Stock

Under Nevada insurance law and our amended and restated articles of incorporation that will become effective on completion of the conversion, for a period of five years following the effective date of the plan of conversion or, if earlier, until such date as EIG no longer directly or indirectly owns a majority of the outstanding voting stock of EICN, no person may directly or indirectly acquire or offer to acquire in any manner beneficial ownership of five percent or more of any class of voting securities of EIG without the prior approval by the Nevada Commissioner of Insurance of an application for acquisition under Section 693A.500 of the Nevada Revised Statutes. Under Nevada insurance law, the Nevada Commissioner of Insurance may not approve an application for such acquisition unless the Commissioner finds that (1) the acquisition will not frustrate the plan of conversion as approved by our members and the Commissioner, (2) the board of directors of EICN has approved the acquisition or extraordinary circumstances not contemplated in the plan of conversion have arisen which would warrant approval of the acquisition, and (3) the acquisition is consistent with the purpose of relevant Nevada insurance statutes to permit conversions on terms and conditions that are fair and equitable to the members eligible to receive consideration. Accordingly, as a practical matter, any person seeking to acquire us within five years after the effective date of the plan of conversion may only do so with the approval of the board of directors of EICN.

Amendments to the Plan of Conversion

The board of directors of EIG may amend our plan of conversion, prior to the approval of the plan of conversion by the members eligible to vote, by the affirmative vote of not less than two-thirds of the board and with the prior approval of the Nevada Commissioner of Insurance. The board of directors of

EIG may amend our plan of conversion, after approval of the plan of conversion by the members eligible to vote, by an affirmative vote of not less than two-thirds of the board and with the prior approval of the Nevada Commissioner of Insurance, but only if the amendment is required by the Nevada Commissioner of Insurance in order for the Nevada Commissioner of Insurance to approve the plan of conversion as being fair and equitable to eligible members or in order to conform the plan of conversion to the requirements of applicable law.

The board of directors of EIG may abandon our plan of conversion at any time before the effective date by a vote of not less than two-thirds of the members of our board of directors and with the approval of the Nevada Commissioner of Insurance. The conversion must be completed within 180 days after the date of the final order issued by the Nevada Commissioner of Insurance or such later date as may be approved by the Nevada Commissioner of Insurance.

Judicial Review of Commissioner's Final Order

On August 22, 2006, we filed an application for conversion with the Nevada Commissioner of Insurance. The Nevada Commissioner of Insurance held a public hearing on the application for conversion on October 26, 2006 and issued an initial order approving the application for conversion on November 29, 2006, based upon, among other things, a determination that the plan of conversion is fair and equitable to our eligible members. The initial order of the Nevada Commissioner of Insurance approving the application for conversion did not address the fairness of the plan of conversion to purchasers of common stock in this offering.

Nevada law requires that the plan of conversion be approved by the Nevada Commissioner of Insurance through the issuance of both an initial order, following a public hearing, and a final order approving the application for conversion. Our conversion will not become effective unless both of these orders are issued.

We have scheduled a special meeting of our members for January 13, 2007 to consider and vote upon a proposal to approve the plan of conversion, including the amended and restated articles of incorporation of EIG. Under applicable Nevada law and the Commissioner's initial order, the Nevada Commissioner of Insurance must issue a final order approving our application for conversion not later than ten days after the date that we certify to the Nevada Commissioner of Insurance that the plan of conversion was approved by the requisite votes of our members at the special meeting.

Nevada law provides that any party aggrieved by a final order of the Nevada Commissioner of Insurance approving the plan of conversion may petition for judicial review in a state district court. Under Nevada Revised Statutes 233B.035, for the purposes of this section ''party'' means ''each person or agency named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party, in any contested case.'' Under Nevada law, judicial review of a decision of the Nevada Commissioner of Insurance must be sought by initiating an action under the Nevada Administrative Procedure Act in the appropriate district court within thirty days of receipt of the final order. A successful challenge could result in injunctive relief, a modification of the plan of conversion or the Nevada Commissioner of Insurance's approval of the application for conversion being set aside. In addition, a successful challenge could result in substantial uncertainty relating to the terms and effectiveness of the plan of conversion, and an extended period of time might be required to reach a final determination. In order to successfully challenge the Nevada Commissioner of Insurance's approval of the application for conversion, a challenging party would have to sustain the burden of showing that approval was arbitrary, capricious, an abuse of discretion, made in violation of lawful procedures, clearly erroneous in view of the substantial evidence on the whole record, in violation of constitutional or statutory provisions, in excess of the statutory authority of the Nevada Commissioner of Insurance or affected by an error of law. Such an outcome would likely reduce the market price of our common stock, would likely be materially adverse to purchasers of our common stock, and would likely have a material adverse effect on our results of operations and financial condition.

We currently are not aware of any lawsuits or proceedings challenging the Nevada Commissioner of Insurance's initial order approving the application for conversion. However, we cannot assure you that no such lawsuits or proceedings will be commenced.

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Material U.S. Federal Income Tax Considerations of the Conversion

It is a condition to the effectiveness of the conversion that we receive, as of the effective date, an opinion of Skadden, Arps, Slate, Meagher & Flom LLP or other nationally recognized tax counsel to the company, which counsel will be entitled to rely upon representation letters in form and substance reasonably satisfactory to such counsel, substantially to the effect that:

- eligible members receiving solely common stock in exchange for their membership interests pursuant to the conversion will not recognize gain or loss for U.S. federal income tax purposes as a result of such deemed exchange, and
- the converted company will not recognize gain or loss for U.S. federal income tax purposes upon the issuance of common stock in exchange for membership interests pursuant to the conversion.

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USE OF PROCEEDS

We estimate that our net proceeds from the sale of shares of common stock in the offering, at an assumed initial public offering price of $12.52 per share, will be approximately $232.9 million, or $267.8 million if the underwriters exercise their over-allotment option in full, after deducting the estimated underwriting discounts and commissions payable by us, and we estimate that the proceeds available to eligible members as cash consideration in the conversion, which equals those net procceds less estimated conversion and offering expenses, will be $220.7 million, or $255.6 million if the underwriters exercise their over-allotment option in full. Each $1.00 increase (decrease) in the assumed initial public offering price of $12.52 per share would increase (decrease) the net proceeds to us of this offering by $18.6 million, assuming the number of shares offered by us is 20,000,000 and after deducting the underwriting discounts and commissions payable by us.

The plan of conversion requires us to use all or a portion of the net proceeds (after deducting underwriting discounts and commissions) (1) first, to pay all fees and expenses incurred by us in connection with the conversion and this offering and all cash consideration payable to all eligible members of EIG who are not eligible to receive our common stock in the conversion (which we refer to in this prospectus collectively as the ''mandatory cash requirements''), and (2) next, to pay the cash consideration payable to eligible members of EIG who elect to receive cash instead of our common stock (which we refer to in this prospectus as the ''elective cash requirements''). If any net proceeds remain after all of the foregoing amounts have been paid in full, EIG may retain up to $25 million of the remaining net proceeds for working capital, payment of future dividends on the common stock, repurchases of shares of common stock and other general corporate purposes, and must contribute any remaining net proceeds in excess of such $25 million limit that EIG seeks to retain to its indirect subsidiary, EICN. The net proceeds of any exercise of the underwriters' over-allotment option will be used first to fund any portion of the elective cash requirements that are not funded in full by the net proceeds of the offering before such exercise, and EIG may retain and use any remaining amounts from such exercise for working capital, payment of future dividends on the common stock, repurchases of shares of common stock and other general corporate purposes.

In circumstances where the net proceeds of this offering exceed the amount of funds necessary to pay the mandatory cash requirements and the elective cash requirements, we may use some or all of such excess net proceeds as well as some or all of the net proceeds from the exercise of the underwriters' over-allotment option to pay cash consideration to all eligible members not electing cash, but only if the amount of net proceeds so utilized for such purpose does not exceed an aggregate amount equal to $250 million less the sum of (1) the total amount of the elective cash requirements plus (2) the amount, if any, of the net proceeds and/or the net proceeds from the exercise of the underwriters' over-allotment option retained by us at EIG and EICN.

We will use the net proceeds from the offering as follows:

- $7.5 million is estimated to be required for the cost of the non-recurring fees and expenses directly related to the conversion;
- $4.7 million is estimated to be required for the cost of the non-recurring fees and expenses directly related to this offering;
- $8.8 million is estimated to be necessary to provide consideration to members eligible solely for cash; and
- $211.9 million is estimated to be used to make elective cash payments to those eligible members that elect to receive this form of consideration in the conversion.

In the event that the net proceeds from this offering and the exercise of the underwriters' over-allotment option (after payment of all mandatory cash requirements) are not sufficient to fund the distribution of cash consideration to all eligible members electing to receive cash instead of common stock, the remaining proceeds will be allocated pro rata among all eligible members electing to receive cash, in proportion to the number of shares allocated to such eligible members pursuant to the allocation provisions of the plan of conversion (with adjustments to prevent the creation of any odd-lots or the issuance of any fractional shares).

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The maximum number of allocated shares for which cash will be available will depend on a number of factors, including the amount of net proceeds from this offering and the percentage of eligible members who have elected to receive cash.

In addition to the shares of our common stock distributed in this offering, for which we will receive cash proceeds, many eligible members entitled to receive consideration in the conversion will receive shares of our common stock distributed in connection with the conversion as consideration for extinguishment of their membership interests in us. We will not receive any proceeds from the issuance of our common stock to eligible members entitled to receive consideration in the conversion for the extinguishment of their membership interests in us.

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CAPITALIZATION

The following table provides, as of September 30, 2006, (1) our actual consolidated capitalization and (2) our pro forma capitalization after giving effect to:

- the conversion and the issuance of 32,374,265 shares of our common stock to members entitled to receive stock compensation in the conversion;
- the receipt by us of the net proceeds from the sale of 20,000,000 shares of common stock at an assumed initial public offering price of $12.52 per share after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us; and
- the application of the net proceeds from this offering as described under ‘‘Use of Proceeds,’’

in each case as if the conversion and this offering had occurred as of September 30, 2006.

We based the pro forma information on the assumptions we have made about the number of shares of common stock and the amount of cash that will be distributed to members entitled to receive compensation in the conversion. We describe these assumptions in ‘‘Pro Forma Consolidated Financial Data.’’ You should read this table in conjunction with the pro forma consolidated financial information appearing in this prospectus.

The table below assumes that the underwriters' option to purchase additional shares of common stock in the offering is not exercised:

	As of September 30, 2006	
	Actual	Pro Forma
	(in thousands)	
Equity:		
Common stock, $0.01 par value; no shares authorized, issued or outstanding, actual; 150,000,000 shares authorized and 52,374,265 shares issued and outstanding, pro forma	$ —	$ 524
Preferred stock, $0.01 par value; no shares authorized, issued or outstanding, actual; 25,000,000 shares authorized and none issued, pro forma	—	—
Additional paid-in capital	—	216,496
Retained earnings	219,520	—
Accumulated other comprehensive income	53,535	53,535
Total equity	273,055	270,555
Total capitalization	$ 273,055	$ 270,555

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DIVIDEND POLICY

Our board of directors currently intends to authorize the payment of a dividend of $ per share of common stock per quarter to our stockholders of record beginning in the quarter of 2007. Any determination to pay dividends will be at the discretion of our board of directors and will be dependent upon:

- the surplus and earnings of our subsidiaries and their ability to pay dividends and/or other statutorily permissible payments to us (in particular, the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to us);
- our results of operations and cash flows;
- our financial position and capital requirements;
- general business conditions;
- any legal, tax, regulatory and contractual restrictions on the payment of dividends; and
- any other factors our board of directors deems relevant.

There can be no assurance that we will declare and pay any dividends.

We are a holding company and, therefore, our ability to pay dividends, service our debt and meet our other obligations depends primarily on the ability of our subsidiaries, especially EICN, to pay dividends and make other statutorily permissible payments to us. Our insurance subsidiaries are subject to significant regulatory restrictions limiting their ability to declare and pay dividends. See ‘‘Risk Factors—Risks related to our Business —We are a holding company with no direct operations, we depend on the ability of our subsidiaries to transfer funds to us to meet our obligations, and our insurance subsidiaries' ability to pay dividends to us is restricted by law.’’ Nevada law limits the payment of cash dividends by EICN to its immediate holding company and, in turn, to us by providing that dividends cannot be made except from available and accumulated surplus money otherwise unrestricted (unassigned) and derived from realized net operating profits and realized and unrealized capital gains. A stock dividend may be paid out of any available surplus. At September 30, 2006, EICN had

positive unassigned surplus of $23.4 million and therefore had the capability to pay a dividend of up to such amount to us without prior approval of the Nevada Commissioner of Insurance.

On October 17, 2006, the Nevada Commissioner of Insurance granted EICN permission to pay us an aggregate of up to an additional $55 million in one or more extraordinary dividends subsequent to the successful completion of this offering and before December 31, 2008. The payment of these dividends is conditioned upon the expiration of the underwriters' over-allotment option period, prior repayment of any expenses of EIG and its subsidiaries arising from the conversion and this offering, the exhaustion of any proceeds retained by EIG from this offering, maintaining the RBC total adjusted capital of EICN above a specified level on the date of declaration and payment of any particular extraordinary dividend after taking into account the effect of such dividend, and maintaining all required filings with the Nevada Division of Insurance. If EIG retains any amount of the net proceeds from this offering (including the net proceeds from the exercise of the underwriters' over-allotment option), then the entire amount of such retained proceeds must be expended before EICN may pay us any amount of the $55 million extraordinary dividend. We may use these extraordinary dividends from EICN, as well as any ordinary dividends that we may receive over time from EICN, to pay quarterly dividends to our stockholders, to repurchase our stock and/or for general corporate purposes. However, the October 17, 2006 extraordinary dividend approval prohibits us from using any such dividends to increase executive compensation.

At September 30, 2006, assuming the timing conditions described in the preceding paragraph had been satisfied, EICN would have had RBC total adjusted capital in excess of the level permitting it to pay the entire $55 million dividend to us.

Following the completion of this offering, our management intends to recommend to our board of directors that the board authorize a stock repurchase program of up to an aggregate amount of $75 million of our shares of common stock in 2007 and up to an aggregate amount of $50 million of our shares of

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common stock in 2008. If the plan is authorized, we may make purchases of our common stock under the program up to such amounts from time to time, in the open market or in privately negotiated transactions, at such prices and on such terms as may be determined by our board of directors (or an authorized committee of our board of directors) out of funds legally available therefore and subject to applicable law.

The actual amount of stock repurchased, if any, will be subject to the discretion of our board of directors and will be dependent on various factors, including market conditions, legal, tax, regulatory and contractual restrictions on repurchases (including legal restrictions affecting the amount and timing of repurchase activity), our capital position, the performance of our investment portfolio, our results of operations and cash flows, our financial position and capital requirements, general business conditions, alternative potential investment opportunities available to us and any other factors our board of directors deems relevant. There can be no assurance that we will undertake any repurchases of our common stock pursuant to the program.

In addition, our ability to fund any repurchases of our common stock under the stock repurchase program will depend on the surplus and earnings of our subsidiaries and their ability to pay dividends or to advance or repay funds, and, in particular, upon the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to EIG. See ‘‘Risk Factors—Risks Related to Our Business’’ for a discussion of the restrictions on our subsidiaries' ability to pay dividends.

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL AND OTHER DATA

The following selected historical consolidated financial data should be read in conjunction with ‘‘Management's Discussion and Analysis of Financial Condition and Results of Operations’’ and the consolidated financial statements and related notes included elsewhere in this prospectus. The selected historical financial data as of September 30, 2006 and for the nine months ended September 30, 2005 and 2006, have been derived from our unaudited consolidated financial statements and related notes thereto included elsewhere in this prospectus, which include all adjustments, consisting of normal recurring adjustments, that management considers necessary for a fair presentation of our financial position and results of operations for the periods presented. The results for periods of less than a full year are not necessarily indicative of the results to be expected for any interim period or for a full year. The selected historical financial data as of December 31, 2004 and 2005 and for the years ended December 31, 2003, 2004 and 2005 have been derived from our audited consolidated financial statements and related notes thereto included elsewhere in this prospectus. The selected historical financial data as of December 31, 2003 have been derived from our audited consolidated financial statements and related notes thereto not included in this prospectus. The selected historical financial data as of and for the years ended December 31, 2001 and 2002 have been derived from our unaudited consolidated financial statements and related notes thereto not included in this prospectus. These historical results are not necessarily indicative of results to be expected in any future period.

The selected historical financial data reflect the ongoing impact of the LPT Agreement, a retroactive 100% quota share reinsurance agreement, that our Nevada insurance subsidiary assumed on January 1, 2000 in connection with our assumption of the assets, liabilities and operations of the Fund, pursuant to legislation passed in the 1999 Nevada legislature. Upon entry into the LPT Agreement, we recorded as a liability a deferred reinsurance gain which we amortize over the period during which underlying reinsured claims are paid. We record adjustments to the direct reserves subject to the LPT Agreement based on our periodic reevaluations of these reserves.

	Year Ended December 31,					Nine Months Ended September 30,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands, except ratios)						
Income Statement Data:							
Revenues:							
Net premiums earned	$ 126,368	$ 180,116	$ 298,208	$ 410,302	$ 438,250	$ 331,066	$ 300,137
Net investment income	47,421	36,889	26,297	42,201	54,416	39,520	49,715
Realized (losses) gains on investments	(222)	(2,028)	5,006	1,202	(95)	(2,496)	5,660
Other income	2,372	(6,442)	1,602	2,950	3,915	2,929	3,694
Total revenues	175,939	208,535	331,113	456,655	496,486	371,019	359,206
Expenses:							
Losses and loss adjustment expenses	69,670	113,776	118,123	229,219	211,688	208,246	95,745
Commission expense	15,964	16,919	56,310	55,369	46,872	36,859	36,762
Underwriting and other operating expense	37,462	44,345	56,738	65,492	69,934	47,726	59,151
Total expenses	123,096	175,040	231,171	350,080	328,494	292,831	191,658
Net income before income taxes	52,843	33,495	99,942	106,575	167,992	78,188	167,548
Income taxes	2,706	834	3,720	11,008	30,394	15,083	51,060

Net income	$ 50,137	$ 32,661	$ 96,222	$ 95,567	$ 137,598	$ 63,105	$ 116,488

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	Year Ended December 31,					Nine Months Ended September 30,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands, except ratios)						
Selected Operating Data:							
Gross premiums written(1)	$ 120,732	$ 197,202	$ 337,089	$ 437,694	$ 458,671	$ 351,668	$ 310,323
Net premiums written(2)	114,763	186,950	297,649	417,914	439,721	336,347	299,471
Losses and LAE ratio(3)	55.1%	63.2%	39.6%	55.9%	48.3%	62.9%	31.9%
Commission expense ratio(4)	12.6	9.4	18.9	13.5	10.7	11.1	12.2
Underwriting and other operating expense ratio(5)	29.6	24.6	19.0	16.0	16.0	14.4	19.7
Combined ratio(6)	97.3	97.2	77.5	85.4	75.0	88.4	63.8
Net income before impact of LPT Agreement(7)(8)(9)	$ 26,464	$ 11,015	$ 46,098	$ 72,824	$ 93,842	$ 47,575	$ 101,874

	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands, except ratios)					
Balance Sheet Data:						
Cash and cash equivalents	$ 182,955	$ 283,351	$ 166,213	$ 60,414	$ 61,083	$ 65,965
Accrued investment income	8,075	6,630	6,190	12,060	14,296	16,587
Premiums receivable, net	69,304	60,231	72,201	73,397	59,811	51,040
Total investments	975,850	858,637	1,015,762	1,358,228	1,595,771	1,730,788
Reinsurance recoverable on paid and unpaid losses	1,352,225	1,370,240	1,243,085	1,206,612	1,151,166	1,116,334
Funds held by or deposited with reinsureds	—	38,792	124,271	134,481	114,175	104,860
Deferred policy acquisition costs	6,907	14,469	15,697	12,330	12,961	13,801
Deferred income taxes, net	85,667	82,805	73,152	72,795	73,152	64,494
Property and equipment, net	18,640	4,718	4,223	3,193	10,115	12,318
Other assets	14,397	19,043	17,501	2,176	1,699	13,516
Total assets	2,714,020	2,738,916	2,738,295	2,935,686	3,094,229	3,189,703
Unpaid losses and loss adjustment expenses	2,226,000	2,267,368	2,193,439	2,284,542	2,349,981	2,315,559
Unearned premiums	50,402	64,116	76,207	82,482	80,735	78,330
Policyholders' dividends accrued	7,010	13,297	3,507	1,294	880	1,082
Commissions and premium taxes payable	4,755	9,830	12,988	16,758	11,265	7,369
Federal income taxes payable	6,959	3,303	11,341	5,476	19,869	41,708
Accounts payable and accrued expenses	11,271	8,103	9,081	10,508	13,439	12,415
Deferred reinsurance gain – LPT Agreement(7)(8)	600,679	579,033	528,909	506,166	462,409	447,795
Other liabilities	64,426	21,815	7,282	18,710	11,044	12,390
Total liabilities	2,971,502	2,966,865	2,842,754	2,925,936	2,949,622	2,916,648
Total (deficit) equity	(257,482)	(227,949)	(104,459)	9,750	144,607	273,055

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	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands, except ratios)					
Other Financial and Ratio Data:						
Total equity including deferred reinsurance gain – LPT Agreement(7)(8)(10)	$ 343,197	$ 351,084	$ 424,450	$ 515,916	$ 607,016	$ 720,850
Total statutory surplus(11)	$ 209,797	$ 215,433	$ 338,656	$ 430,676	$ 530,612	$ 625,852
Net premiums written to total statutory surplus ratio(12)	0.55x	0.87x	0.88x	0.97x	0.83x	

(1) Gross premiums written is the sum of both direct premiums written and assumed premiums written before the effect of ceded reinsurance and the intercompany pooling agreement. Direct premiums written are the premiums on all policies our insurance subsidiaries have issued during the year. Assumed premiums written are premiums that our insurance subsidiaries have received from any authorized state-mandated pools and a previous fronting facility. See Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(2) Net premiums written is the sum of direct premiums written and assumed premiums written less ceded premiums written. Ceded premiums written is the portion of direct premiums written that we cede to our reinsurers under our reinsurance contracts. See Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(3) Losses and loss adjustment expenses, or LAE, ratio is the ratio (expressed as a percentage) of losses and LAE to net premiums earned.

(4) Commission expense ratio is the ratio (expressed as a percentage) of commission expense to net premiums earned.

(5) Underwriting and other operating expense ratio is the ratio (expressed as a percentage) of underwriting and other operating expense to net premiums earned.

(6) Combined ratio is the sum of the losses and LAE ratio, the commission expense ratio and the underwriting and other operating expense ratio.

(7) In connection with our January 1, 2000 assumption of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed the Fund's rights and obligations associated with the LPT Agreement, a retroactive 100% quota share reinsurance agreement with third party reinsurers, which substantially reduced exposure to losses for pre-July 1, 1995 Nevada insured risks. Pursuant to the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for incurred but unpaid losses and LAE, which represented substantially all of the Fund's outstanding losses as of June 30, 1999 for claims with original dates of injury prior to July 1, 1995.

(8) Deferred reinsurance gain—LPT Agreement reflects the unamortized gain from our LPT Agreement. Under GAAP, this gain is deferred and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. We periodically reevaluate the remaining direct reserves subject to the LPT Agreement. Our reevaluation results in corresponding adjustments, if needed, to reserves, ceded reserves, reinsurance recoverables and the deferred reinsurance gain, with the net effect being an increase or decrease, as the case may be, to net income.

(9) We define net income before impact of LPT Agreement as net income less (i) amortization of deferred reinsurance gain—LPT Agreement and (ii) adjustments to LPT Agreement ceded reserves. Net income before impact of LPT Agreement is not a measurement of financial performance under GAAP and should not be considered in isolation or as an alternative to net income before income taxes and net income or any other measure of performance derived in accordance with GAAP.

We present net income before impact of LPT Agreement because we believe that it is an important supplemental measure of operating performance to be used by analysts, investors and other interested parties in evaluating us. The LPT Agreement was a non-recurring transaction which does not result in ongoing cash benefits and consequently we believe this presentation is useful in providing a meaningful understanding of our operating performance. In addition, we believe this non-GAAP measure, as we have defined it, is helpful to our management in identifying trends in our performance because the item excluded has limited significance in our current and ongoing operations.

The table below shows the reconciliation of net income to net income before impact of LPT Agreement for the periods presented:

	Year Ended December 31,					Nine Months Ended September 30,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands)						
Net income	$ 50,137	$ 32,661	$ 96,222	$ 95,567	$ 137,598	$ 63,105	$ 116,488
Less: Impact of LPT Agreement:							
Amortization of deferred reinsurance gain – LPT Agreement	24,262	21,690	19,015	20,296	16,891	15,530	14,614
Adjustment to LPT Agreement ceded reserves (a)	(589)	(44)	31,109	2,447	26,865	—	—
Net income before impact of LPT Agreement	$ 26,464	$ 11,015	$ 46,098	$ 72,824	$ 93,842	$ 47,575	$ 101,874

(a) Any adjustment to the estimated direct reserves ceded under the LPT Agreement is reflected in losses and LAE for the period during which the adjustment is determined, with a corresponding increase or decrease in net income in the period. There is a corresponding change to the reinsurance recoverables on unpaid losses as well as the deferred reinsurance gain. A cumulative adjustment to the amortization of the deferred gain is also then recognized in earnings so that the deferred reinsurance gain reflects the balance that would have existed had the revised reserves been recognized at the inception of the LPT Agreement. See Note 2 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus. Losses and LAE for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the nine months ended September 30, 2005 and 2006.

(10) We define total equity including deferred reinsurance gain—LPT Agreement as total equity plus deferred reinsurance gain—LPT Agreement. Total equity including deferred reinsurance gain—LPT Agreement is not a measurement of financial position under GAAP and should not be considered in isolation or as an alternative to total equity or any other measure of financial health derived in accordance with GAAP.

We present total equity including deferred reinsurance gain—LPT Agreement because we believe that it is an important supplemental measure of financial position to be used by analysts, investors and other interested parties in evaluating us. The LPT Agreement was a non-recurring transaction and the treatment of the deferred gain does not result in ongoing cash benefits or charges to our current operations and consequently we believe this presentation is useful in providing a meaningful understanding of our financial position.

The table below shows the reconciliation of total equity to total equity including deferred reinsurance gain—LPT Agreement for the periods presented:

	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands)					
Total (deficit) equity	$ (257,482)	$ (227,949)	$ (104,459)	$ 9,750	$ 144,607	$ 273,055
Deferred reinsurance gain – LPT Agreement	600,679	579,033	528,909	506,166	462,409	447,795
Total equity including deferred reinsurance gain – LPT Agreement	$ 343,197	$ 351,084	$ 424,450	$ 515,916	$ 607,016	$ 720,850

(11) Total statutory surplus represents the total consolidated surplus of EICN, which includes its wholly-owned subsidiary ECIC, our insurance subsidiaries, prepared in accordance with the accounting practices of the NAIC, as adopted by Nevada or California, as the case may be. See Note 9 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus.

(12) Net premiums written to total statutory surplus ratio is the ratio of our insurance subsidiaries' annual net premiums written to total statutory surplus.

PRO FORMA CONSOLIDATED FINANCIAL DATA

The unaudited pro forma condensed consolidated financial information presented below gives effect to:

- the conversion;
- the establishment of the closed block;
- the sale of shares of common stock in this offering; and
- the application of the net proceeds from this offering as described in ‘‘Use of Proceeds,’’

as if the conversion, the establishment of the closed block and the initial public offering had occurred as of September 30, 2006, for purposes of the unaudited pro forma condensed consolidated balance sheet, and as of January 1, 2005, for purpose of the unaudited pro forma condensed consolidated statements of income for the nine months ended September 30, 2006 and the year ended December 31, 2005.

The principal assumptions used in the pro forma information are as follows:

- 50,000,000 shares of common stock are allocated to members entitled to receive consideration in the conversion in the form of common stock, cash or a combination of both;
- members entitled to receive consideration in the conversion in the form of common stock, cash or a combination of both make elections for cash such that, of the 50,000,0000 shares of common stock allocated, only 32,374,265 are issued to such members in the conversion;
- we do not have, and do not exercise, any option to pay in cash a portion of the consideration to be paid to those eligible members who do not elect cash (as described under ‘‘The Conversion—Amount and Form of Consideration—Cash Consideration to Non-Electing Members’’) and therefore that we do not issue additional shares of common stock to such members in the conversion in connection with any ‘‘top up’’ amount to which they could become entitled under certain circumstances if we were to exercise such option (see ‘‘The Conversion—Calculation and Distribution of Consideration’’); and
- 20,000,000 shares of common stock are sold to investors in the offering at a price of $12.52 per share.

The assumed offering price of $12.52 per share was calculated based on the assumption that the value of the aggregate consideration distributed to all eligible members in the conversion (as determined under the plan of conversion, by multiplying the 50,000,000 allocable shares to be allocated among eligible members by the price per share at which the common stock is sold to investors in this offering) is approximately equal to the statutory surplus of EICN as of September 30, 2006, or $626 million, which, pursuant to the plan of conversion and the Nevada conversion law, is the minimum amount of consideration that could be distributed to eligible members if the conversion were completed on the date of this prospectus.

The pro forma information reflects assumed gross proceeds of $250.4 million from the issuance of the shares and assumed net proceeds from the offering of $232.9 million after deducting assumed underwriting discounts and commissions. The pro forma information also reflects our assumption that proceeds available to eligible members as cash consideration in the conversion, which equals the net proceeds of $232.9 million less estimated conversion and offering expenses, will be $220.7 million. Each $1.00 increase (decrease) in the assumed initial public offering price of $12.52 per share would increase (decrease) the net proceeds to us of this offering by $18.6 million, assuming the number of shares offered by us in this offering is 20,000,000 and after deducting the underwriting discounts and commissions payable by us.

The pro forma information is based on available information and on assumptions management believes are reasonable. The pro forma information is provided for informational purposes only. This information does not necessarily indicate our consolidated financial position or our consolidated results of operations had these transactions been consummated on the dates assumed. It also does not in any way represent a projection or forecast of our consolidated financial position or consolidated results of operations for any future date or period.

The pro forma information should be read in conjunction with our consolidated financial statements and the notes to the consolidated financial statements, included elsewhere in this prospectus, and with the other information included elsewhere in this prospectus, including the information provided under ''The Conversion,'' ''Management's Discussion and Analysis of Financial Condition and Results of Operations'' and ''Business.''

Pro Forma Condensed Consolidated Balance Sheet

	As of September 30, 2006			
	Historical	Conversion	Initial Public Offering	Pro Forma
	(in thousands, except share and per share amounts)			
Assets:				
Cash and cash equivalents	$ 65,965	$ (220,674)(2)	$ 220,674(4)	$ 63,465
		(2,500)(6)		
Accrued investment income	16,587	—	—	16,587
Premiums receivable, net	51,040	—	—	51,040
Total investments(1)	1,730,788	—	—	1,730,788
Reinsurance recoverable on paid and unpaid losses	1,116,334	—	—	1,116,334
Funds held by or deposited with reinsureds	104,860	—	—	104,860
Deferred policy acquisition costs	13,801	—	—	13,801
Deferred income taxes, net	64,494	—	—	64,494
Property and equipment, net	12,318	—	—	12,318
Other assets	13,516	—	—	13,516
Total assets	$ 3,189,703	$ (223,174)	$ 220,674	$ 3,187,203
Liabilities:				
Unpaid losses and loss adjustment expenses	$ 2,315,559	$ —	$ —	$ 2,315,559
Unearned premiums	78,330	—	—	78,330
Policyholders' dividends accrued(1)	1,082	—	—	1,082
Commissions and premium taxes payable	7,369	—	—	7,369
Federal income taxes payable	41,708	—	—	41,708
Accounts payable and accrued expenses	12,415	—	—	12,415
Deferred reinsurance gain – LPT Agreement	447,795	—	—	447,795
Other liabilities	12,390	—	—	12,390
Total liabilities	$ 2,916,648	$ —	$ —	$ 2,916,648
Equity:				
Common Stock, $0.01 par value; 150,000,000 million shares authorized; 52,374,265 million shares issued and outstanding(5)	$ —	$ 500 (3)	$ 200(4)	$ 524
		(176)(2)		
Additional paid-in capital	—	216,520 (3)	220,474(4)	216,496
		(220,498)(2)		
Retained earnings(1)	219,520	(2,500)(6)	—	—
		(217,020)(3)		
Accumulated other comprehensive income, net	53,535	—	—	53,535
Total equity	273,055	(223,174)	220,674	270,555
Total liabilities and equity	$ 3,189,703	$ (223,174)	$ 220,674	$ 3,187,203

See notes to pro forma condensed consolidated financial information.

Pro Forma Condensed Consolidated Statements of Income

	Nine Months Ended September 30, 2006			
	Historical	Conversion	Initial Public Offering	Pro Forma
	(in thousands, except share and per share amounts)			
Revenues:				
Net premiums earned	$ 300,137	$ —	$ —	$ 300,137
Net investment income	49,715	—	—	49,715
Realized gains on investments	5,660	—	—	5,660
Other income	3,694	—	—	3,694
Total revenues	359,206	—	—	359,206
Expenses:				
Losses and loss adjustment expenses	95,745	—	—	95,745
Commission expense	36,762	—	—	36,762
Underwriting and other operating expense(1)	59,151	(4,995)(7)	—	54,156
Total expenses	191,658	(4,995)	—	186,663
Net income before income taxes	167,548	4,995	—	172,543
Income taxes	51,060	—	—	51,060
Net income	$ 116,488	$ 4,995	$ —	$ 121,483
Net income per share				$ 2.43
Shares used in calculating net income per share(5)				50,000,000

See notes to pro forma condensed consolidated financial information.

	Year Ended December 31, 2005			
	Historical	Conversion	Initial Public Offering	Pro Forma
	(in thousands, except share and per share amounts)			
Revenues:				
Net premiums earned	$ 438,250	$ —	$ —	$ 438,250
Net investment income	54,416	—	—	54,416
Realized gains on investments	(95)	—	—	(95)
Other income	3,915	—	—	3,915
Total revenues	496,486	—	—	496,486
Expenses:				
Losses and loss adjustment expenses	211,688	—	—	211,688
Commission expense	46,872	—	—	46,872

Underwriting and other operating expense(1)	69,934	—	—	69,934
Total expenses	328,494	—	—	328,494
Net income before income taxes	167,992	—	—	167,992
Income taxes	30,394	—	—	30,394
Net income	$ 137,598	$ —	$ —	$ 137,598
Net income per share				$ 2.75
Shares used in calculating net income per share(5)				50,000,000

See notes to pro forma condensed consolidated financial information.

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Notes to Pro Forma Condensed Consolidated Financial Information

(1) Pursuant to the plan of conversion, we will cause cash and/or treasury security assets to be assigned to the closed block in an amount which is reasonably expected to be sufficient to support dividend payments to policyholders on closed block policies outstanding on the effective date of conversion. See ''The Conversion—Effective Date of the Conversion.''

We have established bookkeeping records to specifically segregate the assets in the pro forma closed block as if the closed block had been formed on January 1, 2006. These amounts are comprised of assets for the benefit of all ''closed block policies.'' The closed block will be formed on the effective date of the conversion and, accordingly, the actual assets ultimately assigned to the closed block and their carrying values will not become final until that date. It is management's expectation that the assets of the closed block as of the effective date of the conversion will not differ materially from the assets reflected in the pro forma consolidated balance sheet. The closed block will consist solely of cash and U.S. treasury securities. Any interest or other income earned on the assets in the closed block will not form a part of the closed block, but rather will inure to the benefit of EICN.

The pro forma financial information includes summarized pro forma financial information related to the closed block at their historical gross carrying values. The pro forma condensed consolidated balance sheet as of September 30, 2006 includes (i) cash related to the closed block of $3.4 million and (ii) accrued policyholders' dividends of $1.1 million. The pro forma condensed consolidated statements of income for the nine months ended September 30, 2006 and the year ended December 31, 2005 include dividend expense of $0.2 million and $0.9 million, respectively, in the underwriting and other operating expense line.

Any cash proceeds received upon disposition of any closed block assets (net of reasonable and customary brokerage and other transaction expenses), will be placed into the closed block.

The closed block will terminate, and the remaining assets will revert to the benefit of EICN, from and after the calculation, declaration and payment by EICN of all dividends, if any, with respect to all closed block policies following the effective time, which we expect will be approximately 24 months following the effective time. See ''The Conversion—Closed Block.'' During this period, we will be contractually responsible for dividends pertaining to the closed block policies.

(2) Represents (in thousands):

Cash assumed to be distributed to eligible members who elect cash and to members eligible solely for cash	$ 220,674
Common stock assumed to be distributed to eligible members who do not elect cash	32,374

The plan of conversion provides that the amount of the cash to be received by an eligible member who receives only cash will be equal to the number of shares of common stock that have been allocated to such eligible member under the allocation provisions of the plan of conversion, multiplied by the price per share at which the common stock is sold in this offering (net of any applicable withholding tax). An eligible member who receives only common stock will receive the number of shares allocated to such member under the allocation provisions of the plan of conversion.

(3) Represents the reclassification of the retained earnings of $217 million of EIG to common stock.

(4) Represents gross proceeds of $250.4 million from the sale of 20,000,000 shares of common stock at the initial public offering price of $12.52 per share, less estimated underwriting discounts and conversion and offering expenses aggregating $29.7 million. Each $1.00 increase (decrease) in the assumed initial public offering price of $12.52 per share would increase (decrease) the net proceeds of this offering by $18.6 million, assuming the number of shares offered by us in this offering is 20,000,000 and after deducting the underwriting discounts and commissions payable by us.

(5) The assumed number of shares used in the calculation of pro forma net income per share was determined as follows:

	Number of Shares
Assumed shares allocated to eligible members	50,000,000
Less: Assumed shares allocated to eligible members who receive cash(a)	17,625,735
Assumed shares issued to eligible members(a)	32,374,265
Shares issued in this offering	20,000,000
Total outstanding shares of common stock	52,374,265
Less: Shares issued in this offering to fund underwriting, discounts and conversion and offering expenses(b)	2,374,265
Assumed number of shares used in the calculation of pro forma net income per share(c)	50,000,000

(a) Gives effect to our assumptions that (i) $211.9 million is used to make elective cash payments and (ii) $8.8 million is used to provide compensation to members eligible solely for cash.

(b) We assume 2,374,265 shares of common stock will be issued to cover underwriting discounts and conversion and offering expenses, representing the excess of the 20,000,000 shares of common stock we assume will be issued in this offering over the 17,625,735 shares of common stock we assume will be issued to fund consideration to be paid to eligible members who receive cash in the conversion.

(c) These shares are included in both basic and diluted income per share calculations.

(6) The estimated additional non-recurring expenses of $2.5 million related to the conversion, assumed to be incurred as of the date of the unaudited pro forma condensed consolidated balance sheet, were charged to equity. The pro forma condensed consolidated statements of income do not reflect such non-recurring expenses because these costs are directly attributable to the conversion and are non-recurring and are thus charged to expense in the period incurred. Total estimated conversion expense excluded from pro forma statements of income was $4,995 and $0.0 for the nine months ended September 30, 2006, and for the year ended December 31, 2005, respectively.

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(7) Represents the elimination of approximately $5 million of expenses related to the conversion incurred through the nine months ended September 30, 2006, and approximately $0.0 million of expenses related to the conversion incurred through December 31, 2005. An additional $2.5 million to be incurred after the balance sheet date is assumed to be incurred in connection with the conversion as of the pro forma consolidated balance sheet date as if the conversion were to occur on that date. Conversion costs directly attributable to the conversion transaction are charged to expense in the period incurred and these costs are specifically excluded from the pro forma statements of income because they are directly attributable to the conversion, are non-recurring and are not tax deductible.

Pro Forma Supplementary Information

The unaudited pro forma supplementary information presented below was derived from the pro forma condensed consolidated financial information and the notes included in this prospectus. The pro forma supplementary information gives effect to the conversion, the establishment of the closed block and this offering as if they had occurred as of September 30, 2006, for purposes of the information derived from the pro forma condensed consolidated balance sheet, and as of January 1, 2005, for purposes of the information derived from the pro forma condensed consolidated statements of income for the nine months ended September 30, 2006 and the year ended December 31, 2005. The pro forma supplementary information is provided for informational purposes only and should not be construed to be indicative of our consolidated financial position or our consolidated results of operations had these transactions been consummated on the dates assumed, and do not in any way represent a projection or forecast of our consolidated financial position or consolidated results of operations for any future date or period. The pro forma supplementary information below should be read in conjunction with the information provided or referred to elsewhere in this section.

The information presented in the table below assumes the sale of 20,000,000 shares of common stock in the offering based upon the assumed initial public offering price per share of $12.52. We estimate that our net proceeds of this offering, at such assumed initial public offering price, will be approximately $232.9 million, or $267.8 million if the underwriters exercise their over-allotment option in full, after deducting the estimated underwriting discounts and commissions payable by us, and we estimate that the proceeds available to eligible

members as cash consideration in the conversion, which equals those net proceeds less estimated conversion and offering expenses, will be $220.7 million, or $255.6 million if the underwriters exercise their over-allotment option in full. Each $1.00 increase (decrease) in the assumed initial public offering price of $12.52 per share would increase (decrease) the net proceeds to us of this offering by $18.6 million, assuming the number of shares offered by us is 20,000,000 and after deducting the underwriting discounts and commissions payable by us. This information is intended to illustrate how the pro forma ownership would be affected by varying the number of shares issued in this offering. Amounts in the following table are expressed in thousands, except for per share amounts and percentages:

Assumed Conversion Variables:			
Percentage of total shares allocated to eligible members assumed to receive mandatory cash consideration	4%	4%	4%
Percentage of total shares allocated to eligible members assumed to elect to receive cash consideration	28	31	35
Percentage of total shares allocated to eligible members assumed to receive common stock	68	65	61
Share Information: (in thousands)			
Assumed shares issued to eligible members	34,234	32,374	30,514
Assumed shares issued in this offering	18,000	20,000	22,000
Total outstanding shares of common stock	52,234	52,374	52,514
Ownership Percentage:			
Eligible members	66%	62%	58%
Purchasers in the offering	34	38	42

Changes in the number of shares of our common stock allocated to members entitled to receive consideration in the conversion, the percentage of members electing to receive shares of our common stock in the conversion or the number of shares issued in this offering do not impact pro forma condensed consolidated net income.

If the percentage of total shares allocated to eligible members assumed to elect cash is zero, and we exercise our option to use the $211.9 million in available cash proceeds to pay cash consideration to eligible members not electing cash under circumstances where the consideration we distribute to such eligible members must include an adjustment in respect of a top-up amount (see ‘‘The Conversion—Allocation and Distribution of Consideration—Cash Consideration to Non-Electing Members’’), EIG would have to issue up to an additional 2.8 million shares of common stock in the conversion.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the financial statements and the accompanying notes appearing elsewhere in this prospectus. In addition to historical information, the following discussion contains forward-looking statements that are subject to risks and uncertainties. Our actual results in future periods may differ from those referred to herein due to a number of factors, including the risks described in the sections entitled “Risk Factors” and “Forward-Looking Statements and Associated Risks” and elsewhere in this prospectus.

Overview

We are a specialty provider of workers' compensation insurance focused on select small businesses engaged in low to medium hazard industries. Workers' compensation is a statutory system under which an employer is required to pay for its employees' medical, disability and vocational rehabilitation and death benefit costs for work-related injuries or illnesses. Our business has historically targeted employers located in several western states, primarily California and Nevada. During 2005, based on net premiums written, we were the largest, seventh largest and seventeenth largest non-governmental writer of workers' compensation insurance in Nevada, California and the United States, respectively, based on net premiums written, as reported by A.M. Best.

We believe we benefit by targeting small businesses, a market that we believe to date has been characterized by fewer competitors, more attractive pricing and strong persistency when compared to the U.S. workers' compensation insurance industry in general. As a result of our disciplined underwriting standards, we believe we are able to price our policies at levels which are sustainable, competitive and profitable. Our approach to underwriting is therefore consistent with our strategy of not sacrificing profitability and stability for top-line revenue growth.

In 2005, we wrote 77.7% and 18.3% of our direct premiums written in California and Nevada, respectively. We also write business in six other states (Colorado, Utah, Montana, Idaho, Texas and Arizona) and are licensed to write business in six additional states (Illinois, Maryland, New Mexico, New York, Oregon and Pennsylvania). We market and sell our workers' compensation insurance products through independent local and regional agents and brokers, and through our strategic distribution partners, including our principal strategic distribution partners, ADP and Wellpoint. In 2005, we wrote $126.9 million, or 27.7%, of our gross premiums written through ADP and Wellpoint. We intend to enter Illinois in the fourth quarter of 2006 and Florida in the first quarter of 2007 through ADP.

We commenced operations as a private domestic mutual insurance company on January 1, 2000 when our Nevada insurance subsidiary assumed the assets, liabilities and operations of the Nevada State Industrial Insurance System. The Fund had over 80 years of workers' compensation experience in Nevada. In July 2002, we acquired the renewal rights to a book of workers' compensation insurance business, and certain other tangible and intangible assets, from Fremont, primarily comprising accounts in California and, to a lesser extent, in Idaho, Montana, Utah and Colorado. Because of the Fremont transaction, we were able to establish our important relationships and distribution agreements with ADP and Wellpoint.

In connection with our January 1, 2000 assumption of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed the Fund's rights and obligations associated with the LPT Agreement, a retroactive 100% quota share reinsurance agreement with third party reinsurers, which substantially reduced exposure to losses for pre-July 1, 1995 Nevada insured risks. Pursuant to the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for the incurred but unpaid losses and LAE, which represented substantially all of the Fund's outstanding losses as of June 30, 1999 for claims with original dates of injury prior to July 1, 1995. For a more detailed description of the LPT Agreement, see ‘‘Business—Our History’’ and ‘‘Business—Reinsurance—LPT Agreement.’’ Entry into the LPT Agreement resulted in an initial deferred reinsurance gain in accordance with GAAP, and this gain is deferred and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. We periodically reevaluate the remaining direct reserves

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subject to the LPT Agreement. Our reevaluation results in corresponding adjustments, if needed, to reserves, ceded reserves, reinsurance recoverables and the deferred reinsurance gain, with the net effect being an increase or decrease, as the case may be, to net income. In addition, we receive a contingent commission under the LPT Agreement. Increases and decreases in the contingent commission are reflected in our commission expense. See ''Selected Historical Consolidated Financial And Other Data,'' Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus and ''—Results of Operations'' in this ''Management's Discussion and Analysis of Financial Condition and Results of Operations.''

We operate in a single reportable segment and have three strategic business units overseeing eleven territorial offices serving the various states in which we are currently doing business.

Revenues

We derive our revenues primarily from net premiums earned, net investment income and realized gains (losses) on investments.

Net Premiums Earned. Our net premiums earned have historically been generated primarily in California and Nevada. In California, we have reduced our rates by 56% since September 2003 through September 30, 2006, principally because of competitive conditions caused by regulatory changes designed to reduce loss costs in that market. We expect that we will need to further reduce rates in California in the foreseeable future. Rates in Nevada have been stable and revenue growth is expected to be sourced from business in growing sectors in the Nevada economy, such as construction. The bundling of our products with those of our principal strategic distribution partners, ADP and Wellpoint, has contributed to the growth of our revenues because of its attractiveness to our customers. The product bundling provides customers with both convenience and some level of premium savings to the employer for both independent lines of coverage, which we believe increases the persistency of this business.

Net Investment Income and Realized Gains (Losses) on Investments. We invest our statutory surplus and the funds supporting our insurance liabilities (including unearned premiums and unpaid losses and loss adjustment expenses) in fixed maturity investments and equity securities. Net investment income includes revenue from interest and dividends on invested assets less bank service charges, custodial and portfolio management fees. Realized gains (losses) on investments include the gain or loss on a security at the time of sale compared to its original cost (equity securities) or amortized cost (fixed maturity investments). Our net investment income and realized gains and losses on investments are affected by general economic conditions. When, in the opinion of management, a decline in the fair value of an investment below its cost or amortized cost is considered to be ''other-than-temporary'' the investment's cost or amortized cost is written-down to its fair value and the amount written-down is recorded in earnings as a realized loss on investments.

On March 5, 2004, we appointed Conning Asset Management as our sole portfolio manager, replacing the previous team of seven managers. Conning follows our written investment guidelines based on strategies approved by our board of directors. Our investment strategy was revised from a total return perspective to one maximizing economic value through dynamic asset/liability management, subject to regulatory and rating agency constraints. As a result of this change, the fixed maturity securities portion of our portfolio maintains a duration target of five years, an equity allocation target of 10% and a maximum tax-exempt capacity of not more than 60% of the total fixed maturity portfolio. Decreasing the equity allocation has had the effect of decreasing surplus volatility (because under statutory accounting principles, equity securities are carried at fair value with the unrealized gains/losses charged directly to surplus in contrast to fixed income securities which are carried at amortized cost with no impact on surplus due to changes in fair value), while increasing the duration target has helped to increase the average investment income yield from 4.48% for the year ended December 31, 2004 to 4.72% for the year ended December 31, 2005. Our tax-exempt allocation is supported by our strong operating profitability and tax paying status. As this process is dynamic in nature and reevaluated at a detailed level on a quarterly basis, there could be further changes in the duration and allocation of the portfolio.

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Expenses

Our expenses consist of losses and LAE, commission expense and underwriting and other operating expense.

Losses and LAE. Losses and LAE represent our largest expense item and include claim payments made, estimates for future claim payments and changes in those estimates for current and prior periods and costs associated with investigating, defending and adjusting claims. The quality of our financial reporting depends in large part on accurately predicting our losses and LAE, which are inherently uncertain as they are estimates of the ultimate cost of individual claims based on actuarial estimation techniques. In states other than Nevada, we have a short operating history and must rely on a combination of industry experience and our specific experience to establish our best estimate of losses and LAE reserves. The interpretation of historical data can be impacted by external forces, principally legislative changes, economic fluctuations and legal trends. In recent years, we experienced lower losses and LAE in California than we anticipated due to factors such as regulatory reform designed to reduce loss costs in that market and inflation. The joint marketing of our workers' compensation insurance with Wellpoint's health insurance products also assists in reducing losses since employees make fewer workers' compensation claims because they are insured for non-work related illnesses or injuries and thus are less likely to seek treatment for a non-work related illness or injury through their employers' workers' compensation insurance carrier.

Commission Expense. Commission expense includes commissions to our agents and brokers for the premiums that they produce for us and fees in connection with fronting facilities, and is net of contingent commission related to the LPT Agreement. In July 2002, ECIC entered into a fronting facility with Clarendon Insurance Group, or Clarendon, in connection with the Fremont transaction, pursuant to which we effectively acted as a reinsurer, and provided claims servicing, in relation to new business written by Clarendon. Commissions paid to our agents and brokers and fronting fees paid to other insurers are deferred and amortized to commission expense in our statements of income as the premiums generating these commissions and fees are earned.

Underwriting and Other Operating Expense. Underwriting and other operating expense includes the costs to acquire and maintain an insurance policy (excluding commissions) consisting of premium taxes and certain other general expenses that vary with, and are primarily related to, producing new or renewal business. These acquisition costs are deferred and amortized to underwriting and other operations expense in the statement of income as the related premiums are earned. Other underwriting expenses consist of policyholder dividends and general administrative expenses such as salaries, rent, office supplies, depreciation and all other operating expenses not otherwise classified separately, and boards, bureaus and assessments of statistical agencies for policy service and administration items such as rating manuals, rating plans and experience data. The magnitude of our underwriting and other operating expense is a reflection of our operational efficiency in producing, underwriting and administering our business. We expect that our efficiency will be enhanced by the full implementation of our cost-effective and highly automated underwriting software program that allows for electronic submission and review of insurance applications, employing our underwriting standards and guidelines. However, the cost savings realized through such efficiencies may be offset, in whole or in part, by the potentially significant costs that we may incur in connection with the reporting and internal control requirements to which we will be subject under Federal securities laws and New York Stock Exchange listing requirements as a result of becoming a public company. We expect that such costs will equal approximately $2.8 million annually.

Critical Accounting Policies

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

Management believes that the most critical accounting policies relate to the reporting of reserves for losses and LAE, including losses that have occurred but have not been reported prior to the reporting

date, amounts recoverable from reinsurers, recognition of premium revenue, deferred policy acquisition costs, deferred income taxes and the valuation of investments.

The following is a description of our critical accounting policies:

Reserves for Losses and Loss Adjustment Expenses

We are directly liable for losses and LAE under the terms of insurance policies our insurance subsidiaries underwrite. Significant periods of time can elapse between the occurrence of an insured loss, the reporting of the loss to the insurer and the insurer's payment of that loss. Our loss reserves are reflected in our balance sheets under the line item caption ‘‘unpaid losses and loss adjustment expenses.’’ As of September 30, 2006, our reserves for unpaid losses and LAE, net of reinsurance, were $1.2 billion.

Accounting for workers' compensation insurance requires us to estimate the liability for the expected ultimate cost of unpaid losses and LAE, referred to as loss reserves, as of a balance sheet date. We seek to provide estimates of loss reserves that equal the difference between the expected ultimate losses and LAE of all claims that have occurred as of a balance sheet date and amounts already paid. Management establishes the loss reserve based on its own analysis of emerging claims experience and environmental conditions in our markets and review of the results of various actuarial projection methods and their underlying assumptions. Our aggregate carried reserve for unpaid losses and LAE is a point estimate, which is the sum of our reserves for each accident year in which we have exposure. This aggregate carried reserve calculated by us represents our best estimate of our outstanding unpaid losses and LAE.

Maintaining the adequacy of loss reserve estimates is an inherent risk of the workers' compensation insurance business. As described below, workers' compensation claims may be paid over a long period of time. Therefore, estimating reserves for workers' compensation claims may involve more uncertainty than estimating reserves for other lines of insurance with shorter or more definite periods between occurrence of the claim and final determination of the claim amount. The amount by which estimated losses in the aggregate, measured subsequently by reference to payments and additional estimates, differ from those previously estimated for a specific time period is known as ‘‘reserve development.’’ Reserve development is unfavorable when payments for losses are made for more than the levels at which they were reserved or when subsequent estimates indicate a basis for reserve increases on open claims. In this case, the previously-estimated loss reserves are considered ‘‘deficient.’’ Reserve development is favorable when estimates of ultimate losses indicate a decrease in established reserves. In this case, the previously estimated loss reserves are considered ‘‘redundant.’’ Reserve development, whether due to an increase or decrease in the aggregate estimated losses, is reflected in operating results through an adjustment to incurred losses and LAE during the accounting period in which the development is recognized.

Although claims for which reserves are established may not be paid for several years or more, we do not discount loss reserves in our financial statements for the time value of money.

The three main components of our reserves for unpaid losses and LAE are case reserves, ‘‘incurred but not reported’’ or IBNR reserves, and LAE reserves.

Case reserves are estimates of future claim payments based upon periodic case-by-case evaluation and the judgment of our claims adjusting staff, as applied at the individual claim level. Our claims examiners determine these case reserves for reported claims on a claim-by-claim basis, based on the examiners' judgment and experience and on our case reserving practices. We update and monitor our case reserves frequently as appropriate to reflect current information. Our case reserving practices account for the type of occupation or business, the circumstances surrounding the claim, the nature of the accident and of the resulting injury, the current medical condition and physical capabilities of the injured worker, the expected future course and cost of medical treatment and of the injured worker's disability, the existence of dependents of the injured worker, policy provisions, the statutory benefit provisions applicable to the claim, relevant case law in the state, and potentially other factors and considerations.

IBNR is an actuarial estimate of future claim payments beyond those considered in the case reserve estimates, relating to claims arising from accidents that occurred during a particular time period on or prior to the balance sheet date. Thus, IBNR is the compilation of the estimated ultimate losses for each accident year less amounts that have been paid and case reserves. IBNR reserves, unlike case reserves,

do not apply to a specific claim, but rather apply to the entire body of claims arising from a specific time period. IBNR primarily provides for costs due to:

- future claim payments in excess of case reserves on recorded open claims;
- additional claim payments on closed claims; and
- the cost of claims that have not yet been reported to us.

Most of our IBNR reserves relate to estimated future claim payments over and above our case reserves on recorded open claims. For workers' compensation, most claims are reported to the employer and to the insurance company relatively quickly, and relatively small amounts are paid on claims that already have been closed (which we refer to as ‘‘reopenings’’). Consequently, late reporting and reopening of claims are a less significant part of IBNR for our insurance subsidiaries.

LAE reserves are our estimate of the diagnostic, legal, administrative and other similar expenses that we will spend in the future managing claims that have occurred on or before the balance sheet date. LAE reserves are established in the aggregate, rather than on a claim-by-claim basis.

A portion of our losses and LAE obligations are ceded to unaffiliated reinsurers. We establish our losses and LAE reserves both gross and net of ceded reinsurance. The determination of the amount of reinsurance that will be recoverable on our losses and LAE reserves includes both the reinsurance recoverable from our excess of loss reinsurance policies, as well as reinsurance recoverable under the terms of the LPT Agreement. Our reinsurance arrangements also include an intercompany pooling arrangement between EICN and ECIC, whereby each of them cedes some of its premiums, losses, and LAE to the other, but this intercompany pooling arrangement does not affect our consolidated financial statements included elsewhere in this prospectus.

Our reserve for unpaid losses and loss adjustment expenses (gross and net), as well as the above-described main components of such reserves, as of December 31, 2003, 2004 and 2005 and September 30, 2006 were as follows:

	December 31, 2003	December 31, 2004	December 31, 2005	September 30, 2006
	(in thousands)			
Case reserves	$ 814,330	$ 777,379	$ 772,544	$ 755,102
IBNR	1,128,017	1,235,277	1,290,029	1,270,333
Loss adjustment expenses	251,092	271,886	287,408	290,124
Gross unpaid losses and loss adjustment expenses	2,193,439	2,284,542	2,349,981	2,315,559
Reinsurance recoverables on unpaid losses and loss adjustment expenses, gross	1,230,982	1,194,728	1,141,500	1,106,071
Net unpaid losses and loss adjustment expenses	$ 962,457	$ 1,089,814	$ 1,208,481	$ 1,209,488

Workers' compensation is considered to be a ‘‘long-tail’’ line of insurance, meaning that there can be an extended elapsed period between when a claim occurs (when the worker is injured on the job) and the final payment and resolution of the claim. As discussed above, the ‘‘long tail’’ for workers' compensation usually is not caused by a delay in the reporting of the claim. The vast majority of our workers' compensation claims are reported very promptly. The ‘‘long tail’’ for workers' compensation is caused by the fact that benefits are often paid over a long period of time, and many of the benefit amounts are difficult to determine in advance of their payment. Our obligations with respect to an injured worker may include medical care and disability-related payments for the duration of the injured worker's disability, in accordance with state workers' compensation statutes, all of which payments are considered as part of a single workers' compensation claim and are our responsibility if we were providing coverage to the employer on the date of injury. For example, in addition to medical expenses, an injured worker may receive payments for lost income associated with total or partial disability, whether temporary or permanent (i.e., the disability is expected to continue until normal retirement age or death, whichever comes first). We may also be required to make payments, often over a period of many years, to surviving

spouses and children of workers who are killed in the course and scope of their employment. The specific components of injured workers' benefits are defined by the laws in each state.

Based on historical insurance industry experience countrywide, as reported by A.M. Best, approximately ten percent of workers' compensation claim dollars are expected to be paid more than ten years after the claim occurred. While our payout pattern likely will differ from the industry's, the industry experience illustrates the general duration of workers' compensation claims. The duration of the injured worker's disability, the course and cost of medical treatment, as well as the lifespan of dependents, are uncertain and are difficult to determine in advance. We endeavor to minimize this risk by closing claims promptly, to the extent feasible. In addition, there are no policy limits on our liability for workers' compensation claims as there are for other forms of insurance. We endeavor to mitigate this risk by purchasing reinsurance that will provide us with financial protection against the impact of very large claims and catastrophes.

While we update and monitor our case reserves frequently as appropriate to reflect current information, it is very difficult to set precise case reserves for an individual claim due to the inherent uncertainty about the future duration of a specific injured worker's disability, the course and cost of medical care for that injured worker, and the other factors described above. Therefore, in addition to establishing case reserves on a claim-by-claim basis, we, like other workers' compensation insurance companies, establish IBNR reserves based on analyses and projections of aggregate claims data. Evaluating data on an aggregate basis eliminates some of the uncertainty associated with an individual claim. However, considerable uncertainty remains as many claims can be affected simultaneously by changes in environmental conditions such as medical technology, medical costs and medical cost inflation, economic conditions, the legal and regulatory climate, and other factors. The cost of a group of workers' compensation claims is not known with certainty until every one of the claims is ultimately closed.

Unpaid LAE is also estimated and monitored. The amount that will be spent managing claims will depend on the duration of the claims, the course of the injured worker's disability and medical treatment, the nature and degree of any disputes relating to our obligations to the claimant, the administrative and legal environment in which issues are addressed and resolved, and the cost of the company personnel and other resources that are used in the management of claims. Therefore, our LAE reserves also contribute to the overall uncertainty of our aggregate reserve for unpaid losses and LAE.

For the reasons described above, estimating reserves for workers' compensation claims may be more uncertain than estimating reserves for other lines of insurance with shorter or more definite periods between occurrence of the claim and final determination of the ultimate loss and with policy limits on liability for claim amounts. Accordingly, our reserves may prove to be inadequate to cover our actual losses and LAE.

Actuarial methodologies are used by workers' compensation insurance companies, including us, to analyze and estimate the aggregate amount of unpaid losses and LAE. As mentioned above, management considers the results of various actuarial projection methods and their underlying assumptions among other factors in establishing the reserves for unpaid losses and LAE.

Judgment is required in the actuarial estimation of unpaid losses and LAE. The judgments include the selection of methodologies to project the ultimate cost of claims; the selection of projection parameters based on historical company data, industry data, and other benchmarks; the identification and quantification of potential changes in parameters from historical levels to current and future levels due to changes in future claims development expectations caused by internal or external factors; and the weighting of differing reserve indications that result from alternative methods and assumptions. The adequacy of our ultimate loss reserves, which are based on estimates, is inherently uncertain and represents a significant risk to our business, which we attempt to mitigate through our claims management process and by monitoring and reacting to statistics relating to the cost and duration of claims. However, no assurance can be given as to whether the ultimate liability will be more or less than our loss reserve estimates.

We have retained an independent actuarial consulting firm, the Tillinghast business of Towers, Perrin, Forster and Crosby, Inc. (which we refer to in this ‘‘Management's Discussion and Analysis of Financial

Condition and Results of Operations’’ as the ‘‘consulting actuary’’), to perform a comprehensive study of our losses and LAE liability semi-annually. The role of our consulting actuary as an advisor to management is to conduct sufficient analyses to produce a range of reasonable estimates, as well as a point estimate, of our unpaid losses and LAE liability, and to present those results to management. The consulting actuary also renders an opinion, as required by statutory financial reporting requirements, as to the reasonableness of our provision for unpaid losses and LAE.

For purposes of analyzing claim payment and emergence patterns and trends over time, we compile and aggregate our claims data by grouping the claims according to the year or quarter in which the claim occurred (‘‘accident year’’ or ‘‘accident quarter’’), since each such group of claims is at a different stage of progression

toward the ultimate resolution and payment of those claims. The claims data is aggregated and compiled separately for different types of claims and/or claimant benefits. For our Nevada business, where a substantial detailed historical database is available from the Fund (from which our Nevada insurance subsidiary, EICN, assumed assets, liabilities and operations in 2000), these separate groupings of benefit types include death, permanent total disability, permanent partial disability, temporary disability, medical care and vocational rehabilitation. Third party subrogation recoveries are separately analyzed and projected. For other states such as California, where a substantial and detailed history on our book of business is not available, and where industry data is in a generally more aggregated form, the analyses are conducted separately for medical care benefits, and for all disability and death (also called ‘‘indemnity’’) benefits combined.

The consulting actuary selects and applies a variety of generally accepted actuarial methods to our data. The methods applied vary somewhat according to the type of claim benefit being analyzed. The primary methods utilized in recent evaluations are as follows:

Paid Bornhuetter-Ferguson Method. A method assigning partial weight to initial expected losses for each accident year and partial weight to observed paid losses. The weights assigned to the initial expected losses decrease as the accident year matures. This method is used to evaluate both our Nevada business and our other than Nevada business.

Reported Bornhuetter-Ferguson Method. A method assigning partial weight to the initial expected losses and partial weight to observed reported loss dollars (paid losses plus case reserves). The weights assigned to the initial expected losses decrease as the accident year matures. This method is used to evaluate our other than Nevada business.

Paid Development Method. A method using historical, cumulative paid losses by accident year and which develops those actual losses to estimated ultimate losses based upon the assumption that each accident year will develop to estimated ultimate cost in a manner that is analogous to prior years, adjusted as deemed appropriate for the expected effects of known changes in the workers' compensation environment, and to the extent necessary supplemented by analyses of the development of broader industry data. This method is used to evaluate both our Nevada business and our other than Nevada business. For our Nevada business, an additional variant of this method is used that involves adjusting historical data for inflation to a common cost level, and projecting future loss payments at selected inflation rates.

Reported Development Method. A method using historical, cumulative reported loss dollars by accident year and which develops those actual losses to estimated ultimate losses based upon the assumption that each accident year will develop to estimated ultimate cost in a manner that is analogous to prior years, adjusted as deemed appropriate for the expected effects of known changes in the workers' compensation environment, and to the extent necessary supplemented by analyses of the development of broader industry data. This method is used to evaluate our other than Nevada business.

Frequency-Severity Method. This method separately projects the ultimate number of claims for an accident year, based on historical claim reporting patterns, and the average cost per claim. The average cost per claim is projected both by inflation-adjusting other accident years' average cost per claim, and by observing and extrapolating based on historical patterns the per-claim cost observed to date for the accident year. This method is used to evaluate our Nevada business.

Initial Expected Loss Method. This method is used directly, and also as an input to the Bornhuetter-Ferguson methods. Initial expected losses for an accident year are based on one or more of:

industry-benchmark losses per dollar of payroll for the mix of employment classes insured in our Nevada business, prior evaluation dates' projections of ultimate losses for the accident year, and by applying to premiums from our other than Nevada business a set of initial expected loss ratios selected after analyzing the development projections for each accident year, loss trends, statutory benefit changes, and rate changes.

Each of the methods listed above requires the selection and application of parameters and assumptions. The key parameters and assumptions are: the pattern with which our aggregate claims data will be paid or will emerge over time; claims cost inflation rates; and trends in the frequency of claims, both overall and by severity of claim. Of these, we believe the most important are the pattern with which our aggregate claims data will be paid or emerge over time and claims cost inflation rates. Each of these key items is discussed in the following paragraphs.

All of the methods depend in part on the selection of an expected pattern with which the aggregate claims data will be paid or will emerge over time. We compile, to the extent available, long-term and short-term historical data for our insurance subsidiaries, organized in a manner which provides an indication of the historical patterns with which claims have emerged and have been paid. To the extent that the historical data may not provide sufficient information about future patterns—whether due to environmental changes such as legislation or due to the small volume or short history of data for some segments of our business—benchmarks based on industry data, and forecasts made by industry rate bureaus regarding the effect of legislative benefit changes on such patterns, may be used to supplement, adjust, or replace patterns based on our subsidiaries' historical data. Actuarial judgment is required in selecting the patterns to apply to each segment of data being analyzed, and our views regarding current and future claim patterns are among the factors that enter into our establishment of the losses and LAE reserves at each balance sheet date. When short-term averages or external rate bureau analyses indicate that the claims patterns are changing from historical company or industry patterns, that new or forecasted information typically is factored into the methodologies gradually, so that the projections will not overreact to what may turn out to be a temporary or unwarranted assumption about changes in patterns. When new claims emergence or payment patterns have appeared in the actual data repeatedly over multiple evaluations, those new patterns are given greater weight in the selection process. Because some claims are paid over many years, the selection of claim emergence and payment patterns involves judgmentally estimating the manner in which recently-occurring claims will develop many years or decades in the future, and it is likely that the actual development that will occur in the distant future could differ substantially from historical patterns or current projections. The current projections would differ if different claims development patterns were selected for each benefit type.

The expected pattern with which the aggregate claims data will be paid or will emerge over time is expressed as a percentage of ultimate losses that remain to be paid at each evaluation date for each accident year. A lower estimate of the percentage of aggregate claims dollars remaining to be paid, when applied in the actuarial methods, produces a lower dollar estimate of the unpaid loss. For example, the estimated percentage of losses expected to be paid more than 36 months after the start of the accident year has been as follows for the benefit types that account for most of our loss reserves:

	As of December 31,			As of June 30,
	2003	2004	2005	2006(1)
Nevada:				
Medical	44 − 46%	43 − 45%	44 − 45%	45 − 48%
Permanent total disability	99	99	99	99
Fatals	92	92	92	92
Permanent partial disability	28	29	34	33
States other than Nevada:				
Medical	41	51	52	55
Indemnity	41	42	41	35

(1) The consulting actuary's reserve analysis is only completed at June 30 and December 31 of each year. Therefore, information as of June 30, 2006 is the most recently available information.

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These benefit types account for approximately 77% of our total losses and LAE reserves. The payment patterns are reviewed each year based on the observed recent and long-term patterns in our own historical data, recent and long-term patterns in industry data, and analyses of potential changes in patterns resulting from major legislative benefit changes. The changes in the payment patterns for Nevada are the result of these regular reviews of our historical data and updating of the actuarial judgments involved in selecting expected payment patterns. A range is shown for medical because multiple methods are used to select medical payment patterns in Nevada. The changes in the payment patterns used in states other than Nevada were significantly influenced by analysis of the anticipated effects of the 2003 California legislation relating to workers' compensation benefits, as well as observations of our early experience as it emerged of claims experience subsequent to the enactment of that legislation. At each reserve evaluation, as more claims experience has emerged subsequent to that legislation, the post-legislative claims experience has been given increasing judgmental weight in the actuarial selection of expected future payment patterns. The actual payout pattern for the aggregate claims associated with an accident year will not be known until decades later, when all the claims are closed.

Several of the methods also involve adjusting historical data for inflation. For these methods, the inflation rates used in the analysis are judgmentally selected based on historical year-to-year movements in the cost of claims observed in the data of our insurance subsidiaries and in industry-wide data, as well as on broader inflation indices. The results of these methods would differ if different inflation rates were selected.

In projections using June 30, 2006 data, the methods that use explicit medical cost inflation assumptions included medical cost inflation assumptions ranging from 3.5% to 9%. Corresponding medical cost inflation assumptions in prior projections were 5.5% to 9% at December 31, 2005, 4.5% to 8% at December 31, 2004, and 2.5% to 8% at December 31, 2003. The selection of medical cost inflation assumptions for use in the actuarial methodologies in each of these analyses has been based on observed recent and longer-term historical medical cost inflation in our claims data and in the economy more generally. The rate of medical cost inflation as reflected in our historical medical payments per claim has averaged approximately 6.5% over the past five years, and approximately 6% over the past ten years. The rate of medical cost inflation in the general U.S. economy, as measured by the consumer price index—medical care, has averaged approximately 4.5% over the past five years, and approximately 4% over the past ten years.

Several of the actuarial methods depend on assumptions about claim frequency trends. We examine the overall movement in the frequency, or number, of claims, as well as movements in the relative frequency of claims of different severities, as measured by the proportions of claims receiving different levels of benefit payments. Judgments about the relative proportion of claims from the most recent years that ultimately will receive benefit payments at different levels are based on historical and recent levels and movements of our claim counts and form the basis for the projection of the ultimate number of claims that will receive benefits payments for each benefit type.

The methods employed for each segment of claims data, and the relative weight accorded to each method, vary depending on the nature of the claims segment and on the age of the claims. For claim or benefit types that pay out for many years, and for the most recent accident periods in which the claims are relatively immature, more weight is given to methods that tend to produce more stable results by including initial expected losses or claim severities that are estimated in part by reliance on other accident years adjusted for inflation and other factors to the level of the accident year being analyzed.

All of the actuarial methods described for our Nevada business are used for each of the different benefit types that are analyzed. For benefit types in which most of the loss dollars are paid out within several years of the claim occurrence (temporary total disability, permanent partial disability and vocational rehabilitation) the selection of ultimate losses for all but the most recent three to five accident years is based primarily on the results of the paid development method due to the expectation that ultimate losses for the mature years will be highly correlated with the losses that have been paid to date, and the selection of estimated ultimate losses for the least mature accident years gives consideration to the results of all of the methods with the paid development method given the least consideration in the least mature (that is, most recent) accident year. For benefit types that typically involve payments

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extending over many years or even decades (permanent total disability, dependent benefits on fatal claims, and medical care benefits) the ultimate losses for the most recent ten or more accident years may not be highly correlated with the amounts paid to date and thus the selection of estimated ultimate losses for these recent accident years is based primarily on the frequency-severity method, the paid Bornhuetter-Ferguson method and the initial expected loss method, all of which rely in part on long-term observations regarding the average cost of claims of the particular benefit type and, in the case of medical care benefits, also allow for explicit medical cost inflation assumptions. In states other than Nevada, the paid Bornhuetter-Ferguson, reported Bornhuetter-Ferguson, paid development, and reported development methods are used for all benefit types. All of our claims experience in these states is immature; as a result, the results of the Bornhuetter-Ferguson methods are given greater weight in the selection of estimated ultimate losses because these methods do not produce results that are as highly leveraged off our immature paid or reported claims experience.

For EICN, the analysis of unpaid loss is conducted on claims data prior to recognition of reinsurance, and a separate projection is made of future reinsurance recoveries, based on our reinsurance arrangements, and an analysis of large claims experience both for EICN and as reflected in industry-based benchmarks. The projections prior to recognition of reinsurance provide the basis for estimating gross-of-reinsurance unpaid losses, from which the projection of future reinsurance recoveries is subtracted to estimate net-of-reinsurance unpaid losses. For ECIC, the analysis of unpaid loss is conducted on claims data net of reinsurance, and a separate projection is made of future reinsurance recoveries, which is added to the estimated net-of-reinsurance unpaid losses to estimate gross-of-reinsurance unpaid losses. Finally, reinsurance pooling arrangements between EICN and ECIC are explicitly recognized by applying factors that reflect the portion of unpaid losses that EICN cedes to ECIC and that ECIC cedes to EICN.

Management and the consulting actuary separately analyze LAE and estimate unpaid LAE. This analysis relies primarily on examining the relationship between the aggregate amount that has been spent on LAE historically, as compared with the dollar volume of claims activity for the corresponding historical calendar periods. Based on these historical relationships, and judgmental estimates of the extent to which claim management resources are focused more intensely on the initial handling of claims than on the ongoing management of claims, the consulting actuary selects a range of future LAE estimates that is a function of the projected future claim payment activity. The portion of unpaid LAE that will be recoverable from reinsurers is estimated based on the contractual reinsurance terms.

Based on the results of the analyses conducted, the stability of the historical data, and the characteristics of the various claims segments analyzed, the consulting actuary selects a range of estimated unpaid losses and LAE and a point estimate of unpaid losses and LAE, for presentation to our management. The selected range is intended to represent the most likely range in which the ultimate losses will fall. This range is narrower than the range of indications produced by the individual methods applied because it is not likely, although it is possible, that the high or low result will emerge for every state, benefit type and accident year. The consulting actuary's point estimate of unpaid losses and LAE is based on a judgmental selection for each benefit type from within the range of results indicated by the different actuarial methods.

Management formally establishes loss reserves for financial statement purposes on a quarterly basis. In doing so, we make reference to the most current analyses of our consulting actuary (which are conducted at June 30 and December 31 each year), including a review of the assumptions and the results of the various actuarial methods used by the consulting actuary; we monitor our claim reporting and claim payment activity, and consider the claim frequency and claim severity trends indicated by the claim activity as well as any emerging claims environment or operational issues that may indicate changing trends; we monitor workers' compensation industry trends as reported by industry rate bureaus, in the media, and other similar sources; we monitor our recoveries from reinsurance and from other third party sources; we monitor the expenses of managing claims; and we monitor the characteristics of the business we have written in the current quarter and prior quarters, including characteristics such as geographical location, type of business, size of accounts, historical claims experience, and pricing levels.

The case reserve component of our loss reserves is updated on an ongoing basis, in the normal course of claims examiners managing individual claims, and this component of our loss reserves at quarter-end is the sum of the case reserve as of quarter-end on each individual open claim.

Management determines the IBNR and LAE components of our loss reserves by establishing a point in the range of the consulting actuary's most recent analysis of unpaid losses and LAE, which may be at a prior quarter-end, with the selection of the point based on management's own view of recent and future claim emergence patterns, payment patterns, and trends, including: our view of the markets in which we are operating, including environmental conditions and changes in those markets; the characteristics of the business we have written in recent quarters; recent and pending recoveries from reinsurance; our view of trends in the future costs of managing claims; and other similar considerations as we view relevant.

If the consulting actuary's most recent analysis is at a prior quarter-end, to bring our loss reserves to the current quarter-end, we then make an appropriate adjustment to our reserve for unpaid losses and LAE to account for our business activities in the most recent quarter, reflecting the actual claim payment and case reserving activity, newly reported claims, actual LAE expenditures, reinsurance and other recoveries, and the expected ultimate volume and cost of claims and LAE on the business we insured in the quarter.

The aggregate carried reserve calculated by management represents our best estimate of our outstanding unpaid losses and LAE. We believe that we should be conservative in our reserving practices due to the long tail nature of workers' compensation claims payouts, the susceptibility of those future payments to unpredictable external forces such as medical cost inflation and other economic conditions, and the actual variability of loss reserve adequacy that we have observed in the workers' compensation insurance industry.

At December 31, 2003, management's best estimate of unpaid losses and LAE was $962.5 million, which was $73.5 million above the consulting actuary's point estimate. In establishing its best estimate at December 31, 2003, management considered (i) the consulting actuary's assumptions, point estimate and range, (ii) the inherent uncertainty of workers' compensation unpaid loss and LAE liabilities and (iii) the particular uncertainties associated with (a) the potential effects on the cost and payout pattern of claims following workers' compensation system reforms enacted by the California legislature in late 2003 and the future regulatory implementation of those reforms, (b) the uncertain cost of administering claims (LAE) in the reformed California system, (c) adverse development on California workers' compensation losses and LAE reserves that some insurance companies had reported in recent years, (d) the limited historical experience of ECIC following its acquisition from Fremont in 2002 as a base for projecting future loss development, and (e) the degree of movement observed in EICN's prior years' projections of losses and LAE in Nevada following premium and market share reductions following EICN's commencement of operations in 2000. Management did not quantify a specific loss reserve increment for each of these sources of uncertainty, but rather established an overall provision for unpaid losses and LAE that, in management's opinion, represented a best estimate of unpaid losses and LAE at December 31, 2003 in light of the historical data, the consulting actuary's assumptions, point estimate and range, current facts and circumstances, and the sources of uncertainty identified by management. Management's best estimate of unpaid loss and LAE at December 31, 2003 fell within the consulting actuary's range of estimates. The increase in management's best estimate relative to the consulting actuary's point estimate from December 31, 2002 to December 31, 2003 increased losses and LAE expense incurred by $3.3 million for the year ended December 31, 2003.

At December 31, 2004, management's best estimate of unpaid losses and LAE was $1,089.8 million, which was $89.7 million above the consulting actuary's point estimate. In establishing its best estimate at December 31, 2004, management considered (i) the consulting actuary's assumptions, point estimate and range, (ii) the inherent uncertainty of workers' compensation unpaid loss and LAE liabilities, and (iii) the particular uncertainties associated with (a) the potential effects on the cost and payout pattern of claims following workers' compensation system reforms enacted by the California legislature in late 2003 and the regulatory implementation of those reforms, the effects of which will become clear over a number of years, (b) the uncertain cost of administering claims (LAE) in the reformed California system, (c) the rapid growth in the volume of our business in California, (d) the limited historical experience of ECIC to use as a base for projecting future loss development, (e) the degree of movement observed in EICN's prior years' projections of losses and LAE in Nevada following premium and market share reductions following EICN's commencement of operations in 2000, (f) recent changes in EICN's claim department processes, controls, and management, and (g) the legislative adoption of new guidelines for determining

claimant permanent partial disability ratings in Nevada after October 2003. Management did not quantify a specific loss reserve increment for each of these sources of uncertainty, but rather established an overall provision for unpaid losses and LAE that, in management's opinion, represented a best estimate of unpaid losses and LAE at December 31, 2004 in light of the historical data, the consulting actuary's assumptions, point estimate and range, current facts and circumstances, and the sources of uncertainty identified by management. Management's best estimate of unpaid losses and LAE at December 31, 2004 fell within the consulting actuary's range of estimates. The increase in management's best estimate relative to the consulting actuary's point estimate from December 31, 2003 to December 31, 2004 increased losses and LAE expense incurred by $16.2 million for the year ended December 31, 2004.

At December 31, 2005, management's best estimate of unpaid losses and LAE was $1,208.5 million, which was $84.3 million above the consulting actuary's point estimate. In establishing its best estimate at December 31, 2005, management considered (i) the consulting actuary's assumptions, point estimate and range, (ii) the inherent uncertainty of workers' compensation unpaid losses and LAE liabilities, and (iii) the particular uncertainties associated with (a) the potential effects on the cost and payout pattern of claims following workers' compensation system reforms enacted by the California legislature in late 2003 and the future regulatory implementation of those reforms, the effects of which will become clear over a number of years, but which our initial experience indicated were emerging favorably, (b) the uncertain cost of administering claims (LAE) in the reformed California system, (c) the potential for legislative and/or judicial reversal of the California reforms, (d) the rapid growth in the volume of our business in California, (e) the limited but growing historical experience of ECIC to use as a base for projecting future loss development, (f) the degree of movement observed in EICN's prior years' projections of losses and LAE in Nevada following continued premium and market share reductions, (g) recent changes in EICN's claim department processes, controls and management, (h) the legislative adoption of future cost-of-living increases on permanent total disability payments on injuries occurring January 1, 2005 and after in

Nevada, and (i) the degree to which our reinsurance protection will absorb our unanticipated development on years subject to the LPT Agreement and on large claims in excess of our current reinsurance retention. Management did not quantify a specific loss reserve increment for each of these sources of uncertainty, but rather established an overall provision for unpaid losses and LAE that, in management's opinion, represented a best estimate of unpaid losses and LAE at December 31, 2005 in light of the historical data, the consulting actuary's assumptions, point estimate and range, current facts and circumstances, and the sources of uncertainty identified by management. Management's best estimate of unpaid losses and LAE at December 31, 2005 fell within the consulting actuary's range of estimates. The decrease in management's best estimate relative to the consulting actuary's point estimate from December 31, 2004 to December 31, 2005 decreased losses and LAE expense incurred by $5.4 million for the year ended December 31, 2005.

At June 30, 2006, management's best estimate of unpaid losses and LAE was $1,276.2 million, which was $155.2 million above the consulting actuary's point estimate at June 30, 2006. The consulting actuary's range of reasonable estimates and point estimate were not yet available at the time management established its best estimate. In establishing its best estimate at June 30, 2006, management considered (i) the consulting actuary's December 31, 2005 assumptions, point estimate and range, (ii) the volume and perceived profitability trends of the business during the first two quarters of 2006, and the volume of claims activity during the first two quarters of 2006, (iii) the inherent uncertainty of workers' compensation unpaid losses and LAE liabilities, and (iv) the particular uncertainties associated with (a) the potential effects on the cost and payout pattern of claims following workers' compensation system reforms enacted by the California legislature in late 2003 and the future regulatory implementation of those reforms, the effects of which will become clear over a number of years, but which our initial experience indicated were emerging favorably, (b) the uncertain cost of administering claims (LAE) in the reformed California system, (c) the potential for legislative and/or judicial reversal of the California reforms, (d) the rapid growth in the volume of our business in California, (e) the limited but growing historical experience of ECIC to use as a base for projecting future loss development, (f) prior years' changes in EICN claim department processes, controls and management and (g) the degree of movement observed in EICN's prior years' projections of losses and LAE in Nevada following continued premium and market share reductions. Management did not quantify a specific loss reserve increment for each of

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these sources of uncertainty, but rather established an overall provision for unpaid losses and LAE that, in management's opinion, represented a best estimate of unpaid losses and LAE at June 30, 2006 in light of the historical data, the consulting actuary's assumptions, point estimate and range from prior analyses, current facts and circumstances, and the sources of uncertainty identified by management. Management's best estimate of unpaid losses and LAE at June 30, 2006 fell within the consulting actuary's range of estimates, although such range was not available at the time management established its best estimate. The results of the consulting actuary's study and determination of a point estimate at June 30, 2006 indicated that management's best estimate had increased by $70.9 million relative to the consulting actuary's point estimate from December 31, 2005 to June 30, 2006. The key factor contributing to the increase in management's best estimate relative to the consulting actuary's point estimate at June 30, 2006, was the continuing favorable emergence and payment levels in our subsidiaries' claims experience, relative to prior projections. In projecting future losses and LAE to estimate the unpaid losses and LAE at an evaluation date, we and the consulting actuary must make judgments as to whether this favorable claims experience will persist in the future, or whether the emergence and payment of claims will revert to historical levels. At June 30, 2006, the consulting actuary gave greater weight in some of the actuarial methodologies to the continuing favorable emergence of losses than management did. During the three months ended September 30, 2006, management reviewed and evaluated the consulting actuary's analysis, reviewed and evaluated the continuing favorable emergence and payment levels in our subsidiaries' claims experience, and made a corresponding adjustment to its reserve for unpaid losses as of September 30, 2006, including a $68.9 million reduction from June 30, 2006 to September 30, 2006 in our estimate of losses and LAE for prior accident years.

At September 30, 2006, management's best estimate of unpaid losses and LAE was $1,209.5 million. The consulting actuary does not perform an analysis at March 31 or September 30 of each year. In establishing its best estimate at September 30, 2006, management considered (i) the consulting actuary's June 30, 2006 assumptions, point estimate and range, (ii) the volume and perceived profitability trends of the business during the quarter, and the volume of claims activity during the quarter, (iii) the inherent uncertainty of workers' compensation unpaid losses and LAE liabilities, and (iv) the particular uncertainties associated with (a) the potential effects on the cost and payout pattern of claims following workers' compensation system reforms enacted by the California legislature in late 2003 and the regulatory implementation of those reforms, many effects of which will become clear over a number of years, but which our initial experience continues to indicate are emerging favorably, (b) the uncertain cost of administering claims (LAE) in the reformed California system, (c) the rapid growth in the volume of our business in California, (d) the limited but growing historical experience of ECIC to use as a base for projecting future loss development, (e) prior years' changes in EICN's claim department processes, controls and management, and (f) the degree of movement observed in our prior years' projections of losses and LAE. Management established an overall provision for unpaid losses and LAE that, in management's opinion, represented a best estimate of unpaid losses and LAE at September 30, 2006 in light of the historical data, the consulting actuary's assumptions, point estimate and range from prior analyses, current facts and circumstances, and the sources of uncertainty identified by management.

The table below provides the consulting actuary's range of estimated liabilities for unpaid losses and LAE and our carried reserves at the dates shown:

	As of December 31,			As of June 30,
	2003	2004	2005	2006(1)
	(in thousands)			
Low end of consulting actuary's range	$ 827,913	$ 931,409	$ 1,024,849	$ 1,029,451
Carried reserves	962,457	1,089,814	1,208,481	1,276,205
High end of consulting actuary's range	1,000,079	1,146,754	1,293,028	1,287,612

(1) The consulting actuary's reserve analysis is only completed at June 30 and December 31 of each year. Therefore, information as of June 30, 2006 is the most recently available information.

Loss reserves are our estimates at a given point in time of our ultimate liability for the cost of claims and of the cost of managing those claims, and are inherently uncertain. It is likely that the ultimate liability

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will differ from our estimates, perhaps significantly. Such estimates are not precise in that, among other things, they are based on predictions of future claim emergence and payment patterns and estimates of future trends in claim frequency and claim cost. These estimates assume that the claim emergence and payment patterns, claim inflation and claim frequency trend assumptions implicitly built into our selected loss reserve will continue into the future. Unexpected changes in claim cost inflation can occur through changes in general inflationary trends, changes in medical technology and procedures, changes in wage levels and general economic conditions and changes in legal theories of compensability of injured workers and their dependents. Furthermore, future costs can be influenced by changes in workers' compensation statutory benefit structure, and benefit administration and delivery.

In applying actuarial techniques, judgment is required to determine the relevance of historical claim emergence and payment patterns and other historical data, external industry benchmark data, information about current economic conditions such as inflation, and recent changes in environmental conditions such as legislation as well as company operational changes in selecting parameters for those techniques under current facts and circumstances. Judgment also is required in selecting from among the loss indications produced by the several actuarial techniques that are used. From evaluation to evaluation, it often is appropriate to adjust the various methods and parameters used in the projection of losses to reflect the expected or estimated effect of such factors. Even after such adjustments, ultimate liability may exceed or be less than the revised estimates.

Estimates of ultimate losses and LAE may change from one balance sheet date to the next when actual claim payment or changes in individual case reserve estimates between those dates differs from the expected claim activity underlying the prior loss reserve estimate, and when actual LAE expenditures differ from expected expenditure levels underlying the prior LAE reserve estimate. As actual losses and LAE expenditures occur during a calendar period, they replace the portion of prior estimates of unpaid losses and LAE that relate to that period. In addition, the parameters used in the various methods and the relative weight accorded to the results of the different actuarial methods, all of which require judgment, may change as a result of observing that the actual pattern of expenditures differs from prior expectations, as well as based on new industry wide data and benchmarks derived from that data, when available. The parameters and weights used in estimating ultimate losses may also change when external conditions—such as the statutory benefit structures or the manner in which it is being interpreted and administered, or inflation—differ from expectations underlying the prior estimate of ultimate losses, and when the effects of factors related to internal operations differ from expectations underlying the prior estimate of ultimate losses.

Each of the actuarial methods used in the analysis and estimation of unpaid losses and LAE depend in part on the selection of an expected pattern with which the aggregate claims data will be paid or will emerge over time, and the assumption that this expected pattern will prevail into the future. We select relevant patterns as part of the periodic review and projection of unpaid losses and LAE. In selecting these patterns, we examine, to the extent available, long-term and short-term historical data for our insurance subsidiaries, benchmarks based on industry data and forecasts made by industry rate bureaus regarding the effect of legislative benefit changes on such patterns. Actuarial judgment is required in selecting the patterns to apply to each segment of data being analyzed.

Management judgment is required in selecting the amount of the loss reserve to record on our financial statements. Management reviews the various actuarial projections, the assumptions underlying those projections, the range of indications produced by the actuarial methods and the actual long-term and recent emergence and payment of claims. Management also considers the environmental conditions in which the insurance subsidiaries are doing business. In addition, management considers the degree of uncertainty associated with the estimates based on the degree of change that has occurred or is occurring in the environment and in operations.

The following table provides a reconciliation of the beginning and ending loss reserves for each of 2003, 2004 and 2005 and the nine months ended September 30, 2006 on a GAAP basis:

	Year Ended December 31,			Nine Months Ended September 30,
	2003	2004	2005	2006
	(in thousands)			
Unpaid losses and LAE at beginning of period	$ 2,267,368	$ 2,193,439	$ 2,284,542	$ 2,349,981
Less reinsurance recoverables excluding bad debt allowance on unpaid losses	1,359,042	1,230,982	1,194,728	1,141,500
Net unpaid losses and LAE at beginning of the period	908,326	962,457	1,089,814	1,208,481
Losses and LAE, net of reinsurance, incurred in:				
Current year	237,456	289,544	333,497	192,080
Prior years	(69,209)	(37,582)	(78,053)	(81,721)
Total net losses and LAE incurred	168,247	251,962	255,444	110,359
Deduct payments for losses and LAE, net of reinsurance related to:				
Current year	33,169	33,475	40,116	25,556
Prior years	80,947	91,130	96,661	83,796
Total net payments for losses and LAE during the current period	114,116	124,605	136,777	109,352
Ending unpaid losses and LAE, net of reinsurance	962,457	1,089,814	1,208,481	1,209,488
Reinsurance recoverable excluding bad debt allowance on unpaid losses and LAE	1,230,982	1,194,728	1,141,500	1,106,071
Ending unpaid losses and LAE, gross of reinsurance	$ 2,193,439	$ 2,284,542	$ 2,349,981	$ 2,315,559

Estimates of incurred losses and LAE attributable to insured events of prior years decreased due to continued favorable development in such prior accident years (actual losses and LAE paid and current projections of unpaid losses and LAE were less than we originally anticipated). The reduction in the liability for unpaid losses and LAE was $69.2 million, $37.6 million, $78.1 million and $81.7 million for the years ended December 31, 2003, 2004 and 2005 and the nine months ended September 30, 2006, respectively.

The major sources of this favorable development have been: actual paid losses have been less than expected, recalibration of selected patterns of claims emergence and claim payment used in the projection of future loss payment, and LAE in our Nevada business has been less than expected. However, this favorable development has been partially offset by the fact that LAE in our California business has been greater than expected. LAE parameters used to project future LAE expenditures have been adjusted in response to the actual observed levels of LAE. These sources of development are discussed in the following paragraphs.

In California, in particular, where our operations began on July 1, 2002, the consulting actuary's and management's initial expectations of the ultimate level of losses and patterns of loss emergence and loss payment necessarily were based on benchmarks derived from analyses of historical insurance industry data in California, as no historical data from our California insurance subsidiary existed and, although some historical data was available for the prior years for some of the market segments we entered in California, that data was limited as to the number of loss reserve evaluation points available. The industry-based benchmarks were adjusted judgmentally for the anticipated impact of significant environmental changes, specifically the enactment of major changes to the statutory workers' compensation benefit structure and the manner in which claims are administered and adjudicated in California. The actual emergence and payment of claims by our California insurance subsidiary has been more favorable than those initial expectations, due at least in part, we believe, to the impact of enactment of the major changes in the California environment. Other insurance companies writing California workers'

compensation insurance have also experienced emergence and payment of claims more favorable than anticipated. At each evaluation date, the projected claim activity underlying the prior loss reserves has been replaced by the actual claim activity, and the expectation of future emergence and payment of California claims underlying the actuarial projections has been reevaluated periodically based both on our insurance subsidiaries' emerging experience and on updating the benchmarks that are derived from observing and analyzing the insurance industry data for California workers' compensation. The change in incurred losses and LAE attributable to prior years as a result of business outside Nevada, predominantly California, was $25.1 million, $11.9 million, $(48.2) million and $(86.0) million for the years ended December 31, 2003, 2004, 2005 and the nine months ended September 30, 2006, respectively. In states other than California and Nevada, our insurance subsidiaries' operations are new and represent a minor portion of our loss reserves. Losses for those states are included with the California losses for purposes of estimating future loss development.

In Nevada, we have compiled a lengthy history of workers' compensation claims payment patterns based on the business of the Fund and EICN, but the emergence and payment of claims in recent years has been more favorable than in the long-term history in Nevada with the Fund. The expected patterns of claim payment and emergence used in the projection of our ultimate claims payments are based on both the long-term and the short-term historical data. In recent evaluations, the selection of claim projection patterns has relied more heavily on the patterns observed in the short-term historical data, as recent years' claims have continued to emerge in a manner consistent with that short-term historical data. Also, at each evaluation date, the projected claim payments underlying the prior loss reserves were replaced by the actual claim payment activity that occurred during the calendar year. The change in incurred losses and LAE attributable to prior years attributable to business in Nevada was $(94.3) million, $(49.5) million, $(29.9) million and $4.3 million for the years ended December 31, 2003, 2004, 2005 and the nine months ended September 30, 2006, respectively.

The estimate of the future cost of handling claims, or LAE, depends primarily on examining the relationship between the aggregate amount that has been spent on LAE historically, as compared with the dollar volume of claims activity for the corresponding historical periods. For our insurance subsidiaries' business in Nevada, as a result of operational improvements and reductions in staff count to align with the current and anticipated volume of business in the state, our expenditures on LAE in recent years have been lower than historical levels. As these operational improvements and staffing levels have been reflected in the actual emerging LAE expenditures and in the projection of future LAE, the estimates of future LAE have reduced. For our insurance subsidiaries' operations in California, initial expectations of LAE when operations commenced in California were based on the assumptions used by management in pricing the California business, and on some limited historical data for the market segments we were entering. As our operations in California have matured, and as data relating to our subsidiaries' and industry claim handling expenses reflective of the new workers' compensation benefit environment in California have become available, the expectations of LAE underlying the projection of future LAE have been adjusted to reflect that actual costs of administering claims has been greater than the initial expectations. This has resulted in an increase in the projected future cost of administering California claims. The changes in our estimates of the cost of future LAE in California and Nevada are included in the California and Nevada development results cited in the preceding two paragraphs.

We review our loss reserves each quarter and, as mentioned earlier, our consulting actuary assists our review by performing an actuarial analysis and projection of unpaid losses and LAE twice each year. We may adjust our reserves based on the results of our reviews and these adjustments could be significant. If we change our estimates, these changes are reflected in our results of operations during the period in which they are made. Our actual claims and LAE experience and emergence in recent years has been more favorable than anticipated in prior evaluations, although our California LAE has been higher than initially anticipated. Our insurance subsidiaries have been operating in a period of dramatically changing environmental conditions in our major markets, entry into new markets, and operational changes. During periods characterized by such changes, at each evaluation, the consulting actuary and management must make judgments as to the relative weight to accord to long-term historical and recent company data, external data, evaluations of environmental changes, and other factors in selecting the methods to use in projecting ultimate losses and LAE, the parameters to incorporate in those methods, and the relative

weights to accord to the different projection indications. Since the loss reserves are providing for claim payments that will emerge over many years, if management's projections and loss reserves were established in a manner that reacted quickly to each new emerging trend in the data or in the environment, there would be a high likelihood that future adjustments, perhaps significant in magnitude, would be required to correct for trends that turned out not to be persistent. At each balance sheet evaluation, some losses and LAE projection methods have produced indications above the loss reserve selected by management, and some losses and LAE projection methods have produced indications lower than the loss reserve selected by management. At each evaluation, management has given weight to new data, recent indications, and evaluations of environmental conditions and changes that implicitly reflect management's expectation as to the degree to which the future will resemble the most recent information and most recent changes, as compared with long-term claim payment, claim emergence, and claim cost inflation patterns. As patterns and trends recur consistently over a period of quarters or years, management gives greater implicit weight to these recent patterns and trends in developing our future expectations. In our view, in establishing loss reserves at each historical balance sheet date, we have used prudent judgment in balancing long-term data and recent information.

It is likely that ultimate losses and LAE will differ from the loss reserves recorded in our September 30, 2006 balance sheet. Actual losses and LAE payments could be greater or less than our projections, perhaps significantly. The following paragraphs discuss several potential sources of such deviations, and illustrate their potential magnitudes.

In recent years, emerging claims costs and claim emergence and payment patterns have improved dramatically. The largest driver of this improvement has been California reform. As we observe continuing improvement in development, we have given significant weight to this emerging trend in projecting and selecting estimated ultimate losses and LAE. The amount of weight to allocate between the emerging trend and historical benchmark patterns is judgmental. We have given significant weight to the emerging trends in our selection of loss reserves as of September 30, 2006. However, recent data points from our business in California, as well as from insurance industry experience for California workers' compensation, indicate emergence patterns more favorable than those implicitly underlying our loss reserves. If future emergence matches those more favorable patterns, our current loss reserves could develop favorably over time. If future claims emergence more closely resembles long term historical industry patterns, then our current loss reserves could develop unfavorably over time. In Nevada, we have seen a significant improvement in claims emergence and claims payment patterns in recent years, and have given these improved patterns significant weight in establishing loss reserves for our Nevada business. If future emergence in Nevada more closely resembles long term historical patterns of the predecessor Fund, then our current loss reserves could develop unfavorably over time.

For loss adjustment expense, particularly in Nevada, our projections assume a long term cost of managing claims that is greater than the recent levels of LAE produced by our insurance subsidiaries' current operating model, but is less than the levels of LAE expended in more distant historical past years by our insurance subsidiaries and by the Fund. Future changes in claims operations, while not currently planned or contemplated, could result in future actual LAE and future projections of LAE that may differ from current estimates. If future levels of LAE match recent levels of LAE, our current reserves for LAE could develop favorably over time; if future levels of LAE return to older historical levels, our current reserves for LAE could develop unfavorably over time.

Some of the actuarial projection methods also rely on a selection of claim cost inflation rates. If actual claim cost inflation differs from expectations underlying prior selections, or as environmental conditions in the states in which we do business or in the economy generally change, we will reevaluate and may change the selected claim cost inflation rate in future analyses. Such a change in assumptions would cause the results of some of the

actuarial methods to change from one evaluation to the next. The ultimate cost of our claims will depend in part on actual inflation rates in future years, which may differ from the inflation expectations implicit in our loss reserves.

More than 45% of our claims payments during the three years ended December 31, 2005 has related to medical care for injured workers. The utilization and cost of medical services in the future is a significant source of uncertainty in the establishment of loss reserves for workers' compensation. In recent

years, our medical costs per claim have been rising at an average rate of approximately 6.5% per year. Some of our projection methods include explicit assumptions about future medical claim cost inflation. In projections using June 30, 2006 data, the methods that use explicit medical cost inflation assumptions have included medical claim cost inflation assumptions ranging from 3.5% to 9%. Future medical claim cost inflation, whether due to changing medical technology, utilization of medical services, or the cost of medical services, could fall outside this range. We are not able to state the rate of medical cost inflation that is assumed in our loss reserves because our loss reserves are established based on reviewing the results of actuarial methods that do not contain explicit medical claim cost inflation rates, as well as methods that do contain explicit medical claim cost inflation rates. However, because medical care will be provided over many years, and in some cases decades, to the injured workers who have open claims, the pace of medical claim cost inflation has a significant impact on our ultimate claim payments. For example, if the rate of medical claim cost inflation increases by 1% above the inflation rate that is implicitly included in the loss reserves at September 30, 2006, we estimate that future medical costs over the lifetime of the current claims would increase by approximately $60 million for EICN and by approximately $15 million for ECIC, on a net-of-reinsurance basis.

Our reserve estimates reflect expected increases in the costs of contested claims and assume we will not be subject to losses from significant new legal liability theories. While it is not possible to predict the impact of changes in this environment, if expanded legal theories of liability emerge, our IBNR claims may differ substantially from our IBNR reserves. Our reserve estimates assume that there will not be significant future changes in the regulatory and legislative environment. The impact of potential changes in the regulatory or legislative environment is difficult to quantify in the absence of specific, significant new regulation or legislation. In the event of significant new regulation or legislation, we will attempt to quantify its impact on our business.

The range of potential variation of actual ultimate losses and LAE from our current reserve for unpaid losses and LAE is difficult to estimate because of the significant environmental changes in our markets, particularly California, and because our insurance subsidiaries do not have a lengthy operating history in our markets outside Nevada.

Furthermore, the methodologies we currently employ in evaluating our losses and LAE liability do not allow us to quantify the sensitivity of our losses and LAE reserves to reasonably likely changes in the underlying key assumptions. Management will refine its methodologies to provide for such capability in the future.

The range of estimates of unpaid losses and LAE produced by our consulting actuary and the foregoing discussion of the impact of medical cost inflation provide some indication of the potential variability of future losses and LAE payments. If the actual unpaid losses and LAE were at the high or the low end of the consulting actuary's range (see the table above), the impact on our financial results would be as follows:

	December 31, 2003	December 31, 2004	December 31, 2005	June 30, 2006[1]
	(in thousands)			
Increase (decrease) in reserves:				
At low end of range	$ (134,544)	$ (158,404)	$ (183,630)	$ (246,755)
At high end of range	37,622	56,941	84,549	11,406
Increase (decrease) in equity and net income:				
At low end of range	$ 87,454	$ 102,963	$ 119,360	$ 160,391
At high end of range	(24,454)	(37,012)	(54,957)	(7,414)

(1) The consulting actuary's reserve analysis is only completed at June 30 and December 31 of each year. Therefore, information as of June 30, 2006 is the most recently available information.

However, the consulting actuary's range represents an estimated range of the most likely outcomes of ultimate losses and LAE, based on the consulting actuary's review of the results of the various methodologies and parameters used by the consulting actuary in the projection of losses and LAE. Each

different actuarial method may produce a different indication of unpaid losses and LAE because each method relies in different ways on assumptions about the future. For example, the loss development methods are based on an assumption that the selected pattern of emergence or payout of claims will recur in the future, the frequency-severity method is based on an assumption that the most recent year's ultimate average cost per claim can be estimated by inflation-adjusting other accident years' average cost per claim and by extrapolating based on historical patterns the per-claim cost observed to date for the accident year, the initial expected loss method assumes that the ultimate losses can be estimated based on the payroll of workers insured by us and a benchmark loss cost per payroll or as a percentage of premium, and the Bornhuetter-Ferguson methods rely on a combination of these assumptions. Actual losses are affected by a more complex combination of forces and dynamics than any one model or methodology can represent, and each actuarial methodology is an approximation of these complex forces and dynamics, and thus each different actuarial methodology may produce different indications of unpaid losses and LAE. None of the methods is designed or intended to produce an indication that is systematically higher or lower than the other methods. Nonetheless, at any given evaluation date, some of the actuarial projection methods produce indications outside this range, and the selection of reasonable alternative methods or reasonable alternative parameters in the actuarial projection process would produce an even wider range of potential outcomes, both above and below the range shown. Accordingly, we believe that the range of potential outcomes is considerably wider than the consulting actuary's estimated range of the most likely outcomes. The magnitude of adjustments to prior years' reserves for unpaid losses and LAE reserves that we have made at December 31, 2003, 2004 and 2005 and at September 30, 2006, decreases of $69.2 million, $37.6 million, $78.1 million, and $81.7 million respectively—also illustrate that changes in estimates of unpaid losses and LAE can be significant from year to year. We do not have a basis for anticipating that actual future payments of losses and LAE are more likely to be either greater than or less than the reserve for unpaid losses and LAE on our current balance sheet.

Reinsurance Recoverables

Reinsurance recoverables represent: (1) amounts currently due from reinsurers on paid losses and LAE, (2) amounts recoverable from reinsurers on case basis estimates of reported losses and (3) amounts recoverable from reinsurers on actuarial estimates of IBNR for losses and LAE. These recoverables, by necessity, are based upon our current estimates of the underlying losses and LAE, and are reported on our balance sheet separately as assets, as reinsurance does not relieve us of our legal liability to policyholders. We bear credit risk with respect to the reinsurers, which can be significant considering that some of the unpaid losses and LAE remain outstanding for an extended period of time. Reinsurers might refuse or fail to pay losses that we cede to them, or they might

delay payment. We are required to pay losses even if a reinsurer refuses or fails to meet its obligations under the applicable reinsurance agreement. We continually monitor the financial condition and rating agency ratings of our reinsurers. We require reinsurers that are not admitted reinsurers in Nevada and California (where EICN and ECIC, respectively, are domiciled) to collateralize their share of the unearned premiums and unpaid loss reserves in order that our insurance subsidiaries receive credit for reinsurance on their statutory financial statements. Since our inception in 2000, no material amounts due from reinsurers have been written-off as uncollectible and, based on this experience, we believe that amounts currently reflected in our consolidated financial statements will similarly require no material prospective adjustment.

Under the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for the incurred but unpaid losses and LAE related to claims incurred prior to July 1, 1995, for consideration of $775 million in cash. As of December 31, 2005, the estimated remaining liabilities subject to the LPT Agreement were approximately $1 billion. Losses and LAE paid with respect to the LPT Agreement totaled approximately $320.2 million at December 31, 2005.

We account for the LPT Agreement in accordance with FAS 113, *Accounting and Reporting for Reinsurance of Short-Term and Long-Duration Contracts*, and as retroactive reinsurance. Upon entry into the LPT Agreement, an initial deferred reinsurance gain was recorded as a liability in our consolidated balance sheet. This gain is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. In addition, we are entitled to receive a contingent commission under the LPT Agreement. The contingent commission is estimated based on both actual

results to date and projections of expected ultimate losses under the LPT Agreement. Increases and decreases in the estimated contingent commission are reflected in our commission expense in the year that the estimate is revised.

Recognition of Premium Revenue

All premium revenue is recognized over the period of the contract in proportion to the amount of insurance protection provided. The insurance premiums we charge are billed to our policyholders either annually or under various installment plans based on the estimated annual premium under the policy terms. At the end of the policy term, payroll-based premium audits are performed on substantially all policyholder accounts to determine net premiums earned for the policy year. Earned but unbilled premiums include estimated future audit premiums. Estimates of future audit premiums are based on our historical experience. These estimates are subject to changes in policyholders' payrolls due to growth, economic conditions and seasonality. The estimates are continually reviewed and adjusted as necessary as experience develops or new information becomes known. Any such adjustments are included in current operations. Since our inception in 2000, there have been no material adjustments of our accrual for earned but unbilled premium and, based on this experience, and, although considerable variability is inherent in such estimates, we believe that amounts currently reflected in our consolidated financial statements will similarly require no material prospective adjustment.

Deferred Policy Acquisition Costs

We defer commission expenses, premium taxes and certain marketing, sales, underwriting and safety costs that vary with and are primarily related to the acquisition of insurance policies. These acquisition costs are capitalized and charged to expense ratably as premiums are earned. In calculating deferred policy acquisition costs, these costs are limited to their estimated realizable value, which gives effect to the premiums to be earned, anticipated losses and settlement expenses and certain other costs we expect to incur as the premiums are earned, less related net investment income. Judgments as to the ultimate recoverability of these deferred policy acquisition costs are highly dependent upon estimated future profitability of unearned premiums. If the unearned premiums were less than our expected claims and expenses after considering investment income, we would reduce the deferred costs. Estimated future profitability is calculated as the sum of expected claims costs, claims adjustment expenses, expected dividends to policyholders, unamortized acquisition costs and policy maintenance costs relative to the related unearned premiums. Any deficiency would first be recognized by charging any unamortized acquisition costs to expense to the extent required to eliminate the deficiency. If the deficiency were greater than unamortized acquisition costs, a liability would be accrued for the excess deficiency. We do consider anticipated investment income when determining if a deficiency exists. Since our inception in 2000, we have had no write-offs due to such deficiencies and, based on this experience, we believe that amounts currently reflected in our consolidated financial statements will similarly require no material prospective adjustment.

Deferred Income Taxes

We use the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the future tax consequences attributed to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities resulting from a tax rate change impacts our net income or loss in the reporting period that includes the enactment date of the tax rate change. Our income tax returns are subject to audit by the Internal Revenue Service and various state tax authorities. Significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions and allocations of income among various tax jurisdictions because of differing interpretations of tax laws and regulations. We periodically evaluate our exposures associated with tax filing positions. Although we believe our positions comply with applicable laws, we record liabilities based upon estimates of the ultimate outcomes of these matters.

In assessing whether our deferred tax assets will be realized, management considers whether it is more likely than not that we will generate future taxable income during the periods in which those

temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, tax planning strategies and projected future taxable income in making this assessment. If necessary, we establish a valuation allowance to reduce the deferred tax assets to the amounts that are more likely than not to be realized.

Valuation of Investments

Our investments in fixed maturity investments and equity securities are classified as available-for-sale and are reported at fair value with unrealized gains and losses excluded from earnings and reported in a separate component of equity, net of deferred taxes as a component of accumulated other comprehensive income.

Realized gains and losses on sales of investments are recognized in operations on the specific identification basis.

Impairment of Investment Securities. Impairment of an investment security results in a reduction of the carrying value of the security and the realization of a loss when the fair value of the security declines below our cost or amortized cost, as applicable, for the security and the impairment is deemed to be other-than-temporary. We regularly review our investment portfolio to evaluate the necessity of recording impairment losses for other-than-temporary declines in the fair value of our investments. We consider various factors in determining if a

decline in the fair value of an individual security is other-than-temporary. Some of the factors we consider include:

- how long and by how much the fair value of the security has been below its cost;
- the financial condition and near-term prospects of the issuer of the security, including any specific events that may affect its operations or earnings;
- our intent and ability to keep the security for a sufficient time period for it to recover its value;
- any downgrades of the security by a rating agency; and
- any reduction or elimination of dividends, or nonpayment of scheduled interest payments.

The amount of any write-downs is determined by the difference between cost or amortized cost of the investment and its fair value at the time the other-than-temporary decline was identified. See ‘‘Business—Investments.’’ Since our inception in 2000, we have recorded write-downs for investment securities considered to be other-than-temporarily impaired of an aggregate of $5.4 million.

Measurement of Results

We evaluate our operations by using the following key measures:

Gross Premiums Written. Gross premiums written is the sum of both direct premiums written and assumed premiums written before the effect of ceded reinsurance and the intercompany pooling agreement. Direct premiums written represent the premiums on all policies our insurance subsidiaries have issued during the year. Assumed premiums written represent the premiums that our insurance subsidiaries have received from an authorized state-mandated pool or under previous fronting facilities. The primary fronting facility was between ECIC and Clarendon and that arrangement is now in run-off. We use gross premiums written, which excludes the impact of premiums ceded to reinsurers, as a measure of the underlying growth of our insurance business from period to period.

Net Premiums Written. Net premiums written is the sum of direct premiums written and assumed premiums written less ceded premiums written. Ceded premiums written is the portion of direct premiums written that we cede to our reinsurers under our reinsurance contracts. We use net premiums written, primarily in relation to gross premiums written, to measure the amount of business retained after cession to reinsurers.

Net Premiums Earned. Net premiums earned represents that portion of net premiums written equal to the expired portion of the time for which insurance protection was provided during the financial year and is recognized as revenue. Net premiums earned are used to calculate the losses and LAE, underwriting and other operating expense and combined ratios, as indicated below.

Losses and LAE Ratio. The losses and LAE ratio is a measure of the underwriting profitability of an insurance company's business. Expressed as a percentage, this is the ratio of losses and LAE to net premiums earned.

Like many insurance companies, we analyze our losses and LAE ratios on a calendar year basis and on an accident year basis. A calendar year losses and LAE ratio is calculated by dividing the losses and LAE incurred during the calendar year, regardless of when the underlying insured event occurred, by the net premiums earned during that calendar year. The calendar year losses and LAE ratio includes changes made during the calendar year in reserves for losses and LAE established for insured events occurring in the current and prior periods. A calendar year losses and LAE ratio is calculated using premiums and losses and LAE that are net of amounts ceded to reinsurers.

An accident year losses and LAE ratio, or losses and LAE for insured events that occurred during a particular year divided by the premiums earned for the year, is calculated by dividing the losses and LAE, regardless of when such losses and LAE are incurred, for insured events that occurred during a particular year by the net premiums earned for that year. An accident year losses and LAE ratio is calculated using premiums and losses and LAE that are net of amounts ceded to reinsurers. An accident year losses and LAE ratio for a particular year can decrease or increase when recalculated in subsequent periods as the reserves established for insured events occurring during that year develop favorably or unfavorably, respectively, whereas the calendar year losses and LAE ratio for a particular year will not change in future periods. This ratio is an operating ratio based on our statutory financial statements and is not derived from our GAAP financial information.

We analyze our calendar year losses and LAE ratio to measure our profitability in a particular year and to evaluate the adequacy of our premium rates charged in a particular year to cover expected losses and LAE from all periods, including development (whether favorable or unfavorable) of reserves established in prior periods. In contrast, we analyze our accident year losses and LAE ratios to evaluate our underwriting performance and the adequacy of the premium rates we charged in a particular year in relation to ultimate losses and LAE from insured events occurring during that year.

While calendar year losses and LAE ratios are useful in measuring our profitability, we believe that accident year losses and LAE ratios are more meaningful in evaluating our underwriting performance for any particular year because an accident year losses and LAE ratio better matches premium and loss information. Furthermore, accident year losses and LAE ratios are not distorted by adjustments to reserves established for insured events that occurred in other periods, which may be influenced by factors that are not generally applicable to all years. The losses and LAE ratios provided in this prospectus are calendar year losses and LAE ratios, except where they are expressly identified as accident year losses and LAE ratios.

Commission Expense Ratio. Commission expense ratio is the ratio (expressed as a percentage) of commission expense to net premiums earned and measures the effectiveness of compensating agents and brokers for the business we have underwritten.

Underwriting and Other Operating Expense Ratio. The underwriting and other operating expense ratio is the ratio (expressed as a percentage) of underwriting and other operating expense to net premiums earned, and measures an insurance company's operational efficiency in producing, underwriting and administering its insurance business.

Combined Ratio. The combined ratio is a measure used in the property and casualty insurance business to show the profitability of an insurer's underwriting, and it represents the percentage of each premium dollar spent on claims and expenses. The combined ratio is the sum of the losses and LAE ratio, the commission expense ratio and the underwriting and other operating expense ratio. The losses and LAE ratio, commission expense ratio and underwriting and other operating expense ratio express the relationship between losses and LAE, commissions and underwriting and other operating expenses (including policyholder dividends), respectively, to net premiums earned. When the combined ratio is below 100%, an insurance company experiences underwriting gain, meaning that claims payments, the cost of settling claims, commissions and underwriting expenses are less than premiums collected. If the combined ratio is at or above 100%, an insurance company cannot be profitable without investment income, and may not be profitable if investment income is insufficient. Companies with lower combined ratios than their peers generally experience greater profitability.

Results of Operations

Nine Months Ended September 30, 2006 Compared to Nine Months Ended September 30, 2005

	Nine Months Ended September 30,		Increase (Decrease) Nine Months Ended September 30, 2006 over Nine Months Ended September 30, 2005	Increase (Decrease) Nine Months Ended September 30, 2006 over Nine Months Ended September 30, 2005
	2005	2006		
	(in thousands, except percentages and percentage points)			
Selected Financial Data:				
Gross premiums written	$ 351,668	$ 310,323	$ (41,345)	(11.8)%
Net premiums written	336,347	299,471	(36,876)	(11.0)
Net premiums earned	331,066	300,137	(30,929)	(9.3)
Net investment income	39,520	49,715	10,195	25.8
Realized (losses) gains on investments	(2,496)	5,660	8,156	(326.8)
Other income	2,929	3,694	765	26.1
Total revenue	371,019	359,206	(11,813)	(3.2)
Losses and LAE	208,246	95,745	(112,501)	(54.0)
Commission expense	36,859	36,762	(97)	(0.3)
Underwriting and other operating expense	47,726	59,151	11,425	23.9
Income taxes	15,083	51,060	35,977	238.5
Net income	$ 63,105	$ 116,488	$ 53,383	84.6%
Selected Operating Data:				
Losses and LAE ratio	62.9%	31.9%	(31.0)	n/a
Commission expense ratio	11.1	12.2	1.1	n/a
Underwriting and other operating expense ratio	14.4	19.7	5.3	n/a
Combined ratio	88.4	63.8	(24.6)	n/a
Net income before impact of LPT Agreement(1)	$ 47,575	$ 101,874	$ 54,299	114.1%

(1) We define net income before impact of LPT Agreement as net income less (i) amortization of deferred reinsurance gain—LPT Agreement and (ii) adjustments to LPT Agreement ceded reserves. Deferred reinsurance gain—LPT Agreement reflects the unamortized gain from our LPT Agreement. Under GAAP, this gain is deferred and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. We periodically reevaluate the remaining direct reserves subject to the LPT Agreement. Our reevaluation results in corresponding adjustments, if needed, to reserves, ceded reserves, reinsurance recoverables and the deferred reinsurance gain, with the net effect being an increase or decrease, as the case may be, to net income. Net income before impact of LPT Agreement is not a measurement of financial performance under GAAP and should not be considered in isolation or as an alternative to net income before income taxes and net income or any other measure of performance derived in accordance with GAAP.

We present net income before impact of LPT Agreement because we believe that it is an important supplemental measure of operating performance to be used by analysts, investors and other interested parties in evaluating us. The LPT Agreement was a non-recurring transaction which does not result in ongoing cash benefits and consequently we believe this presentation is useful in providing a meaningful understanding of our operating performance. In addition, we believe this non-GAAP measure, as we have defined it, is helpful to our management in identifying trends in our performance because the excluded item has limited significance in our current and ongoing operations.

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The table below shows the reconciliation of net income to net income before impact of LPT Agreement for the periods presented:

	Nine Months Ended September 30,	
	2005	2006
	(in thousands)	
Net income	$ 63,105	$ 116,488
Less: Impact of LPT Agreement:		
Amortization of deferred reinsurance gain – LPT Agreement	15,530	14,614
Adjustment to LPT Agreement ceded reserves(a)	—	—
Net income before impact of LPT Agreement	$ 47,575	$ 101,874

(a) Any adjustment to the estimated direct reserves ceded under the LPT Agreement is reflected in losses and LAE for the period during which the adjustment is determined, with a corresponding increase or decrease in net income in the period. There is a corresponding change to the reinsurance recoverables on unpaid losses as well as the deferred reinsurance gain. A cumulative adjustment to the amortization of the deferred gain is also then recognized in earnings so that the deferred reinsurance gain reflects the balance that would have existed had the revised reserves been recognized at the inception of the LPT Agreement. See Note 2 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus. Losses and LAE for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the nine months ended September 30, 2005 and 2006.

Gross premiums written decreased $41.4 million, or 11.8%, to $310.3 million for the nine months ended September 30, 2006 from $351.7 million for the nine months ended September 30, 2005. The decrease in gross premiums written was primarily due to additional rate decreases in California. The average in force policy premium at September 30, 2006 decreased 20% to $12,259 from $15,331 at September 30, 2005. The impact of such rate reductions was partially offset by an increase of approximately 2,100 in the in force policy count in the nine months ended September 30, 2006, as compared to the nine-month period ended September 30, 2005. The majority of the in force policy count increase was attributable to growth in the number of policies written through our strategic distribution partnerships.

Net premiums written decreased $36.8 million, or 11.0%, to $299.5 million for the nine months ended September 30, 2006 from $336.3 million for the nine months ended September 30, 2005. The decrease was primarily attributable to a $41.4 million decrease in gross premiums written. This decrease was partially offset by a relative reduction in ceded premiums. Ceded premiums for the nine months ended September 30, 2006 totaled $10.9 million, or 3.5%, of gross premiums written as compared to $15.3 million, or 4.4%, of gross premiums written for the nine months ended September 30, 2005. The decrease in ceded premiums was due to favorable market trends in reinsurance rates and an increase in the amount of risk we retained under the excess of loss reinsurance treaty, which is reset on June 30 of each year.

Net premiums earned decreased $31.0 million, or 9.3%, to $300.1 million for the nine months ended September 30, 2006 from $331.1 million for the nine months ended September 30, 2005. The decrease in net premiums earned was primarily the result of the decrease in net premiums written for the nine months ended September 30, 2006 as compared to the nine months ended September 30, 2005.

Net investment income increased $10.2 million, or 25.8%, to $49.7 million for the nine months ended September 30, 2006 from $39.5 million for the nine months ended September 30, 2005. The yield on invested assets increased by approximately 0.33 of a percentage point to 4.88%, and our invested assets increased $223.0 million as a result of investment yield and increased operating income. Invested assets increased in the nine months ended September 30, 2006, as a result of favorable net cash flows and an increase in the fair market value of equity securities.

Realized (losses) gains on investments increased $8.2 million due to a gain of $5.7 million for the nine months ended September 30, 2006 from a loss of $(2.5) million for the nine months ended September 30, 2005. The gain was primarily attributable to a $6.1 million gain on the sale of equity securities holdings, the market value of which was influenced by the acquisition or merger of the issuers of such securities during the nine months ended September 30, 2006, offset by an other-than-temporary

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impairment adjustment of $0.4 million. The realized capital loss for the nine months ended September 30, 2005 includes an other-than-temporary impairment adjustment of $2.1 million.

Other income increased $0.8 million, or 26.1%, to $3.7 million for the nine months ended September 30, 2006 from $2.9 million for the nine months ended September 30, 2005. The increase in other income was primarily attributable to interest income derived from the assets held in trust related to our fronting facility with Clarendon.

Losses and LAE decreased $112.5 million, or 54.0%, to $95.7 million for the nine months ended September 30, 2006 from $208.2 million for the nine months ended September 30, 2005. Losses and LAE were 31.9% and 62.9% of net premiums earned for the nine months ended September 30, 2006 and the nine months ended September 30, 2005, respectively. The majority of the decrease was due to an 11.7% downward adjustment in our current accident year loss estimate from 75.7% for the nine months ended September 30, 2005 to 64.0% for the nine months ended September 30, 2006. This adjustment was made after we observed several successive quarters of reduced loss development in California due to the impact of regulatory reforms designed to control loss costs.

The favorable prior accident year reserve development totaled $81.7 million for the nine months ended September 30, 2006, compared to $26.5 million for the nine months ended September 30, 2005. Losses and LAE include amortization of deferred reinsurance gain—LPT Agreement of $14.6 million and $15.5 million in the nine months ended September 30, 2006 and 2005, respectively. Excluding these two items, losses and LAE would have been $192.0 million and $250.3 million, or 64.0% and 75.6% of net premiums earned, for the nine months ended September 30, 2006 and 2005, respectively. Losses and LAE for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the nine months ended September 30, 2006 and 2005.

Commission expense decreased $0.1 million, or 0.3%, to $36.8 million for the nine months ended September 30, 2006 from $36.9 million for the nine months ended September 30, 2005. Commission expense was 12.2% and 11.1% of net premiums earned for the nine months ended September 30, 2006 and the nine months ended September 30, 2005, respectively. The commission expense decrease was primarily the result of the decrease in net premiums earned for the nine months ended September 30, 2006 as compared to the nine months ended September 30, 2005, as discussed above. The decrease in net earned premiums resulted in a $3.3 million decrease in commission expense for the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005. In July 2006, we increased our commission rates from 10% to 12.5% for policies that met certain requirements. The increase in commission rates resulted in an increase of $2.5 million in commission expense for the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005. The commission expense decrease was also partially offset by a $0.7 million refund of the calendar year 2004 Nevada assigned risk market servicing carrier allowance recorded in the nine months ended September 30, 2005.

Underwriting and other operating expense increased $11.5 million, or 23.9%, to $59.2 million for the nine months ended September 30, 2006 from $47.7 million for the nine months ended September 30, 2005. The increase is composed of a $4.7 million increase in payroll and employee benefits, a $2.3 million increase in technology maintenance and depreciation and a $4.8 million increase in professional fees for the nine months ended September 30, 2006 as compared to the nine months ended September 30, 2005. The increase in payroll and employee benefits were incurred to support increased in force policy count. The increase of professional fees was due to the incurrence of expenses related to the conversion, Sarbanes-Oxley Act compliance and internal audit expenses.

Income taxes increased $36.0 million, or 238.5%, to $51.1 million for the nine months ended September 30, 2006 from $15.1 million for the nine months ended September 30, 2005. The increase in income taxes was primarily due to an $89.4 million increase in pre-tax income for the nine months ended September 30, 2006.

Net income increased $53.4 million, or 84.6%, to $116.5 million for the nine months ended September 30, 2006 from $63.1 million for the nine months ended September 30, 2005. The net income increase was primarily due to the decrease in our losses and LAE relative to net premiums earned, as

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measured by the calendar year losses and LAE ratio decline of 31.0 percentage points, from 62.9%, as of September 30, 2005, to 31.9% as of September 30, 2006. This decline was primarily due to redundancies in loss reserves for prior accident years arising because of the impact of the regulatory reforms. Net income includes amortization of deferred reinsurance gain—LPT Agreement of $14.6 million and $15.5 million in the nine months ended September 30, 2006 and 2005, respectively. Excluding this item, net income would have been $101.9 million and $47.6 million in the nine months ended September 30, 2006 and 2005, respectively. Net income for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the nine months ended September 30, 2006 and 2005.

Losses and LAE ratio decreased 31.0 percentage points, to 31.9%, for the nine months ended September 30, 2006 from 62.9% for the nine months ended September 30, 2005. As discussed under ‘‘—Losses and LAE’’ above, decrease in the losses and LAE ratio was primarily due to recognition of favorable development for prior accident years recognized through the nine months ended September 30, 2006. The losses and LAE ratio include amortization of deferred reinsurance gain—LPT Agreement of $14.6 million and $15.5 million for the nine months ended September 30, 2006 and 2005, respectively. Excluding this item, the losses and LAE ratio would have been 36.8% and 67.6% in the nine months ended September 30, 2006 and 2005, respectively. The losses and LAE ratio for the nine months ended September 30, 2005 and 2006 did not include any adjustment to LPT Agreement ceded reserves, as our reevaluation of the direct reserves subject to the LPT Agreement did not result in an adjustment for the periods ended September 30, 2006 and 2005.

Commission expense ratio increased 1.1 percentage points, to 12.2%, for the nine months ended September 30, 2006 from 11.1% for nine months ended September 30, 2005. The commission expense ratio increase was primarily due to an increase in the Nevada assigned risk market assessment in combination with the impact of premium rate declines in California, the result of regulatory reforms.

Underwriting and other operating expense ratio increased by 5.3 percentage points, to 19.7%, for the nine months ended September 30, 2006 from 14.4% for the nine months ended September 30, 2005. The underwriting and other operating expense ratio increase was primarily due to an increase in payroll and employee benefits expense, which were incurred to support increased in force policy count.

Combined ratio decreased 24.6 percentage points, to 63.8%, for the nine months ended September 30, 2006 from 88.4% for the nine months ended September 30, 2005. The combined ratio decrease was primarily due to the decreased losses and LAE ratio that was partially offset by increased commission expense and underwriting and other operating expense ratios.

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Year Ended December 31, 2005 Compared to Year Ended December 31, 2004

	Year Ended December 31,	Increase (Decrease)	Increase (Decrease)

	2004	2005	2005 Over 2004	2005 Over 2004
	(in thousands, except percentages and percentage points)			
Selected Financial Data:				
Gross premiums written	$ 437,694	$ 458,671	$ 20,977	4.8%
Net premiums written	417,914	439,721	21,807	5.2
Net premiums earned	410,302	438,250	27,948	6.8
Net investment income	42,201	54,416	12,215	28.9
Realized gains (losses) on investments	1,202	(95)	(1,297)	(107.9)
Other income	2,950	3,915	965	32.7
Total revenue	456,655	496,486	39,831	8.7
Losses and LAE	229,219	211,688	(17,531)	(7.6)
Commission expense	55,369	46,872	(8,497)	(15.3)
Underwriting and other operating expense	65,492	69,934	4,442	6.8
Income taxes	11,008	30,394	19,386	176.1
Net income	$ 95,567	$ 137,598	$ 42,031	44.0%
Selected Operating Data:				
Losses and LAE ratio	55.9%	48.3%	(7.6)	n/a
Commission expense ratio	13.5	10.7	(2.8)	n/a
Underwriting and other operating expense ratio	16.0	16.0	0.0	n/a
Combined ratio	85.4	75.0	(10.4)	n/a
Net income before impact of LPT Agreement(1)	$ 72,824	$ 93,842	$ 21,018	28.9%

(1) We define net income before impact of LPT Agreement as net income less (i) amortization of deferred reinsurance gain—LPT Agreement and (ii) adjustments to the LPT Agreement ceded reserves. For a discussion of the usefulness to investors of, and the purposes for which we utilize, net income before impact of LPT Agreement, see ''—Nine Months Ended September 30, 2006 Compared to Nine Months Ended September 30, 2005'' and ''Selected Historical Consolidated Financial and Other Data.''

The table below shows the reconciliation of net income to net income before impact of LPT Agreement for the periods presented:

	Year Ended December 31,	
	2004	2005
	(in thousands)	
Net income	$ 95,567	$ 137,598
Less: Impact of LPT Agreement:		
Amortization of deferred reinsurance gain – LPT Agreement	20,296	16,891
Adjustment to LPT Agreement ceded reserves	2,447	26,865
Net income before impact of LPT Agreement	$ 72,824	$ 93,842

Gross premiums written increased $21.0 million, or 4.8%, in 2005 to $458.7 million from $437.7 million in 2004. The increase in gross premiums written in 2005 was primarily due to an increase of approximately 1,650 in the in force policy count for the year ended December 31, 2005 as compared to the year ended December 31, 2004. The increase of our in force policy count can be attributed largely to growth in the number of policies written through our strategic distribution partnerships, which accounted for 62.0% of the in force policy count increase. The average in force policy premium decreased slightly to $14,618 in 2005 from $15,773 in 2004.

Net premiums written increased $21.8 million, or 5.2%, to $439.7 million in 2005 from $417.9 million in 2004. The net premiums written increase was primarily attributable to the increase in gross premiums

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written. Ceded premiums for the year ended December 31, 2005 totaled $19.0 million, or 4.1%, of gross premiums written as compared to $19.8 million, or 4.5%, of gross premiums written for the year ended December 31, 2004.

Net premiums earned increased $28.0 million, or 6.8%, to $438.3 million in 2005 from $410.3 million in 2004. This increase was primarily due to the increase of gross premiums written during the same period which resulted in higher net premiums earned in the year ended December 31, 2005 compared to the year ended December 31, 2004.

Net investment income increased by $12.2 million, or 28.9%, to $54.4 million in 2005 from $42.2 million in 2004 as a result of an increase in the size of our investment portfolio. During 2005, our invested assets increased by $237.5 million and the yield on invested assets increased by approximately 0.24 of a percentage point to 4.72%, as compared, in each case, to 2004. Investment expense attributable to portfolio management and custodial fees decreased by $0.2 million over the year ended December 31, 2005. Invested assets increased in the year ended December 31, 2005 principally as a result of favorable net cash flows and an increase in the fair market value of equity securities. For the years ended December 31, 2005, 2004 and 2003, the fair value of equity securities increased by $10.6, $23.9 and $52.8 million, respectively.

Realized gains (losses) on investments decreased $1.3 million, or 107.9%, to $(0.1) million in 2005 from $1.2 million in 2004. Our investment activity was driven by the continued long term effort to increase after-tax income and resulted in the sale of corporate and mortgage bonds as well as equity securities. The resulting transactions generated nominal net realized losses which were offset by the overall yield increase.

Other income increased $0.9 million, or 32.7%, to $3.9 million in 2005 compared to $3.0 million in 2004. The increase in other income was primarily attributable to interest income earned on assets held in trust related to our fronting facility with Clarendon.

Losses and LAE decreased $17.5 million, or 7.6%, to $211.7 million in 2005 from $229.2 million in 2004. Losses and LAE were 48.3% and 55.9% of net premiums earned in 2005 and 2004, respectively. The decrease was primarily the net result of favorable development on prior accident year reserves, totaling $78.1 million. Losses and LAE include amortization of deferred reinsurance gain—LPT Agreement of $16.9 million and $20.3 million in 2005 and 2004, respectively, and change in LPT Agreement ceded reserves of $26.9 million and $2.4 million in 2005 and 2004, respectively. The increase in the reduction in the ceded reserves related to the LPT Agreement was due to continued favorable loss development. Excluding these items, losses and LAE would have been $255.5 million and $252.0 million, or 58.3% and 61.4% of net premiums earned, in 2005 and 2004, respectively.

Commission expense decreased $8.5 million, or 15.3%, to $46.9 million in 2005 from $55.4 million in 2004. Commission expense was 10.7% and 13.5% of net premiums earned in 2005 and 2004, respectively. The commission expense decrease was primarily due to reduced fronting facility fee expenses of $4.7 million. We entered into a fronting facility in July 2002 in connection with the Fremont acquisition. The entry into the inter-company reinsurance pooling agreement allowed us to exit the fronting arrangement with Clarendon and thereby reduced fronting fees in 2003 and eliminate or pay the last of such fees in 2004. See ''Overview—Expenses'' and ''Business—Inter-company Reinsurance Pooling Agreement.'' In addition, there was a favorable increase of $3.8 million in the estimated contingent commission to be received under the LPT Agreement.

Underwriting and other operating expense increased $4.4 million, or 6.8%, to $69.9 million in 2005 from $65.5 million 2004. Underwriting and other operating expense was 16.0% for each of the years. The increase in total underwriting and other operating expense was primarily due to the increase in gross premiums written of $21.0 million and recovery in 2004 of receivable premium accounts previously considered uncollectible of $4.0 million. This recovery is considered a one-time event and is not expected to recur.

Income taxes increased $19.4 million, or 176.1%, to $30.4 million in 2005 from $11.0 million in 2004. The income taxes increase was primarily to due to an increase in pre-tax net income of $56.3 million for the year

ended December 31, 2005.

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Net income increased $42.0 million, or 44.0%, to $137.6 million in 2005 from $95.6 million in 2004. Net income was significantly impacted by our losses and LAE relative to the net premiums earned as indicated by losses and LAE ratios of 48.3% and 55.9% in 2005 and 2004, respectively. Net income includes amortization of deferred reinsurance gain—LPT Agreement of $16.9 million and $20.3 million in 2005 and 2004, respectively, and change in LPT Agreement ceded reserves of $26.8 million and $2.4 million in 2005 and 2004, respectively. Excluding these items, net income would have been $93.8 million and $72.8 million in 2005 and 2004, respectively.

Losses and LAE ratio decreased by 7.6 percentage points, to 48.3%, in 2005 from 55.9% in 2004. The decrease was primarily attributable to favorable prior year loss development of $78.1 million. The losses and LAE ratio includes amortization of deferred reinsurance gain—LPT Agreement of $16.9 million and $20.3 million in 2005 and 2004, respectively, and change in LPT Agreement ceded reserves of $26.8 million and $2.4 million in 2005 and 2004, respectively. Excluding these items, the losses and LAE ratio would have been 58.3% and 61.4% in 2005 and 2004, respectively.

Commission expense ratio decreased by 2.8 percentage points, to 10.7%, in 2005 from 13.5% in 2004. The decrease was due to the decrease in fronting facility fee expense of $3.6 million and favorable increase of $3.8 million in the estimated contingent commission to be received under the LPT Agreement.

Underwriting and other operating expense ratio was 16.0% in both 2005 and 2004. In each of these years, the respective totals were comprised of salary and premium tax expenses.

Combined ratio decreased by 10.4 percentage points, to 75.0%, in 2005 from 85.4% in 2004. The combined ratio decrease was primarily due to the decreases in the losses and LAE and commission expense ratios of 7.6 and 2.8 percentage points, respectively.

Year Ended December 31, 2004 Compared to Year Ended December 31, 2003

	Year Ended December 31,		Increase (Decrease) 2004 Over 2003	Increase (Decrease) 2004 Over 2003
	2003	2004		
	(in thousands, except percentages and percentage points)			
Selected Financial Data:				
Gross premiums written	$ 337,089	$ 437,694	$ 100,605	29.8%
Net premiums written	297,649	417,914	120,265	40.4
Net premiums earned	298,208	410,302	112,094	37.6
Net investment income	26,297	42,201	15,904	60.5
Realized gains (losses) on investments	5,006	1,202	(3,804)	(76.0)
Other income	1,602	2,950	1,348	84.1
Total revenue	331,113	456,655	125,542	37.9
Losses and LAE	118,123	229,219	111,096	94.1
Commission expense	56,310	55,369	(941)	(1.7)
Underwriting and other operating expense	56,738	65,492	8,754	15.4
Income taxes	3,720	11,008	7,288	195.9
Net income	$ 96,222	$ 95,567	$ (655)	(0.7)%
Selected Operating Data:				
Losses and LAE ratio	39.6%	55.9%	16.3	n/a
Commission expense ratio	18.9	13.5	(5.4)	n/a
Underwriting and other expense ratio	19.0	16.0	(3.0)	n/a
Combined ratio	77.5	85.4	7.9	n/a
Net income before impact of LPT Agreement(1)	$ 46,098	$ 72,824	$ 26,726	58.0%

(1) We define net income before impact of LPT Agreement as net income less (i) amortization of deferred reinsurance gain—LPT Agreement and (ii) adjustments to LPT Agreement ceded reserves. For a discussion of the usefulness to investors of, and the purposes for which we utilize, net income before impact of LPT Agreement, see ''—Nine Months Ended September 30, 2006 Compared to Nine Months Ended September 30, 2005'' and ''Selected Historical Consolidated Financial and Other Data.''

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The table below shows the reconciliation of net income to net income before impact of LPT Agreement for the periods presented:

	Year Ended December 31,	
	2003	2004
	(in thousands)	
Net income	$ 96,222	$ 95,567
Less: Impact of LPT Agreement:		
Amortization of deferred reinsurance gain – LPT Agreement	19,015	20,296
Adjustment to LPT Agreement ceded reserves	31,109	2,447
Net income before impact of LPT Agreement	$ 46,098	$ 72,824

Gross premiums written increased $100.6 million, or 29.8%, to $437.7 million in 2004 from $337.1 million in 2003. In force policy count increased by approximately 1,000 between December 31, 2004 and December 31, 2003. This increase was principally attributable to an increase in the number of in force policies associated with our strategic distribution partnerships, which increased by 16% in 2004 compared to 2003, partially offset by a 17.8% decrease in force policy counts in Nevada in 2004 as compared to 2003. In addition, in 2004, the average premium per in force policies increased $1,436 to $15,773 from $14,337 in 2003, primarily due to the elimination of smaller accounts in Nevada.

Net premiums written increased $120.3 million, or 40.4%, to $417.9 million in 2004 from $297.6 million in 2003. The increase was primarily attributable to growth in gross premiums written of $100.6 million. Net premiums written were also affected by a decrease in the amount of premiums ceded under reinsurance agreements. Ceded premiums for the year ended December 31, 2004 totaled $19.8 million, or 4.5% of gross premiums written, as compared to $39.4 million, or 11.7% of gross premiums written, for the year ended December 31, 2003. Ceded premiums in 2003 consisted primarily of the $32.8 million ceded to NICO under the novation agreement entered into with Gerling in accordance with the provisions of the LPT Agreement which require the replacement of Gerling as a reinsurer thereunder because its A.M. Best rating had dropped below ''A−.''

Net premiums earned increased $112.1 million, or 37.6%, to $410.3 million in 2004 from $298.2 million in 2003. This increase was primarily due to an increase in gross premiums written of $100.6 million during 2004 as compared to 2003. Ceded premiums were substantially lower in 2004 than in 2003, causing a corresponding increase in our net premiums earned.

Net investment income increased $15.9 million, or 60.5%, to $42.2 million in 2004 from $26.3 million in 2003. This increase was primarily due to an increase in invested assets of $93.2 million in 2004 as compared to 2003 and an increase in yield on invested assets of approximately 1.40 percentage points, to 4.48%, in 2004 from 3.08% in 2003. Invested assets increased in the year ended December 31, 2004 principally as a result of favorable net cash flows and an increase in the fair market value of equity securities. For the years ended December 31, 2005, 2004 and 2003, the fair value of equity securities increased by $10.6, $23.9 and $52.8 million, respectively.

Realized gains (losses) on investments decreased $3.8 million, or 76.0%, to $1.2 million in 2004 from $5.0 million in 2003. Beginning in 2004, the number of portfolio managers was substantially reduced from seven to one and the overall strategy changed to maximizing economic value subject to regulatory and rating agency constraints. The net realized gains were primarily attributable to security sales in accordance with our investment strategy.

Other income increased $1.4 million, or 84.1%, to $3.0 million in 2004 from $1.6 million in 2003. The increase in other income was primarily attributable to interest income earned on certain assets held in trust related to our fronting facility with Clarendon.

Losses and LAE increased $111.1 million, or 94.1%, to $229.2 million in 2004 from $118.1 million in 2003. Losses and LAE were 55.9% and 39.6% of net premiums earned in 2004 and 2003, respectively. The increase in losses and LAE was primarily due to favorable reserve development on prior accident years recorded in 2003 of $69.2 million. Losses and LAE include amortization of deferred reinsurance gain—LPT Agreement of $20.3 million and $19.0 million in 2004 and 2003, respectively, and change in LPT Agreement ceded reserves of $2.4 million and $31.1 million in 2004 and 2003, respectively. Excluding

these items, losses and LAE would have been $252.0 million and $168.2 million, or 61.4% and 56.4% of net premiums earned, in 2004 and 2003, respectively.

Commission expense decreased $0.9 million, or 1.7%, to $55.4 million in 2004 from $56.3 million in 2003. Commission expense was 13.5% and 18.9% of net premiums earned in 2004 and 2003, respectively. The change in commission expense was nominal from 2004 to 2003.

Underwriting and other operating expense increased $8.8 million, or 15.4%, to $65.5 million in 2004 from $56.7 million in 2003. Underwriting and other operating expense was 16.0% and 19.0% of net premiums earned in 2004 and 2003, respectively. The increase was primarily due to increased salaries related to headcount additions of $3.7 million, management restructuring charges of $2.0 million and professional services of $1.0 million, in each case, in 2004. The headcount additions were in support of the in force policy increase, and the management restructuring and professional services expenses were related to the integration of Fremont.

Income taxes increased $7.3 million, or 195.9%, to $11.0 million in 2004 from $3.7 million in 2003. The increase in income taxes was primarily due to a pre-2000 reserve reduction relating to the LPT Agreement taken in 2003 in addition to increased amortization of deferred reinsurance gain—LPT Agreement. Pre-tax income increased $6.6 million, or 6.6%, to $106.6 million in 2004 from $99.9 million in 2003.

Net income decreased $0.6 million, or 0.7%, to $95.6 million in 2004 from $96.2 million in 2003. Net income was significantly impacted by our losses and LAE relative to the net premiums earned as indicated by losses and LAE ratios of 55.9% and 39.6% in 2004 and 2003, respectively. Net income includes amortization of deferred reinsurance gain—LPT Agreement of $20.3 million and $19.0 million in 2004 and 2003, respectively, and change in LPT Agreement ceded reserves of $2.4 million and $31.1 million in 2004 and 2003, respectively. Excluding these items, net income would have been $72.8 million and $46.1 million in 2004 and 2003, respectively.

Losses and LAE ratio increased by 16.3 percentage points, to 55.9%, in 2004 from 39.6% in 2003. The losses and LAE ratio increase was primarily due to the favorable reserve development of $69.2 million recorded in 2003 and the impact on net earned premiums of the $32.8 million of ceded premiums related to the reinsurance novation involving Gerling and NICO as required by the LPT Agreement. The losses and LAE ratio includes amortization of deferred reinsurance gain—LPT Agreement of $20.3 million and $19.0 million in 2004 and 2003, respectively, and change in LPT Agreement ceded reserves of $24.4 million and $31.1 million in 2004 and 2003, respectively. Excluding these items, the losses and LAE ratio would have been 61.4% and 56.4% in 2004 and 2003, respectively.

Commission expense ratio decreased by 5.4 percentage points, to 13.5%, in 2004 from 18.9% in 2003. The decrease was primarily due to the nominal change of $0.9 million in overall commission expenses in 2004 over 2003 and the increase in net premiums earned of $112.1 million.

Underwriting and other operating expense ratio decreased by 3.0 percentage points, to 16.0%, in 2004 from 19.0% in 2003. The decrease was primarily due to the increase in net premiums earned of $112.1 million.

Combined ratio increased by 7.9 percentage points, to 85.4%, in 2004 from 77.5% in 2003. The combined ratio increase was primarily due to the increase in the losses and LAE ratio of 16.3 percentage points and the partial offset provided from the decreases in the commission expense and underwriting and other operating expense ratios.

Liquidity and Capital Resources

Operating Cash and Short-Term Investments

Parent Company. The primary source of cash for EIG is dividends received from our insurance subsidiaries. The primary uses of cash are expected to be dividend payments on our common stock, repurchases of our common stock as described in ‘‘—Stock Repurchases’’ and parent holding company expenses. Our board of directors currently intends to authorize the payment of a dividend of $ per share of our common stock per quarter to our stockholders of record beginning in the quarter of 2007. Any determination to pay dividends will be at the discretion of our board of directors and will be

dependent upon our subsidiaries' payment of dividends and/or other statutorily permissible payments to us, our results of operations and cash flows, our financial position and capital requirements, general business conditions, any legal, tax, regulatory and contractual restrictions on the payment of dividends (including those described under ‘‘Regulation—Financial, Dividend and Investment Restrictions’’), and any other factors our board of directors deems relevant. There can be no assurance that we will declare and pay any dividends. Management also intends to recommend to our board of directors that the board authorize a stock repurchase program. See ‘‘—Stock Repurchases.’’ There can be no assurance that we will undertake any repurchases of our common stock pursuant to the program.

Operating Subsidiaries. The primary sources of cash for EICN and ECIC, our insurance operating subsidiaries, are funds generated from operations, asset maturities and income received from investments. We monitor cash flows at both the consolidated and subsidiary levels. We use trend and variance analyses to project future cash needs before making adjustments to the forecasts when needed. Additional sources of cash flow include the sale of invested assets. Cash provided from these sources has historically been used primarily for claims and claims adjustment expense payments and operating expenses. In the future, we also expect to have

sufficient cash from these sources for the payment of dividends to parent holding companies to the extent permitted by law. See ‘‘—Dividend Capacity.’’

Both internal and external forces influence our financial condition, results of operations and cash flows. Claims settlements, premium rate levels and investment returns may be impacted by changing rates of inflation and other economic conditions. In many cases, significant periods of time, ranging up to several years or more, may lapse between the occurrence of an insured loss, the reporting of the loss to us and the settlement of the liability for that loss. The exact timing of the payment of claims and benefits cannot be predicted with certainty. In addition, catastrophe claims, the timing and amount of which are inherently unpredictable, may create increased liquidity requirements.

Our net cash flows are generally invested in marketable securities. We closely monitor the duration of these investments, and investment purchases and sales are executed with the objective of having adequate funds available for the payment of claims. As our investment strategy focuses on asset and liability durations, and not specific cash flows, asset sales may be required to satisfy obligations or rebalance asset portfolios. At September 30, 2006, 85% of our investment portfolio consisted of fixed maturity and short-term investments and 15% consisted of equity securities.

We believe that our liquidity needs through 2008, including remaining expenses with respect to our information technology systems of approximately $5 million, arising in the ordinary course of business at both the parent holding company and insurance subsidiary levels, will be met from all of the above sources. We are not currently planning to make significant capital expenditures in 2006 or 2007, and we believe we do not need additional surplus to support our near-term growth strategy.

Dividend Capacity

See the charts set forth under ‘‘The Conversion’’ in this prospectus for a description of our structure to be in effect upon the consummation of the conversion and the completion of this offering. As of September 30, 2006, EIG had assets, excluding its investment in subsidiaries, of $1.4 million, comprised of cash and capitalized costs related to this offering. EIG's liabilities at such date were $4.7 million, comprised of an intercompany loan for conversion and offering expenses to be repaid upon the completion of the conversion and this offering. The ability of EIG to pay dividends on our common stock, to repurchase common stock and to pay other expenses, will be dependent, to a significant extent, upon the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to EIG.

Nevada law limits the payment of cash dividends by EICN to its immediate holding company by providing that payments cannot be made except from available and accumulated surplus money otherwise unrestricted (unassigned) and derived from realized net operating profits and realized and unrealized capital gains. A stock dividend may be paid out of any available surplus. A cash or stock dividend otherwise prohibited by these restrictions may be declared and distributed upon the prior approval of the Nevada Commissioner of Insurance, except that prior notice of extraordinary distributions by EICN to its intermediate holding company must be given to the Nevada Commissioner of Insurance who must approve or disapprove the distribution within 30 days of such notice.

As the direct owner of ECIC, EICN will be the direct recipient of any dividends paid by ECIC. The ability of ECIC to pay dividends to EICN is limited by California law, which provides that the appropriate insurance regulatory authorities in the State of California must approve (or, within a 30-day notice period, not disapprove) any dividend that, together with all other such dividends paid during the preceding 12 months, exceeds the greater of: (a) 10% of the paying company's statutory surplus as regards policyholders at the preceding December 31; or (b) 100% of the net income for the preceding year. The maximum pay-out that may be made by ECIC to EICN during 2006 without prior approval is $44.6 million. California regulations require that in addition to applying the NAIC's statutory accounting practices, insurance companies must record, under certain circumstances, an additional liability, called an ‘‘excess statutory reserve.’’ If the workers' compensation losses and LAE ratio is less than 65% in each of the three most recent accident years, the difference is recorded as an excess statutory reserve. The excess statutory reserves required by such regulations reduced ECIC's statutory-basis surplus by $7.5 million to $277.2 million at December 31, 2005, as filed and reported to the regulators. There were no excess statutory reserves for December 31, 2004.

As of December 31, 2004 and 2005 and September 30, 2006, EICN had total surplus of $430.7 million, $530.6 million and $625.9 million, respectively. Total surplus is comprised of special surplus funds of $629.3 million at December 31, 2004 and $602.5 million at both of December 31, 2005 and September 30, 2006, and negative unassigned surplus of $198.7 million and $71.9 million as of December 31, 2004 and 2005, respectively, and positive unassigned surplus of $23.4 million as of September 30, 2006. Special surplus is a capital account that equals the initial gain recorded from the LPT Agreement less adjustments resulting from decreases in the estimated ultimate losses covered by the LPT Agreement. We initially established a special surplus of $750 million in 1999, representing the total consideration paid, less the reinsurers' margin, under the LPT Agreement. This amount has been adjusted downward because of changes in estimates of ultimate losses through September 30, 2006 of $147 million. Unassigned surplus is the aggregation of historical results of operations. At our inception in 2000, we assumed the accumulated deficit, or negative unassigned surplus, of the Fund of $522.6 million. Since that time the results of operations have reduced negative unassigned surplus as described above. For statutory reporting, the gain from the LPT Agreement is reported as a segregated surplus account and not reported as unassigned surplus until we have recovered amounts in excess of the consideration paid or have recognized favorable development in the ceded reserves. Our unassigned surplus has continually improved due to profitable operations and favorable development such that, as mentioned above, at September 30, 2006, EICN had positive unassigned surplus of $23.4 million. Accordingly, at September 30, 2006, EICN had the capability of paying a dividend to us of up to $23.4 million without the prior written approval of the Nevada Commissioner of Insurance.

On October 17, 2006, the Nevada Division of Insurance granted EICN permission to pay us up to an additional $55 million in one or more extraordinary dividends subsequent to the successful completion of this offering and before December 31, 2008. The payment of such dividends is conditioned upon the expiration of the underwriters' over-allotment option period, prior repayment of any expenses of EIG and its subsidiaries arising from the conversion and this offering, the exhaustion of any proceeds retained by EIG from this offering, maintaining such RBC total adjusted capital in EICN of above a specified level on the date of declaration and payment of any particular extraordinary dividend after taking into account the effect of such dividend, and maintaining all required filings with the Nevada Division of Insurance. The dividend may be used to pay dividends to stockholders, to repurchase stock and/or general corporate purposes, other than to increase executive compensation.

At September 30, 2006, assuming the timing conditions described in the preceding paragraph had been satisfied, EICN would have had RBC total adjusted capital in excess of the level permitting it to pay the entire $55 million extraordinary dividend to us.

Cash Flows

We monitor cash flows at both the consolidated and subsidiary levels. We use trend and variance analyses to project future cash needs making adjustments to the forecasts when needed.

The table below shows our recent net cash flows:

	For the Twelve Months Ended December 31,			For the Nine Months Ended September 30,	
	2003	2004	2005	2005	2006
			(in thousands)		
Cash and cash equivalents provided by (used in):					
Operating activities	$ 4,570	$ 213,116	$ 258,098	$ 184,579	$ 125,064
Investing activities	(121,708)	(318,915)	(257,429)	(167,936)	(120,182)
Increase (decrease) in cash and cash equivalents	$ (117,138)	$ (105,799)	$ 669	$ 16,643	$ 4,882

Cash Flows For the Nine Months Ended September 30, 2006 and 2005. The key changes of the net cash inflow of $4.9 million for the nine months ended September 30, 2006 were the net cash provided by operations of $125.1 million and the net investment purchases of $120.2 million compared to net cash from operations of $184.6 and net investment purchases of $167.9 for the nine months ended September 30, 2005. The decrease in net cash from operations for the nine months ended September 30, 2006 was primarily due to a decrease in net premiums.

Cash Flows For the Year Ended December 31, 2005 and 2004. The key changes of the net cash inflow of $0.7 million for the year ended December 31, 2005 were due to the increase of premiums received of $447.4 million, as compared to premiums received of $415.7 million for the year ended December 31, 2004.

Cash Flows For the Year Ended December 31, 2004 and 2003. The key changes of the net cash outflow of $105.8 million for the year ended December 31, 2004 were due to the increase of premiums received of $415.7 million, as compared to premiums received of $294.2 million for the year ended December 31, 2003.

Stock Repurchases

Following the completion of this offering, our management intends to recommend to our board of directors that the board authorize a stock repurchase program of up to an aggregate amount of $75 million of our shares of common stock in 2007 and up to an aggregate amount of $50 million of our shares of common stock in 2008. If the plan is authorized, we may make purchases of our common stock under the program up to such amounts from time to time, in the open market or in privately negotiated transactions, at such prices and on such terms as may be determined by our board of directors (or an authorized committee of our board of directors) out of funds legally available therefore and subject to applicable law.

The actual amount of stock repurchased, if any, will be subject to the discretion of our board of directors and will be dependent on various factors, including market conditions, legal, tax, regulatory and contractual restrictions on repurchases (including legal restrictions affecting the amount and timing of repurchase activity), our capital position, the performance of our investment portfolio, our results of operations and cash flows, our financial position and capital requirements, general business conditions, alternative potential investment opportunities available to us and any other factors our board of directors deems relevant. There can be no assurance that we will undertake any repurchases of our common stock pursuant to the program.

In addition, our ability to fund any repurchases of our common stock under the stock repurchase program will depend on the surplus and earnings of our subsidiaries and their ability to pay dividends or to advance or repay funds, and, in particular, upon the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to EIG. See ‘‘Dividend Policy’’ and ‘‘Risk Factors—Risks Related to Our Business’’ for a discussion of the restrictions on our subsidiaries' ability to pay dividends.

Regulation

The NAIC has developed a system to test the adequacy of statutory capital, known as ‘‘risk-based capital,’’ which has been adopted in all of the states in which we operate. This system establishes the minimum amount of capital and surplus calculated in accordance with statutory accounting principles,

necessary for an insurance company to support its overall business operations. It identifies insurers that may be inadequately capitalized by looking at certain inherent risks of each insurer's assets and liabilities and its mix of net premiums written. Insurers falling below a calculated threshold may be subject to varying degrees of regulatory action, including supervision, rehabilitation or liquidation. The need to maintain our risk-based capital level may prevent us from expanding our business or meeting strategic goals in a timely manner. However, failure to maintain our risk-based capital at the required levels could adversely affect the ability of our insurance subsidiaries to maintain regulatory authority to conduct our business. For further information, see the discussion of risk-based capital under ‘‘Regulation—Risk-Based Capital Requirements.’’

Reinsurance

We purchase excess of loss reinsurance to protect us against severe claims and catastrophic events. We re-evaluate our reinsurance program annually, taking into consideration a number of factors, including the impact of exposure aggregation on our statutory surplus and reinsurance cost, availability and coverage terms. Our philosophy is to purchase excess of loss reinsurance as our management believes it is an effective use of our capital position. We also use a small amount of facultative reinsurance, which is a type of reinsurance in which individual risks are offered by the ceding insurer to a reinsurer who has the right to accept or reject each risk. Our retention, total limits and program terms may change after this offering based on this cost/benefit of retaining more risk, management's view of the need for higher limits and the price/availability of reinsurance. Effective July 1, 2006, our excess of loss reinsurance provides us with coverage for each loss in excess of $4 million (our loss retention) up to $175 million (our total limit), subject to an aggregate loss cession limitation, or the amount by which reinsurance will accept losses, in the first layer of our reinsurance coverage of $18 million. This means we are solely responsible for all losses of less than $4 million and more than $175 million. For any loss to a single person involving the second through sixth layer of our reinsurance program, our loss is limited to $7.5 million. Additionally, our second through sixth layers (which is for $165 million in excess of $10 million in losses) are limited to one mandatory reinstatement with an additional premium.

With the acquisition of the renewal rights of Fremont, as of July 1, 2002, we continued with Fremont's existing reinsurance program retention of $1 million. EICN's retention was $2.5 million in 2002. We chose to maintain Fremont's existing retention for a number of reasons, including: (1) management's decision to take a conservative approach to the renewing book of business, (2) the state of the California market at the time, (3) to encourage reinsurer participation in the program and (4) the potential effect a change could have had on our financial ratings. The following year, our program evolved into a primary program with split retentions in the first $10 million and a common excess program above this amount. That is, EICN and ECIC had different loss retentions within the first $10 million layer of reinsurance, but identical loss retentions in excess of $10 million. As of July 1, 2004, we increased the retention for ECIC to $1.5 million, continued our retention of $2.5 million for EICN, and purchased a total limit of $100 million.

In 2005, management commissioned a study from an outside consultant to evaluate our reinsurance program. The consultant reported on industry benchmarks for retention ranging between 0.5% and 1% of surplus. As a result, we increased the retention for ECIC to $2.5 million as of July 1, 2005. The retention for EICN remained at $2.5 million and the total limit was raised to $125 million. As of July 1, 2006, we eliminated the split program and increased our retention and limits to our present levels noted above. The decision to increase the

retention was driven by management's view that our capital position supported the increase and our objective to purchase higher limits based on the growth of our book of business.

Our July 1, 2006 reinsurance program is supported by twenty-five reinsurers. Endurance Specialty Insurance Ltd., or Endurance Re, and Aspen Insurance UK Limited, or Aspen Re, each reinsure more than 10% of our total reinsurance limit of $175 million. Endurance Re participates in each layer in excess of $10 million and Aspen Re participates in each layer in excess of $4 million. Together, Endurance Re and Aspen Re support 25.2% of our total reinsurance limit. Endurance Re is rated A− (Excellent) by A.M. Best and A− (Strong) by Standard & Poor's. Aspen Re is rated A (Excellent) by A.M. Best and A (Strong) by Standard & Poor's. Management believes these reinsurers have the requisite financial strength to support their participation in our reinsurance program. A summary of our reinsurance premium and incurred losses is as follows:

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	Year Ended December 31,					Nine Months Ended September 30,
	2001	2002	2003	2004	2005	2006
	(in thousands)					
Gross premiums written	$ 120,732	$ 197,202	$ 337,089	$ 437,694	$ 458,671	$ 310,323
Ceded premiums written	5,969	10,253	39,441(1)	19,780	18,950	10,852
Percentage ceded	4.9%	5.2%	11.7%	4.5%	4.1%	3.5%
Ceded losses and LAE incurred(2)	25,056	33,732	24,580	33,327	36,506	13,247
Ceded paid losses	52,383	47,044	47,515	46,838	45,975	34,064

(1) Includes $32.8 million ceded to NICO under the agreement entered into in 2003 with Gerling in accordance with the provisions of the LPT Agreement which required the replacement of Gerling as a reinsurer when its A.M. Best rating dropped below ''A−.''

(2) Includes the change in the deferred gain on the LPT Agreement. See Note 2, Reinsurance, in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus. See also ''Selected Historical Consolidated Financial and Other Data'' for respective dollar amounts.

The current excess of loss reinsurance program has had and is expected to have a minor impact on our results of operations and cash flows, due to the nature of excess of loss programs and the retentions we maintain. For the five- year period ended December 31, 2005, the expected reinsurance recoveries closely offset the premium cost to us. Cash outflows for premium payments have averaged approximately $12.0 million a year for the five-year period ended December 31, 2005, with future cash recoveries expected to approximate the same amount.

The impact of the LPT Agreement is discussed further in ''Selected Historical Consolidated Financial and Other Data.'' Average cash recoveries received under the LPT Agreement for the five-year period ended December 31, 2005 were approximately $45.0 million per year.

At September 30, 2006, we carried a total of $1.1 billion of reinsurance recoverables for paid and unpaid losses and LAE. Of the $1.1 billion in reinsurance recoverable, $11.5 million is the current recoverable on paid losses and $1.1 billion is recoverable on unpaid losses and therefore not currently due. With the exception of certain losses assumed from the Fund discussed below, these recoverables are unsecured. The reinsurance recoverables on unpaid losses will become current as we pay the related claims. If we are unable to collect on our reinsurance recoverables, our financial condition and results of operations could be materially adversely affected.

Although we purchase reinsurance to manage our risk and exposure to losses, we continue to have direct obligations under the policies we write. We remain liable to our policyholders, even if we are unable to recover what we believe we are entitled to receive under our reinsurance contracts. Reinsurers might refuse or fail to pay losses that we cede to them, or they might delay payments. Since we exclusively write workers' compensation insurance, with claims that may be paid out over a long period of time, the creditworthiness of our reinsurers may change before we can recover amounts to which we are entitled.

Approximately $1.0 billion of the recoverables relate to the LPT Agreement, a retroactive 100% quota share reinsurance agreement entered into by the Fund in 1999 and assumed by our Nevada insurance subsidiary in 2000, whereby substantially all of the Fund's losses and LAE on claims incurred prior to July 1, 1995 have been ceded to three reinsurers. Under the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for the incurred but unpaid losses and LAE, which represented substantially all of the Fund's outstanding losses as of June 30, 1999 for claims with original dates of injury prior to July 1, 1995. The initial deferred gain resulting from the retroactive reinsurance was recorded as a liability in the accompanying balance sheet and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries, and the amortization is reflected in losses and LAE. We amortized $14.6 million of the deferred gain for the nine months ended September 30, 2006. The remaining deferred gain was $447.8 million as of September 30, 2006.

The LPT Agreement provides that if the credit rating of any of the third party reinsurers that are party to the LPT Agreement falls below ''A−'' as determined by A.M. Best or if any such reinsurer

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becomes insolvent, we would be responsible for replacing any such reinsurer or would be liable for the claims that otherwise would have been transferred to such reinsurer. For example, in 2002, the rating of Gerling, one of the original reinsurers under the LPT Agreement, dropped below the mandatory ''A−'' A.M. Best rating to ''B+.'' Accordingly, we entered into an agreement to replace Gerling with NICO at a cost to us of $32.8 million. If circumstances requiring us to replace one or more of the current reinsurers under the LPT Agreement occur again in the future, the cost of replacing such reinsurer or reinsurers may have a material adverse effect on our liquidity.

Investments

We employ an investment strategy that emphasizes asset quality and the matching of maturities of our fixed maturity securities against anticipated claim payments and expenditures or other liabilities. The amounts and types of our investments are governed by statutes and regulations in the states in which our insurance companies are domiciled. As of September 30, 2006, our combined investment portfolio, excluding cash and cash equivalents, totaled $1.7 billion, an increase of 14.7% from September 30, 2005. As of September 30, 2006, our combined portfolio consisted principally of fixed maturity securities. Our fixed maturity securities portfolio is heavily weighted toward short- to intermediate-term, investment grade securities rated ''A'' or better. As of that date, the portfolio had an average quality of AA+, with approximately 90.6% of the carrying value of our investment portfolio rated ''AA'' or better.

In early 2004, our investment strategy was revised from a total return perspective to one maximizing economic value through asset and liability management subject to regulatory and rating agency constraints. Additionally, our revised investment strategy focuses on increasing fixed maturity securities and decreasing equity securities as a percentage of our total combined portfolio. This asset allocation is reevaluated at a detailed level on a quarterly basis. We employ Conning Asset Management, or Conning, as our independent investment advisor. Conning follows our written investment guidelines based upon strategies approved by our board of directors. In addition to the construction and management of the portfolio, we utilize investment advisory services of Conning. These services include investment accounting and company modeling using Dynamic Financial Analysis, or DFA. The DFA tool is utilized in developing a tailored set of portfolio targets and objectives, which in turn, is used in constructing an optimal portfolio.

Our fixed maturity securities are primarily classified as available-for-sale as defined by SFAS No. 115, Accounting for Certain Investments in Debt and Equity Securities. The primary risks to our fixed maturity securities portfolio are interest rate risk, which is the risk that a security's or portfolio's value will change due to a change in interest rates, and credit risk, which is the risk that a borrower may default on its obligations. We strive to limit interest rate risk by managing the duration of our fixed maturity securities. Duration is a common gauge of the price sensitivity of a fixed maturity asset or portfolio to a change in interest rates. As of September 30, 2006, our investments (excluding cash and cash equivalents) had a duration of 5.66 years. As interest rates rise, the market value of our fixed maturity securities portfolio falls, and vice versa. To minimize interest rate risk, our portfolio is weighted toward short-term and intermediate-term bonds; however, our investment strategy balances consideration of duration, yield and credit risk. We strive to limit credit risk by investing in a fixed maturity securities portfolio that is heavily weighted toward short- to intermediate-term, investment grade securities rated ''A'' or better. Our investment guidelines require that the minimum weighted average quality of our fixed maturity securities portfolio shall be ''AA.'' As of September 30, 2006, our fixed maturity securities portfolio had an average quality of AA+, with approximately 90.6% of the carrying value of our investment portfolio rated ''AA'' or better. We regularly monitor the impact of interest rate changes on our liquidity obligations.

We classify our portfolio of equity securities as available-for-sale and carry these securities on our balance sheet at fair value. Accordingly, changes in market prices of the equity securities we hold in our combined investment portfolio result in increases or decreases in our total assets. In order to minimize our exposure to equity price risk, we invest primarily in equity securities of mid-to-large capitalization issuers and seek to diversify our equity holdings across several industry sectors. Our objective during the past few years has been to reduce equity exposure as a percentage of our total portfolio by increasing our fixed maturity securities. We target a maximum exposure of 15% of our total combined investment portfolio in equity securities.

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The composition of our investment portfolio, excluding cash and cash equivalents, as of September 30, 2006 is shown in the following table:

	Market Value	Percent of Total
	(in thousands, except percentages)	
Category:		
U.S. Treasury securities	$ 141,133	8.2%
U.S. Agency securities	129,518	7.5
Corporate securities	206,841	12.0
Tax-exempt municipal securities	713,017	41.2
Mortgage-backed securities	211,697	12.2
Commercial mortgage securities	44,274	2.5
Asset-backed securities	24,806	1.4
Equities	259,502	15.0
Total investments, excluding cash and cash equivalents	$ 1,730,788	100.0%

We regularly assess individual securities as part of our ongoing portfolio management, including the identification of other-than-temporary declines in fair values. This process includes reviewing the amount and length of time of unrealized losses on investments, historical and projected company financial performance, company-specific news and other developments, the outlook for industry sectors, credit ratings and macro-economic changes, including government policy initiatives. For the nine months ended September 30, 2006, we recognized an impairment of $0.4 million in the fair values of three of the equity holdings in our investment portfolio due to the underperformance of these assets beyond our loss thresholds. We believe that we have appropriately identified other-than-temporary declines in the fair values of our remaining unrealized losses at September 30, 2006. We have the ability and intent to hold fixed maturity securities with unrealized losses for a sufficient amount of time for them to recover their values or reach maturity.

Our investment strategy focuses on maximizing economic value through dynamic asset and liability management, subject to regulatory and rating agency constraints, at the consolidated and individual company level. The fixed maturity securities portion of our portfolio maintains a duration target of five years, an equity allocation target of 10% of the total portfolio and a tax-exempt security capacity of not more than 60% of the total fixed maturity securities portfolio. Our equity allocation at September 30, 2006 was above our target of 10% and at the maximum exposure of 15% of our total combined investment portfolio as provided for in our investment guidelines. Consequently, we intend to evaluate our equity portfolio and reduce the amounts allocated to equity securities in the fourth quarter of 2006. Minimizing our equity allocation has the effect of reducing surplus volatility (because, under statutory accounting principles, equity securities are carried at fair value with the unrealized gains/losses charged directly to surplus, in contrast to fixed income securities which are carried at amortized cost with no impact on surplus due to changes in fair value), while increasing the duration target has helped to increase the tax-equivalent investment yield from 4.56% for the quarter ended September 30, 2005 to 4.88% for the quarter ended September 30, 2006. Our tax-exempt allocation is supported by our strong operating profitability and tax paying status.

Based on a review of the fixed maturity securities included in the tables set forth below, we determined that the unrealized losses were a result of the interest rate environment and not the credit quality of the issuers. Therefore, as of December 31, 2005 and 2004, none of the fixed maturity securities whose fair value was less than amortized cost were considered to be other-than-temporarily impaired given the severity and duration of the impairment, the credit quality of the issuers and our intent and ability to hold the securities until fair value recovers above costs.

Based on a review of the investment in equity securities included in the tables set forth below, we determined that the unrealized losses were not considered to be other-than-temporary due to the financial condition and the near term prospects of the issuers.

Our current analysis of impaired investments complies with the provisions of Financial Accounting Standards Board (''FASB'') Staff Position (''FSP'') FAS No. 115-1, The Meaning of

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Other-Than-Temporary Impairment and Its Application to Certain Investments, effective for reporting periods beginning subsequent to December 15, 2005. Therefore, the adoption of FSP 115-1 is not expected to have a significant impact on our consolidated financial position and results of operation.

The cost or amortized cost, gross unrealized gains, gross unrealized losses and estimated fair value of our investments were as follows:

	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
	(in thousands)			
At December 31, 2004:				
U.S. government	$ 157,255	$ 2,632	$ (388)	$ 159,499

All other governments	12,031	—	(75	11,956
States and political subdivisions	314,768	4,538	(423)	318,883
Special revenue	117,918	2,525	(218)	120,225
Public utilities	20,014	576	(72)	20,518
Industrial and miscellaneous	213,439	6,913	(537)	219,815
Mortgage-backed securities	248,059	3,649	(127)	251,581
Total fixed maturity investments	1,083,484	20,833	(1,840)	1,102,477
Short-term investments	20,907	—	—	20,907
Total fixed maturity and short-term investments	1,104,391	20,833	(1,840)	1,123,384
Equity securities	185,659	51,894	(2,709)	234,844
Total investments	$ 1,290,050	$ 72,727	$ (4,549)	$ 1,358,228

	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
		(in thousands)		
At December 31, 2005:				
U.S. government	$ 210,521	$ 3,609	$ (1,609)	$ 212,521
All other governments	6,763	—	(160)	6,603
States and political subdivisions	420,833	2,655	(2,603)	420,885
Special revenue	228,387	2,500	(868)	230,019
Public utilities	22,853	433	(176)	23,110
Industrial and miscellaneous	140,503	2,618	(1,020)	142,101
Mortgage-backed securities	300,592	1,385	(2,622)	299,355
Total fixed maturity investments	1,330,452	13,200	(9,058)	1,334,594
Short-term investments	15,006	—	—	15,006
Total fixed maturity and short-term investments	1,345,458	13,200	(9,058)	1,349,600
Equity securities	186,352	64,313	(4,494)	246,171
Total investments	$ 1,531,810	$ 77,513	$ (13,552)	$ 1,595,771

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The amortized cost and estimated fair value of fixed maturity investments at December 31, 2005 by contractual maturity are shown below. Expected maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	Amortized Cost	Estimated Fair Value
	(in thousands)	
Due in one year or less	$ 77,966	$ 77,579
Due after one year through five years	274,861	272,519
Due after five years through ten years	321,499	323,597
Due after ten years	370,540	376,550
Mortgage-backed securities	300,592	299,355
Total	$ 1,345,458	$ 1,349,600

The following is a summary of investments with unrealized losses and their corresponding fair values at December 31, 2004 and 2005:

Unrealized Losses and Fair Values of Investments Due in Less than 12 Months

	As of December 31,					
	2004			2005		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	(in thousands, except number of issues data)					
Fixed Maturity:						
U.S. government	$ 113,352	$ (389)	30	$ 92,031	$ (894)	21
State and political subdivisions, all other governments, special revenue and public utilities	117,745	(745)	64	240,961	(2,995)	101
Industrial and miscellaneous	50,875	(404)	101	50,289	(630)	46
Mortgage-backed securities	26,910	(66)	28	167,641	(2,116)	209
Equity securities	28,494	(2,154)	88	34,379	(2,675)	28
Total	$ 337,376	$ (3,758)	311	$ 585,301	$ (9,310)	405

Unrealized Losses and Fair Values of Investments Due in More than 12 Months

	As of December 31,					
	2004			2005		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	(in thousands, except number of issues data)					
Fixed Maturity:						
U.S. government	$ —	$ —	—	$ 41,737	$ (715)	16
State and political subdivisions, all other governments, special revenue and public utilities	1,396	(43)	5	38,761	(812)	34
Industrial and miscellaneous	5,314	(133)	15	13,805	(390)	42
Mortgage-backed securities	4,766	(61)	15	20,036	(506)	33
Equity securities	2,211	(554)	10	11,440	(1,819)	22
Total	$ 13,687	$ (791)	45	$ 125,779	$ (4,242)	147

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Total Unrealized Losses and Fair Values of Investments

	As of December 31,					
	2004			2005		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	(in thousands, except number of issues data)					
Fixed Maturity:						
U.S. government	$ 113,352	$ (389)	30	$ 133,768	$ (1,609)	37
State and political subdivisions, all other governments, special revenue and public utilities	119,141	(788)	69	279,722	(3,807)	135
Industrial and miscellaneous	56,189	(537)	116	64,094	(1,020)	88
Mortgage-backed securities	31,676	(127)	43	187,677	(2,622)	242
Equity securities	30,705	(2,708)	98	45,819	(4,494)	50
Total	$ 351,063	$ (4,549)	356	$ 711,080	$ (13,552)	552

Net realized and unrealized investment (losses) gains on fixed maturity investments and equity securities were as follows:

	Year Ended December 31,		
	2003	2004	2005
		(in thousands)	
Net realized (losses) gains:			
Fixed maturity investments	$ 12,830	$ (1,437)	$ (2,402)
Equity securities	(7,824)	2,639	2,307
	$ 5,006	$ 1,202	$ (95)
Change in fair value over cost:			
Fixed maturity investments	$ (11,516)	$ 5,421	$ (14,851)
Equity securities	52,803	23,858	10,634
	$ 41,287	$ 29,279	$ (4,217)

Net investment income was as follows:

	Year Ended December 31,		
	2003	2004	2005
		(in thousands)	
Fixed maturity investments	$ 24,585	$ 38,578	$ 49,229
Equity securities	3,323	3,905	3,752
Short-term investments and cash equivalents	2,519	1,025	3,076
Other	373	595	182
	30,800	44,103	56,239
Investment expenses	(4,503)	(1,902)	(1,823)
Net investment income	$ 26,297	$ 42,201	$ 54,416

We are required by various state regulations to keep securities or letters of credit on deposit with the states in a depository account. At December 31, 2005 and 2004, securities having a fair market value of $195.9 million and $31.6 million, respectively, were on deposit. Additionally, certain reinsurance contracts require funds to be held in trust for the benefit of the ceding reinsurer to secure the outstanding liabilities assumed by us. The fair market value of securities held in trust at December 31, 2005 and 2004 was $55.9 million and $54.7 million, respectively.

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Contractual Obligations and Commitments

The following table identifies our long-term debt and contractual obligations as of December 31, 2005:

	Payment Due By Period				
	Total	Less Than 1 Year	1-3 Years	4-5 Years	More Than 5 Years
			(in thousands)		
Operating leases	$ 12,904	$ 4,268	$ 7,581	$ 1,055	$ —
Losses and LAE reserves(1)(2)	2,349,981	151,409	216,007	178,396	1,804,169
Total contractual obligations	$ 2,362,885	$ 155,677	$ 223,588	$ 179,451	$ 1,804,169

(1) The losses and LAE reserves are presented gross of our reinsurance recoverables, which are as follows for each of the periods presented above:

	Recoveries Due By Period				
	Total	Less Than 1 Year	1-3 Years	4-5 Years	More Than 5 Years
			(in thousands)		
Reinsurance recoverables	$ 1,141,500	$ (46,736)	$ (91,081)	$ (99,846)	$ (903,837)

(2) Estimated losses and LAE reserve payment patterns have been computed based on historical information. As a result, our calculation of loss and LAE reserve payments by period is subject to the same uncertainties associated with determining the level of reserves and to the additional uncertainties arising from the difficulty of predicting when claims (including claims that have not yet been reported to us) will be paid. For a discussion of our reserving process, see "—Critical Accounting Policies." Actual payments of losses and LAE by period will vary, perhaps materially, from the above table to the extent that current estimates of losses and LAE reserves vary from actual ultimate claims amounts as a result of variations between expected and actual payout patterns.

Quantitative and Qualitative Disclosures about Market Risk

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

Interest Rate Risk

Our investment portfolio consists primarily of fixed maturity securities, all of which were classified as available-for-sale as of September 30, 2006. The primary market risk exposure to our fixed maturity securities portfolio is interest rate risk, which we strive to limit by managing duration. As of September 30, 2006, our investments (excluding cash and cash equivalents) had a duration of 5.66 years. Interest rate risk includes the risk that a security's value will change due to a change in interest rates. For example, the fair value of our fixed maturity securities portfolio is directly impacted by changes in market interest rates. As interest rates rise, the market value of our fixed-income portfolio falls, and the converse is also true. We manage interest rate risk by instructing our investment manager to select fixed income investments consistent with our investment strategy. To minimize interest rate risk, our portfolio is weighted toward short-term and intermediate-term bonds; however, our investment strategy balances consideration of duration, yield and credit risk. We continually monitor the impact of interest rate changes on our liquidity obligations.

Sensitivity Analysis

Sensitivity analysis is a measurement of potential loss in future earnings, fair values or cash flows of market sensitive instruments resulting from one or more selected hypothetical changes in interest rates and other market rates or prices over a selected time. In our sensitivity analysis model, we select a hypothetical change in market rates that reflects what we believe are reasonably possible near-term changes in those rates. The term ''near-term'' means a period of time going forward up to one year from the date of the consolidated financial statements. Actual results may differ from the hypothetical change in market rates assumed in this disclosure, especially since this sensitivity analysis does not reflect the results of any action that we may take to mitigate such hypothetical losses in fair value.

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In this sensitivity analysis model, we use fair values to measure our potential loss. The sensitivity analysis model includes fixed maturities and short-term investments.

For invested assets, we use modified duration modeling to calculate changes in fair values. Durations on invested assets are adjusted for call, put, and interest rate reset features. Durations on tax-exempt securities are adjusted for the fact that the yield on such securities is less sensitive to changes in interest rates compared to Treasury securities. Invested asset portfolio durations are calculated on a market value weighted basis, including accrued investment income, using holdings as of September 30, 2006.

The following table summarizes the estimated change in fair value on our fixed maturity portfolio including short-term investments based on specific changes in interest rates as of September 30, 2006:

	Estimated Increase (Decrease) in Fair Value	Estimated Percentage Increase (Decrease) in Fair Value
	(in thousands)	
Change in Interest Rates:		
300 basis point rise	$ (235,069)	(15.81)%
200 basis point rise	(161,463)	(10.86)
100 basis point rise	(82,528)	(5.55)
50 basis point decline	41,631	2.80
100 basis point decline	83,603	5.62

The sensitivity analysis model produces a predicted pre-tax loss in fair value of market-sensitive instruments of $82.5 million or 5.55% based on a 100 basis point increase in interest rates as of September 30, 2006. This loss amount only reflects the impact of an interest rate increase on the fair value of our fixed maturity securities and short-term investments, which constituted approximately 85.0% of our total invested assets as of September 30, 2006.

With respect to investment income, the most significant assessment of the effects of hypothetical changes in interest rates on investment income would be based on Statement of Financial Accounting Standards No. 91, *Accounting for Nonrefundable Fees and Costs Associated with Originating or Acquiring Loans and Initial Direct Costs of Leases* (''FAS 91''), issued by the FASB, which requires amortization adjustments for mortgage backed securities. The rates at which the mortgages underlying mortgage backed securities are prepaid, and therefore the average life of mortgage backed securities, can vary depending on changes in interest rates (for example, mortgages are prepaid faster and the average life of mortgage backed securities falls when interest rates decline). The adjustments for changes in amortization, which are based on revised average life assumptions, would have an impact on investment income if a significant portion of our mortgage backed securities holdings had been purchased at significant discounts or premiums to par value. As of September 30, 2006, the par value of our mortgage backed securities holdings was $214.6 million. This equates to an average price of 15.0% of the par value of our total fixed maturity investment holdings. Since a majority of our mortgage backed securities were purchased at a premium or discount that is significant as a percentage of par, a FAS 91 adjustment could have a significant effect on investment income.

However, given the current interest rate environment, which has exhibited lower rates over the last few years, the possibility of additional significant declines in interest rates such that prepayment risk is significantly impacted is unlikely. The mortgage backed securities portion of the portfolio totaled 12.2% of total investments as of September 30, 2006. Of this total, 96.7% was in agency pass through securities, as measured using market values and percentage of market values.

Credit Risk

Investments. Our fixed maturity securities portfolio is also exposed to credit risk, which we attempt to manage through issuer and industry diversification. We regularly monitor our overall investment results and review compliance with our investment objectives and guidelines. Our investment guidelines include limitations on the minimum rating of fixed maturity securities in our investment portfolio, as well as restrictions on investments in fixed maturity securities of a single issuer. As of September 30, 2006 and December 31, 2005, all of the fixed maturity securities in our portfolio were rated investment grade by the Securities Valuation office of the NAIC or by Standard & Poor's, Moody's or Fitch.

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Reinsurance. We are subject to credit risk with respect to our reinsurers. Although our reinsurers are liable to us to the extent we cede risk to them, we are ultimately liable to our policyholders on all risks we have reinsured. As a result, reinsurance agreements do not limit our ultimate obligations to pay claims to policyholders and we may not recover claims made to our reinsurers. The A.M. Best ratings of our reinsurance carriers as of September 30, 2006 are set forth in this prospectus under ''Business— Reinsurance.''

Equity Price Risk

Equity price risk is the risk that we may incur losses due to adverse changes in the market prices of the equity securities we hold in our investment portfolio. We classify our portfolio of equity securities as available-for-sale and carry these securities on our balance sheet at fair value. Accordingly, adverse changes in the market prices of the equity securities we hold in our investment portfolio result in decreases in the value of our total assets. In order to minimize our exposure to equity price risk, we invest primarily in the equity securities of mid-to-large capitalization issuers and seek to diversify our equity holdings across several industry sectors. In addition, we currently limit the percentage of equity securities held in our investment portfolio to 15% or less of our total investment portfolio. At September 30, 2006, 15% of our investment portfolio consisted of equity securities.

The table below shows the sensitivity of price changes to our equity securities owned as of September 30, 2006:

Cost	Fair Value	10% Fair Value Decrease	Pre-tax Impact on Total	10% Fair Value Increase	Pre-tax Impact on Total

				Equity Securities		Equity Securities
			(in thousands)			
Domestic equities	$ 184,515	$ 259,502	$ 233,552	$ (25,950)	$ 285,453	$ 25,950
Total	$ 184,515	$ 259,502	$ 233,552	$ (25,950)	$ 285,453	$ 25,950

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Effects of Inflation

The effects of inflation could impact our financial statements and results of operations. Our estimates for losses and loss expenses include assumptions about future payments for closure of claims and claims handling expenses, such as medical treatments and litigation costs. To the extent inflation causes these costs to increase above reserves established, we will be required to increase reserves for losses and loss expenses with a corresponding reduction in our earnings in the period in which the deficiency is identified. We consider inflation in the reserving process by reviewing cost trends and our historical reserving results. Additionally, an actuarial estimate of increased costs is considered in setting adequate rates, especially as it relates to medical and hospital rates where historical inflation rates have exceeded general inflation rates.

Fluctuations in rates of inflation also influence interest rates, which in turn impact the market value of our investment portfolio and yields on new investments. Operating expenses, including payrolls, are impacted to a certain degree by the inflation rate.

New Accounting Pronouncements

In November 2005, the FASB issued FSP FAS Nos. 115-1 and FAS 124-1, *The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments* (‘‘FSB 115-1’’). In 2004, the Emerging Issues Task Force (EITF) issued EITF 03-1, *The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments*, to provide detailed guidance on when an investment is considered impaired, whether that impairment is other-than-temporary, how to measure the impairment

loss and disclosures related to impaired securities. Because of concerns about the application of the guidance of EITF 03-1 that described whether an impairment is other-than-temporary, the FASB deferred the effective date of that portion of the guidance. FSP 115-1 nullifies EITF 03-1 guidance on determining whether an impairment is other-than-temporary, and effectively retains the previous guidance in this area, which requires a careful analysis of all pertinent facts and circumstances. In addition, the FSP generally carries forward EITF 03-1 guidance for determining when an investment is impaired, how to measure the impairment loss and what disclosures should be made regarding impaired securities. The FSP is effective for reporting periods beginning subsequent to December 15, 2005. Our current analysis of impaired investments is consistent with the provisions of FSP 115-1. Therefore, the adoption of FSP 115-1 is not expected to have a significant impact on our consolidated financial position and results of operations.

In July 2006, the FASB issued FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes*, or FIN 48. Among other things, FIN 48 creates a model to address uncertainty in tax positions and clarifies the accounting for income taxes by prescribing a minimum recognition threshold which all income tax positions must achieve before being recognized in the financial statements. In addition, FIN 48 requires expanded annual disclosures, including a tabular rollforward of the beginning and ending aggregate unrecognized tax benefits as well as specific detail related to tax uncertainties for which it is reasonably possible the amount of unrecognized tax benefit will significantly increase or decrease within 12 months. FIN 48 is effective for us on January 1, 2007. Any differences between the amounts recognized in the statements of financial position prior to the adoption of FIN 48 and the amounts reported after adoption are generally accounted for as a cumulative-effect adjustment recorded to the beginning balance of retained earnings. We are currently evaluating the impact of FIN 48; however, it is not expected to have a material impact on our consolidated financial position and results of operations.

BUSINESS

Overview

We are a specialty provider of workers' compensation insurance focused on select small businesses engaged in low to medium hazard industries. Workers' compensation is a statutory system under which an employer is required to provide coverage for its employees' medical, disability, and vocational rehabilitation and death benefit costs for work-related injuries or illnesses. Our business has historically targeted employers located in several western states, primarily California and Nevada. We distribute our products almost exclusively through independent agents and brokers and our strategic distribution relationships. During 2005, based on net premiums written, we were the largest, seventh largest and seventeenth largest non-governmental writer of workers' compensation insurance in Nevada, California and the United States, respectively, as reported by A.M. Best.

The workers' compensation insurance industry classifies risks into four hazard groups based on severity, with employers in the first, or lowest, group having the lowest cost claims. In 2005, 67% and 31% of our base direct premiums written were generated by employers in the second and third lowest hazard groups, respectively. Employers in the second lowest hazard group include restaurants, physician offices, stores and educational institutions. Employers in the third lowest hazard group include the residential carpentry, plumbing, automobile service and repair, and real estate agency businesses. Within each hazard group, our underwriters use their local market expertise and disciplined underwriting to select specific types of employers and risks that allow us to generate attractive returns. We underwrite these employers and risks on an individual basis, as opposed to following an occupational class-based underwriting approach. For example, while we insure many physician offices, our underwriting guidelines do not allow us to insure offices that we believe have a higher risk profile, such as psychiatrist offices and drug treatment centers. Our underwriters are also selective on the basis of employers' geographic location. We believe we benefit by targeting small businesses, a market that we believe to date has been characterized by fewer competitors, more attractive pricing and strong persistency when compared to the U.S. workers' compensation insurance industry in general. As a result of our disciplined underwriting standards, we believe we are able to price our policies competitively and profitably.

In 2005, we generated 77.7% and 18.3% of our direct premiums written in California and Nevada, respectively. We also write business in six other states (Arizona, Colorado, Idaho, Montana, Texas and Utah) and are licensed to write business in six additional states (Illinois, Maryland, New Mexico, New York, Oregon and Pennsylvania). We leverage the extensive field knowledge and local experience of our underwriting and claims professionals to identify business opportunities and establish ourselves as a leader in workers' compensation insurance. We market and sell our workers' compensation insurance products through independent local and regional agents and brokers, and through our strategic distribution partners, including our principal partners ADP and Wellpoint. In 2005, policies underwritten directly or through our independent agents and brokers generated $323.6 million, or 70.6%, of our gross premiums written, while those underwritten through our strategic

relationships generated $126.9 million, or 27.7%, of our gross premiums written. Under the leadership of our senior management team, our net premiums written increased from $187.0 million in 2002 to $439.7 million in 2005, and the total consolidated statutory surplus of our insurance subsidiaries has grown from $215.4 million at year end 2002 to $530.6 million at year end 2005 and $625.9 million at September 30, 2006.

We had net premiums written of $439.7 million and $299.5 million, total revenues of $496.5 million and $359.2 million and net income of $137.6 million and $116.5 million for the year ended December 31, 2005 and the nine months ended September 30, 2006, respectively. Our combined ratio on a statutory basis was 84.7% for the year ended December 31, 2005 (elsewhere in this prospectus, unless otherwise stated, the term ''combined ratio'' refers to a calculation based on GAAP). Our average combined ratio on a statutory basis for the four years ended December 31, 2005 was 96.8%. This ratio was lower than the industry composite combined ratio calculated by A.M. Best for U.S. insurance companies having more than 50% of their premiums generated by workers' compensation insurance products. The industry combined ratio on a statutory basis for these companies was 106.8% during the same four years. Companies with lower combined ratios than their peers generally experience greater profitability. We had total assets of $3.2 billion at September 30, 2006.

As of September 30, 2006, our insurance subsidiaries were assigned a group letter rating of A− (Excellent), with a ''positive'' financial outlook, by A.M. Best, the fourth highest of 16 ratings. This A.M. Best rating is a financial strength rating designed to reflect our ability to meet our obligations to policyholders. This rating does not refer to our ability to meet non-insurance obligations and is not a recommendation to purchase or discontinue any policy or contract issued by us or to buy, hold or sell our securities.

We commenced operations as a private mutual insurance company on January 1, 2000 when our Nevada insurance subsidiary assumed the assets, liabilities and operations of the Fund. The Fund had over 80 years of workers' compensation experience in Nevada. In July 2002, we acquired the renewal rights to a book of workers' compensation insurance business, and certain other tangible and intangible assets, from Fremont, primarily comprised of accounts in California and, to a lesser extent, in Idaho, Montana, Utah and Colorado. Because of the Fremont transaction, we were able to establish our important relationships and distribution agreements with ADP and Wellpoint.

Our Competitive Strengths

We believe we benefit from the following competitive strengths:

Focused Operations. We focus on providing workers' compensation insurance to select small businesses in low to medium hazard groups in specific geographic markets. We believe that this focus provides us with a unique competitive advantage because we are able to gain in-depth customer and market knowledge and expertise. In addition, we believe that we benefit by focusing on small businesses, as they are not generally the principal focus of large insurance companies and do not typically employ risk managers that use national brokerages to procure workers' compensation coverage on a price-competitive basis. As a result, we believe we enjoy strong persistency and attractive pricing. We have also benefited from the attractive pricing resulting from the bundling of our workers' compensation insurance product with the small group health insurance product marketed to our targeted customers by our strategic distribution partner, Wellpoint. We execute our business strategy through our regional presidents and their local teams who have a deep understanding of the business climate and our targeted policyholder base in the states where we operate. As a result of our focused operations, we have been able to take advantage of local opportunities in workers' compensation insurance markets in recent years, particularly in California. In addition, our claims professionals have extensive experience and knowledge of the local claims environments in which we conduct business, thereby allowing us to favorably manage claims for both injured workers covered by our policies and for us.

Disciplined Underwriting. We believe we have benefited from our emphasis upon underwriting select small businesses in low to medium hazard groups. We employ a disciplined, conservative and highly automated underwriting approach designed to individually select specific types of employers, predominantly those in the three lowest of the four workers' compensation insurance industry hazard groups, that we believe will have fewer and less costly claims relative to other employers in the same hazard group. Our underwriting guidelines, which consider many factors such as type of business, nature of operations, risk exposures and other employer-specific conditions, are designed to minimize underwriting of certain classes and subclasses of business such as chemical manufacturing, high rise construction and long haul trucking, which have historically demonstrated claims severity that do not meet our target risk profiles. We price our policies based on the specific risks associated with each potential insured rather than solely on the industry class in which such potential insured is classified. In 2005, policyholders in the second lowest industry defined hazard group generated approximately 67% of our base direct premiums written. Our statutory losses and LAE ratio, a measure which relates inversely to our underwriting profitability, was 58.3% in 2005, 18.2 percentage points below the 2005 statutory industry composite losses and LAE ratio calculated by A.M. Best for U.S. insurance companies having more than 50% of their premiums generated by workers' compensation insurance products. Our statutory losses and LAE ratio was at least ten percentage points below the A.M. Best composite losses and LAE ratio for the industry for each of the five years ended December 31, 2005. We execute our underwriting processes through highly automated systems and through seasoned underwriters with specific knowledge of local markets. Our disciplined underwriting approach is a critical element of our culture and has allowed us to realize competitive prices, diversify our risks and achieve profitable growth.

Long-Standing and Strategic Distribution Relationships. We have established long-standing, strong relationships with independent agents and brokers by emphasizing personal interaction, offering responsive service and competitive commissions and maintaining a focus on workers' compensation insurance. We focus on distributing our products through well-established, local and regional independent agents and brokers, as opposed to larger, nationally-run brokerages. Our goal is to be one of the top three workers' compensation insurers whose policies are sold by such agents and brokers, and to be the first choice for the classes of business that we target. We believe that independent agents and brokers are attracted to us because of the level of service we provide both to them and our focus on small businesses. For example, we provide marketing materials, agent training on new statutes and regulations, and our sales representatives visit our agents and producers and can electronically submit applications from the agents' and brokers' offices. This level of service is not costly to us and we believe it provides significant benefits in terms of strengthening our relationships with our agents and brokers. We are also able to use our long-standing relationships to identify new business opportunities. Although our underwriting system is highly automated, we do not delegate underwriting authority to agencies or brokers that sell our insurance or to any other third party. Our field underwriters continue to work closely with independent agents and brokers to market and underwrite our business, regularly visit their offices and participate in presentations to customers, which results in enhanced understanding of the businesses and risks we underwrite and the needs of prospective customers. Expanding our distribution reach, we have also developed important and long-standing strategic distribution relationships with ADP and Wellpoint, and we have recently entered into a strategic distribution relationship with E-chx, a payroll outsourcing company. Through our strategic distribution partnership with ADP, we jointly market our workers' compensation insurance products with ADP's payroll services primarily to small businesses in California, as well as in Colorado, Idaho, Texas and Utah, generating $48.5 million in gross premiums written in 2005. Through our strategic distribution partnership with Wellpoint, we jointly market our workers' compensation insurance products with Wellpoint's group health insurance plans to small businesses in California, generating $78.4 million in gross premiums written in 2005.

Scalable and Cost-Effective Infrastructure. We have three strategic business units overseeing eleven territorial offices serving the various states in which we are currently doing business. We believe we have created an efficient, cost-effective, scalable infrastructure that complements our geographic reach, our focus on workers' compensation insurance and our targeting of small businesses. In addition, because of our strategic network of offices and our highly automated underwriting system, we believe we can quickly scale our business in order to fully leverage our relationships with ADP and Wellpoint, as well as with any future strategic partners. As a result, we believe that we can expand our business quickly, without a need to hire a significant number of new employees or incur significant additional costs. We strive to be as efficient as possible in meeting the needs of small businesses. As part of our cost-effective infrastructure, we have developed a highly automated underwriting software program that allows for electronic submission and review of insurance applications, employing our underwriting standards and guidelines. This automated process leads to efficient and timely processing of applications for small, straight-forward policies that meet our standards and saves our independent agents and brokers considerable time in processing customer applications. We believe our existing infrastructure is key to our business success and will allow us to benefit from necessary economies of scale as we seek profitable growth, while at the same time retaining the desired closeness to our independent agents, brokers and strategic distribution partners.

Financial Strength. As of September 30, 2006, our insurance subsidiaries had total consolidated statutory surplus of $625.9 million and were assigned a group letter rating of A− (Excellent), with a ‘‘positive’’ financial outlook, by A.M. Best, the fourth highest of 16 ratings. We have a proven history of conservative reserving. There have been no prior year adverse developments in our reserves since we commenced operations in 2000. By contrast, according to data compiled by NCCI, the reserves for non-governmental workers' compensation insurers have been deficient in each of the years in the five-year period ended December 31, 2005. Also, our insurance subsidiaries' ratio of net premiums written to total consolidated statutory surplus, a measure of underwriting leverage, of 0.83:1 at December 31, 2005, compared to an industry average of 1.1:1 at such date, further demonstrates the strength of our balance sheet. The net premiums written to statutory surplus ratio is a measure of the size of an insurer's capital

base as compared to the amount of risk it assumes. A higher ratio indicates a greater level of risk relative to capital base. The higher the ratio, the greater the impact on surplus should our prices prove inadequate. We believe that our financial strength enhances our credibility among independent agents, brokers and customers. In connection with our assumption in 2000 of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed the Fund's rights and obligations under the LPT Agreement, a retrospective 100% quota share reinsurance agreement which the Fund had entered into with third party reinsurers. The LPT Agreement substantially reduced the exposure to losses for pre-July 1995 Nevada insured risks. With that assumption of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed in force policies and historical liabilities associated with the Fund for losses prior to January 1, 2000. Because we entered the California market by acquiring from Fremont the right to renew workers' compensation insurance policies, we did not acquire any historical liabilities associated with Fremont's policies for accident years prior to 2002.

Strong Senior Management with Extensive Industry Experience. We have a strong senior management team with significant insurance industry experience across a variety of markets and market conditions. Our executive officers and senior management team also have significant experience with the state-by-state workers' compensation legislative and regulatory environment, particularly in the states in which we operate or are licensed, and they have been proactive in encouraging legislation that allows us to operate profitably within a balanced framework. Mr. Douglas D. Dirks, our President and Chief Executive Officer, together with certain other of our executive officers, took us from a state-owned fund to a profitable, stand-alone and profit-oriented private company. We then opportunistically expanded into several states through the Fremont transaction. We believe that the extensive experience and knowledge of our senior executive officers and our underwriting and claims senior management teams provide us with the ability to successfully select profitable workers' compensation markets and, within those markets, to efficiently write risks and effectively manage claims. Mr. Dirks and four of our other executive officers have an average of over 18 years of insurance industry experience and over 16 years of workers' compensation insurance experience. We also have successfully hired knowledgeable and experienced senior management for our underwriting and claims staffs. These senior managers on average have over 20 years of experience in the insurance industry.

Our Strategies

We plan to pursue profitable growth by focusing on the following strategies:

Maintain Focus on Underwriting Profitability. A commitment to disciplined underwriting is the first guiding principle of our company, and we will continue this disciplined underwriting approach in pursuing profitable growth opportunities. We will carefully monitor market trends to assess new business opportunities, only pursuing opportunities that we expect to meet our pricing and risk standards. We will seek to underwrite our portfolio of low to medium hazard risks with a view toward maintaining long-term underwriting profitability across market cycles. We will not sacrifice profitability and stability for top-line revenue growth. Our disciplined underwriting approach is particularly important in California due to recent downward pressures on rates in that state. We will manage our California business carefully in light of this ongoing trend, principally by regular evaluation and quarterly review of average loss frequency and severity as well as overall rate adequacy.

Continue to Grow in Our Existing Markets. Since commencing operations in Nevada in 2000, we have expanded our operations to California, established important strategic distribution relationships with ADP and Wellpoint, entered six other states and obtained licenses in six new states. We plan to continue to seek profitable growth in our existing markets by addressing the workers' compensation insurance needs of small businesses, which we believe represent a large and profitable market segment and by entering new strategic distribution agreements such as our recent agreement with E-chx. In the states in which we operate, the workers' compensation market for small businesses is not highly concentrated, with a significant portion of premiums being written by numerous insurance companies with small individual market shares. We believe that our focus on workers' compensation insurance, our disciplined underwriting and risk selection, and our loss control and claims management expertise for small businesses position us to profitably increase our market share in our existing markets. Our net premiums written have grown from $187.0 million in 2002 to $439.7 million in 2005. With our leading

presence in California and Nevada, we believe that we are ideally positioned in higher population-growth markets with better gross domestic product growth than many other regions of the U.S. Small businesses generally grow faster than large businesses and, according to the United States Small Business Administration, 60% to 80% of new jobs over the past decade ending in 2005 were created by small businesses. Accordingly, we believe that the characteristics of our existing markets should be favorable over the long term.

Enter New Markets Through Our Existing Distribution Relationships. Since commencing operations in Nevada in 2000, we have expanded our operations to California, were able to establish important strategic distribution relationships with ADP and Wellpoint because of the Fremont transaction, entered six new states and obtained licenses in six other states. We intend to continue to selectively enter new markets, taking into account the adequacy of premium rates, market dynamics, the labor market, political and economic conditions and the regulatory environment. Our strategic distribution partnerships with ADP and Wellpoint have allowed us to

access new customers and to write attractive business in an efficient manner. In the near to medium term, we plan to expand our strategic distribution partnership with ADP to enter states where we do not currently conduct business. ADP provides us with the opportunity to enter new states as its strategic partner by co-marketing our workers' compensation insurance together with ADP's payroll services. For example, we intend to enter Illinois in the fourth quarter of 2006 and Florida in the first quarter of 2007 through ADP. We will also consider new alternative distribution arrangements. Additionally, we will seek to leverage our existing independent agent and broker relationships to enter new states.

Capitalize on the Flexibility of Our New Corporate Structure. This initial public offering is part of our conversion from a mutual insurance holding company owned by our Nevada policyholders to a stock corporation owned by our public stockholders. We believe that our conversion to a public company will give us enhanced financial and strategic flexibility. This will allow us to consider acquisitions, joint ventures and other strategic transactions, as well as new product offerings, which make strategic sense for our business while achieving our goal of profitable growth. As a company with publicly traded stock and access to public capital markets and the flexibility to use our capital stock as consideration for strategic transactions, we believe we will be much better positioned to capitalize on new opportunities. Also, we intend to utilize our new ability to use stock-based compensation to retain and attract skilled and dedicated persons who are essential to the success of our business.

Manage Capital Prudently. We intend to manage our capital prudently relative to our overall risk exposure, establishing adequate loss reserves to protect against future adverse developments while seeking to grow profits and long-term stockholder value. We also plan to manage capital efficiently in order to maintain our financial strength, fund growth, invest in our infrastructure or return capital to stockholders, which may include share repurchases. Additionally, we seek to maintain a calculated and deliberate balance between our focus on attractive returns and our need for strong ratings and appropriate operating and financial leverage. We will target an optimal level of overall leverage to support our underwriting activities and are committed to maintaining our financial strength and ratings over the long term.

Leverage Infrastructure, Technology and Systems. We will continue to invest in our scalable, cost-effective infrastructure and our underwriting and claims processing technology and systems. We recently introduced a new automated underwriting system, E ACCESS, which over time will replace three legacy underwriting systems. We anticipate that this new system will reduce transaction costs and support future profitable growth. In 2007, we expect to implement a new claims system designed to enhance our ability to support best-in-class claims processing. We will also continue to improve our systems and operations to enhance profitability and scalability.

Our History

Our Nevada insurance subsidiary was incorporated and domiciled in Nevada in December 1999. On January 1, 2000, our Nevada insurance subsidiary assumed the assets, liabilities and operations of the Fund, pursuant to legislation enacted in the 1999 Nevada legislature. The Fund, which was an agency of the State of Nevada, had over 80 years of workers' compensation experience in Nevada. Following our

assumption of the Fund's assets, liabilities and operations, Nevada no longer had a monopolistic state agency that provided workers' compensation coverage to employers in the state. Employers in Nevada could obtain their coverage from an insurer in the private market (including from us), join a self insured group or, if they met the financial qualifications required by statute, self insure their own losses.

In connection with our assumption of the assets, liabilities and operations of the Fund, our Nevada insurance subsidiary assumed the Fund's rights and obligations associated with the LPT Agreement, a retroactive 100% quota share reinsurance agreement with third party reinsurers which substantially reduced our exposure to losses for pre-July 1, 1995 Nevada insured risks. For further discussion of the LPT Agreement, see ‘‘Selected Historical Financial and Other Data,’’ ‘‘Management's Discussion and Analysis of Financial Condition and Results of Operations,’’ ‘‘—Reinsurance—LPT Agreement’’ and Note 7 in the Notes to our Consolidated Financial Statements which are included elsewhere in this prospectus. Our Nevada insurance subsidiary assumed all of the liabilities and reserves for claims incurred by the Fund from July 1, 1995 until December 31, 1999.

Our Nevada insurance subsidiary also assumed certain other assets and liabilities of the Fund, including buildings, employees, computer systems and equipment, and contractual rights and obligations. As the workers' compensation regulatory and marketplace environment in Nevada became more competitive, and the monopolistic Fund was eliminated, we adjusted our staffing, programs and insurance products accordingly. In 2001, we closed an injured worker rehabilitation center that we considered to be operating uneconomically, terminating the center's staff and selling the associated properties. In 2000, we moved our corporate headquarters from Carson City to Reno and, in 2002, we closed offices in rural Nevada, either terminating the associated staff or relocating them to Reno or Las Vegas. We began focusing our business model on select small businesses engaged in low to medium hazard industries.

Through July 2002, we operated exclusively in Nevada. During the first half of 2002, we recognized that the California small business workers' compensation insurance market presented potentially attractive opportunities. The California market had experienced the insolvency or departure of a number of workers' compensation companies as companies competed for California business by pricing workers' compensation insurance products at low levels. As the underwriting capacity decreased in California, the rates charged by the remaining workers' compensation insurance providers and by California's state workers' compensation fund increased significantly. In order to capitalize on the opportunity for potential profit presented by the these circumstances, we formed and capitalized a wholly owned stock corporation incorporated in California, ECIC, and on July 1, 2002 we acquired the renewal rights to a book of workers' compensation insurance business, and certain other tangible and intangible assets, from Fremont for a purchase price of $1.00. We believe that the purchase price in this transaction may have been the result of a decision by Fremont's parent, Fremont General Corporation, to place its workers compensation insurance business, including Fremont, into discontinued operations in the fourth quarter of 2001, and to cease conducting insurance business. In July 2003, Fremont was placed into liquidation by the California Commissioner of Insurance. The book of business we acquired from Fremont was primarily comprised of accounts in California and, to a lesser extent, in Idaho, Montana, Utah and Colorado.

Because of the Fremont transaction, we were able to establish our important relationships and distribution agreements with ADP and Wellpoint. The Fremont transaction also involved the acquisition of in force policies that were written through a fronting facility with Clarendon, and the entry by ECIC into a fronting facility with Clarendon. The fronting facility was placed into run off in the fourth quarter of 2003. For further discussion of the Clarendon fronting facility, see ‘‘—Reinsurance—Clarendon Fronting Facility.’’

In 2003, EICN and ECIC, as well as Employers Occupational Health, Inc., or EOH, and Elite Insurance Services, Inc., or EIS, began to operate under the Employers Insurance Group trade name. On April 1, 2005, we reorganized into a mutual insurance holding company, wholly owned by the members of EICN. Upon completion of the conversion, EIG will become a Nevada stock corporation and will change its name to ‘‘Employers Holdings, Inc.’’ and all of the membership interests of our members will be extinguished. In exchange, eligible members will receive shares of our common stock, cash or a combination of both. When the conversion and this offering are complete, EIG will be a public company and will continue to indirectly own 100% of the common stock of EICN and our other operating subsidiaries.

Workers' Compensation Insurance Market

Overview

Workers' compensation is a statutory system under which an employer is required to provide coverage for its employees' medical, disability, vocational rehabilitation and death benefits costs for work-related injuries or illnesses. Most employers comply with this requirement by purchasing workers' compensation insurance. The principal concept underlying workers' compensation laws is that an employee injured in the course of his or her employment has only the legal remedies available under workers' compensation laws and does not have any other recourse against his or her employer. Generally, workers are covered for injuries that occur in the course and within the scope of their employment. An employer's obligation to pay workers' compensation benefits does not depend on any negligence or wrongdoing on the part of the employer and exists even for injuries that result from the negligence or wrongdoings of another person, including the employee. The level of benefits varies by state, the nature and severity of the injury or disease and the wages of the injured worker.

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

Workers' compensation was the fourth largest property and casualty insurance line in the U.S. in 2005, on a net written premium basis, according to NCCI. According to NCCI, net premiums written in 2005 for the workers' compensation industry were approximately $37.8 billion, or 8.9% of the estimated $425.7 billion in net premiums written for the property and casualty industry as a whole. Premium volume in the workers' compensation industry was up 8.8% in 2005 compared to 2004, while the entire property and casualty industry experienced a 0.4% increase in net premium written in 2005 from 2004, according to NCCI.

Industry Developments

We believe the workers' compensation sector has recovered from a period characterized by deteriorating operating profitability caused primarily by rising medical claim costs, rising indemnity claim costs and poor investment performance. We believe that these challenges to the workers' compensation sector have caused a significant upward pricing adjustment, resulting in current relative pricing stability and conditions that are significantly more favorable for us.

During the period from 1994 to 2001, we believe that rising loss costs, despite declines in the frequency of losses, severely eroded underwriting profitability in the workers' compensation insurance industry. According to the Insurance Information Institute, the workers' compensation industry's accident year combined ratios rose from 97% in 1994 to a high of 138% in 1999. In addition, the NCCI estimated that workers' compensation loss reserves for private carriers were deficient by $9 billion at year-end 2005, which are significantly up from just $0.5 billion year-end 1994, yet down from a high of $21 billion at year-end 2001.

Rising Medical Claim Costs. Workers' compensation medical claims costs have risen approximately 125% over the ten years ended 2005, according to NCCI, driven in part by increased utilization and prescription drug costs.

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Rising Indemnity Claim Costs. Indemnity claim costs, which include wage replacement, have followed a similar trend, according to NCCI, which estimates that such costs have risen 80% for the ten years ended 2005.

Poor Investment Performance. Unfavorable investment conditions have also adversely affected workers' compensation industry returns. Due to the ‘‘long tail’’ nature of workers' compensation claims, which refers to the length of time required to resolve claims, workers' compensation insurers carry substantial loss reserves. Therefore, the investment performance of the investments funded with these amounts is a critical part of a carrier's business model. The ratio of investment gain on insurance transactions (including investment income, realized capital gains and other income) to premium for private carriers has declined from a high of 21.3% in 1998 to 12% in 2005, according to NCCI. However, workers' compensation investment returns are estimated to remain relatively flat at 12% for 2005, as compared to 11.2% for 2004, according to NCCI.

Reduction in Market Capacity. We believe that rising loss costs and low investment returns in recent years have led to poor operating results and have caused some workers' compensation insurers to suffer severe capital impairment. These conditions have forced some insurers to withdraw from the marketplace and enter insolvency proceedings, precipitating a reduction in market capacity. Only recently during 2005 and to date in 2006 have we seen insurers begin offering limited increased capacity. Notwithstanding this limited market capacity, workers' compensation premium volume has shown steady growth, increasing from $24.9 billion in 1999 to an estimated $47.2 billion in 2005, a 90% increase, driven mainly by rate increases, according to NCCI.

California Market. We believe that during the late 1990's, California faced even greater challenges than the U.S. workers' compensation market as a whole. California is the largest workers' compensation insurance market in the United States. In 2005, California accounted for an estimated $14.5 billion in written premiums (net of deductibles) according to the Workers' Compensation Insurance Rating Bureau of California, or WCIRB, or approximately 26.1% of the entire U.S. workers' compensation market.

From 1995, when California imposed an open rating system where carriers set their own rates, through 1999, California's workers' compensation market was characterized by severe price competition. Carriers were reducing rates in order to maintain, or increase, their market share. Workers' compensation rates in California declined approximately 47% from 1993 to 1998, according to the WCIRB. These lower rates, together with increases in medical and indemnity claim costs, severely eroded underwriting profitability.

This deterioration in underwriting profitability compelled many workers' compensation carriers to significantly reduce their California workers' compensation premium writings, creating a reduction in market capacity. It is noteworthy that, according to WCIRB, insurance carriers representing approximately 35% of the California market in 1994 are no longer writing California workers' compensation insurance in California. As a result of this reduction in market capacity, the State Compensation Insurance Fund, or SCIF, traditionally operating as an ‘‘insurer of last resort’’ in California, has become the dominant provider in that state's workers' compensation market. According to a January 2006 State of California study on the effects of legislative reforms on workers' compensation insurance rates, SCIF's market share climbed from an average of 22% in 1998 to more than 53% in 2003. According to A.M. Best, as SCIF has grown in market share, its net premiums written to total statutory surplus ratio has risen from a low of 0.6:1 in 1996 to nearly 2.8:1 in 2004. This result has prompted the California Department of Insurance to question SCIF's stability.

We believe that this reduction in capacity in California led to significant rate increases from 2000 through 2003. According to WCIRB, average insurer rates increased from $2.30 per $100 of payroll in 1999 to $6.47 per $100 of payroll in 2003, an increase of 181%. In addition to, and as a result of, these rate increases, the California legislature passed reform bills which were designed to reduce loss costs. In September 2003, the California legislature passed reform bills A.B. 227 and S.B. 228 and in April 2004, passed S.B. 899. Among other things,

these bills addressed medical fee schedules, chiropractic and physical therapy visits, medical utilization guidelines, vocational rehabilitation, permanent disability schedules and the presumption of the treating physician. According to the WCIRB, workers' compensation calendar year combined loss and expense ratios declined 24 percentage points from 104% in 2003 to 80%

in 2005. While there has been no definitive, quantitative analysis that has captured the collective impact of the reforms, credible studies of material aspects of the reforms have been undertaken. The California Workers' Compensation Institute, or CWCI, recently completed a series of studies which indicate the reforms have resulted in a significant reduction in loss costs. According to CWCI, average payments for outpatient surgery procedures are down 38.9% since the schedule was adopted in January 2004. In addition, according to the CWCI, there have been significant reductions in physical therapy and chiropractic claims since California adopted the American Academy of Occupational and Environmental Medicine guidelines and the 24-visit cap for these services. According to the CWCI, in comparing 2004 and 2005 claims to 2002 claims, the net reduction in both physical therapy visits and payments was well in excess of 40%, while the net reduction for chiropractic visits and payments was between 45% and 60%.

As a result of the rate increases from 2000 to 2003 and the legislative reforms, underwriting profitability in California improved significantly according to WCIRB estimates as of March 31, 2006 (after reflecting the estimate of California reform legislation on unpaid losses). Accident year combined loss and expense ratios improved from 184% in 1999 to 55% in 2004. Accident year 2005 is estimated by WCIRB to have produced a combined loss and expense ratio of 58%. Despite the slight increase, WCIRB has reported that 2005 marked the third consecutive year with combined ratios in California estimated to be at or below 80%, following eight consecutive years in which they exceeded 100%.

Despite rate decreases in 2004, 2005 and to date in 2006, we believe that California remains a profitable operating environment. According to WCIRB, total estimated ultimate losses in California were down to $7.1 billion in accident year 2005 compared to $12.3 billion in 2002, a reduction of 42%. Indemnity claim counts were down 36% during that same time period. We believe that the impact of reforms will continue to result in loss costs that are supportable by current rate levels.

Nevada Market. The Nevada workers' compensation market has changed dramatically over the past decade. From 1913 until July of 1999 the workers' compensation market was served by a monopolistic state fund. In the 1980's, employers were also allowed to opt for self insurance. In July of 1999, the Nevada workers' compensation insurance market was opened to competition by private carriers, and the Fund was privatized in January of 2000. Therefore, a fully competitive private market in Nevada is a recent phenomenon.

With the opening of the market to competition by private carriers and the privatization of the Fund, capital began emerging in the state, and market shares fluctuated for the first couple of years. By 2002, the effects of rate competition became apparent in Nevada, as rates declined and the market stabilized as businesses settled on workers' compensation carriers.

Nevada has adopted a ‘‘loss cost’’ rate regulation regime, under which insurance companies are permitted to file to deviate upwards or downwards from the bench mark rates set by the insurance regulator. As a result, the primary way in which private carriers compete with one another are based on expense differentiation and dividends. The rate environment has been stable. Although some new capital continues to enter the state, the total number of competitors has remained fairly stable at around 210. Competition between carriers for existing business has settled, and we have seen fewer employers move from one carrier to another.

Industry Outlook

We believe the challenges faced by the workers' compensation industry over the past decade have created significant ongoing opportunity for workers' compensation insurers to increase the amount of business that they write. 2002 marked the first year in five that private carriers in the property and casualty industry experienced an increase in annual after-tax returns on surplus, including capital gains, according to A.M. Best; after-tax returns on surplus increased in 2003, 2004 and 2005 as well. Also according to A.M. Best, workers' compensation industry calendar year combined ratios declined in 2002 for the first time in seven years, falling from 122% in 2001 (with 1.9% attributable to the September 11, 2001 terrorist attacks) to 111% in 2002, 110% in 2003, 107% in 2004 and 102% in 2005, as the rate of increase in medical and indemnity claim costs slowed. According to NCCI, medical claim costs increased 8.5% in 2005 compared to 12.3% in 2001; indemnity costs increased 2.0% in 2005 compared to 9.6% in 2001. As a specialty

provider focused on select small businesses engaged in low to medium hazard industries, we believe we have ample opportunity to provide needed underwriting capacity at attractive rates upon favorable terms and conditions.

Our Business Operations

Customers

Our target customers are select small businesses engaged in low to medium hazard industries. The workers' compensation insurance industry classifies risks into four hazard groups based on severity of claims, with employers in the first, or lowest, hazard group having the most predictable and least costly claims and those in the fourth, or highest, hazard group having the least predictable and most costly claims. Our historical loss experience has been more favorable for lower hazard groups than for higher hazard groups. Further, we believe it is generally more costly to service and manage the risks associated with higher hazard groups, thereby comparatively reducing the profit margin derived from underwriting business in higher hazard groups. By targeting lower hazard groups, we believe that we improve our ability to generate profitable underwriting results. In 2005, 67% and 31% of base direct premiums written were generated by employers in the second and third lowest hazard groups, respectively. Employers in the second lowest hazard group, include restaurants, physician offices, stores and educational institutions. Employers in the third lowest hazard group include the residential carpentry, plumbing, automobile service and repair and real estate agency businesses.

The following table sets forth our base direct premiums written by type of employer for our top ten types of employers and as a percentage of our total base direct premiums written for the year ended December 31, 2005:

Type of Employer	Hazard Group (level)	Base Direct Premiums Written (in thousands)	Percentage of Total (percent)
Physicians and physician office clerical	2	$ 34,826	7.7%
Restaurants	2	33,614	7.4
Store: Wholesale not otherwise classified	2	22,064	4.9
College: Professional employees and clerical	2	14,524	3.2
Store: Retail not otherwise classified	2	13,549	3.0
Clerical office employees not otherwise classified	2	12,686	2.8
Machine shops not otherwise classified	2	12,338	2.7
Dentists and dental surgeons – all employees including clerical	2	9,861	2.2
Clothing manufacturers	2	9,181	2.0

Hotels – all employees	3	7,944	1.8
Total		$ 170,587	37.7%

The following table sets forth our base direct premiums written by hazard group and as a percentage of our total base direct premiums written for the year ended December 31, 2005 and nine months ended September 30, 2006:

Hazard Group	Year ended December 31, 2005	Percentage of 2005 Total	Nine Months Ended September 30, 2006	Percentage of Nine Months Total
	(in thousands, except percentages)			
1	$ 6,016	1.3%	$ 3,981	1.3%
2	305,533	67.4	199,275	65.8
3	140,701	31.1	99,455	32.8
4	784	0.2	360	0.1
Total	$ 453,034	100.0%	$ 303,071	100.0%

In 2005, our policyholders had average annual premiums of approximately $16,500.

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We are not dependent on any single employer or type of employer and the loss of any single employer or type of employer would not have a material adverse effect on our business. We do not expect the size of our customers to increase significantly over time.

Our business targets employers located in several western states, primarily California and Nevada. The following table sets forth our direct premiums written by state and as a percentage of total direct premiums written for the last three years and for the nine months ended September 30, 2006:

	2003	Percentage of Total 2003	2004	Percentage of Total 2004	2005	Percentage of Total 2005	Nine Months Ended September 30, 2006	Percentage of Total for Nine Months Ended September 30, 2006
	(in thousands, except percentages)							
California	$ 43,253	29.6%	$ 277,096	75.9%	$ 350,039	77.7%	$ 220,201	72.7%
Nevada	102,600	70.3	83,076	22.7	82,428	18.3	62,294	20.6
Colorado	—	—	2,353	0.6	11,093	2.5	10,131	3.3
Utah	62	0.1	1,974	0.6	4,681	1.0	5,316	1.7
Idaho	22	0.0	314	0.1	1,263	0.3	2,797	0.9
Montana	3	0.0	472	0.1	1,236	0.2	2,140	0.7
Texas	—	—	—	—	—	—	187	0.1
Arizona	—	—	—	—	—	—	5	0.0
Total	$ 145,940	100.0%	$ 365,285	100.0%	$ 450,740	100.0%	$ 303,071	100.0%

We believe there are significant opportunities for growth in additional markets. We are currently in the process of obtaining certificates of authority to write workers' compensation insurance in the following additional states: Florida, Georgia and Massachusetts. We are optimistic that we will be able to enter the workers' compensation insurance market successfully in those and other states, when we are or become licensed in conjunction with our strategic distribution partner, ADP. For example, we intend to enter Illinois in the fourth quarter of 2006 and Florida in the first quarter of 2007 through ADP.

Substantially all of our policies are written through independent agents and brokers or strategic distribution partners that act as the producer of record on the policy. We treat these independent agents and brokers and strategic distribution partners as our customers as they normally offer a strong purchasing recommendation to the targeted business or make the actual buying decision on behalf of the targeted business.

Marketing and Distribution

We distribute our workers' compensation insurance products principally though independent agents and brokers and through our principal strategic distribution partners, ADP and Wellpoint. We have entered into an additional strategic partnership with E-chx in California and are actively pursuing other strategic partnership opportunities. We manage the marketing and distribution of our products from three strategic business units:

- Pacific Region, which markets and underwrites business written through independent agents and brokers in the state of California. Pacific Region offices are located in San Francisco, Glendale and Fresno, California;
- Strategic Markets, which markets and underwrites business written through our strategic partner relationships. Strategic Markets offices are located in Boise, Idaho and Newbury Park, California; and
- Western Region, which markets and underwrites business written through independent agents and brokers in the states of Nevada, Utah, Montana, Idaho, Colorado, Texas and Arizona. Western Region offices are located in Reno and Henderson, Nevada, Boise, Idaho, Salt Lake City, Utah, Denver, Colorado, Irving, Texas, and Phoenix, Arizona.

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The following table sets forth our base direct premiums written by strategic business unit and as a percentage of our total base direct premiums written for the year ended December 31, 2005, and nine months ended September 30, 2006:

	2005	Percentage of Total 2005	Nine Months Ended September 30, 2006	Percentage of Nine Months Total
	(in thousands, except percentages)			
Pacific Region	$ 229,437	50.6%	$ 131,547	43.4%
Strategic Markets	120,442	26.6	87,659	28.8
Western Region	103,155	22.8	84,256	27.8
Total	$ 453,034	100.0%	$ 303,071	100.0%

Each of our strategic business units employs a Vice President of Sales, each of whom is responsible for setting marketing goals at his respective business unit level and supervising his respective business unit's field sales representatives. Field sales representatives are assigned to individual agents or brokers. Each Vice President of Sales reports to the President of his strategic business unit. Each Vice President of Sales also has a reporting

relationship with our Corporate Vice President of Sales, who is responsible for maintaining the appropriate level of consistency among the strategic business units and the integrity of the EIG brand.

Independent Insurance Agents and Brokers

As of September 30, 2006, we marketed and sold our insurance products through approximately 1,080 independent insurance agents and brokers. During 2005 and the nine months ended September 30, 2006, agents and brokers produced $324 million and $209 million, respectively, of base direct premiums written for us. We pay commissions which we believe are competitive with other workers' compensation insurers and we also believe that we deliver prompt, efficient and professional support services. We generally pay a 12% commission on new and renewal business. Our ratio of commissions to net premiums earned for the nine months ended September 30, 2006 was 12.2%. We have not paid any contingent commissions and have not entered into any contingent commission arrangements with any agent or broker.

No single agent or broker representing us accounted for more than 2.1% of base direct premiums written in 2005 or in the nine months ended September 30, 2006.

Our marketing efforts directed at agents and brokers are implemented by our field marketing representatives and underwriters. We seek to establish and maintain long-term relationships with the principals, producers and customer service representatives of independent agents and brokers that will actively market our products and services. We believe that the decision by agents and brokers to place business with an insurer depends in part upon the quality and breadth of services offered by the insurer to the agents and brokers and policyholders, as well as the insurer's expertise and dedication to a particular line of business. Accordingly, we have sought to enhance the ease of doing business with us and to provide superior service. For example, our recently introduced highly automated underwriting system, E ACCESS, enables agents and brokers to directly input data and the system then prices the risk and binds the coverage without human intervention. Also, we believe that our primary focus on workers' compensation insurance allows us to compete effectively with much larger insurers because of the services we offer and our industry expertise.

We do not delegate underwriting authority to agents or brokers that sell our insurance. Our field underwriters continue to work closely with independent agents and brokers to market and underwrite our business, regularly visit their offices and participate in presentations to customers, which results in enhanced understanding of the businesses and risks we underwrite and the needs of prospective customers.

Strategic Distribution Partners

We have had key distribution relationships with our principal strategic distribution partners, ADP and Wellpoint, since 2002. We do not delegate underwriting authority to our strategic distribution

partners. Our field underwriters continue to work closely with them to market and underwrite our business, regularly visit their offices and participate in presentations to customers, which results in enhanced understanding of the businesses and risks we underwrite and the needs of prospective customers.

ADP. ADP is a payroll services company providing services to small and medium businesses. ADP is the largest payroll service provider in the United States with over 450,000 clients. As part of its services, ADP sells our workers' compensation insurance product in addition to its payroll and accounting services. Our workers' compensation insurance products are distributed through ADP's insurance agency and field sales staff. During the year ended December 31, 2005, we wrote approximately $48.5 million in gross premiums written in four western states (California, Colorado, Idaho and Utah) through ADP. We pay ADP fees which are a percentage of premiums for services provided by ADP on our ADP business.

Within the ADP insurance agency, there are two group programs: accounts with 1 to 50 employees, known as the small business unit, and accounts with 51 to 100 employees, known as the major account unit. The majority of business that we write is written through ADP's small business unit.

ADP utilizes innovative methods to market workers' compensation insurance. It offers a ‘‘Pay-by-Pay’’ program. An advantage of the ‘‘Pay-by-Pay’’ program is that, unlike a traditional workers' compensation insurance policy, policies sold through this program do not require the policyholder to pay a deposit at the inception of the policy. In addition, the workers' compensation premium is deducted each time ADP runs the policyholder's payroll along with their appropriate federal, state, and local taxes. These characteristics of the ‘‘Pay-by-Pay’’ program enable us to price the workers' compensation insurance written as a part of that program competitively.

Although we do not have an exclusive relationship with ADP, we believe we are a strategic distribution partner of ADP for our selected markets and classes of business. Nevertheless, there are some classes of business that ADP provides payroll services for that do not fall within our underwriting criteria. If the risk does not fit our underwriting criteria, ADP may submit that risk to another insurer.

Our agreement with ADP is not exclusive, and ADP may terminate the agreement without cause upon 120 days' notice. The agreement does not contain a specific termination date.

Wellpoint. The Wellpoint ‘‘Integrated Medicomp’’ Partnership includes two agreements, a small group health insurance plan (for employers with 1 to 50 employees) and a large group health insurance plan (for employers with 51 to 251 employees). The large group health insurance plan was effective July 1, 2006. These two group health insurance plans are combined with a standard workers' compensation insurance policy into a program that meets the state requirements for workers' compensation. This exclusive relationship allows us to distribute an integrated group health/workers' compensation product offered in California through the Wellpoint distribution force of life and health agents. It combines Blue Cross Group Health with workers' compensation insurance coverage written through our California-domiciled insurance subsidiary, ECIC. During the year ended December 31, 2005, we wrote approximately $78.4 million in gross premiums through Wellpoint's Integrated Medicomp Program. The primary benefit to the employer is a single bill for their group health and workers' compensation insurance coverages. We believe that this is perceived by the employer as a more efficient way for them to manage the purchase of these products. Another key benefit to this program is the increased satisfaction from employees who are able to use the same medical network for occupational and non-occupational illness and injury. Being the largest group health carrier in California often allows Wellpoint to negotiate favorable rates with their physicians and associated facilities, which we benefit from through reduced claims costs.

An essential element of the program is some level of premium savings to the employer for both independent lines of coverage. These premium savings generally result in increased interest from the employer as well as long-term persistency and the overall success of the program. We believe that, in general, when employers purchase this combination of coverages, their employees make fewer workers' compensation claims because those employees are insured for non-work related illnesses or injuries and thus are less likely to seek treatment for a non-work related illness or injury through their employers' workers' compensation insurance carrier. We pay Wellpoint fees which are a percentage of premiums for services provided by Wellpoint on our Wellpoint business.

Although our distribution agreements with Wellpoint are exclusive, Wellpoint may terminate its agreements with us if we are not able to provide coverage through a carrier with an A.M. Best financial strength rating of B++ or better. After January 1, 2007, Wellpoint may also terminate its agreements with us without cause after giving us 60 days' notice. The agreements are for an initial two-year period running through January 1, 2008.

After that date they are automatically renewable for subsequent one-year periods unless terminated by either party at least 60 days prior to the end of their current term.

E-chx. We entered a joint sales, services and program administration agreement with E-chx in November 2006, pursuant to which E-chx, a payroll solutions company providing payroll outsourcing solutions for small businesses, will market our workers' compensation insurance product in addition to its payroll services. Our workers' compensation insurance product is distributed through Granite Professional Insurance Brokerage, Inc. This program is only available in California. Although we do not have an exclusive relationship with E-chx, we are their only strategic partnership in California. E-chx offers products and services in all 50 states. We pay E-chx fees which are a percentage of premiums for services provided by E-chx.

E-chx offers an ''E-PAY'' program under which policies sold through this program do not require the policyholder to pay a deposit at the inception of the policy, unlike a traditional workers' compensation insurance policy. In addition, the workers' compensation premium is deducted each time E-chx runs the policyholder's payroll along with their appropriate federal, state, and local taxes. We believe that these characteristics of the ''E-PAY'' program will allow us to competitively price the workers' compensation insurance written as a part of that program.

Our agreement with E-chx is not exclusive, and E-chx may terminate the agreement without cause upon 180 days prior written notice. The agreement is for an initial two-year period running through November 2008 and is automatically renewable for subsequent two-year periods.

Direct Business

We write a small amount of direct business, or business that comes to us directly without using an agent or broker, or without coming through one of our strategic distribution partners. This direct business is a legacy of our assumption of the assets and liabilities of the Fund. Although we do not market any direct business so as to avoid channel conflict with our independent agents and brokers, we intend to maintain this pre-existing book of business because it is very well known by our underwriters and very profitable. In the year ended December 31, 2005, we wrote approximately $10.5 million in gross premium attributable to this direct business.

Underwriting

We target select small businesses engaged in low to medium hazard industries. We employ a disciplined, conservative underwriting approach designed to individually select specific types of employers, predominantly those in the three lowest of the four workers' compensation insurance industry hazard groups, that we believe will have fewer and less costly claims relative to other employers in the same hazard group.

We provide workers' compensation coverage to several homogeneous groups of business such as physicians, dentists, restaurants and retail stores. Annually we review the premium, payroll, and loss history trends of each group and develop a schedule rating modification that is applied to all policyholders that meet the qualification standards for a given group. Qualification standards vary between groups and may include factors such as management experience, loss experience, and nature of operations conducted by the insured and/or other exposures specific to the class of business. Each insured's experience modification is also applied in the determination of their premium.

Our underwriting strategy involves continuing our disciplined underwriting approach in pursuing profitable growth opportunities. We carefully monitor market trends to assess new business opportunities, only pursuing opportunities that we expect to meet our pricing and risk standards. We seek to underwrite our portfolio of low to medium hazard risks with a view toward maintaining long-term underwriting profitability across market cycles.

We execute our underwriting processes through highly automated systems and through seasoned underwriters with specific knowledge of local markets. Within these systems, we have developed

underwriting templates for specific, targeted classes of business that produce faster quotations when all underwriting criteria are met by a specific risk. These underwriting guidelines consider many factors such as type of business, nature of operations, risk exposures and other employer-specific conditions, and are designed to minimize underwriting of certain classes and subclasses of business such as chemical manufacturing, high-rise construction and long-haul trucking, which have historically demonstrated claims severity that does not meet our target risk profiles. Our systems price our policies based on the specific risks associated with each potential insured rather than solely on the industry class in which such potential insured is classified.

While our underwriting systems are highly automated, we do not delegate underwriting authority to agents or brokers that sell our insurance or to any other third party. EIG currently has four underwriting systems in production today. To create efficiency and standardization, on July 1, 2006, we implemented a new underwriting and policy administration system, E ACCESS. Two of our other systems (Tropics and DCO) are currently being phased out. By the end of 2007, we will be using one underwriting and policy issuance system. Our field underwriters continue to work closely with independent agents, brokers and our strategic distribution partners to market and underwrite our business, regularly visit their offices and participate in presentations to customers, which results in enhanced understanding of the businesses and risks we underwrite and the needs of prospective customers.

Our underwriting guidelines are defined centrally by our Corporate Underwriting Department. However, we manage underwriting from our Western Region, Pacific Region and Strategic Markets strategic business units. Each of our strategic business units has the authority to write business within the classes that are permitted for the relevant strategic business unit by our underwriting guidelines. As of September 30, 2006, we had a total of 93 employees in our underwriting department, consisting of 49 underwriting professionals and 44 support-level staff members. The average length of underwriting experience of our current underwriting professionals exceeds ten years. Our chief underwriting officer, who is responsible for supervision of the underwriting conducted at all of the strategic business units, has the authority to permit a strategic business unit to underwrite particular risks that fall outside the classes of business specified in our underwriting guidelines on a case-by-case basis. Also, our chief underwriting officer directly oversees the writing of business in the case of certain of our larger customers.

Principal Products and Pricing

Our workers' compensation insurance product is written primarily on a guaranteed cost basis, meaning the premium for a policyholder is set in advance and varies based only upon changes in the policyholder's class and payroll. Class and specific risk credits are formulated to fit the needs of targeted classes and employer groups.

The premiums we charge are established when coverage is bound. Premiums are based on the particular class of business and our estimates of expected losses, loss adjustment expenses and other expenses related to the policies we underwrite. Generally, premiums for workers' compensation insurance policies are a function of:

- the amount of the insured employer's payroll;
- the applicable premium rate, which varies with the nature of the employees' duties and the business of the employer;
- the employer's industry classification; and
- factors reflecting the insured employer's historical loss experience.

In addition, our pricing decisions need to take into account the workers' compensation insurance regulatory regime of each state in which we conduct operations, because such regimes address the rates that industry participants in that state may or should charge for policies. In approximately sixteen states, including Florida and Idaho, workers' compensation insurance rates are set by the state insurance regulators and are adjusted periodically. This style of rate regulation is sometimes referred to as ''administered pricing.'' In some of these states, insurance companies are permitted to file to deviate upwards or downwards from the bench mark rates set

by the insurance regulators. In the vast majority of states, workers' compensation insurers have more flexibility to offer rates that reflect the risk the insurer

is taking based on each employer's profile. These states are often referred to as ‘‘loss cost’’ states. Except for Idaho, all of the states in which we currently operate, including California and Nevada, are ‘‘loss cost’’ states.

In ‘‘loss cost’’ states, the state first approves a set of loss costs that provide for expected loss and, in most cases, LAE payments, which are prepared by an insurance rating bureau (for example, the WCIRB in California and NCCI in Nevada). An insurer then selects a factor, known as a loss cost multiplier, to apply to loss costs to determine its insurance rates. In these states, regulators permit pricing flexibility primarily through (1) the selection of the loss cost multiplier and (2) schedule rating modifications that allow an insurer to adjust premiums upwards or downwards for specific risk characteristics of the policyholder such as:

- type of work conducted at the premises or work environment;
- on-site medical facilities;
- level of employee safety;
- use of safety equipment; and
- policyholder management practices.

In all of the states in which we currently operate, we use both variables (i.e., both (1) and (2) above) to calculate a policy premium that we believe will cover the claim payments, losses and LAE, and company overhead and result in a reasonable profit for us.

State legislative reforms relating to the benefits payable to injured workers can also affect the premium rates that we are able to charge for our insurance products. For example, since September 2003 through September 30, 2006, we have reduced our rates by 56% in California, and we expect that we will need to further reduce our rates in California in the foreseeable future, as a result of cost savings arising from benefit reforms, such as new controls on medical costs and changes in the state's permanent disability compensation formula. This regulatory change instigated a period of intense competition among insurance companies, many of whom lowered their prices below cost in an attempt to capture market share. We expect that there will be continued pressure for the foreseeable future to reduce our rates in California as a result of these reforms. Although the California Insurance Commissioner does not set premium rates, he does adopt and publish advisory ‘‘pure premium’’ rates which are rates that would cover expected losses but do not contain an element to cover operating expenses or profit. He recommended a 16.4% reduction in workers' compensation ‘‘pure premium’’ rates starting in July 2006. In early November 2006, the California Insurance Commissioner recommended that ‘‘pure premium’’ rates be reduced by an additional 9.5% for policies written on or after January 1, 2007. Our California rates continue to be based upon our actuarial analysis of current and anticipated cost trends, and we have determined that our California rates effective on January 1, 2007, will include the 9.5% reduction recommended by the California Insurance Commissioner.

Claims and Medical Case Management

We have an active claims team composed of five units, consisting of an aggregate of 200 employees, that provide regional coverage and claims support. These units are located in Henderson, Nevada; Newbury Park, Glendale and San Francisco, California; and Boise, Idaho. The role of our claims units is to actively investigate, evaluate, pay claims efficiently and aid injured workers in an early return to work, in accordance with applicable laws and regulations. We have implemented rigorous claims guidelines and claims reporting and control procedures in our claims units. To monitor whether claims are handled and reported in accordance with these guidelines, all claims matters are periodically reviewed by our Corporate Quality Assurance Unit. Potentially high cost and high severity claims are required to be promptly reported to our central claims office for oversight and for assignment to our highest skilled claims management personnel. We also provide medical case management services for all claims that we determine will benefit from such involvement. These services are provided by EOH in Nevada and under the supervision of EOH in California. Additionally, EOH maintains an exclusive medical provider network in Nevada, with which it has negotiated discounts.

Our claims department also provides claims management services for those claims incurred by the Fund and assumed by our Nevada insurance subsidiary in connection with the LPT Agreement with a date of injury prior to July 1, 1995. We receive a fee from the third party reinsurers equal to 7% of the loss payments on these claims.

We believe that a claims management strategy emphasizing the efficient and effective handling of reported claims is integral to our ability to reduce policyholders' overall losses. We employ one doctor and 16 registered nurses who work closely with our team of 98 claims examiners and three claims attorneys, the majority of whom have long-term experience in the workers' compensation industry. By reducing the cost of claims, we ultimately help our policyholders reduce the cost of their workers' compensation insurance coverage.

We provide our policyholders with an active claims management program and strive for rapid, reasonable closure of all claims. After we receive notice of a lost-time injury, our registered nurses and claims examiners promptly contact the injured worker to assist with the injured worker's care and prompt return to work. If an injury is significant and meets specified criteria, we will assign a registered nurse to assist in the management of that claim. Working as a team with our claims examiners, our nurses direct and coordinate the medical treatment from inception until the medical component of the claim has been resolved. The claims examiner also manages the claim until it is resolved.

Claims can only be handled appropriately when claims examiners and nurses have enough time to devote to each case. We believe that our claims handling procedures result in reduced insurance losses and lower litigation expenses. Our goal is to maintain a maximum of 120 lost-time claims per claims examiner in California and 145 lost-time claims per claims examiner in all other states. Our claims staff is familiar with the local regulations and healthcare providers in the territories they service. Less than one percent of our claims are handled by third-party administrators. Broadspire Services, Inc. handles our claims in Texas and Putman and Associates handles our claims in Montana.

In Nevada, we have created our own medical provider network and we make every effort to channel injured workers into this network. In the other states in which we do business, we utilize networks affiliated with WellPoint, as well as Concentra Operating Corporation's network in Texas. In addition to our medical networks, we work closely with local vendors, including attorneys, medical professionals and investigators, to bring local expertise to our reported claims. We pay special attention to reducing costs in each region and have established discounting arrangements with these groups. We use preferred provider organizations, bill review services and utilization management to closely monitor medical costs and to verify that providers charge no more than the applicable fee schedule, or in some cases what is usual and customary. By reducing expenses and achieving cost savings, we are able to provide injured workers access to quality medical treatment while charging lower premiums.

We pursue all avenues of subrogation and recovery in an effort to mitigate claims costs. Subrogation rights are based upon state and federal laws and upon the insurance policy issued to the insured. Our subrogation efforts are handled through our subrogation department. Claims personnel identify potential subrogation issues and communicate with the assigned subrogator when evaluating settlements that include subrogation exposure and

when scheduling investigation on a claim that may have a subrogation opportunity. Individual subrogators, and in some instances, outside counsel are responsible for the subrogation efforts for all states in which we transact business.

Our Fraud Investigation Department, which consists of five employees, is responsible for ensuring that every attempt is made to determine if fraudulent activity has occurred in cases submitted to it. The Fraud Investigation Department operates in conjunction with the claims, audit, collections, loss control and underwriting departments to determine whether an allegation of fraud is valid. We investigate allegations of fraud on the part of physicians, policyholders and injured workers. All files referred to the Fraud Investigation Department are reviewed to determine whether an investigation should be opened. If an investigation is opened, the Fraud Investigation Department gathers the information necessary for submission to the appropriate state regulatory agency for further investigation. Where circumstances warrant, the Fraud Investigation Department will refer cases to the district attorney or attorney general for criminal prosecution. We have established antifraud plans consistent with each state's special

investigation regulations. The Fraud Investigation Department is also responsible for formulating quarterly training and education of our staff in each state.

Within our claims organization we have a Quality Assurance Department, which consists of eight employees. This department conducts audits on at least an annual basis of all claims offices. These audits focus on compliance with regulatory requirements, as well as best practices and policies and procedures. This department is also responsible for development of the training of claims staff.

Loss Control

Our loss control professionals are an important part of our loss control strategy and we believe their consultative services provide value to our policyholders. The purpose of our loss control group, which consists of 22 employees, is to aid policyholders in preventing losses before they occur and in containing costs once claims occur. The group also assists our underwriting personnel in evaluating potential and current policyholders. We train employers, primarily using internet-based training programs, in the details of workers' compensation practices, as well as safety and health techniques to reduce frequency and severity of injuries. For example, we have developed a loss control library that is easily downloadable by small businesses and which can be used by such businesses to undertake self-evaluations of their premises to ensure that they are operating their businesses in a safe manner.

Information Technology

Operating Systems & Hardware

We run Microsoft Windows XP on the desktop computers used in our business and Windows 2000 & 2003 on our Wintel Servers. Our Midrange Servers run Solaris for Unix, and OS 600 for AS 400. Our desktop hardware is Dell. Our Windows Servers are primarily Hewlett-Packard, our Unix Servers are Sun Microsystems and we also have IBM AS 400's (I Series). We have both older and newer servers. The newer ones are under warranty and all are under maintenance agreements for support and service.

Business Continuity/Disaster Recovery

We have a business continuity plan for our most critical business functions and continue to add to this plan for other functions that are not as critical. We have a full-time Business Continuity Program, or BCP, coordinator on staff who keeps the incident management team engaged in the constant review and testing of the BCP process. We have a disaster recovery plan for the restoration of information technology infrastructure and applications. We are evolving this plan to include the many changes we have had in our environment in the last two years. We have two data centers. Henderson, Nevada is our production data center and Glendale, California is our DR/development data center. We are currently building a data center in Reno, Nevada, and expect it to fully replace the Glendale data center during the second quarter of 2007. Currently our backup tapes are stored offsite with a data storage company.

Core Systems

E ACCESS. E ACCESS is our new underwriting and policy administration system which was deployed into production on May 22, 2006 for July 1, 2006 renewals and new business. This system is a vendor package from CSC, Inc. This package includes the base systems for underwriting evaluation, quoting, rating, policy issuance and policy servicing and endorsements. We have also customized the system to support some of our specific company needs. We host this package internally and have licensed the source code so that we can have more control over enhancements to the application. As of September 30, 2006, we have 4.25 years left on our license contract with CSC.

DCO/UWS, Tropics, AIMS. DCO/UWS, Tropics and AIMS are currently used for policy administration. DCO/UWS and Tropics will be phased out through June 2007. AIMS is currently used for one of our strategic distribution partners and will be converted to E ACCESS in 2007 and will be phased out over the next 12 months.

Focus. Focus is our proprietary claims administration system. This single system is used for all claims management activities across the company. We have contracted to license a new claims administration system that will replace Focus in its entirety as described below.

IVOS. We have licensed the Valley Oak Systems, Inc., or IVOS, claims administration system and are in the implementation phase of this project. IVOS will replace Focus in the fourth quarter of 2007. The

major benefits of the IVOS system include enhanced productivity through more efficient processing, better management reporting and business rules logic to support more effective claims handling.

Data Warehouse. This system is fed from all processing system data bases on various periodic schedules to provide a consolidated reporting tool for all our business across all states. Several data marts exist that are subsets of data used for management reporting, primarily by our actuarial department. Ad hoc report requests are handled by a small data reporting team on behalf of the business.

Oracle Financials. We are licensed to use Oracle AP, GL, Fixed Assets and Cash Management. These modules are integrated and are used to produce financial statements for the company. Data is fed from various source systems into Oracle Financials for reporting and consolidation purposes.

ADP, HR & Payroll. Our payroll process is outsourced to ADP to generate paychecks for employees. HR Perspectives is run locally at EIG but supported by ADP. This support method provides data security for sensitive employee information. IT employees support the servers but not the data in the HR Perspectives data bases.

Losses and Loss Adjustment Expense Reserves

We are directly liable for losses and LAE under the terms of insurance policies our insurance subsidiaries underwrite. Significant periods of time can elapse between the occurrence of an insured loss, the reporting of the loss to the insurer and the insurer's payment of that loss. Our loss reserves are reflected in our balance sheets under the line item caption ‘‘unpaid losses and loss adjustment expenses.’’ As of September 30, 2006, our reserve for unpaid losses and LAE, net of reinsurance, was $1.2 billion. The process of estimating reserves involves a

considerable degree of judgment by management and, as of any given date, is inherently uncertain. For a detailed description of our reserves, the judgments, key assumptions and actuarial methodologies that we use to estimate our reserves and the role of our consulting actuary, see ‘‘Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies—Reserves for Losses and Loss Adjustment Expenses.’’

The following table provides a reconciliation of the beginning and ending loss reserves for each of 2003, 2004 and 2005 and the nine months ended September 30, 2006 on a GAAP basis:

	Year Ended December 31,			Nine Months Ended September 30, 2006
	2003	2004	2005	
	(in thousands)			
Unpaid losses and LAE at beginning of period	$ 2,267,368	$ 2,193,439	$ 2,284,542	$ 2,349,981
Less reinsurance recoverables excluding bad debt allowance on unpaid losses	1,359,042	1,230,982	1,194,728	1,141,500
Net unpaid losses and LAE at beginning of the period	908,326	962,457	1,089,814	1,208,481
Losses and LAE, net of reinsurance, incurred in:				
Current year	237,456	289,544	333,497	192,080
Prior years	(69,209)	(37,582)	(78,053)	(81,721)
Total net losses and LAE incurred	168,247	251,962	255,444	110,359
Deduct payments for losses and LAE, net of reinsurance related to:				
Current year	33,169	33,475	40,116	25,556
Prior years	80,947	91,130	96,661	83,796
Total net payments for losses and LAE during the current period	114,116	124,605	136,777	109,352
Ending unpaid losses and LAE, net of reinsurance	962,457	1,089,814	1,208,481	1,209,488
Reinsurance recoverable excluding bad debt allowance on unpaid losses and LAE	1,230,982	1,194,728	1,141,500	1,106,071
Ending unpaid losses and LAE, gross of reinsurance	$ 2,193,439	$ 2,284,542	$ 2,349,981	$ 2,315,559

Our estimates of incurred losses and LAE attributable to insured events of prior years have decreased for past accident years because actual losses and LAE paid and current projections of unpaid losses and LAE were less than we originally anticipated. We refer to such decreases as favorable developments. The reductions in reserves were $78.1 million, $37.6 million and $69.2 million for the years ended December 31, 2005, 2004 and 2003 and $81.7 million for the nine months ended September 30, 2006, respectively. Estimates of net incurred losses and LAE are established by management utilizing actuarial indications based upon our historical and industry experience regarding claim emergence and claim payment patterns, and regarding claim cost trends, adjusted for future anticipated changes in claims-related and economic trends, as well as regulatory and legislative changes, to establish our best estimate of the losses and LAE reserves. The decrease in the prior year reserves was primarily the result of actual paid losses being less than expected, and revised assumptions used in projection of future losses and LAE payments based on more current information about the impact of certain changes, such as legislative changes, which was not available at the time the reserves were originally established. While we have had favorable developments over the past three years, the magnitude of these developments illustrates the inherent uncertainty in our liability for losses and loss adjustment expenses, and we believe that favorable or unfavorable developments of similar magnitude, or greater, could occur in the future. For a detailed description of the major sources of recent favorable developments, see Note 6 in the Notes to our Consolidated Financial Statements and Note 2 in the Notes to Unaudited Condensed Consolidated Financial Statements, in each case which are included elsewhere in this prospectus.

Our reserve for unpaid losses and loss adjustment expenses (gross and net), as well as our case and IBNR reserves, as of December 31, 2003, 2004 and 2005 and September 30, 2006 were as follows:

	December 31, 2003	December 31, 2004	December 31, 2005	September 30, 2006
	(in thousands)			
Case reserves	$ 814,330	$ 777,379	$ 772,544	$ 755,102
IBNR	1,128,017	1,235,277	1,290,029	1,270,333
Loss adjustment expenses	251,092	271,886	287,408	290,124
Gross unpaid losses and loss adjustment expenses	2,193,439	2,284,542	2,349,981	2,315,559
Reinsurance recoverables on unpaid losses and loss adjustment expenses, gross	1,230,982	1,194,728	1,141,500	1,106,071
Net unpaid losses and loss adjustment expenses	$ 962,457	$ 1,089,814	$ 1,208,481	$ 1,209,488

The following tables show changes in the historical loss reserves, on a gross basis and net of reinsurance, for our insurance subsidiaries for the six years ended December 31, 2005. These tables are presented on a GAAP basis. The top line of each table shows the net reserves for unpaid losses and LAE recorded at each year-end. Such amount represents an estimate of unpaid losses and LAE occurring in that year as well as future payments on claims occurring in prior years. The upper portion of these tables (net cumulative amounts paid) present the cumulative amounts paid during subsequent years on those losses for which reserves were carried as of each specific year. The lower portions (net reserves re-estimated) show the re-estimated amounts of the previously recorded reserve based on experience as of the end of each succeeding year. The re-estimate changes as more information becomes known about the actual losses for which the initial reserve was carried. An adjustment to the carrying value of unpaid losses for a prior year will also be reflected in the adjustments for each subsequent year. For example, an adjustment made in the 2000 year will be reflected in the re-estimated ultimate net loss for each of the years thereafter. The gross cumulative redundancy (deficiency) line represents the cumulative change in estimates since the initial reserve was established. It is equal to the difference between the initial reserve and the latest re-estimated reserve amount. A redundancy means that the original estimate was higher than the current estimate. A deficiency means that the current estimate is higher than the original estimate.

	2000	2001	2002	2003	2004	2005
			(in thousands)			
Net reserves for losses and loss adjustment expenses:(1)						
Originally estimated	$ 936,000	$ 887,000	$ 908,326	$ 962,457	$ 1,089,814	$ 1,208,481
Net cumulative amounts paid as of:						
One year later	108,748	81,022	80,946	91,130	96,658	
Two years later	161,721	120,616	130,386	150,391		
Three years later	191,453	149,701	165,678			
Four years later	215,015	173,204				
Five years later	235,613					
Net reserves re-estimated as of:						
One year later	896,748	875,522	847,917	924,878	1,011,759	
Two years later	885,221	781,142	805,058	886,711		
Three years later	800,959	742,272	779,373			
Four years later	766,204	719,912				
Five years later	743,997					
Net cumulative redundancy:	192,003	167,088	137,753	75,748	78,057	0
Gross reserves – December 31	2,326,000	2,226,000	2,267,368	2,193,439	2,284,542	2,349,981
Reinsurance recoverables	1,390,000	1,339,000	1,359,042	1,230,982	1,194,728	1,141,500
Net reserves – December 31	936,000	887,000	908,326	962,457	1,089,814	1,208,481
Gross re-estimated reserves	2,072,866	2,000,560	2,024,790	2,088,437	2,178,514	2,349,981
Re-estimated reinsurance recoverable	1,328,869	1,280,648	1,245,417	1,201,726	1,166,755	1,141,500
Net re-estimated reserves	743,997	719,912	779,373	886,711	1,011,759	1,208,481
Gross reserves for losses and loss adjustment expenses:						
Originally estimated	2,326,000	2,226,000	2,267,368	2,193,439	2,284,542	2,349,981
Gross cumulative amounts paid as of:						
One year later	160,978	128,066	128,462	137,968	142,632	
Two years later	260,995	215,176	224,740	243,203		
Three years later	338,243	291,099	306,006			
Four years later	408,643	360,535				
Five years later	475,174					
Gross reserves re-estimated as of:						
One year later	2,280,978	2,211,566	2,121,867	2,148,829	2,178,514	
Two years later	2,266,495	2,089,850	2,072,205	2,088,437		
Three years later	2,157,647	2,049,340	2,024,790			
Four years later	2,121,397	2,000,560				
Five years later	2,072,866					
Gross cumulative redundancy (deficiency)	$ 253,134	$ 225,440	$ 196,377	$ 105,002	$ 106,029	$ 0

(1) The paid and reserve data in the preceding table is presented on a calendar year basis. We commenced operations as a non-governmental mutual insurance company on January 1, 2000 when our Nevada insurance subsidiary assumed the assets, liabilities and operations of the Fund. Paid and reserve data for the years 1995 through 1999 has not been included in the preceding tables because (i) prior to December 31, 1999, the Fund was not required to include reserves related to losses and LAE for claims occurring prior to July 1, 1995 in its annual statutory financial statements filed with the Nevada Division of Insurance (consequently, the financial statements made no provision for such liabilities and complete information in respect of those years is not available in a manner that conforms with the information in this table) and (ii) for claims occurring subsequent to July 1, 1995 and prior to the Company's inception on January 1, 2000, we believe that the loss development pattern was uniquely attributable to Nevada workers' compensation reforms adopted in the early 1990s, which pattern is not indicative of development that would be expected to be repeated in our prospective operations.

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Reinsurance

Reinsurance is a transaction between insurance companies in which an original insurer, or ceding company, remits a portion of its premiums to a reinsurer, or assuming company, as payment for the reinsurer assuming a portion of the risk. Reinsurance agreements may be proportional in nature, under which the assuming company shares proportionally in the premiums and losses of the ceding company. This arrangement is known as quota share reinsurance. Reinsurance agreements may also be structured so that the assuming company indemnifies the ceding company against all or a specified portion of losses on underlying insurance policies in excess of a specified amount, which is called an ‘‘attachment level’’ or ‘‘retention’’ in return for a premium, usually determined as a percentage of the ceding company's primary insurance premiums. This arrangement is known as excess of loss reinsurance. Excess of loss reinsurance may be written in layers, in which a reinsurer or group of reinsurers accepts a band of coverage up to a specified amount. Any liability exceeding the outer limit of the program is retained by the ceding company. The ceding company also bears the credit risk of a reinsurers' insolvency. In accordance with general industry practices, we purchase excess of loss reinsurance to protect against the impact of large, irregularly-occurring losses, which would otherwise cause sudden and unpredictable changes in net income and the capital of our insurance subsidiaries.

Reinsurance is used principally:

- to reduce net liability on individual risks;
- to provide protection for catastrophic losses; and
- to stabilize underwriting results.

Our current reinsurance treaty applies to all loss occurrences during and on policies which are in force between 12:01 a.m. July 1, 2006 through 12:01 a.m. July 1, 2007. The treaty consists of two master interests and liabilities agreements, one excess of loss agreement and one catastrophic loss agreement, entered into between EICN and its current and future affiliates and the subscribing reinsurers. We have the ability to extend the term of the treaty to continue to apply to policies which are in force at the expiration of the treaty generally for a period of 12 months. We may cancel the treaty upon 60 days written notice, generally, if any reinsurer ceases its underwriting operations, becomes insolvent, is placed in conservation, rehabilitation, liquidation, has a receiver appointed or if any reinsurer is unable to maintain a rating by A.M. Best and/or Standard and Poor's of at least A− throughout the term of the treaty. Covered losses which occur prior to expiration or cancellation of the treaty continue to be obligations of the reinsurer, subject to the other conditions in the agreement. The subscribing reinsurers may terminate the treaty only for our breach of the obligations of the treaty. We are responsible for the losses if the reinsurer cannot or refuses to pay.

The treaty includes certain exclusions for which our reinsurers are not liable for losses, including but not limited to, losses arising from the following: war, strikes or civil commotion; nuclear incidents other than incidental or ordinary industrial or educational pursuits or the use, handling or transportation of radioisotopes for medical or industrial use or radium or radium compounds; underground mining except where incidental; oil and gas drilling, refining and manufacturing; manufacturing, storage and transportation of fireworks or other explosive substances or devices; asbestos abatement, manufacturing or distribution; excess policies attaching excess of a self-insured retention or a deductible greater than $25,000; and commercial airlines personnel. The reinsurance coverage includes coverage for acts of terrorism other than losses directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with nuclear, radiological, biological or chemical pollution, contamination or explosion. We have underwriting guidelines which generally require that insured risks fall within the coverage provided in the reinsurance treaty. Any risks written outside the treaty coverage require the review and approval of our chief underwriting officer and/or chief operating officer. Finally, the treaty

includes a mandatory commutation (a contractual obligation where the reinsurer makes a final payment of the present value of unpaid ultimate losses covered during the treaty period and is relieved from any additional obligations on those losses) at 84 months following the expiration or cancellation of the agreement for the reinsurance layer (the reinsurance treaty is comprised of a series of insurance coverage by one or more reinsurers that are stacked on top of each other to bring the total reinsurance coverage to a maximum of $175 million)

to $10 million and commutation by mutual agreement in the layers above $10 million; and, the reinsurance layers above $10 million provide for a single reinstatement of the coverage upon exhaustion of the respective layers of coverage.

The table below provides information about our reinsurers and their participation in our reinsurance program:

		All Treaties are Per Occurrence Excess of Loss with a term of July 1, 2006 to June 30, 2007					
	A.M. Best Ratings	$6m excess of $4m	$10m excess of $10m	$30m excess of $20m	$50m excess of $50m	$25m excess of $100m	$50m excess of $125m
		(in thousands, except for percentages)					
Reinsurers:							
Allied World Assurance Company Ltd	A	—	—	—	—	20.00%	—
American Reinsurance Company	A	15.00%	—	—	—	—	—
Arch Reinsurance Company	A−	—	—	—	8.00%	12.00%	6.00%
Aspen Insurance UK Limited	A	17.50%	9.00%	11.00%	9.17%	9.00%	14.00%
Catlin Insurance Company Ltd.	A	—	7.50%	7.50%	7.50%	7.50%	15.00%
Endurance Specialty Insurance Ltd.	A−	—	20.00%	15.00%	20.00%	10.00%	10.00%
Federal Insurance Company	A++	—	—	2.00%	5.00%	—	—
Hannover Re (Bermuda) Ltd.	A	—	—	—	5.00%	10.00%	10.00%
Hannover Rueckversicherung-AG	A	15.00%	15.00%	15.00%	—	—	—
Lloyds Syndicate #0435 FDY	A	—	5.00%	—	6.00%	—	3.80%
Lloyds Syndicate #0570 ATR	A	1.00%	2.25%	3.25%	2.50%	—	1.25%
Lloyds Syndicate #0623 AFB	A	—	3.75%	—	3.00%	—	—
Lloyds Syndicate #0727 SAM	A	—	2.00%	2.00%	2.00%	1.75%	1.50%
Lloyds Syndicate #0780 ADV	A	—	—	1.25%	1.00%	2.75%	2.0%
Lloyds Syndicate #0958 GSC	A	—	2.50%	3.00%	3.75%	3.00%	—
Lloyds Syndicate #1084 CSL	A	—	—	—	2.75%	3.75%	3.77%
Lloyds Syndicate #2000 HAR	A	5.85%	3.50%	5.85%	5.33%	6.75%	6.38%
Lloyds Syndicate #2001 AMLIN UND	A	—	—	—	—	—	5.00%
Lloyds Syndicate #2003 SJC	A	—	—	2.00%	7.50%	7.00%	—
Lloyds Syndicate #2020 WEL	A	32.00%	17.00%	18.00%	—	—	—
Lloyds Syndicate #2987 BRT	A	7.80%	5.00%	6.65%	5.00%	—	8.80%
Lloyds Syndicate #4472 LIB	A	5.85%	—	—	4.00%	4.00%	5.00%
Odyssey America Reinsurance Corporation	A	—	5.00%	5.00%	—	—	—
Validus Reinsurance Ltd.	A−	—	2.50%	2.50%	2.50%	2.50%	7.5%
		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Excess of Loss Reinsurance

Our practice is to select reinsurers with an A.M. Best rating of ‘‘A−’’ or better. We currently purchase excess of loss reinsurance. We purchase reinsurance to cover larger individual losses and aggregate catastrophic losses from natural perils and terrorism. For the treaty, or contract, year beginning July 1, 2006, we have purchased reinsurance up to $175 million to protect against natural perils and acts of terrorism, excluding nuclear, biological, chemical and radiological events. We would be solely responsible for any losses we suffer above $175 million. Our loss retention for the treaty year beginning July 1, 2006 is $4 million. This means we have reinsurance for covered losses we suffer between $4 million and $175 million, subject to an aggregate loss cession limitation in the first layer ($6 million in excess of $4 million) of $18 million. However, any loss to a single person involving the second through sixth layers of our reinsurance program is limited to $7.5 million, and the second through sixth layers ($165 million in excess of $10 million) are limited to one mandatory reinstatement with an additional premium.

Quota Share Reinsurance

We have not entered into any quota share reinsurance for new and renewal business since our Nevada insurance subsidiary assumed the assets and liabilities of the Fund on January 1, 2000. We may, however, determine to purchase such coverage in the future based upon our premium growth and capitalization and the terms of available quota share reinsurance.

LPT Agreement

On July 1, 1999, the Nevada legislature enacted Senate Bill 37 (SB37). The provisions of SB37 specifically stated that the Fund could take retroactive credit as an asset or a reduction of liability, amounts ceded to (reinsured with) assuming insurers with security based on discounted reserves for losses related to periods beginning before July 1, 1995, at a rate not to exceed 6%.

As a result of SB37, the Fund entered into the LPT Agreement, a retroactive 100% quota share reinsurance agreement, in a loss portfolio transfer transaction with third party reinsurers. The LPT Agreement commenced on June 30, 1999 and will remain in effect until all claims for loss and outstanding loss under the covered policies have closed, the agreement is commuted, or terminated, upon the mutual agreement of the parties or the reinsurer's aggregate maximum limit of liability is exhausted, whichever occurs earlier. The LPT Agreement does not provide for any additional termination terms. The LPT Agreement substantially reduced the Fund's exposure to losses for pre-July 1, 1995 Nevada insured risks. On January 1, 2000, our Nevada insurance subsidiary assumed all of the assets, liabilities and operations of the Fund, including the Fund's rights and obligations associated with the LPT Agreement.

Under the LPT Agreement, the Fund initially ceded $1.525 billion in liabilities for the incurred but unpaid losses and LAE related to claims incurred prior to July 1, 1995, for consideration of $775 million in cash. The LPT Agreement, which ceded to the reinsurers substantially all of the Fund's outstanding losses as of June 30, 1999 for claims with original dates of injury prior to July 1, 1995, provides coverage for losses up to $2 billion, excluding losses for burial and transportation expenses. As of December 31, 2005 the estimated remaining liabilities subject to the LPT Agreement were approximately $1 billion. Losses and LAE paid with respect to the LPT Agreement totaled approximately $320.2 million at December 31, 2005.

The reinsurers agreed to assume responsibilities for the claims at the benefit levels which existed in June 1999. Also, the LPT Agreement required the reinsurers to each place assets supporting the payment of claims by them in individual trusts that require that collateral be held at a specified level. The level must not be less than the outstanding reserve for losses and a loss expense allowance equal to 7% of estimated paid losses discounted at a rate of 6%. If the assets held in trust fall below this threshold, we can require the reinsurers to contribute additional assets to maintain the required minimum level. The value of these assets as of September 30, 2006 was

$1.1 billion. One of the reinsurers has collateralized its obligations under the LPT Agreement by placing the stock of a publicly held corporation, with a value of $667.0 million at September 30, 2006, in a trust to secure the reinsurer's obligation of $569.4 million. The value of this collateral is therefore subject to fluctuations in the market price of such stock. The other reinsurers have placed treasury and fixed income securities in trusts to collateralize their obligations.

The original reinsurers party to the LPT Agreement included ACE Bermuda Insurance Limited, XL Mid Ocean Reinsurance Company Ltd. and Gerling. The contract provides that during the term of the agreement all reinsurers need to maintain a rating of no less than ''A−'' as determined by A.M. Best. On October 18, 2002, the rating of Gerling dropped below the mandatory ''A−'' rating to ''B+''. Therefore, on May 28, 2003, EICN entered into an agreement with NICO and Gerling. Under the terms of this agreement, Gerling was released from its percentage participation (55%) in the LPT Agreement and NICO assumed such participation. The cost to EICN of the novation was $32.8 million.

Clarendon Fronting Facility

Effective July 1, 2002, ECIC entered into a fronting facility with Clarendon in connection with the Fremont transaction, pursuant to which we effectively acted as a reinsurer and provided administrative and claims services. Under the Clarendon fronting facility, ECIC assumed liability for 100% of the post-June 30, 2002 losses under Fremont policies in force as of July 1, 2002 and for 90% of the losses under

new and renewal policies written through Clarendon after June 30, 2002. This arrangement was necessary because, at the time of the Fremont transaction, ECIC did not have a financial strength rating, which is typically required by market participants, such as agents and brokers, and, accordingly, we could not write policies directly in California. Clarendon had such a financial strength rating and, because of the fronting facility, ECIC was able to utilize such rating to write policies indirectly in California. ECIC obtained the relevant financial strength rating in the fourth quarter of 2003 and, as a result, was able to issue new and renewal policies on its own without the fronting facility after that date. Due to the ability of ECIC to write and renew business, the fronting facility was no longer needed for issuing or renewing policies. Our obligations to Clarendon under the fronting facility were initially collateralized with assets placed in a trust. This trust fund had a market value at September 30, 2006 of $16.3 million. In October 2006, the trust agreement with Clarendon was terminated and the funds were released to us.

Recoverability of Reinsurance

In addition to selecting financially strong reinsurers, we continue to monitor and evaluate our reinsurers to minimize our exposure to credit risks or losses from reinsurer insolvencies. Reinsurance makes the assuming reinsurer liable to the ceding company, or original insurer, to the extent of the reinsurance. It does not, however, discharge the ceding company from its primary liability to its policyholders in the event the reinsurer is unable to meet its obligations under such reinsurance. Therefore, we are subject to credit risk with respect to the obligations of our reinsurers. Recent natural disasters, such as Hurricanes Katrina, Rita and Wilma have caused unprecedented insured property losses, a significant portion of which will be borne by reinsurers. If a reinsurer is active both in the property and in the workers' compensation insurance market, its ability to perform its obligations in the latter market may be adversely affected by events unrelated to workers' compensation insurance losses. We regularly perform internal reviews of the financial strength of our reinsurers. However, if a reinsurer is unable to meet any of its obligations to our insurance subsidiaries under the reinsurance agreements, our insurance subsidiaries would be responsible for the payment of all claims and claims expenses that we have ceded to such reinsurer. We do not believe that our insurance subsidiaries are currently exposed to any material credit risk.

The availability, amount and cost of reinsurance are subject to market conditions and to our experience with insured losses. There can be no assurance that our reinsurance agreements can be renewed or replaced prior to expiration upon terms as satisfactory as those currently in effect. If we were unable to renew or replace our reinsurance agreements, or elect not to obtain quota share reinsurance:

- our net liability on individual risks would increase;
- we would have greater exposure to catastrophic losses;
- our underwriting results would be subject to greater variability; and
- our underwriting capacity would be reduced.

Certain information regarding our ceded reinsurance recoverables as of September 30, 2006 for reinsurance programs incepted prior to June 30, 2006 is provided in the following table:

	Rating(1)	Total Paid	Total Unpaid Losses and LAE	Total
		(dollars in thousands)		
ACE Bermuda Insurance Limited	A+	$ 1,137	$ 102,383	$ 103,520
Ace Property & Casualty Insurance Company	A+	0	2,303	2,303
American Healthcare Indemnity Co	B	0	4,684	4,684
American Reinsurance Company	A	1	2,986	2,987
Aspen Insurance UK Limited	A	0	4,923	4,923
Converium Reinsurance (North America) Inc.	B−	0	7,426	7,426
GE Reinsurance Corporation	A	(10)	13,515	13,505
Gerling Global Reinsurance Corp of America	NR-3	23	3,174	3,196
National Indemnity Company	A++	6,253	563,108	569,361
National Union Fire Insurance Company of Pittsburgh PA	A+	7	1,087	1,094
Odyssey America Reinsurance Corp	A	0	1,232	1,232
ReliaStar Life Insurance Company	A+	31	2,596	2,627
St. Paul Fire & Marine Insurance Company	A+	16	5,933	5,949
Tokio Marine and Fire Insurance Company (US)	A++	39	6,362	6,400
Underwriters Reinsurance Company	A	0	2,382	2,382
XL Reinsurance Ltd	A+	3,979	358,342	362,321
Lloyds Syndicates	A	0	14,602	14,602
All Other	Various	63	7,757	7,822
Total		$ 11,539	$ 1,104,795	$ 1,116,334

(1) A.M. Best's highest financial strength ratings for insurance companies are ''A++'' and ''A+'' (superior) and ''A'' and ''A−'' (excellent).

We review the aging of our reinsurance recoverables on a quarterly basis. At September 30, 2006, 0.2% of our reinsurance recoverables on paid losses were 90 days overdue.

Investments

We derive investment income from our invested assets. We invest our insurance subsidiaries' total statutory surplus and funds to support our loss reserves and our unearned premiums. As of September 30, 2006, the amortized cost of our investment portfolio was $1.6 billion and the fair market value of the portfolio was $1.7 billion.

We employ an investment strategy that emphasizes asset quality and the matching of maturities of fixed maturity securities against anticipated claim payments and expenditures or other liabilities. The amounts and types of our investments are governed by statutes and regulations in the states in which our insurance companies are domiciled. Investment guidelines require that the minimum weighted average quality of the portfolio shall be ''AA.'' As of September 30, 2006, our combined portfolio consisted principally of fixed maturity securities. Our bond portfolio is heavily weighted toward short-to intermediate-term, investment grade securities rated ''A'' or better, with approximately 90.6% of the carrying value of our investment portfolio rated ''AA'' or better at September 30, 2006.

Our overall investment philosophy is to maximize total investment returns within the constraints of prudent portfolio risk. We employ Conning Asset Management to act as our independent investment advisor. Conning follows our written investment guidelines based upon strategies approved by our Board of Directors. In addition to the construction and management of the portfolio, we utilize investment advisory services of Conning. These services include investment accounting and company modeling using DFA. The DFA tool is utilized in developing a tailored set of portfolio targets and objectives which, in turn, is used in constructing an optimal portfolio.

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We regularly monitor our portfolio to preserve principal values whenever possible. All securities in an unrealized loss position are reviewed to determine whether the impairment is other-than-temporary. Factors considered in determining whether a decline is considered to be other-than-temporary include length of time and the extent to which fair value has been below cost, the financial condition and near-term prospects of the issuer, and our ability and intent to hold the security until its expected recovery.

The following table shows the market values of various categories of invested assets, the percentage of the total market value of our invested assets represented by each category and the tax equivalent yield based on the market value of each category of invested assets as of September 30, 2006:

	Market Value	Percent of Total	Yield
	(in thousands, except percentages)		
Category:			
U.S. Treasury securities	$ 141,133	8.2%	4.08
U.S. Agency securities	129,518	7.5	5.07
Corporate securities	206,841	12.0	5.19
Tax-exempt municipal securities	713,017	41.2	5.72
Mortgage-backed securities	211,697	12.2	5.42
Commercial Mortgage-backed securities	44,274	2.5	5.15
Asset-backed securities	24,806	1.4	4.63
Equities	259,502	15.0	2.23
Total	$ 1,730,788	100.0%	
Weighted average yield			4.88

The average credit rating for our fixed maturity securities investment portfolio, using ratings assigned by Standard & Poor's, was AA+ at September 30, 2006. The following table shows the Standard & Poor's ratings distribution of our fixed maturity portfolio as of September 30, 2006, as a percentage of total market value:

	Percentage of Total Market Value
Rating:	
''AAA''	78.22%
''AA''	12.40
''A''	6.44
''BBB''	2.94
Total	100.00%

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The following table shows the composition of our fixed maturity securities investment portfolio by remaining time to maturity at September 30, 2006. For securities that are redeemable at the option of the issuer and have a market price that is greater than par value, the maturity used for the table below is the earliest redemption date. For securities that are redeemable at the option of the issuer and have a market price that is less than par value, the maturity used for the table below is the final maturity date. For mortgage-backed securities, mortgage prepayment assumptions are utilized to project the expected principal redemptions for each security, and the maturity used in the table below is the average life based on those projected redemptions:

	As of September 30, 2006	
Remaining Time to Maturity	Market Value	Percent of Total Market Value
	(in thousands, except percentages)	
Less than one year	$ 80,859	5.5%
One to five years	448,800	30.5
Five to ten years	605,723	41.2
More than ten years	335,904	22.8
Total	$ 1,471,286	100%

Competition

The market for workers' compensation insurance policies is highly competitive. Our competitors include, but are not limited to, other specialty workers' compensation carriers, state agencies, multi-line insurance companies, professional employer organizations, third-party administrators, self-insurance funds and state insurance pools. Many of our existing and potential competitors are significantly larger and possess considerably greater financial and other resources than we do. Consequently, they can offer a broader range of products, provide their services nationwide, and/or capitalize on lower expense to offer more competitive pricing. In Nevada, our three largest competitors are American International Group, Inc., Builders Insurance Company Inc. and Liberty Mutual

Insurance Company. In California, our three largest competitors are the California State Compensation Insurance Fund, American International Group, Inc. and Zenith National Insurance Company.

Competition in the workers' compensation insurance industry is based on many factors, including:

- Pricing (either through premium rates or participating dividends);
- Level of service;
- Insurance ratings;
- Capitalization levels;
- Quality of care management services;
- The ability to reduce loss ratios;
- Effective loss prevention; and
- The ability to reduce claims expense.

Inter-company Reinsurance Pooling Agreement

Our insurance subsidiaries are parties to an inter-company pooling agreement. Under this agreement, the results of underwriting operations of ECIC are transferred to and combined with those of EICN and the combined results are then reapportioned. The allocations under the pooling agreement are as follows:

- EICN – 53%
- ECIC – 47%

The pooling percentages are set forth in the inter-company pooling agreement and do not change between periods. The pooling percentages were established July 1, 2003, the effective date of the

agreement. The allocation percentages were based upon the relative amount of unconsolidated company statutory surplus of the respective companies at the time of the agreement. The pooling percentages were originally established by management to re-allocate surplus between our insurance subsidiaries to ensure adequate surplus to cover writings in each subsidiary and were originally established based on an analysis of the relationship of the estimated surplus of ECIC, including projected surplus contributions from EICN as its parent to support its premium writings, and EICN, excluding its investment in ECIC.

ECIC and EICN rely on the capacity of the entire pool rather than just on their own capital and surplus. Transactions under the pooling agreement are eliminated on consolidation and have no impact on our consolidated GAAP financial statements.

Legal Proceedings

On October 10, 2006, a qui tam action captioned State of Nevada, ex rel., David J. Otto v. Employers Insurance Company of Nevada, et al. (referred to herein as the ‘‘complaint’’) in the second judicial district court of the State of Nevada was commenced pursuant to Nevada's False Claims Act. The Nevada False Claims Act authorizes a private plaintiff to commence an action on behalf of the State of Nevada under the circumstances prescribed by the statute (‘‘qui tam action’’). Nevada law requires that a qui tam action be filed under seal and remain under seal pending a decision by the Attorney General of the State of Nevada regarding whether to intervene in the action within the requisite statutory period. On March 6, 2006, the complaint was filed under seal, but the Attorney General did not intervene within the period prescribed under the Nevada qui tam statute.

The complaint alleges, among other things, that EICN has violated the provisions of the Nevada False Claims Act embodied in Nevada Revised Statutes 357.040(1)(d), (g) and (h) in connection with an allegedly unconstitutional transfer of assets from the Fund to EICN on January 1, 2000 pursuant to Amendment No. 190 to SB 37 passed in the 1999 Nevada Legislature and signed into law by gubernatorial proclamation allegedly in abrogation of Article 9, Section 2 of the Nevada Constitution. Article 9, Section 2 provides in pertinent part under subparagraph 2: ‘‘Any money paid for the purpose of providing compensation for industrial accidents and occupational diseases, and for administrative expenses incidental thereto . . . must be segregated in proper accounts in the state treasury, and such money must never be used for any other purposes, and they are hereby declared to be trust funds for the uses and purposes herein specified.’’ The complaint contends that although Article 9, Section 2 requires that the assets that were transferred to EICN be held in trust for the benefit of the State of Nevada, EICN has falsely and knowingly claimed that (i) it had and has legal title to these assets, (ii) it was not and is not a trustee with respect to such assets, and (iii) it failed to report any of the assets to the State (otherwise known as a reverse false claim). The complaint also asserts a number of common law causes of action arising out of the same allegations.

Although the complaint does not specify the amount of money damages that it seeks, the complaint does seek money damages for the State of Nevada in an amount equal to three times the amount of all funds transferred to EICN under SB 37 and the gubernatorial proclamation as well as three times the amount of all rents, profits and income from the funds so transferred. The complaint also seeks declaratory and injunctive relief as well as an accounting. The plaintiff requests that he be awarded between 14 and 50 percent of any recovery by the State of Nevada, together with attorneys' fees and costs in accordance with the Nevada False Claims Act.

While the case is in a very preliminary stage, EICN believes that it has meritorious defenses to all of plaintiffs claims and intends to defend the action vigorously. Nonetheless, should the plaintiff obtain an adverse judgment for the maximum amount potentially sought in the complaint, such an adverse judgment would have a material adverse impact on EICN's financial condition. On November 20, 2006, EICN moved to dismiss the complaint in its entirety and with prejudice. No hearing has yet been set on that motion.

From time to time, we are involved in pending and threatened litigation in the normal course of business in which claims for monetary damages are asserted. In the opinion of management, the ultimate liability, if any, arising from such pending or threatened litigation is not expected to have a material effect on our result of operations, liquidity or financial position.

Employees

As of September 30, 2006, we had 617 full-time employees, five of whom were executive officers, and five part-time employees. None of our employees are covered by a collective bargaining agreement. We believe our relations with our employees are excellent.

Real Property

Our principal executive offices are located in leased premises in Reno, Nevada. In addition to serving as our principal executive office, our Reno location also serves as our corporate headquarters providing corporate services in a variety of areas including finance, human resources, information technology, marketing and communications, legal, administration, corporate underwriting and claims. It also serves as a territorial office providing services in underwriting, marketing, loss control and claims related support. Our other territorial offices

are located in Glendale, Newbury Park and San Francisco, California, Henderson, Nevada and Boise, Idaho. Our offices in Fresno, California, Denver, Colorado, Irving, Texas, Phoenix, Arizona, and Salt Lake City, Utah, are primarily focused on marketing and underwriting services.

As of November 17, 2006, we leased approximately 236,037 square feet of total office space in the following locations:

Location	Square Feet
Reno, Nevada	69,224
Henderson, Nevada	44,953
Glendale, California	61,637
Newbury Park, California	12,512
Fresno, California	5,997
San Francisco, California	25,750
Boise, Idaho	11,295
Denver, Colorado	4,090
Salt Lake City, Utah	215
Phoenix, Arizona	202
Irving, Texas	162

In addition, as of November 17, 2006, we owned a 15,120 square foot building in Carson City, Nevada, which is used as a storage facility.

We are currently in negotiations for additional and renewal leased premises. By January 31, 2007, we expect to have secured additional office suite locations in Schaumburg, Illinois, and Tampa, Florida. It is anticipated that each office suite will be approximately 200 square feet in size. Our current leases for our Glendale and Newbury Park locations expire in September 2007. We are in active negotiations to renew our existing leases in both locations. The lease for our Reno, Nevada, offices expires in March 2008. We will begin our lease renewal negotiations for this location in the fourth quarter of 2006. The lease for our Fresno, California office expires in July 2008. We anticipate beginning lease renewal negotiations for that space in the second quarter of 2007.

We believe that our existing office space is adequate for our current needs and we will continue to enter into new lease agreements as needed to address future space requirements.

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REGULATION

General

Our insurance subsidiaries are subject to regulation by government agencies in the states in which they do business. The nature and extent of such regulation varies by jurisdiction but typically involve:

- standards of solvency, including risk-based capital measurements;
- restrictions on the nature, quality and concentration of investments;
- restrictions on the types of terms that we can include in the insurance policies we offer;
- mandates that may affect wage replacement and medical care benefits paid under the workers' compensation system;
- requirements for the handling and reporting of claims;
- procedures for adjusting claims, which can affect the ultimate amount for which a claim is settled;
- restrictions on the way rates are developed and premiums are determined;
- the manner in which agents may be appointed;
- required methods of accounting that are different from GAAP;
- form and content of required financial statements;
- establishment of reserves for unearned premiums, losses and other purposes;
- limitations on our ability to transact business with affiliates;
- mergers, acquisitions and divestitures involving our insurance subsidiaries;
- licensing requirements and approvals that affect our ability to do business;
- compliance with medical privacy laws;
- potential assessments for the closure of covered claims under insurance policies issued by impaired, insolvent or failed insurance companies; and
- the amount of dividends that our insurance subsidiaries may pay to us, the parent holding company.

In addition, state regulatory examiners perform periodic examinations of insurance companies. These examinations are generally intended for the protection of policyholders, not insurance companies or their stockholders. State regulations governing workers' compensation systems and the insurance business impose restrictions and limitations on our business operations that are not imposed on unregulated businesses.

Changes in individual state regulation of workers' compensation may create a greater or lesser demand for some or all of our products and services, or require us to develop new or modified services in order to meet the needs of the marketplace and to compete effectively in that marketplace. In addition, many states limit the maximum amount of dividends and other payments that may be paid in any year by insurance companies to their stockholders and affiliates. This may limit the amount of distributions that may be made by our insurance subsidiaries.

Holding Company Regulation

As an insurance holding company, we, as well as EICN and ECIC, our insurance company subsidiaries, are subject to regulation by the states in which our insurance company subsidiaries are domiciled or transact business. EICN is domiciled in Nevada and only transacts business in Nevada. ECIC is domiciled in California and transacts business in California, Idaho, Montana, Utah, Colorado, Texas and Arizona. Additionally, ECIC currently holds certificates of authority to write property and casualty insurance in Illinois, Maryland, New Mexico, New York, Pennsylvania and Oregon. We have applications pending in Florida, Georgia and Massachusetts.

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Pursuant to applicable insurance holding company laws, EICN is required to register with the Nevada Department of Business and Industry, Division of Insurance, and pursuant to the insurance holding company laws

of California, ECIC is required to register with the California Department of Insurance. All transactions within a holding company system affecting an insurer must have fair and reasonable terms, charges or fees for services performed must be reasonable, and the insurer's total statutory surplus following any transaction must be both reasonable in relation to its outstanding liabilities and adequate for its needs. Notice to state insurance regulators is required prior to the consummation of certain affiliated and other transactions involving EICN or ECIC, and such transactions may be disapproved by the state insurance regulators.

Change of Control

Under Nevada insurance law and our amended and restated articles of incorporation that will become effective as of the completion of the conversion, for a period of five years following the effective date of the plan of conversion, no person may acquire or offer to acquire beneficial ownership of five percent or more of any class of our voting securities without the prior approval by the Nevada Commissioner of Insurance of an application for acquisition. Under Nevada insurance law, the Nevada Commissioner of Insurance may not approve an application for such acquisition unless the Commissioner finds that (1) the acquisition will not frustrate the plan of conversion as approved by our members and the Commissioner, (2) the board of directors of EICN has approved the acquisition or extraordinary circumstances not contemplated in the plan of conversion have arisen which would warrant approval of the acquisition, and (3) the acquisition is consistent with the purpose of relevant Nevada insurance statutes to permit conversions on terms and conditions that are fair and equitable to the members eligible to receive consideration. Accordingly, as a practical matter, any person seeking to acquire us within five years after the effective date of the plan of conversion may only do so with the approval of our board of directors.

In addition, the insurance laws of Nevada and California generally require that any person seeking to acquire control of a domestic insurance company must obtain the prior approval of the insurance commissioner. Insurance laws in many states in which we are licensed contain provisions that require pre-notification to the insurance commissioner of a change in control of a non-domestic insurance company licensed in those states. ‘‘Control’’ is generally presumed to exist through the direct or indirect ownership of ten percent or more of the voting securities of a domestic insurance company or of any entity that controls a domestic insurance company. The insurance laws of Nevada and California generally require that any person seeking to acquire control of a domestic insurance company must obtain the prior approval of the insurance commissioner. In addition, many other state insurance laws require prior notification to the insurance department of those states of a change of control of a non-domiciliary insurance company licensed to transact insurance in that state. Because we have an insurance subsidiary domiciled in Nevada and another insurance subsidiary domiciled in California and licensed in numerous other states, any future transaction that would constitute a change in control of us would generally require the party seeking to acquire control to obtain the prior approval of the Nevada Commissioner of Insurance and the California Commissioner of Insurance, and may require pre-notification of the change of control in those states that have adopted pre-notification provisions upon a change of control.

Premium Rate Restrictions

Among other matters, state laws regulate not only the amounts and types of workers' compensation benefits that must be paid to injured workers, but in some instances the premium rates that may be charged by us to insure employers for those liabilities. For example, in approximately sixteen states, including Florida and Idaho, workers' compensation insurance rates are set by the state insurance regulators and are adjusted periodically. This style of rate regulation is sometimes referred to as ‘‘administered pricing.’’ In some of these states, insurance companies are permitted to file rates that deviate upwards or downwards from the bench mark rates set by the insurance regulators. In the vast majority of states, workers' compensation insurers have more flexibility to offer rates that reflect the risk the insurer is taking based on each employer's profile. These states are often referred to as ‘‘loss cost’’ states. Except for Idaho, all of the states in which we currently operate, including California and Nevada, are ‘‘loss cost’’ states.

In ‘‘loss cost’’ states, the state first approves a set of loss costs that provide for expected loss and, in most cases, LAE payments, which are prepared by an insurance rating bureau (for example, the WCIRB in California and NCCI in Nevada). An insurer then selects a factor, known as a loss cost multiplier, to apply to loss costs to determine its insurance rates. In these states, regulators permit pricing flexibility primarily through (1) the selection of the loss cost multiplier and (2) schedule rating modifications that allow an insurer to adjust premiums upwards or downwards for specific risk characteristics of the policyholder such as:

- type of work conducted at the premises or work environment;
- on-site medical facilities;
- level of employee safety;
- use of safety equipment; and
- policyholder management practices.

Financial, Dividend and Investment Restrictions

State laws require insurance companies to maintain minimum surplus balances and place limits on the amount of insurance a company may write based on the amount of that company's surplus. These limitations may restrict the rate at which our insurance operations can grow.

State laws also require insurance companies to establish reserves for payments of policyholder liabilities and impose restrictions on the kinds of assets in which insurance companies may invest. These restrictions may require us to invest in assets more conservatively than we would if we were not subject to state law restrictions and may prevent us from obtaining as high a return on our assets as we might otherwise be able to realize.

See the charts set forth under ‘‘The Conversion’’ in this prospectus for a description of our structure to be in effect upon the consummation of the conversion and the completion of this offering. The ability of EIG to pay dividends on our common stock, and to pay other expenses, will be dependent, to a significant extent, upon the ability of our Nevada domiciled insurance company, EICN, to pay dividends to its immediate holding company and, in turn, the ability of that holding company to pay dividends to EIG.

Nevada law limits the payment of cash dividends by EICN to its immediate holding company by providing that payments cannot be made except from available and accumulated surplus money otherwise unrestricted (unassigned) and derived from realized net operating profits and realized and unrealized capital gains. A stock dividend may be paid out of any available surplus. A cash or stock dividend otherwise prohibited by these restrictions may only be declared and distributed upon the prior approval of the Nevada Commissioner of Insurance.

EICN must give the Nevada Commissioner of Insurance prior notice of any extraordinary dividends or distributions that it proposes to pay to its immediate holding company, even when such a dividend or distribution is to be paid out of available and otherwise unrestricted (unassigned) surplus. EICN may pay such an extraordinary dividend or distribution if the Nevada Commissioner of Insurance either approves or does not disapprove the payment within 30 days after receiving notice of its declaration. An extraordinary dividend or distribution is defined by statute to include any dividend or distribution of cash or property whose fair market value, together with that of other dividends or distributions made within the preceding 12 months, exceeds the greater of: (a) 10% of EICN's statutory surplus as regards policyholders at the next preceding December 31; or (b) EICN's statutory net income, not including realized capital gains, for the 12-month period ending at the next preceding December 31.

As of September 30, 2006, EICN had positive unassigned surplus of $23.4 million and therefore had the capability of paying a dividend to us of up to such an amount without the prior approval of the Nevada

Commissioner of Insurance. As of December 31, 2004 and 2005, EICN had negative unassigned surplus of $198.7 million and $71.9 million, respectively, and therefore was unable to pay a dividend to us at such dates without the prior approval of the Nevada Commissioner of Insurance.

On October 17, 2006, the Nevada Commissioner of Insurance granted EICN permission to pay up to an additional $55 million in one or more extraordinary dividends to us subsequent to the successful completion of this offering and before December 31, 2008. The payment of these dividends is conditioned upon the expiration of any underwriter's over-allotment option period, prior repayment of any expenses of EIG and its subsidiaries arising from the conversion and this offering, the exhaustion of any proceeds retained by EIG from this offering, maintaining the RBC total adjusted capital of EICN above a specified level on the date of declaration and payment of any particular extraordinary dividend after taking into account the effect of such dividend, and maintaining all required filings with the Nevada Commissioner of Insurance. We may use these dividends, as well as any ordinary dividends that we may receive from EICN, to pay quarterly dividends to our stockholders, to repurchase our stock, in each case, as described under ‘‘Dividend Policy,’’ and/or for general corporate purposes. However, the October 17, 2006 extraordinary dividend approval prohibits us from using any such dividends to increase executive compensation.

At September 30, 2006, assuming the timing conditions described in the preceding paragraph had been satisfied, EICN would have had RBC total adjusted capital in excess of the level permitting it to pay the entire $55 million dividend to us.

As the direct owner of ECIC, EICN will be the direct recipient of any dividends paid by ECIC. The ability of ECIC to pay dividends to EICN is limited by California law. California law provides that, absent prior approval of the California Insurance Commissioner, dividends can only be declared from earned surplus, excluding any earned surplus (1) derived from the net appreciation in the value of assets not yet realized, or (2) derived from an exchange of assets, unless the assets received are currently realizable in cash. In addition, California law provides that the appropriate insurance regulatory authorities in the State of California must approve (or, within a 30-day notice period, not disapprove) any dividend that, together with all other such dividends paid during the preceding 12 months, exceeds the greater of: (a) 10% of ECIC's statutory surplus as regards policyholders at the preceding December 31; or (b) 100% of the net income for the preceding year. The maximum pay-out that may be made by ECIC to EICN during 2006 without prior approval is $44.6 million.

California regulations require that in addition to applying the NAIC's statutory accounting practices, insurance companies must record, under certain circumstances, an additional liability, called an ‘‘excess statutory reserve.’’ If the workers' compensation losses and LAE ratio is less than 65% in each of the three most recent accident years, the difference is recorded as an excess statutory reserve. The excess statutory reserves required by such regulations reduced ECIC's statutory-basis surplus by $7.5 million to $277.2 million at December 31, 2005, as filed and reported to the regulators. There were no excess statutory reserves for December 31, 2004.

Statutory Accounting and Solvency Regulations

In 1998, the NAIC adopted the Codification of Statutory Accounting Principles guidance, or the Codification, which, effective January 2001, replaced the previous Accounting Practices and Procedures manual as the NAIC's primary guidance on statutory accounting applicable to insurance companies in the U.S. (including our insurance subsidiaries). Statutory accounting is a comprehensive basis of accounting for insurance companies based on the Codification and state laws, regulations and general administrative rules. The Codification provides guidance for the areas where statutory accounting had been silent and changed previous statutory accounting in some areas. The Nevada Division of Insurance has adopted the Codification. Upon adopting the Codification, effective on January 1, 2003, EICN reported changes in accounting principles as an adjustment that increased the aggregate statutory surplus by $9.9 million. The adjustment is comprised of an increase in surplus of $89.3 million related to the establishment of the net deferred tax asset and a decrease in surplus of $79.4 million related to the establishment of the non-admitted portion of the deferred tax asset.

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

Statutory accounting practices established by the NAIC and adopted by the Nevada regulators and, in part, the California regulators, determine, among other things, the amount of statutory surplus and statutory net income of EICN and ECIC and thus determine, in part, the amount of funds each of EICN and ECIC has available to pay dividends to us.

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

State insurance regulators closely monitor the financial condition of insurance companies reflected in SAP financial statements and can impose significant financial and operating restrictions on an insurance company that becomes financially impaired under SAP guidelines. State insurance regulators generally have the power to impose restrictions or conditions on the following kinds of activities of a financially impaired insurance company: transfer or disposition of assets, withdrawal of funds from bank accounts, extension of credit or advancement of loans and investment of funds, as well as disallowance of dividends or other distributions and business acquisitions or combinations.

The NAIC is a group formed by state insurance regulators to discuss issues and formulate policy with respect to regulation, reporting and accounting of and by U.S. insurance companies. Although the NAIC has no legislative authority and insurance companies are at all times subject to the laws of their respective domiciliary states and, to a lesser extent, other states in which they conduct business, the NAIC is influential in determining the form in which such laws are enacted. Model Insurance Laws, Regulations and Guidelines, or the Model Laws, have been promulgated by the NAIC as a minimum standard by which state regulatory systems and regulations are measured. Adoption of state laws that provide for substantially similar regulations to those described in the Model Laws is a requirement for accreditation of state insurance regulatory agencies by the NAIC.

Insurance operations are also subject to various leverage tests, which are evaluated by regulators and private rating agencies. Our premium leverage ratios, also known as our premium-to-surplus ratios, as of December 31, 2005, on a statutory combined basis, were less than 1-to-1 on a premiums written basis as compared to 1.13:1 for the workers' compensation industry as a whole.

Risk-Based Capital Requirements

The NAIC has adopted a risk-based capital, or RBC, formula to be applied to all insurance companies. RBC is a method of measuring the amount of capital appropriate for an insurance company to support its overall business operations in light of its size and risk profile. RBC standards are used by state insurance regulators to determine appropriate regulatory actions relating to insurers that show signs of weak or deteriorating conditions. Nevada and California have adopted laws substantially similar to the NAIC's RBC laws.

The RBC Model Act provides for four different levels of regulatory attention depending on the ratio of the company's total adjusted capital, defined as the total of its statutory capital and surplus to its risk-based capital.

- The ''Company Action Level'' is triggered if a company's total adjusted capital is less than 200% but greater than or equal to 150% of its risk-based capital. At the ''Company Action Level,'' a company must submit a comprehensive plan to the state insurance regulator that discusses proposed corrective actions to improve its capital position. A company whose total adjusted capital is between 250% and 200% of its risk-based capital is subject to a trend test. A trend test calculates the greater of any decrease in the margin (i.e., the amount in dollars by which a company's adjusted capital exceeds its risk-based capital) between the current year and the prior year and between the current year and the average of the past three years, and assumes that the decrease could occur again in the coming year.

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- The ''Regulatory Action Level'' is triggered if a company's total adjusted capital is less than 150% but greater than or equal to 100% of its risk-based capital. At the ''Regulatory Action Level,'' the state insurance regulator will perform a special examination of the company and issue an order specifying corrective actions that must be followed.
- The ''Authorized Control Level'' is triggered if a company's total adjusted capital is less than 100% but greater than or equal to 70% of its risk-based capital, at which level the state insurance regulator may take any action it deems necessary, including placing the company under regulatory control.
- The ''Mandatory Control Level'' is triggered if a company's total adjusted capital is less than 70% of its risk-based capital, at which level the state insurance regulator is mandated to place the company under its control.

At December 31, 2005, both EICN and ECIC had total adjusted capital in excess of amounts requiring company or regulatory action at any prescribed RBC action level.

IRIS Ratio

IRIS is a system established by NAIC. It was designed to provide state regulators with an integrated approach to monitor the financial condition of insurers for the purposes of detecting financial distress and preventing insolvency. IRIS consists of a statistical phase and an analytical phase whereby financial examiners review insurers' annual statements and financial ratios. The statistical phase consists of 13 key financial ratios based on year-end data that are generated from the NAIC database annually; each ratio has a ''usual range'' of results. These ratios assist state insurance departments in executing their statutory mandate to oversee the financial condition of insurance companies. Ratios of an insurance company that fall outside the usual range are generally regarded by insurance regulators as part of an early warning system.

As of December 31, 2005, EICN had two ratios outside the usual range, and ECIC had one ratio outside the usual range, as set forth in the following table:

Employers Insurance Company of Nevada

Ratio	Usual Range	Actual Results	Reason for Unusual Results
Investment yield	6.5% to 3.0%	2.9%	EICN's investment yield was outside of the range because statutory accounting policies do not recognize increases in the value of ECIC as investment income of EICN and because of a higher than industry average investment portfolio allocation to equity securities.
Liabilities to liquid assets	105% to 0%	134.0%	Total liabilities include funds withheld by ECIC pursuant to an inter-company pooling agreement.

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Employers Compensation Insurance Company

Ratio	Usual Range	Actual Results	Reason for Unusual Results
Liabilities to liquid assets	105% to 0%	171.0%	Total liabilities include funds withheld by EICN pursuant to an inter-company pooling agreement.

Insurance regulators will generally begin to investigate, monitor or make inquiries of an insurance company if four or more of the company's ratios fall outside the usual ranges. Although these inquiries can take many forms, regulators may require the insurance company to provide additional written explanation as to the causes of the particular ratios being outside of the usual range, the actions being taken by management to produce results that will be within the usual range in future years and what, if any, actions have been taken by the insurance regulator of the insurers' state of domicile. Regulators are not required to take action if an IRIS ratio is outside of the usual range, but depending upon the nature and scope of the particular insurance company's exception (for example, if a particular ratio indicates an insurance company has insufficient capital) regulators may act to reduce the amount of insurance the company can write or revoke the insurers' certificate of authority and may even place the company under supervision.

Neither EICN nor ECIC is currently subject to any action by any state insurance department or the NAIC with respect to the IRIS Ratios described above.

Privacy Regulations

In 1999, the United States Congress enacted the Gramm-Leach-Bliley Act, which, among other things, protects consumers from the unauthorized dissemination of certain personal information. Subsequently, a majority of states have implemented additional regulations to address privacy issues. These laws and regulations apply to all financial institutions, including insurance and finance companies, and require us to maintain appropriate procedures for managing and protecting certain personal information of our customers and to fully

disclose our privacy practices to our customers. We may also be exposed to future privacy laws and regulations, which could impose additional costs and impact our results of operations or financial condition. A recent NAIC initiative that impacted the insurance industry in 2001 was the adoption in 2000 of the Privacy of Consumer Financial and Health Information Model Regulation, which assisted states in promulgating regulations to comply with the Gramm-Leach-Bliley Act. In 2002, to further facilitate the implementation of the Gramm-Leach-Bliley Act, the NAIC adopted the Standards for Safeguarding Customer Information Model Regulation. Many states, including California and Nevada, have now adopted similar provisions regarding the safeguarding of customer information. Our insurance subsidiaries have established procedures to comply with the Gramm-Leach-Bliley-related privacy requirements, and we require third parties we do business with to comply with all applicable federal and state privacy laws and regulations.

Federal and State Legislative Changes

From time to time, various regulatory and legislative changes have been proposed in the insurance industry. Among the proposals that have in the past been or are at present being considered are the possible introduction of federal regulation in addition to, or in lieu of, the current system of state regulation of insurers and proposals in various state legislatures (some of which proposals have been enacted) to conform portions of their insurance laws and regulations to various Model Laws adopted by the NAIC. Proposed legislation was introduced in Congress during 2006 that would allow for an optional federal chartering of U.S. insurance companies, similar to banks. We are unable to predict whether any of these laws and regulations will be adopted, the form in which any such laws and regulations would be adopted, or the effect, if any, these developments would have on our operations and financial condition or competition among U.S. insurers.

In response to the tightening of supply in certain insurance and reinsurance markets resulting from, among other things, the September 11, 2001 terrorist attacks, the Terrorism Risk Insurance Act of 2002,

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or the 2002 Act, was enacted on November 26, 2002. The principal purpose of the 2002 Act was to create a role for the Federal government in the provision of insurance for losses sustained in connection with terrorism. Prior to the Act, insurance (except for workers' compensation insurance) and reinsurance for losses arising out of acts of terrorism were largely unavailable from private insurance and reinsurance companies.

The program initiated by the 2002 Act applies to losses arising out of acts of terrorism that are certified as such by the U.S. Secretary of the Treasury. In order to be certified as an act of terrorism under the 2002 Act, losses incurred as a result of the act are required to exceed a threshold, and the act may not be an act of domestic terrorism. The threshold is $50 million through December 31, 2006 and $100 million in 2007. Insurers must still provide terrorism insurance for events causing losses up to these threshold amounts, even though Federal reinsurance is only available for events causing losses exceeding these amounts. In addition, such losses must arise out of an act of terrorism committed in the course of a war declared by the United States Congress, except with respect to workers' compensation coverage, which is specifically required to provide insurance to policyholders for losses resulting from acts of foreign terrorism, without regard to whether they were committed in the course of a war declared by the United States Congress, as well as coverage for war-related injuries and fatalities. Under the 2002 Act, Federal reimbursement is subject to an annual aggregate limit of $100 billion. Each insurer is responsible for a deductible based on a percentage of its direct premiums earned in the previous calendar year. Our 2006 deductible is equal to approximately $80 million. Under the 2002 Act, for losses in excess of the deductible, the Federal government will reimburse 90% of the insurer's loss, up to the insurer's proportionate share of the $100 billion. Insurers will not be liable for payments for any portion of losses in excess of the $100 billion annual limit.

In December 2005, President Bush signed into law the Terrorism Risk Insurance Extension Act of 2005, or the 2005 Act, which extends the 2002 Act for an additional two years to December 31, 2007. While the underlying structure of the 2002 Act was left intact, the 2005 Act makes some adjustments, including increasing the current insurer deductible for 2005 from 15% of direct premiums earned to 17.5% for 2006, and 20% of such premiums in 2007. For losses in excess of the deductible, the federal government still reimburses 90% of the insurer's loss in 2006, but the amount of federal reimbursement decreases to 85% of the insurer's loss in 2007. In addition, the industry retention under the 2002 Act has been increased from $13 billion for 2005 to $25 billion for 2006 and $27.5 billion for 2007.

Under the 2005 Act, insurers must offer coverage for losses due to terrorist acts in all of their property and casualty insurance policies. The 2005 Act's definition of property and casualty insurance includes workers' compensation insurance. Moreover, the workers' compensation laws of the various states generally do not permit the exclusion of coverage for losses arising from terrorist acts as well as nuclear, biological and chemical attacks. In addition, we are not able to limit our losses arising from any one catastrophe or any one claimant. Our reinsurance policies exclude coverage for losses arising out of terrorism and nuclear, biological, chemical or radiological attacks. Therefore, acts of terrorism could adversely affect our business and financial condition.

We do not believe that the risk of loss to our insurance subsidiaries from acts of terrorism is currently significant. Small businesses constitute a large portion of our policies, and we do not intend to saturate any particular market, whether it is a high profile location or not. However, the impact of any future terrorist acts is unpredictable, and the ultimate impact on our insurance subsidiaries, if any, of losses from any future terrorist acts will depend upon their nature, extent, location and timing. Potential future changes to the 2005 Act, including a decision by Congress not to extend it past December 31, 2007, could also adversely affect us by causing our reinsurers to increase prices or withdraw from certain markets where terrorism coverage is required.

Our workers' compensation operations are subject to legislative and regulatory actions. In California, where we have our largest concentration of business, significant workers' compensation legislation was enacted twice in recent years. Effective January 1, 2003, legislation became effective which provides for increases in indemnity benefits to injured workers. Benefits were increased by an average of approximately 6% in 2003, approximately 7% in 2004 and approximately 2% in 2005. In September 2003 and April 2004, workers' compensation legislation was enacted in California with the principal objective of reducing costs.

The legislation contains provisions which primarily seek to reduce medical costs and does not directly impact indemnity payments to injured workers. The principal changes in the legislation that impact medical costs are as follows: (1) a reduction in the reimbursable amount for certain physician fees, outpatient surgeries, pharmaceutical products and certain durable medical equipment; (2) a limitation on the number of chiropractor or physical therapy office visits; (3) the introduction of medical utilization guidelines; (4) a requirement for second opinions on certain spinal surgeries; and (5) a repeal of the presumption of correctness afforded to the treating physician, except where the employee has pre-designated a treating physician.

Guaranty Fund Assessments

In Nevada, California and in most of the states where our insurance company subsidiaries are licensed to transact business, there is a requirement that property and casualty insurers doing business within each such state participate as member insurers in a guaranty association, which is organized to pay contractual benefits owed pursuant to insurance policies issued by impaired, insolvent or failed insurers. These associations levy assessments, up to prescribed limits, on all member insurers in a particular state on the basis of the proportionate share of the premium written by member insurers in the lines of business in which the impaired, insolvent or

failed insurer is engaged. Some states permit member insurers to recover assessments paid through full or partial premium tax offsets.

In California, unpaid workers' compensation liabilities from insolvent insurers are the responsibility of the California Insurance Guarantee Association, or CIGA. We pass on our CIGA assessment to our policyholders via a surcharge based upon the estimated annual premium at the policy's inception. We have received, and expect to continue to receive, these guarantee fund assessments, which are paid to CIGA based on the premiums we have already earned at December 31, 2005. We also write workers' compensation insurance in other states with similar obligations as those in California. In these states, we are directly responsible for payment of the assessment. We recorded an estimate of $2.2 million and $6.0 million for our expected liability for guarantee fund assessments at December 31, 2005 and 2004, respectively. The guarantee fund assessments are expected to be paid within two years of recognition.

Property and casualty insurance company insolvencies or failures may result in additional guaranty fund assessments to our insurance company subsidiaries at some future date. At this time we are unable to determine the impact, if any, such assessments may have on our financial position or results of operations. We have established liabilities for guaranty fund assessments with respect to insurers that are currently subject to insolvency proceedings.

Employers Occupational Health, Inc.

The medical managed care services provided by our subsidiary, EOH, are subject to licensing requirements and regulation under the laws of each of the jurisdictions in which it operates. EOH is authorized in Nevada to act as a third-party administrator and a utilization review organization and is governed by those laws and regulations as well as those relating to managed care organizations and workers' compensation claims administration. The nature and extent of such regulation generally include methods for approving and denying medical services, quality assurance, medical bill review and payment, network provider management, and financial and other reporting requirements. EOH's business is dependent upon the validity of, and continued good standing under, the licenses and approvals pursuant to which it operates, as well as compliance with pertinent regulations. In October 2006, EOH was awarded a Workers Compensation Utilization Management Accreditation from URAC, a Washington D.C.-based health care accrediting organization that establishes quality standards for the health care industry.

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MANAGEMENT

Executive Officers and Directors

The following table provides information regarding our directors and executive officers:

Name	Age(1)	Position
Robert J. Kolesar	62	Chairman of the Board
Douglas D. Dirks	48	Director, President and Chief Executive Officer of EIG
Richard W. Blakey	56	Director
Valerie R. Glenn	52	Director
Rose E. McKinney-James	54	Director
Ronald F. Mosher	63	Director
Katherine W. Ong	48	Director
Michael D. Rumbolz	52	Director
John P. Sande, III	57	Director
Martin J. Welch	50	Director, President and Chief Operating Officer of EICN and ECIC
Lenard T. Ormsby	54	Executive Vice President, Chief Legal Officer, General Counsel and Corporate Secretary of EIG
William E. Yocke	56	Executive Vice President and Chief Financial Officer of EICN and ECIC
Ann W. Nelson	45	Executive Vice President Corporate and Public Affairs of EICN and ECIC

(1) At September 30, 2006.

Non-Executive Directors

The following is biographical information for our non-executive directors:

Robert J. Kolesar has served as a Director of EICN since January 2000; a Director of EIG and our intermediate holding company, Employers Insurance Group, Inc. (to be renamed Employers Group, Inc. in connection with the conversion), or EIG Inc., since April 2005; and, a Director of ECIC since August 2002. He has been the Chairman of the Board of EIG since 2005 and Chairman of the Board of EICN and ECIC since 2003. Mr. Kolesar has been a founding/managing partner of the Las Vegas law firm of Kolesar & Leatham, Chtd. since 1986. Mr. Kolesar practices in the fields of real estate, corporation, banking, finance, and fiduciary/trust law. Prior to entering into private practice in 1986, Mr. Kolesar held General Counsel and/or Senior Legal Staff positions in Nevada at Valley Bank of Nevada (now Bank of America), and in Cleveland, Ohio at Cardinal Federal Savings and Loan Association, The Ameritrust Company (now KeyBank) and Forest City Enterprises, Inc. He has served as a Board member of HELP of Southern Nevada, the Las Vegas Symphony, and the National Conference for Community and Justice. Mr. Kolesar has multiple group memberships, including the National Association of Industrial and Office Parks and the International Council of Shopping Centers, and is currently on the Board of Trustees of the Nevada Development Authority and the Board of Advisors of the Las Vegas Chamber of Commerce. He is a member of the American Bar Association and the Nevada and Clark County Bar Associations. Mr. Kolesar received a B.A. from John Carroll University and a J.D. from Case Western Reserve University.

Richard W. Blakey has served as a Director of EIG and EIG Inc. since April 2005 and a Director of EICN since January 2000. He was also a Director of ECIC and its predecessor from August 2002 until May 2004. Dr. Blakey is a Director and former Chairman of the Board of the Reno Orthopaedic Clinic. He is a member of the American Academy of Orthopaedic Surgeons, Nevada State Medical Association, and Washoe County Medical Society. Dr. Blakey actively participates and is affiliated with Saint Mary's Regional Medical Center, Northern Nevada Medical Center, and Washoe Medical Center. He has served

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as Chairman of the Board of the Reno Spine Center, is a member of the Board of Accessible, Reliable Care MedCenters LLC and a Director and former Chairman of the Board of the Reno Orthopaedic Clinic. Dr. Blakey is a Board certified orthopaedic surgeon. He received a B.S. degree from the California Institute of Technology and his medical degree from the University of Southern California, School of Medicine.

Valerie R. Glenn has served as the independent policyholder Director of EIG since April, 2006, when she was appointed pursuant to our 2005 plan of reorganization. Ms. Glenn became a partner in Rose-Glenn, Inc. (now known as the Rose/Glenn Group) on January 1, 1989 and has served as Chairman, President and Chief Executive Officer since January 15, 2003. Ms. Glenn has been co-owner and publisher of Visitor Publications, Inc., which publishes the Reno/Tahoe Visitor, since January 1998. She was a founding partner in the advertising sales firm of Kelley-Rose Advertising, Inc. and was a partner from 1981 to 1994. Ms. Glenn began her advertising career in San Francisco in 1976 with international advertising agency Dancer Fitzgerald Sample. Ms. Glenn graduated from the University of Nevada, Reno with a B.A. degree.

Rose E. McKinney-James has served as a Director of EICN since March 2001 and a Director of EIG and EIG Inc. since April 2005. She was also a Director of ECIC and its predecessor from August 2002 to May 2004. Ms. McKinney-James has been the owner of Energy Works Consulting, LLC since 2003 and McKinney-James & Associates since 2005, both located in Las Vegas. Both firms focus on public affairs in the areas of energy, education, and environmental policy. Prior to creating Energy Works Consulting in 2003, Ms. McKinney-James was President and Chief Executive Officer of the Corporation for Solar Technologies and Renewable Resources from 1995 to 2000, and the President of public affairs and advertising for Brown & Partners Advertising from 2000 to 2001. She held the position of President of Government Affairs for the firm of Faiss Foley Merica in 2000 and 2001. Ms. McKinney-James is a former Commissioner with the Nevada Public Service Commission and also served as the Director of the Nevada Department of Business and Industry. She is a Director of The Energy Foundation, Toyota Financial Savings Bank and MGM Mirage, a public company. Ms. McKinney-James received a B.A. degree from Olivet College and her J.D. degree from Antioch School of Law in Washington, D.C.

Ronald F. Mosher has served as a Director of EICN since December 2003 and a Director of EIG and EIG Inc. since April 2005. He was also a Director of ECIC from December 2003 to May 2004. Mr. Mosher has extensive experience in the insurance industry and served as a senior executive with AEGON N.V. from 1983 until his retirement in 2003. He also works as a consultant in the insurance industry. Mr. Mosher currently is a Director of Transamerica Financial Life Insurance Company, Transamerica Life (Bermuda) Ltd. and WFG Reinsurance Limited, and has previously served on several other insurance company boards. Mr. Mosher is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants, and National Association of Corporate Directors. Mr. Mosher earned a B.S. degree from the University of Denver and an M.B.A. degree from Cornell University.

Katherine W. Ong has served as a Director of EICN since January 2000 and a Director of EIG and EIG Inc. since April 2005. She was also a Director of ECIC and its predecessor from August 2002 to May 2004. Since January 1996, she has been the co-founder and Director of Hobbs, Ong & Associates, Inc., a financial consulting group specializing in advisory services for municipal bond financings, problem solving and support. Prior to 1996, she was the Budget Manager for Clark County, Nevada. Ms. Ong also serves on the Boards of KNPR (Southern Nevada public radio), and the Las Vegas Music Festival and is a member of the Government Finance Officer's Association. Ms. Ong received a B.S. degree from the University of Nevada.

Michael D. Rumbolz has served as a Director of EICN since January 2000 and a Director of EIG and EIG Inc. since April 2005. He was also a Director of ECIC and its predecessor from August 2002 to May 2004. Mr. Rumbolz has over 20 years of experience in the gaming industry. He has been Chief Executive Officer and Chairman of the Board of Cash Systems, Inc., a public company, since January 2005. He has been Managing Director of Acme Gaming LLC, a gaming consultancy service, since July 2001. He was Vice Chairman and a board member of Casino Data Systems from March 2000 to July 2001 when it was acquired by Aristocrat. He was President and Chief Executive Officer of Anchor Gaming from 1995 to 2000 and Director of Corporate Development for Circus Circus Enterprises Inc.

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from late 1992 to June 1995, including serving as the first president of and managing director of Windsor Casino Limited, a consortium company owned by Hilton Hotel Corp., Circus Circus Enterprises Inc. and Caesars World. Mr. Rumbolz also held various executive positions with Trump Hotels & Casino Resorts. In addition to his corporate experience, Mr. Rumbolz was also the former Chief Deputy Attorney General and the former Chairman of the Nevada Gaming Control Board. He received a B.A. degree with distinction from the University of Nevada, Las Vegas and a J.D. degree from the University of Southern California, Gould School of Law.

John P. Sande, III has served as a Director of EICN since March 2001 and a Director of EIG and EIG Inc. since April 2005. He was also a Director of ECIC from August 2002 through May 2004. Mr. Sande has been a partner of the Nevada law firm of Jones Vargas and its predecessor firm, Vargas and Bartlett since 1974, primarily practicing in the areas of administrative law and trusts and estates. Mr. Sande actively participates in the Northern Nevada community. He has served as Chairman of the Reno-Tahoe Open Foundation, Director of the Reno Air Racing Association, Director of The First TEE, founding member of the Montreux Golf & Country Club Board of Governors, Co-Chair of the KNPB Channel 5 Capital Campaign, and as a Trustee of the William F. Harrah Automobile Foundation. He also served four terms on the Stanford University Athletic Board. Mr. Sande is a Trustee for the William F. Harrah Trusts, Chairman of the Board for First Independent Bank of Nevada, and previously served on the Board of Directors for Bank of America Nevada (Valley Bank of Nevada). Mr. Sande holds a B.A. degree, with great distinction, from Stanford University and a J.D. degree, cum laude, from Harvard University.

Executive Officers Who Also Serve as Directors

Douglas D. Dirks has served as President and Chief Executive Officer of EIG and EIG, Inc. since their creation on April 1, 2005. He has served as Chief Executive Officer of EICN and ECIC since January 2006. He served as President and Chief Executive Officer of EICN from January 1, 2000 until January 2006, and served as President and Chief Executive Officer of ECIC and its predecessor from May 2002 until January 2006. Mr. Dirks has served as President and Chief Executive Officer of EOH and EIS since 2002. He has been a director of EIG and EIG Inc. since April 2005; a director of EICN since December 1999, EOH since 2000 and EIS since August 1999 and a director of ECIC and its predecessor since May 2002. Mr. Dirks was the Chief Executive Officer of the Fund from 1995 to 1999 and its Chief Financial Officer from 1993 to 1995. Prior to joining the Fund, he served in senior insurance regulatory positions and as an advisor to the Nevada governor's office. Mr. Dirks also has worked in the public accounting and investment banking industries and is a licensed Certified Public Accountant in the state of Texas. He presently serves on the Board of Directors of the Nevada Insurance Guaranty Association and the Nevada Insurance Education Foundation. Mr. Dirks holds B.A. and M.B.A. degrees from the University of Texas and a J.D. degree from the University of South Dakota.

Martin J. Welch has served as President of EICN and ECIC since January 2006 and was Senior Vice President and Chief Underwriting Officer of EICN and ECIC from September 2004 to January 2006. Mr. Welch has also been a Director of EIG, EIG Inc., EICN and ECIC since March 2006. Mr. Welch has more than 25 years of experience in workers' compensation and commercial property/casualty insurance. Prior to joining us, he served as Senior Vice President, National Broker Division, for Wausau Insurance Companies from January 2003 to February 2004, and prior to that time was Senior Vice President of Broker Operations for Wausau. He holds a B.S. degree in Finance from the University of Illinois and is a Chartered Property and Casualty Underwriter.

Executive Officers Who Do Not Serve as Directors

Lenard T. Ormsby was appointed as Chief Legal Officer of EIG on November 17, 2006 and currently serves in that capacity, in addition to serving as its General Counsel and Corporate Secretary. He previously served as Executive Vice President and General Counsel of EICN and ECIC from June 2002 to November 2006. He has served as Secretary of EICN, ECIC, EOH and EIS since 2002, and of EIG and EIG, Inc., since April 2005. Mr. Ormsby has been a Director of ECIC since June 2004. He was Chief Operating Officer of the Fund and EICN from 1999 to June 2002 and General Counsel of the Fund from 1995 to 1999. Before joining the Fund, Mr. Ormsby was a partner in the Nevada law firm of

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McDonald, Carano, Wilson, McCune, Bergin, Frankovich & Hicks. He has been a practicing attorney for over 20 years. Mr. Ormsby holds a B.A. degree from the University of Nebraska-Omaha, an M.S. degree from North Dakota State University and a J.D. degree from the University of Nebraska.

William E. Yocke has been Executive Vice President and Chief Financial Officer for EICN and ECIC since June 2005. He has also been Treasurer of EIG, EIG Inc., EICN, ECIC, EOH and EIS since 2005. Mr. Yocke has been a Director of ECIC since November 2005. Prior to joining us, Mr. Yocke was Senior Vice President for the Willis Group, a London-based risk management and insurance intermediary, from 2004 to 2005. Previously, he served as Chief Financial Officer for AVRA Insurance Company from 2002 to 2004, Director of Deloitte & Touche West Region Actuarial and Risk Management Consulting from 1996 to 2002, and Director of West Region Risk Management Consulting for Ernst & Young LLP from 1987 to 1996. Mr. Yocke is a licensed Certified Public Accountant in the state of California. Mr. Yocke holds a B.S. degree from St. Mary's College of California.

Ann W. Nelson has been Executive Vice President, Corporate and Public Affairs, of EICN and ECIC since January 2006. Ms. Nelson served us as Associate General Counsel from January through December 1999, as General Counsel from December 1999 through July 2002, Executive Vice President of Government Affairs from July 2002 through July 2004, and Executive Vice President of Strategy and Corporate Affairs from July 2004 through December 2005. Ms. Nelson's governmental experience includes service as Legal Counsel to former Nevada Governor Bob Miller from 1994 to 1999, and as a Deputy District Attorney in the Civil Division of the Washoe County District Attorney's Office in Reno, Nevada from 1993 through 1994. Ms. Nelson holds a B.A. from the University of Nevada, Reno, and a J.D., cum laude, from the University of San Francisco School of Law. She is a member of the Washoe County Bar Association and the State Bar of Nevada.

Other Significant Employees of Our Subsidiaries

The following information is provided regarding our other significant employees:

T. Hale Johnston has been President of the Pacific Region and Senior Vice President of ECIC since April 2006. He is responsible for management, profit and growth of traditional market business in California. Prior to joining us, Mr. Johnston was a Vice President of Meadowbrook Insurance Group from December 2002 to November 2005 and President and Chief Operating Officer of Dodson Group from March 2001 to December 2002. He has held executive and senior executive positions for over 15 years within the specialized field of workers' compensation insurance. Mr. Johnston holds B.A. degrees from William Jewell College.

David M. Quezada has been President of the Strategic Markets Region and Senior Vice President of ECIC since January 2006. He is responsible for management and oversight of the marketing and underwriting of business produced through non-traditional, strategic partnerships, and the identification of new, strategic partnership opportunities. Mr. Quezada has served in various executive management positions with us, most recently as Vice President, Loss Control Services, from May 2004 to January 2006. Prior to that time, Mr. Quezada served as Assistant Vice-President, Loss Control, with ECIC and in the same capacity with Fremont. Mr. Quezada holds a B.A. degree from California State Polytechnic University, Pomona.

George Tway has been President of the Western Region and Senior Vice President of EICN since August 2004. Prior to that position, he was Division Manager for the Western States for Fremont Indemnity from 2001 to 2004 and Underwriting and Marketing Manager for Industrial Indemnity from 1993 to 2000. He has also held senior positions in Idaho State Government, including Director of the Department of Commerce and Director of Labor and Industrial Services. Mr. Tway has been in the workers' compensation insurance industry for 18 years. Mr. Tway holds a B.A. degree from Mt. Angel College in Oregon and attended graduate school at St. Thomas of Rome in Italy.

Paul I. Ayoub has been Senior Vice President and Chief Information Officer of EICN and ECIC since September 2004. Prior to joining us, Mr. Ayoub was Senior Vice President and Chief Information Officer for PMA Capital Insurance Company from September 2000 to September 2004. Previously, he spent 16 years in various technical and IT management positions at CIGNA Corporation. Mr. Ayoub holds a B.S. degree from Grove City College.

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Stephen V. Festa has been Senior Vice President and Chief Claims Officer of EICN and ECIC since 2004. He has over 20 years of multi-line claims experience within the insurance industry. Prior to joining us, he held several claims, technical and management positions. In his most recent prior leadership position, Mr. Festa served as Executive Vice President of Crawford and Company from 1998 through 2003 and led the company's Third Party Administrator (TPA) division. He has also served as a Director of Arbitration Forums, Inc. Mr. Festa attended the University of Southern California and also completed the Advanced Executive Education Program sponsored by American Institute for Chartered Property Casualty Underwriters and the Wharton School of the University of Pennsylvania.

Jeff J. Gans has been Senior Vice President and Chief Underwriting Officer of EICN and ECIC since April 2006. Prior to joining us, he was Senior Vice President, Underwriting Operations, with AON Underwriting Managers in Chicago, Illinois, from 2004 to 2005. Mr. Gans also has held various executive management positions such as Senior Vice President at CNA from 2001 to 2003, Vice President, Commercial Insurance at Fireman's Fund from 1998 to 2001 and Vice President, Commercial Insurance Group at USF&G from 1993 to 1998. Mr. Gans received a B.S. degree from the Wharton School at the University of Pennsylvania and has earned his Chartered Property Casualty Underwriter and Associate in Risk Management professional designations.

Cynthia Morrison has been Vice President and Corporate Controller of EICN and ECIC since July 2002. Prior to joining us, she was Vice President and Controller for Fremont from 1987 to 2002 and was Controller of Borg Warner Insurance Services and Classified Financial from 1982 to 1987. Prior to joining us, Ms. Morrison was with KPMG as an audit manager. Ms. Morrison is a Certified Public Accountant and a Fellow of the Life Management Institute. She is a member of the American Institute of Certified Public Accountants and a member of the Insurance Accounting and Systems Association (IASA). She is a past President of the Los Angeles Chapter of IASA. Ms. Morrison received a B.S. degree from Arizona State University.

John P. Nelson has been Senior Vice President and Chief Administrative Officer of EICN and ECIC since July 2004. Prior to joining us, he was Vice President, Human Resources & Administration for Fielding Graduate University in Santa Barbara, California, from October 1993 to June 2004. Mr. Nelson has 20 years of experience in the field of Human Resources working for educational, manufacturing, technology and retail institutions. Mr. Nelson received a B.A. from the University of California and an M.A. from Antioch University. He is also certified as a Senior Professional in Human Resources by the Society for Human Resource Management.

Teresa Shappell has been Senior Vice President and Chief Strategy Officer of EICN and ECIC since July 2006. Prior to joining us, she served as Chairman of Shappell, Inc., a consulting firm providing executive coaching and business strategy support. She also served as Vice President of Marketing and Product Management for Intuit in 2004, as Vice President, U.S. Sales and Commercial Operations for Bausch & Lomb from 2001 to 2003 and as General Manager of the Healthcare Division at Dell Computer Corporation from 1999 to 2001. Ms. Shappell has a B.S. degree from Virginia Tech and an M.B.A. from Harvard Business School.

Upon completion of this offering, we will have ten directors. This number includes eight outside directors and two directors who are also members of management. We have also established the following standing committees of the board of directors:

Board Committees

Audit Committee. This committee currently consists of Mr. Mosher, Ms. McKinney-James and Ms. Ong. Our audit committee currently satifies, and will upon the completion of this offering continue to satisfy, the independence and other requirements of the New York Stock Exchange, without regard to any transition period provided for therein, and those of the SEC. Each member of the audit committee is or will be financially literate by the date on which this offering is consummated. In addition, our board of directors has determined that Mr. Mosher is an audit committee financial expert within the meaning of Item 401(h) of Regulation S-K of the Securities Act. The audit committee assists our board in monitoring the integrity of our financial statements, our independent auditors' qualifications and independence, the performance of our audit function and independent auditors, and our compliance with legal requirements.

The audit committee also prepares the audit committee report that the SEC rules require be included in our annual proxy statement or annual report on Form 10-K. Upon completion of this offering, the audit committee will have direct responsibility for the appointment, compensation, retention (including termination) and oversight of our independent auditors, and our independent auditors will report directly to the audit committee.

Finance Committee. This committee currently consists of Messrs. Rumbolz, Blakey, Dirks and Sande and Ms. Glenn. The finance committee reviews and makes recommendations to the board of directors with respect to certain of our financial affairs and policies, including investments and investment policies and guidelines, financial planning, capital structure and management, dividend policy and dividends, stock repurchases, and strategic plans and transactions.

Compensation Committee. This committee currently consists of Messrs. Blakey and Rumbolz and Ms. Ong. Our compensation committee currently satisfies, and will upon the completion of this offering continue to satisfy, the independence and other requirements of the New York Stock Exchange, without regard to any transition period provided for therein, and those of the SEC and of Section 162(m) of the Internal Revenue Code. This committee administers our stock option and benefits plans, determines the details of the compensation package for the Chief Executive Officer, establishes the total compensation philosophy and strategy and approves the salary and bonuses for executives annually. The compensation committee also produces a report on executive officer compensation as required by the SEC to be included in our annual proxy statement or annual report on Form 10-K. The compensation committee reviews and evaluates, at least annually, the performance of the compensation committee and its members, including compliance of the compensation committee with its charter.

Board Governance and Nominating Committee. This committee currently consists of Messrs. Sande and Kolesar and Ms. McKinney-James. Our board governance and nominating committee currently satisfies, and will upon the completion of this offering continue to satisfy, the independence and other requirements of the New York Stock Exchange, without regard to any transition period provided for therein, and those of the SEC. The governance committee will identify qualified individuals to become members of the board of directors, determine the composition of the board of directors and its committees and develop and recommend to the board of directors sound corporate governance policies and procedures.

Executive Committee. Our board of directors currently has an executive committee consisting of Messrs. Kolesar, Blakey, Rumbolz, Sande, Mosher and Dirks. The executive committee functions on behalf of the board of directors, acting in respect of ordinary course matters, during intervals between meetings of the board of directors, as necessary.

COMPENSATION DISCUSSION AND ANALYSIS

The primary objectives of the Compensation Committee of our board of directors with respect to executive compensation are to attract and retain the best possible executive talent, to tie annual and long-term cash and stock incentives to achievement of measurable corporate, business unit and individual performance objectives, and to align executives' incentives with stockholder value creation. To achieve these objectives, the Compensation Committee expects to implement and maintain compensation plans that tie a substantial portion of executives' overall compensation to our financial performance (including our combined ratio and adjusted return on equity) and common stock price. Overall, the total compensation opportunity is intended to create an executive compensation program that is set at the median competitive levels of comparable public insurance companies and, in particular, companies with workers' compensation and other property and casualty lines of business, when our performance is at a commensurate median competitive level.

In connection with the conversion and the initial public offering, the Compensation Committee retained the compensation consulting firm of Frederic W. Cook & Co. to evaluate our compensation practices and to assist in developing and implementing the executive compensation program and philosophy. The Cook firm developed a competitive peer group and performed analyses of competitive performance and compensation levels. It also met individually with the members of the Compensation Committee and senior management to learn about our business operations and strategy as a public company, key performance metrics and target goals, and the labor and capital markets in which we will compete. It developed recommendations that were reviewed and approved by the Compensation Committee and the board of directors in connection with developing and approving the plan of conversion.

Compensation Components

Compensation is broken out into the following components:

Base Salary. Base salaries for our executives are established based on the scope of their responsibilities, taking into account competitive market compensation paid by other companies for similar positions. Generally, we believe that executive base salaries should be targeted near the median of the range of salaries for executives in similar positions and with similar responsibilities at comparable companies in line with our compensation philosophy. Base salaries are reviewed annually, and adjusted from time to time to realign salaries with market levels after taking into account individual responsibilities, performance and experience. For 2007, it is currently our intention that base salary increases for executives will be limited to five percent per individual.

Annual Bonus. In 2006, we terminated our 2003 Executive Bonus Plan, which provided for short- and long-term cash bonuses for officers, and replaced it with an annual incentive bonus plan for all of our officers (beginning in 2008, it is our intention to extend the bonus plan to cover all of our employees). The annual incentive bonuses (which are authorized under our new Equity and Incentive Plan) are intended to compensate officers for achieving our annual financial goals at corporate and business unit levels and for achieving measurable individual annual performance objectives. For 2007, the corporate financial goal will be based on achieving the targeted combined ratio contained in our business plan for 2007.

Our annual incentive bonus plan provides for a cash bonus, dependent upon the level of achievement of the stated corporate goals and personal performance goals, calculated as a percentage of the officer's base salary, with higher ranked executive officers being compensated at a higher percentage of base salary. The Compensation

Committee approves the annual incentive award for the Chief Executive Officer and for each officer below the Chief Executive Officer level, based on the Chief Executive Officer's recommendations. For 2007, the target bonus awards (as a percentage of base salary) will be as follows: Chief Executive Officer, 90%; Chief Operating Officer, 50%; Executive Vice President, 40%; Senior Vice President, 35%; and Vice President, 25%. These target percentages are reduced from 2006 target percentages, which included both short-and long-term incentive award opportunity, so that our officers' annual bonus opportunities would be set near the median competitive levels of comparable companies. Depending on the achievement of the predetermined targets, the annual bonus may be less than or

greater than the target bonus. Maximum payout for officers is 150% of the target bonus. Further information regarding the 2007 bonus opportunities to our named executives is set forth under ‘‘*Grant of Plan Based Awards’’.

Long-Term Incentive Program. We believe that long-term performance is achieved through an ownership culture that encourages long-term performance by our executive officers through the use of stock-based awards. In connection with the conversion and this offering, our board of directors will adopt the EIG Holdings, Inc. Equity and Incentive Plan, which we refer to as the Equity and Incentive Plan, which permits the grant of stock options, stock appreciation rights, restricted shares, restricted stock units, performance shares, and other stock-based awards.

In 2007, we intend to provide long-term awards through a combination of stock options, which will vest based on continued employment, and performance shares, which will vest based on achievement of three-year combined ratio and adjusted return on equity goals.

Founders' Grants. In recognition of becoming a public company, on the date of the closing of the initial public offering, we intend to make a ‘‘founders' grant’’ in the form of a nonqualified stock option to purchase 300 shares of our common stock to each full-time employee, excluding our senior officers, at the initial public offering stock price and pursuant to the terms of the Equity and Incentive Plan. Part-time employees will receive a grant to purchase 150 of our shares, for an aggregate of approximately 181,950 shares underlying the ‘‘founders' grants’’. We believe the ‘‘founders' grants’’ will immediately align employee interests with those of policyholders and other public stockholders and reinforce the cultural change from a mutual to a public stock company. The ‘‘founders' grants’’ will vest pro rata on each of the first three anniversaries of the initial public offering date, subject to the continued employment of the employee, and have a maximum term of seven years.

Annual Equity Awards. Six months following the initial public offering, we intend to begin an annual practice of making equity awards to officers, including our executive officers. We intend that the annual aggregate value of these awards will be set near competitive median levels for comparable companies. One-half of the aggregate value of these awards will be granted in the form of nonqualified stock options and one-half will be granted in the form of performance shares. This two-part program is intended to achieve a balance between market-based incentives such as options, which we believe provide a strong link to stockholder value creation, and financial-based incentives such as performance awards, which we believe have stronger retention impact and provide a direct link to long-term corporate performance. The Compensation Committee has approved the value of initial equity grants to our executive officers. Information regarding the value of the initial equity grants to be made to our named executives is set forth under ‘‘—Grant of Plan Based Awards’’.

Options. The initial option grant will vest as to 25% of the shares underlying the grant six months following the grant and as to an additional 25% on each of the first three anniversaries of the grant date. After the initial option grant, it is intended that annual option grants will vest pro rata on each of the first four anniversaries of the date of grant. Annual option grants will have a maximum term of seven years.

Performance Shares. Grant of performance shares will be earned based on the achievement of pre-established corporate performance goals over a three-year performance period. For the initial performance period commencing January 1, 2007, the performance goals will be based on the three-year average combined ratio and adjusted return on average equity, each weighted equally. The maximum number of performance shares that may be earned based on actual performance during the performance period will be 150% of the targeted number of performance shares.

Broad-Based Employee Grants. Beginning in 2008, we will reserve a pool of approximately 20,000 shares for grants of stock options or restricted stock to high-performing non-officer employees in recognition of their individual achievements and contributions to corporate or business unit performance or in circumstances where there is a critical retention need.

Other Compensation. Our senior officers who were parties to employment agreements prior to this offering will continue, following this offering, to be parties to such employment agreements in their current form until such time as the Compensation Committee determines in its discretion that revisions to such employment agreements are advisable. In addition, consistent with our pay-for-performance

compensation philosophy, we intend to continue to maintain modest executive benefits and perquisites for officers; however, the Compensation Committee in its discretion may revise, amend or add to the officer's executive benefits and perquisites if it deems it advisable. We believe these benefits and perquisites are currently below median competitive levels for comparable companies. We have no current plans to make changes to either the employment agreements (except as required by law or as required to clarify the benefits to which our executive officers are entitled as set forth herein) or levels of benefits and perquisites provided thereunder. Our directors and executive officers and the directors and executive officers of our subsidiaries will not receive any stock or cash compensation at the time of the conversion, although some of them may receive consideration indirectly through an affiliation with an eligible member that receives consideration in the conversion.

Stock Ownership Guidelines. In connection with the initial public offering, we have adopted stock ownership guidelines for our officers, as follows:

Stock Ownership Guidelines

Position	(As a multiple of base salary)
Chief Executive Officer	4x
Chief Operating Officer/Executive Vice President	3x
Senior Vice President	2x
Vice President	1x

The guidelines require that officers eligible for regular annual equity grants retain a portion of ‘‘net gain shares’’ acquired upon exercise of stock options (i.e., shares acquired after the payment of the option exercise price and all employment and income taxes) and payment of earned performance shares. Until the salary multiple specified above is achieved (which will occur over the course of time) officers must retain 50% of their net gain shares from option exercises and earned performance shares. Once the specified salary multiple is achieved, the officers must continue to retain 25% of all net gain shares for the duration of their employment with us. These

guidelines assure that officers are continuously adding to their holdings in our shares to the extent that the equity incentives granted under our executive compensation program deliver realized value to officers. No equity or equity based awards may be made to any executive officers prior to the date that is six months after this offering.

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Summary Compensation Table

The following table sets forth information regarding compensation earned by our Chief Executive Officer, our Chief Financial Officer and three other most highly compensated executive officers during 2005 and as estimated for 2006:

Name and Principal Position	Year(1)	Salary(2) ($)	Bonus(3) ($)	Stock Awards ($)	Option Awards ($)	Non-Stock Incentive Plan Compen-sation(4)(5) ($)	All Other Compen-sation(6) ($)	Change in Pension Value and Non-Qualified Deferred Compen-sation Earnings ($)	Total ($)
Douglas D. Dirks	2006	543,769	—	—	—	953,750	57,870	—	1,555,389
President and Chief Executive Officer – EIG	2005	462,654	—	—	—	300,300	100,209	—	863,163
William E. Yocke(7)	2006	267,846	680	—	—	190,400	36,775	—	495,701
Executive Vice President, Chief Financial Officer – EICN and ECIC; Treasurer – EIG	2005	137,000	680	—	—	100,094	80,568	—	318,342
Lenard T. Ormsby	2006	341,521	100,680	—	—	210,000	47,240	—	699,441
Executive Vice President and Chief Legal Officer – EIG	2005	250,000	680	—	—	165,000	98,851	—	514,531
Martin J. Welch	2006	307,115	680	—	—	217,000	148,976	—	673,771
President and Chief Operating Officer – EICN and ECIC	2005	231,539	680	—	—	148,500	59,183	—	439,902
Ann W. Nelson	2006	218,963	680	—	—	133,700	35,539	—	388,882
Executive Vice President, Corporate and Public Affairs – EICN and ECIC	2005	182,846	680	—	—	120,780	28,747	—	333,053

(1) Compensation is estimated for 2006 based upon actual compensation through September 30, 2006 and projected through December 31, 2006 and life insurance is based upon 2005 actual compensation.

(2) Salary includes base salary and payment in respect of accrued vacation, holidays, and sick days.

(3) Mr. Ormsby received a $100,000 bonus for signing an amended and restated employment agreement which expires on December 31, 2008. In addition, each officer other than Mr. Dirks received a holiday bonus of $680.

(4) For the year 2005, the Non-Stock Incentive Plan Compensation listed on this table reflects the performance of the Chief Executive Officer and each of the named executive officers in the year shown for the 2003 Executive Bonus Plan. However, the short-term bonuses are actually paid in the following calendar year and the long-term bonuses in 2007.

(5) For the year 2006, the Non-Stock Incentive Plan Compensation listed on this table reflects the performance of the Chief Executive Officer and each of the named executive officers in the year shown for the 2006 Incentive Bonus Plan. However, bonuses are actually paid in the following calendar year.

(6) Includes the following payments we paid on behalf of the executives:

Name	Year	Car Allowance ($)	Club Memberships ($)	Health Care Contribution ($)	Moving Allowance ($)	Life Insurance Premiums ($)	401(k) Matching Contributions ($)	Total ($)
Douglas D. Dirks	2006	15,600	20,460	14,182	—	1,028	6,600	57,870
	2005	12,900	65,370	13,911	—	1,028	7,000	100,209
William E. Yocke	2006	14,400	3,960	10,323	—	1,492	6,600	36,775
	2005	7,000	1,395	4,694	61,907	1,492	4,080	80,568
Lenard T. Ormsby	2006	14,400	10,816	14,182	—	1,242	6,600	47,240
	2005	12,000	64,890	12,859	—	1,242	7,860	98,851
Martin J. Welch	2006	14,400	4,432	14,349	108,011	1,184	6,600	148,976
	2005	12,000	3,467	13,087	22,138	1,185	7,306	59,183
Ann W. Nelson	2006	14,400	1,025	14,285	—	379	5,450	35,539
	2005	12,000	175	12,962	—	379	3,231	28,747

(7) Mr. Yocke commenced his employment with us on June 16, 2005.

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We are a party to an amended and restated employment agreement with Mr. Dirks, the stated term of which expires on January 31, 2009 unless terminated earlier by either party in accordance with such agreement. Under the agreement, in addition to his base salary of $550,000 (which is subject to increase in our discretion), Mr. Dirks is eligible to receive incentive compensation and bonuses, with a target of not less than 175% of base salary, as our board of directors may, in its discretion, determine to award him, and to which he may be entitled under the terms of any of our plans, programs or agreements in effect during the term of the agreement. Mr. Dirks is also entitled to participate in all incentive compensation, retirement, supplemental retirement and deferred compensation plans, policies and arrangements that are provided generally to our other senior officers as may be determined in our board of directors' discretion.

We are a party to an amended and restated employment agreement with Mr. Welch, the stated term of which expires on December 31, 2008 unless terminated earlier by either party in accordance with such agreement. Under the agreement, in addition to his base salary of $310,000 (which is subject to increase in our discretion), Mr. Welch is eligible to receive incentive compensation and bonuses, with a target of not less than 60% of base salary, as our board of directors may, in its discretion, determine to award him, and to which he may be entitled under the terms of any of our plans, programs or agreements in effect during the term of the agreement (for 2006, Mr. Welch's target bonus is 70% of base salary). Mr. Welch is also entitled to participate in all incentive compensation, retirement, supplemental retirement and deferred compensation plans, policies and arrangements that are provided generally to our other senior officers as may be determined in our board of directors' discretion.

We are a party to an amended and restated employment agreement with Mr. Ormsby, the stated term of which expires on December 31, 2008 unless terminated earlier by either party in accordance with such agreement. Under the agreement, in addition to his base salary of $300,000 (which is subject to increase in our discretion), Mr. Ormsby is eligible to receive incentive compensation and bonuses, with a target of not less than 60% of base salary, as our board of directors may, in its discretion, determine to award him, and to which he may be entitled under the terms of any of our plans, programs or agreements in effect during the term of the agreement (for 2006, Mr. Ormsby's target bonus is 70% of base salary). Mr. Ormsby is also entitled to participate in all incentive compensation, retirement, supplemental retirement and deferred compensation plans, policies and arrangements that are provided generally to our other senior officers as may be determined in our board of directors' discretion.

We are a party to an amended and restated employment agreement with Mr. Yocke, the stated term of which expires on December 31, 2008 unless terminated earlier by either party in accordance with such agreement. Under the agreement, in addition to his base salary of $260,000 (which is subject to increase in our discretion and which has been increased since the date of the agreements to $272,000), Mr. Yocke is eligible to receive incentive compensation and bonuses, with a target of not less than 60% of base salary, as our board of directors may, in its discretion, determine to award him, and to which he may be entitled under the terms of any of our plans, programs or agreements in effect during the term of the agreement (for 2006, Mr. Yocke's target bonus is 70% of base salary). Mr. Yocke is also entitled to participate in all incentive compensation, retirement, supplemental retirement and deferred compensation plans, policies and arrangements that are provided generally to our other senior officers as may be determined in our board of directors' discretion.

We are a party to an amended and restated employment agreement with Ms. Nelson, the stated term of which expires on December 31, 2008 unless terminated earlier by either party in accordance with such agreement. Under the agreement, in addition to her base salary of $183,000 (which is subject to increase in our discretion and which has been increased since the date of the agreements to $191,000), Ms. Nelson is eligible to receive incentive compensation and bonuses, with a target of not less than 60% of base salary, as our board of directors may, in its discretion, determine to award her, and to which she may be entitled under the terms of any of our plans, programs or agreements in effect during the term of the agreement (for 2006, Ms. Nelson's target bonus is 70% of base salary). Ms. Nelson is also entitled to participate in all incentive compensation, retirement, supplemental retirement and deferred compensation plans, policies and arrangements that are provided generally to our other senior officers as may be determined in our board of directors' discretion.

The Compensation Committee, which will be comprised solely of ‘‘outside directors’’ as defined for purposes of Section 162(m) of the Internal Revenue Code, may elect to adopt plans or programs providing for additional benefits if the Compensation Committee determines that doing so is in our best interests.

For a complete description and quantification of benefits payable to our named officers on and following termination of employment under plans and programs currently in effect, see ‘‘—Potential Payments Upon Termination Or Change In Control’’.

Grants of Plan Based Awards

2006 Incentive Bonus Plan. Effective December 31, 2005, we terminated our 2003 Executive Bonus Plan, which provided for short- and long-term bonuses to certain officers based on corporate performance and modifier based upon individual performance and replaced it in 2006 with an annual Incentive Bonus Plan for all of our officers. The 2006 plan provides for a cash bonus, dependent upon the level of achievement of the stated corporate goals and personal performance goals, calculated as a percentage of the officers' base salary, with higher ranked officers being compensated at a higher percentage of base salary. The potential cash bonuses for fiscal year 2006 to be paid in 2007 at target and maximum performance levels are set forth below:

2006 Incentive Bonus Plan

		Estimated Future Payouts under Non-Equity Incentive Plan Awards	
Name	Grant Date	Target	Maximum
Douglas D. Dirks	03/06/06	$ 953,750	$ 1,239,875
William E. Yocke	03/06/06	190,400	247,520
Lenard T. Ormsby	03/06/06	210,000	273,000
Martin J. Welch	03/06/06	217,000	282,100
Ann W. Nelson	03/06/06	133,700	171,386

2003 Executive Bonus Plan. The terminated 2003 Executive Bonus Plan awarded short- and long-term bonuses in equal amounts each year based on annual corporate performance with a modifier for individual performance. The short-term bonus was paid in the year following the fiscal year end, and the long-term bonus became payable three years after the fiscal year end with 50% of the award paid each year thereafter. Because the terminated plan was effective January 2003, the first long-term incentive payment was to have been paid in 2006. Because the 2003 Executive Bonus Plan was terminated effective December 31, 2005, the first long-term incentive payment was made in 2006 to those named executives who had a vested entitlement, which were those named executives who had been participants since 2003. Amounts earned under the 2003 Executive Bonus Plan by our named executives in 2005 are included in the Summary Compensation Table above in the ‘‘Non-Stock Incentive Plan Compensation’’ column. In 2007, we intend to complete the liquidation of the terminated 2003 Executive Bonus Plan and anticipate paying the named executives the balance of their long-term bonuses on or before March 15, 2007. To the extent the performance conditions applicable to such awards were satisfied prior to 2005, such amounts are not set forth in the Summary Compensation Table. The amount each named executive is estimated to receive in final distribution of the terminated plan is set forth below:

2003 Executive Bonus Plan

	Estimated Future Payouts under Non-Equity Incentive Plan Awards		
Name	2006	2007	Total
Douglas D. Dirks	$ 351,820	$ 201,670	$ 553,490
William E. Yocke(1)	50,047	50,047	100,094
Lenard T. Ormsby	197,200	114,700	311,900
Martin J. Welch	74,250	99,000	173,250
Ann W. Nelson	144,510	84,120	228,630

(1) Mr. Yocke commenced his employment with us on June 16, 2005.

Equity and Incentive Plan Awards

2007 Annual Incentive Plan. As noted in the ‘‘Compensation Discussion and Analysis,’’ the Compensation Committee has approved target and maximum bonus opportunities (expressed as a percentage of salary) for our named executives for 2007, based upon achievement of corporate financial goals and achieving measurable individual annual performance objectives. Set forth below is the dollar amount of the 2007 bonus opportunities for each of our named executives, based upon their approved 2007 salaries:

2007 Annual Incentive Bonus Plan

Name	Threshold	Target Bonus	Maximum Bonus
Douglas D. Dirks	$ 0	$ 517,500	$ 776,250
William E. Yocke	0	114,000	171,000
Lenard T. Ormsby	0	120,000	180,000

Martin J. Welch	0	162,500	243,750
Ann W. Nelson	0	80,000	120,000

Annual Equity Awards. Also as noted in this ''Compensation Discussion and Analysis,'' the Compensation Committee has approved the aggregate value of initial equity grants to be made to our named executives six months following this offering. These values are as follows:

Annual Equity Grants

Name	Fair Value of Options	Fair Value of Performance Shares		
		Threshold	Target	Maximum
Douglas D. Dirks	$ 230,625	$ 0	$ 230,625	$ 345,938
William E. Yocke	61,500	0	61,500	92,250
Lenard T. Ormsby	61,500	0	61,500	92,250
Martin J. Welch	107,625	0	107,625	161,438
Ann W. Nelson	61,500	0	61,500	92,250

Pursuant to its authority under the Equity and Incentive Plan, our Compensation Committee retains the discretion to make adjustments with respect to the 2007 annual bonuses and the equity grants described above, including adjustments to (1) the annual bonus opportunities, (2) the fair value of the equity grants and (3) the performance criteria applicable to the annual bonuses and the performance shares.

Compensation Comparison

The Compensation Committee has approved certain amounts relating to the compensation of our named executive officers, including base salary amounts, targeted and maximum annual cash incentive awards, and targeted and maximum long-term equity incentive awards (in the case of incentive awards, payable only if certain performance goals are achieved). Such approved target amounts and maximum amounts are set forth below. To provide further information on how such 2007 target amounts compare to prior levels of compensation, actual base salaries and target and maximum annual and long term bonus amounts for 2005 and 2006 are also set forth below.

The chart set forth below is provided for comparison purposes only and does not contain complete information with respect to total compensation paid to our named executive officers in 2005 or expected to be paid to our named executive officers in 2006, nor does it contain all possible components of compensation that our named executive officers may receive in 2007.

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2005-2007 Compensation Comparison Chart(1)

	Year	Salary(2) ($)	Annual Cash Bonus Opportunity ($)		Value of Long Term Cash or Equity Award Opportunity Awarded In Indicated Year(3) ($)		Total(4) ($)	
			Target(5)	Maximum(5)	Target(5)	Maximum(5)	Target(4)	Maximum(4)
Douglas D. Dirks	2007	575,000	517,500	776,250	461,250	576,563	1,553,750	1,927,813
	2006	543,769	953,750	1,239,875	0	0	1,497,519	1,783,644
	2005	462,654	40,950	150,150	40,950	150,150	544,554	762,954
William E. Yocke	2007	285,000	114,000	171,000	123,000	153,750	522,000	609,750
	2006	267,846	190,400	247,520	0	0	458,246	515,366
	2005	137,000	12,178	50,047	12,178	50,047	161,356	237,094
Lenard T. Ormsby	2007	300,000	120,000	180,000	123,000	153,750	543,000	633,750
	2006	341,521	210,000	273,000	0	0	551,521	614,521
	2005	250,000	22,500	82,500	22,500	82,500	295,000	415,000
Martin J. Welch	2007	325,000	162,500	243,750	215,250	269,063	702,750	837,813
	2006	307,115	217,000	282,100	0	0	524,115	589,215
	2005	231,539	20,250	74,250	20,250	74,250	272,039	380,039
Ann W. Nelson	2007	200,000	80,000	120,000	123,000	153,750	403,000	473,750
	2006	218,963	133,700	171,386	0	0	352,663	390,349
	2005	182,846	16,470	60,390	16,470	60,390	215,786	303,626

(1) The Compensation Committee, which following the completion of the conversion and this offering will be comprised solely of ''outside directors'' as defined for purposes of Section 162(m) of the Internal Revenue Code, may elect to adopt plans or programs providing for additional compensation and benefits at the Compensation Committee's discretion.

(2) Data for fiscal years 2005 and 2006 are as set forth in the Summary Compensation Table above. Data for fiscal year 2007 reflects base salary approved by the Compensation Committee for fiscal year 2007. For fiscal years 2005 and 2006, salary includes base salary and payment in respect of accrued vacation, holidays and sick days.

(3) The values set forth in the Value of Long Term Cash or Equity Award Opportunity Awarded column for fiscal year 2007 relating to stock option awards are calculated using a ''fair value'' stock option pricing model as is required by the FASB. The amounts are not indicative of the actual cash value of the awards at the time of grant or the market value of the stock underlying the award; rather they are estimates based on certain assumptions. Depending upon the performance of the common stock underlying the stock awards and the amounts that actually vest, the actual cash equivalent value to the recipient could be more or less than the amounts set forth. Equity awards expected to be granted in fiscal year 2007 will be converted into long-term cash-based awards if the conversion and this offering and are not completed by June 30, 2007.

(4) The Total column represents the sum of base salary, target/maximum annual cash incentive award opportunities and target/maximum long term cash and equity incentive award opportunities as approved by the Compensation Committee with respect to the applicable fiscal year. Amounts in the Total column do not include other compensation that the executives received in fiscal years 2005 and 2006, or any similar compensation anticipated for fiscal year 2007. Other compensation includes the values of perquisites and benefits provided to the named executive officers, such as auto allowances, club memberships, health care contributions, moving allowances, life insurance premiums and 401(k) matching contributions. The value of such other compensation is not determinable at this time. A summary of the other compensation amounts for fiscal years 2005 and 2006 is set forth below, and a detailed breakdown of the other compensation amounts for fiscal years 2005 and 2006 is included in footnote 6 to the Summary Compensation Table above.

	Douglas D. Dirks	William E. Yocke	Lenard T. Ormsby	Martin J. Welch	Ann W. Nelson
2006	$ 57,870	$ 36,775	$ 47,240	$ 148,976	$ 35,539
2005	$ 100,209	$ 80,568	$ 98,851	$ 59,183	$ 28,747

(5) Data reflects target and maximum annual cash incentive bonuses and target and maximum long term cash and equity incentive award opportunities reflect target amounts approved for grant by the Compensation Committee with respect to the applicable fiscal year. Actual amounts earned in fiscal years 2005 and 2006 with respect to annual bonuses and actual amounts granted in fiscal years 2005 and 2006 with respect to long term awards are set forth in the Summary Compensation Table above.

Outstanding Equity Awards At Fiscal Year-End; Option Exercises and Stock Vested

None of our named executive officers have ever held options to purchase interests in us or other awards with values based on the value of our interests.

Pension Benefits

None of our named executives participate in or have account balances in qualified or non-qualified defined benefit plans sponsored by us. The Compensation Committee, which will be comprised solely of

‘‘outside directors’’ as defined for purposes of Section 162(m) of the Internal Revenue Code, may elect to adopt qualified or non-qualified defined benefit plans if the Compensation Committee determines that doing so is in our best interests.

Nonqualified Deferred Compensation

None of our named executives participate in or have account balances in non-qualified defined contribution plans or other deferred compensation plans maintained by us. The Compensation Committee, which will be comprised solely of ‘‘outside directors’’ as defined for purposes of Section 162(m) of the Internal Revenue Code, may elect to provide our officers and other employees with non-qualified defined contribution or deferred compensation benefits if the Compensation Committee determines that doing so is in our best interests.

Director Compensation

The following table sets forth a summary of the compensation we paid to our non-employee directors in 2005 and a summary of estimated compensation that we will pay to our non-employee directors in 2006:

Name	Year	Fees earned or paid in cash	Stock Awards	Option Awards	Non-Stock Incentive Plan Compensation	Change in Pension Value and Non-qualified Deferred Compensation Earnings	All Other Compensation	Total
Robert J. Kolesar	2006	$79,000	—	—	—	—	—	$79,000
	2005	61,000	—	—	—	—	—	61,000
Richard W. Blakey	2006	63,000	—	—	—	—	—	63,000
	2005	52,000	—	—	—	—	—	52,000
Valerie R. Glenn	2006	36,500	—	—	—	—	—	36,500
	2005	—	—	—	—	—	—	—
Rose E. McKinney-James	2006	66,000	—	—	—	—	—	66,000
	2005	58,500	—	—	—	—	—	58,500
Ronald F. Mosher	2006	55,000	—	—	—	—	—	55,000
	2005	55,500	—	—	—	—	—	55,500
Katherine W. Ong	2006	60,000	—	—	—	—	—	60,000
	2005	54,750	—	—	—	—	—	54,750
Michael D. Rumbolz	2006	58,000	—	—	—	—	—	58,000
	2005	57,500	—	—	—	—	—	57,500
John P. Sande III	2006	69,500	—	—	—	—	—	69,500
	2005	58,500	—	—	—	—	—	58,500

Outside directors receive an annual retainer of $25,000. Non-employee directors are also paid cash fees of $1,000 for each board meeting above four meetings in a calendar year, $1,500 for each audit committee meeting attended and $1,000 for each other committee meeting attended. The chairman of the board is paid an additional cash fee of $20,000 annually. Committee chairpersons are paid an additional cash fee of $10,000 annually. The independent policyholder director receives an annual retainer of $45,000 and is paid cash fees of $1,000 for each meeting attended.

The cash compensation program for non-employee directors described above will continue following the initial public offering. In addition to the cash compensation, six months following the initial public offering, each non-employee director will be granted an award of deferred stock units (‘‘DSUs’’) with a value of $50,000. Subject to accelerated vesting as set forth below, the DSUs will vest in full at the 2008 stockholders meeting and will be paid in shares six months following termination of board service. Vested DSUs will be credited with dividend equivalents which will be reinvested in additional DSUs. Beginning in 2008, at each annual stockholders meeting, each director will be granted additional DSUs which, subject to accelerated vesting as set forth below, will vest quarterly and will be paid in shares six months following termination of board service. DSUs will vest and be paid out if the director terminates service as a result of his or her death or disability or following a change in control (as defined in the Equity and Incentive Plan).

Potential Payments Upon Termination or Change in Control

The following summaries set forth potential payments payable to our executive officers upon termination of employment or a change in control of us under their current employment agreements and our other compensation programs. The Compensation Committee may in its discretion revise, amend or add to the benefits if it deems advisable.

Douglas D. Dirks

We may at any time terminate our employment agreement with Mr. Dirks if Mr. Dirks materially breaches the agreement, fails to obtain or maintain any required licenses or certificates, willfully violates any law, rule or regulation that may adversely affect his ability to perform his duties or may subject us to liability, or is convicted of a felony or crime including moral turpitude, or if we elect to discontinue our business (‘‘Cause’’). In addition, we may at any time terminate the agreement if Mr. Dirks is unable to perform the essential functions of his job for a period of more than 100 business days in a 120 consecutive business day period (‘‘Disabled’’) or if Mr. Dirks dies. Mr. Dirks may terminate his employment agreement for ‘‘Good Cause’’ if we materially breach it or we willfully violate any law, rule, or regulation that may adversely affect the ability of Mr. Dirks to perform his duties or may subject Mr. Dirks to liability. Mr. Dirks may be entitled to certain additional benefits under the Equity Incentive Plan relating to the accelerated vesting of equity awards if his employment is terminated by us without Cause or by Mr. Dirks for Good Cause following a change in control of us (as defined in the Equity and Incentive Plan). Further information regarding Mr. Dirk's opportunities under the Equity and Incentive Plan is set forth under ‘‘—Equity and Incentive Plan Awards’’.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Dirks for Good Cause prior to a Change in Control. If Mr. Dirks is terminated for any reason other than death, disability or Cause, or if Mr. Dirks terminates his employment for Good Cause, in each case prior to a change in control, Mr. Dirks is entitled to receive (less applicable withholding taxes):

- an amount equal to Mr. Dirks' base salary through the term of the agreement or two years base salary, whichever is greater, within 30 days of the effective date of the termination.
- amounts due under any bonus plan in which Mr. Dirks has been a participant, pro-rated for the period of the calendar year in which Mr. Dirks was employed, within 30 days of the effective date of the termination or, at our election, on the date provided by the termination provisions of the applicable plan.
- continuation of insurance coverage provided to Mr. Dirks as of the date of his termination for 18 months with us paying the employer portion of the premium.
- unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Dirks at the time he is granted a particular equity award, upon termination of his employment, Mr. Dirks will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Dirks for Good Cause following a Change in Control. If Mr. Dirks is terminated for any reason other than death, disability or Cause, or if Mr. Dirks terminates his employment for Good Cause, in each case following a change in control of us, in addition to the severance benefits set forth above that Mr. Dirks is entitled to receive upon such terminations prior to a change in control, all restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of Mr. Dirks' employment by us without Cause or by Mr. Dirks for Good Cause during the 24-month period following the change in control. Notwithstanding the above, if outstanding equity awards are not assumed or substituted in connection with the change in control, the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) immediately upon the change in control.

Termination for Death or Disability. If Mr. Dirks' employment is terminated as a result of his disability, Mr. Dirks is entitled to benefits in accordance with our policies generally applicable to all

employees, which provide for a benefit equal to $15,000 per month until Mr. Dirks reaches age 65. If Mr. Dirks' employment is terminated as a result of his death, pursuant to the terms of Mr. Dirks' employment agreement, he is entitled to life insurance benefits under our group life insurance program equal to three times his base salary (employees generally are entitled to benefits equal to two times base salary). Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Dirks at the time he is granted a particular equity award, upon termination of his employment as a result of death or disability, Mr. Dirks will forfeit any outstanding awards except that he (or his estate) will have one year following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us for Cause or By Mr. Dirks other than for Good Cause. Upon termination for any other reason, Mr. Dirks is not entitled to any payment or benefit other than the payment of unpaid salary and accrued and unused vacation pay. Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Dirks at the time he is granted a particular equity award, upon termination of his employment, Mr. Dirks will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Assuming Mr. Dirks' employment was terminated under each of these circumstances on December 31, 2006, such payments and benefits have an estimated value of:

	Cash Severance	Bonus	Medical Continuation	Death Benefits	Disability Benefits	Value of Accelerated Equity and Performance Awards
Without Cause or For Good Cause Prior to a Change in Control	$ 1,145,833	$ 1,155,420	$ 29,968	—	—	—
Without Cause or For Good Cause Following a Change in Control	$ 1,145,833	$ 1,155,420	$ 29,968	—	—	—
Death	—	—	—	$ 1,650,000	—	—
Disability	—	—	—	—	$ 3,000,000	—
Other	—	—	—	—	—	—

Martin J. Welch

We may at any time terminate our employment agreement with Mr. Welch for Cause. In addition, we may at any time terminate the agreement if Mr. Welch dies or becomes Disabled. Mr. Welch may terminate his employment agreement for Good Cause. Mr. Welch may be entitled to certain additional benefits under the Equity Incentive Plan relating to the accelerated vesting of equity awards if his employment is terminated by us without Cause or by Mr. Welch for Good Cause following a change in control of us. Further information regarding Mr. Welch's opportunities under the Equity and Incentive Plan is set forth under ‘‘—Equity and Incentive Plan Awards’’.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Welch for Good Cause prior to a Change in Control. If Mr. Welch is terminated for any reason other than death, disability or Cause, or if Mr. Welch terminates his employment for Cause, in each case prior to a change in control of us, Mr. Welch is entitled to receive (less applicable withholding taxes):

- an amount equal to Mr. Welch's base salary through the term of the agreement or one month of base salary for each completed year of service with us, whichever is greater but in no case less than 12 months of base salary, within 30 days of the effective date of the termination.
- short and long-term and long amounts due under the 2003 Executive Bonus Plan (or our bonus plan in effect at termination; short-term amounts will be pro-rated for the period of the calendar year in which Mr. Welch was employed), within 30 days of the effective date of the termination or, at the election, on the date provided by the termination provisions of the applicable plan.
- continuation of insurance coverage provided to Mr. Welch as of the date of his termination for 18 months with us paying the employer portion of the premium.

- unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Welch at the time he is granted a particular equity award, upon termination of his employment, Mr. Welch will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Welch for Good Cause following a Change in Control. If Mr. Welch is terminated for any reason other than death, disability or Cause, or if Mr. Welch terminates his employment for Good Cause, in each case following a change in control of us, in addition to the severance benefits set forth above that Mr. Welch is entitled to receive upon such terminations prior to a change in control, all restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of Mr. Welch's employment by us without Cause or by Mr. Welch for Good Cause during the 24-month period following the change in control. Notwithstanding the above, if outstanding equity awards are not assumed or substituted in connection with the change in control, the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) immediately upon the change in control.

Termination for Death or Disability. If Mr. Welch's employment is terminated as a result of his disability, Mr. Welch is entitled to benefits in accordance with our policies generally applicable to all employees, which provide for a benefit equal to $15,000 per month until Mr. Welch reaches age 65. If Mr. Welch's employment is terminated as a result of his death, pursuant to the terms of Mr. Welch's employment agreement, he is entitled to life insurance benefits under our group life insurance program equal to three times his base salary (employees generally are entitled to benefits equal to two times base salary). Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Welch at the time he is granted a particular equity award, upon termination of his employment as a result of death or disability, Mr. Welch will forfeit any outstanding awards except that he (or his estate) will have one year following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us for Cause or By Mr. Welch other than for Good Cause. Upon termination for any other reason, Mr. Welch is not entitled to any payment or benefit other than the payment of unpaid salary and accrued and unused vacation pay. Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Welch at the time he is granted a particular equity award, upon termination of his employment, Mr. Welch will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Assuming Mr. Welch's employment was terminated under each of these circumstances on December 31, 2006, such payments and benefits have an estimated value of:

	Cash Severance	Bonus	Medical Continuation	Death Benefits	Disability Benefits	Value of Accelerated Equity and Performance Awards
Without Cause or For Good Cause Prior to a Change in Control	$ 620,000	$ 316,000	$ 29,968	—	—	—
Without Cause or For Good Cause Following a Change in Control	$ 620,000	$ 316,000	$ 29,9686	—	—	—
Death	—	—	—	$ 930,000	—	—
Disability	—	—	—	—	$ 2,520,000	—
Other						

Lenard T. Ormsby

We may at any time terminate our employment agreement with Mr. Ormsby for Cause. In addition, we may at any time terminate the agreement if Mr. Ormsby dies or becomes Disabled. Mr. Ormsby may terminate his employment agreement for Good Cause. Mr. Ormsby may be entitled to certain additional benefits under the Equity Incentive Plan relating to the accelerated vesting of equity awards if his employment is terminated by us without Cause or by Mr. Welch for Good Cause following a change in control of us. Further information regarding Mr. Ormsby's opportunities under the Equity and Incentive Plan is set forth under ‘‘—Equity and Incentive Plan Awards’’.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Ormsby for Good Cause prior to a Change in Control. If Mr. Ormsby is terminated for any reason other than death, disability or Cause, or if Mr. Ormsby terminates his employment for Cause, in each case prior to a change in control of us, Mr. Ormsby is entitled to receive (less applicable withholding taxes):

- an amount equal to Mr. Ormsby 's base salary through the term of the agreement or one month of base salary for each completed year of service with us, whichever is greater but in no case less than 18 months of base salary, within 30 days of the effective date of the termination.
- short and long-term amounts due under the Executive Bonus Plan (or our bonus plan in effect at termination; short-term amounts will be pro-rated for the period of the calendar year in which Mr. Ormsby was employed), within 30 days of the effective date of the termination or, at our election, on the date provided by the termination provisions of the applicable plan.
- continuation of insurance coverage provided to Mr. Ormsby as of the date of his termination for 18 months with us paying the employer portion of the premium.
- unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Ormsby at the time he is granted a particular equity award, upon termination of his employment, Mr. Ormsby will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Ormsby for Good Cause following a Change in Control. If Mr. Ormsby is terminated for any reason other than death, disability or Cause, or if Mr. Ormsby terminates his employment for Good Cause, in each case following a change in control of us, in addition to the severance benefits set forth above that Mr. Ormsby is entitled to receive upon such terminations prior to a change in control, all restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of Mr. Ormsby's employment by us without Cause or by Mr. Ormsby for Good Cause during the 24-month period following the change in control. Notwithstanding the above, if outstanding equity awards are not assumed or substituted in connection with the change in control, the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) immediately upon the change in control.

Termination for Death or Disability. If Mr. Ormsby's employment is terminated as a result of his disability, Mr. Ormsby is entitled to benefits in accordance with our policies generally applicable to all employees, which provide for a benefit equal to $15,000 per month until Mr. Ormsby reaches age 65. If Mr. Ormsby's employment is terminated as a result of his death, pursuant to the terms of Mr. Ormsby's employment agreement, he is entitled to life insurance benefits under our group life insurance program equal to three times his base salary (employees generally are entitled to benefits equal to two times base salary). Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Ormsby at the time he is granted a particular equity award, upon termination of his employment as a result of death or disability, Mr. Ormsby will forfeit any outstanding awards except that he (or his estate) will have one year following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us for Cause or By Mr. Ormsby other than for Good Cause. Upon termination for any other reason, Mr. Ormsby is not entitled to any payment or benefit other than the payment of unpaid

salary and accrued and unused vacation pay. Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Ormsby at the time he is granted a particular equity award, upon termination of his employment, Mr. Ormsby will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Assuming Mr. Ormsby's employment was terminated under each of these circumstances on December 31, 2006, such payments and benefits have an estimated value of:

	Cash Severance	Bonus	Medical Continuation	Death Benefits	Disability Benefits	Value of Accelerated Equity and Performance Awards
Without Cause or For Good Cause Prior to a Change in Control	$ 600,000	$ 324,700	$ 29,968	—	—	—
Without Cause or For Good Cause Following a Change in Control	$ 600,000	$ 324,700	$ 29,968	—	—	—
Death	—	—	—	$ 900,000	—	—
Disability	—	—	—	—	$ 1,920,000	—
Other	—	—	—	—	—	—

William E. Yocke

We may at any time terminate our employment agreement with Mr. Yocke for Cause. In addition, we may at any time terminate the agreement if Mr. Yocke dies or becomes Disabled. Mr. Yocke may terminate his employment agreement for Good Cause. Mr. Yocke may be entitled to certain additional benefits under the Equity Incentive Plan relating to the accelerated vesting of equity awards if his employment is terminated by us without Cause or by Mr. Yocke for Good Cause following a change in control of us. Further information regarding Mr. Yocke's opportunities under the Equity and Incentive Plan is set forth under ‘‘—Equity and Incentive Plan Awards’’.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Yocke for Good Cause prior to a Change in Control. If Mr. Yocke is terminated for any reason other than death, disability or Cause, or if Mr. Yocke terminates his employment for Cause, in each case prior to a change in control of us, Mr. Yocke is entitled to receive (less applicable withholding taxes):

- an amount equal to Mr. Yocke 's base salary through the term of the agreement or one month of base salary for each completed year of service with us, whichever is greater but in no case less than 12 months of base salary, within 30 days of the effective date of the termination.
- short and long-term amounts due under the 2003 Executive Bonus Plan (or our bonus plan in effect at termination; short-term amounts will be pro-rated for the period of the calendar year in which Mr. Yocke was employed), within 30 days of the effective date of the termination or, at our election, on the date provided by the termination provisions of the applicable plan.
- continuation of insurance coverage provided to Mr. Yocke as of the date of his termination for 18 months with us paying the employer portion of the premium.
- unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Yocke at the time he is granted a particular equity award, upon termination of his employment, Mr. Yocke will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us (other than for Cause, Death or Disability) or Termination by Mr. Yocke for Good Cause following a Change in Control. If Mr. Yocke is terminated for any reason other than death, disability or Cause, or if Mr. Yocke terminates his employment for Good Cause, in each case following a change in control of us, in addition to the severance benefits set forth above that Mr. Yocke is entitled to receive upon such terminations prior to a change in control, all restrictions, limitations and conditions

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applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of Mr. Yocke's employment by us without Cause or by Mr. Yocke for Good Cause during the 24-month period following the change in control. Notwithstanding the above, if outstanding equity awards are not assumed or substituted in connection with the change in control, the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) immediately upon the change in control.

Termination for Death or Disability. If Mr. Yocke's employment is terminated as a result of his disability, Mr. Yocke is entitled to benefits in accordance with our policies generally applicable to all employees, which provide for a benefit equal to $15,000 per month until Mr. Yocke reaches age 65. If Mr. Yocke's employment is terminated as a result of his death, pursuant to the terms of Mr. Yocke' employment agreement, he is entitled to life insurance benefits under our group life insurance program equal to three times his base salary (employees generally are entitled to benefits equal to two times base salary). Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Yocke at the time he is granted a particular equity award, upon termination of his employment as a result of death or disability, Mr. Yocke will forfeit any outstanding awards except that he (or his estate) will have one year following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us for Cause or By Mr. Yocke other than for Good Cause. Upon termination for any other reason, Mr. Yocke is not entitled to any payment or benefit other than the payment of unpaid salary and accrued and unused vacation pay. Unless otherwise provided by our plan administrator in the award agreement entered into with Mr. Yocke at the time he is granted a particular equity award, upon termination of his employment, Mr. Yocke will forfeit any outstanding awards except that he will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Assuming Mr. Yocke's employment was terminated under each of these circumstances on December 31, 2006, such payments and benefits have an estimated value of:

	Cash Severance	Bonus	Medical Continuation	Death Benefits	Disability Benefits	Value of Accelerated Equity and Performance Awards
Without Cause or For Good Cause Prior to a Change in Control	$ 544,000	$ 240,447	$ 21,018	—	—	—
Without Cause or For Good Cause Following a Change in Control	$ 544,000	$ 240,447	$ 21,018	—	—	—
Death	—	—	—	$ 816,000	—	—
Disability	—	—	—	—	$ 1,515,000	—
Other	—	—	—	—	—	—

Ann W. Nelson

We may at any time terminate our employment agreement with Ms. Nelson for Cause. In addition, we may at any time terminate the agreement if Ms. Nelson dies or becomes Disabled. Ms. Nelson may terminate her employment agreement for Good Cause. Ms. Nelson may be entitled to certain additional benefits under the Equity Incentive Plan relating to the accelerated vesting of equity awards if her employment is terminated by us without Cause or by Ms. Nelson for Good Cause following a change in control of us. Further information regarding Ms. Nelson's opportunities under the Equity and Incentive Plan is set forth under ''—Equity and Incentive Plan Awards''.

Termination by Us (other than for Cause, Death or Disability) or Termination by Ms. Nelson for Good Cause prior to a Change in Control. If Ms. Nelson is terminated for any reason other than death, disability or Cause, or if Ms. Nelson terminates her employment for Cause, in each case prior to a change in control of us, Ms. Nelson is entitled to receive (less applicable withholding taxes):

- an amount equal to Ms. Nelson 's base salary through the term of the agreement or one month of base salary for each completed year of service with us, whichever is greater but in no case less than 12 months of base salary, within 30 days of the effective date of the termination.
- short and long-term amounts due under the 2003 Executive Bonus Plan (or our bonus plan in effect at termination; short-term amounts will be pro-rated for the period of the calendar year in which Ms. Nelson was employed), within 30 days of the effective date of the termination or, at our election, on the date provided by the termination provisions of the applicable plan.
- continuation of insurance coverage provided to Ms. Nelson as of the date of her termination for 18 months with us paying the employer portion of the premium.
- unless otherwise provided by our plan administrator in the award agreement entered into with Ms. Nelson at the time she is granted a particular equity award, upon termination of her employment, Ms. Nelson will forfeit any outstanding awards except that she will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us (other than for Cause, Death or Disability) or Termination by Ms. Nelson for Good Cause following a Change in Control. If Ms. Nelson is terminated for any reason other than death, disability or Cause, or if Ms. Nelson terminates her employment for Good Cause, in each case following a change in control of us, in addition to the severance benefits set forth above that Ms. Nelson is entitled to receive upon such terminations prior to a change in control, all restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of Ms. Nelson's employment by us without Cause or by Ms. Nelson for Good Cause during the 24-month period following the change in control. Notwithstanding the above, if outstanding equity awards are not assumed or substituted in connection with the change in control, the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) immediately upon the change in control.

Termination for Death or Disability. If Ms. Nelson's employment is terminated as a result of her disability, Ms. Nelson is entitled to benefits in accordance with our policies generally applicable to all employees, which provide for a benefit equal to 66 2/3% of Ms. Nelson's monthly salary (up to a maximum of $15,000 per month) until Ms. Nelson reaches age 65. If Ms. Nelson's employment is terminated as a result of her death, pursuant to the terms of Ms. Nelson's employment agreement, she is entitled to life insurance benefits under our group life insurance program equal to three times her base salary (employees generally are entitled to benefits equal to two times base salary). Unless otherwise provided by our plan administrator in the award agreement entered into with Ms. Nelson at the time she is granted a particular equity award, upon termination of her employment as a result of death or disability, Ms. Nelson will forfeit any outstanding awards except that she (or her estate) will have one year following termination of employment to exercise any vested options or stock appreciation rights.

Termination by Us for Cause or By Ms. Nelson other than for Good Cause. Upon termination for any other reason, Ms. Nelson is not entitled to any payment or benefit other than the payment of unpaid salary and accrued and unused vacation pay. Unless otherwise provided by our plan administrator in the award agreement entered into with Ms. Nelson at the time she is granted a particular equity award, upon termination of her employment, Ms. Nelson will forfeit any outstanding awards except that she will have 90 days following termination of employment to exercise any vested options or stock appreciation rights.

Assuming Ms. Nelson's employment was terminated under each of these circumstances on December 31, 2006, such payments and benefits have an estimated value of:

	Cash Severance	Bonus	Medical Continuation	Death Benefits	Disability Benefits	Value of Accelerated Equity and Performance Awards
Without Cause or For Good Cause Prior to a Change in Control	$ 382,000	$ 217,820	$ 29,968	—	—	—
Without Cause or For Good Cause Following a Change in Control	$ 382,000	$ 217,820	$ 29,968	—	—	—
Death	—	—	—	$ 573,000	—	—
Disability	—	—	—	—	$ 2,452,393	—
Other	—	—	—	—	—	—

Equity and Incentive Plan

Our board of directors will adopt the Employers Holdings, Inc. Equity and Incentive Plan, which we refer to as the ''plan,'' upon the consummation of this offering. The purpose of the plan is to afford an incentive to our employees, officers, and non-employee directors to increase their efforts and to promote our business.

The plan authorizes our Compensation Committee to grant the following awards:

- stock options (including options intended to be ''incentive stock options'' within the meaning of Section 422 of the Internal Revenue Code);
- stock appreciation rights, which give the holder the right to receive the difference between the fair market value per share on the date of exercise over the grant price;
- restricted stock, which is subject to restrictions on transferability and subject to forfeiture on terms set by the Compensation Committee;

- restricted stock units, which give the holder the right to receive shares or cash at the end of a specified deferral period, which right may be conditioned on the satisfaction of specified performance or other criteria;
- performance awards, which are payable in cash or stock upon the attainment of specified performance goals over periods of at least one year; and
- other stock-based awards in the discretion of the Compensation Committee.

Plan Administration

The plan is to be administered by the Compensation Committee of the board of directors (the ''plan administrator''). The plan administrator has the authority to, among other things enumerated in the plan, administer the plan and any awards granted under the plan, determine to whom awards will be granted and the terms and conditions of such awards, including whether the vesting or payment of an award will be subject in whole or in part to the attainment of performance goals.

Share Reserve

A number of shares of our common stock equal to three percent of our fully-diluted shares outstanding as of the initial public offering will be reserved and available for issuance under the plan. No more than one-third (1/3rd) of the reserved shares will be available for issuance under the plan for any awards other than stock options and stock appreciation rights. If any outstanding award expires for any reason, any unissued shares subject to the award will again be available for issuance under the plan. If a participant pays the exercise price of an option by delivering to us previously owned shares, only the number of shares we issue in excess of the surrendered shares will count against the plan's share limit. Also, if the full number of shares subject to an option is not issued upon exercise for any reason, only the net number of shares actually issued upon exercise will count against the plan's share limit. We intend to

file a Registration Statement on Form S-8 with the Securities and Exchange Commission registering the sale of the shares of common stock reserved for issuance under the plan.

Individual Award Limits

The plan provides that no more than 300,000 shares underlying stock options, or SARs, may be granted to a participant in any consecutive 36-month period and that no more than 300,000 shares underlying any other award may be granted to a participant in any 36-month period. The maximum value of the aggregate payment that any grantee may receive with respect to any cash-based awards under the plan is $2,000,000 in respect of any annual performance period.

Performance Goals

Under the plan, the plan administrator may determine that vesting or payment of an award under the plan will be subject to the attainment of one or more performance goals with respect to a performance period. Performance periods are determined by our plan administrator but are not shorter than 12 months. The performance goals may include any or a combination of, or a specified increase in, the following:

- revenue growth;
- premium growth;
- policy growth;
- earnings;
- operating income;
- pre- or after-tax income;
- cash flow;
- earnings per share;
- return on equity;
- return on capital;
- cash flow return on investment;
- return on assets;
- economic value added;
- combined ratio;
- loss ratio;
- expense ratio;
- market share or penetration;
- business expansion;
- stock price performance;
- total stockholder return;
- improvement in or attainment of expense levels or expense ratios;
- employee and/or agent satisfaction;
- customer satisfaction;
- customer retention;
- rating agency ratings; and
- any combination of, or a specified increase in, any of the foregoing.

Termination of Employment

Unless otherwise provided by our plan administrator in the award agreement, upon termination of a participant's employment or service, the participant will forfeit any outstanding awards except that a participant will have 90 days following termination of employment or service to exercise any vested options or stock appreciation rights (one year if termination of employment or service is a result of the participant's disability or death).

Change in Control

Upon a change in control (as defined in the plan) the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will

become fully vested (and in the case of options, exercisable) unless such award is assumed or substituted in connection with the change in control, in which case the restrictions, limitations and conditions applicable to outstanding awards will lapse, performance goals will be deemed to be fully achieved and the awards will become fully vested (and in the case of options, exercisable) upon termination of a participant's employment without cause during the 24-month period following the change in control.

Transferability of Awards

Unless otherwise provided by the plan administrator, awards granted under the plan generally may not be transferred by a grantee other than by will or the laws of descent and distribution and may be exercised during the grantee's lifetime only by the grantee or his or her guardian or legal representative.

Term of the Plan, Amendment or Termination of the Plan

No award may be granted under the plan after the tenth anniversary of the effective date of the plan. Our board of directors may amend, alter, suspend, discontinue or terminate the plan at any time, provided that, unless otherwise determined by the Board, no such amendment, alteration, suspension, discontinuance or termination will be made without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement. No amendment to or termination of the plan may adversely affect any awards granted under the plan without the participant's permission.

Plan Benefits

In connection with the initial public offering, we are issuing non-qualified stock options to each of our employees, excluding our senior officers, in the amounts set forth below which will have an exercise price equal to the closing price of this common stock on the date of this offering (‘‘founders' options’’). As also disclosed above under ‘‘—Equity and Incentive Plan Awards,’’ six months after this offering, we intend to grant non-qualified stock options and three year performance shares to our officers and deferred stock units to our directors in the amounts set forth below. Employees, including officers, are also eligible for annual cash bonus awards upon the achievement of pre-determined corporate, business unit, and individual performance goals. Future grants under the plan will be made at the discretion of the plan administrator and, accordingly, are not yet determinable. In addition, benefits under the plan will depend on a number of factors, including the fair market value of the common stock on future dates and the exercise decisions made by plan participants. Consequently, it is not possible to determine the benefits that might be received by participants receiving discretionary grants under the plan.

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Name	Shares underlying Founders' Options	Fair Value of Officer Options	Fair Value of Target Performance Awards	Fair Value of Deferred Stock Units	Dollar Value of Targeted Annual Bonus Awards
Douglas D. Dirks	0	$ 230,625	$ 230,625	$ 0	$ 517,500
William E. Yocke	0	61,500	61,500	0	114,000
Lenard T. Ormsby	0	61,500	61,500	0	120,000
Martin J. Welch	0	107,625	107,625	0	162,500
Ann W. Nelson	0	61,500	61,500	0	80,000
Executive Group	0	522,750	522,750	0	994,000
Non-Executive Director Group	0	0	0	400,000	0
Non-Executive Officer Employee Group (604 full-time and 5 part-time employees)	181,950	0	0	0	N/A

162(m)

Under Section 162(m) of the Internal Revenue Code, a public company generally may not deduct compensation in excess of $1 million paid to its chief executive officer and the four next most highly compensated executive officers. Until the annual meeting of our stockholders in 2011, or until the plan is materially amended, if earlier, awards granted under the plan will be exempt from the deduction limits of Section 162(m).

Tax Consequences

The following summary is intended as a general guide to the United States federal income tax consequences relating to the issuance and exercise of stock options granted under the Plan. This summary does not attempt to describe all possible federal or other tax consequences of such grants or tax consequences based on particular circumstances.

Incentive Stock Options. An optionee recognizes no taxable income for regular income tax purposes as the result of the grant or exercise of an incentive stock option qualifying under Section 422 of the Internal Revenue Code (unless the optionee is subject to the alternative minimum tax). Optionees who neither dispose of their shares acquired upon the exercise of an incentive stock option (‘‘ISO shares’’) within two years after the stock option grant date nor within one year after the exercise date normally will recognize a long-term capital gain or loss equal to the difference, if any, between the sale price and the amount paid for the ISO shares. If an optionee disposes of the ISO shares within two years after the stock option grant date or within one year after the exercise date (each a ‘‘disqualifying disposition’’), the optionee will realize ordinary income at the time of the disposition in an amount equal to the excess, if any, of the fair market value of the ISO shares at the time of exercise (or, if less, the amount realized on such disqualifying disposition) over the exercise price of the ISO shares being purchased. Any additional gain will be capital gain, taxed at a rate that depends upon the amount of time the ISO shares were held by the optionee. A capital gain will be long-term if the optionee's holding period is more than 12 months. We will be entitled to a deduction in connection with the disposition of the ISO shares only to the extent that the optionee recognizes ordinary income on a disqualifying disposition of the ISO shares.

Nonstatutory Stock Options. An optionee generally recognizes no taxable income as the result of the grant of a nonstatutory stock option. Upon the exercise of a nonstatutory stock option, the optionee normally recognizes ordinary income equal to the difference between the stock option exercise price and the fair market value of the shares on the exercise date. If the optionee is an employee of ours, such ordinary income generally is subject to withholding of income and employment taxes. Upon the sale of stock acquired by the exercise of a nonstatutory stock option, any subsequent gain or loss, generally based on the difference between the sale price and the fair market value on the exercise date, will be taxed as capital gain or loss. A capital gain or loss will be long-term if the optionee's holding period is more than 12 months. We generally should be entitled to a deduction equal to the amount of ordinary income recognized by the optionee as a result of the exercise of a nonstatutory stock option, except to the extent such deduction is limited by applicable provisions of the Internal Revenue Code.

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Indemnification of Officers and Directors

Our articles of incorporation require us to indemnify our officers and directors to the fullest extent permitted by law. The articles of incorporation go on to provide, however, that no such obligation to indemnify exists as to

proceedings initiated by an officer or director unless (a) it is a proceeding (or part thereof) initiated to enforce a right to indemnification; or (b) was authorized or consented to by our board of directors. We are authorized to provide indemnification of our employees or agents, through by-laws, agreements with agents, vote of stockholders or disinterested directors, or otherwise, to the fullest extent permissible under Nevada law. Our by-laws define agent as any person who is or was a director or officer of us or who is or was serving at our request as a director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a director or officer of a foreign or domestic company which was a predecessor company of us or of another enterprise at the request of the predecessor company. Indemnification is not provided where the person (a) is liable pursuant to NRS 78.138, or (b) did not act in good faith and in a manner which that person reasonably believed to be in or not opposed to our best interests, or, in the case of a criminal proceeding, had reasonable cause to believe the conduct of the person was unlawful.

We have entered into employment agreements, discussed above, which provide that we shall indemnify the employee to the fullest extent permitted by Nevada law and the articles of incorporation and by-laws of the employing company. Additionally, each employee is generally entitled to have us pay all expenses, including fees of an attorney selected and retained by us to represent the employee, actually and necessarily incurred by the employee in connection with the defense of any act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements. The agreements also provide that we will use our reasonable efforts to obtain coverage for the employee under any insurance policy in force at the time, and further that we will pay all expenses, including attorneys' fees of an attorney retained by us to represent the employee in connection with the action from which the indemnification arose.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

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CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Mr. Kolesar, our Chairman, is the managing partner of Kolesar & Leatham, Chtd. a Las Vegas law firm. Kolesar & Leatham, Chtd. holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 9,528 shares in the conversion.

Dr. Blakey, a Director, is a Director of the Reno Orthopaedic Clinic. Dr. Blakey, a Director, was formerly the Chairman of the Board of the Reno Orthopaedic Clinic, to which we paid, in 2003, 2004 and 2005, approximately $442,603, $320,431 and $202,000, respectively, for medical services it provided for us. Dr. Blakey is also a member of the Board of Directors of ARC Med Centers, to which we paid, in 2003, 2004 and 2005, approximately $276,689, $260,218 and $245,738, respectively, for medical services it provided for us. Dr. Blakey is currently the Chairman of the Board of the Reno Spine Center, to which we paid, in 2003, 2004 and 2005, approximately $52,510, $41,130 and $24,022, respectively, for medical services it provided for us. From January 1, 2006 through September 30, 2006, we have paid Reno Orthopedic Clinic $229,611, ARC Med Centers $174,217 and Reno Spine Center $528 for medical services each provided to us.

Ms. Glenn, a Director, is the Chairman, President and Chief Executive Officer of the Rose/Glenn Group. In 2003, 2004 and 2005 we paid Rose/Glenn Group approximately $23,000, $26,000 and $60,000, respectively, for advertising services they provided to us. From January 1, 2006 through September 30, 2006, we have paid Rose/Glenn approximately $209,000 for services they provided to us. In addition, the Rose/Glenn Group holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 8,466 shares in the conversion.

Ms. Ong, a Director, is a Director of Hobbs, Ong & Associates, Inc. Hobbs, Ong & Associates, Inc. holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 6,697 shares in the conversion.

Mr. Sande, a Director, is a partner of Jones Vargas, a Nevada law firm. Jones Vargas has in the past performed, and may in the future again perform, legal services for us and our affiliates. In 2003, we paid Jones Vargas approximately $67,473 for legal services; Jones Vargas has not performed such services for us during our latest two full fiscal years). Jones Vargas holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 17,554 shares in the conversion.

See ‘‘Pro Forma Consolidated Financial Information’’ for a description of the assumptions made in determining the estimates set forth above.

None of the directors, executive officers, or other significant officers have loans or other debt with EIG.

Concurrently with this offering, our board of directors will adopt policies and procedures for the review, approval and ratification of related party transactions.

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OWNERSHIP OF COMMON STOCK

The following table presents selected information regarding the beneficial ownership of our common stock as of the effective date of the conversion by:

(1) each of our directors and named executive officers; and

(2) all of our directors and executive officers as a group.

The number of shares of our common stock to be beneficially owned by each director and executive officer and all directors and executive officers as a group as of the effective date of the conversion is based upon the number of shares that we estimate entities affiliated with certain directors will receive in the conversion. Except as otherwise indicated below, each of the persons named in the table will have sole voting and investment power with respect to the shares beneficially owned by such person as indicated opposite such person's name.

Name	Number of Shares to Be Beneficially Owned(1)
Robert J. Kolesar(2)	*
Douglas D. Dirks	—
Richard W. Blakey	—
Valerie R. Glenn(3)	*
Rose E. McKinney-James	—
Ronald F. Mosher	—
Katherine W. Ong(4)	*
Michael D. Rumbolz	—
John P. Sande, III(5)	*
Martin J. Welch	—
Lenard T. Ormsby	—
William E. Yocke	—

Ann W. Nelson	—
All directors and executive officers as a group (13 persons)	*

* Less than 1% of the number of shares of our common stock expected to be outstanding on the effective date of the conversion.

(1) Based on an estimated allocation of shares based upon policy ownership records as of August 17, 2006.

(2) Mr. Kolesar is the managing partner of Kolesar & Leatham, Chtd., a Las Vegas law firm, which holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 9,528 shares in the conversion. Mr. Kolesar disclaims beneficial ownership of such shares of common stock.

(3) Ms. Glenn is the Chairman, President and Chief Executive Officer of the Rose/Glenn Group which holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 8,466 shares in the conversion. Ms. Glenn disclaims beneficial ownership of such shares of common stock.

(4) Ms. Ong is a Director of Hobbs, Ong & Associates, Inc. which holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 6,697 shares in the conversion. Ms. Ong disclaims beneficial ownership of such shares of common stock.

(5) Mr. Sande is a partner of Jones Vargas, a Nevada law firm, which holds a policy issued by EICN which will entitle it to receive consideration consisting of an estimated 17,554 shares in the conversion. Mr. Sande disclaims beneficial ownership of such shares of common stock.

See ‘‘Pro Forma Financial Information’’ for a description of the assumptions made in determining the estimates set forth above.

We believe no person will beneficially own more than 5% of our outstanding shares of common stock as of the effective date of the conversion.

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DESCRIPTION OF CAPITAL STOCK

General

Upon the consummation of the conversion and the closing of this offering, our authorized capital stock will consist of 175,000,000 shares of capital stock, consisting of (i) 150,000,000 shares of common stock, $0.01 par value per share, and (ii) 25,000,000 shares of preferred stock, $0.01 par value per share. The following summary of certain provisions of our common stock is not complete. A full understanding requires a review of the provisions of applicable law and our amended and restated articles of incorporation and our amended and restated by-laws, which will be effective upon the closing of the offering and forms of which are included as exhibits to the registration statement of which this prospectus forms a part.

Common Stock

The holders of our common stock elect all directors and are entitled to one vote per share on all other matters coming before a stockholders' meeting. Our common stock has no cumulative voting rights. Accordingly, the holders of a majority of the shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they so choose. Holders of our common stock are entitled to participate equally in dividends when and as declared by our board of directors and in net assets on liquidation. The shares of common stock have no preemptive rights to participate in future stock offerings.

Certain Provisions of Our Amended and Restated Articles of Incorporation and By-Laws and Nevada Law

Our amended and restated articles of incorporation and by-laws, both of which will become effective upon the closing of this offering, include provisions that are intended to enhance the likelihood of continuity and stability in our board of directors and in its policies. These provisions might have the effect of delaying or preventing a change in control of EIG and may make more difficult the removal of incumbent management even if such transactions could be beneficial to the interests of stockholders. These provisions include:

Limitation of Director Liability

Nevada Revised Statute (NRS) 78.138 provides that, with certain exceptions, a director or officer is not individually liable to the corporation or its stockholders for any damages as a result of any act or failure to act in his capacity as a director or officer unless it is proven that (a) his act or failure to act constituted a breach of his fiduciary duties as a director or officer; and (b) his breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

As permitted by Nevada law, our amended and restated articles of incorporation, which will be effective upon the closing of this offering, include provisions that limit the liability of our directors for monetary damages to the fullest extent permissible under Nevada law. Our amended and restated articles of incorporation also provide that we may provide indemnification for directors and officers to the fullest extent permissible under Nevada law.

Such limitation of liability may not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission. In addition and in accordance with Nevada general corporate law, our by-laws also permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in such capacity, regardless of whether or not by us would be permitted. We currently have and intend to maintain liability insurance for our directors and officers.

Indemnification

Our amended and restated articles of incorporation provide that we may provide indemnification for directors and officers to the fullest extent permissible under Nevada law. Our amended and restated by-laws also provide such indemnification for our ‘‘agents’’ upon a determination that such indemnification

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is proper under the circumstances. That determination is to be made by a majority of a quorum of disinterested directors, the court in which the proceeding is or was pending (upon application made by EIG, the party seeking indemnification or the attorney or other person rendering services in connection with the application), the stockholders, independent legal counsel in a written opinion if a quorum of disinterested directors so requests, or independent legal counsel in a written opinion if a quorum of disinterested directors cannot be obtained. Our amended and restated by-laws define ‘‘agent’’ as any person who is or was a director or officer of EIG or who is or was serving at the request of EIG as a director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a director, or officer of a foreign or domestic company which was a predecessor company of the company or of another enterprise at the request of the predecessor company. Our amended and restated by-laws provide that our board of directors may provide similar indemnification to employees and agents of EIG.

Indemnification is not provided where:

- the person is liable pursuant to NRS 78.138;
- the person did not act in good faith and in a manner which that person reasonably believed to be in or not opposed to our best interests; or
- in the case of a criminal proceeding, the person had reasonable cause to believe the conduct of the person was unlawful.

At present, there is no pending litigation or proceeding involving any of our directors, executive officers, other employees or agents for which indemnification is sought, and we are not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

Anti-takeover Effects of Nevada Law, Our Amended and Restated Articles of Incorporation and Our Amended and Restated By-Laws

Under Nevada insurance law and our amended and restated articles of incorporation, for a period of five years following the effective date of the plan of conversion, no person may acquire or offer to acquire beneficial ownership of 5% or more of any class of our voting securities without the prior approval by the Nevada Commissioner of Insurance of an application for acquisition. In addition, Nevada insurance law prohibits any person from acquiring control of us and, thus, indirect control of our insurance subsidiaries, without the prior approval of the Nevada Commissioner of Insurance. Under Nevada insurance law, the Nevada Commissioner of Insurance may not approve an application for such acquisition unless the Commissioner finds that (1) the acquisition will not frustrate the plan of conversion as approved by our members and the Commissioner, (2) the board of directors of EICN has approved the acquisition or extraordinary circumstances not contemplated in the plan of conversion have arisen which would warrant approval of the acquisition, and (3) the acquisition is consistent with the purpose of relevant Nevada insurance statutes to permit conversions on terms and conditions that are fair and equitable to the policyholders. Accordingly, as a practical matter, any person seeking to acquire us within five years after the effective date of the plan of conversion may only do so with the approval of the board of directors of EICN.

In addition, the insurance laws of Nevada and California generally require that any person seeking to acquire control of a domestic insurance company must obtain the prior approval of the insurance commissioner. In addition, insurance laws in many other states contain provisions that require prenotification to the insurance commissioners of those states of a change in control of a non-domestic insurance company licensed in those states. Because we have an insurance subsidiary domiciled in Nevada and another insurance subsidiary domiciled in California and licensed in numerous other states, any future transaction that would constitute a change in control of us would generally require the party seeking to acquire control to obtain the prior approval of the Nevada Commissioner of Insurance and the California Commissioner of Insurance and may require pre-acquisition notification in those licensed states that have adopted pre-acquisition notification provisions. ‘‘Control’’ is generally presumed to exist through the direct or indirect ownership of 10% or more of the voting securities of a domestic insurance company or of any entity that controls a domestic insurance company.

The insurance laws of Nevada and California generally require that any person seeking to acquire control of a domestic insurance company must obtain the prior approval of the insurance commissioner. In addition, many other state insurance laws require prior notification to the state insurance department of those states of a change of control of a non-domiciliary insurance company licensed to transact insurance in that state. While these pre-notification statutes do not authorize the state insurance departments to disapprove the change of control, they authorize regulatory action (including a possible revocation of our authority to do business) in the affected state if particular conditions exist, such as undue market concentration. Any future transactions that would constitute a change of control of us may require prior notification in the states that have pre-acquisition notification laws.

Our amended and restated articles of incorporation and by-laws will include provisions:

- maintaining our board of directors in three classes;
- eliminating the ability of our stockholders to call special meetings of stockholders;
- permitting our board of directors to issue up to 25,000,000 shares of preferred stock in one or more series without vote or action by our stockholders and to fix the number of shares of any series and to determine its voting powers, designations, preferences or other rights and restrictions;
- imposing advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at the stockholder meetings;
- prohibiting stockholder action by written consent, thereby limiting stockholder action to that taken at a meeting of our stockholders; and
- providing our board of directors with exclusive authority to adopt or amend our by-laws.

Transfer Agent and Registrar

Upon the closing of this offering, the transfer agent and registrar for our common stock will be Wells Fargo Bank, N.A.

Listing

We have applied to have our common stock listed on the New York Stock Exchange under the symbol ‘‘EIG.’’

SHARES ELIGIBLE FOR FUTURE SALE

Substantially all of the estimated 32,374,265 shares of our common stock distributed to members entitled to receive compensation in the conversion will be eligible for resale in the public market without restriction. If some or all of an eligible member's consideration is in the form of common stock, then we will send the eligible member a written confirmation of share ownership. This written confirmation will be sent not later than 15 business days after the closing of this offering (or 30 business days, if either (1) the net proceeds of the offering before any exercise of the underwriters' over-allotment option are not sufficient to fund the elective cash requirements in full or (2) we distribute cash pro rata to eligible members not requesting cash as described under ‘‘The Conversion—Payment of Consideration to Eligible Members’’). Until an eligible member receives the written confirmation, the eligible member will effectively be precluded from selling shares because it will not know how many shares it will receive.

We estimate that these 32,374,265 shares will equal approximately 62% of our outstanding common stock after the offering. See ‘‘Pro Forma Consolidated Financial Information’’ for a description of the assumptions made in determining this estimate. The distribution of shares to eligible members in the conversion will be exempt from registration under the Securities Act by virtue of the exemption provided by Section 3(a)(10) of the Securities Act, and members entitled to receive compensation in the conversion who are not our ‘‘affiliates’’ within the meaning of Rule 144 under the Securities Act will be able to resell their shares immediately in the public market without registration or compliance with the time, volume, manner of sale and other limitations in Rule 144.

No prediction can be made as to the effect, if any, such future sales of shares, or the availability of shares for such future sales, will have on the market price of our common stock prevailing from time to time. The sale of substantial amounts of our common stock in the public market, or the perception that such sales could occur, could harm prevailing market prices for our common stock. See ‘‘Risk Factors—Risks Related to the Conversion

—The market price of our common stock may decline if persons receiving common stock as consideration in the conversion sell their stock in the public market.''

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UNDERWRITERS

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. Incorporated is acting as representative, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. Incorporated	
Total	

The underwriters and the representative are collectively referred to as the ''underwriters'' and the ''representative,'' respectively. The underwriters are offering the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of common stock directly to the public at the public offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of common stock, the offering price and other selling terms may from time to time be varied by the representative.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of common stock.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, will be approximately $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of common stock offered by them.

We have applied to have our common stock listed on the New York Stock Exchange under the trading symbol ''EIG.''

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We and all of our directors and officers have agreed that, without the prior written consent of Morgan Stanley & Co. Incorporated on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- in our case, file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, each such person also agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated on behalf of the underwriters, it will not, during the period ending 180 days after the date of this prospectus, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph do not apply to:

- the sale of shares to the underwriters;
- the distribution of shares in the conversion to or for the benefit of eligible members; or
- the issuance or sale of shares of common stock or the grant of options to purchase common stock under our stock plans described in this prospectus, or the filing of any registration statement with the Securities and Exchange Commission with respect to our stock plans described in this prospectus.

The 180-day restricted period described in the preceding paragraph will be extended if:

- during the last 17 days of the 180-day restricted period we issue an earnings release or material news or events relating to us occurs, or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period,

in which case the restrictions described in the preceding paragraph will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Morgan Stanley & Co. Incorporated does not have any current intention to release shares of common stock or other securities subject to the lock-up agreements. Any determination to release any shares subject to the lock-up agreements would be based on a number of factors at the time of any such determination, including the market price of the common stock, the liquidity of the trading market for the common stock, general market conditions, the number of shares proposed to be sold, and the timing, purpose and terms of the proposed sale.

In accordance with the plan of conversion, for a period of six months following completion of the conversion and this offering, no acquisitions of any shares of common stock or options or rights to acquire any shares of our common stock may be made by (1) any of our directors or executive officers, (2) any spouse, parent, spouse of a parent, child or spouse of a child of, or other family member living in the same household with, any of our directors or executive officers, or (3) any entity that is controlled by any director, executive officer or other such related person.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common stock. Specifically, the underwriters

may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of common stock in the open market to stabilize the price of the common stock. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the common stock in the offering, if the syndicate repurchases previously distributed common stock to cover syndicate short positions or to stabilize the price of the common stock. These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

From time to time, certain of the underwriters have provided, and may continue to provide, investment banking and other services to us.

Under the terms of our engagement of Morgan Stanley & Co. Incorporated as our financial advisor for the conversion, Morgan Stanley & Co. Incorporated is entitled to an advisory fee of $250,000 per quarter beginning February 1, 2006, and will be entitled to a $1.0 million opinion fee upon delivery of its fairness opinion in connection with the conversion. Of these fees, 50% will be credited against the underwriting discounts and commissions paid by us to Morgan Stanley & Co. Incorporated in connection with the offering, subject to a maximum credit of $1.0 million.

EIG, EICN and its immediate holding company and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters. The representative may agree to allocate a number of shares of common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters that may make Internet distributions on the same basis as other allocations.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive, each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Member State it has not made and will not make an offer of shares to the public in that Member State, except that it may, with effect from and including such date, make an offer of shares to the public in that Member State:

(a) at any time to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or

(c) at any time in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of the above, the expression an ‘‘offer of shares to the public’’ in relation to any shares in any Member State means the communication in any form and by any means of sufficient

information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe the shares, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in that Member State.

United Kingdom

Each underwriter has represented and agreed that it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of the shares in circumstances in which Section 21(1) of such Act does not apply to us and it has complied and will comply with all applicable provisions of such Act with respect to anything done by it in relation to any shares in, from or otherwise involving the United Kingdom.

Pricing of the Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representative. Among the factors considered in determining the initial public offering price will be our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings

ratios, price-book value ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

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LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for us by Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York. The validity of the shares of our common stock offered hereby and certain other matters will be passed upon for us by Lionel Sawyer & Collins, Las Vegas, Nevada. Debevoise & Plimpton LLP, New York, New York, is acting as legal counsel to the underwriters.

EXPERTS

The consolidated financial statements of EIG Mutual Holding Company and subsidiaries as of December 31, 2005 and 2004, and for each of the three years in the period ended December 31, 2005, appearing in this Prospectus and the Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

We have retained the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. to advise and assist us in developing a basis for the allocation of consideration among the eligible members upon extinguishment of their membership rights, to render an opinion as to whether all methodologies and formulas used to allocate consideration among eligible members are reasonable and whether the allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective. The opinion of Robert F. Conger, a consulting actuary associated with the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., dated October 26, 2006, which is subject to the limitations described within the opinion, is included as Annex A of this prospectus. We have obtained the consent of the Tillinghast business of Towers, Perrin, Forster and Crosby, Inc. in respect of (a) references to it in the registration statement of which this prospectus forms a part in relation to these actuarial services, and (b) use of the opinion described in this paragraph in such registration statement and Prospectus.

In addition, we have retained the Tillinghast business of Towers, Perrin, Forster and Crosby, Inc. to perform a comprehensive actuarial study of our loss and LAE liability semi-annually, specifically to conduct sufficient analyses to produce a range of reasonable estimates, as well as a point estimate, of the unpaid loss and LAE liability. We have obtained the consent of the Tillinghast business of Towers, Perrin, Forster and Crosby, Inc. in respect of references to it as the ‘‘Consulting Actuary’’ in the registration statement of which this prospectus forms a part in relation to these actuarial services.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1, including exhibits and schedules, under the Securities Act with respect to the shares of our common stock to be sold in the offering. This prospectus does not contain all the information contained in the registration statement. For further information with respect to us and the shares to be sold in the offering, reference is made to the registration statement and the exhibits and schedules attached to the registration statement. Statements contained in this prospectus as to the contents of any contract, agreement or other document referred to are not necessarily complete. When we make such statements, we refer you to the copies of the contracts or documents that are filed as exhibits to the registration statement because those statements are qualified in all respects by reference to those exhibits. As a result of this offering, we will become subject to the information and reporting requirements of the Securities Exchange Act of 1934, as amended, and will file annually, quarterly, and current reports, proxy statements, and other information with the Securities and Exchange Commission.

You may read and copy all or any portion of the registration statement or any reports, statements or other information that we file at the Securities and Exchange Commission's public reference room at 100 F Street, NE, Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the Securities and Exchange Commission. Please call the Commission at 1-800-SEC-0330 for further information on the operation of the public reference room. The Securities and

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Exchange Commission maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the Securities and Exchange Commission. Our Securities and Exchange Commission filings are also available at the Securities and Exchange Commission's web site at www.sec.gov.

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GLOSSARY

Accident year	The year the claim occurred. When referring to a group of claims, the collection of all claims that occurred in the year.
Accident year losses and LAE ratio	Losses and LAE, regardless of when such losses and LAE are incurred and net of amounts ceded to reinsurers, for insured events that occurred during a particular year divided by the premiums earned for that year.
Accumulated surplus	Accumulated surplus is the aggregation of all increases and decreases to surplus since inception of an insurance company to the valuation date.
Adoption Date	August 17, 2006 the date that our board of directors proposed, approved and adopted our plan of conversion.
Adverse development	An increase in the estimated ultimate loses and LAE from one valuation date to a subsequent valuation date for claims occurring in a given time period.
Assume	To receive from a ceding company all or a portion of a risk in consideration of receipt of a premium.
Assumed premiums written	Premiums received by our insurance subsidiaries from an authorized state-mandated pool or under previous fronting facilities.

Base direct premiums written	Direct premiums prior to any adjustments for final policy audits or retrospective ratings adjustments.
Cede	To transfer to a reinsurer all or a portion of a risk in consideration of payment of a premium.
Ceded premiums written	The portion of direct premiums written ceded to reinsurers.
Closed block	The accounting mechanism and procedure set up by us as described in ‘‘The Conversion—Closed Block.’’
Combined ratio	Expressed as a percentage, a key measurement of profitability traditionally used in the property-casualty insurance industry. The combined ratio is the sum of the losses and LAE ratio, the commission expense ratio and the underwriting and other operating expense ratio.
Commission expense ratio	The ratio (expressed as a percentage) of commission expense to net premiums earned.
Conversion	The conversion of EIG from a Nevada mutual insurance holding company to a Nevada stock corporation in accordance with our plan of conversion.

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Development	The amount by which estimated losses, measured subsequently by reference to payments and additional estimates, differ from those originally reported for a period. Development is favorable when losses ultimately settle for less than levels at which they were reserved or subsequent estimates indicate a basis for reserve decreases on open claims. Development is unfavorable when losses ultimately settle for more than levels at which they were reserved or subsequent estimates indicate a basis for reserve increases on open claims.
Direct premiums written	The premiums on all policies our insurance subsidiaries have issued during the year.
Direct reserves	The estimates of future losses and LAE payments on policies written by an insurance company before the effect of ceded reinsurance.
Effective date	The date upon which the completion of the conversion occurs and the conversion becomes effective through the issuance by the Nevada Commissioner of Insurance of a new certificate of authority for EICN which will be the same date as the closing of this offering.
Elective cash requirements	The aggregate dollar amount of cash necessary for us to fund cash compensation payable to all eligible members who elect to receive cash instead of our common stock in accordance with our plan of conversion.
Eligible members	A person who is (or, collectively, the persons who are) on the adoption date the owner of one or more in force policies, and who therefore has a membership interest in us on the adoption date and is, therefore, entitled to vote at the meeting of our members called to vote on the plan of conversion and to receive consideration in the conversion.
Excess of loss reinsurance	A form of reinsurance in which the reinsurer pays all or a specified percentage of a loss caused by a particular occurrence or event in excess of a fixed amount and up to a stipulated limit.
Fronting facility	The issuance of insurance policies by an insurer as an accommodation to another insurer. Usually, the insurer providing the fronting facility cedes all or substantially all the risk, as well as a significant percentage of the premium, to the insurer being accommodated. This device often is used to enable an insurer to underwrite risks in a jurisdiction in which it is not licensed.
Gross premiums written	The sum of both direct premiums written and assumed premiums written before the effect of ceded reinsurance and the intercompany pooling agreement.

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Guaranteed cost	A fixed premium rate for the term of the workers' compensation insurance policy, provided that the final premium will vary based on the difference between the estimated term payroll at the time the policy is issued and the final audited payroll of the customer after the policy expires.
In force	An ‘‘in force’’ policy is a policy that has been issued and is in effect on a given date. This determination is made in accordance with our plan of conversion and is based on the records of us or EICN. Generally, a policy is in force if it has been issued, the required premium has been received and the policy has not been properly cancelled or terminated. Our plan of conversion also recognizes special circumstances where a policy will be considered to be in force.
Incurred but not reported or IBNR	Relating to insured events that have occurred but have not yet been reported to the insurer or reinsurer.
Loss adjustment expenses or LAE	The expenses of investigating, administering and settling claims, including legal expenses.
Losses and LAE	The sum of net incurred losses and loss adjustment expenses.

Losses and loss adjustment expenses ratio or losses and LAE ratio	The ratio (expressed as a percentage) of losses and LAE to net premiums earned.
Losses and LAE reserves	The balance sheet liability representing estimates of amounts needed to pay reported and unreported claims and related loss adjustment expenses.
Mandatory cash requirements	The aggregate dollar amount of cash necessary to fund our fees and expenses in the conversion and the offering and the cash compensation payable to all eligible members who are not eligible to receive our common stock in the conversion.
Member	As of any date, a person who is (or, collectively, the persons who are) on such date, the owner of one or more policies which is (are) in force on such date.
Net premiums earned	That portion of net premiums written equal to the expired portion of the time for which insurance protection was provided during the financial year and is recognized as revenue.
Net premiums written	The sum of direct premiums written and assumed premiums written less ceded premiums written.
Net premiums written to total statutory surplus ratio	The ratio of our insurance subsidiaries' annual net premiums written to total statutory surplus.

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Persistency	Percentage of insurance policies remaining in force between specified measurement dates. Also used with respect to premiums, to measure the amount of annualized premium remaining in force on a stated collection of policies between specified measurement dates.
Policyholder dividend	A payment to the policyholder on a type of policy upon which a portion of the premium may be repaid to the policyholder after expiration depending upon the loss experience.
Reinsurance	A transaction in which an original insurer, or ceding company, remits a portion of the premium to a reinsurer, or assuming company, as payment for the reinsurer's assumption of a portion of the risk.
Retention	The amount of loss(es) from a single occurrence or event which is paid by the company prior to the attachment of excess of loss reinsurance.
Retrospective rating	Method of establishing rates in which the current year's premium is calculated to reflect the actual current year's loss experience. An initial premium is charged and then adjusted at the end of the policy year to reflect the actual loss experience of the business.
Risk based capital	A formula developed by the NAIC used to establish minimum surplus requirements beyond necessary reserve requirements.
Statutory accounting practices	Statutory requirements based on criteria established by the NAIC in regard to the preparation of an insurer's financial statements required to be filed with a state insurance department. Compared to GAAP, they are more regulatory by nature and give a more conservative depiction of an insurer's financial condition.
Statutory surplus	The amount remaining after all liabilities are subtracted from all admitted assets, as determined in accordance with statutory accounting practices. This amount is regarded as financial protection to policyholders in the event an insurance company suffers unexpected or catastrophic losses.
Treaty	A contract of reinsurance.
Underwriting	The process whereby an insurer reviews applications submitted for insurance coverage and determines whether to accept all or part, and at what premium, of the coverage being requested.
Underwriting and other operating expense ratio	The ratio (expressed as a percentage) of underwriting and other operating expense to net premiums earned.

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Underwriting and other operating expenses	Includes the costs to acquire and maintain an insurance policy, excluding commissions, which costs are included in amortization of deferred policy acquisition costs. It also includes state and local taxes based on premiums, as well as licenses, fees, assessments and contributions to workers' compensation security funds. Other underwriting expenses consist of policyholder dividends and general administrative expenses such as salaries, rent, office supplies, depreciation and all other operating expenses not otherwise classified separately, and boards, bureaus and assessments of statistical agencies for policy service and administration items such as rating manuals, rating plans and experience data.

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OPINION OF CONSULTING ACTUARY

October 26, 2006

Board of Directors
EIG Mutual Holding Company
Employers Insurance Group, Inc.
9790 Gateway Drive
Reno, Nevada 89521

Ladies and Gentlemen of the Board:

RE: STATEMENT OF ACTUARIAL OPINION REGARDING
ALLOCATION OF CONSIDERATION AMONG ELIGIBLE MEMBERS

BACKGROUND AND SCOPE

In connection with the proposed demutualization of EIG Mutual Holding Company (''EIG Mutual Holding''), EIG Mutual Holding proposes to distribute consideration to eligible members, in an aggregate amount equal to not less than the statutory surplus of Employers Insurance Company of Nevada (''EICN'' or ''Company''), in exchange for the extinguishment of their membership rights in EIG Mutual Holding.

The Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. (''Tillinghast'') was engaged by EIG Mutual Holding to advise and assist in developing a basis for the allocation of consideration among the eligible members, and to render an opinion as to whether all methodologies and formulas used to allocate consideration among eligible members are reasonable, and whether the allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective. I was assigned by Tillinghast as the principal consultant responsible for the engagement and for rendering this opinion.

The scope of my opinion includes only the items listed above. The scope of my opinion does not include: the effect of the proposed demutualization on the financial security of EIG Mutual Holding or EICN, the effect of the proposed demutualization on the interests of members, the appropriateness of the total amount of consideration, or the forms of consideration (e.g., shares, cash).

This document sets forth my opinion and related matters in the following sections:

- Allocation of consideration - summary of allocation formula
- Opinion on allocation of consideration

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- Qualifications
- Reliances and limitations.

The analysis underlying and supporting my opinion is set forth in a report entitled, Actuary's Report on Allocation Methodology, which has been delivered to EIG Mutual Holding and is reproduced as an exhibit attached to EIG Mutual Holding's Plan of Conversion (the ''Plan of Conversion'').

On August 17, 2006, I delivered to EIG Mutual Holding the Statement of Actuarial Opinion regarding the allocation of consideration among eligible members. On October 3, 2006, the Board of Directors of EIG Mutual Holding approved an amended and restated Plan of Conversion. The amended and restated Plan of Conversion did not alter the allocation methodology, allocation formula, formula components, or formula weights as set forth in the Plan of Conversion. Also since August 17, Tillinghast has been obtaining from EIG the individual policyholder information that is needed in order to perform the actual allocation calculations. We have developed the tools to perform those calculations, and we have performed preliminary calculations of each eligible member's allocation using the policyholder information provided by EIG. I am not aware of any other information or developments since August 17, 2006 that would cause me to change my opinion. My opinion with respect to EIG Mutual Holding's allocation of consideration has not changed. Therefore, I am issuing this bring-down Statement of Actuarial Opinion today. With the exception of this paragraph and the date, this document is the same as my August 17, 2006 Statement of Actuarial Opinion. References herein to the Plan of Conversion should be interpreted to apply equally to the October 3, 2006 amended and restated Plan of Conversion.

ALLOCATION OF CONSIDERATION – SUMMARY OF ALLOCATION FORMULA

Article X and Article I of the Plan of Conversion detail the manner in which the total consideration will be allocated among eligible members.

The Plan of Conversion defines two components of member consideration: fixed and variable.

The Plan of Conversion specifies that 20% of the total consideration will be allocated among eligible members on a ''fixed'' basis, i.e., this portion of the total consideration will be allocated in equal amounts to each and every eligible member.

The remaining 80% of the total consideration is the ''variable'' component. The ''variable'' component is allocated among eligible members based upon the following measures of each individual member's policyholder relationship with EICN.

- Tenure, meaning the amount of time the member has been a policyholder with EICN, as specifically defined by the Tenure Allocation Percentage in the Plan of Conversion.

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- Premium, meaning the policyholder's total premium amount with EICN, as specifically defined by the Premium Allocation Percentage in the Plan of Conversion.

Tenure

45% of the total consideration will be allocated based upon the tenure measure. The specific formula parameters of the tenure measure are described in the Plan of Conversion.

Premium

35% of the total consideration will be allocated based upon the premium size measure. The specific formula parameters of the premium size measure are described in the Plan of Conversion.

OPINION ON ALLOCATION OF CONSIDERATION

In my opinion, all methodologies and formulas used to allocate consideration among eligible members of EIG Mutual Holding, as defined in the Plan of Conversion, are reasonable, and the proposed allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective.

DISCUSSION

NRS 693A.440 of the Nevada Revised Statutes requires that the Plan of Conversion provide for the distribution of consideration to the eligible members upon the extinguishment of their membership interests in the converting mutual. Per the Amended and Restated Plan of Reorganization of EICN (adopted in 2004) and the Articles of Incorporation and By-Laws of EIG Mutual Holding, such membership interests consist of:

- The right to elect directors
- The right to vote on an amendment to the articles of incorporation
- The right to vote on a plan of conversion to a stock company
- The right to vote on such matters as may come before the members at an annual meeting or at a special meeting of members
- The right to receive distributions of the remaining surplus, if any, in the event of the ultimate dissolution or liquidation

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- Subject to eligibility requirements of Nevada statute, the right to receive consideration in exchange for the extinguishment of membership interests as a result of conversion to a stock company

The Plan of Conversion defines two components of member consideration: fixed and variable. The concept of fixed and variable components of consideration is consistent with most large demutualizations, both within the U.S. and abroad. This concept has been used in both life and property/casualty insurance company demutualizations.

The fixed component of the consideration serves primarily to compensate for the loss of members' voting rights. The By-Laws of EIG Mutual Holding provide that each eligible member has one vote, regardless of the number of policies owned or policy size. Consequently, the fixed component of consideration has been allocated as an equal amount per eligible member.

The fixed component was determined by EIG Mutual Holding to be 20% of the total consideration. The relative proportion of the fixed component is consistent with recent insurance company demutualizations. It also takes into consideration EIG Mutual Holding's intent that the allocation formula be fair and equitable among all eligible members, including small policyholders which constitute the large majority of the eligible members.

As indicated above, the variable component is allocated among members based upon the following measures of the individual member's policyholder relationship with EICN.

- Tenure (45% of total consideration)
- Premium (35% of total consideration)

The use of policyholder tenure, as measured by the number of days that the eligible member has had coverage with the Company beginning on and including January 1, 2000, when the Company began operations as EICN, and ending on and including the date at which the Board of Directors of EIG Mutual Holding adopted the Plan of Conversion (as detailed in the Plan of Conversion) is based on EIG Mutual Holding's intent that the allocation of consideration be fair and equitable among long-term and short-term eligible member policyholders and reflects, among other things, that a stable policyholder base is valuable to an insurance company for the purposes of establishing business plans, budgets, capital requirements, and sound pricing.

The use of premium size, as measured by the policyholder's premium to EICN for coverage with the Company beginning on and including January 1, 2001, and ending on and including the date at which the Board of Directors of EIG Mutual Holding adopted the Plan of Conversion (as detailed in the Plan of Conversion), as the basis for allocating a

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portion of the variable component reflects that the profit loading in the Company's rates is generally proportional to premium size; and thus, the contribution to surplus of a member is expected to be proportional to premium. The use of premium amount as the basis for allocating a portion of the consideration is also based on EIG Mutual Holding's intent that the allocation of consideration be fair and equitable among eligible members of all sizes, and the use of multiple years of premium reflects that the size of the policyholder relationship with the Company is better measured over time rather than from a single year's premium. For large policyholders, the use of multiple years of premium also creates a more substantive tenure-based differentiation of consideration than is created by the tenure measure by itself. The use of a multi-year measure of premium also helps ensure that the amount of consideration paid to a member is reasonable relative to the total premium that the member has paid to EICN over the years. The selection of a starting date of January 1, 2001 for the premium data used in the allocation formula reflects the Board's appropriate attention to the practical requirement that the data used in the allocation calculations must be complete, accurate and consistent, as some premium data for earlier periods was generated by different rating plans and captured and recorded in a different manner than for the more recent years.

The method used to allocate the variable component, based on the measures described above (i.e., allocation of the variable component uses relatively simple formulas based on length of coverage with EICN and premium

size), is reasonably consistent with prior property/casualty insurance company demutualizations in the US, many of which have based the allocation of consideration on premiums in particular.

Virtually all large U.S. life insurance demutualizations have used a ‘‘contribution-to-surplus’’ approach to the variable component in the allocation of consideration. This approach is specifically set forth in Actuarial Standard of Practice No. 37 ‘‘Allocation of Policyholder Consideration in Mutual Life Insurance Company Demutualizations.’’ While this approach has strong theoretical support in a life insurance context, it has been criticized on a practical level even in the life insurance context as being overly complex. More importantly, it is my opinion that the contribution-to-surplus approach does not translate well to a property/casualty insurance company such as EICN, with many small policyholders, due to the random nature of property/casualty insurance claims.

The Board of Directors of EIG Mutual Holding, with guidance from Tillinghast and input from management, selected the formula structure and parameters described above (and detailed in the Plan of Conversion) after performing a comprehensive evaluation and analysis of potential allocation formulas reflecting various elements of policyholder information across all eligible members. Formulas and weights were developed and refined via an iterative process of analyzing potential rationales and results for a wide range of structures and parameters. The parameters were finalized only after it was determined by management and the Board that the selected formula structure and

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parameters produced an allocation of consideration that was fair and equitable, and reasonable, across the spectrum of eligible members and classes of eligible members.

In my opinion, the inclusion of fixed and variable components, the use of tenure and premium size as the bases for allocating the variable component, the weights assigned to each of the components, the specific manner in which each component is measured, and the results of all of these formula components constitute an allocation of consideration among EIG Mutual Holding members that is fair and equitable to eligible members, and reasonable, from an actuarial perspective.

In the course of formulating my opinion regarding the allocation of consideration, I examined the overall structure, parameters and details of the allocation formula. I also examined the results of the allocation formula for reasonableness across the full range of eligible members and for relative consistency among similar eligible members.

PRINCIPLES

NRS 693A.445 of the Nevada Revised Statutes requires that the Plan of Conversion be fair and equitable to eligible members, and that all methodologies and formulas used to allocate the consideration among eligible members are reasonable. There is no further guidance for allocation of consideration in the Nevada Revised Statutes under which EIG Mutual Holding is reorganizing.

As part of my process in reaching my determination that the allocation approach described above is fair and equitable to eligible members, and reasonable, from an actuarial perspective, I evaluated the allocation approach against the following principles, which the Board of Directors of EIG Mutual Holding established with Tillinghast's guidance and assistance:

- The allocation to eligible members must comply with the relevant statutes and with applicable By-Laws.
- The allocation approach should be fair in regard to the membership rights that are being extinguished in the demutualization
- The allocation approach should lead to an equitable allocation of value among eligible members
- The allocation approach should consider how much current members have contributed to the current value of EIG Mutual Holding, to the extent reasonable, practical, and quantifiable

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- The allocation of value should recognize the unique nature of property/ casualty business
- The allocation of value should recognize the specific characteristics of EICN and of EIG Mutual Holding
- The allocation formula should be simple, practical to implement and relatively easy to explain; and should be capable of being understood by a lay audience to be fair and equitable.

In my opinion, the proposed allocation of consideration among eligible members of EIG Mutual Holding pursuant to the Plan of Conversion satisfies these principles.

QUALIFICATIONS

I, Robert F. Conger, am a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries, and am qualified under the Academy's Qualification Standards to render the opinion set forth herein.

In all cases I, and other Tillinghast staff acting under my direction, derived the results on which my opinions rest.

RELIANCES AND LIMITATIONS

- In forming the opinions set forth herein, I, and other Tillinghast staff acting under my direction, have received from EIG Mutual Holding extensive information concerning the past and present financial experience of EICN and its affiliates, and concerning the characteristics of EICN's policyholders. In all cases, I was provided with the information required. I reviewed the information provided to me by EIG Mutual Holding for general reasonableness and internal consistency. I relied on EIG Mutual Holding as to the completeness and accuracy of the information supplied to me. My opinion relies on the completeness and substantial accuracy of the information provided by EIG Mutual Holding.
- The opinions set forth herein regarding the allocation of consideration are not legal opinions concerning the Plan of Conversion, but rather reflect the application of actuarial concepts to the requirements set forth in Chapter 693A of the Nevada Revised Statutes.
- The opinions set forth herein do not address the overall fairness of the Plan of Conversion, but rather address specifically that all methodologies and formulas used to allocate consideration among eligible

members are reasonable, and the allocation

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of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective.

Sincerely,

/s/ Robert F. Conger

Robert F. Conger. FCAS, MAAA
Principal

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Audited Consolidated Financial Statements of EIG Mutual Holding Company

Unaudited Condensed Consolidated Financial Statements of EIG Mutual Holding Company

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
EIG Mutual Holding Company and Subsidiaries

We have audited the accompanying consolidated balance sheets of EIG Mutual Holding Company and Subsidiaries (the Company) as of December 31, 2005 and 2004, and the related consolidated statements of income, equity, and cash flows for each of the three years in the period ended December 31, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EIG Mutual Holding Company and Subsidiaries at December 31, 2005 and 2004, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2005, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Los Angeles, California
July 14, 2006, except as to Note 12, as to which the date is August 17, 2006.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(in thousands)

	As of December 31	
	2005	2004
Assets:		
Available for sale:		
Fixed maturity investments at fair value (amortized cost $1,330,452 in 2005 and $1,083,484 in 2004)	$ 1,334,594	$ 1,102,477
Equity securities at fair value (cost $186,352 in 2005 and $185,659 in 2004)	246,171	234,844
Short-term investments (at cost or amortized cost, which approximates fair value)	15,006	20,907
Total investments	1,595,771	1,358,228
Cash and cash equivalents	61,083	60,414
Accrued investment income	14,296	12,060
Premiums receivable, less bad debt allowance of $6,617 in 2005 and $4,451 in 2004	59,811	73,397
Reinsurance recoverable for:		
Paid losses	10,942	11,884
Unpaid losses, less allowance of $1,276 in 2005 and $0 in 2004	1,140,224	1,194,728
Funds held by or deposited with reinsureds	114,175	134,481
Deferred policy acquisition costs	12,961	12,330
Deferred income taxes, net	73,152	72,795
Property and equipment, net	10,115	3,193
Other assets	1,699	2,176
Total assets	$ 3,094,229	$ 2,935,686
Liabilities and equity:		
Claims and policy liabilities:		
Unpaid losses and loss adjustment expenses	$ 2,349,981	$ 2,284,542
Unearned premiums	80,735	82,482
Policyholders' dividends accrued	880	1,294
Total claims and policy liabilities	2,431,596	2,368,318
Commissions and premium taxes payable	11,265	16,758
Federal income taxes payable	19,869	5,476
Accounts payable and accrued expenses	13,439	10,508
Deferred reinsurance gain – LPT Agreement	462,409	506,166
Other liabilities	11,044	18,710
Total liabilities	2,949,622	2,925,936
Commitments and contingencies (Note 8)		
Equity:		
Retained earnings (deficit)	103,032	(34,566)
Accumulated other comprehensive income, net	41,575	44,316
Total equity	144,607	9,750
Total liabilities and equity	$ 3,094,229	$ 2,935,686

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(in thousands)

	Years Ended December 31		
	2005	2004	2003
Revenues:			
Net premiums earned	$ 438,250	$ 410,302	$ 298,208
Net investment income	54,416	42,201	26,297
Realized (losses) gains on investments	(95)	1,202	5,006
Other income	3,915	2,950	1,602
Total revenues	496,486	456,655	331,113
Expenses:			
Losses and loss adjustment expenses	211,688	229,219	118,123
Commission expense	46,872	55,369	56,310
Underwriting and other operating expense	69,934	65,492	56,738
Total expenses	328,494	350,080	231,171
Net income before income taxes	167,992	106,575	99,942
Income taxes	30,394	11,008	3,720
Net income	$ 137,598	$ 95,567	$ 96,222

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EQUITY

(in thousands)

	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income, net	Total Equity
Balance, December 31, 2002	$ (226,355)	$ (1,594)	$ (227,949)
Comprehensive income:			

Net income	96,222	—	96,222
Change in net unrealized gains on investments, net of taxes	—	27,268	27,268
Comprehensive income			123,490
Balance, December 31, 2003	(130,133)	25,674	(104,459)
Comprehensive income:			
Net income	95,567	—	95,567
Change in net unrealized gains on investments, net of taxes	—	18,642	18,642
Comprehensive income			114,209
Balance, December 31, 2004	(34,566)	44,316	9,750
Comprehensive income:			
Net income	137,598	—	137,598
Change in net unrealized gains on investments, net of taxes	—	(2,741)	(2,741)
Comprehensive income			134,857
Balance, December 31, 2005	$ 103,032	$ 41,575	$ 144,607

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)

	Years Ended December 31		
	2005	2004	2003
Operating activities			
Net income	$ 137,598	$ 95,567	$ 96,222
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	2,223	2,040	2,343
Amortization of premium (discount) on investments, net	6,431	5,916	9,061
Allowance for doubtful accounts – premiums receivable	2,165	1,863	(1,694)
Allowance for doubtful accounts – paid reinsurance recoverables	1,276	—	—
Deferred income tax expense (benefit)	1,118	(10,279)	(4,399)
Realized losses (gains) on investments	95	(1,202)	(5,006)
Change in operating assets and liabilities:			
Accrued investment income	(2,236)	(5,870)	441
Premiums receivable	11,420	(3,058)	(10,276)
Reinsurance recoverable on paid and unpaid losses	54,170	36,474	127,154
Funds held by or deposited with reinsureds	20,306	(10,210)	(85,479)
Unpaid losses and loss adjustment expenses	65,439	91,103	(73,929)
Unearned premiums	(1,747)	6,275	12,091
Federal income taxes payable	14,393	(5,865)	8,038
Accounts payable, accrued expenses and other liabilities	(4,735)	12,855	(13,555)
Deferred reinsurance gain – LPT Agreement	(43,756)	(22,743)	(50,124)
Other	(6,062)	20,250	(6,318)
Net cash provided by operating activities	258,098	213,116	4,570
Investing activities			
Purchase of fixed maturities	(620,099)	(1,448,926)	(1,849,691)
Purchase of equity securities	(29,287)	(63,916)	(192,566)
Proceeds from sale of fixed maturities	320,275	1,122,287	1,722,081
Proceeds from sale of equity maturities	30,901	62,689	192,566
Proceeds from maturities and redemptions of fixed maturities	49,926	9,961	7,750
Capital expenditures and other, net	(9,145)	(1,010)	(1,848)
Net cash used in investing activities	(257,429)	(318,915)	(121,708)
Net increase (decrease) in cash and cash equivalents	669	(105,799)	(117,138)
Cash and cash equivalents at the beginning of the year	60,414	166,213	283,351
Cash and cash equivalents at the end of the year	$ 61,083	$ 60,414	$ 166,213
Cash paid for income taxes	$ 14,883	$ 27,152	$ 68

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2005

1. Basis of Presentation and Summary of Operations

Nature of Operations and Organization

EIG Mutual Holding Company (EMHC), a Nevada mutual holding company, was formed effective April 1, 2005, as part of a reorganization of Employers Insurance Company of Nevada (EICN), formerly Employers Insurance Company of Nevada, a Mutual Company (the reorganization plan). As part of the approved reorganization plan, EICN changed its legal structure from a Nevada mutual insurance company to a Nevada stock insurance company. The mutual members' rights were exchanged for members' rights in the newly formed EMHC. EMHC was issued 100% of the stock in the newly formed Employers Insurance Group, Inc. (EIG), a Nevada stock holding company, which in turn owns 100% of the newly issued stock of EICN. Prior to January 1, 2000, EICN was an independent public agency of the state of Nevada and a fund of the Nevada State Insurance Fund (the Fund). As of January 1, 2000, all of the assets were transferred from the Fund to EICN and EICN assumed all the liabilities related to the transferred assets (the Privatization).

Under the reorganization plan, EMHC is required to own at least a majority of the Voting Securities of EIG, and EIG is required to own all of the Voting Securities of EICN. Additionally, 50% of the net worth of EMHC, determined using U.S. generally accepted accounting principles (GAAP), must be invested in insurance companies. EICN owns 100% of Employers Compensation Insurance Company (ECIC), Elite Insurance Services, Inc. (Elite), a licensed managing general agency, and Employers Occupation Health, Inc. (EOHI), a care management company.

EMHC and subsidiaries (collectively, the Company) is engaged in the commercial property and casualty insurance industry, specializing in workers' compensation products and services. EICN provides insurance to employers against liability for workers' compensation claims in the state of Nevada. ECIC, a California domiciled company, provides workers' compensation insurance to employers in the states of California, Colorado, Idaho, Utah, and Montana. As of December 31, 2005, approximately 78% and 18% of the Company's direct premium is written in California and Nevada, respectively. EOHI provides medical management services that combine in-house medical care management, a provider network and bill review and repricing services to its affiliates. Elite provides various administrative services to its affiliates and assists in the placement of business with the insurance affiliates.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with GAAP, and include the financial statements of EICN and its subsidiaries (ECIC, Elite and EOHI) for the periods prior to the formation of EMHC. This presentation is made since the reorganization described above did not have a material financial impact on the companies, as the net assets transferred to achieve the change in legal organization were accounted for at historical carrying amounts. All intercompany transactions and balances have been eliminated in consolidation.

In accordance with Statement of Financial Accounting Standards (SFAS) No. 131, Disclosures About Segments of an Enterprise and related Information, the Company considers an operating segment to be any component of its business whose operating results are regularly reviewed by the Company's chief operating decision maker to make decisions about resources to be allocated to the segment and assess its performance based on discrete financial information. Currently, the Company has one operating segment, workers' compensation insurance and related services.

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1. Basis of Presentation and Summary of Operations (continued)

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. As a result, actual results could differ from these estimates. The most significant areas that require management judgment are the estimate of the unpaid losses and loss adjustment expenses, evaluation of reinsurance recoverables, recognition of premium revenue, deferred policy acquisition costs, deferred income taxes and the valuation of investments.

2. Summary of Significant Accounting Policies

Cash and Cash Equivalents

The Company considers all highly liquid investments with an initial maturity of three months or less at the date of purchase to be cash equivalents.

Investments

The Company's investments in fixed maturity investments and equity securities are classified as available-for-sale and are reported at fair value with unrealized gains and losses excluded from earnings and reported in a separate component of equity, net of deferred taxes as a component of accumulated other comprehensive income.

Short-term investments include investments with remaining maturities of one year or less at the time of acquisition and are principally stated at cost or amortized cost, which approximates fair value.

Investment income consists primarily of interest and dividends. Interest is recognized on an accrual basis, and dividends are recorded as earned at the ex-dividend date. Interest income on mortgage-backed and asset-backed securities is determined on the effective-yield method based on estimated principal repayments.

Realized capital gains and losses on investments are determined on a specific-identification basis.

When, in the opinion of management, a decline in the fair value of an investment below its cost or amortized cost is considered to be ‘‘other-than-temporary’’ the investment's cost or amortized cost is written-down to its fair value and the amount written-down is recorded in earnings as a realized loss on investments. The determination of other-than-temporary includes, in addition to other relevant factors, a presumption that if the market value is below cost by a significant amount for a period of time, a write-down is necessary unless management has the ability and intent to hold a security to recovery. The amount of any write-downs is determined by the difference between cost or amortized cost of the investment and its fair value at the time the other-than-temporary decline was identified. During the years ended December 31, 2005, 2004 and 2003, there were no securities considered to be other-than-temporarily impaired.

Recognition of Revenue and Expense

Revenue Recognition: Premiums are billed and collected according to policy terms, predominantly in the form of installments during the policy period. Premiums are earned pro rata over the terms of the policies. Billed premiums applicable to the unexpired terms of policies in force are recorded in the accompanying consolidated balance sheets as liability for unearned premiums.

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2. Summary of Significant Accounting Policies (continued)

The Company writes a relatively small number of workers' compensation policies that are retrospectively-rated. Under this type of policy, subsequent to policy expiration, the policyholder may be entitled to a refund or may owe additional premium based on the amount of losses sustained under the policy. These retrospective

premium adjustments are limited in the amount by which they increase or decrease the standard amount of premium applicable to the policy.

The Company estimates accrued retrospective premium adjustments through the review of each individual retrospectively rated risk, comparing case basis loss development with that anticipated in the policy contract to arrive at the best estimate of return or additional retrospective premium. The Company records the retrospective premium as an adjustment to earned premium.

The Company establishes an allowance for bad debts (bad debt allowance) on its premiums receivable through a charge to allowance for bad debt, included in underwriting and other operating expense in the accompanying consolidated statements of income. This bad debt allowance is determined based on estimates and assumptions to project future experience. After all collection efforts have been exhausted, the Company reduces the bad debt allowance for write-offs of premiums receivable that have been deemed uncollectible. The Company periodically reviews the adequacy of the bad debt allowance and makes adjustments as necessary. Future additions to the bad debt allowance may be necessary based on changes in the general economic conditions and the policyholders' financial conditions. The Company had a net recovery of amounts previously written off of $0.7 million, $2.2 million and $1.7 million for the years ended December 31, 2005, 2004 and 2003, respectively.

Deferred Policy Acquisition Costs: Policy acquisition costs, consisting of commissions, premium taxes and certain other underwriting costs that vary with, and are primarily related to, the production of new or renewal business, are deferred and amortized as the related premiums are earned.

A premium deficiency is recognized if the sum of expected claims costs, claims adjustment expenses, expected dividends to policyholders, unamortized acquisition costs and policy maintenance costs exceed the related unearned premiums. A premium deficiency would first be recognized by charging any unamortized acquisition costs to expense to the extent required to eliminate the deficiency. If the premium deficiency was greater than unamortized acquisition costs, a liability would be accrued for the excess deficiency. There was no premium deficiency at December 31, 2005 or 2004.

Deferred policy acquisition costs were $13.0 million and $12.3 million at December 31, 2005 and 2004, respectively. Amortization for the years ended December 31, 2005, 2004 and 2003, was $62.2 million, $63.2 million and $59.6 million, respectively.

Unpaid Losses and Loss Adjustment Expense (LAE) Reserves: Losses and LAE reserves represent management's best estimate of the ultimate net cost of all reported and unreported losses incurred for the applicable periods. The estimated reserves for losses and LAE include the accumulation of estimates for losses and claims reported prior to the balance sheet date, estimates (based on projections of relevant historical data) of claims incurred but not reported, and estimates of expenses for investigating and adjusting all incurred and unadjusted claims. Amounts reported are necessarily subject to the impact of future changes in economic, regulatory and social conditions. Management believes that, subject to the inherent variability in any such estimate, the reserves are within a reasonable and acceptable range of adequacy. Estimates for losses and claims reported prior to the balance sheet date are continually monitored and reviewed, and as settlements are made or reserves adjusted, the differences are reported in current operations. Salvage and subrogation recoveries are estimated based on a review of the level of historical salvage and subrogation recoveries.

Policyholders' Dividends Accrued: EICN writes workers' compensation policies for which the policyholder may participate in favorable claims experience through a dividend. An estimated provision for workers' compensation policyholders' dividends is accrued as the related premiums are earned.

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2. Summary of Significant Accounting Policies (continued)

Dividends are calculated and paid after policy expiration, usually within nine and 12 months, respectively, after such expiration and must be approved by the Board of Directors of EICN. The liability is estimated based on the expected loss experience of the policies written with dividend provisions and policy terms. Policyholders' dividends paid for the years ended December 31, 2005, 2004 and 2003, were $1.4 million, $2.8 million and $7.9 million, respectively. Policyholder dividends are included in underwriting and other operating expense in the accompanying consolidated income statements.

Reinsurance

In the ordinary course of business and in accordance with general insurance industry practices, the Company purchases excess of loss reinsurance to protect the Company against the impact of large, catastrophic losses in its workers' compensation business. Additionally, the Company is a party to a 100% quota share retroactive reinsurance agreement, see Note 7. Such reinsurance reduces the magnitude of such losses on current operations and the equity of the Company. Reinsurance makes the assuming reinsurer liable to the ceding company to the extent of the reinsurance. It does not, however, discharge the Company from its primary liability to its policyholders in the event the reinsurer is unable to meet its obligations under its reinsurance agreement with the Company.

Net earned premium and losses and loss adjustment expenses incurred are stated in the accompanying consolidated statements of income after deduction of amounts ceded to reinsurers. Balances due from reinsurers on unpaid losses, including an estimate of such recoverables related to reserves for incurred but not reported losses, are reported as assets and are included in reinsurance recoverables even though amounts due on unpaid losses and LAE are not recoverable from the reinsurer until such losses are paid. Recoverables from reinsurers on unpaid losses and LAE amounted to $1.1 billion and $1.2 billion at December 31, 2005 and 2004, respectively.

Ceded premiums, losses and LAE are accounted for on a basis consistent with those used in accounting for the original policies issued and the terms of the relevant reinsurance agreement.

There is also a reinsurance agreement entered into in 1999 by the Nevada State Industrial Insurance System (SIIS) and assumed by EICN, which the Company refers to as the Loss Portfolio Transfer (LPT) Agreement, see Note 7. The Company is accounting for this transaction as retroactive reinsurance, whereby the initial deferred gain resulting from the retroactive reinsurance was recorded as a liability in the accompanying consolidated balance sheets as deferred reinsurance gain—LPT Agreement and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries. The amortization of the deferred gain is recorded in losses and LAE incurred in the accompanying consolidated statements of income. Any adjustment to the estimated reserves ceded under the LPT agreement is recognized in earnings in the period of change. There is a corresponding change to the reinsurance recoverables on unpaid losses and deferred reinsurance gain. A cumulative amortization adjustment is also then recognized in earnings so that the deferred reinsurance gain reflects the balance that would have existed had the revised reserves been available at the inception of the LPT Agreement.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Expenditures for maintenance and repairs are charged against operations as incurred.

Electronic data processing equipment, operating software, and nonoperating software are depreciated using the straight-line method over three years. Leasehold improvements are carried at cost less accumulated amortization. The Company amortizes leasehold improvements using the straight-line method over the lesser of the useful life of the asset or the remaining original lease term, excluding

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

2. Summary of Significant Accounting Policies (continued)

options or renewal periods. Leasehold improvements are generally depreciated over three to five years. Other furniture and equipment is depreciated using the straight-line method over three to seven years.

Income Taxes

Deferred tax assets, net of any applicable valuation allowance, and deferred tax liabilities are provided for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The net deferred tax asset is recorded in the accompanying consolidated balance sheets as deferred income taxes, net.

Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash, cash equivalents, investments, premiums receivable and reinsurance balances.

Cash equivalents include investments in commercial paper of companies with high credit ratings, investments in money market securities and securities backed by the U.S. government. Investments are diversified throughout many industries and geographic regions. The Company limits the amount of credit exposure with any one financial institution and believes that no significant concentration of credit risk exists with respect to cash and investments. At December 31, 2005 and 2004, the outstanding premiums receivable balance is generally diversified due to the large number of entities composing the Company's policyholder base and their dispersion across many different industries. To reduce credit risk, the Company performs ongoing evaluations of its policyholders' financial condition but does not generally require collateral. The Company also has recoverables from its reinsurers. Reinsurance contracts do not relieve the Company from its obligations to claimants or policyholders. Failure of reinsurers to honor their obligations could result in losses to the Company. The Company evaluates the financial condition of its reinsurers to minimize its exposure to significant losses from reinsurer insolvencies.

Fair Value of Financial Instruments

Estimated fair value amounts, defined as the quoted market price of a financial instrument, have been determined using available market information and other appropriate valuation methodologies. However, considerable judgments are required in developing the estimates of fair value where quoted market prices are not available. Accordingly, these estimates are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions or estimating methodologies may have an effect on the estimated fair value amounts.

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

Cash, premiums receivable, and accrued expenses and other liabilities: The carrying amounts for these financial instruments as reported in the accompanying consolidated balance sheets approximate their fair values.

Investments: The estimated fair values for available-for-sale securities generally represent quoted market value prices for securities traded in the public marketplace or estimated values for securities not traded in the public marketplace. Additional data with respect to fair values of the Company's investment securities are disclosed in Note 3.

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

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

2. Summary of Significant Accounting Policies (continued)

New Accounting Standards

In November 2005, the Financial Accounting Standards Board (FASB) issued FASB Staff Position (FSP) FAS Nos. 115-1 and FAS 124-1, The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments (FSP 115-1). In 2004, the Emerging Issues Task Force (EITF) issued EITF 03-1, The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments, to provide detailed guidance on when an investment is considered impaired, whether that impairment is other-than-temporary, how to measure the impairment loss and disclosures related to impaired securities. Because of concerns about the application of the guidance of EITF 03-1 that described whether an impairment is other-than-temporary, the FASB deferred the effective date of that portion of the guidance. FSP 115-1 nullifies EITF 03-1 guidance on determining whether an impairment is other-than-temporary, and effectively retains the previous guidance in this area, which requires a careful analysis of all pertinent facts and circumstances. In addition, the FSP generally carries forward EITF 03-1 guidance for determining when an investment is impaired, how to measure the impairment loss and what disclosures should be made regarding impaired securities. The FSP is effective for reporting periods beginning subsequent to December 15, 2005. The Company's current analysis of impaired investments is consistent with the provisions of FSP 115-1. Therefore, the adoption of FSP 115-1 is not expected to have a significant impact on the Company's consolidated financial position and results of operations.

In July 2006, the FASB issued FASB Interpretation No. 48, Accounting for Uncertainty in Income Taxes (FIN 48). Among other things, FIN 48 creates a model to address uncertainty in tax positions and clarifies the accounting for income taxes by prescribing a minimum recognition threshold which all income tax positions must achieve before being recognized in the financial statements. In addition, FIN 48 requires expanded annual disclosures, including a tabular rollforward of the beginning and ending aggregate unrecognized tax benefits as well as specific detail related to tax uncertainties for which it is reasonably possible the amount of unrecognized tax benefit will significantly increase or decrease within 12 months. FIN 48 is effective for the Company on January 1, 2007. Any differences between the amounts recognized in the statements of financial position prior to the adoption of FIN 48 and the amounts reported after adoption are generally accounted for as a cumulative-effect adjustment recorded to the beginning balance of retained earnings. The Company is currently evaluating the impact of FIN 48; however, it is not expected to have a material impact on the Company's consolidated financial position and results of operations.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Investments

The cost or amortized cost, gross unrealized gains, gross unrealized losses and estimated fair value of the Company's investments were as follows:

	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
		(in thousands)		
At December 31, 2005:				
U.S. government	$ 210,521	$ 3,609	$ (1,609)	$ 212,521
All other governments	6,763	—	(160)	6,603
States and political subdivisions	420,833	2,655	(2,603)	420,885
Special revenue	228,387	2,500	(868)	230,019
Public utilities	22,853	433	(176)	23,110
Industrial and miscellaneous	140,503	2,618	(1,020)	142,101
Mortgage-backed securities	300,592	1,385	(2,622)	299,355
Total fixed maturity investments	1,330,452	13,200	(9,058)	1,334,594
Short-term investments	15,006	—	—	15,006
	1,345,458	13,200	(9,058)	1,349,600
Equity securities	186,352	64,313	(4,494)	246,171
Total investments	$ 1,531,810	$ 77,513	$ (13,552)	$ 1,595,771
At December 31, 2004:				
U.S. government	$ 157,255	$ 2,632	$ (388)	$ 159,499
All other governments	12,031	—	(75)	11,956
States and political subdivisions	314,768	4,538	(423)	318,883
Special revenue	117,918	2,525	(218)	120,225
Public utilities	20,014	576	(72)	20,518
Industrial and miscellaneous	213,439	6,913	(537)	219,815
Mortgage-backed securities	248,059	3,649	(127)	251,581
Total fixed maturity investments	1,083,484	20,833	(1,840)	1,102,477
Short-term investments	20,907	—	—	20,907
	1,104,391	20,833	(1,840)	1,123,384
Equity securities	185,659	51,894	(2,709)	234,844
Total investments	$ 1,290,050	$ 72,727	$ (4,549)	$ 1,358,228

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Investments (continued)

The amortized cost and estimated fair value of fixed maturity investments at December 31, 2005, by contractual maturity are shown below. Expected maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	Amortized Cost	Estimated Fair Value
	(in thousands)	
Due in one year or less	$ 77,966	$ 77,579
Due after one year through five years	274,861	272,519
Due after five years through ten years	321,499	323,597
Due after ten years	370,540	376,550
Mortgage-backed securities	300,592	299,355
	$ 1,345,458	$ 1,349,600

The following is a summary of investments with unrealized losses and their corresponding fair values at December 31, 2005 and 2004:

	Less than 12 Months December 31					
	2005			2004		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	(in thousands)					
Fixed maturity:						
U.S. government	$ 92,031	$ (894)	21	$ 113,352	$ (389)	30
State and political subdivisions, all other governments, special revenue and public utilities	240,961	(2,995)	101	117,745	(745)	64
Industrial and miscellaneous	50,289	(630)	46	50,875	(404)	101
Mortgage-backed securities	167,641	(2,116)	209	26,910	(66)	28
Equity securities	34,379	(2,675)	28	28,494	(2,154)	88
	$ 585,301	$ (9,310)	405	$ 337,376	$ (3,758)	311

	More than 12 Months December 31					
	2005			2004		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	in thousands					
Fixed maturity:						
U.S. government	$ 41,737	$ (715)	16	$ —	$ —)	—

State and political subdivisions, all other governments, special revenue and public utilities	38,761	(812	34	1,396	(43	5
Industrial and miscellaneous	13,805	(390)	42	5,314	(133)	15
Mortgage-backed securities	20,036	(506)	33	4,766	(61)	15
Equity securities	11,440	(1,819)	22	2,211	(554)	10
	$ 125,779	$ (4,242)	147	$ 13,687	$ (791)	45

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Investments (continued)

	Total December 31					
	2005			2004		
	Estimated Fair Value	Gross Unrealized Losses	Number of Issues	Estimated Fair Value	Gross Unrealized Losses	Number of Issues
	(in thousands)					
Fixed Maturity:						
U.S. government	$ 133,768	$ (1,609)	37	$ 113,352	$ (389)	30
State and political subdivisions, all other governments, special revenue and public utilities	279,722	(3,807)	135	119,141	(788)	69
Industrial and miscellaneous	64,094	(1,020)	88	56,189	(537)	116
Mortgage-backed securities	187,677	(2,622)	242	31,676	(127)	43
Equity securities	45,819	(4,494)	50	30,705	(2,708)	98
	$ 711,080	$ (13,552)	552	$ 351,063	$ (4,549)	356

The Company reviews its investment portfolio for securities that may have incurred an other-than-temporary impairment (OTTI) quarterly. For any investment security deemed to have an OTTI, the investment's amortized cost is written down to its fair value and the amount written down is recorded in earnings as a realized loss on investments.

Based on a review of the fixed maturity investments included in the tables above, the Company determined that the unrealized losses were a result of the interest rate environment and not the credit quality of the issuers. Therefore, as of December 31, 2005 and 2004, none of the fixed maturity investments whose fair value was less than amortized cost were considered to be other-than-temporarily impaired given the severity and duration of the impairment, the credit quality of the issuers, and the Company's intent and ability to hold the securities until fair value recovers above cost.

Based on a review of the investment in equities included in the table above, the Company determined that the unrealized losses were not considered to be other-than-temporary due to the financial condition and near term prospects of the issuers.

Net realized and unrealized investment (losses) gains on fixed maturity investments and equity securities were as follows:

	Years Ended December 31		
	2005	2004	2003
	(in thousands)		
Net realized (losses) gains:			
Fixed maturity investments	$ (2,402)	$ (1,437)	$ 12,830
Equity securities	2,307	2,639	(7,824)
	$ (95)	$ 1,202	$ 5,006
Change in fair value over cost:			
Fixed maturity investments	$ (14,851)	$ 5,421	$ (11,516)
Equity securities	10,634	23,858	52,803
	$ (4,217)	$ 29,279	$ 41,287

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Investments (continued)

Net investment income was as follows:

	Years Ended December 31		
	2005	2004	2003
	(in thousands)		
Fixed maturity investments	$ 49,229	$ 38,578	$ 24,585
Equity securities	3,752	3,905	3,323
Short-term investments and cash equivalents	3,076	1,025	2,519
Other	182	595	373
	56,239	44,103	30,800
Investment expenses	(1,823)	(1,902)	(4,503)
Net investment income	$ 54,416	$ 42,201	$ 26,297

The Company is required by various state regulations to keep securities or letters of credit on deposit with the states in a depository account. At December 31, 2005 and 2004, securities having a fair market value of $195.9 million and $31.6 million, respectively, were on deposit. Additionally, certain reinsurance contracts require Company funds to be held in trust for the benefit of the ceding reinsurer to secure the outstanding liabilities assumed by the Company. The fair market value of securities held in trust at December 31, 2005 and 2004, was $55.9 million and $54.7 million, respectively.

4. Property and Equipment

Property and equipment consists of the following:

	As of December 31	
	2005	2004
	(in thousands)	
Land	$ 95	$ 95
Furniture and equipment	5,907	5,671
Leasehold improvements	2,013	1,956
Computer and software	15,300	6,448
	23,315	14,170
Accumulated depreciation	(13,200)	(10,977)
Property and equipment, net	$ 10,115	$ 3,193

Depreciation expense for the years ended December 31, 2005, 2004 and 2003, was $2.2 million, $2.0 million and $2.3 million, respectively.

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5. Income Taxes

The Company files a consolidated federal income tax return. The insurance subsidiaries pay premium taxes on gross premiums written in lieu of most state income or franchise taxes. Prior to the Privatization, EICN was a non-taxable entity.

The provision for income taxes consisted of the following:

	Years Ended December 31		
	2005	2004	2003
		(in thousands)	
Current tax	$ 29,276	$ 21,287	$ 4,245
Deferred tax	1,118	(10,279)	(525)
Income taxes	$ 30,394	$ 11,008	$ 3,720

The difference between the statutory federal tax rate of 35% and the Company's effective tax rate on income before tax as reflected in the consolidated statements of income was as follows:

	Years Ended December 31		
	2005	2004	2003
		(in thousands)	
Expense computed at statutory rate	$ 58,797	$ 37,301	$ 33,920
Dividends received deduction and tax-exempt interest	(6,653)	(2,884)	(688)
LPT Agreement	(15,315)	(7,960)	(17,042)
Pre-Privatization reserve adjustments	(5,564)	(14,482)	(14,372)
Other	(871)	(967)	1,902
Income taxes	$ 30,394	$ 11,008	$ 3,720

Prior to the Privatization, the Fund was a part of the State of Nevada and therefore was not subject to federal income tax; accordingly, it did not take an income tax deduction with respect to the establishment of its unpaid loss and LAE reserves. Due to favorable loss experience after the Privatization, it was determined that certain of the pre-Privatization unpaid loss and LAE reserves assumed by EICN as part of the Privatization were no longer necessary and the unpaid loss and LAE reserves were reduced accordingly. This downward adjustment of such pre-Privatization unpaid loss reserves increased the GAAP net income, as reported in the accompanying consolidated statements of income, but has not increased taxable income.

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5. Income Taxes (continued)

The significant components of the assets and liability for deferred income taxes, net were as follows as of December 31:

	2005		2004	
	Deferred Tax		Deferred Tax	
	Assets	Liability	Assets	Liability
	(in thousands)			
Unrealized capital gains	$ —	$ 22,387	$ —	$ 23,863
Deferred policy acquisition costs	—	9,981	—	4,316
Loss reserve discounting for tax reporting	86,612	—	83,622	—
Unearned premiums	13,352	—	14,037	—
Allowance for bad debt	2,762	—	1,558	—
Accrued liabilities	3,779	—	2,137	—
Other	359	1,344	295	675
Total	$ 106,864	$ 33,712	$ 101,649	$ 28,854
Net deferred tax asset	$ 73,152		$ 72,795	

At December 31, 2005, the Company had no net operating loss carryforwards.

FASB No. 109, *Accounting for Income Taxes*, requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax asset will not be realized. Realization of the deferred income tax asset is dependent on the Company generating sufficient taxable income in

future years as the deferred income tax charges become currently deductible for tax reporting purposes. Although realization is not assured, management believes that it is more likely than not that the net deferred income tax asset will be realized.

6. Unpaid Losses and Loss Adjustment Expenses

The following table represents a reconciliation of changes in the liability for unpaid losses and loss adjustment expenses (LAE):

	Years Ended December 31	
	2005	2004
	(in thousands)	
Beginning of year	$ 2,284,542	$ 2,193,439
Reinsurance recoverable for incurred but unpaid losses and LAE	(1,194,728)	(1,230,982)
Beginning balance, net of reinsurance	1,089,814	962,457
Incurred losses and LAE, net of reinsurance, related to:		
Current period	333,497	289,544
Prior period	(78,053)	(37,582)
Total incurred losses and LAE, net of reinsurance	255,444	251,962
Losses and LAE payments, net of reinsurance, related to:		
Current period	40,116	33,475
Prior period	96,661	91,130
Total losses and LAE payments, net of reinsurance	136,777	124,605
Balance, net of reinsurance, December 31	1,208,481	1,089,814
Reinsurance recoverable for incurred but unpaid losses and LAE	1,141,500	1,194,728
Balance, December 31	$ 2,349,981	$ 2,284,542

The above table excludes the impact of the amortization of the deferred reinsurance gain—LPT Agreement and the reduction of the ceded reserves on the LPT Agreement (refer to Note 7), which are reflected in losses and LAE incurred in the consolidated statements of income.

6. Unpaid Losses and Loss Adjustment Expenses (continued)

Estimates of incurred losses and LAE attributable to insured events of prior years decreased due to continued favorable development in such prior accident years (actual losses and LAE paid and current projections of unpaid losses and LAE were less than the Company originally anticipated). The reduction in the liability for unpaid losses and LAE was $78.1 million and $37.6 million for the years ended December 31, 2005 and 2004, respectively.

The major sources of this favorable development have been: actual paid losses have been less than expected, recalibration of selected patterns of claims emergence and claim payment used in the projection of future loss payment, and LAE in the Company's Nevada business have been less than expected. However, this favorable development has been partially offset by the fact that LAE in the Company's California business has been greater than expected. LAE parameters used to project future LAE expenditures have been adjusted in response to the actual observed levels of LAE. These sources of development are discussed in the following paragraphs.

In California, in particular, where the Company's operations began on July 1, 2002, management's initial expectations of both the ultimate level of its losses and patterns of loss emergence and loss payment necessarily were based on benchmarks derived from analyses of historical insurance industry data in California, as no historical data from the Company's insurance subsidiaries existed, and although some historical data was available for the prior years of some of the market segments the Company entered in California, that data was limited as to the number of loss reserve evaluation points available. The industry-based benchmarks were adjusted judgmentally for the anticipated impact of significant environmental changes, specifically the enactment of major changes to the statutory workers' compensation benefit structure and the manner in which claims are administered and adjudicated in California. The actual emergence and payment of California claims by the Company's insurance subsidiaries has been more favorable than those initial expectations, due at least in part to what the Company believes are the impact of enactment of the major changes in the California environment. Other insurance companies writing California workers' compensation insurance also have experienced emergence and payment of claims more favorable than anticipated. At each evaluation date, the projected claim activity underlying the prior loss reserves has been replaced by the actual claim activity, and the expectation of future emergence and payment of California claims underlying the actuarial projections was reevaluated during 2005 and 2004 based both on the Company's insurance subsidiaries' emerging experience and on updating the benchmarks that are derived from observing and analyzing the insurance industry data for California workers' compensation. The change in incurred loss and LAE attributable to prior years, business outside Nevada, predominantly California, was $48.2 million and $(11.9) million for the years ended December 31, 2005 and 2004, respectively. In states other than California and Nevada, the Company's operations are new and represent a minor portion of its loss reserves. Losses for those states are included with the California losses for purposes of estimating future loss development.

In Nevada, the Company has access to an extensive history of workers' compensation claims based on the business of the predecessor Fund, but the emergence and payment of claims in recent years has been more favorable than in the long-term history in Nevada with the predecessor Fund. The expected patterns of claim payment and emergence used in the projection of the Company's ultimate claims payments are based on both the long-term and the short-term historical data. At December 31, 2005 and 2004, the selection of claim projection patterns has relied more heavily on the patterns observed in the short-term historical data, as recent years' claims have continued to emerge in a manner consistent with that short-term historical data. Also, in 2005 and 2004, the projected claim payments underlying the prior loss reserves were replaced by the actual claim payment activity that occurred during the calendar year. The change in incurred loss and LAE attributable to prior years, business in Nevada was $29.9 million and $49.5 million for the years ended December 31, 2005 and 2004, respectively.

6. Unpaid Losses and Loss Adjustment Expenses (continued)

The estimate of the future cost of handling claims, or LAE, depends primarily on examining the relationship between the aggregate amount that has been spent on LAE historically, as compared with the dollar volume of claims activity for the corresponding historical periods. For the Company's business in Nevada, as a result of operational improvements and reductions in staff count to align with the current and anticipated volume of business in the state, the Company's expenditures on LAE in recent years have been lower than historical levels. As these operational improvements and staffing levels have been reflected in the actual emerging LAE expenditures and in the projection of future LAE, the estimates of future LAE have been reduced at December 31, 2005 and 2004. For the Company's operations in California, initial expectations of LAE when operations commenced in California were based on the assumptions used by the Company in pricing the California business, and on some limited historical data for the market segments the Company was entering. As the Company's operations in California have matured, and as data relating to the Company's and industry claim handling expenses reflective of the new workers' compensation benefit environment in California have become available, the expectations of LAE underlying the projection of future LAE have been adjusted to reflect that actual costs of administering claims have been greater than the initial expectations. This has resulted in an increase in the projected future cost of administering California claims at December 31, 2005 and 2004. The changes in the Company's estimates of the cost of future LAE in California and Nevada are included in the California and Nevada development results cited in the preceding two paragraphs.

The Company continues to develop its own loss experience and will rely more on its experience and less on historical industry data in projecting its reserve requirements as such data becomes available. As the actual experience of the Company emerges, it will continue to evaluate prior estimates, which may result in additional adjustments in reserves.

Loss reserves shown in the consolidated balance sheets are net of $9.9 million and $10.4 million for anticipated subrogation recoveries as of December 31, 2005 and 2004, respectively.

7. Reinsurance

The Company is involved in the cession and assumption of reinsurance with non-affiliated companies. Risks are reinsured with other companies on both a quota share and excess of loss basis.

Reinsurance transactions reflected in the accompanying consolidated statements of income were as follows:

	Years Ended December 31					
	2005		2004		2003	
	Written	Earned	Written	Earned	Written	Earned
	(in thousands)					
Direct premiums	$ 450,740	$ 448,106	$ 370,186	$ 360,703	$ 145,940	$ 142,094
Assumed premiums	7,931	9,094	67,508	69,379	191,149	195,554
Gross premiums	458,671	457,200	437,694	430,082	337,089	337,648
Ceded premiums	(18,950)	(18,950)	(19,780)	(19,780)	(39,440)	(39,440)
Net premiums	$ 439,721	$ 438,250	$ 417,914	$ 410,302	$ 297,649	$ 298,208
Ceded losses and LAE incurred	$ 36,506		$ 33,327		$ 24,580	

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

7. Reinsurance (continued)

Ceded losses and LAE incurred includes the amortization of the gain on the LPT Agreement, as described below.

LPT Agreement

Recoverables from reinsurers on unpaid losses and LAE amounted to $1.14 billion at December 31, 2005, and $1.19 billion at December 31, 2004. At December 31, 2005 and 2004, approximately $1.06 billion and $1.13 billion, respectively, of the recoverables related to the LPT Agreement entered into in 1999 by SIIS and assumed by EICN, whereby substantially all of SIIS losses and LAE on claims incurred prior to July 1, 1995, have been ceded to three unaffiliated reinsurers on a 100% quota share basis. Investments have been placed in trust by the three reinsurers as security for payment of the reinsured claims. Under the LPT Agreement, $1.525 billion in liabilities for the incurred but unpaid losses and LAE related to claims incurred prior to July 1, 1995, were reinsured for consideration of $775 million. The LPT Agreement provides coverage up to $2.0 billion. As of December 31, 2005, the Company has paid losses and LAE claims totaling $320 million related to the LPT Agreement.

The initial deferred gain resulting from the LPT Agreement was recorded as a liability in the accompanying consolidated balance sheets and is being amortized using the recovery method, whereby the amortization is determined by the proportion of actual reinsurance recoveries to total estimated recoveries. The Company amortized $16.9 million, $20.3 million and $19.0 million of the deferred gain for the years ended December 31, 2005, 2004 and 2003, respectively. Additionally, the deferred gain was reduced by $26.9 million, $2.5 million and $31.1 million in 2005, 2004 and 2003, respectively, due to favorable development in the direct reserves ceded under the LPT Agreement. The amortization of the deferred gain and the adjustments due to the favorable development in the reserves are recorded in losses and LAE incurred in the accompanying consolidated statements of income. The remaining deferred gain was $462.4 million and $506.2 million as of December 31, 2005 and 2004, respectively, which is included in the accompanying consolidated balance sheets as deferred reinsurance gain—LPT Agreement.

The LPT Agreement allows the Company to receive a contingent profit commission from the participating reinsurers based on the actual loss experience of the ceded business. Pursuant to the LPT Agreement and based on both actual results to date and projections of ultimate losses under the agreement, the Company recorded an increase of $3.8 million for the twelve months ended December 31, 2005, decreases of $1.5 million for 2004 and $3.8 million for 2003, in its estimate of the ultimate contingent profit commission. The increases (decreases) in the ultimate contingent profit commission are recorded in commission expense in the accompanying consolidated statements of income. Due to payments received under the terms of the LPT Agreement the Company had a net payable balance of $6.1 million as of December 31, 2005, and $9.9 million as of December 31, 2004, which is included in other liabilities on the accompanying consolidated balance sheets.

Fronting Agreement

Effective July 1, 2002, ECIC entered into a fronting facility with Clarendon Insurance Group (Clarendon), under which ECIC assumed 100% of the net liability for policies incepting on and after July 1, 2002 and 90% incepting on and after July 1, 2003 (the Fronting Agreement). In December 2003, ECIC and Clarendon reached an informal agreement to stop issuing new or renewing policies under the Fronting Agreement. The assumed premiums withheld by Clarendon under the terms of the Fronting Agreement are reported as funds held by or deposited with reinsureds in the accompanying consolidated balance sheets.

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

8. Commitments and Contingencies

Leases

The Company has office space leases at 12 facilities, which include several subleased spaces, located in Nevada, California, Idaho and Colorado. At December 31, 2005, remaining lease terms ranged from one month to approximately six years and sublease terms ranged from three months to approximately five years. The minimum lease payments for the next five years and thereafter on these noncancelable operating leases at December 31, 2005, were as follows:

Year	Rental Expenses	Sublease Income	Net Rental Expense
		(in thousands)	
2006	$ 4,497	$ 229	$ 4,268
2007	4,031	91	3,940
2008	2,002	23	1,979
2009	1,662	—	1,662
2010	1,055	—	1,055
Thereafter	—	—	—
	$ 13,247	$ 343	$ 12,904

Net rent expense and sublease income were $4.5 million, $4.6 million and $4.8 million for the years ended December 31, 2005, 2004 and 2003, respectively. Certain rental commitments have renewal options extending through 2010. Some of these renewals are subject to adjustments in future periods.

Contingencies Surrounding Insurance Assessments

The Company writes workers' compensation insurance in California in which unpaid workers' compensation liabilities from insolvent insurers are the responsibility of the California Insurance Guarantee Association (CIGA). The Company passes the CIGA assessment through to its policyholders via a surcharge based upon the estimated annual premium at the policy's inception and has received, and expects to continue to receive, these guarantee fund assessments, which are paid to CIGA based on the premiums it has already earned at December 31, 2005. The Company also writes workers' compensation insurance in other states with similar obligations as those in California. In these states the Company is directly responsible for payment of the assessment. The Company recorded an estimate of $2.2 million and $6.0 million for its expected liability for guarantee fund assessments at December 31, 2005 and 2004, respectively. The guarantee fund assessments are expected to be paid within two years of recognition.

Litigation

From time to time the Company is involved in pending and threatened litigation in the normal course of business in which claims for monetary damages are asserted. In the opinion of management, the ultimate liability, if any, arising from such pending or threatened litigation is not expected to have a material effect on the result of operations, liquidity or financial position of the Company.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

9. Statutory Matters

Statutory Financial Data

The capital stock, surplus and net income of the Company's insurance subsidiaries, prepared in accordance with the statutory accounting practices of the National Association of Insurance Commissioners (NAIC) as well as statutory accounting principles permitted by the State of California and Nevada (SAP), were as follows:

	As of December 31, 2005	As of December 31, 2004
	(in thousands)	
Capital stock and unassigned surplus	$ (71,851)	$ (198,651)
Special surplus funds	602,463	629,327
Total statutory surplus	$ 530,612	$ 430,676
Net income*	$ 96,876	$ 69,405

* For the years ended

The treatment of the LPT Agreement is the primary difference in the SAP-basis capital stock and total surplus of the insurance subsidiaries of $530.6 million and $430.7 million, and the GAAP-basis equity of the Company of $144.6 million and $9.8 million as of December 31, 2005 and 2004, respectively. Under SAP accounting the retroactive reinsurance gain resulting from the LPT Agreement is recorded as a special component of surplus (special surplus funds) in the initial year of the contract, and not reported as unassigned surplus until the Company has recovered amounts in excess of the original consideration paid. Under GAAP accounting the gain is deferred and amortized over the period the underlying reinsured claims are paid (see Note 7).

Insurance Company Dividends

The Nevada Revised Statute limits the payment of cash dividends by EICN to its parent (shareholder) by providing that payments cannot be made except from available and accumulated surplus money otherwise unrestricted (unassigned) and derived from realized net operating profits and realized and unrealized capital gains. A stock dividend may be paid out of any available surplus. Other dividends may be declared and distributed upon the prior approval of the Insurance Commissioner, except that extraordinary dividends or distributions by EICN to its parent must be noticed to the Insurance Commissioner who must approve or disapprove the dividends or distribution within 30 days of such notice. An extraordinary dividend or distribution is defined by statute to include any dividend or distribution of cash or property whose fair market value, together with that of other dividends or distributions made within the preceding twelve months, exceeds the greater of: (a) 10% of EICN's statutory surplus as regards policyholders at the next preceding December 31; or (b) EICN's statutory net income, not including realized capital gains, for the 12-month period ending at the next preceding December 31. As of December 31, 2005 and 2004, EICN had negative unassigned surplus of $71.9 million and $198.7 million, respectively.

The California Insurance Holding Company System Regulatory Act limits the ability of ECIC to pay dividends to its parent by providing that the appropriate insurance regulatory authorities in the state of California must approve any dividend that, together with all other such dividends paid during the preceding 12 months, exceeds the greater of: (a) 10% of the paying company's statutory surplus as regards policyholders at the preceding December 31; or (b) 100% of the net income for the preceding year. In addition, any such dividend must be paid from policyholders' surplus attributable to accumulated earnings. The maximum pay-out that may be made during 2006 without prior approval is $44.6 million. No dividends were paid or declared in 2005, 2004 or 2003.

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9. Statutory Matters (continued)

Other

The California Department of Insurance (DOI) (the domiciliary state of ECIC) requires that in addition to applying the NAIC's statutory accounting practices, insurance companies must record, under certain circumstances, an additional liability, called an ‘‘excess statutory reserve.’’ If the workers' compensation losses and loss adjustment expense ratio is less than 65% in each of the three most recent accident years, the difference is recorded as an excess statutory reserve. The excess statutory reserves required by the DOI reduced ECIC's statutory-basis surplus by $7.5 million to $277.2 million at December 31, 2005, as filed and reported to the regulators. There were no excess statutory reserves for December 31, 2004. Excess statutory reserves do not impact statutory net income and it is not expected they will have any material impact on the operation of the Company.

Pursuant to the reorganization plan, the Insurance Commissioner for the State of Nevada must approve or direct any dividends to members of EMHC or any other distributions to members.

10. Accumulated Other Comprehensive Income

Accumulated other comprehensive income is comprised of changes in unrealized appreciation on investments classified as available-for-sale. The following table summarizes the components of accumulated other comprehensive income:

	Years Ended December 31		
	2005	2004	2003
		(in thousands)	
Net unrealized gain on investment, before taxes	$ 63,962	$ 68,179	$ 38,900
Deferred tax expense	(22,387)	(23,863)	(13,226)
Total accumulated other comprehensive income, net of taxes	$ 41,575	$ 44,316	$ 25,674

The following table summarizes the changes in the components of other comprehensive income, other than net income:

	Years Ended December 31		
	2005	2004	2003
		(in thousands)	
Net unrealized (losses) gains during the year, $(4,313), $30,481 and $46,296, net of tax (benefit) expense of $(1,510), $11,058 and $15,724, respectively	$ (2,803)	$ 19,423	$ 30,572
Less reclassification adjustment for realized (losses) gains included in net income of $(95), $1,202 and $5,006, net of tax (benefit) expense of $33, $(421) and $1,702, respectively	(62)	781	3,304
Net change in unrealized (losses) gains on investments, net of tax (benefit) expense $(1,476), $10,637 and $14,022, respectively	$ (2,741)	$ 18,642	$ 27,268

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11. Employee Benefit and Retirement Plans

Retirement Plans

Employee Retirement Plan: Effective January 1, 2000, the Company adopted a defined benefit pension plan (Employers Insurance Company of Nevada Defined Pension Benefit Plan) covering all eligible Company employees. Plan eligibility was based on years of service, and plan benefits were based on years of credited service, which excludes years of employment prior to January 1, 2000, multiplied by 1.5% of a participant's average monthly compensation (compensation paid during three highest consecutive plan years divided by 36). Other benefits included survivor benefits.

On May 31, 2002, the plan ceased benefit accruals, and compensation earned after this date will not count towards the plan benefit formula, which defines the monthly annuity commencing at age 65 (or age 60 with 10 years of service).

On September 10, 2004, the Company received a favorable determination letter from the Internal Revenue Service that accepted the Plan termination date of May 31, 2002. The Company was then able to disburse funds to the plan participants, which took place in November and December 2004. There was no activity for 2005.

The net periodic benefit cost for the years ended December 31, 2004 and 2003, was zero and $1.4 million, respectively.

401(k) Plan: The Company has adopted a 401(k) defined contribution plan covering all eligible Company employees. Investment services are provided through the adoption of the IRS approved prototype 401(k) Century Plan through T. Rowe Price Trust Company. Plan administration is provided through third-party administrator Boston Financial. Employees age 18 or older are eligible to participate in the plan on the first day of the month following their date of hire. For plan year 2005, the Company adopted a match to the 401(k) Plan of $0.50 for every dollar contributed by the employee, up to 6% of the employee's annual salary. The Company's contribution

to the 401(k) Plan was $0.9 million, $0.9 million and $0.7 million for the years ended December 31, 2005, 2004 and 2003, respectively.

12. Subsequent Events

Plan of Conversion and Initial Public Offering

On August 17, 2006, the Company's Board of Directors adopted a plan to convert EMHC from a mutual insurance holding company to a stock company, which authorized management to implement a plan for conversion of the Company (the Conversion Plan). Upon conversion, all the membership interests of the members of EMHC will be extinguished, and eligible members will receive compensation in exchange for the extinguishment of their membership interests. Their compensation will be in the form of common stock, cash or a combination thereof. The Conversion Plan will not, in any way, change premiums or affect policy benefits or other policy obligations of EICN to its policyholders.

Under Nevada insurance law, the Conversion Plan also requires the approval of eligible members and the Insurance Commissioner of the State of Nevada. The effectiveness of the Conversion Plan also is conditioned on the simultaneous completion by the Company of an initial public offering of common stock. At the effective time of the Conversion Plan, EMHC will change its name to ''Employers Holdings, Inc.''

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(unaudited)

(in thousands)

	As of September 30, 2006	As of December 31, 2005
Assets		
Available for Sale:		
Fixed maturity investments at fair value (amortized cost $1,456,165 and $1,330,452)	$ 1,463,313	$ 1,334,594
Equity securities at fair value (cost $184,515 and $186,352)	259,502	246,171
Short-term investments (at cost or amortized cost, which approximates fair value)	7,973	15,006
Total investments	1,730,788	1,595,771
Cash and cash equivalents	65,965	61,083
Accrued investment income	16,587	14,296
Premiums receivable, less bad debt allowance of $8,527 and $6,617	51,040	59,811
Reinsurance recoverable for:		
Paid losses	11,539	10,942
Unpaid losses less allowance of $1,276 at each period	1,104,795	1,140,224
Funds held by or deposited with reinsureds	104,860	114,175
Deferred policy acquisition costs	13,801	12,961
Deferred income taxes, net	64,494	73,152
Property and equipment, net	12,318	10,115
Other assets	13,516	1,699
Total assets	$ 3,189,703	$ 3,094,229
Liabilities and equity		
Claims and policy liabilities:		
Unpaid losses and loss adjustment expenses	$ 2,315,559	$ 2,349,981
Unearned premiums	78,330	80,735
Policyholders' dividends accrued	1,082	880
Total claims and policy liabilities	2,394,971	2,431,596
Commissions and premium taxes payable	7,369	11,265
Federal income taxes payable	41,708	19,869
Accounts payable and accrued expenses	12,415	13,439
Deferred reinsurance gain – LPT Agreement	447,795	462,409
Other liabilities	12,390	11,044
Total liabilities	2,916,648	2,949,622
Commitments and contingencies		
Equity:		
Retained earnings	219,520	103,032
Accumulated other comprehensive income, net	53,535	41,575
Total equity	273,055	144,607
Total liabilities and equity	$ 3,189,703	$ 3,094,229

See accompanying notes

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

(unaudited)

(in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2006	2005	2006	2005
Revenues:				
Net premium earned	$ 95,990	$ 109,566	$ 300,137	$ 331,066
Net investment income	17,237	13,620	49,715	39,520
Realized gains (losses) on investments	2,758	(2,373)	5,660	(2,496)
Other income	1,451	1,014	3,694	2,929
Total revenues	117,436	121,827	359,206	371,019
Expenses:	)			

Losses and loss adjustment expenses	(34,753	53,572	95,745	208,246
Commission expense	11,878	12,736	36,762	36,859
Underwriting and other operating expense	22,637	13,891	59,151	47,726
Total expenses	(238)	80,199	191,658	292,831
Net income before income taxes	117,674	41,628	167,548	78,188
Income tax expense	40,682	8,860	51,060	15,083
Net income	$ 76,992	$ 32,768	$ 116,488	$ 63,105

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(unaudited)

(in thousands)

	Nine Months Ended September 30,	
	2006	2005
Operating activities		
Net income	$ 116,488	$ 63,105
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,726	1,554
Amortization of premium (discount) on investments, net	4,072	4,900
Allowance for doubtful accounts – premiums receivable	1,910	1,891
Deferred income tax expense (benefit)	2,445	(1,394)
Realized (gains) losses on investments	(5,660)	2,496
Change in operating assets and liabilities:		
Accrued investment income	(2,291)	(1,605)
Premiums receivable	6,861	4,271
Reinsurance recoverable on paid and unpaid losses	34,832	17,438
Funds held by or deposited with reinsureds	9,315	16,268
Unpaid losses and loss adjustment expenses	(34,422)	103,374
Unearned premiums	(2,405)	4,058
Federal income taxes payable	21,839	(3,323)
Accounts payable, accrued expenses and other liabilities	322	(5,996)
Deferred reinsurance gain – LPT Agreement	(14,614)	(15,530)
Other	(16,354)	(6,927)
Net cash provided by operating activities	125,064	184,580
Investing activities		
Purchase of fixed maturities	(381,350)	(376,849)
Purchase of equity securities	(11,054)	(13,801)
Proceeds from sale of fixed maturities	131,141	185,131
Proceeds from sale of equity securities	18,489	15,474
Proceeds from maturities and redemptions of investments	127,521	29,221
Capital expenditures and other, net	(4,929)	(7,113)
Net cash used in investing activities	(120,182)	(167,937)
Net increase in cash and cash equivalents	4,882	16,643
Cash and cash equivalents at the beginning of the period	61,083	60,414
Cash and cash equivalents at the end of the period	$ 65,965	$ 77,057

See accompanying notes.

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EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2006

1. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

EIG Mutual Holding Company (EMHC) and subsidiaries (collectively, the Company) is engaged in the commercial property and casualty insurance industry, specializing in workers' compensation products and services. The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) and include all normal recurring adjustments, which the Company considers necessary for a fair presentation of the results of such periods. All significant intercompany transactions and balances have been eliminated in consolidation.

Refer to the audited consolidated financial statements and related notes for the year ended December 31, 2005 for additional details of the Company's financial position, as well as a description of the accounting policies which have been continued without material change. The details in the notes have not changed except as a result of normal transactions in the interim period and the events mentioned in the footnotes below.

In accordance with Statement of Financial Accounting Standards (SFAS) No. 131, *Disclosures About Segments of an Enterprise and Related Information*, the Company considers an operating segment to be any component of its business whose operating results are regularly reviewed by the Company's chief operating decision maker to make decisions about resources to be allocated to the segment and assess its performance based on discrete financial information. Currently, the Company has one operating segment, workers' compensation insurance and related services.

Estimates and Assumptions

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited financial statements and the reported amounts of

revenue and expenses during the reporting period. As a result, actual results could differ from these estimates. The most significant areas that require management judgment are the estimate of the unpaid losses and loss adjustment expenses, evaluation of reinsurance recoverables, recognition of premium revenue, deferred policy acquisition costs, deferred income taxes and the valuation of investments.

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

1. Basis of Presentation and Summary of Significant Accounting Policies (continued)

New Accounting Standards

In November 2005, the Financial Accounting Standards Board (FASB) issued FASB Staff Position (FSP) FAS Nos. 115-1 and FAS 124-1, *The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments* (FSP 115-1). In 2004, the Emerging Issues Task Force (EITF) issued EITF 03-1, *The Meaning of Other-than-Temporary Impairment and its Application to Certain Investments*, to provide detailed guidance on when an investment is considered impaired, whether that impairment is other-than-temporary, how to measure the impairment loss and disclosures related to impaired securities. Because of concerns about the application of the guidance of EITF 03-1 that described whether an impairment is other-than-temporary, the FASB deferred the effective date of that portion of the guidance. FSP 115-1 nullifies EITF 03-1 guidance on determining whether an impairment is other-than-temporary, and effectively retains the previous guidance in this area, which requires a careful analysis of all pertinent facts and circumstances. In addition, the FSP generally carries forward EITF 03-1 guidance for determining when an investment is impaired, how to measure the impairment loss and what disclosures should be made regarding impaired securities. The FSP is effective for reporting periods beginning subsequent to December 15, 2005. The Company's current analysis of impaired investments is consistent with the provisions of FSP 115-1. Therefore, the adoption of FSP 115-1 on January 1, 2006 did not have a significant impact on the Company's consolidated financial position and results of operations.

In July 2006, the FASB issued FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* (FIN 48). Among other things, FIN 48 creates a model to address uncertainty in tax positions and clarifies the accounting for income taxes by prescribing a minimum recognition threshold which all income tax positions must achieve before being recognized in the financial statements. In addition, FIN 48 requires expanded annual disclosures, including a tabular rollforward of the beginning and ending aggregate unrecognized tax benefits as well as specific detail related to tax uncertainties for which it is reasonably possible the amount of unrecognized tax benefit will significantly increase or decrease within twelve months. FIN 48 is effective for the Company on January 1, 2007. Any differences between the amounts recognized in the statement of financial position prior to the adoption of FIN 48 and the amounts reported after adoption are generally accounted for as a cumulative-effect adjustment recorded to the beginning balance of retained earnings. The Company is currently evaluating the impact of FIN 48, however it is not expected to have a material impact on the Company's consolidated financial position and results of operations.

2. Income Taxes

The difference between the statutory federal tax rate of 35% and the Company's effective tax rate on income before tax as reflected in the consolidated statements of income was as follows:

	Nine Months Ended September 30,	
	2006	2005
	(in thousands)	
Expense computed at statutory rate	$ 58,642	$ 27,366
Dividends received deduction and tax-exempt interest	(6,567)	(4,717)
LPT Agreement	(5,115)	(5,435)
Pre-Privatization reserve adjustments	2,676	(2,219)
Conversion costs	1,235	—
Other	189	88
Income taxes	$ 51,060	$ 15,083

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Liability for Unpaid Losses and Loss Adjustment Expenses

The following table represents a reconciliation of changes in the liability for unpaid losses and loss adjustment expenses (LAE) for the nine months ended September 30:

	2006	2005
	(in thousands)	
Beginning of year	$ 2,349,981	$ 2,284,542
Reinsurance recoverable for incurred but unpaid losses and LAE	(1,141,500)	(1,194,728)
Beginning balance, net of reinsurance	1,208,481	1,089,814
Incurred losses and LAE net of reinsurance related to:		
Current period	192,080	250,370
Prior period	(81,721)	(26,594)
Total incurred loss and LAE, net of reinsurance	110,359	223,776
Loss and LAE payments, net of reinsurance, related to:		
Current period	25,556	25,061
Prior period	83,796	77,878
Total losses and LAE payments, net of reinsurance	109,352	102,939
Balance, net of reinsurance, September 30	1,209,488	1,210,651
Reinsurance recoverable for incurred but unpaid losses and LAE	1,106,071	1,177,265
Balance, September 30	$ 2,315,559	$ 2,387,916

The above table excludes the impact of the amortization of the deferred gain—LPT Agreement and the reduction of the ceded reserves on the LPT Agreement (refer to Note 4). The Company amortized $14.6 million and $15.5 million of the deferred gain for the nine months ended September 30, 2006 and 2005, respectively,

which are reflected in loss and LAE incurred in the consolidated statements of income. There was no additional adjustment to the LPT Agreement's deferred gain related to development in the direct reserves subject to the LPT Agreement.

Estimates of incurred losses and LAE attributable to insured events of prior periods decreased due to continued favorable development in losses for such prior accident years (actual losses paid and current projections of unpaid losses were less than the Company originally anticipated). The reduction in the liability for unpaid losses and LAE was $81.7 million and $26.6 million for the nine months ended September 30, 2006 and 2005, respectively.

The major sources of this favorable development have been: actual paid losses have been less than expected, recalibration of selected patterns of claims emergence and claim payment used in the projection of future loss payment have been less than expected. In California, in particular, where the Company's operations began on July 1, 2002, management's initial expectations of both the ultimate level of its losses and patterns of loss emergence and loss payment necessarily were based on benchmarks derived from analyses of historical insurance industry data in California, as no historical data from the Company's insurance subsidiaries existed, and although some historical data was available for the prior periods of some of the market segments the Company entered in California, that data was limited as to the number of loss reserve evaluation points available. The industry-based benchmarks were adjusted judgmentally for the anticipated impact of significant environmental changes, specifically the enactment of major changes to the statutory workers' compensation benefit structure and the manner in which claims are administered and adjudicated in California. The actual emergence and payment of California claims by the Company's California insurance subsidiary has been more favorable than those initial expectations, due at least in part to what the Company believes are the impact of enactment of the major changes in

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

3. Liability for Unpaid Losses and Loss Adjustment Expenses (continued)

the California environment. Other insurance companies writing California workers' compensation insurance also have experienced emergence and payment of claims more favorable than anticipated.

At each evaluation date, the projected claim activity underlying the prior loss reserves has been replaced by the actual claim activity, and the expectation of future emergence and payment of California claims underlying the actuarial projections was reevaluated during 2006 and 2005 based both on the Company's insurance subsidiaries' emerging experience and on updating the benchmarks that are derived from observing and analyzing the insurance industry data for California workers' compensation. The change in incurred loss and LAE attributable to prior periods attributable to business outside Nevada, predominantly California, was $86.0 million and $15.7 million for the nine months ended September 30, 2006 and 2005, respectively.

The Company continues to develop its own loss experience and will rely more on its experience and less on historical industry data in projecting its reserve requirements as such data becomes available. As the actual experience of the Company emerges, it will continue to evaluate prior estimates, which may result in additional adjustments in reserves.

4. LPT Agreement

The Company is a party to a 100% quota share retroactive agreement (the LPT Agreement) under which $1.525 billion in liabilities for the incurred but unpaid losses and LAE related to claims incurred prior to July 1, 1995 were reinsured for consideration of $775 million. The LPT Agreement provides coverage up to $2.0 billion. The initial deferred gain resulting from the LPT Agreement was recorded as a liability in the accompanying consolidated balance sheets and is being amortized using the recovery method over the period the underlying reinsured claims are paid. The Company amortized $14.6 million and $15.5 million of the deferred gain for the nine months ended September 30, 2006 and 2005, respectively. The adjustments to the deferred gain are recorded in losses and LAE incurred in the accompanying consolidated statements of income. The remaining deferred gain was $447.8 million and $462.4 million as of September 30, 2006 and December 31, 2005, respectively, which is included in the accompanying consolidated balance sheets as deferred reinsurance gain—LPT Agreement.

5. Plan of Conversion and Initial Public Offering

On August 17, 2006, the Company's Board of Directors adopted a plan to convert EMHC from a mutual insurance holding company to a stock company, which authorized management to implement a plan for conversion of the Company (the Conversion Plan). Upon conversion, all the membership interests of the members of EMHC will be extinguished, and eligible members will receive compensation in exchange for the extinguishment of their membership interests. Their compensation will be in the form of common stock, cash or a combination thereof. The Conversion Plan will not, in any way, change premiums or affect policy benefits or other policy obligations of EICN to its policyholders.

Under Nevada insurance law, the Conversion Plan also requires the approval of eligible members and the Insurance Commissioner of the State of Nevada. The effectiveness of the Conversion Plan also is conditioned on the simultaneous completion by the Company of all initial public offering of common stock. At the effective time of the Conversion Plan, EMHC will change its name to ‘‘Employers Holdings, Inc.’’

6. Other Comprehensive Income

Comprehensive income encompasses all changes in equity (except those arising from transactions with policyholders) and includes net income and changes in net unrealized investment gains and losses on

EIG MUTUAL HOLDING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

6. Other Comprehensive Income (continued)

investment securities available for sale, net of taxes. The following table summarizes the components of accumulated other comprehensive income as of September 30:

	2006	2005
	(in thousands)	

Net unrealized gain on investment, before taxes	$ 82,135	$ 64,308
Deferred tax expense	(28,600)	(22,508)
Total accumulated other comprehensive income, net of taxes	$ 53,535	$ 41,800

The following table summarizes the change in the components of other comprehensive income for the nine months:

	2006	2005
	(in thousands)	
Unrealized gains (losses) arising during the period, before taxes	$ 23,833	$ (6,367)
Less: income tax expense (benefit)	8,194	(2,229)
Unrealized gains (losses) arising during the period, net of taxes	15,639	(4,138)
Less reclassification adjustment:		
Gains (losses) realized in net income	5,660	(2,496)
Income tax expense (benefit)	1,981	(874)
Reclassification adjustment for gains (losses) realized in net income	3,679	(1,622)
Other comprehensive income (loss)	11,960	(2,516)
Net income	116,488	63,105
Total comprehensive income	$ 128,448	$ 60,589

7. Subsequent Events

Litigation

On October 10, 2006, a complaint was filed in the second judicial district court of the State of Nevada. The complaint alleges, among other things, that in 1999 the Nevada Legislature unconstitutionally transferred the assets, liabilities and operations of the State Industrial Insurance System (SIIS) to the Company effective January 1, 2000. The complaint contends that although the Nevada Constitution requires that the assets that were transferred to the Company by SIIS be held in trust, the Company has falsely and knowingly claimed that (i) it had and has legal title to these assets, and (ii) it was not and is not a trustee with respect to such assets. Although the complaint does not specify the amount of money damages that it seeks, the complaint does seek money damages for the State of Nevada in an amount equal to three times the amount of all funds transferred to the Company as well as three times the amount of all rents, profits and income from the funds so transferred. The complaint also seeks declaratory relief and an accounting. The Company believes that it has meritorious defenses to all of the claims. On November 20, 2006, the Company moved to dismiss the complaint in its entirety and with prejudice. No hearing has yet been set on that motion.

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PART II
INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

Set forth below is a table of the registration fee for the Securities and Exchange Commission, the filing fee for the National Association of Securities Dealers, Inc., the listing fees for the New York Stock Exchange and estimates of all other expenses to be incurred in connection with the issuance and distribution of the securities described in this Registration Statement, other than underwriting discounts and commissions:

Securities and Exchange Commission registration fee	$ 30,812
NASD fee	29,296
New York Stock Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers

Upon effectiveness of its conversion from a mutual insurance holding company to a stock corporation, the Registrant will be a Nevada stock corporation. Section 78.7502 of the Nevada Revised Statutes (the ‘‘NRS’’) permits a corporation to indemnify any person who was or is a party or is threatened to be made a party in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (except an action by or in the right of the corporation), by reason of being or having been an officer, director, employee or agent of the corporation or serving in certain capacities at the request of the corporation. Indemnification may include attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person to be indemnified. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of being or having been an officer, director, employee or agent of the corporation or serving in certain capacities at the request of the corporation except that indemnification may not be made for any claim, issue or matter as to which such a person has been finally adjudged by a court of competent jurisdiction to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that, in view of all the circumstances, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. In either case, however, to be entitled to indemnification, the person to be indemnified must not be found to have breached his or her fiduciary duties with such breach involving intentional misconduct, fraud or a knowing violation of the law or must have acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 78.7502 of the NRS also provides that to the extent a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any such action, he or she must be indemnified by the corporation against expenses, including attorneys' fees actually and reasonably incurred in connection with the defense.

Section 78.751 of the NRS permits a corporation, in its articles of incorporation, by-laws or other agreement, to provide for the payment of expenses incurred by an officer or director in defending any civil

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or criminal action, suit or proceeding as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that the person is not entitled to indemnification.

Section 78.752 of the NRS permits a corporation to purchase and maintain insurance or make other financial arrangements on behalf of the corporation's officers, directors, employees or agents, or any persons serving in certain capacities at the request of the corporation, for any liability and expenses incurred by them in their capacities as officers, directors, employees or agents or arising out of their status as such, whether or not the corporation has the authority to indemnify him, her or them against such liability and expenses.

The Registrant's amended and restated articles of incorporation require it, in addition to any other rights of indemnification to which the officers or directors may be entitled, to pay the expenses incurred by its officers and directors in defending a civil or criminal action, suit or proceeding, involving alleged acts or omissions of such officer or director in his or her official capacity as such expenses are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Registrant. Additionally, the Registrant's bylaws require it, subject to certain exceptions, to indemnify its officers and directors to the fullest extent permitted by Nevada law.

The employment agreements that the Registrant or a subsidiary thereof have entered into with certain of their respective employees generally provide for indemnification of such employees to the fullest extent permitted by Nevada law and the articles of incorporation and bylaws of such companies. Additionally, each employee is generally entitled to have the Registrant pay all expenses, including fees of an attorney selected and retained by the Registrant to represent the employee, actually and necessarily incurred by the employee in connection with the defense of any act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

To the extent that the board of directors or stockholders of the Registrant may in the future wish to limit or repeal the ability to indemnify our directors, officers and employees, such repeal or limitation may not be effective as to directors and officers who are currently parties to the aforementioned employment agreements because their rights to full protection are contractually assured by such agreements. It is anticipated that similar agreements may be entered into, from time to time, with the Registrant's or the Registrant's subsidiaries' future directors, officers, managers and employees.

The Registrant also maintains, at its expense, a policy of insurance that insures the Registrant's directors and officers, subject to customary exclusions and deductions, against specified liabilities which may be incurred by such individuals in those capacities.

Item 15. Recent Sales of Unregistered Securities

Upon the effective date of the plan of conversion, all of the membership interests of the Registrant's members will be extinguished and members who are eligible under Nevada law to receive compensation in exchange for the extinguishment of their membership interests in the conversion will receive an aggregate of approximately 34.4 million shares of the Registrant's common stock. Exemption from registration under the Securities Act of 1933, as amended (the ‘‘Securities Act’’), for this distribution of the Registrant's common stock to members will be claimed under Section 3(a)(10) of the Act based on the Nevada Commissioner of Insurance's approval of the terms and conditions of the plan of conversion, after a hearing upon the fairness of the plan of conversion at which all persons to whom it is proposed to issue securities in the plan of conversion shall have the right to appear.

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Item 16. Exhibits

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement
2.1†	Amended and Restated Plan of Conversion and the Amended and Restated Exhibits thereto
3.1*	Amended and Restated Articles of Incorporation of Employers Holdings, Inc.(1)
3.2*	Amended and Restated By-laws of Employers Holdings, Inc.(1)
4.1*	Form of Common Stock Certificate
5.1*	Opinion of Lionel Sawyer & Collins
10.1*	Quota Share Reinsurance Agreement, dated as of June 30, 1999, between State Industrial Insurance System of Nevada, D.B.A.: Employers Insurance Company of Nevada and the various Reinsurers as identified by the Interests and Liabilities Agreements attached thereto (referred to in the prospectus forming a part of this Registration Statement as the ‘‘LPT Agreement’’)(2)
10.2*	Producer Agreement, dated as of May 1, 2005, between Employers Compensation Insurance Company and Automatic Data Processing Insurance Agency, Inc. (referred to in the prospectus forming a part of this Registration Statement as the ‘‘ADP Agreement’’)(2)
10.3*	Joint Marketing and Network Access Agreement, dated as of January 1, 2006, between Employers Insurance Company of Nevada and Blue Cross of California, BC Life & Health Insurance Company, and Comprehensive Integrated Marketing Services (together with the agreement forming Exhibit 10.4 hereto, referred to in the prospectus forming a part of this Registration Statement as the ‘‘Wellpoint Agreement’’)(2)
10.4*	Joint Marketing and Network Access Agreement, dated as of July 1, 2006, between Employers Insurance Company of Nevada and Blue Cross of California, BC Life & Health Insurance Company, and Comprehensive Integrated Marketing Services (together with the agreement forming Exhibit 10.3 hereto, referred to in the prospectus forming a part of this Registration Statement as the ‘‘Wellpoint Agreement’’)(2)
10.5†	Employment Agreement, dated as of January 1, 2006, between Employers Insurance Company of Nevada and Ann W. Nelson
10.6†	Employment Agreement, dated as of January 1, 2006, between Employers Insurance Company of Nevada and Lenard T. Ormsby
10.7†	Employment Agreement, dated as of January 1, 2006, between Employers Insurance Company of Nevada and Martin J. Welch
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10.9†	Employment Agreement, dated as of February 1, 2006, between Employers Insurance Company of Nevada and Douglas D. Dirks
10.10†	EIG Mutual Holding Company Executive Bonus Plan
10.11*	Employers Holdings, Inc. Incentive Bonus Plan
10.12*	Employers Holdings, Inc. Equity and Incentive Plan

21.1† Subsidiaries of Employers Holdings, Inc.(1)

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Exhibit No.	Description of Exhibit
23.1*	Consent of Lionel Sawyer & Collins (included in the opinion to be filed as Exhibit 5.1 hereto)
23.2†	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
23.3†	Consent of Towers, Perrin, Forster & Crosby, Inc.
24.1†	Powers of Attorney (included on the signature page)

* To be filed by amendment.

† Filed herewith.

(1) Employers Holdings, Inc. is the name that EIG Mutual Holding Company will adopt upon consummation of its conversion to a stock corporation.

(2) Confidential treatment has been requested for certain confidential portions of this exhibit; these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Item 17. Undertakings

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issues.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on December 4, 2006.

EMPLOYERS HOLDINGS, INC.

By: /s/ Douglas D. Dirks
Name: Douglas D. Dirks
Title: Chief Executive Officer

In accordance with the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates stated. Each person whose signature appears below constitutes and appoints William E. Yocke and Lenard T. Ormsby and each of them severally, as his or her true and lawful attorney-in-fact and agent, each acting along with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) and exhibits to the Registration Statement on Form S-1, and to any registration statement filed under Securities and Exchange Commission Rule 462, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Robert J. Kolesar Robert J. Kolesar	Chairman of the Board	December 4, 2006
/s/ Douglas D. Dirks Douglas D. Dirks	President and Chief Executive Officer, Director (Principal Executive Officer)	December 4, 2006
/s/ William E. Yocke William E. Yocke	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	December 4, 2006
/s/ Richard W. Blakey Richard W. Blakey	Director	December 4, 2006
/s/ Valerie R. Glenn Valerie R. Glenn	Director	December 4, 2006
/s/ Rose E. McKinney-James Rose E. McKinney-James	Director	December 4, 2006

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Signature	Title	Date
/s/ Ronald F. Mosher Ronald F. Mosher	Director	December 4, 2006
/s/ Katherine W. Ong Katherine W. Ong	Director	December 4, 2006
/s/ Michael D. Rumbolz Michael D. Rumbolz	Director	December 4, 2006
/s/ John P. Sande III John P. Sande III	Director	December 4, 2006
/s/ Martin J. Welch Martin J. Welch	Director	December 4, 2006

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† Filed herewith.

(1) Employers Holdings, Inc. is the name that EIG Mutual Holding Company will adopt upon consummation of its conversion to a stock corporation.

(2) Confidential treatment has been requested for certain confidential portions of this exhibit; these confidential portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission.

Exhibit 2.1

PLAN OF CONVERSION

OF

EIG MUTUAL HOLDING COMPANY

Adopted August 17, 2006

and

Amended and Restated on October 3, 2006

This Plan of Conversion is subject to initial approval by the Commissioner of the Nevada Department of Insurance pursuant to NRS 693A.455.

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EXHIBITS

PLAN OF CONVERSION OF
EIG MUTUAL HOLDING COMPANY

This Plan of Conversion has been unanimously approved and adopted by the Board of Directors of EIG Mutual Holding Company, a Nevada mutual insurance holding company ("EIG Mutual Holding"), at a meeting duly called and held on August 17, 2006 (the "Adoption Date") and has been amended and restated by unanimous vote of the Board of Directors of EIG Mutual Holding at a meeting duly called and held on October 3, 2006. All capitalized terms used in this Plan of Conversion and not otherwise defined shall have the respective meanings assigned to them in Article I below.

PREAMBLE

Currently, EIG Mutual Holding owns one hundred percent (100%) of the outstanding voting stock of Employers Insurance Group, Inc., a Nevada intermediate stock holding company ("Employers Insurance Group"), which, in turn, owns one hundred percent (100%) of the outstanding voting stock of Employers Insurance Company of Nevada, a Nevada stock workers compensation insurance company ("EICN"), which was reorganized pursuant to an Amended and Restated Plan of Reorganization adopted September 9, 2004 and amended November 8, 2004 (the "Plan of Reorganization").

The Board of Directors and management of EIG Mutual Holding have concluded that the demutualization of EIG Mutual Holding would further the organization's strategic goals and plans by, among other things, providing EIG Mutual Holding with more diversified access to capital and enhanced structural flexibility. A demutualization also will provide the Eligible Members of EIG Mutual Holding with Common Stock and/or cash in exchange for extinguishment of their Membership Interests in EIG Mutual Holding as set forth herein and will increase EIG Mutual Holding's financial resources and ability to invest in future growth. Because mutuality has not been a critical component of EICN's culture, branding or product marketing and distribution, the Board of Directors believes that the loss of EIG Mutual Holding's mutuality will not be detrimental to EICN's business, operations or franchise.

On the Effective Date, EIG Mutual Holding will convert (the "Conversion") into a Nevada stock corporation ("Converted EIG Mutual Holding"), and its Articles of Incorporation will be amended and restated as provided herein, pursuant to the provisions of the Nevada Revised Statutes ("NRS") 693A.400 to 693A.540 inclusive and this Plan of Conversion. Pursuant to this Plan of Conversion, at the Effective Time, all Membership Interests of Members of EIG Mutual Holding will be extinguished and Eligible Members will become entitled to receive Common Stock and/or cash as set forth in Article XI. The Conversion will not, in any way, change premiums or affect policy benefits or other policy obligations of EICN to its Policyholders under existing policies.

The Board of Directors has unanimously determined that this Plan of Conversion (i) is fair and equitable to the Eligible Members, (ii) is in the best interest of EIG Mutual Holding and (iii) satisfies the requirements of NRS 693A.440. As a result, the Board of Directors has

directed that this Plan of Conversion, together with the Exhibits attached hereto, be submitted to the Commissioner for approval pursuant to NRS 693A.445. The Board of Directors has also directed that this Plan of Conversion be submitted to Members of EIG Mutual Holding for approval pursuant to NRS 693A.460 and the applicable provisions of EIG Mutual Holding's bylaws.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Plan of Conversion:

"Adoption Date" means August 17, 2006, the date on which the Board of Directors unanimously adopted a resolution in accordance with NRS 693A.420 and NRS 693A.430 initially proposing, approving and adopting this Plan of Conversion, including the proposed amendments to EIG Mutual Holding's Articles of Incorporation set forth in Exhibit A hereto.

"Allocable Shares" means, subject to Section 11.1(h), 50,000,000 shares of Common Stock, to be allocated as described in Article X.

"Allocation Premium" shall have the meaning set forth in Section 10.3(d) hereof.

"Board of Directors" means the Board of Directors of EIG Mutual Holding.

"Calculation Date" means September 30, 2006.

"Cash Election Shares" means all Allocable Shares with respect to which an Eligible Member has made a valid cash election in accordance with Section 11.1.

"Certificate of Authority" means the amended certificate of authority issued by the Commissioner pursuant to NRS 693A.470 in order to effectuate this Plan of Conversion, which shall include the amendments thereto contemplated by Section 2.10.

"Closed Block" means the accounting mechanism and procedure established by EICN pursuant to Section 12.5 of this Plan of Conversion.

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

"Commissioner" means the Nevada Commissioner of Insurance.

"Common Stock" means the common stock, par value $0.01 per share, of Converted EIG Mutual Holding.

"Company Records" means the books and records of EIG Mutual Holding, Converted EIG Mutual Holding or EICN, as applicable.

"Contract Rights" means the right of an Owner to receive (i) the insurance coverage specified in its Policy in accordance with the terms and provisions thereof and (ii) policyholder dividends, on those Policies with dividend participation provisions, if and when declared by EICN's board of directors in accordance with the terms and provisions of such Policy.

"Conversion" shall have the meaning set forth in the Preamble hereof.

"Converted EIG Mutual Holding" shall have the meaning set forth in the Preamble hereof.

"Effective Date" means the date upon which the Conversion becomes effective through the issuance by the Commissioner of the Certificate of Authority pursuant to NRS 693A. 470, and which shall be the same date as the date of closing of the IPO.

"Effective Time" means 12:01 a.m., Pacific Standard Time or Pacific Daylight Time, as the case may be, in Reno, Nevada on the Effective Date, or such later time as set forth in the Amended and Restated Articles of Incorporation to be filed by EIG Mutual Holding pursuant to Section 2.5 hereof.

"EICN" means Employers Insurance Company of Nevada, a Nevada stock insurance company.

"EIG Mutual Holding" means EIG Mutual Holding Company, a Nevada mutual insurance holding company.

"Elective Cash Requirements" means the aggregate dollar amount of cash necessary for EIG Mutual Holding to fund all elections for cash pursuant to Section 11.1(a).

"Eligible Member" means a Person who is (or, collectively, the Persons who are) on the Adoption Date the Owner of one or more In Force Policies as reflected in the Company Records, and who therefore has a Membership Interest in EIG Mutual Holding on the Adoption Date, in accordance with NRS 693A.420 and NRS 693A.430, and is therefore entitled to vote at the Special Meeting in accordance with NRS 693A.460 and to receive Common Stock and/or cash as consideration in the Conversion in accordance with NRS 693A.440.

"Employers Insurance Group" means Employers Insurance Group, Inc., a Nevada intermediate stock holding company.

"Equity and Incentive Plan" shall have the meaning set forth in Section 12.1(b) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Officer" means any person holding the title of Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Executive Vice President, Chief Administrative Officer, Chief Information Officer, Chief Underwriting Officer, Chief Claims Officer, Regional President or Senior Vice President, or any functionally equivalent title(s).

"Fixed Allocation Percentage" shall have the meaning set forth in Section 10.3(d) hereof.

"GAAP" means generally accepted accounting principles.

"In Force" shall have the meaning set forth in Section 9.3 hereof.

"Independent Policyholder Director" means the Person appointed to the Board of Directors of EIG Mutual Holding pursuant to Section 10.01(b) of the Plan of Reorganization.

"IPO" means the initial public offering of the Common Stock of Converted EIG Mutual Holding to be completed as contemplated by Section 3.1 hereof.

"IPO Stock Price" means the price per share at which the Common Stock is sold to the public in the IPO.

"Mandatory Cash Requirements" means the aggregate dollar amount of cash necessary for EIG Mutual Holding to (i) fund the mandatory cash payments for Eligible Members described in paragraphs (b) and (c) of Section 11.1, and (ii) pay all fees and expenses incurred by EIG Mutual Holding, Employers Insurance Group or EICN, respectively, in connection with the Conversion and the IPO (other than any underwriting commissions).

"Member" means, as of any date, a Person who is (or, collectively, the Persons who are) on such date the Owner of one or more Policies which is (are) In Force on such date as reflected in the Company Records.

"Member Allocation Percentage" shall have the meaning set forth in Section 10.3(d) hereof.

"Member Allocable Shares" shall have the meaning set forth in Section 10.3 hereof.

"Member Information Statement" means the Member Information Statement of EIG Mutual Holding, including all annexes thereto, containing information relevant to this Plan of Conversion and the Special Meeting and to be delivered to the Members of EIG Mutual Holding in connection with their vote with respect to this Plan of Conversion as contemplated by Article VII hereof.

"Member Policy Endorsement" means any existing endorsement to a Policy that provides that the Policyholder has a Membership Interest in and/or is a Member of, or otherwise has any voting or other rights in or with respect to, EIG Mutual Holding.

"Membership Interests" means those rights, excluding Contract Rights, in EIG Mutual Holding prior to the Effective Time that are conferred by law, the Plan of Reorganization and/or EIG Mutual Holding's Articles of Incorporation and Bylaws, which may include, but are not limited to (i) the right to vote at annual and special meetings of Members, (ii) the right to share in distributions of, or to receive consideration for, assets in a liquidation and dissolution, (iii) the right to receive consideration in a demutualization in accordance with NRS 693A.400 to

693A.540 inclusive, and (iv) the right to receive Member dividends as, if and when declared by the Board of Directors and approved by the Commissioner.

"MHC Order" means the Order of the Commissioner, dated November 29, 2004, approving the Plan of Reorganization.

"Morgan Stanley" means Morgan Stanley & Co. Incorporated.

"Net Cash Proceeds" means the cash proceeds of the IPO received by Converted EIG Mutual Holding, net of all underwriting commissions, without taking into account any proceeds received pursuant to the exercise of any Underwriters' Over Allotment Option.

"Net Earned Premium" shall have the meaning set forth in Section 10.3(d) hereof.

"Net Policy Premium" shall have the meaning set forth in Section 10.3(d) hereof.

"NRS" means the Nevada Revised Statutes.

"Owner" means, with respect to any Policy, the Person or Persons specified or determined pursuant to Section 9.2 hereof.

"Person" means an individual, partnership, firm, association, corporation, joint-stock company, limited liability company, trust, government or governmental agency, state or political subdivision of a state, public or private corporation, board, association, estate, trustee or fiduciary, or any similar entity. A Person who is an Owner of Policies in more than one legal capacity (e.g., trustee under separate trusts) shall be deemed to be a separate Person in each such capacity.

"Per Share Cash Amount" shall have the meaning set forth in Section 11.1(e) hereof.

"Plan of Conversion" means this Plan of Conversion, including all schedules and exhibits hereto, as it may be amended from time to time in accordance with Section 12.6 hereof.

"Plan of Reorganization" means EICN's Amended and Restated Plan of Reorganization adopted September 9, 2004 and amended November 8, 2004.

"Policy" shall have the meaning set forth in Section 9.1 hereof.

"Policyholder" means, as of any date, a Person who is (or collectively, the Persons who are) on such date the Owner of one or more In Force Policies as reflected in the Company Records.

"Premium Allocation Percentage" shall have the meaning set forth in Section 10.3(d) hereof.

"Public Hearing" means the public hearing to be conducted by the Commissioner, or her designated hearing officer, pursuant to the provisions of NRS 693A.450, relative to this Plan of Conversion.

"Record Date" shall have the meaning set forth in Section 7.1 hereof.

"Record Date Member" shall have the meaning set forth in Section 7.1 hereof.

"SAP" means statutory accounting principles prescribed by the State of Nevada.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Share Pool" shall have the meaning set forth in Section 12.3 hereof.

"Special Meeting" means the meeting of Members of EIG Mutual Holding to vote on this Plan of Conversion, including the Amended and Restated Articles of Incorporation of Converted EIG Mutual Holding in the form attached hereto as Exhibit A, and any adjournments, postponements or continuations of such meeting.

"State" means any state, territory or insular possession of the United States of America and the District of Columbia.

"Tenure Allocation Percentage" shall have the meaning set forth in Section 10.3(d) hereof.

"Tillinghast" means the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc.

"Total Tenure Days" shall have the meaning set forth in Section 10.3(d) hereof.

"Underwriters' Over Allotment Option" means the option (if any) granted by Converted EIG Mutual Holding to the underwriters to purchase additional shares of Common Stock under certain conditions set forth in an agreement to be entered into between EIG Mutual Holding and the representatives of the underwriters in the IPO.

"Variable Allocation Percentage" shall have the meaning set forth in Section 10.3(d) hereof.

"Voting Procedures" means the voting procedures adopted by the Board of Directors and attached hereto as Exhibit G.

ARTICLE II
THE CONVERSION

Section 2.1 The Conversion. At the Effective Time, in accordance with the terms of this Plan of Conversion and by operation of NRS 693A.400 to 693A.540 inclusive, EIG Mutual Holding will convert to and become a Nevada stock corporation. The corporate

existence of EIG Mutual Holding before, at and after the Effective Time will continue without interruption in accordance with NRS 693A.485, and the Conversion in no way shall annul, modify or change any of EIG Mutual Holdings' existing suits, rights, contracts or liabilities, except as provided in this Plan of Conversion or in any order issued by the Commissioner with respect to this Plan of Conversion pursuant to NRS 693A.400 to 693A.540, inclusive. From and after the Effective Time, Converted EIG Mutual Holding shall no longer be a mutual insurance holding company within the meaning of NRS 693A.560.

Section 2.2 Extinguishment of Membership Interests in EIG Mutual Holding. At the Effective Time, the Membership Interests held by Members in EIG Mutual Holding will be extinguished, and Eligible Members will have the right to receive consideration in exchange for such extinguishment in accordance with the provisions of Article XI hereof.

Section 2.3 Effective Date. The Conversion shall become effective as of the Effective Time on the IPO closing date, which also shall be the date on which the Commissioner issues the Certificate of Authority to EICN in accordance with NRS 693A.470. Following satisfaction of the conditions set forth in Article VIII, EIG Mutual Holding shall file a certificate with the Commissioner stating that all of the conditions set forth in this Plan of Conversion have been satisfied so as to enable the Commissioner to issue the Certificate of Authority effective as of the IPO closing date.

Section 2.4 Tax. For U.S. federal income tax purposes, it is intended that the Conversion shall qualify as a reorganization under Section 368(a) of the Code, and this Plan of Conversion is intended to be, and is hereby, adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

Section 2.5 Articles of Incorporation and Bylaws of EIG Mutual Holding. At the Effective Time, the Articles of Incorporation and Bylaws of EIG Mutual Holding shall be amended and restated in the forms attached hereto as Exhibits A and B, respectively, and shall become the Articles of Incorporation and Bylaws of Converted EIG Mutual Holding. From and after the Effective Time, the name of Converted EIG Mutual Holding as set forth in its Amended and Restated Articles of Incorporation shall be "Employers Holdings, Inc." Prior to the Effective Time, the Board of Directors shall take such action as is necessary to effectuate such amendments as of the Effective Time (including filing the Amended and Restated Articles of Incorporation with the Secretary of State of Nevada).

Section 2.6 Directors and Officers. From and after the Effective Time, the persons serving as directors and officers of EIG Mutual Holding immediately prior to the Effective Time shall continue to serve in such capacities with Converted EIG Mutual Holding until their successors shall have been duly elected and qualified pursuant to Converted EIG Mutual Holding's Articles of Incorporation and Bylaws. As of the Effective Time, (i) a majority of the members of the Board of Directors, and all of the members of the Board of Directors serving on the audit, compensation and nominating and governance committees of the Board of Directors, shall be Persons who meet the independence requirements of the securities exchange on which the Common Stock is listed (without regard to any transition period provided for therein), and (ii) all of the members of the compensation committee also shall be Persons who are "non-employee directors" within the meaning of Rule 16b-3 promulgated by the SEC under

the Exchange Act and who are "outside directors" within the meaning of Treasury Regulation 1.162-27(e)(3)(i) (without regard to any transition period provided for therein).

Section 2.7 Plan of Reorganization. From and after the Effective Time, (i) none of EIG Mutual Holding, Employers Insurance Group or EICN or any of their successors shall have any further or continuing obligations under or pursuant to the Plan of Reorganization, including without limitation, Sections 2.02, 2.03, 2.06, 2.07, 2.11, 5.02, 5.03, 10.01, 10.05, 10.06 and 10.07 thereof, which shall have no further force or effect and shall be superseded by this Plan of Conversion and the final order issued by the Commissioner pursuant to NRS 693A.470(1), and (ii) paragraphs 2 and 3 of the MHC Order shall have no further force or effect and shall be superseded by this Plan of Conversion and the final order issued by the Commissioner pursuant to NRS 693A.470(1).

Section 2.8 Articles of Incorporation and Bylaws of Employers Insurance Group. At the Effective Time, the Articles of Incorporation and Bylaws of Employers Insurance Group shall be amended and restated in the forms attached hereto as Exhibits C and D, respectively. From and after the Effective Time, the name of Employers Insurance Group as set forth in its Amended and Restated Articles of Incorporation shall be "Employers Group, Inc." Prior to the Effective Time, EIG Mutual Holding and Employers Insurance Group shall take such action as is necessary to effectuate such amendments as of the Effective Time (including filing the Amended and Restated Articles of Incorporation with the Secretary of State of Nevada). From and after the Effective Time, Employers Insurance Group shall no longer be an intermediate stock holding company within the meaning of NRS 693A.555.

Section 2.9 Bylaws of EICN. At the Effective Time, the Bylaws of EICN shall be amended and restated in the form attached hereto as Exhibit E. Prior to the Effective Time, EIG Mutual Holding and EICN shall take such action as is necessary to effectuate such amendments as of the Effective Time.

Section 2.10 Certificate of Authority. In connection with the completion of the Conversion, EICN shall submit an application pursuant to NRS 680A.170 to amend its certificate of authority to provide that EICN will be licensed as a property and casualty insurance company authorized to write workers' compensation insurance in Nevada, and the Certificate of Authority to be issued to effect the Conversion as contemplated by Section 2.3 hereof shall include the amendments contemplated by such application to the extent so approved by the Commissioner in accordance with applicable Nevada Law.

ARTICLE III
INITIAL PUBLIC OFFERING

Section 3.1 Initial Public Offering.

(a) Converted EIG Mutual Holding shall cause the closing of the IPO to occur on the Effective Date. The effective time of the closing of the IPO shall be 10:00 a.m. New York time on the Effective Date or as soon as practicable thereafter on the Effective Date following the Effective Time. As of the date of this Plan of Conversion, in accordance with NRS 693A.440(2)(e), the range of shares of Common Stock of Converted EIG Mutual Holding

currently projected to be issued to Eligible Members in the Conversion is between 20,000,000 and 33,000,000 shares, and the range of shares of Common Stock currently projected to be sold or reserved for sale to investors in the IPO is between 20,000,000 and 33,000,000 shares (not including any shares issuable upon exercise of any Underwriters' Over Allotment Option). These preliminary ranges of shares were determined based upon facts and circumstances as of the Adoption Date and assumptions made as of the Adoption Date regarding, among other things, the number of Eligible Members electing to receive cash consideration in the Conversion, the expenses to be incurred by EIG Mutual Holding in connection with the Conversion and the IPO and the size of the IPO. The actual number of shares of Common Stock to be issued in the Conversion and the IPO could differ, perhaps significantly, from these preliminary ranges.

(b) In connection with the IPO, Converted EIG Mutual Holding shall arrange for the listing of the Common Stock on a national securities exchange and shall use reasonable efforts to maintain the listing for so long as Converted EIG Mutual Holding is a publicly traded company. Other than ordinary course book entry sale and transfer procedures to be provided by the transfer agent of Converted EIG Mutual Holding pursuant to the transfer agent's direct registration (book entry) system, Converted EIG Mutual Holding shall not have any obligation to provide a procedure for the sale by Eligible Members of any shares of Common Stock.

(c) EIG Mutual Holding shall use its reasonable best efforts to ensure that the managing underwriters for the IPO conduct the offering process in a manner that is generally consistent with customary practices for similar offerings (including, but not limited to, customary practices with respect to the marketing and promotion of the IPO and the terms of the underwriting agreement with respect to the IPO). EIG Mutual Holding shall provide the Nevada Division of Insurance and its advisors a reasonable opportunity to review and provide comment on the underwriting agreement with respect to the IPO. A pricing committee of the Board of Directors of EIG Mutual Holding shall determine the IPO Stock Price, provided that the IPO Stock Price is within a range approved by the Board of Directors or is expressly approved by the Board of Directors. The members of the pricing committee shall be the Chief Executive Officer of EIG Mutual Holding, the Independent Policyholder Director of EIG Mutual Holding, and one or more other directors, each of whom shall be "independent" under the rules of the national securities exchange on which the Common Stock is to be traded and one of whom shall serve as the Chairperson of the committee. No employee, officer or director of or legal counsel to any of the underwriters for the IPO shall serve on such committee. The Nevada Division of Insurance and its advisors shall be permitted to monitor and review the IPO process in accordance with such terms and procedures as EIG Mutual Holding shall agree to in writing. EIG Mutual Holding shall not enter into an underwriting agreement for the IPO unless it is notified that the Commissioner has received confirmation from her financial advisor to the effect that EIG Mutual Holding and the underwriters for the IPO have complied in all material respects with the requirements of this Section 3.1(c).

(d) The gross proceeds of the IPO shall be not less than $125 million. The Net Cash Proceeds must, at a minimum, be sufficient to fund the Mandatory Cash Requirements in full, and the Net Cash Proceeds shall be used first for that purpose. Any Net Cash Proceeds that remain after the Mandatory Cash Requirements have been funded in full shall be used next to fund the Elective Cash Requirements in accordance with Section 11.1. If the Net

Cash Proceeds are sufficient to fund both the Mandatory Cash Requirements and the Elective Cash Requirements in full, Converted EIG Mutual Holding may retain up to $25 million of any Net Cash Proceeds that remain for working capital, payment of future dividends on the Common Stock, repurchases of shares of Common Stock and other general corporate purposes, and any remaining Net Cash Proceeds in excess of such $25 million limit may be contributed to EICN.

(e) Notwithstanding any other provision of this Plan of Conversion to the contrary, if the Board of Directors or the Pricing Committee of EIG Mutual Holding determines, in its sole discretion and after receiving the advice of the managing underwriters of the IPO, that completion of the IPO at an offering amount that exceeds the amount necessary to fully fund the Mandatory Cash Requirements and the Elective Cash Requirements is advisable or appropriate in connection with seeking to optimize the marketing of the IPO and the aftermarket performance of the Common Stock, some or all of the Net Cash Proceeds remaining after the Mandatory Cash Requirements and the Elective Cash Requirements have been funded in full may be used to pay cash consideration to Eligible Members not electing cash, in accordance with Section 11.1(e) below, but only if the amount of Net Cash Proceeds so utilized for such purpose does not exceed an aggregate amount equal to (1) $225 million less (2) the sum of (i) the total amount of the Elective Cash Requirements plus (ii) the amount, if any, of the Net Cash Proceeds retained by Converted EIG Mutual Holding and EICN in accordance with Section 3.1(d).

(f) The net proceeds of any Underwriters' Over Allotment Option shall be used first to fund (in accordance with Section 11.1(d)) that portion, if any, of the Elective Cash Requirements that is not funded in full by the Net Cash Proceeds to the extent required by Section 3.1(d). Converted EIG Mutual Holding may retain and use any amount of the net proceeds from the exercise of any Underwriters' Over Allotment Option that is not needed to fund the Elective Cash Requirements for working capital, payment of future dividends on the Common Stock, repurchases of shares of Common Stock and other general corporate purposes, and may use any or all of such amount to pay additional cash consideration in accordance with Section 11.1(e).

ARTICLE IV
BENEFITS AND DISADVANTAGES/RISKS OF THE CONVERSION

Section 4.1 Benefits. The Board of Directors has determined that this Plan of Conversion is fair and equitable to the Eligible Members, is in the best interest of EIG Mutual Holding and will provide benefits to EIG Mutual Holding in that it will provide (i) direct economic benefits to Eligible Members, (ii) maximum financial flexibility and access to capital, (iii) the broadest range of alternatives in effecting business combinations, (iv) an enhanced ability to attract and compensate management and employees, (v) a broad overall corporate presence in the public markets, and (vi) a more customary and less cumbersome corporate structure. These benefits to EIG Mutual Holding and its Members include:

(a) *Direct Economic Benefits to Eligible Members.* Upon the Effective Date, Eligible Members will have the right to receive cash and/or Common Stock in exchange for extinguishment of their Membership Interests. To the extent Eligible Members receive Common Stock, they will have voting rights and a continued economic interest in Converted EIG Mutual Holding. To the extent Eligible Members receive cash, they will not be

subject to the risk of future fluctuations in the market value of the Common Stock of Converted EIG Mutual Holding. All Eligible Members will have the ability to redeploy into their own businesses the value realized in the Conversion.

(b) *Maximum Financial Flexibility and Access to Capital*. Conversion to a publicly-traded stock corporation will provide enhanced access to capital for Converted EIG Mutual Holding through the ability to issue equity securities in the public markets without limitations on the percentage of voting stock that it may issue, as is currently the case with Employers Insurance Group. Converted EIG Mutual Holding will be better able to manage its capital structure by accessing the public capital markets more quickly and efficiently as needs arise and by engaging in share repurchases and paying shareholder dividends when appropriate.

(c) *Broadest Range of Alternatives in Effecting Business Combinations*. Conversion to a stock corporation will provide Converted EIG Mutual Holding greater organizational flexibility to pursue growth through mergers, business combinations and other strategic alliances that may help Converted EIG Mutual Holding execute its business plan and compete more effectively in the future. The range of potential merger and acquisition opportunities in the public company merger market is generally broader than the range of merger and acquisition opportunities in the mutual-to-mutual merger market. The ability to use listed stock of Converted EIG Mutual Holding as acquisition currency could provide additional opportunities to make acquisitions of stock companies on a tax-efficient basis and without significant regulatory capital implications. Enhanced access to public equity and debt markets also provides a means of more efficiently funding cash acquisitions.

(d) *Enhanced Ability to Attract and Compensate Management and Employees*. The Conversion will enable Converted EIG Mutual Holding to offer stock-based compensation and incentive plans to employees, officers and directors. EIG Mutual Holding believes that the flexibility to grant stock-based compensation could enhance Converted EIG Mutual Holding's ability to attract and retain qualified employees, officers and directors, whose dedication and service will benefit Converted EIG Mutual Holding and its stockholders. Stock-based compensation plans can provide an efficient alignment of interests between a company's management and its owners and can be a more cost-effective form of compensation than cash plans.

(e) *Broadens Company's Overall Corporate Presence*. By becoming a publicly-traded company, Converted EIG Mutual Holding will expand its overall corporate presence and visibility. An expanded public presence and visibility can help motivate management and employees and attract and retain talented personnel, and could provide Converted EIG Mutual Holding with exposure to a broader range of opportunities for growth.

(f) *Optimizes Corporate Structure*. Mutuality has not been a critical component of EICN's culture, branding or product marketing and distribution, and the Conversion will eliminate a more cumbersome corporate structure that is not optimal for future growth and replace it with a structure that is more customary and familiar to investors and the public.

Section 4.2 Disadvantages/Risks. The Board of Directors has determined that this Plan of Conversion is fair and equitable to Eligible Members and is in the best interest of EIG Mutual Holding. However, potential or perceived disadvantages/risks arising out of this Plan of Conversion include:

(a) *Significant One-Time and Ongoing Costs.* The process involved in completing the Conversion and the IPO will entail significant one-time costs as well as the ongoing costs associated with being a public company. EIG Mutual Holding will pay significant fees to its legal, financial and actuarial advisors as well as the advisors of the Nevada Division of Insurance, and will incur substantial costs in seeking regulatory approval of the Plan of Conversion and in preparing EIG Mutual Holding to become public. The ongoing costs of complying with securities, corporate governance and other laws and regulations applicable to public companies are expected to be significant.

(b) *Increased Scrutiny and Transparency to Competitors*. As a public company, Converted EIG Mutual Holding will face heightened focus on its business, operations, and financial reporting, and the disclosure requirements applicable to public companies will result in greater transparency to competitors of Converted EIG Mutual Holding's business and financial condition and loss of confidentiality of certain information.

(c) *Increased Pressure to Focus on Short-Term Goals*. As a publicly-traded company, Converted EIG Mutual Holding will be subject to significant scrutiny from investors, the analyst community and the general public, and management and the board of directors of Converted EIG Mutual Holding will face increased pressure to focus on achieving short-term operating and financial goals. Research analysts will publish quarterly earnings estimates for Converted EIG Mutual Holding, and Converted EIG Mutual Holding will face pressure to provide guidance on near-term earnings, meet analysts' earnings targets and manage investor expectations on an ongoing basis. Failure to meet such targets and expectations can have an adverse financial impact on stockholders, including Eligible Members who receive Common Stock as part of the Conversion.

(d) *Substantial Demands on Management.* The Conversion could involve a lengthy regulatory approval process and can be expected to dominate management's time and attention for a significant period of time pending completion. Management's focus on the regulatory, accounting, actuarial, legal, and financial issues relative to the Conversion will divert management's focus away from running the business of EIG Mutual Holding in the near term. In the long term, management will face additional responsibilities associated with managing a publicly-traded company.

(e) *Loss of Remaining Attributes of Mutuality*. As a result of this Plan of Conversion, EIG Mutual Holding will lose its mutuality and the characteristics associated with such mutuality. Although Eligible Members receiving Common Stock will have voting rights and a continued economic interest in Converted EIG Mutual Holding, Members who are not Eligible Members (i.e., any Members who became Members after the Adoption Date) and Eligible Members receiving cash would not be able to realize any benefit from a future increase in the value of Converted EIG Mutual Holding nor would they continue to have any voting rights with respect to Converted EIG Mutual Holding. Unlike with a mutual insurance holding

company structure, where policyholders by law retain indirect voting control of the reorganized stock insurance company, policyholders as a group would surrender indirect voting control of EICN as and when shares of stock representing more than fifty percent (50%) of the voting securities of Converted EIG Mutual Holding become beneficially owned by individuals or institutions who are not policyholders.

(f) *Loss of Ability to Merge with Mutual Company.* Following completion of the Conversion, Converted EIG Mutual Holding will no longer have the ability to merge with another mutual insurance holding company or to acquire a mutual insurance company, except through an affiliation with or a sponsored demutualization of such other company. As the insurance industry consolidates and competition for the decreasing number of attractive acquisition and affiliation candidates intensifies, the Conversion could further limit the universe of potential candidates available for mergers or strategic alliances with Converted EIG Mutual Holding.

(g) *Potential Litigation Concerning Reorganization.* Some, but not all, mutual insurance holding companies that have demutualized or proposed to demutualize have been subject to litigation claims associated with the terms of the demutualization and/or the manner in which approval for the demutualization was sought and obtained. There can be no assurance that litigation relating to this Plan of Conversion will not be brought, or, if brought, would not delay or impede consummation of this Plan of Conversion. Furthermore, defending against any such litigation can be expected to be costly.

(h) *Loss of Takeover Protection*. The mutual insurance holding company structure provides EIG Mutual Holding with protection from potential takeovers that Converted EIG Mutual Holding will not have after the expiration of the five-year period under NRS 693A.500 (during which no person may acquire or offer to acquire beneficial ownership of five percent (5%) or more of any class of voting securities of Converted EIG Mutual Holding without the prior approval of the Commissioner). As directors of a public corporation, the board of directors of Converted EIG Mutual Holding will have fiduciary duties to its shareholders, and poison pills, classified boards and other forms of takeover protection are increasingly viewed negatively by investors and corporate governance experts.

(i) *More Growth Can Mean Greater Risks*. One purpose of the Conversion is to position Converted EIG Mutual Holding to be able to continue to grow more efficiently and cost-effectively. While growth can contribute to financial strength and profits as a result of synergies and economies of scale, and can lead to more services and products being available to Policyholders, there can be no assurances that such growth will in fact occur. Moreover, growth can mean greater risks to the extent Converted EIG Mutual Holding assumes liabilities as it acquires other companies or books of business.

(j) *No Consideration to Members who are Not Eligible Members.* Members who became Members after the Adoption Date will lose their Membership Interests without receiving consideration for having their Membership Interests extinguished.

ARTICLE V
ALTERNATIVE TO CONVERSION

In accordance with NRS 693A.445, this section provides a comparison of the benefits and risks of a reasonable alternative to the Conversion.

Section 5.1 Benefits to Remaining a Mutual Insurance Holding Company.

The potential benefits of EIG Mutual Holding remaining a mutual insurance holding company include the following:

(a) *Focus on Long-Term Goals*. Mutuality and long-term business focus for the benefit of past, current and future policyholders would be maintained, with little or no outside pressure to focus on short-term financial objectives.

(b) *Preservation of Future Structural Alternatives*. EIG Mutual Holding would not be precluded from pursuing any other structural alternatives at some future time or times, such as a demutualization or conducting a public equity offering of a downstream subsidiary.

(c) *Continuing Ability to Participate in Mutual Mergers*. EIG Mutual Holding would preserve its ability to pursue a merger with another mutual insurance holding company.

(d) *Maintains Current Takeover Protections*. Under the current mutual insurance holding company structure, EIG Mutual Holding is not subject to substantial risk of a hostile takeover, thereby permitting management and the Board of Directors to maintain their focus on managing the business and affairs of the company and its subsidiaries.

(e) *No One-Time or Ongoing Costs*. If it remains a mutual insurance holding company, EIG Mutual Holding would avoid the one-time and ongoing costs associated with the demutualization and the IPO described in Section 4.2(a).

Section 5.2 Disadvantages/Risks. The potential disadvantages/risks of EIG Mutual Holding remaining a mutual insurance holding company include the following:

(a) *Limited Operational and Financial Flexibility*. Access to capital would continue to be somewhat constrained in a mutual insurance holding company structure. Additional capital is primarily available to EIG Mutual Holding through retained earnings and issuance of debt and equity at Employers Insurance Group, the intermediate stock holding company. However, a maximum of 49% of the total voting power of the voting securities of Employers Insurance Group will be available for sale to investors, which could adversely affect the value or marketability of any voting stock offered for sale by Employers Insurance Group. Accordingly, as a mutual insurance holding company, EIG Mutual Holding could find it difficult to raise capital during difficult periods or soft markets.

(b) *No Stock for Acquisition Currency*. As a mutual insurance holding company, EIG Mutual Holding has no stock for use in making acquisitions (other than stock of

Employers Insurance Group, subject to the limitations discussed in the previous paragraph), which means that while EIG Mutual Holding can merge with other mutual insurance holding companies, it is effectively limited to using cash or stock in Employers Insurance Group to acquire stock companies in what *would* therefore be taxable acquisitions. These limitations could significantly limit the universe of potential acquisition targets. Although mutual mergers remain a possibility, such transactions seldom actually occur and generally entail difficult integration issues and significant execution risk.

(c) *Limited Equity-Based Incentive Plans*. EIG Mutual Holding is limited to cash and phantom stock plans in incentive and compensation arrangements and cannot use stock-based incentives to compensate employees, officers and directors (other than through the use of stock of Employers Insurance Group, subject to the limitations discussed in paragraph (a) above). This limitation may hinder EIG Mutual Holding's ability to attract and retain management and employees as it seeks to expand its business and operations in accordance with its strategic plan.

(d) *No Distribution of Value to Members*. No distribution of economic value to Eligible Members in exchange for their otherwise illiquid Membership Interests will occur if EIG Mutual Holding remains a mutual insurance holding company.

(e) *Inability to Realize Potential Benefits of the Mutual Insurance Holding Company Structure*. For reasons beyond its control, EIG Mutual Holding may not avail itself of some or all of the potential benefits of the mutual insurance holding company structure. For example, any decision to issue capital stock or debt securities of Employers Insurance Group would depend upon, among other factors (i) the need for additional capital, (ii) prevailing capital markets conditions, (iii) its operating performance and business prospects, (iv) whether Employers Insurance Group has access to sufficient funds from its subsidiaries to permit it to pay dividends and/or interest, and (v) in the case of stock, obtaining the approval of the Commissioner. An inability to successfully access the capital markets, among other things, could serve to limit the growth potential of EIG Mutual Holding and its subsidiaries, thereby limiting their ability to become more competitive or reducing their competitiveness. Furthermore, few mutual insurance companies that have reorganized into a mutual insurance holding company structure have been able to utilize the structure for engaging in acquisitions or for raising capital in the public markets.

ARTICLE VI
APPROVAL OF THIS PLAN OF CONVERSION BY THE COMMISSIONER

Section 6.1 Application. EIG Mutual Holding will submit to the Commissioner for her approval an application for conversion under the terms of this Plan of Conversion in accordance with NRS 693A.445 and containing the items specified therein.

Section 6.2 Notice of Public Hearing. EIG Mutual Holding shall provide notice of the Public Hearing as required by the Commissioner in accordance with NRS 693A.450.

Section 6.3 Commissioner Approval. This Plan of Conversion is subject to the approval of the Commissioner after the Public Hearing pursuant to NRS 693A.450. The

Commissioner shall issue an order making an initial determination of approval or disapproval in accordance with NRS 693A.455(1) and then a final order in accordance with NRS 693A.470(1).

ARTICLE VII
APPROVAL BY MEMBERS

Section 7.1 Special Meeting. Not less than forty-five (45) days after the date of the Commissioner's preliminary approval of this Plan of Conversion in accordance with NRS 693A.460, or such other time as the Commissioner for good cause establishes, EIG Mutual Holding shall hold the Special Meeting at a time and place to be determined by the Board of Directors. The Board of Directors shall fix a record date (the "Record Date") in accordance with EIG Mutual Holding's Bylaws for purposes of determining the Members (each, a "Record Date Member") entitled to notice of and to vote at the Special Meeting for purposes of the Member approval requirement set forth in Section 2.11 of the Plan of Reorganization. At the Special Meeting, Eligible Members and Record Date Members will be asked to consider and vote upon this Plan of Conversion, including the Amended and Restated Articles of Incorporation of Converted EIG Mutual Holding in the form attached hereto as Exhibit A.

Section 7.2 Voting Procedures. The Board of Directors has adopted the Voting Procedures to govern the vote at the Special Meeting. The Voting Procedures are attached hereto as Exhibit G.

Section 7.3 Notice of Special Meeting; Solicitation of Proxies.

(a) EIG Mutual Holding shall mail notice of the Special Meeting to each Record Date Member, and to each Eligible Member who is no longer a Member on the Record Date, at their respective last known addresses as shown on the Company Records, by first class mail no later than thirty (30) days prior to the date of the Special Meeting. The notice of the Special Meeting shall set forth the date, time, place and purpose of the Special Meeting. In accordance with NRS 693A.460, the notice of the Special Meeting shall include or be accompanied by:

(i) a brief description of this Plan of Conversion;

(ii) a statement that the Commissioner has issued her order making an initial approval of this Plan of Conversion in accordance with NRS 693A.455; and

(iii) a written proxy permitting Eligible Members and Record Date Members to vote for or against this Plan of Conversion.

A form of the Notice of Special Meeting is attached hereto as Exhibit F.

(b) Copies of the following documents shall be provided to each Record Date Member, and to each Eligible Member who is no longer a Member on the Record Date, together with the notice of Special Meeting:

(i) this Plan of Conversion (including all Exhibits hereto); and

(ii) the Member Information Statement.

In addition, each Eligible Member also shall receive an election form permitting such Eligible Member to elect cash consideration in accordance with Section 11.1(a).

(c) EIG Mutual Holding Company will solicit proxies from Eligible Members and Record Date Members to vote on this Plan of Conversion, including the Amended and Restated Articles of Incorporation of Converted EIG Mutual Holding in the form attached hereto as Exhibit A. Any solicitation materials to be distributed to Eligible Members and/or Record Date Members in connection with such solicitation shall be subject to the prior review and approval of the Commissioner.

Section 7.4 Number of Votes per Member. In accordance with NRS 693A.460 and the Bylaws of EIG Mutual Holding, each Member entitled to vote at the Special Meeting will be entitled to one vote with respect to each matter on which such Member is entitled to vote, regardless of the number of Policies such Person holds or may have held on the Adoption Date or on the Record Date (it being understood that a Member that is both an Eligible Member and a Record Date Member shall have one vote with respect to the proposal to approve this Plan of Conversion, including the Amended and Restated Articles of Incorporation of Converted EIG Mutual Holding, but such vote shall be counted for purposes of determining whether each of the two vote requirements set forth in Section 8.2 has been satisfied). A Person who is a Member in more than one legal capacity (e.g., a trustee under separate trusts) shall be deemed a separate Member in each such capacity.

ARTICLE VIII
CONDITIONS TO CONSUMMATION OF THIS PLAN OF CONVERSION

The conditions set forth below must be fulfilled, or, where permissible, waived in order for the Conversion to become effective, provided, however, that none of the conditions in this Article may be waived without the prior written approval of the Commissioner.

Section 8.1 Action by Commissioner. The Commissioner shall have entered an initial order approving the application to convert in accordance with NRS 693A.455 and a final order in accordance with NRS 693A.470(1).

Section 8.2 Approval by Vote of Members. This Plan of Conversion, including the Amended and Restated Articles of Incorporation of Converted EIG Mutual Holding in the form attached hereto as Exhibit A, shall have been approved by (a) the Eligible Members, by the affirmative vote of not less than two-thirds of the Eligible Members voting in person or by proxy at the Special Meeting, in accordance with NRS 693A.460, and (b) the Members, by the affirmative vote of a majority of Record Date Members.

Section 8.3 Other Regulatory Approvals. In addition to the approvals set forth in Sections 8.1 and 8.2, all authorizations, consents, orders or approvals of, or declarations or filings with, and the expiration of all waiting periods imposed by, any court or governmental or regulatory authority or agency, if any, legally required for the consummation of the Conversion shall have occurred or been obtained or made.

Section 8.4 Tax Considerations. EIG Mutual Holding shall have obtained an opinion of Skadden, Arps, Slate, Meagher & Flom LLP or other nationally recognized tax counsel to EIG Mutual Holding, which counsel shall be entitled to rely upon representation letters in form and substance reasonably satisfactory to such counsel, substantially to the effect that (x) Eligible Members receiving solely Common Stock in exchange for their Membership Interests pursuant to the Conversion will not recognize gain or loss for U.S. federal income tax purposes as a result of such deemed exchange and (y) Converted EIG Mutual Holding will not recognize gain or loss for U.S. federal income tax purposes upon the issuance of Common Stock in exchange for Membership Interests pursuant to the Conversion.

Section 8.5 No-Action Letter. EIG Mutual Holding shall have received a favorable "no-action" letter or other exemptive relief from the SEC to the effect that the Common Stock may be distributed to Eligible Members under this Plan of Conversion without registration under the Securities Act, in reliance on the exemption provided under Section 3(a)(10) of that Act, and as to certain other federal securities law matters.

Section 8.6 Effectiveness of Registration Statement. The registration statement with respect to the offering of Common Stock in the IPO shall have been declared effective by the SEC under the Securities Act, no stop order suspending the effectiveness of such registration statement shall have been issued by the SEC, and no proceedings for that purpose shall have been initiated or threatened by the SEC.

Section 8.7 Listing of Common Stock. The shares of Common Stock to be issued to Eligible Members under this Plan of Conversion and to the public in the IPO shall have been approved for listing on the New York Stock Exchange or The NASDAQ Stock Market as of the Effective Date, subject to official notice of issuance.

Section 8.8 No Injunctions. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of any of the transactions contemplated by this Plan of Conversion shall be in effect.

Section 8.9 Minimum Total Consideration. In accordance with NRS Section 693A.440, the total consideration to be provided to Eligible Members pursuant to Articles X and XI of this Plan of Conversion (calculated as the product of (x) the total number of Allocable Shares multiplied by (y) the IPO Stock Price) shall be equal to or greater than the surplus of EICN, as reported on line 35 of the "Liabilities, Surplus and Other Funds" page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing SAP financial statements most recently filed by EICN with the Nevada Division of Insurance prior to the Effective Date.

Section 8.10 Fairness Opinion. EIG Mutual Holding shall have received an opinion of Morgan Stanley, or another nationally-recognized financial advisor, dated as of the Adoption Date and brought down to be current as of the Effective Date, to the effect that:

(a) the consideration to be provided to Eligible Members pursuant to the Plan of Conversion is fair, from a financial point of view, to the Eligible Members, as a group; and

(b) the total consideration to be provided to the Eligible Members of EIG Mutual Holding pursuant to the Plan of Conversion (calculated as the product of (x) the total number of Allocable Shares multiplied by (y) the IPO Stock Price) will be equal to or greater than the surplus of EICN, as reported on line 35 of the "Liabilities, Surplus and Other Funds" page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing SAP financial statements most recently filed by EICN with the Nevada Division of Insurance prior to the Effective Date.

Section 8.11 Actuarial Opinion. EIG Mutual Holding shall have received an opinion of Robert F. Conger, Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries, and a Consultant with Tillinghast, dated as of the Adoption Date and brought down to be current as of the Effective Date, to the effect that:

(a) all methodologies and formulas used to allocate the consideration among Eligible Members are reasonable; and

(b) the allocation of consideration resulting from such methodologies and formulas is fair and equitable to Eligible Members, from an actuarial perspective.

Section 8.12 Board and Committee Composition. EIG Mutual Holding shall have taken such action as is necessary so that as of the Effective Time the composition of the Board of Directors of Converted EIG Mutual Holding and the audit, compensation and nominating and governance committees thereof, satisfies the requirements specified in the last sentence of Section 2.6 above.

ARTICLE IX
POLICIES

Section 9.1 Policies.

(a) For the purposes of this Plan of Conversion, the term "Policy" means each original workers' compensation insurance policy that has been issued by EICN, including any binder or renewal certificate issued by EICN in the course of business.

(b) The following policies and contracts shall be deemed not to be Policies for purposes of this Plan of Conversion:

(i) any reinsurance assumed by EICN as a reinsurer on an indemnity basis (but policies reinsured and assumed by EICN by novation may constitute Policies if they otherwise fall within the definition of Policies as provided in Section 9.1(a)); and

(ii) any policy issued by EICN and ceded to another insurance company via assumption reinsurance and resulting in the novation of any such policy by any such insurance company.

Section 9.2 Determination of Ownership. The "Owner" of a Policy as of any date specified in the Plan of Conversion shall be determined in good faith by EIG Mutual Holding on the basis of Company Records, in accordance with the following provisions:

(a) The Owner of a Policy shall be the Person to whom, or in whose name, the Policy was issued or written, as shown on the Company Records. Where the Company Records indicate that more than one Policy that was In Force on the Adoption Date or on the Record Date, as the case may be, was issued in the same taxpayer identification number, the Person or Persons to whom or in whose name(s) such Policies were issued or written, as shown on the Company Records, shall be deemed to be one and the same Owner of all such Policies, and all such Persons shall be deemed to be one Policyholder and one Member.

(b) Notwithstanding anything to the contrary contained in this Plan of Conversion, for purposes of the calculations set forth in Section 10.3, an Eligible Member shall be deemed to be the Owner of all Policies that were issued in the same taxpayer identification number as the taxpayer identification number associated with the Policy or Policies that were issued to or in the name of such Eligible Member and that were In Force on the Adoption Date, as shown on the Company Records. Where the Company Records reflect a change of ownership of a Policyholder by virtue of a change in a Policyholder's taxpayer identification number, but such change was solely the result of a change of the Policyholder's form of organization (partnership, corporation or limited liability company, for example) and did not also involve either a change in the actual owner or owners of the Policyholder itself or a new underwriting decision by EICN with respect to the Policy, as would be evidenced by a change in account number, then the Policyholders shall be treated as one and the same Policyholder for purposes of Section 10.3.

(c) For purposes of determining the Owner of any Policy, no effect shall be given to any assignment of such Policy unless such assignment has been effected in accordance with the terms of such Policy, including providing any required notice to and/or obtaining any required consent of EICN in connection therewith.

(d) Except as otherwise set forth in this Article IX, the identity of the Owner of a Policy shall be determined without giving effect to any interest of any other Person in such Policy.

(e) In no event may there be more than one Owner of a Policy, although more than one Person may constitute a single Owner. If a Person owns a Policy with one or more other Persons, they will constitute a single Owner with respect to the Policy.

(f) In any situation not expressly covered by the foregoing provisions of this Section 9.2, the Policyholder, as reflected on the Company Records, and as determined in good faith by EIG Mutual Holding, shall, subject to a contrary decision by the Commissioner pursuant to Section 9.2(h), conclusively be presumed to be the Owner of such Policy for

purposes of this Section 9.2 and, except for administrative errors, EIG Mutual Holding shall not be required to examine or consider any other facts or circumstances.

(g) The mailing address of an Owner as of any date for purposes of the Plan of Conversion shall be the Owner's last known address as shown on the Company Records as of such date.

(h) Any dispute as to the identity of the Owner of a Policy or the right of any Person to vote or receive consideration in respect of this Plan of Conversion shall be resolved in accordance with the provisions of this Section 9.2, the other applicable provisions of this Plan of Conversion and such other procedures as may be acceptable to the Commissioner.

Section 9.3 In Force. A Policy shall be deemed to be in force ("In Force") as of any date if, as shown on Company Records (i) (A) such Policy has been issued and is in effect on such date or (B) such Policy has not been issued as of such date but (x) has an effective date on or before such date and (y) EICN's administrative office has received with respect to such Policy on or before such date either (xx) an application complete on its face or (yy) payment of full initial premium (or such lesser amount required by the terms of such Policy or EICN's normal administrative procedures) and sufficient information to effect a contract of insurance according to EICN's normal administrative procedures for coverage to be effective, provided that any Policy referred to in this clause (B) is issued as applied for, and (ii) such Policy has not expired or been cancelled or otherwise terminated; provided, that a Policy shall be deemed to be In Force after lapse or cancellation for nonpayment of premiums until the expiration of any applicable grace period (or other similar period however designated in such Policy) during which, in accordance with the terms of such Policy or EICN's normal administrative procedures and past practice, the Policy either remains in full force or may be reinstated retroactive to the lapse or cancellation date upon payment in full of the unpaid premium amount due; provided, further, that in no event shall any such retroactive reinstatement be made with respect to any Policy following the Adoption Date (1) unless the Policyholder has certified that no claims were made with respect to, and no other workers compensation insurance policy was purchased by the Policyholder during, the intervening period prior to reinstatement, (2) unless EICN shall have confirmed by review of the public records of the Department of Industrial Relations that the Policyholder did not purchase workers compensation coverage during the intervening period prior to reinstatement, and (3) at any time later than 10 days after the date on which the Policyholder's policy would have lapsed or been cancelled, unless approved by the Commissioner.

ARTICLE X

FAIR MARKET VALUE AND SURPLUS DETERMINATION; ALLOCATION METHODOLOGY

Section 10.1 Determination of Fair Market Value. The fair market value of EIG Mutual Holding will be determined for purposes of NRS 693A.440(2)(b), through use of the IPO Stock Price, as an amount equal to the product of (x) the IPO Stock Price multiplied by (y) the aggregate number of Allocable Shares. EIG Mutual Holding, with guidance from the lead underwriters of the IPO, will determine the IPO Stock Price based on (i) the supply and demand

dynamics of the public market, (ii) a review by the underwriters of EIG Mutual Holding's business and financial outlook, (iii) current trading multiples of comparable companies, (iv) analyses by the investment banking teams and equity research analysts of the lead underwriters, and (v) any other factors that EIG Mutual Holding and the underwriters deem to be relevant. An estimated range of offering prices per share will be included on the cover of the preliminary prospectus distributed to investors in advance of the pricing of the IPO. Prior to pricing the IPO, the underwriters will receive indications of interest from potential investors and will review and assess them. The underwriters then will review the order book with the pricing committee of the Board of Directors of EIG Mutual Holding and will recommend a public offering price designed to optimize the offering proceeds and favorable aftermarket performance.

Section 10.2 Determination of Surplus. For purposes of NRS 693A.440(2)(b) and this Plan of Conversion, references in NRS 693A.400 to NRS 693A.540, inclusive, to the surplus of the converting mutual or the fair market value of the surplus of the converting mutual shall mean the surplus of EICN, as reported on line 35 of the "Liabilities, Surplus and Other Funds" page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing SAP financial statements most recently filed by EICN with the Nevada Division of Insurance prior to the Effective Date.

Section 10.3 Allocation of Allocable Shares.

(a) Solely for purposes of calculating the amount of consideration to be distributed to each Eligible Member, each Eligible Member shall be allocated (but not necessarily issued) a number of shares of Common Stock from the total Allocable Shares in accordance with this Section 10.3. The actual form of consideration (shares and/or cash) to be received by each Eligible Member shall be determined in accordance with Article XI.

(b) Each Eligible Member shall be allocated out of the total Allocable Shares a number of shares of Common Stock (such shares are Eligible Member's "Member Allocable Shares") equal to the product obtained by multiplying (x) such Eligible Member's Member Allocation Percentage by (y) the total number of Allocable Shares, and rounding such product to a whole number of shares. Such rounding shall be conducted consistently among all Eligible Members and in such a manner as to minimize the difference between (1) the sum total of the Member Allocable Shares of all Eligible Members, as so calculated, and (2) the total number of Allocable Shares, but the sum of the Member Allocable Shares for all Eligible Members will not necessarily be equal to (but will not be materially less than) the total number of Allocable Shares, as a result of such rounding (provided, that in no event shall the product of (x) the sum of the Member Allocable Shares for all Eligible Members, multiplied by (y) the IPO Stock Price, be less than the surplus of EICN, as reported on line 35 of the "Liabilities, Surplus and Other Funds" page (or the comparable line item, if different, of the form currently in use at the relevant time) of the annual or quarterly statutory statement (as the case may be) containing SAP financial statements most recently filed by EICN with the Nevada Division of Insurance prior to the Effective Date). The allocation methodology as set forth in this Section 10.3 is described and discussed in the Actuary's Report on Allocation Methodology attached hereto as Exhibit H.

(c) All determinations with respect to those Policies of which an Eligible Member shall be deemed to be an Owner for purposes of the calculations set forth in this Section 10.3 shall be made by EIG Mutual Holding in good faith in accordance with this Section 10.3 and Section 9.2(b) and shall be conclusive and binding.

(d) The following terms shall have the meanings set forth below:

"Allocation Premium" means, with respect to an Eligible Member, the total sum of the Net Earned Premium for all Policies of which such Eligible Member is or was the Owner that were In Force at any time during the period beginning on and including January 1, 2001 and ending on and including the Adoption Date, as determined by EIG Mutual Holding in good faith based upon the Company Records as of the Calculation Date.

"Fixed Allocation Percentage" means, with respect to each Eligible Member, the product, rounded to ten decimal places, of (x) 0.20 multiplied by (y) the quotient expressed as a percentage and rounded to ten decimal places, obtained by dividing (1) 1.0, by (2) the total number of Eligible Members.

"Member Allocation Percentage" means, with respect to each Eligible Member, the sum of such Eligible Member's (x) Fixed Allocation Percentage, and (y) Variable Allocation Percentage.

"Net Earned Premium" means, with respect to a Policy, the pro-rata portion of the Net Policy Premium, pro-rated to the number of days that the Policy was effective that fall within the period beginning on and including January 1, 2001 and ending on and including the Adoption Date.

"Net Policy Premium" means (a) the premium for a Policy for which a final payroll audit has been completed, and (b) the estimated annual premium for a Policy for which a final payroll audit has not been completed, in each case for the entire effective period of the Policy, as determined by EIG Mutual Holding in good faith based upon the Company Records as of the Calculation Date; provided, however, that for a Policy subject to a retrospective rating plan, any additional premium or return premium attributable to the retrospective rating and invoiced, paid or credited by EICN to or for the Policy as of the Calculation Date shall be included within the calculation of Net Policy Premium. Net Policy Premium shall not be reduced by any amounts that EICN has paid to reinsurers.

"Premium Allocation Percentage" means, with respect to each Eligible Member, the product, rounded to ten decimal places, of (x) 0.35 multiplied by (y) the quotient, expressed as a percentage and rounded to ten decimal places, obtained by dividing (1) such Eligible Member's Allocation Premium by (2) the sum total of all Allocation Premiums for all Eligible Members.

"Tenure Allocation Percentage" means, with respect to each Eligible Member, the product, rounded to ten decimal places, of (x) 0.45 multiplied by (y) the quotient, expressed as a percentage and rounded to ten decimal places, obtained by dividing (1) such Eligible Member's Total Tenure Days, by (2) the sum total of all Total Tenure Days for all Eligible Members.

"Total Tenure Days" means, with respect to an Eligible Member, the total number of days within the period beginning with and including January 1, 2000 and ending with and including the Adoption Date during which such Eligible Member was the Owner of one or more In Force Policies, as determined by EIG Mutual Holding in good faith based upon the Company Records as of the Calculation Date.

"Variable Allocation Percentage" means, with respect to each Eligible Member, the sum of such Eligible Member's (x) Premium Allocation Percentage, and (y) Tenure Allocation Percentage.

ARTICLE XI

CONSIDERATION FORM AND DISTRIBUTION TO ELIGIBLE MEMBERS

Section 11.1 Consideration Form and Distribution.

(a) Each Eligible Member, other than those described in paragraphs (b) and (c) of this Section 11.1, shall be issued a number of shares of Common Stock equal to the number of shares allocated to such Eligible Member in accordance with Section 10.3, unless (1) such Eligible Member has affirmatively elected, on a form provided to such Eligible Member that has been properly completed and received by EIG Mutual Holding prior to the date of the Special Meeting referred to in Section 7.1, to receive cash in lieu of receiving Common Stock, in which case, subject to Section 11.1(d), such Eligible Member shall not be issued shares of Common Stock and shall instead be paid cash in an amount equal to the number of shares allocated to such Eligible Member in accordance with Section 10.3 multiplied by the IPO Stock Price, or (2) pursuant to Sections 3.1(e) and 3.1(f) above and Section 11.1(e) below, such Eligible Member will receive cash in lieu of Common Stock in respect of some number of the shares allocated to such Eligible Member in accordance with Section 10.3, in which case the number of shares of Common Stock to be issued and the amount of cash to be paid to such Eligible Member will be determined in accordance with Section 11.1(e).

(b) Any Eligible Member with respect to which EIG Mutual Holding determines in good faith to the satisfaction of the Commissioner that it is not reasonably feasible or appropriate to provide consideration in the form of shares of Common Stock (including without limitation any governmental agency or authority or school district that provides prior to the date of the Special Meeting evidence reasonably satisfactory to EIG Mutual Holding of a legal restriction or limitation on its ability to own or hold shares of Common Stock) shall not be issued shares of Common Stock and shall instead be paid cash in an amount equal to the number of shares allocated to such Eligible Member in accordance with Section 10.3 multiplied by the IPO Stock Price.

(c) Any Eligible Member of a type described in clause (i) or (ii) below shall not be issued shares of Common Stock and shall instead be paid cash in an amount equal to the number of shares allocated to such Eligible Member in accordance with Section 10.3 multiplied by the IPO Stock Price:

(i) an Eligible Member whose address for mailing purposes as shown on Company Records is an address at which mail is undeliverable or deemed to be undeliverable in accordance with guidelines approved by the Commissioner; or

(ii) an Eligible Member whose address for mailing purposes as shown on Company Records is located outside the States of the United States of America.

(d) Notwithstanding any provision to the contrary set forth in this Plan of Conversion, if the Net Cash Proceeds and the net proceeds from the exercise of any Underwriters' Over Allotment Option are not sufficient, after the Mandatory Cash Requirements are satisfied, to fund the Elective Cash Requirements in full, then Converted EIG Mutual Holding shall allocate and pay any proceeds remaining after satisfaction of the Mandatory Cash Requirements (net of any applicable withholding tax) to the Eligible Members electing to receive cash in accordance with Section 11.1(a), pro rata in proportion to the number of Cash Election Shares allocated to such Eligible Members, and shall issue to each such Eligible Member a number of shares of Common Stock equal to (1) the total number of such Eligible Member's Cash Election Shares minus (2) the quotient obtained by dividing the total amount of cash to be allocated and paid to such Eligible Member pursuant to this Section 11.1(d) by the IPO Stock Price; provided, that no fractional shares resulting from the allocation of cash pursuant to this Section 11.1(d) shall be issued to any Eligible Member, and instead, such Eligible Member shall receive the additional fraction of a share of Common Stock necessary to permit such Eligible Member to receive a whole number of shares, and the amount of cash allocated to such Eligible Member shall be reduced by a corresponding amount equal to the product of (x) the IPO Stock Price multiplied by (y) such additional fraction of a share of Common Stock; provided further, that in the event that, after giving effect to the allocation of cash proceeds contemplated by this Section 11.1(d), one or more Eligible Members would be entitled to receive consideration in the form of both cash and Common Stock but the number of shares of Common Stock which such Eligible Member is entitled to receive is less than one hundred (100), then (i) each such Eligible Member shall receive additional shares of Common Stock so that such Eligible Member receives a total of one hundred (100) shares of Common Stock and (ii) the amount of cash allocated to each such Eligible Member pursuant to this Section 11.1(d) shall be reduced by a corresponding amount equal to the product of (x) the IPO Stock Price multiplied by (y) the number of additional shares of Common Stock issued to such Eligible Member pursuant to clause (i). All cash amounts representing a reduction in the cash allocated to an Eligible Member pursuant to the foregoing clause (ii) or to prevent the issuance of fractional shares will revert to Converted EIG Mutual Holding or, if applicable, EICN, in the same manner that excess Net Cash Proceeds are to be retained or contributed pursuant to the last sentence of Section 3.1(d) above.

(e) Notwithstanding any provision to the contrary set forth in this Plan of Conversion, if some amount of the Net Cash Proceeds and/or the net proceeds from the exercise of any Underwriters' Over Allotment Option are to be used to pay cash consideration to Eligible Members not electing cash, as contemplated by Sections 3.1(e) and 3.1(f) of this Plan of Conversion, then the aggregate amount of the Net Cash Proceeds and/or the net proceeds from the exercise of any Underwriters' Over Allotment Option (after satisfaction of the Mandatory Cash Requirements, the Elective Cash Requirements and the amount that Converted EIG Mutual

Holding and EICN elect to retain pursuant to Sections 3.1(d) and 3.1(f)) so used to pay cash consideration shall be allocated and paid to all Eligible Members (other than those required to receive cash pursuant to Sections 11.1(b) and 11.1(c) and those electing to receive cash pursuant to Section 11.1(a)), pro rata in proportion to the number of shares allocated to such Eligible Members in accordance with Section 10.3, and Converted EIG Mutual Holding shall issue to each such Eligible Member a number of shares of Common Stock equal to (1) the number of shares allocated to such Eligible Member in accordance with Section 10.3, minus (2) the quotient obtained by dividing the total amount of cash to be allocated and paid to such Eligible Member pursuant to this Section 11.1(e) by the greater of (A) the IPO Stock Price, and (B) the lesser of the average closing price of the Common Stock on the primary exchange where such Common Stock is listed for the first twenty days during which the Common Stock is traded and 120% of the IPO Stock Price (such greater amount of (A) and (B) above, the "Per Share Cash Amount"); provided, that no fractional shares resulting from the allocation of cash pursuant to this Section 11.1(e) shall be issued to any Eligible Member, and in lieu thereof such Eligible Member shall receive an additional cash amount equal to the product of such fraction multiplied by the Per Share Cash Amount.

(f) Converted EIG Mutual Holding shall make payment of cash consideration (net of any applicable withholding tax) to each Eligible Member entitled to receive cash consideration pursuant to this Section 11.1 by mailing a check to such Eligible Member's address as shown on the Company Records as soon as reasonably practicable after the Effective Date, but in any event no more than fifteen (15) business days (or thirty (30) business days, if either (i) the Net Cash Proceeds are not sufficient to fund the Elective Cash Requirements in full or (ii) cash consideration will be distributed pursuant to Section 11.1(e)) following the Effective Date, unless the Commissioner approves a later date. The consideration payable pursuant to the Plan of Conversion to any Eligible Member with an address at which mail is undeliverable or deemed to be undeliverable in accordance with guidelines approved by the Commissioner shall be subject to applicable escheat and abandoned property laws of Nevada, provided, that Converted EIG Mutual Holding has made good faith attempts to locate such Eligible Members and deliver such consideration to them.

(g) As soon as reasonably practicable following the Effective Date, but in any event no more than fifteen (15) business days (or thirty (30) business days, if either (i) the Net Cash Proceeds are not sufficient to fund the Elective Cash Requirements in full or (ii) cash consideration will be distributed pursuant to Section 11.1(e)) following the Effective Date, unless the Commissioner approves a later date, Converted EIG Mutual Holding shall issue to each Eligible Member entitled to receive shares of Common Stock pursuant to this Article XI, in book-entry form as uncertificated shares, the shares of Common Stock to which such Eligible Member is so entitled, and shall mail to each such Eligible Member's respective address as shown on the Company Records an appropriate notice that a designated number of shares of Common Stock have been registered in the name of such Eligible Member as consideration pursuant to this Plan of Conversion. The notice mailed to each such Eligible Member will include instructions as to how each such Eligible Member may sell the book-entry form shares of Common Stock without receiving a stock certificate. Upon request of the registered holder of such shares issued in book-entry form as uncertificated shares, Converted EIG Mutual Holding shall promptly mail, or otherwise provide or make available a means of providing, a stock certificate representing such shares to the registered holder. The method by which Eligible

Members will be able to sell their book entry form shares of Common Stock through, or obtain their shares by transfer from, the transfer agent shall be described in the Member Information Statement.

(h) In order to effect a filing range (in the registration statement under the Securities Act relating to the IPO) for the IPO Stock Price which EIG Mutual Holding and the managing underwriters of the IPO deem appropriate, EIG Mutual Holding may adjust, by vote of the Board of Directors or a duly authorized committee thereof at any time before the Effective Date and with the prior written approval of the Commissioner, the number of shares of Common Stock set forth in the definition of Allocable Shares.

(i) No Member of EIG Mutual Holding or other Person shall have any preemptive right to acquire shares of Common Stock in connection with this Plan, in the IPO or otherwise.

ARTICLE XII

ADDITIONAL PROVISIONS

Section 12.1 Acquisition of Securities by Certain Officers, Directors and Employees.

(a) Except as otherwise set forth in this Section 12.1 and in Section 12.3, nothing in this Plan of Conversion shall be deemed to prohibit the directors, officers, employees, or agents or employee compensation and benefit plans of EIG Mutual Holding (and, following completion of the IPO and the Conversion, Converted EIG Mutual Holding) or any of its direct or indirect subsidiaries from acquiring, directly or indirectly, any shares of Common Stock (1) as consideration payable to Eligible Members pursuant to this Plan of Conversion, (2) in the open market at then-current market prices, or (3) pursuant to any other transaction not prohibited by this Plan of Conversion.

(b) The Employers Holdings, Inc. Equity and Incentive Plan attached hereto as Exhibit I (the "Equity and Incentive Plan") shall take effect on the Effective Date, and, on the Effective Date, each full-time employee, other than any Executive Officer, of Converted EIG Mutual Holding and its subsidiaries shall receive an option to purchase 300 shares of Common Stock, and each permanent part-time employee of Converted EIG Mutual Holding and its subsidiaries shall receive an option to purchase 150 shares of Common Stock, in each case with an exercise price equal to the IPO Stock Price, with one-third of each of such option grant vesting on each of the first three anniversaries of the Effective Date.

(c) Notwithstanding anything to the contrary contained herein, no director or Executive Officer of Converted EIG Mutual Holding or any of its direct or indirect subsidiaries shall acquire any shares of Common Stock or options or rights to acquire any shares of Common Stock, except to the extent that any such director or Executive Officer receives shares of Common Stock as consideration payable to an Eligible Member pursuant to this Plan of Conversion, until six months following the Effective Date. The restrictions on purchases set forth in this Section 12.1(c) shall apply to any spouse, parent, spouse of a parent, child or spouse

of a child of, or other family member living in the same household with, any director or Executive Officer, and to any entity that is controlled by any director or Executive Officer or any such related person. For purposes of this Section 12.1(c), control of any entity shall mean a fifty percent (50%) or greater ownership, voting or other similar controlling interest in such entity.

Section 12.2 Compensation of Directors, Officers and Employees.

(a) Except as otherwise specifically provided in this Plan of Conversion, no director, officer, employee or agent of EIG Mutual Holding, or any other Person, shall receive any fee, commission or other valuable consideration, other than his or her usual regular salary or other compensation, including incentive compensation in the ordinary course of business, for aiding, promoting or assisting in connection with the transactions contemplated by this Plan of Conversion.

(b) Section 12.2(a) does not prohibit the payment of reasonable fees and compensation to attorneys, accountants, actuaries and investment bankers for services performed in the independent practice of their professions if the Person is also a member of the Board of Directors.

Section 12.3 Stock-Based Compensation Plans. Nothing in this Plan of Conversion shall be deemed to prohibit Converted EIG Mutual Holding or any direct or indirect subsidiary of Converted EIG Mutual Holding from (i) adopting or establishing, or issuing Common Stock in connection with, the Equity and Incentive Plan or any other stock option plan, stock incentive plan or other compensation or incentive plan for directors, officers, employees and/or agents providing for the issuance of, or the granting of awards based upon, shares of Common Stock, (ii) adopting or establishing, or issuing Common Stock in connection with, any employee stock purchase plan or employee stock ownership plan, or (iii) adopting or establishing, or issuing Common Stock in connection with, any savings or other benefit plan established for the benefit of employees of Converted EIG Mutual Holding or any direct or indirect subsidiary thereof or any matching contribution made pursuant to the terms of any such plan, or crediting the account of any participant under any such plan by reference to the value of the Common Stock (including any amendment to any such plan to make Common Stock an investment option or a deemed investment option thereunder); provided, however, that (1) during the first twenty-four (24) months following the Effective Date, the maximum number of shares of Common Stock that may be issued or made subject to awards issued under any and all plans of the type contemplated by the foregoing clauses (i), (ii) and (iii) shall be three percent (3%) of the aggregate number of shares of Common Stock issued and outstanding immediately following the completion of the Conversion and the IPO (including any shares issuable upon exercise of any Underwriters' Over Allotment Option) (the "Share Pool"), unless, within such twenty-four (24) month period, the stockholders of Converted EIG Mutual Holding shall have approved the plan or plans or the amendment or amendments thereto that would effect an increase in the Share Pool, (2) no awards or grants of any stock options, restricted stock or other stock-based awards may be made to any Executive Officer or director of Converted EIG Mutual Holding or any direct or indirect subsidiary thereof prior to the date that is six months after the Effective Date, (3) during the first twenty-four (24) months following the Effective Date, the total value of the stock options, restricted stock or other stock-based awards granted pursuant to the Equity and Incentive Plan to individuals holding the positions of Chief Executive Officer, President, Chief Operating

Officer, Chief Financial Officer, General Counsel, Chief Administrative Officer or Executive Vice President of Corporate and Public Affairs (or any functionally equivalent title(s) adopted in place of such titles after the Adoption Date) of Converted EIG Mutual Holding or EICN may not exceed in the aggregate forty percent (40%) of the total value of the Share Pool (it being understood that in no event shall the limitations of this clause (3) apply to more than a total of six (6) individuals) and (4) during the first twenty-four (24) months following the Effective Date, no more than thirty-three and one-third percent (33 1/3%) of the Share Pool in the aggregate may be awarded in the form of awards other than options and stock appreciation rights (or similar instruments), unless, within such twenty-four (24) month period, the stockholders of Converted EIG Mutual Holding shall have approved an amendment to the Equity and Incentive Plan that changes or eliminates such limitation.

Section 12.4 Restriction on Acquisition of Securities. Before and for a period of five (5) years after the issuance of the Certificate of Authority in accordance with NRS 693A.470, no Person, other than Converted EIG Mutual Holding, any direct or indirect subsidiary of Converted EIG Mutual Holding and any employee compensation or benefit plan of Converted EIG Mutual Holding or any such direct or indirect subsidiary, may directly or indirectly offer to acquire or acquire in any manner the beneficial ownership of five percent (5%) or more of any class of a voting security of EICN or of an institution that beneficially owns a majority of the voting securities of EICN without the prior approval by the Commissioner of an application for acquisition pursuant to NRS 693A.500. NRS 693A.500 shall apply in its entirety to any such application for acquisition, and the provisions of NRS 693A.505 to 693A.525 shall apply in the event of any violation of the restrictions set forth in this Section 12.4.

Section 12.5 Closed Block.

(a) Pursuant to the requirements of NRS 693A.440(2)(g), a Closed Block shall be established at the Effective Time of the Conversion for the preservation of the reasonable dividend expectations of Eligible Members and other Policyholders holding Policies described in paragraph 1.1 of Exhibit J attached hereto entitling the holder to share in the surplus of EICN in accordance with the terms of a dividend plan or program set forth in such Policy. The method for determination and operation of the Closed Block will be as provided in the Plan of Operation for the Closed Block attached hereto as Exhibit J. The assets allocated to the Closed Block are assets of EICN and are subject to the same liabilities (in the same priority) as all other assets of EICN.

(b) The types of Policies included in the Closed Block are described in paragraph 1.1 of Exhibit J attached hereto.

Section 12.6 Amendments, Corrections and Abandonment.

(a) At any time prior to the approval of this Plan of Conversion by the Eligible Members, EIG Mutual Holding may, by the affirmative vote of not less than two-thirds of the Board of Directors, and with the prior written approval of the Commissioner, amend this Plan of Conversion and the Exhibits hereto. The Board of Directors, by an affirmative vote of not less than two-thirds of its members, is hereby authorized to amend this Plan of Conversion and the Exhibits hereto at any time after approval of this Plan of Conversion by Eligible

Members, but only if the amendment is required by the Commissioner in order for the Commissioner to approve this Plan of Conversion as being fair and equitable to Eligible Members or in order to conform this Plan of Conversion to the requirements of applicable law, provided that no such amendment may be made which would adversely affect the interests of Members in any material respect and no such amendment shall be effective unless and until approved by the Commissioner.

(b) EIG Mutual Holding, after approval of this Plan of Conversion by Eligible Members and with the prior written approval of the Commissioner, may make such minor modifications as are appropriate to correct errors, clarify existing items or make additions to correct manifest omissions in this Plan of Conversion.

(c) Notwithstanding approval of this Plan of Conversion by the Commissioner and by Eligible Members at the Special Meeting, the Board of Directors may abandon this Plan of Conversion at any time prior to the Effective Time by a vote of not less than two-thirds of the members of the Board of Directors and with the prior written approval of the Commissioner, in accordance with NRS 693A.465. Upon abandonment, all rights and obligations arising out of this Plan of Conversion shall terminate, and EIG Mutual Holding shall continue to conduct its business as a Nevada mutual insurance holding company as though this Plan of Conversion had never been adopted by the Board of Directors.

(d) In the event that the completion of the Conversion and the IPO does not occur within 180 days following the date of issuance by the Commissioner of a final order pursuant to NRS 693A.470(1) (or such later date as may be approved in writing by the Commissioner), all rights and obligations arising out of this Plan of Conversion shall terminate, and EIG Mutual Holding shall promptly take any actions reasonably necessary to enable it to continue to conduct its business as a Nevada mutual insurance holding company as though this Plan of Conversion had never been adopted by the Board of Directors.

Section 12.7 Costs and Expenses. All reasonable costs related to the review of this Plan of Conversion and the IPO, including the costs attributable to the use by the Commissioner of outside advisors and consultants with regard to matters relating to the development and implementation of this Plan of Conversion in accordance with NRS 693A.475, shall be borne by EIG Mutual Holding.

Section 12.8 Member Policy Endorsements. On or prior to the Effective Date, EICN shall deliver to each Policyholder that is the Owner of a Policy then In Force, and which includes a Member Policy Endorsement, an endorsement to such Policy terminating any and all such Member Policy Endorsements as of the Effective Date. From and after the Effective Time, as a result of the Conversion and without any further action on the part of any of EICN, EIG Mutual Holding or any Policyholder, all Member Policy Endorsements shall be null and void and shall have no further force or effect.

Section 12.9 Preferred Stock Issuances; Boards of Directors.

(a) Converted EIG Mutual Holding shall not issue any shares of its preferred stock at any time during the 180-day period immediately following the Effective Date, except with the prior written approval of the Commissioner.

(b) Until the first anniversary of the Effective Date, the Board of Directors of Employers Group Inc. shall consist of the same persons serving in the same classes as those persons serving on the Board of Directors of Converted EIG Mutual Holding.

Section 12.10 Governing Law. The terms of this Plan of Conversion shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to Nevada's principles of conflicts of laws.

Section 12.11 Headings. The headings used in this Plan of Conversion are included for convenience only and are not to be used in construing or interpreting any provisions hereof.

IN WITNESS WHEREOF, EIG Mutual Holding Company by authority of its Board of Directors, has caused this Plan of Conversion to be duly executed as of the 17th day of August, 2006.

EIG MUTUAL HOLDING COMPANY

By: /s/ Douglas D. Dirks

Name: Douglas D. Dirks
Title: President and Chief Executive Officer

ATTEST:

/s/ Lenard T. Ormsby

Name: Lenard T. Ormsby
Title: General Counsel and Secretary

AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF
EMPLOYERS HOLDINGS, INC.

ARTICLE I

Section 1.1 The name of this Corporation is Employers Holdings, Inc. (the "Corporation").

ARTICLE II

Section 2.1 The name and complete business address in the State of Nevada of the Corporation's resident agent for service of process is:

The Corporation Trust Company of Nevada
6100 Neil Road, Suite 500
Reno, Nevada 89511

ARTICLE III

Section 3.1 The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under Chapter 78 of Title 7 of the Nevada Revised Statutes (the "NRS").

ARTICLE IV

Section 4.1 The total number of shares of stock which the Corporation shall have authority to issue is 175,000,000 shares of capital stock, consisting of (i) 25,000,000 shares of preferred stock, par value $0.01 per share (the "Preferred Stock"), and (ii) 150,000,000 shares of common stock, par value $0.01 per share (the "Common Stock").

Section 4.2 The shares of Common Stock of the Corporation shall be of one and the same class. The holders of Common Stock shall have one vote per share of Common Stock on all matters on which holders of Common Stock are entitled by law to vote.

Section 4.3 The board of directors of the Corporation (the "Board of Directors") is hereby expressly authorized to provide for the issuance of all or any shares of the Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of

such class or series, including, without limitation, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions. Except as otherwise expressly provided in these Amended and Restated Articles of Incorporation (the "Articles of Incorporation") or in the resolution or resolutions adopted by the Board of Directors providing for the issuance of any class or series of Preferred Stock or to the extent otherwise specifically required by law (other than NRS § 78.350(1)), no holders of Preferred Stock shall have voting rights.

Section 4.4 Subject to the requirements of applicable law, the Corporation shall have the power to issue and sell all or any part of any shares of any class of stock herein or hereafter authorized to such persons, and for such consideration, as the Board of Directors shall from time to time, in its discretion, determine, whether or not greater consideration could be received upon the issue or sale of the same number of shares of another class, and as otherwise permitted by law. Subject to the requirements of applicable law, the Corporation shall have the power to purchase any shares of any class of stock herein or hereafter authorized from such persons, and for such consideration, as the Board of Directors shall from time to time, in its discretion, determine, whether or not less consideration could be paid upon the purchase of the same number of shares of another class, and as otherwise permitted by law.

ARTICLE V

Section 5.1 The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(a) The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

(b) The Board of Directors shall consist of not less than one person, and the exact number of directors constituting the Board of Directors shall be fixed from time to time by resolution adopted by a majority of the Board of Directors.

(c) The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The initial division of the Board of Directors into classes shall be made by the decision of the affirmative vote of a majority of the entire Board of Directors. The term of the initial

Class I directors shall terminate on the date of the 200**[**9**]** annual meeting; the term of the initial Class II directors shall terminate on the date of the 200**[**8**]** annual meeting; and the term of the initial Class III directors shall terminate on the date of the 200**[**7**]** annual meeting. At each succeeding annual meeting of stockholders beginning in 200**[**7**]**, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

(d) A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

(e) Subject to the terms of any one or more classes or series of Preferred Stock, any vacancy on the Board of Directors that results from an increase in the number of directors shall be filled by the vote of a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by the vote of a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor. Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of these Articles of Incorporation applicable thereto, and such directors so elected shall not be divided into classes pursuant to this Article V unless expressly provided by such terms.

(f) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the NRS and these Articles of Incorporation.

(g) As permitted by NRS § 78.120(2), the Board of Directors shall have the exclusive authority to adopt, amend or repeal the bylaws of the Corporation (the "Bylaws").

ARTICLE VI

Section 6.1 The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article VI shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt of an undertaking by or on behalf of the director or officer to repay amounts advanced if it is ultimately determined that such person is not entitled to indemnification.

Section 6.2 The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VI to directors and officers of the Corporation.

Section 6.3 The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors or otherwise. The Corporation is authorized to provide indemnification of agents (as defined in NRS § 78.7502) through Bylaw provisions, agreements with agents, vote of stockholders or disinterested directors, or otherwise, to the fullest extent permissible under Nevada law.

Section 6.4 Any amendment, alteration, change, repeal or modification of any provision of this Article VI shall not adversely affect any rights to indemnification or to the advancement of expenses of a director, officer, employee or agent of the Corporation existing at the time of such amendment, alteration, change, repeal or modification with respect to any acts or omissions occurring prior to such amendment, alteration, change, repeal or modification.

ARTICLE VII

Section 7.1 The liability of directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under Nevada law.

ARTICLE VIII

Section 8.1 The Corporation expressly opts-out of, and elects not to be governed by, the “Acquisition of Controlling Interest” provisions contained in NRS §§ 78.378 through 78.3793 inclusive, as permitted under NRS § 78.378(1).

ARTICLE IX

Section 9.1 Unless otherwise required by law, special meetings of the stockholders of the Corporation may be called only by the Chairman of the Board of Directors, the President, or a majority of the Board of Directors. The ability of the stockholders to call a special meeting of stockholders is hereby specifically denied.

Section 9.2 Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action without a meeting is hereby specifically denied.

ARTICLE X

Section 10.1 The Corporation expressly reserves the right to amend, alter, change, repeal or modify any provision of these Articles of Incorporation from time to time in such manner and for such purposes as may at the time be permitted by law or as now or hereafter prescribed in these Articles of Incorporation and all rights conferred upon stockholders are granted subject to such reservation, provided, however, that in addition to any requirement of law and any other provisions of these Articles of Incorporation or any resolution or resolutions of the Board of Directors adopted pursuant to Article IV of these Articles of Incorporation (and notwithstanding the fact that a lesser percentage may be specified by law, these Articles of Incorporation or any such resolution or resolutions), the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) or more of the combined voting power of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors of the Corporation, voting together as a single class, shall be required to amend, alter, change or repeal, or adopt any provision as part of these Articles of Incorporation inconsistent with the purpose or intent of, Articles V, VI, VII or IX of these Articles of Incorporation or this Article X of these Articles of Incorporation.

ARTICLE XI

Section 11.1 Pursuant to NRS § 693A.500, until [ ], 2012[1], or, if earlier, such date as the Corporation no longer directly or indirectly owns a majority of the outstanding voting stock of Employers Insurance Company of Nevada, no person, other than the Corporation, any direct or indirect subsidiary of the Corporation and any employee compensation or benefit plan of the Corporation or any such direct or indirect subsidiary, may directly or indirectly offer to acquire or acquire in any manner the beneficial ownership of five percent (5%) or more of any class of voting security of the Corporation without the prior approval by the Commissioner of the Nevada Division of Insurance of an application for such acquisition pursuant to NRS § 693A.500. Any acquisition made in violation of this Section 11.1 may be subject to the provisions of NRS §§ 693A.505 to 693A.525.

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[1] Five years after the issuance of a certificate of authority pursuant to NRS § 693A.470

AMENDED AND RESTATED BYLAWS
OF
EMPLOYERS HOLDINGS, INC.

ARTICLE I
STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of Employers Holdings, Inc. (the "Corporation"), shall be held at such date and time as shall be determined by the board of directors of the Corporation (the "Board of Directors").

Section 2. Special Meetings. Unless otherwise required by law, special meetings of the stockholders of the Corporation may be called only by the Chairman of the Board of Directors, the President, or a majority of the Board of Directors. The ability of the stockholders to call a special meeting of stockholders is hereby specifically denied. Business transacted at all special meetings of the stockholders of the Corporation shall be confined to the purpose or purposes stated in the notice of the meeting.

Section 3. Place of Meeting. Every meeting of the stockholders, whether an annual or a special meeting, shall be held at the principal office of the Corporation or at such other place within or without the State of Nevada as may be selected by the Board of Directors.

Section 4. Notice of Meetings. Written notice of the place, date and time of any stockholders' meeting, whether annual or special, and the purpose or purposes for which the meeting is called shall be given to each stockholder entitled to vote thereat, by mailing the same to the stockholder at the address of the stockholder that appears upon the records of the Corporation not less than 10 nor more than 60 days prior to the date of such meeting. Any meeting of the stockholders may be adjourned from time to time by the presiding officer at the meeting to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of this Section 4 shall be given to each stockholder of record entitled to notice of and to vote at the meeting.

Section 5. Voting Power of Stockholders. Each stockholder entitled to vote at any meeting of the stockholders may vote either in person or by proxy filed with the Secretary of the Corporation at or before such meeting. The proxy shall be in writing and shall state the name of the person authorized to cast such vote and the date of the meeting at which such vote shall be cast. Unless a higher vote is required by applicable law, the Corporation's Amended and Restated Articles of Incorporation (the "Articles of Incorporation") or these Bylaws, if a quorum is present, action by the stockholders on a matter other than the election of directors is approved

if the number of votes cast in favor of the action exceeds the number of votes cast in opposition to the action.

Section 6. Quorum. Unless otherwise required by applicable law, the Articles of Incorporation or these Bylaws, a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote, including the voting power that is represented in person or by proxy, regardless of whether any such proxy has authority to vote on all matters, shall constitute a quorum for the transaction of business at any annual or special meeting of the stockholders duly and properly called. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum of stockholders shall not be present or represented at any meeting of the stockholders, the presiding officer at the meeting shall have power to adjourn the meeting from time to time, in the manner provided in Section 4 hereof, until the requisite number of stockholders shall be present. At any subsequently reconvened meeting at which the requisite number of shares shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 7. Inspector of Election. At every meeting of the stockholders, the Chairman of the Board or his designee shall appoint not fewer than two persons who are neither officers nor directors, as inspectors to receive and canvass the votes given at the meeting, and certify the result to him or her. At the next meeting of the Board of Directors, the Chairman of the Board shall lay before the Board of Directors the results so certified, and thereupon such proceedings shall be had as the subject matter decided by the election or the vote may require.

Section 8. Record Date. The directors may fix in advance a date, which shall be not less than 10 nor more than 60 days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of, and to vote at, such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such dissent.

Section 9. Notice of Proposed Business. No business may be transacted at an annual meeting of stockholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (c) otherwise properly brought before the annual meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 9 and on the record date for the determination of stockholders entitled to notice of and to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 9.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs.

To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter such stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such stockholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 9; provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 9 shall be deemed to preclude discussion by any stockholder of any such business. If the chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

Section 10. Notice of Election of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Articles of Incorporation with respect to the right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 10 and on the record date for the determination of stockholders entitled to notice of and to vote at such meeting and (ii) who complies with the notice procedures set forth in this Section 10.

In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation (a) in the case of an annual meeting, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs; and (b) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

To be in proper written form, a stockholder's notice to the Secretary must set forth (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice (i) the name and record address of such stockholder, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iii) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (iv) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (v) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 10. If the Chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 11. No Stockholder Action Without a Meeting. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action without a meeting is hereby specifically denied.

ARTICLE II
DIRECTORS

Section 1. Powers. The Board of Directors shall manage and control the business and affairs of the Corporation.

Section 2. Number. The Board of Directors shall consist of not less than one person, and the exact number of directors constituting the Board of Directors shall be fixed from time to time by resolution adopted by a majority of the Board of Directors then in office.

Section 3. Classes. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The term of the Class I directors shall terminate on the date of the 200[9] annual meeting; the term of the Class II directors shall terminate on the date of the 200[8] annual meeting; and the term of the Class III directors shall terminate on the date of the 200[7] annual meeting. At each succeeding annual meeting of stockholders beginning in 200[7], successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

Section 4. Term. Each member of the Board of Directors shall hold office until such director's successor shall have been duly elected and qualified or until they have resigned or are removed from office or their office is otherwise vacated.

Section 5. Place of Meetings. Meetings of the Board of Directors, whether annual or special, may be held within or without the State of Nevada.

Section 6. Annual Meetings. Unless otherwise determined by the Chairman of the Board and noticed to the Board, the Board of Directors shall meet each year immediately after the annual meeting of the stockholders, at the same place as the meeting of the stockholders for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new Board members for this annual meeting shall be necessary.

Section 7. Other Meetings. Other regular meetings may be held at such times as may be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and Chief Executive Officer and shall be called by the Secretary on the written request of a majority of the Board of Directors then in office. Notice of special meetings setting forth the time and place of such meeting shall be given to each director then in office through the following means: personally or telephonically, by electronic mail, facsimile or by other means of written communication at least 24 hours before the meeting. Notice of a meeting need not be given to

any director who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice.

Section 8. Voting. Any action required to be taken shall be authorized by a majority of the directors present at any meeting at which a quorum is present.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Board of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, but if, at any meeting, less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time.

Section 10. Chairman of the Board. The Chairman of the Board shall be a director and shall preside at all meetings of the Board of Directors and of the stockholders at which the Chairman shall be present. The Chairman shall designate a director or officer to preside at any such meeting where the Chairman is absent. The Chairman of the Board shall have such other duties as the Board of Directors shall determine from time to time.

Section 11. Compensation of Directors. Board members who are not salaried officers of the Corporation shall receive such compensation as shall be fixed from time to time by resolution of the Board of Directors; and, in addition, the directors who are not salaried officers of the Corporation shall be entitled to reimbursement of the expenses properly incurred by them in attending and returning from meetings of the Board, any committee appointed by the Board, general meetings of the Corporation, or in connection with the business of the Corporation or their duties as directors generally.

Section 12. Resignation of Directors. Any director may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President and Chief Executive Officer or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 13. Removal. Any director or one or more of the incumbent directors may be removed from office by vote of stockholders representing not less than two-thirds of the voting power of the issued and outstanding stock of the Corporation entitled to vote.

Section 14. Increase in Number of Directors and Vacancies. Subject to the terms of any one or more classes or series of Preferred Stock, any vacancy on the Board of Directors that results from an increase in the number of directors shall be filled by the vote of a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by the vote of a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor.

Section 15. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a

meeting if all Board members or members of such committee, as the case may be, consent in writing to the adoption of a resolution authorizing the action. Such resolutions and the written consents thereto by the Board or committee members shall be filed with the minutes of the proceedings of the Board or such committee as the case may be.

Section 16. Committees. The Board of Directors may designate one or more committees and may delegate any of its powers to such committee. Each committee shall consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange on which the securities of the Corporation are listed for trading. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange on which the securities of the Corporation are listed for trading, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority of the Board of Directors in reference to (i) adopting an agreement of merger or consolidation under Sections 92A.005 to 92A.270, inclusive, of the Nevada Revised Statutes, (ii) approving the sale, lease or exchange of all of the Corporation's property and assets under Section 78.565 of the Nevada Revised Statutes, (iii) amending the Articles of Incorporation of the Corporation, (iv) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or (v) declaring a dividend. Each committee shall keep regular minutes and report to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article II, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling. Except as otherwise provided in this Section 16, the meetings and proceedings of any committee shall be governed by the provisions of these Bylaws regulating the meetings and proceedings of the Board of Directors, so far as the same are applicable and are not superseded by directions imposed by the Board of Directors.

Section 17. Participation by Telephone. Any one or more Board members or members of any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE III
OFFICERS

Section 1. Officers. The Board of Directors shall select and appoint the Chairman of the Board, the President and Chief Executive Officer, the Treasurer, the Secretary and any other officers as it deems advisable from time to time. The Board of Directors shall vote on the appointment of any and all such officers at the regular meeting of the Board held after each annual meeting of the stockholders. Each officer shall have such authority and perform such duties as may be prescribed from time to time by the Board of Directors, or, in the event of its failure so to prescribe, by the President and Chief Executive Officer. The Chairman of the Board shall be chosen from among the directors and other officers may, but need not, be directors. One person may hold more than one office, except that no one person shall hold simultaneously (i) the offices of (A) President and Chief Executive Officer and (B) Secretary; or (ii) the offices of (A) Chairman of the Board and (B) Secretary.

Section 2. President and Chief Executive Officer. The President and Chief Executive Officer shall, subject only to the direction and control of the Board of Directors, have responsibility for the general management of the business affairs and property of the Corporation, and of its several officers, and shall have such duties and responsibilities and shall report to such persons as the Board of Directors shall determine from time to time.

Section 3. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and its committees and the minutes of all meetings of the Corporation in books provided for that purpose and the Secretary shall attend to the giving or serving of all notices of the Corporation. The Secretary may sign with the President and Chief Executive Officer, or a Vice President, in the name of the Corporation, all contracts authorized by the Board of Directors or by any committee of the Board of Directors, and, when so ordered by the Board of Directors or such committee, the Secretary shall affix the seal of the Corporation thereto. The Secretary shall have charge of such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the examination of any director, upon request at the office of the Corporation during business hours; and shall in general perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors, the Chairman of the Board, and the President and Chief Executive Officer.

Section 4. Treasurer. The Treasurer shall keep the financial accounts of the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation. The Treasurer shall disburse the funds of the Corporation as may be designated by the Board of Directors and shall render to the Board of Directors and the President and Chief Executive Officer whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as may from time to time be determined, or pursuant to authority granted, by the Board of Directors.

Section 6. Removal of Officers. Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the directors then in office.

The removal of an officer shall be without prejudice to his or her contract rights, if any. Election or appointment of an officer shall not of itself create contract rights.

Section 7. Resignation. Any officer of the Corporation may resign at any time. Such resignation shall be in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any.

Section 8. Filling of Vacancies. A vacancy in any office shall be filled by, or pursuant to authority granted by, the Board of Directors.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and terminate on the thirty-first day of December in each year.

Section 2. Contracts, Checks, Drafts. The Board of Directors may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation to enter into any contract or execute or deliver any instrument. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall be designated from time to time by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by such agents of the Corporation as the Board of Directors, the Chairman of the Board, or the President and Chief Executive Officer, may authorize for that purpose.

Section 4. Manner of Giving Notice. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid, subject to any prior periods called for herein. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless device, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the intended recipient. Any stockholder of the Corporation, director, officer, or Board committee member may waive any notice required to be given under these Bylaws. Whenever in the Corporation’s Articles of Incorporation or these Bylaws notice is required or permitted to be given by mail, the affidavit or other sworn certificate of the person who mailed such notice, filed with the Secretary of the Corporation, shall constitute conclusive evidence that such notice has been given and mailed.

Section 5. Construction. These Bylaws are to be construed to be consistent with applicable law, and if such construction is not possible then the invalidity of a Bylaw or a portion thereof shall not affect the validity of the remainder of the Bylaws, which shall remain in full force and effect.

Section 6. Certificate of Stock. Shares of the Corporation's stock may be certificated or uncertificated, as provided under Nevada law. All certificates of stock of the Corporation shall be numbered and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by at least two of the Chairman, President, Chief Executive Officer, Treasurer or Secretary. Any or all of the signatures on the certificate may be a facsimile.

Section 7. Transfers of Stock. Transfers of stock shall be made on the books of the Corporation only by the record holder of such stock, or by attorney lawfully constituted in writing, and, in the case of stock represented by a certificate, upon surrender of the certificate.

ARTICLE V
INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES

Section 1. Definitions. For the purposes of this Article (other than sections 7, 10 and 11 hereof), "agent" means any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a director or officer of a foreign or domestic company which was a predecessor company of the Corporation or of another enterprise at the request of the predecessor company. For the purposes of this Article, "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" include, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 4 or 5(b) of Article V.

Section 2. Indemnification in Actions by Third Parties. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, to the fullest extent permitted or authorized by applicable law, if that person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of the Corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action, to the fullest extent permitted or authorized by applicable law, if the person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Corporation. No indemnification shall be made under this Section 3 for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 4. Indemnification Against Expenses. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceedings referred to in Sections 2 or 3 of Article V or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations. Except as provided in Section 4 or 6 of Article V, any indemnification under Article V shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of Article V by:

(a) A majority vote of a quorum consisting of directors who are not parties of such proceeding;

(b) The court in which the proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Corporation;

(c) The stockholders;

(d) Independent legal counsel in a written opinion, if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders; or

(e) Independent legal counsel in a written opinion, if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained.

Section 6. Advance of Expenses. Expenses of agents incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an

undertaking by or on behalf of the agent to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation. This provision does not affect any rights to advancement of expenses to which Corporation personnel other than directors may be entitled under contract or otherwise by law.

Section 7. Other Indemnification. The indemnification authorized by Article V shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the Corporation and its stockholders while acting in the capacity of a director or officer of the Corporation to the extent the additional rights to indemnification are authorized in Sections 78.138, 78.7502, and 78.751 of the Nevada Revised Statutes or any other applicable law. The indemnification provided by this section for acts, omissions, or transactions while acting in the capacity of, or while serving as, a director or officer of the Corporation but not involving breach of duty to the Corporation and its stockholders shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the stockholders or disinterested directors, or otherwise to the extent the additional rights to indemnification are authorized in the Corporation's Articles of Incorporation. An article provision authorizing the indemnification in excess of that permitted by Chapter 78 of the Nevada Revised Statutes or to the fullest extent permissible under Nevada law or the substantial equivalent thereof shall be construed to be a provision for additional indemnification for breach of duty to the Corporation and its stockholders. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in Article V shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under Article V, except as provided in Section 4 or Section 5(b), in circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent or other employee of the Corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against that liability under the provisions of Article V.

Section 10. Amendment to General Corporation Law. The Corporation may also indemnify its directors, officers, employees, and agents under other or additional circumstances and in other or additional amounts in accordance with amendments to the Nevada Revised Statutes as enacted from time to time.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article V to directors and officers of the Corporation.

ARTICLE VI
AMENDMENTS

Section 1. Amendments. The Board of Directors shall have the exclusive authority to adopt, make, repeal, alter, amend or rescind these Bylaws by the affirmative vote of a majority of the Board of Directors then in office.

IN WITNESS WHEREOF, the undersigned does hereby execute these Bylaws on this ____ day of _____, 200__.

[ ], Secretary

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this _____ day of _____, 200__, personally appeared before me, a Notary Public in and for State and County aforesaid, _____, known to me to be the person described in and who executed the foregoing Bylaws, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

Notary Public

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EMPLOYERS GROUP, INC.

ARTICLE I

Section 1.1 The name of this Company is Employers Group, Inc.

ARTICLE II

Section 2.1 These Amended and Restated Articles of Incorporation amend the existing Articles of Incorporation and, in accordance with Section 78.403 of the Nevada Revised Statutes, restate them in their entirety pursuant to the Plan of Conversion adopted by EIG Mutual Holding Company, in accordance with the provisions of Sections 693A.400 to 693A.540, inclusive, of the Nevada Revised Statutes.

ARTICLE III

Section 3.1 The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Nevada Revised Statutes.

ARTICLE IV

Section 4.1 The Company is authorized to issue only one class of stock, designated common stock, and the total number of shares which the Company is authorized to issue is 2,500, no par value.

ARTICLE V

Section 5.1 The Board of Directors of the Company shall have the exclusive authority to adopt the bylaws of the Company.

ARTICLE VI

Section 6.1 The liability of directors of the Company for monetary damages shall be eliminated to the fullest extent permissible under Nevada law.

Section 6.2 The Company is authorized to provide indemnification of agents (as defined in Section 78.7502 of the Nevada Revised Statutes) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permissible under Nevada Law.

Section 6.3 Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of an agent of the Company existing at the time of such amendment, repeal or modification.

ARTICLE VII

Section 7.1 The Company expressly reserves the right to amend its Articles of Incorporation from time to time in such manner and for such purposes as may at the time be permitted by law.

AMENDED AND RESTATED BYLAWS
OF
EMPLOYERS GROUP, INC.

ARTICLE I
STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders of the Employers Group, Inc. (the "Company") shall be held at such date and time as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of stockholders of the Company may be called at any date and time by the President of the Company or by the Secretary at the request of not less than a majority of the Board of Directors then in office or as otherwise required by law.

Section 3. Place of Meeting. Every meeting of stockholders of the Company, whether an annual or a special meeting, shall be held at the principal office of the Company or at such other place within or without the State of Nevada as may be selected by the Board of Directors.

Section 4. Notice of Meetings. Written notice of the place, date and time of any stockholders meeting, whether annual or special, and the purpose or purposes for which the meeting is called shall be given to each stockholder entitled to vote thereat, by mailing the same to the stockholder at the address of the stockholder that appears upon the records of the Company not less than 10 nor more than 60 days prior to the date of such meeting. Notice of any adjourned meeting need not be given other than by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 5. Voting Power of Stockholders. Each stockholder may vote at any meeting of the stockholders either in person or by proxy filed with the Secretary of the Company at or before such meeting. The proxy shall be in writing and shall state the name of the person authorized to cast such vote and the date of the meeting at which such vote shall be cast. If a quorum is present, a majority of the votes cast on a particular matter shall be required for action at such meeting.

Section 6. Quorum. A majority of the outstanding votes of stockholders shall constitute a quorum for the transaction of any business coming before any annual or special meeting of the Company duly and properly called. If, however, such quorum of stockholders shall not be present or represented at any meeting of the Company, the Chairman of the Board shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of stockholders shall be present. At any subsequently reconvened meeting at which the requisite number of stockholders shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 7. Record Date. The directors may fix in advance a date, which shall be not less than 10 nor more than 60 days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of, and to vote at, such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case, only stockholders of record on such date shall have such right, notwithstanding any transfer of stock on the books of the Company after the record date; or without fixing such record date the directors may for any of such purposes close the transfer books for all or any part of such period.

ARTICLE II
STOCK

Section 1. Stock. The Board of Directors may at any time issue all or any part of the unissued stock authorized under the Company's Articles of Incorporation, whether common or preferred, and may determine the consideration for which stock is to be issued and the manner of allocating such consideration.

ARTICLE III
DIRECTORS

Section 1. Powers. The Board of Directors shall manage and control the business and affairs of the Company.

Section 2. Number and Election. The Board of Directors shall consist of not less than four (4) and not more than eleven (11) directors, as shall be determined from time to time by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors then in office. The directors shall be elected at the annual meeting of stockholders.

Section 3. Classes. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The term of the Class I directors shall terminate on the date of the 200[9] annual meeting; the term of the Class II directors shall terminate on the date of the 200[8] annual meeting; and the term of the Class III directors shall terminate on the date of the 200[7] annual meeting. At each succeeding annual meeting of stockholders beginning in 200[7], successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

Section 4. Place of Meetings. Meetings of the Board of Directors, whether annual or special, may be held within or without the State of Nevada.

Section 5. Annual Meetings. Unless otherwise determined by the Chairman of the Board and noticed to the Board, the Board of Directors shall meet each year immediately after the annual meeting of the stockholders, at the same place as the meeting of the stockholders for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new Board members for this annual meeting shall be necessary.

Section 6. Other Meetings. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and Chief Executive Officer and shall be called by the Secretary on the written request of a majority of the Board of Directors then in office. Notice of special meetings setting forth the time and place of such meeting shall be given to each director then in office through the following means: personally or telephonically, by electronic mail, facsimile or by other means of written communication at least 24 hours before the meeting. Notice of a meeting need not be given to any director who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice.

Section 7. Voting. Any action required to be taken shall be authorized by a majority of the directors present at any meeting at which a quorum is present.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Board of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, but if, at any meeting, less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time.

Section 9. Chairman of the Board. The Chairman of the Board shall be a director and shall preside at all meetings of the Board of Directors and of the stockholders at which the Chairman shall be present. The Chairman shall designate a director or officer to preside at any such meeting where the Chairman is absent. The Chairman of the Board shall have such other duties as the Board of Directors shall determine from time to time.

Section 10. Compensation of Directors. Board members who are not salaried officers of the Company shall receive such compensation as shall be fixed from time to time by resolution of the Board of Directors; and, in addition, the directors who are not salaried officers of the Company shall be entitled to reimbursement of the expenses properly incurred by them in attending and returning from meetings of the Board, any committee appointed by the Board, general meetings of the Company, or in connection with the business of the Company or their duties as directors generally.

Section 11. Resignation of Directors. Any director may resign at any time upon written notice to the Company. Such resignation shall take effect at the time

specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President and Chief Executive Officer or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 12. Removal. Any director, or the entire Board of Directors, may be removed from office at any time, provided that any such removal must be approved by the affirmative vote of at least two-thirds of all stockholders entitled to vote.

Section 13. Increase in Number of Directors and Vacancies. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by a majority vote of the directors then in office. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified. Any newly created directorships shall be apportioned such that the classes of directors remain as equal as possible in number. No decrease in the number of authorized directors constituting the entire Board of Directors shall shorten the term of any incumbent director.

Section 14. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all Board members or members of such committee, as the case may be, consent in writing to the adoption of a resolution authorizing the action. Such resolutions and the written consents thereto by the Board or committee members shall be filed with the minutes of the proceedings of the Board or such committee as the case may be.

Section 15. Committees. The Board of Directors may delegate any of its powers to a committee appointed by the Board of Directors, which shall consist of one or more of the directors of the Company, and every such committee shall conform to such directions as the Board of Directors shall impose on them. The meetings and proceedings of any such committee shall be governed by the provisions of these Bylaws regulating the meetings and proceedings of the Board of Directors, so far as the same are applicable and are not superseded by directions imposed by the Board of Directors. The Board of Directors may designate one or more directors as alternate members of a committee to replace any member who is disqualified or absent from a meeting of the committee. Unless the Board of Directors appoints alternate members, the member or members of a committee present at a meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of an absent or disqualified member of the committee.

Section 16. Participation by Telephone. Any one or more Board members or members of any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by

means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV
OFFICERS

Section 1. Officers. The Board of Directors shall select and appoint the Chairman of the Board, the President and Chief Executive Officer, the Treasurer, the Secretary and any other officers as it deems advisable from time to time. The Board of Directors shall vote on the appointment of any and all such officers at the regular meeting of the Board held after each annual meeting of the Stockholders. Each officer shall have such authority and perform such duties as may be prescribed from time to time by the Board of Directors, or, in the event of its failure so to prescribe, by the President and Chief Executive Officer. The Chairman of the Board shall be chosen from among the directors and the President and Chief Executive Officer shall be a member of the Board of Directors, and other officers may, but need not, be directors. One person may hold more than one office, except that no one person shall hold simultaneously (i) the offices of (A) President and Chief Executive Officer and (B) Secretary; or (ii) the offices of (A) Chairman of the Board and (B) Secretary.

Section 2. President and Chief Executive Officer. The President and Chief Executive Officer shall, subject only to the direction and control of the Board of Directors, have responsibility for the general management of the business affairs and property of the Company, and of its several officers, and shall have such duties and responsibilities and shall report to such persons as the Board of Directors shall determine from time to time.

Section 3. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and its committees and the minutes of all meetings of the Company in books provided for that purpose and the Secretary shall attend to the giving or serving of all notices of the Company. The Secretary may sign with the President and Chief Executive Officer, or a Vice President, in the name of the Company, all contracts authorized by the Board of Directors or by any committee of the Board of Directors, and, when so ordered by the Board of Directors or such committee, the Secretary shall affix the seal of the Company thereto. The Secretary shall have charge of such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the examination of any director, upon request at the office of the Company during business hours; and shall in general perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors, the Chairman of the Board, and the President and Chief Executive Officer.

Section 4. Treasurer. The Treasurer shall keep the financial accounts of the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company. The Treasurer shall disburse the funds of the Company as may be designated by the Board of Directors and shall render to the Board of Directors and the President and Chief Executive Officer whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company.

Section 5. Compensation of Officers. The officers of the Company shall be entitled to receive such compensation for their services as may from time to time be determined, or pursuant to authority granted, by the Board of Directors.

Section 6. Removal of Officers. Any officer of the Company may be removed from office, with or without cause, by a vote of a majority of the directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. Election or appointment of an officer shall not of itself create contract rights.

Section 7. Resignation. Any officer of the Company may resign at any time. Such resignation shall be in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein. The resignation of an officer shall be without prejudice to the contract rights of the Company, if any.

Section 8. Filling of Vacancies. A vacancy in any office shall be filled by the Board of Directors.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Company shall begin on the first day of January and terminate on the thirty-first day of December in each year.

Section 2. Contracts, Checks, Drafts. The Board of Directors may authorize any officer or officers, agent or agents, in the name of and on behalf of the Company to enter into any contract or execute or deliver any instrument. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company, shall be signed by such officer or officers, agent or agents of the Company, and in such manner as shall be designated from time to time by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Company shall be deposited from time to time to the credit of the Company in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Company, may be endorsed for deposit, assigned and delivered by any officer of the Company, or by such agents of the Company as the Board of Directors, the Chairman of the Board, or the President and Chief Executive Officer, may authorize for that purpose.

Section 4. Manner of Giving Notice. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid, subject to any prior periods called for herein. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person

giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or by wireless device, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the intended recipient. Any stockholder of the Company, director, officer, or Board committee member may waive any notice required to be given under these Bylaws. Whenever in the Company's Articles of Incorporation or these Bylaws notice is required or permitted to be given by mail, the affidavit or other sworn certificate of the person who mailed such notice, filed with the Secretary of the Company, shall constitute conclusive evidence that such notice has been given and mailed.

Section 5. Construction. These Bylaws are to be construed to be consistent with applicable law, and if such construction is not possible then the invalidity of a Bylaw or a portion thereof shall not affect the validity of the remainder of the Bylaws, which shall remain in full force and effect.

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND DIRECTORS
AGAINST LIABILITIES AND EXPENSES

Section 1. Definitions. For the purposes of this Article VI, other than sections 7, 10 and 11 hereof, "agent" means any person who is or was a director or officer of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a director or officer of a foreign or domestic company which was a predecessor company of the Company or of another enterprise at the request of the predecessor company; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" include, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 4 or 5(b) of Article VI.

Section 2. Indemnification in Actions by Third Parties. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Company to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the Company, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, to the fullest extent permitted or authorized by applicable law, if that person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Company. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an agent of the Company, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action, to the fullest extent permitted or authorized by applicable law, if the person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Company. No indemnification shall be made under this Section 3:

(a) for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 4. Indemnification Against Expenses. To the extent that an agent of the Company has been successful on the merits in defense of any proceedings referred to in Sections 2 or 3 of Article VI or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations. Except as provided in Section 4 or Section 6 of this Article VI, any indemnification under this Article VI shall be made by the Company only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VI by:

(a) A majority vote of a quorum consisting of directors who are not parties of such proceeding;

(b) The court in which the proceeding is or was pending upon application made by the Company or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Company;

(c) The stockholders;

(d) Independent legal counsel in a written opinion, if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders; or

(e) Independent legal counsel in a written opinion, if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained.

Section 6. Advance of Expenses. Expenses of agents incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the agent to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company. This provision does not affect any rights to advancement of expenses to which Company personnel other than directors may be entitled under contract or otherwise by law.

Section 7. Other Indemnification. The indemnification authorized by this Article VI shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the Company and its stockholders while acting in the capacity of a director or officer of the Company to the extent the additional rights to indemnification are authorized in Sections 78.138, 78.7502, and 78.751 of the Nevada Revised Statutes or any other applicable law. The indemnification provided by this section for acts, omissions, or transactions while acting in the capacity of, or while serving as, a director or officer of the Company but not involving breach of duty to the Company and its stockholders shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the stockholders or disinterested directors, or otherwise to the extent the additional rights to indemnification are authorized in the Company's Articles of Incorporation. An article provision authorizing the indemnification in excess of that permitted by Chapter 78 of the Nevada Revised Statutes or to the fullest extent permissible under Nevada law or the substantial equivalent thereof shall be construed to be a provision for additional indemnification for breach of duty to the Company and its stockholders. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this Article VI shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under Article VI, except as provided in Section 4 or Section 5(b), in circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The Company shall have power to purchase and maintain insurance on behalf of any agent or other employee of the Company against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the Company would have the power to indemnify the agent against that liability under the provisions of Article VI.

Section 10. Indemnification of Employees and Agents. The Company may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company similar to those conferred in this Article VI to directors and officers of the Company.

Section 11. Amendment to General Corporation Law. The Company may also indemnify its directors, officers, employees, and agents under other or additional circumstances and in other or additional amounts in accordance with amendments to the Nevada Revised Statutes as enacted from time to time.

ARTICLE VII
AMENDMENTS

Section 1. Amendments. These Bylaws may be altered, amended or repealed only by the affirmative vote of a majority of the Board of Directors then in office.

IN WITNESS WHEREOF, the undersigned does hereby execute these Bylaws on this ___ day of _____ , 200[ ].

[ ], Secretary

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this ___ day of _____, 200[ ], personally appeared before me, a Notary Public in and for State and County aforesaid [ ] known to me to be the person described in and who executed the foregoing Bylaws, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

Notary Public

AMENDED AND RESTATED BYLAWS
OF
EMPLOYERS INSURANCE COMPANY OF NEVADA

ARTICLE I

STOCKHOLDERS

Section 1 Annual Meeting. The annual meeting of stockholders of the Company shall be held at such date and time as shall be determined by the Board of Directors.

Section 2 Special Meetings. Special meetings of stockholders of the Company may be called at any date and time by the Chief Executive Officer of the Company or by the Secretary at the request of not less than a majority of the Board of Directors then in office or as otherwise required by law.

Section 3 Place of Meeting. Every meeting of stockholders of the Company, whether an annual or a special meeting, shall be held at the principal office of the Company or at such other place within or without the State of Nevada as may be selected by the Board of Directors.

Section 4 Notice of Meetings. Written notice of the place, date and time of any stockholders' meeting, whether annual or special, and the purpose or purposes for which the meeting is called shall be given to each stockholder entitled to vote thereat, by mailing the same to the stockholder at the address of the stockholder that appears upon the records of the Company not less than 10 nor more than 60 days prior to the date of such meeting. Notice of any adjourned meeting need not be given other than by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 5 Voting Power of Stockholders. Each stockholder may vote at any meeting of the stockholders either in person or by proxy filed with the Secretary of the Company at or before such meeting. The proxy shall be in writing and shall state the name of the person authorized to cast such vote and the date of the meeting at which such vote shall be cast. If a quorum is present, a majority of the votes cast on a particular matter shall be required for action at such meeting.

Section 6 Quorum. A majority of the outstanding votes of stockholders shall constitute a quorum for the transaction of any business coming before any annual or special meeting of the Company duly and properly called. If, however, such quorum of stockholders shall not be present or represented at any meeting of the Company, the Chairman of the Board shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of stockholders shall be present. At any subsequently reconvened meeting at which the requisite number of stockholders shall be

represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 7 Record Date. The directors may fix in advance a date, which shall be not less than 10 nor more than 60 days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of, and to vote at, such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case, only stockholders of record on such date shall have such right, notwithstanding any transfer of stock on the books of the Company after the record date; or without fixing such record date the directors may for any of such purposes close the transfer books for all or any part of such period.

ARTICLE II

STOCK

Section 1 Stock. The Board of Directors may at any time issue all or any part of the unissued stock authorized under the Company's Articles of Incorporation, whether common or preferred, and may determine the consideration for which stock is to be issued and the manner of allocating such consideration.

ARTICLE III

POLICIES

Section 1 Policies. The Company may (i) issue any or all of its policies or contracts with or without participation in profits, savings, unabsorbed portions of premiums or surplus; (ii) classify policies issued and perils insured on a participating and nonparticipating basis; and (iii) determine the right to participate and the extent of participation of any class or classes of policies.

ARTICLE IV

DIRECTORS

Section 1 Powers. The Board of Directors shall manage and control the business and affairs of the Company.

Section 2 Number and Election. The Board of Directors shall consist of not less than four (4) and not more than eleven (11) directors, as shall be determined from time to time by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors then in office. The directors shall be elected at the annual meeting of stockholders.

Section 3 Classes. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The term

of the Class I directors shall terminate on the date of the 200[9] annual meeting; the term of the Class II directors shall terminate on the date of the 200[8] annual meeting; and the term of the Class III directors shall terminate on the date of the 200[7] annual meeting. At each succeeding annual meeting of stockholders beginning in 200[7], successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

Section 4 Place of Meetings. Meetings of the Board of Directors, whether annual or special, may be held within or without the State of Nevada.

Section 5 Annual Meetings. Unless otherwise determined by the Chairman of the Board and noticed to the Board, the Board of Directors shall meet each year immediately after the annual meeting of the stockholders, at the same place as the meeting of the stockholders for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new Board members for this annual meeting shall be necessary.

Section 6 Other Meetings. Other regular meetings may be held at such times as may be determined from time to time by resolution of the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board or the Chief Executive Officer and shall be called by the Secretary on the written request of a majority of the Board of Directors then in office. Notice of special meetings setting forth the time and place of such meeting shall be given to each director then in office through the following means: personally or telephonically, by electronic mail, facsimile or by other means of written communication at least 24 hours before the meeting. Notice of a meeting need not be given to any director who attends the meeting without protesting, prior to the conclusion thereof, the lack of notice.

Section 7 Voting. Any action required to be taken shall be authorized by a majority of the directors present at any meeting at which a quorum is present.

Section 8 Quorum. At all meetings of the Board of Directors, a majority of the Board of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, but if, at any meeting, less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time.

Section 9 Chairman of the Board. The Chairman of the Board shall be a director and shall preside at all meetings of the Board of Directors and of the stockholders at which the Chairman shall be present. The Chairman shall designate a director or officer to preside at any such meeting where the Chairman is absent. The Chairman of the Board shall have such other duties as the Board of Directors shall determine from time to time.

Section 10 Compensation of Directors. Board members, who are not salaried officers of the Company, shall receive such compensation as shall be fixed from time to time by resolution of the Board of Directors; and, in addition, the directors who are not salaried officers of the Company shall be entitled to reimbursement of the expenses properly incurred by them in attending and returning from meetings of the Board, any committee appointed by the Board, general meetings of the Company, or in connection with the business of the Company or their duties as directors generally.

Section 11 Resignation of Directors. Any director may resign at any time upon written notice to the Company. Such resignation shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the Chief Executive Officer or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless so specified therein.

Section 12 Removal. Any director, or the entire Board of Directors, may be removed from office at any time, provided that any such removal must be approved by the affirmative vote of at least two-thirds of all stockholders entitled to vote.

Section 13 Increase in Number of Directors and Vacancies. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by a majority vote of the directors then in office. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified. Any newly created directorships shall be apportioned such that the classes of directors remain as equal as possible in number. No decrease in the number of authorized directors constituting the entire Board of Directors shall shorten the term of any incumbent director.

Section 14 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all Board members or members of such committee, as the case may be, consent in writing to the adoption of a resolution authorizing the action. Such resolutions and the written consents thereto by the Board or committee members shall be filed with the minutes of the proceedings of the Board or such committee as the case may be.

Section 15 Committees. The Board of Directors may delegate any of its powers to a committee appointed by the Board of Directors, which shall consist of one or more of the directors of the Company, and every such committee shall conform to such directions as the Board of Directors shall impose on them. The meetings and proceedings of any such committee shall be governed by the provisions of these Bylaws regulating the meetings and proceedings of the Board of Directors, so far as the same are applicable and are not superseded by directions imposed by the Board of Directors. The Board of Directors may designate one or more directors as alternate members of a committee to replace any member who is disqualified or absent from a meeting of the committee. Unless the Board of Directors appoints alternate members, the member or members of a committee present at a meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint

another member of the Board of Directors to act at the meeting in the place of an absent or disqualified member of the committee.

Section 16 Participation by Telephone. Any one or more Board members or members of any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE V

OFFICERS

Section 1 Officers. The Board of Directors shall select and appoint the Chairman of the Board, the Chief Executive Officer, the President, the Treasurer, the Secretary and any other officers as it deems advisable from time to time. The Board of Directors shall vote on the appointment of any and all such officers at the regular meeting of the Board held after each annual meeting of the Stockholders. Each officer shall have such authority and perform such duties as may be prescribed from time to time by the Board of Directors, or, in the event of its failure so to prescribe, by the Chief Executive Officer. The Chairman of the Board shall be chosen from among the directors and the Chief Executive Officer shall be a member of the Board of Directors, and other officers may, but need not, be directors. One person may hold more than one office, except that no one person shall hold simultaneously (i) the offices of (A) Chief Executive Officer and (B) Secretary; or (ii) the offices of (A) Chairman of the Board and (B) Secretary.

Section 2 Chief Executive Officer. The Chief Executive Officer shall, subject only to the direction and control of the Board of Directors, have responsibility for the general management of the business affairs and property of the Company, and of its several officers, and shall have such duties and responsibilities and shall report to such persons as the Board of Directors shall determine from time to time.

Section 3 President. The President shall, subject to the direction and control of the Board of Directors and the Chief Executive Officer, have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and its committees and the minutes of all meetings of the Company in books provided for that purpose and the Secretary shall attend to the giving or serving of all notices of the Company. The Secretary may sign with the Chief Executive Officer, or a Vice President, in the name of the Company, all contracts authorized by the Board of Directors or by any committee of the Board of Directors, and, when so ordered by the Board of Directors or such committee, the Secretary shall affix the seal of the Company thereto. The Secretary shall have charge of such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the examination of any director, upon request at the office of the Company during business hours; and shall in general perform all the duties incident to the office

of the Secretary, subject to the control of the Board of Directors, the Chairman of the Board, and the Chief Executive Officer.

Section 5 Treasurer. The Treasurer shall keep the financial accounts of the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company. The Treasurer shall disburse the funds of the Company as may be designated by the Board of Directors and shall render to the Board of Directors and the Chief Executive Officer whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company.

Section 6 Compensation of Officers. The officers of the Company shall be entitled to receive such compensation for their services as may from time to time be determined, or pursuant to authority granted, by the Board of Directors.

Section 7 Removal of Officers. Any officer of the Company may be removed from office, with or without cause, by a vote of a majority of the directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. Election or appointment of an officer shall not of itself create contract rights.

Section 8 Resignation. Any officer of the Company may resign at any time. Such resignation shall be in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein. The resignation of an officer shall be without prejudice to the contract rights of the Company, if any.

Section 9 Filling of Vacancies. A vacancy in any office shall be filled by the Board of Directors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and terminate on the thirty-first day of December in each year.

Section 2 Contracts, Checks, Drafts. The Board of Directors may authorize any officer or officers, agent or agents, in the name of and on behalf of the Company to enter into any contract or execute or deliver any instrument. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company, shall be signed by such officer or officers, agent or agents of the Company, and in such manner as shall be designated from time to time by resolution of the Board of Directors.

Section 3 Deposits. All funds of the Company shall be deposited from time to time to the credit of the Company in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Company, may be endorsed for deposit, assigned and delivered by any officer of the Company,

or by such agents of the Company as the Board of Directors, the Chairman of the Board, or the Chief Executive Officer, may authorize for that purpose.

Section 4 Manner of Giving Notice. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid, subject to any prior periods called for herein. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or by wireless device, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the intended recipient. Any stockholder of the Company, director, officer, or Board committee member may waive any notice required to be given under these Bylaws. Whenever in the Company's Articles of Incorporation or these Bylaws notice is required or permitted to be given by mail, the affidavit or other sworn certificate of the person who mailed such notice, filed with the Secretary of the Company, shall constitute conclusive evidence that such notice has been given and mailed.

Section 5 Construction. These Bylaws are to be construed to be consistent with applicable law, and if such construction is not possible then the invalidity of a Bylaw or a portion thereof shall not affect the validity of the remainder of the Bylaws, which shall remain in full force and effect.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES

Section 1 Definitions. For the purposes of this Article VII, other than sections 7, 10 and 11 hereof, "agent" means any person who is or was a director or officer of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a director or officer of a foreign or domestic company which was a predecessor company of the Company or of another enterprise at the request of the predecessor company; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" include, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Sections 4 or 5(b) of Article VII.

Section 2 Indemnification in Actions by Third Parties. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Company to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the Company, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, to the fullest extent permitted or authorized by applicable law, if that person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person

was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3 Indemnification in Actions by or in the Right of the Company. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an agent of the Company, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action, to the fullest extent permitted or authorized by applicable law, if the person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which that person reasonably believed to be in or not opposed to the best interests of the Company. No indemnification shall be made under this Section 3:

(a) for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 4 Indemnification Against Expenses. To the extent that an agent of the Company has been successful on the merits in defense of any proceedings referred to in Sections 2 or 3 of Article VII or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5 Required Determinations. Except as provided in Section 4 or Section 6 of this Article VII, any indemnification under this Article VII shall be made by the Company only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VII by:

(a) A majority vote of a quorum consisting of directors who are not parties of such proceeding;

(b) The court in which the proceeding is or was pending upon application made by the Company or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Company;

(c) The stockholders;

(d) Independent legal counsel in a written opinion, if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders; or

(e) Independent legal counsel in a written opinion, if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained.

Section 6 Advance of Expenses. Expenses of agents incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the agent to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company. This provision does not affect any rights to advancement of expenses to which Company personnel other than directors may be entitled under contract or otherwise by law.

Section 7 Other Indemnification. The indemnification authorized by this Article VII shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the Company and its stockholders while acting in the capacity of a director or officer of the Company to the extent the additional rights to indemnification are authorized in Sections 78.138, 78.7502, and 78.751 of the Nevada Revised Statutes or any other applicable law. The indemnification provided by this section for acts, omissions, or transactions while acting in the capacity of, or while serving as, a director or officer of the Company but not involving breach of duty to the Company and its stockholders shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the stockholders or disinterested directors, or otherwise to the extent the additional rights to indemnification are authorized in the Company's Articles of Incorporation. An article provision authorizing the indemnification in excess of that permitted by Chapter 78 of the Nevada Revised Statutes or to the fullest extent permissible under Nevada law or the substantial equivalent thereof shall be construed to be a provision for additional indemnification for breach of duty to the Company and its stockholders. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this Article VII shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

Section 8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under Article VII, except as provided in Section 4 or Section 5(b), in circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9 Insurance. The Company shall have power to purchase and maintain insurance on behalf of any agent or other employee of the Company against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's

status as such whether or not the Company would have the power to indemnify the agent against that liability under the provisions of Article VII.

Section 10 Indemnification of Employees and Agents. The Company may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company similar to those conferred in this Article VII to directors and officers of the Company.

Section 11 Amendment to General Corporation Law. The Company may also indemnify its directors, officers, employees, and agents under other or additional circumstances and in other or additional amounts in accordance with amendments to the Nevada Revised Statutes as enacted from time to time.

ARTICLE VIII

EMERGENCY PROVISIONS

Section 1 General. The provisions of Article VIII shall be operative only during a national emergency declared by the President of the United States or the person performing the President's functions, or in the event of a nuclear, atomic or other attack on the United States or a disaster making it impossible or impracticable for the Company to conduct its business without recourse to the provisions of Article VIII. Said provisions in such event shall override all other Bylaws of this Company in conflict with any provisions of this Article and shall remain operative so long as it remains impossible or impracticable to continue the business of the Company otherwise, but thereafter shall be inoperative; provided that all actions taken in good faith pursuant to such provisions shall thereafter remain in full force and effect unless and until revoked by action taken pursuant to the provisions of the Bylaws other than those contained in Article VIII.

Section 2 Unavailable Directors. All directors of the Company who are not available to perform their duties as directors by reason of physical or mental incapacity or for any other reason or who are unwilling to perform their duties or whose whereabouts are unknown shall automatically cease to be directors, with like effect as if such persons had resigned as directors, so long as such unavailability continues.

Section 3 Authorized Number of Directors. The authorized number of directors shall be the number of directors remaining after eliminating those who have ceased to be directors pursuant to Section 2 of Article VIII, or the minimum number required by law, whichever number is greater.

Section 4 Quorum. The number of directors necessary to constitute a quorum shall be one-third of the authorized number of directors as specified in the foregoing section, or such other minimum number as, pursuant to the law or lawful decree then in force, it is possible for the Bylaws of a Company to specify.

Section 5 Creation of Emergency Committee. In the event the number of directors remaining after eliminating those who have ceased to be directors pursuant to Section 2 of Article VIII is less than the minimum number of authorized directors required by law, then

until the appointment of additional directors to make up such required minimum, all the powers and authorities which the Board could by law delegate, including all powers and authorities which the Board could delegate to a committee, shall be automatically vested in an emergency committee, and the emergency committee shall thereafter manage the affairs of the Company pursuant to such powers and authorities and shall have all such other powers and authorities as may by law or lawful decree be conferred on any person or body of persons during a period of emergency.

Section 6 Constitution of Emergency Committee. The emergency committee shall consist of all the directors remaining after eliminating those who have ceased to be directors pursuant to Section 2 of Article VIII. In the event such remaining directors are less than three in number, the emergency committee shall consist of three persons, who shall be the remaining director or directors and either one or two officers or employees of the Company as the remaining director or directors may in writing designate. If there is no remaining director, the emergency committee shall consist of the three most senior officers of the Company who are available to serve, and if and to the extent that officers are not available, the most senior employees of the Company. Seniority shall be determined in accordance with any designation of seniority in the minutes of the proceedings of the Board, and in the absence of such designation, shall be determined by rate of remuneration.

Section 7 Powers of Emergency Committee. The emergency committee, once appointed, shall govern its own members thereof beyond the original number, and in the event of a vacancy or vacancies therein, arising at any time, the remaining member or members of the emergency committee shall have the power to fill such vacancy or vacancies. In the event at any time after its appointment all members of the emergency committee shall die, resign, or become unavailable to act for any reason whatsoever, a new emergency committee shall be appointed in accordance with the foregoing provisions of Article VIII.

Section 8 Directors Becoming Available. Any person who has ceased to be a director pursuant to the provisions of Section 2 of Article VIII and who thereafter becomes available to serve as a director shall automatically become a member of the emergency committee.

Section 9 Election of Board of Directors. The emergency committee shall, as soon after its appointment as is practicable, take all requisite action to secure the election of a Board of Directors, and upon such election all the powers and authorities of the emergency committee shall cease.

Section 10 Termination of Emergency Committee. In the event, after the appointment of an emergency committee, a sufficient number of persons who ceased to be directors pursuant to Section 2 of Article VIII become available to serve as directors, so that if they had not ceased to be directors as aforesaid, there would be enough directors to constitute the minimum number of directors required by law, then all such persons shall automatically be deemed to be reappointed as directors and the powers and authorities of the emergency committee shall be at an end.

ARTICLE IX

AMENDMENTS

Section 1 Amendments. These Bylaws may be altered, amended or repealed only by the affirmative vote of a majority of the Board of Directors then in office.

IN WITNESS WHEREOF, the undersigned does hereby execute these Bylaws on this___day of_____, 200[ ].

[ ], Secretary

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this _____ day of_____, 200[ ], personally appeared before me, a Notary Public in and for State and County aforesaid [ ] known to me to be the person described in and who executed the foregoing Bylaws, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

Notary Public

EIG MUTUAL HOLDING COMPANY
9790 Gateway Drive, Suite 100
Reno, NV 89521

Notice of Special Meeting of Members
To be Held _____, 2007

Notice is hereby given that EIG Mutual Holding Company, a Nevada mutual insurance holding company ("EIG Mutual Holding"), has scheduled a special meeting of members pursuant to Chapter 693A of Title 57 of the Nevada Revised Statutes and the company's amended and restated bylaws (the "Special Meeting").

WHY: **To vote on the Plan of Conversion proposed, approved and adopted by the Board of Directors of EIG Mutual Holding on August 17, 2006 (the "Adoption Date") and amended and restated on October 3, 2006 (the "Plan of Conversion"), including the proposed amendment and restatement of the Articles of Incorporation of EIG Mutual Holding contemplated thereby**. The Plan of Conversion provides for the conversion (the "Conversion") of EIG Mutual Holding from a mutual insurance holding company to a Nevada stock corporation ("Converted EIG Mutual Holding") pursuant to Sections 693A.400 to 693A.540, inclusive, of Title 57 of the Nevada Revised Statutes. The vote will be on the Plan of Conversion in its entirety and not separately on specific components of the Plan of Conversion. The Plan of Conversion contemplates that Converted EIG Mutual Holding will complete an initial public offering of its common stock (the "IPO") simultaneously with completion of the Conversion.

If the Conversion becomes effective, persons who were policyholders of Employers Insurance Company of Nevada ("EICN"), and therefore had a membership interest in EIG Mutual Holding, on the Adoption Date ("Eligible Members") will be entitled to receive consideration in the form of common stock of Converted EIG Mutual Holding and/or cash in exchange for the extinguishment of their membership interests in EIG Mutual Holding. The aggregate consideration will be allocated among Eligible Members in accordance with the allocation formula and methodologies set forth in the Plan of Conversion. Subject to certain limitations, Eligible Members will have the right to elect whether to receive common stock and/or cash if the Conversion becomes effective. If the Conversion becomes effective, Members who are not Eligible Members will have their membership interests in EIG Mutual Holding extinguished without receiving any consideration, in accordance with Nevada law.

WHO: **Those members of EIG Mutual Holding who are eligible to vote**. You are eligible to vote on the Plan of Conversion if you were the owner of an in-force insurance policy issued by EICN, and therefore had a membership interest in EIG Mutual Holding, on either (1) the Adoption Date (and you therefore are an Eligible Member) or (2) _____, 2006 (the record date fixed by the Board of Directors of EIG Mutual Holding (the "Record Date")). *Note: you are entitled to only one vote, no matter how many policies you own. If, however, you own policies in more than*

one legal capacity (e.g., as an individual owner and as a trustee for others), you may vote in each of your legal capacities. You will receive a separate package of materials containing a separate proxy card for each capacity.

The Plan of Conversion will not go into effect unless, among other things, it is first approved by both (a) the Eligible Members, by the affirmative vote of not less than two-thirds of the Eligible Members voting in person or by proxy at the Special Meeting, and (b) the Members, by the affirmative vote of a majority of those persons who are Members as of the Record Date. **Approval or disapproval of the Plan of Conversion will not increase premiums or affect in any way the benefits or dividend eligibility of your policy or contract with EICN. Policy dividends will continue to be paid on dividend-paying policies as declared by the board of directors of EICN (although, as always, dividends are not guaranteed and may vary from year to year).**

WHEN: **Beginning at [9:00] a.m., local time, on _____, 2007**.

WHERE: **The Special Meeting will be held at [ ], in Reno, Nevada.** The Special Meeting may be adjourned to another time or place. If the new time and place for the meeting are announced at the meeting at which the adjournment is taken, EIG Mutual Holding will not be required to give additional individual notices to its members of the adjournment.

Your vote on the proposal is important! You do not need to attend the Special Meeting in person to vote. Instead, you may vote by following the instructions on the proxy card (Card 1). Please complete, date and sign the enclosed proxy card (Card 1) and return it in the enclosed postage paid envelope as soon as possible, but in any event no later than _____, 2007, so that EIG Mutual Holding receives your vote prior to the close of business on _____, 2007. You should mark the proxy card (Card 1) to vote either:

- Yes, for approval of the proposal to adopt the Plan of Conversion and the transactions contemplated thereby, or
- No, to oppose the proposal to adopt the Plan of Conversion and the transactions contemplated thereby.

If a proxy is properly signed and returned and the manner of voting is not indicated on the proxy, the proxy will be voted "YES" for approval of the proposal to adopt the Plan of Conversion.

A proxy that is properly signed and received by EIG Mutual Holding prior to the close of business on _____, 2007, or received in person by EIG Mutual Holding at or prior to the Special Meeting on _____, 2007, will be voted in accordance with the instructions on the proxy, unless properly revoked prior to such vote. Proxies received thereafter will only be voted if the Special Meeting is adjourned, and in that event, only if received at or prior to the adjourned Special Meeting. Voting prior to the Special Meeting by proxy does not affect your right to vote in person in the event that you attend the Special Meeting.

The Board of Directors has unanimously approved and adopted the Plan of Conversion and recommends that all Members of EIG Mutual Holding eligible to vote at the Special Meeting vote "YES" for approval of the Plan of Conversion. The Nevada Commissioner of Insurance has issued an order initially approving the Plan of Conversion pursuant to NRS 693A.455. A copy of the Commissioner's order is attached as Appendix C to the Member Information Statement Part One enclosed herewith. **Approval by the Commissioner does not constitute a recommendation to any Member as to how such Member should vote with respect to the Plan of Conversion.**

A copy of the Plan of Conversion and each exhibit to the Plan of Conversion are included in the Member Information Statement Part One enclosed herewith. We urge you to read the Plan of Conversion, contact us at the number shown below if you have any questions, and consult with your legal or other professional advisors regarding the impact of the Plan of Conversion if it is approved. Also included in this mailing are instructions for completing the proxy card (Card 1) and, for Eligible Members only, the Taxpayer Identification Card (Card 3) and the Form of Compensation Card (Card 4). This information, and additional information about the Plan of Conversion, is also available on our website at www.eig.com.

Questions?

- **Call EIG Mutual Holding toll-free at:** 1-888-900-1476.

Need a replacement proxy card?

- **Call EIG Mutual Holding toll-free at:** [ ].

BY ORDER OF THE BOARD OF DIRECTORS

Lenard T. Ormsby
Secretary

Procedures for the Conduct of Voting on EIG Mutual Holding Company's Proposal to Convert to a Stock Corporation

1. **Introduction**

In connection with EIG Mutual Holding Company's ("EIG Mutual Holding") proposed conversion to a Nevada stock corporation in accordance with a plan of conversion proposed, approved and adopted by the Board of Directors of EIG Mutual Holding on August 17, 2006 and amended and restated on October 3, 2006 ("Plan of Conversion"), pursuant to Chapter 693A.460 of Title 57 of the Nevada Revised Statutes ("NRS") and pursuant to Section 7.2 of the Plan of Conversion, EIG Mutual Holding has set forth below procedures dealing with the conduct of the vote of Members at the Special Meeting of Members. All capitalized terms not defined herein shall have the meaning as set forth in EIG Mutual Holdings' Plan of Conversion.

2. **Section 693A.460 of the NRS**

Section 693A.460 of Title 57 the NRS states, in relevant part, that the Nevada Commissioner of Insurance ("Commissioner") "shall supervise and direct the conducting of the vote on the plan of conversion as necessary to ensure that the vote is fair and consistent with the requirements of this section."

3. **Determination of Members Entitled to Notice of and to Vote on EIG Mutual Holding's Proposal to Convert**

The Plan of Conversion contemplates two voting thresholds described below. The first threshold requires that at least two-thirds of the **Eligible Members** voting in person or by proxy at the Special Meeting approve the Plan of Conversion, as required by NRS 493A.460. Because the Plan of Conversion contemplates the amendment and restatement of the Articles of Incorporation of EIG Mutual Holding, which would require a vote of a majority of Members under Section 2.11 of the Plan of Reorganization of EICN, the second threshold requires that at least a majority of those persons who are Members as of a record date set by the Board of Directors of EIG Mutual Holding (**"Record Date Members**") approve the Plan of Conversion

Each threshold has a different eligibility requirement. A person will be entitled to vote on the Plan of Conversion only if meeting the following eligibility requirements:

First Eligibility Category – Eligible Members

- On the Adoption Date, August 17, 2006, such person was listed on the Company Records as the Owner of one or more Policies issued by EICN; and
- One or more of these Policies was In Force on the Adoption Date.

In accordance with Section 693A.460 of the NRS, Members in this eligibility category each have one vote, regardless of the number of policies owned by the Member.

Second Eligibility Category – Record Date Members

- On the Record Date, such person was listed on the Company Records as the Owner of one or more Policies issued by EICN; and
- One or more of these Policies was In Force on the Record Date.

In accordance with the Bylaws of EIG Mutual Holding, Members in this eligibility category each have one vote, regardless of the number of policies owned by the Member.

4. **Notice of Special Meeting of Members**

EIG Mutual Holding has filed with the Nevada Division of Insurance (the "Division") copies of the proposed notice of the Special Meeting that EIG Mutual Holding will hold at which Members eligible to vote will be asked to vote, either in person or by proxy, on EIG Mutual Holding's proposal to convert to a stock corporation.

Shortly following the issuance by the Commissioner of Insurance of an order initially approving the Application to Convert, EIG Mutual Holding will mail the notice to Members entitled to vote. The notice will be included within a package consisting of the following materials specifically related to the proposed Plan of Conversion (collectively, "Notice of the Proposed Conversion"):

(i) Chairman's Letter

(ii) Member Information Statement Parts I and II

- (a) Notice of Special Meeting
- (b) Plan of Conversion and its exhibits
- (c) Description of plan terms
- (d) Commissioner's initial order approving the Application to Convert
- (e) Description of business and historical financial information of EIG Mutual Holding

(iii) Proxy card

(iv) Postage-paid return envelope

(v) Eligible Members Guide (including election form)(Eligible Members only)

Two groups will receive this mailing:

- Group 1—Eligible Members (Members on August 17, 2006, the Adoption Date).
- Group 2—Record Date Members.

However, if a Member is both an Eligible Member and a Record Date Member, that Member will receive only one package, including the Eligible Members Guide, and will be asked to vote only once on the proposal, and that vote will count as a vote on the Plan of Conversion for purposes of both voting threshold requirements.

EIG Mutual Holding will use a nationally recognized proxy solicitor to conduct the mailing to the Members in the two groups. EIG Mutual Holding will provide the proxy solicitor with the Members' names and addresses used for both the mailing and the proxies. The address will either be the billing address or mailing address, as reflected on the Company Records. The mailing will utilize Address Service Requested forwarding features in the limited instances where the Members' addresses are not current or are incorrect.

EIG Mutual Holding will derive the list of Members and their addresses from EICN's records. EIG Mutual Holding will deliver the Notice of the Proposed Conversion to all Members who are eligible to vote via first class mail.

The mailing to both groups will be identical, except that no Eligible Member Guide (including election form) will be sent to Group 2. The individual proxies will be coded to allow tabulation of votes with respect to both voting requirement thresholds, and/or the tabulation agent will count each proxy as a vote with respect to each voting threshold as to which the Member granting the proxy is entitled to vote.

5. **Receipt, Verification and Tabulation of Proxy Forms**

EIG Mutual Holding will use a nationally recognized tabulation agent to assist in the receipt, custody, safeguarding, verification and tabulation of proxy forms. The proxy solicitor may function as the tabulation agent.

A. Receipt of Proxies

Proxies returned by mail will be delivered in a postage-paid envelope (provided in the notice package to Members eligible to vote) to specifically designated post office boxes. Proxies must be delivered to the proxy solicitor no later than 5:00 p.m. on the day next preceding the date of the Special Meeting, in order to be counted in the vote. In addition to returning proxies by mail, Members eligible to vote may be given the option of sending executed proxies by facsimile, telephone and/or Internet pursuant to customary methods of soliciting proxies via these media.

B. Verification and Tabulation of Proxies

The tabulation agent will open all envelopes by machine which will separate from the rest of the group those proxy forms with attachments. The tabulation agent will manually input those proxy forms with attachments and will forward any extraneous materials to EIG Mutual Holding.

Proxies that are machine-readable will be electronically counted through Optical Character Recognition (OCR). OCR is a method of reading text from paper and translating the images or markings captured from the paper into a form that a computer system can manipulate for efficient and accurate processing. OCR processed proxies will fall into two categories:

(i) Valid or invalid

(ii) “Defective”

To be valid, proxies must meet the following criteria:

- Proxies must only have one box “For” or “Against” checked. If both boxes are checked, the proxy will be deemed invalid.
- Proxies must be properly signed by a representative of the Member entitled to vote.

The tabulation agent will consider those proxies not meeting either of the above criteria as Invalid and will not include them in the final vote count.

The tabulation agent will categorize proxies that have been mangled or with off-center scan lines as Defective and will attempt to repair them manually to be read by OCR for inclusion in the vote. The tabulation agent will discard those Defective proxies that are deemed not repairable.

The envelopes, proxies and any other material contained in the envelopes will be processed and the proxies tabulated by the tabulation agent on a daily basis, to the extent feasible.

The tabulation agent will tabulate proxy totals and forward the results to EIG Mutual Holding’s corporate secretary. In order to be valid in accordance with Section 78.355 of the NRS and EIG

Mutual Holding's bylaws, the proxy must be dated and executed within six months and recorded on the books of EIG Mutual Holding by the close of business on the day after the Special Meeting.

Prior to the close of the Special Meeting of Members, except as otherwise permitted or directed by the Commissioner, the tabulation agent will make information on the Members vote available only as follows:

- The tabulation agent will make available to EIG Mutual Holding current data on the number of votes received and the percentage voted "For" and "Against" adoption of the Plan of Conversion. All data provided will be confidential.
- The tabulation agent will make available to EIG Mutual Holding on a confidential basis information on the receipt (but not the voting preferences) of a Member's proxy.
- As promptly as practicable after the close of the Special Meeting, the tabulation agent shall provide to EIG Mutual Holding a certificate as to the accuracy of the vote count. EIG Mutual Holding will also provide the Board of Directors with a complete and specific tabulation as soon as is practicable after the date of the Special Meeting. All proxies and such computer tapes and other records deemed necessary by the Commissioner to record the vote shall be delivered to the inspectors. All proxies shall, immediately upon completion of the vote count, be placed in sealed packages and stored as directed by the inspectors.

6. **Resolution of Disputes**

The following are guidelines that will be employed in determining which proxies are valid or invalid for purposes of counting them.

A. Proxies must only have one box "For" or "Against" checked. If both boxes are checked, the proxy will be deemed invalid.

B. Proxies must be signed by or on behalf of one of the named insureds. If there is no signature, the proxy will be deemed invalid. If neither box is checked, but the proxy is signed, the proxy will be deemed a valid vote in favor of the Plan of Conversion.

(i) If a proxy is signed, but no preference for the vote is indicated, it shall be deemed valid and a vote "For" the Conversion.

(ii) A proxy shall not be deemed invalid merely because the signature is hand printed or written in pencil, or because it bears a rubber stamped or facsimile signature or because the signature appears on the proxy other than on the indicated signature line.

C. The addition of an address different from that appearing on the Company Records shall not affect the validity of that proxy.

D. If a Member entitled to vote shall have executed more than one proxy in respect of the same voting policies, the following Rules shall apply to determine which proxy shall prevail:

(i) The proxy with the latest execution date or date of receipt shall prevail.

(ii) The date of execution of a proxy shall be the date written on the proxy card (the date of the post mark on the envelope shall not be considered the execution date).

(iii) If, after application of the Rules contained in (a) and (b) above two or more conflicting proxies have the same latest execution date, the policies represented by such conflicting proxies shall be deemed "stand-offs" and shall not be voted.

E. A proxy in the name of a person other than a natural person must be signed by an officer or other person purporting to act in an official capacity on behalf of such person and when so signed is presumptively valid in the absence of satisfactory evidence of lack of authority of such person to act. If the Member's name has been repeated, the official capacity of the signer need not be indicated. No corporate seal, attestation, or copy of bylaws, or resolution conferring authority is necessary.

F. A proxy signed merely in the name of one of the Members entitled to vote listed in paragraph E above, but without the signature of an individual purporting to act on behalf of such Member, is presumptively invalid.

G. Eligible Members may also authorize individuals other than designated employees of EIG Mutual Holding to cast their votes by proxy; however, only proxies that meet all applicable legal requirements will be considered valid.

H. If a proxy is not dated, the proxy will be counted as of the date the proxy was received by the tabulation agent.

The intent of these Rules is to favor giving validity to the proxies and the intent of the Members entitled to vote where discernible, and the inspectors or assistants shall act accordingly. Where a matter is not covered by these Rules, the inspectors or assistants shall generally favor validity rather than invalidity of the proxies.

Employers Insurance Group, Inc.
EIG Mutual Holding Company

Allocation of Consideration Among Eligible Members in a Proposed Demutualization

Actuary's Report on Allocation Methodology

August 17, 2006

TOWERS PERRIN TILLINGHAST

August 17, 2006

Board of Directors
EIG Mutual Holding Company
Employers Insurance Group, Inc.
9790 Gateway Drive
Reno, NV 89521

Ladies and Gentlemen of the Board:

RE: ACTUARY'S REPORT ON ALLOCATION METHODOLOGY

Enclosed is our report describing the methodology that the Board of Directors has adopted for determining the allocation of consideration among eligible members in the proposed demutualization, and summarizing the rationale for the allocation formula structure and components.

This report is intended for inclusion with the Plan of Conversion submission to the Nevada Division of Insurance, and for inclusion with the Member Information Statement that will be distributed to members of EIG Mutual Holding Company.

Sincerely,

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Robert F. Conger, FCAS, MAAA
Principal

71 South Wacker Drive, Suite 2600, Chicago, IL 60606-4637

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August 17, 2006

BACKGROUND, PURPOSE AND SCOPE

In connection with the proposed demutualization of EIG Mutual Holding Company ("EIG Mutual Holding"), EIG Mutual Holding proposes to distribute consideration to eligible members, in an aggregate amount equal to not less than the statutory surplus[1] of Employers Insurance Company of Nevada ("EICN"), in exchange for the extinguishment of their membership rights in EIG Mutual Holding.

The Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. ("Tillinghast" or "we") was engaged by Employers Insurance Group, Inc., and EIG Mutual Holding (which we will reference collectively as "EIG") to:

- Provide consulting services throughout EIG's development of the allocation formula. These services include advising and assisting the Board of Directors of EIG Mutual Holding (to which we will refer as "the Board") in analyzing, evaluating, weighing and sensitivity-testing various potential approaches and formulas for use in the allocation of consideration among eligible members. However, it was not the role of Tillinghast to select the formula to be used: it is the purview of the Board to select the ultimate formula and parameters to be used in the allocation of consideration.
- Prepare an actuarial opinion (the "Actuary's Opinion") as to whether all methodologies and formulas used to allocate consideration among eligible members are reasonable, and the allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective. The Actuary's Opinion is set forth in a separate document that has been provided to the Board as input to the Board's deliberations on the demutualization, and is summarized at the conclusion of this report. An updated version of the Actuary's Opinion will be prepared and delivered as of the effective date of the demutualization.

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1 "Statutory surplus" meaning the surplus of EICN as reported in the statutory financial statements most recently filed prior to the demutualization effective date by EICN with the Nevada Division of Insurance.

As part of our engagement, we prepared this report ("Actuary's Report") to:

- Describe, explain and illustrate the formula by which consideration will be allocated among eligible members of EIG Mutual Holding upon the extinguishment of the membership rights of those members if the demutualization goes forward as proposed by EIG Mutual Holding. This formula will be referenced as the "allocation formula" throughout this report. The allocation formula is formally defined in Article X and Article I of the Plan of Conversion (the "Plan of Conversion") adopted by the Board.[2]
- Discuss various principles that guided the development of the allocation formula by EIG Mutual Holding, and that guided Tillinghast's analysis and review regarding the allocation formula.
- Discuss the components of the allocation formula selected by the Board, and also discuss several factors that were evaluated but ultimately not included in the allocation formula.

Limitations on Scope

Tillinghast has not estimated or evaluated the factors relating to the total amount of consideration to be distributed to eligible members, and Tillinghast is not forecasting the total amount of consideration to be distributed, nor is Tillinghast rendering an opinion as to the appropriateness of any specific amount of consideration.

Eligible members may receive consideration in the form of shares in Converted EIG Mutual Holding and/or in the form of cash. The Plan of Conversion defines the manner in which the form of consideration will be determined for eligible members. The scope of Tillinghast's engagement does not address the appropriateness of the different forms of consideration to be received by the eligible members of EIG Mutual Holding collectively or individually.

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2 Throughout this report, we provide various summaries and overview descriptions of various elements and structures of the allocation formula and of the determination of consideration, definitions of specific concepts such as "eligible members" or "premium", and other references to elements that are detailed in the Plan of Conversion. To increase ease of reading, this report intentionally does not include all the detail of each of these concepts and definitions. The reader must refer to the Plan of Conversion for formal, detailed definitions and procedures. In the event of any discrepancy between the Plan of Conversion and this report, the Plan of Conversion takes precedence over this report

The scope of Tillinghast's engagement does not address the effect of the proposed demutualization on the financial security of EIG Mutual Holding or EICN, or the effect of the proposed demutualization on the interests of the members of EIG Mutual Holding.

DISTRIBUTION AND USE

We prepared this Actuary's Report to assist EIG in explaining the allocation methodology and formula.

The Actuary's Report is intended for inclusion with several formal documents related to the proposed demutualization:

- The Plan of Conversion that will be filed with the Nevada Division of Insurance to propose the details of the demutualization of EIG Mutual Holding.
- The Member Information Statement that will be distributed to members of EIG Mutual Holding.

Tillinghast consultants will be available to testify at a public hearing to be held by the Nevada Division of Insurance regarding the proposed demutualization. At that hearing, Tillinghast consultants will be prepared to present the Actuary's Report and the Actuary's Opinion, to discuss the allocation methodology and formula, and to answer questions that may arise in the course of the hearing.

The Actuary's Report (and/or the Actuary's Opinion) may be included with materials provided to the U.S. Securities and Exchange Commission in connection with a proposed initial public offering of shares in Converted EIG Mutual Holding.

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RELIANCES AND LIMITATIONS

In the course of our engagement, Tillinghast relied upon various data and information regarding the business of EIG, and regarding the members of EIG Mutual Holding. Such data and information were provided to Tillinghast by EIG. In all cases, we were provided with the information required. Tillinghast reviewed the data and information for reasonableness and consistency, but relied on EIG as to the completeness and accuracy of the data and information provided to Tillinghast.

Our analysis does not represent a legal review of the Plan of Conversion, but rather reflects the application of actuarial concepts to the requirements set forth in Chapter 693A of the Nevada revised Statutes.

Likewise, our review does not address the overall fairness of the Plan of Conversion, but rather considers specifically whether all methodologies and formulas used to allocate consideration among eligible members are reasonable, and the allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective.

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DESCRIPTION OF THE ALLOCATION FORMULA

This section of the Actuary's Report describes the allocation formula to be used to determine the amount of consideration allocable to each eligible member of EIG Mutual Holding.

Determination of Consideration for Each Eligible Member

Upon the demutualization of EIG Mutual Holding, and the resulting extinguishment of the rights of eligible members of EIG Mutual Holding, the consideration allocable to each eligible member will be determined in three steps, which may be summarized as follows:

1. For each eligible member of EIG Mutual Holding, a Member Allocation Percentage will be calculated in accordance with the allocation formula selected by the Board. Summed across all eligible members, the Member Allocation Percentages will total to 100%. The Member Allocation Percentage calculation is described later in this section.
2. The Member Allocation Percentage will be multiplied by the total number of allocable shares in Converted EIG Mutual Holding, as defined in the Plan of Conversion, and rounded, to determine the number of shares for each eligible member.
3. For a member that is receiving all of its consideration in the form of shares, the result of the calculation in the preceding step is the number of shares that the member will receive. For a member that is receiving a portion or all of its consideration in the form of cash, the percentage of consideration being received in cash will be multiplied by the total number of shares for that member. The result will be multiplied by the IPO share price to determine the amount of cash to be distributed to that member.[3] The remaining consideration for that member will be in the form of shares in Converted EIG Mutual Holding.

For example, using hypothetical values, if the total number of allocable shares is 50,000,000 and an eligible member has a Member Allocation Percentage of 0.0102%, that member's consideration is 5100 shares (50,000,000 x (0.0102 / 100)). If that member is receiving

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[3] The Plan of Conversion includes several detailed refinements and exceptions to this calculation to avoid fractional shares and odd lots of shares.

ninety percent of its consideration in the form of cash and ten percent in the form of shares, that member will receive 510 shares (5100 x (10/100)) in Converted EIG Mutual Holding and the other 4590 shares will be translated into cash based on the IPO share price (cash = number of shares, multiplied by IPO share price).

The total amount of consideration to eligible members receiving cash will depend on the price per share at which the common stock is sold to the public in the initial public offering. The price per share in the IPO, as well as the total number of allocable shares, will be determined by EIG with guidance from its advisors based on public market supply and demand characteristics, the business and financial outlook of EIG Mutual Holding, current trading multiples of comparable companies, analyses by investment bankers and underwriters, and other factors. Under Nevada statute and the Plan of Conversion, the total amount of consideration to eligible members cannot be less than the statutory surplus of EICN as reported in the statutory financial statements most recently filed by EICN with the Nevada Division of Insurance prior to the effective date of the demutualization, currently projected to be in the first quarter of 2007.

Eligible Members

An eligible member is a Person who is the owner of one or more in force policies with EICN on the date the Plan of Conversion is adopted by the Board, as reflected in the company records, and who therefore has a membership interest in EIG Mutual Holding on that adoption date. The definition of eligible member is dictated by Nevada statute. Only eligible members are entitled to receive an allocation of consideration.

Based on the company records as of April 30, 2006, EICN had approximately 6800 in force policies. The determination of eligible members will be made as of the adoption date of the Plan of Conversion using the company's records as of that date. The number of EICN policies in force and the number of EIG Mutual Holding members as of the adoption date of the Plan of Conversion will likely differ from the number of policies in force on April 30, 2006.

For purposes of calculating the allocation of consideration among the eligible members, EIG will use company records as of September 30, 2006 (the "calculation date") to perform the calculation, allowing time for premium audits and other similar premium adjustments to be calculated and recorded on the EIG books and thereby included in the calculations.

Member Allocation Percentage

The Member Allocation Percentage has two primary components: the Fixed allocation percentage and the Variable allocation percentage. This section describes the calculation of the Member Allocation Percentage and its components. The rationale for the allocation formula and its components are summarized in the Discussion section of this report.

- **Fixed allocation percentage**. 20% of the total consideration will be allocated to the eligible members on a so-called "fixed" basis, meaning that each and every member will be accorded an equal, pro rata share of this portion of the consideration. For example, if there are 7000 eligible members in EIG Mutual Holding as of the adoption date of the Plan of Conversion, then each eligible member's fixed allocation percentage will be equal to 20% x (1 / 7000), which approximately[4] equals 0.0029%. The actual fixed allocation percentage applicable to each eligible member will be determined following the adoption of the Plan of Conversion, when the actual number of eligible members is known.
- **Variable allocation percentage**. 80% of the total consideration will be allocated to the eligible members on a so-called "variable" basis, meaning that different eligible members will receive different proportions of this component, dependent on the longevity of the policyholder relationship with EICN, and the amount of premium for their coverage purchased from EICN.

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4 As documented in the Plan of Conversion, actual allocation percentages for eligible members will be calculated and rounded to ten decimal places. The examples and illustrations in this report are shown to fewer decimal places for ease of reading.

More specifically, the two components of the Variable allocation percentage are as follows:

- **Tenure allocation percentage**. 45% of the total consideration will be distributed to the eligible members based on the length of their policyholder relationships with EICN. The length of the policyholder relationship with EICN will be determined as the number of days on which the member has maintained coverage with EICN, counting only days beginning with and including January 1, 2000 (when EICN began operations as a Nevada mutual insurance company) and ending on and including August 17, 2006 when the Board adopted the Plan of Conversion. For example, an eligible member that has been insured continuously by EICN since January 1, 2000 will be credited with 2421 days of coverage for purposes of the allocation formula, and an eligible member that has been insured by EICN only during the period February 17, 2006 through the present will be credited with 182 days of coverage for purposes of the allocation formula. A similar calculation will be performed for each eligible member, and the results summed over all eligible members. For an individual eligible member, the tenure allocation percentage is calculated as 45%, multiplied by the number of days that the member has maintained coverage with EICN, divided by the corresponding number summed over all members. The actual days of coverage for each eligible member, and the total days of coverage for all eligible members combined, will be determined based on EIG's records on the calculation date.

  For example, if TNW Company, a hypothetical eligible member, has maintained coverage with EICN during 1150 of the days between January 1, 2000 and August 17, 2006; and if all eligible members combined have maintained coverage with EICN during a total of 11,500,000 days during this same period, then the Tenure allocation percentage for the TNW Company is (45% x 1150 / (11,500,000)) = 0.0045%.

- **Premium allocation percentage**. 35% of the total consideration will be distributed to the eligible members based the amount of premium associated with their policyholder relationships with EICN. The amount of premium associated with the policyholder relationship with EICN will be determined as the net premium for any policy periods or portions of policy periods between January 1, 2001 and August 17, 2006 when the Board

adopted the Plan of Conversion. Net premiums are inclusive of any payroll audits that have been completed and invoiced as of the calculation date, and premiums are net of retrospective rating plan adjustments, if any, that have been recorded as of the calculation date. For purposes of the allocation formula, premiums for portions of policy periods will be calculated pro rata based on the number of days a policy was in force that fall within the January 1, 2001 through August 17, 2006 period, as compared with the total number of days that a policy was or will be in force. A similar calculation will be performed for each eligible member, and the results summed over all eligible members. For an individual eligible member, the Premium allocation percentage is calculated as 35%, multiplied by the member's premium associated with the policyholder relationship with EICN, determined as described above, divided by the corresponding premium amount summed over all members. The premium amount for each eligible member, and the total premium for all eligible members combined, will be determined based on EIG's records on the calculation date.

For example, if TNW Company, a hypothetical eligible member, has total net premium of $24,000 as described above; and if all eligible members combined have total net premium of $300 million as described above, then the Premium allocation percentage for the TNW Company is (35% x $24,000 / ($300,000,000)) = 0.0028%.

The Variable allocation percentage is the sum of the Tenure allocation percentage and the Premium allocation percentage. For the hypothetical TNW Company, assuming the illustrative values from above, the Variable allocation percentage is 0.0045% plus 0.0028% = 0.0073%.

The Member Allocation Percentage is the sum of the Fixed allocation percentage and the Variable allocation percentage. For the hypothetical TNW Company, assuming the illustrative values from above, the Member Allocation Percentage is approximately 0.0029% plus 0.0073% = 0.0102%.

Continuing this hypothetical example, if the total number of allocable shares is 50,000,000 then TNW Company's member's consideration is 5100 shares (50,000,000 x (0.0102 / 100)),

which may be distributed as shares, cash, or a mixture of shares and cash as provided in the Plan of Conversion.

In mathematical form, the Member Allocation Percentage may be expressed as follows:

Member Allocation Percentage $_{member\ i}$ =

$$\mathbf{20\%} \times \frac{1}{\mathbf{N}}$$

plus

$$\mathbf{45\%} \times \frac{tenure_{\ member\ i}}{\sum_{k=1}^{N} tenure_{\ member\ k}}$$

plus

$$\mathbf{35\%} \times \frac{premium_{\ member\ i}}{\sum_{k=1}^{N} premium_{\ member\ k}}$$

where

N is the total number of eligible members; and

Tenure and Premium are explained above, and are defined fully in the Plan of Conversion.

DISCUSSION

This section of our report discusses various factors that the Board took into account in the development and selection of the allocation formula, and various factors that we considered in our review of the allocation formula. The factors discussed here are among the factors that we believe were important in the deliberations, but this is not an exhaustive list of every factor or every important factor in the Board's deliberations or in our review.

Statutory Requirements, Actuarial Standards, and Precedent

Nevada statutes and EIG By-Laws do not specify the manner in which consideration is to be allocated to eligible members upon the extinguishment of membership rights in the event of demutualization.

The statute requires that EIG certify that the plan of conversion, as a whole, is fair and equitable to the eligible members; and the statute requires an opinion from a qualified actuary attesting that all methodologies and formulas used to allocate the consideration amount among eligible members are reasonable. These requirements have been fulfilled. The Commissioner of Insurance shall not approve the application (for conversion) unless the Commissioner finds that the plan of conversion is fair and equitable to the policyholders.

There is no actuarial standard of practice in the United States that addresses the allocation of consideration in property/casualty insurance company demutualizations. There is an actuarial standard of practice that provides guidance concerning the allocation of policyholder consideration in mutual life insurance company demutualizations, but this guidance does not directly apply to property/casualty insurance companies and is of limited usefulness in evaluating the allocation of consideration in property/casualty insurance company demutualizations, because the characteristics of life insurance companies and the dynamics of life insurance products and policyholder relationships are markedly different than for property/casualty insurance generally or workers compensation specifically. We did refer to the actuarial standard applicable to life insurance company demutualizations as one point of reference as we evaluated the allocation formula for EIG Mutual Holding.

We also reviewed the allocation formulas used in prior demutualizations as we evaluated the allocation formula for EIG Mutual Holding. We reviewed life insurance company, property/casualty insurance company, and other financial institution demutualizations both in the United States and in other countries. The size and nature of the insurance companies and policyholders in prior demutualizations have varied widely; the allocation formulas used in these prior demutualizations also have varied widely. We did find some generally consistent characteristics in the allocation formulas used in many of the life insurance company demutualizations, particularly in the U.S., where the aforementioned actuarial standard applies. However, many of the characteristics of the life insurance company allocation formulas are not directly applicable to property/casualty insurance. While the allocation formulas used in prior demutualizatio ns are not directly relevant to the EIG Mutual Holding demutualization because the characteristics of the insurance companies, products, and policyholders are different, we did refer to the allocation formulas in prior demutualizations as a set of reference points as we evaluated the allocation formula for EIG Mutual Holding.

The concept of fixed and variable components in the allocation formula is found in the actuarial standard applicable to U.S. life insurance company demutualizations, and in many of the prior demutualizations of companies as large as or larger than EIG, both within the U.S. and abroad. The concept of fixed and variable components has been used in both life and property/casualty demutualizations. The articulated rationale for the fixed component in these reference points are most typically related to the fact that certain membership rights – most notably member voting rights – are uniform across all eligible members, i.e., one vote per member regardless of other member characteristics such as length of relationship or insurance coverage amount or premium amount. The By-Laws of EIG Mutual Holding provide that each eligible member has one vote, regardless of the number of policies owned or policy size. Another reason sometimes offered for the inclusion of a fixed component is that a portion of the market value of a company may be attributable to prior generations of policyholders rather than to current members, and thus no current member has a greater entitlement to that portion of the market value than any other current member (i.e., it should be allocated evenly across the eligible members). In the precedents we examined, the fixed component most typically received a weight in the range of 10% to 25% in the allocation

formula for large demutualizations, although a number of smaller company demutualizations included no fixed component, and one large property/casualty demutualization used a weight of 50% for the fixed component.

Large life insurance company demutualizations in the United States typically have used a measure (known as "contribution-to-surplus") of the economic value generated for the company by different cohorts of policyholders as a significant basis for allocating the variable portion of the consideration. The contribution-to-surplus measure used in life insurance company demutualizations has been characterized as having conceptual and theoretical merit for use in such cases, but also as being overly complex and very difficult for members to understand. We examined the contribution-to-surplus measures used in life insurance company demutualizations, and concluded that they would not be appropriate for use in the case of EIG Mutual Holding due to significant differences in the nature and dynamics of the business, the products, and the policyholder relationships. In particular, the more rapid turnover of property/casualty business, the pricing of the workers compensation business on an annual basis, and the random nature of workers compensation claims make the contribution-to-surplus measures used in life insurance company demutualizations less relevant or appropriate in the present case.

Allocation Principles

In the absence of specific direction from the statute or By-Laws, and in the absence of actuarial standards or consistent precedent to define the manner in which the allocation formula is be designed, EIG, with guidance from Tillinghast, adopted a set of Allocation Principles. The Board then used these Allocation Principles to guide the determination of the allocation formula; and Tillinghast used the Allocation Principles as a basis for our evaluation of whether the allocation formula is fair and equitable to eligible members, and reasonable, from an actuarial perspective.

The Allocation Principles are as follows. We have added commentary to the Principles to assist the reader in understanding them.

1. The allocation to eligible members must comply with the relevant statutes and with applicable By-Laws.

   Commentary: This principle is self-explanatory.

2. The allocation approach should be fair in regard to the membership rights that are being extinguished in the demutualization.

   Commentary: A subsequent subsection of this report enumerates the membership rights of a member in EIG Mutual Holding, and discusses the implications of those membership rights as regards the allocation formula.

3. The allocation approach should lead to an equitable allocation of value among eligible members.

   Commentary: The allocation of value is a zero-sum game: if a larger percentage of consideration is allocated to one group of members, a commensurate reduction must be made to other members' allocations. This principle addresses equity among members, e.g., does the amount allocated to member A appear reasonable in relation to member B's allocation, given the specifics of the two members and their policies? Does the relative amount allocated to a group of members appear reasonable in relation to the characteristics of their policyholder relationships with the company?

4. The allocation approach should consider how much current members have contributed to the current value of the Company, to the extent reasonable, practical, and quantifiable.

   Commentary: The contribution of each member to the Company surplus may be related to the profitability of the member's business with the Company, the size (premium volume) of the policy, and the tenure of the member (number of years as a customer). The extent that a portion of the Company's value is attributable to policyholders other than current eligible members may impact the decision as to the

size of the fixed component in the allocation formula, as well as other elements of the formula. Practicality should be a consideration in the the application of this principle.

5. The allocation of value should recognize the unique nature of property/casualty business.

   Commentary: The nature of the property/casualty business, and the nature of property/casualty insurance contracts and claims are significantly different from life insurance. Therefore, allocation formulas that have been developed for life insurance company demutualizations are not directly applicable to property/casualty demutualizations. Property/casualty contracts typically are written on a one-year basis and are subject to non-renewal or re-pricing each year; property/casualty policyholders display significant year-to-year mobility in selecting their insurance companies; and property/casualty contracts may produce claims that vary widely in number and cost from one policyholder to the next, and from one year to the next, at least in part the result of random events not entirely controllable or predictable.

6. The allocation of value should recognize the specific characteristics of the Company.

   Commentary: Relevant characteristics may include the type of product (workers compensation) written by the company, the duration and turnover rate of policyholder relationships, the mix of policyholders by size or other characteristics, the volume and profitability of the company's business over time, and the historical creation or dissolution of corporate entities.

7. The allocation formula should be simple, practical to implement and relatively easy to explain; and should be capable of being understood by a lay audience to be fair and equitable.

   Commentary: This principle is largely self-explanatory. The practicality element indicates that the data that are required to implement a particular formula exist, be complete and accurate, and be administratively feasible to utilize. This principle also directs that theoretical formula characteristics be balanced by the ability of members

to understand the formula to be fair and equitable. For example, allocation approaches that allocate more to long-term policyholders than to short-term policyholders, and that allocate more to those policyholders who have paid large premiums, can be understood as being fair and equitable.

These Allocation Principles do not define a specific formula that must be used in the allocation of consideration, but provide a framework for designing and evaluating an allocation formula. It is likely that many alternative allocation formulas could satisfy these Principles.

Membership Rights and Their Significance to the Allocation Formula

Nevada statutes require that the Plan of Conversion provide for the distribution of consideration to the eligible members upon the extinguishment of their membership interests in the converting mutual. Per the Amended and Restated Plan of Reorganization of EICN (adopted in 2004) and the Articles of Incorporation and By-Laws of EIG Mutual Holding, such membership interests consist of:

- The right to elect directors
- The right to vote on an amendment to the articles of incorporation
- The right to vote on a plan of conversion to a stock company
- The right to vote on such matters as may come before the members at an annual meeting or at a special meeting of members
- The right to receive distributions of the remaining surplus, if any, in the event of the ultimate dissolution or liquidation
- Subject to eligibility requirements of Nevada statute, the right to receive consideration, not less than the surplus of the converting mutual, in exchange for the extinguishment of membership interests as a result of conversion to a stock company

These membership rights have two distinct aspects: voting, and receiving financial distributions/consideration. Voting rights are established on a per member basis, with a

small or recent policyholder having the same vote as a large and/or long-standing policyholder. The By-Laws of EIG Mutual Holding provide that each eligible member has one vote, regardless of the number of policies owned or policy size. In light of the nature of these membership rights, we believe that it is appropriate that material weight be assigned to the fixed component of the allocation formula, as it has in other large insurance company demutualizations. The membership rights also make members eligible to receive financial distributions or consideration, in certain situations. We therefore believe it is appropriate that a material portion of the allocation formula include recognition of policyholder characteristics that reflect some measure of the value of a policyholder relationship to EIG. However, as noted earlier, we do not believe the specific contribution-to-surplus approach used in large U.S. life insurance company demutualizations to measure value generation is an appropriate or useful measure in the case of EIG.

Rationale for the Allocation Formula Components and Weights

As described earlier, the allocation formula incorporates several components: fixed, tenure-based, and premium-based.

The fixed component

The inclusion of a fixed component is consistent with many prior demutualizations of large insurance companies. As noted above, the inclusion of a fixed component gives recognition to the fact that various membership rights being extinguished in the demutualization (specifically, voting rights) are established on a per member basis, and do not vary according to the tenure, premium volume, or other characteristics of the member's policy. The inclusion of a fixed component also is warranted by the fact that a portion of the market value of EICN was not generated by the current eligible members, and thus for at least a portion of the market value there is no particular basis for allocating proportionately more consideration to one category of eligible members in preference to another category.

EIG has assigned a weight of 20% to the fixed component of the allocation formula. This weight is in the range of weights assigned to fixed components in other large insurance company demutualizations, where the fixed weight has typically been in the range of 10% to

25%. The assignment of a material weight to the fixed component recognizes that voting rights in the mutual company are established on a per member basis. The fact that a portion of the market value of EICN was not generated by the current eligible members also supports assigning a material weight to this component. In addition, the assignment of a material weight to the fixed component is a practical way to ensure that no eligible member receives an insignificant amount of consideration.

The tenure component

The inclusion of a tenure-based component recognizes that long-term policyholders have helped make EICN a viable entity by composing a critical mass of business for the company; by reducing the expenses required to replace lost business; and by creating a relatively stable base of exposures and claims that has helped make EICN's business economics more predictable. A longer policyholder relationship is more desirable than a short one for other reasons as well: more years over which the insurance company has had an opportunity to earn and retain a profit from the relationship; an opportunity for good and bad years to average out; and amortization of the initial expenses of obtaining new business. A longer policyholder relationship may also be indicative of other favorable factors: it may reflect that the employer is operating a more stable business, which can be associated with more predictable claims experience; and it may indicate that the EICN-policyholder relationship is constructed on more solid footing than one in which the policyholder changes insurers every time it finds a slight price advantage.

As specifically defined in the Plan of Conversion, the tenure-based component will count periods of the eligible member's coverage with EICN at any time during the period January 1, 2000 through August 17, 2006. This reflects the entire period since the company has been organized as a Nevada mutual insurance company (and subsequently as part of the EIG Mutual Holding structure) and doing business as EICN. Through the inclusion of this entire period, a member that has been insured continuously with EICN will receive a significantly larger allocation of consideration than a member who has been insured with EICN only during 2006, for example. This is a characteristic of the allocation formula that is reflecting the value of long-term policyholder, as intended by the Board.

In some cases policyholders have remained insured with EICN throughout the years; in other cases, policyholders have returned to EICN after sampling the offerings of other competitors. A policyholder that has remained with EICN continuously since January 1, 2000 will receive a greater allocation from the tenure-based element of the allocation formula than a policyholder with interruptions in its relationship with EICN, but for each policyholder all periods of coverage with EICN since January 1, 2000 will be recognized in the tenure-based component of the formula.

The Board has assigned a weight of 45% to the tenure-based component of the allocation formula. This weight reflects the importance and value that the Board assigns to long-term stable client relationships, and the economic value that such long-term relationships bring to EIG. The tenure-based measure does not distinguish between large and small policyholders, and the weight assigned to this component reflects the Board's intent that the allocation formula be fair and equitable among all eligible members, including small policyholders.

The premium component

The inclusion of a premium-based component in the allocation formula recognizes that the potential for making and retaining profits on a larger account is proportionately greater than on small accounts. Profit loadings tend to be incorporated as a percentage of premium. Larger accounts also provide more predictable claims experience, and offer greater opportunities for loss control and return-to-work programs. A counterbalancing factor, and a reason not to overweight the premium size component, is that the competitive market tends to be more vigorous for larger policyholders, which can reduce the profit margins on these accounts. The inclusion of a premium size component also recognizes that the critical mass of business to make EICN viable is related to the size of the individual policyholders: a policyholder with $10,000 of premium creates ten times as much critical mass as a policyholder with $1000 of premium.

The Board selected a multi-year measure of a policyholder's premium in the allocation formula. The use of a multi-year measure of premium is a better long-term measure of the policyholder size, and also recognizes that a policyholder that has paid a premium amount every year has generated more value for EICN than a policyholder of similar size but who

has only been a policyholder for a single year. The use of a multi-year measure of premium also reinforces the tenure measure, which by itself does not allocate a large amount of consideration relative to the size of a large policyholder's premium. The use of a multi-year measure of premium also helps ensure that the amount of consideration paid to a member is reasonable relative to the total premium that the member has paid to EICN over the years.

The multi-year measure used for premiums includes premium information back as far as January 1, 2001. The selection of this starting date, which differs from the tenure measure, reflects the Board's appropriate attention to the practical requirement that the data used in the allocation calculations must be complete, accurate and consistent. Due to changes in the uses and applications of rating plans; as well as the manner in which older historical data was captured and recorded, EIG appropriately concluded not to include premium prior to January 1, 2001 in the allocation formula.

The Board has assigned a weight of 35% to the premium-based component of the allocation formula. This weight reflects the company's intent that the allocation of consideration be fair and equitable among eligible members of all sizes, by assuring that large policyholders are receiving significant amounts of consideration. This weight results in policies of all sizes receiving consideration that is a significant percentage of the total premium that the individual policyholders have paid to EICN.

Alternative Allocation Formula Components Considered But Not Included

Many potential formula components and specific measures were considered carefully by the Board for possible inclusion in the allocation formula, and it would not be practical or useful to discuss all of them in this report.

Two elements that received considerable discussion, but ultimately were not included in the allocation formula, were: a specific measure of policyholder profitability; and tenure as a policyholder with EICN's predecessor organization, prior to January 1, 2000.

- Specific measure of policyholder profitability. Policyholder tenure and premium size are indirect measures of policyholder profitability: all other factors being equal, long-term

policyholders tend to generate more value than short-term policies for a property/casualty insurance company, and policies with large premium amounts hold the potential to generate more dollars of profit than do policies with small premium amounts. These indirect measures are included in the allocation formula. We also examined using various direct measures of policyholder profitability, for example taking into account individual policyholder claims experience, the inherent volatility and predictability of claim frequency and claim amount, the expenses of servicing different policy sizes, the pricing structures that have been used at EIG, and possibly other factors.

The Board gave these measures careful consideration, but ultimately decided that the conceptual and practical difficulties associated with measuring policyholder profitability outweighed the theoretical appeal of including such measures. Some of the factors considered in this decision included: that recent years of business have not been profitable for EICN in aggregate; the inherently random and uncontrollable nature of many workers compensation claims, both as to the frequency and the severity of the claims, particularly as regards small policyholders; a desire to avoid penalizing employers that have reported workplace injuries in accordance with statute, or rewarding employers that have not; the difficulty of measuring profitability on a workers compensation policy, for example due to the need to reflect the cost of future medical care and future wage replacement to existing claimants, and due to the potential over-influence of individual large claims; and, finally, the challenges of keeping the profitability measure simple, practical, and understandable.

In our view, these factors would have precluded according any large weight to a profitability measure in any case, and the decision to accord no weight to a profitability measure, following careful review of the issues, is in our opinion, reasonable and appropriate.

- Tenure prior to January 1, 2000. EICN has been operating as a Nevada mutual insurance company and/or as part of a mutual holding company structure since January 1, 2000. Its predecessor entity, the State Industrial Insurance System (or SIIS) , was an agency of the state of Nevada. In light of the fact that longstanding policyholder relationships can be

valuable to a property/casualty insurance company, the Board decided to credit an eligible member's policyholder relationship as far back as January 1, 2000 in the allocation formula. For the same reason, the Board carefully considered whether to include in the allocation formula further credit for an eligible member's relationship that extended back prior to January 1, 2000.

Ultimately, the Board decided not to include further credit for relationships that extended back prior to January 1, 2000. One of the major factors in this decision was the fundamental change in corporate structure and nature of the organization brought upon by the January 1, 2000 discontinuation of the SIIS and creation of EICN. This decision also reflected the significant changes in the marketplace that have occurred since then (particularly the emergence of a competitive market), such that the current EICN policyholders that were insured by SIIS represent a very small fraction of the business that was transacted by that predecessor organization. Another main consideration behind the decision was the practical difficulty in assembling complete, consistent and accurate policyholder records further back in time. Following careful consideration of these (and possibly other) factors, the Board decided to include only coverage periods subsequent to January 1, 2000 in the relevant components of the allocation formula. At the same time, the Board also specifically considered the importance of long-standing policyholder relationships in according the tenure measure the largest weight in the allocation formula.

In our opinion, the Board's decisions to give significant weight to the tenure component, but to include only coverage periods January 1, 2000 and subsequent, are reasonable.

OPINION REGARDING THE ALLOCATION OF CONSIDERATION

We have separately prepared and delivered to the Board the Actuary's Opinion, as required by statute, that all methodologies and formulas used to allocate consideration among eligible members are reasonable, and the allocation of consideration produced by such methodologies and formulas is fair and equitable to eligible members, from an actuarial perspective.

More specifically, the Actuary's Opinion concludes that the inclusion of fixed and variable components, the use of premium size and longevity as the bases for allocating the variable component, the weights assigned to each of the components, the specific manner in which each component is measured, and the results of all of these formula components constitute an allocation of consideration among EIG Mutual Holding members that is fair and equitable to eligible members, and reasonable, from an actuarial perspective. This conclusion was reached, in part, by evaluating the allocation approach and formula against the allocation principles that are set forth and discussed elsewhere in this report.

August 17, 2006 **24**

EMPLOYERS HOLDINGS, INC.

EQUITY AND INCENTIVE PLAN

EMPLOYERS HOLDINGS, INC.

EQUITY AND INCENTIVE PLAN

1. Purpose; Types of Awards; Construction.

The purpose of the EMPLOYERS HOLDINGS, INC. Equity and Incentive Plan (the "Plan") is to promote the interests of the Company and its Subsidiaries and the stockholders of the Company by providing officers, employees, non-employee directors, consultants, and independent contractors of the Company and its Subsidiaries with appropriate incentives and rewards to encourage them to enter into and continue in the employ or service of the Company or its Subsidiaries, to acquire a proprietary interest in the long-term success of the Company and to reward the performance of individuals in fulfilling their personal responsibilities for long-range and annual achievements. The Plan provides for the grant, in the sole discretion of the Committee, of options (including "incentive stock options" and "nonqualified stock options"), stock appreciation rights, restricted stock, restricted stock units, stock- or cash-based performance awards, and other stock-based awards. The Plan is designed so that Awards granted hereunder intended to comply with the requirements for "performance-based compensation" under Section 162(m) of the Code may comply with such requirements, and the Plan and Awards shall be interpreted in a manner consistent with such requirements. Notwithstanding any provision of the Plan, to the extent that any Awards would be subject to Section 409A of the Code, this Plan and Awards shall be interpreted in a manner consistent with Section 409A of the Code and any regulations or guidance promulgated thereunder.

2. Definitions.

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Award" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit , Performance Awards, or Other Stock-Based Award granted under the Plan.

(b) "Award Agreement" means any written agreement, contract, or other instrument or document evidencing an Award.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means, unless otherwise specified in the Award Agreement, that the Grantee has (a) willfully and continually failed to substantially perform, or been willfully grossly negligent in the discharge of, his or her duties to the Company or any of its subsidiaries (in any case, other than by reason of a disability, physical or mental illness); (b) committed or engaged in an act of theft, embezzlement or fraud, or (c) been convicted of or plead guilty or nolo contendere to a felony or a misdemeanor with respect to which fraud or dishonesty is a material element. No act or failure to act on the part of the Eligible Employee shall be deemed "willful" unless done,

or omitted to be done, by the Eligible Employee not in good faith or without reasonable belief that the Eligible Employee's act or failure to act was in the best interests of the Company. Determination of Cause shall be made by the Committee in its sole discretion.

(e) A "Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(1) any Person is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company) representing 35% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (3) below and excluding any Person who becomes such a Beneficial Owner solely by reason of the repurchase of shares by the Company; or

(2) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the Effective Date, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended; or

(3) there is consummated a merger or consolidation of the Company or any Subsidiary with any other corporation, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company) representing 35% or more of the combined voting power of the Company's then outstanding securities; or

(4) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the

voting securities of which are owned by Persons in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, (1) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, and (2) a "Change in Control" shall not occur for purposes of the Plan as result of the Initial Public Offering or any transactions or events contemplated by such Initial Public Offering or any secondary offering of Company common stock to the general public through a registration statement filed with the Securities and Exchange Commission.

(f) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(g) "Committee" shall mean the Compensation Committee of the Board, which shall consist of two or more persons, each of whom, unless otherwise determined by the Board, is an "outside director" within the meaning of Section 162(m) of the Code, a "nonemployee director" within the meaning of Rule 16b-3, and an "independent" director within the meaning of the listing requirements of the New York Stock Exchange or any other national securities exchange on which the Stock is principally traded.

(h) "Company" means Employers Holdings, Inc., a corporation organized under the laws of the State of Nevada, or any successor corporation.

(i) "Covered Employee" shall have the meaning set forth in Section 162(m)(3) of the Code.

(j) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

(k) "Fair Market Value" means, with respect to Stock or other property, the fair market value of such Stock or other property determined by such methods or procedures as shall be established from time to time by the Committee. Unless otherwise determined by the Committee in good faith, the per share Fair Market Value of Stock as of a particular date shall mean (i) the closing price per share of Stock on the national securities exchange on which the Stock is principally traded, for the last preceding date on which there was a sale of such Stock on such exchange, or (ii) if the shares of Stock are then traded in an over-the-counter market, the average of the closing bid and asked prices for the shares of Stock in such over-the-counter market for the last preceding date on which there was a sale of such Stock in such market, or (iii) if the shares of Stock are not then listed on a national securities exchange or traded in an over-

the-counter market, such value as the Committee, in its sole discretion, shall determine. Awards granted in connection with the Initial Public Offering shall have a fair market value equal to the offering price.

(l) “Grantee” means an officer, employee, non-employee director, consultant, or independent contractor of the Company or any Subsidiary of the Company or any Subsidiary of the Company that has been granted an Award under the Plan.

(m) “Harmful Conduct” means, unless otherwise specified in the Award Agreement, (i) a breach in any material respect of an agreement to not reveal confidential information regarding the business operations of the Company or any Affiliate or an agreement to refrain from solicitation of the customers, suppliers or employees of the Company or any Affiliate, or (ii) a violation of any of the restrictive covenants contained in the Grantee’s employment, severance or other agreement with the Company, or any of its Affiliates.

(n) “Initial Public Offering” means the initial public offering of the shares of Stock of the Company.

(o) “Initial Share Pool” shall have the meaning set forth in Section 5 of the Plan.

(p) “ISO” means any Option intended to be and designated as an incentive stock option within the meaning of Section 422 of the Code.

(q) “NQSO” means any Option that is not designated as an ISO.

(r) “Option” means a right, granted to a Grantee under Section 6(b)(i) of the Plan, to purchase shares of Stock. An Option may be either an ISO or an NQSO.

(s) “Other Stock-Based Award” means a right or other interest granted to a Grantee under Section 6(b)(vi) of the Plan that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock.

(t) “Performance Award” means a right or other interest granted to a Grantee under Section 6(b)(v) of the Plan that may be payable in cash or may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock and which is awarded upon the attainment of Performance Goals.

(u) “Performance Goals” means performance goals pre-established by the Committee in its sole discretion, based on one or more of the following criteria (as determined in accordance with generally accepted accounting principles): revenue growth, premium growth, policy growth, earnings (including earnings before taxes, earnings before interest and taxes, or earnings before interest, taxes, depreciation

and amortization), operating income, pre- or after-tax income, cash flow (before or after dividends), earnings per share, return on equity, return on capital (including return on total capital or return on invested capital), cash flow return on investment, return on assets, economic value added (or an equivalent metric), combined ratio, loss ratio, expense ratio, market share or penetration, business expansion, share price performance, total shareholder return, improvement in or attainment of expense levels or expense ratios, employee and/or agent satisfaction, customer satisfaction, customer retention, rating agency ratings, and any combination of, or a specified increase in, any of the foregoing. The performance goals may be based upon the attainment of specified levels of performance by the Company, or a business unit, division, Subsidiary, or business segment of the Company. In addition, the performance goals may be based upon the attainment of specified levels of performance under one or more of the measures described above relative to the performance of other entities. To the extent permitted under Section 162(m) of the Code (including, without limitation, compliance with any requirements for stockholder approval), the Committee in its sole discretion may designate additional business criteria on which the performance goals may be based or adjust, modify or amend the aforementioned business criteria, including without limitation, performance goals based on the Grantee's individual performance. Performance Goals may include a threshold level of performance below which no Award will be earned, a level of performance at which the target amount of an Award will be earned and a level of performance at which the maximum amount of the Award will be earned. Measurement of performance relative to Performance Goals shall exclude the impact of losses or charges in connection with restructurings or discontinued operations. In addition, the Committee in its sole discretion shall have the authority to make equitable adjustments to the Performance Goals in recognition of unusual or non-recurring events affecting the Company or any Subsidiary of the Company or the financial statements of the Company or any Subsidiary of the Company, in response to changes in applicable laws or regulations, including changes in generally accepted accounting principles or practices, or to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business or related to a change in accounting principles, as applicable.

(v) "Person" shall have the meaning set forth in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (1) the Company or any Subsidiary, (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, (3) an underwriter temporarily holding securities pursuant to an offering of such securities, or (4) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(w) "Plan" means this Employers Holdings, Inc. Equity and Incentive Plan, as amended from time to time.

(x) "Repricing" shall have the meaning set forth in Section 3 of the Plan.

(y) “Restricted Stock” means an Award of shares of Stock to a Grantee under Section 6(b)(iii) of the Plan that may be subject to certain restrictions and to a risk of forfeiture.

(z) “Restricted Stock Unit” means a right granted to a Grantee under Section 6(b)(iv) of the Plan to receive Stock or cash at the end of a specified deferral period, which right may be conditioned on the satisfaction of specified performance or other criteria.

(aa) “Rule 16b-3” means Rule 16b-3, as from time to time in effect promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act, including any successor to such Rule.

(bb) “Stock” means shares of the common stock, par value $.01 per share, of the Company.

(cc) “Stock Appreciation Right” or “SAR” means the right, granted to a Grantee under Section 6(b)(ii) of the Plan, to be paid an amount measured by the appreciation in the Fair Market Value of Stock from the date of grant to the date of exercise of the right.

(dd) “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

(ee) “Substitute Awards” means Awards granted or shares of Stock issued by the Company in assumption of, or in substitution or exchange for, awards previously granted by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

3. Administration.

The Plan shall be administered by the Committee. The Committee shall have the authority in its sole discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation, the authority to grant Awards; to determine the persons to whom and the time or times at which Awards shall be granted; to determine the type and number of Awards to be granted, the number of shares of Stock to which an Award may relate and the terms, conditions, restrictions and performance criteria relating to any Award; to determine Performance Goals no later than such time as required to ensure that an underlying Award which is intended to comply with the requirements of Section 162(m) of the Code so complies; and to determine whether, to what extent, and under what circumstances an Award may be settled, cancelled, forfeited, exchanged, or surrendered; to make adjustments in the terms and conditions of, and the Performance Goals (if any) included in, Awards; to construe and interpret the Plan and any Award; to prescribe, amend and rescind rules and regulations relating to the Plan; to determine the terms and provisions of the Award Agreements (which need not be identical for each Grantee); and to make all other determinations deemed necessary or

advisable for the administration of the Plan. Notwithstanding the foregoing, neither the Board, the Committee nor their respective delegates shall have the authority without first obtaining the approval of the Company's stockholders to reprice (or cancel and regrant) any Option or SAR or, if applicable, other Award at a lower exercise, base or purchase price, to cancel any Option or SAR in exchange for cash or another Award if such cancellation has the same effect as lowering the exercise, base or purchase price of such Option or SAR, or to take any other action with respect to an Award that would be treated as a repricing under the rules and regulations of the principal securities market on which the Stock is traded (any such actions, a "Repricing").

All determinations of the Committee shall be made by a majority of its members either present in person or participating via video conference or other electronic means, at a meeting, or by written consent. The Committee may delegate to one or more of its members or to one or more executive officers or other agents such administrative duties as it may deem advisable (including the authority to grant Awards to non-officers), and the Committee or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the Plan. All decisions, determinations and interpretations of the Committee shall be final and binding on all persons, including but not limited to the Company, any Subsidiary of the Company, or Grantee (or any person claiming any rights under the Plan from or through any Grantee) and any stockholder.

No member of the Board or Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any Award granted hereunder. Notwithstanding anything to the contrary continued herein, prior to the consummation of the Initial Public Offering, all Committee action may be taken by the Board.

4. Eligibility.

Awards may be granted to officers, employees, non-employee directors, consultants, or independent contractors of the Company or its Subsidiaries. In determining the persons to whom Awards shall be granted and the number of shares to be covered by each Award, the Committee shall take into account the duties of the respective persons, their present and potential contributions to the success of the Company or its Subsidiaries and such other factors as the Committee shall deem relevant in connection with accomplishing the purposes of the Plan.

5. Stock Subject to the Plan.

(a) The maximum number of shares of Stock reserved for the grant of Awards under the Plan shall be [INSERT NUMBER THAT IS 3% OF OUTSTANDING POST-IPO SHARES] shares of Stock (all of which may be granted as ISOs), subject to adjustment as provided herein ("Initial Share Pool"). Subject to adjustment as provided herein, no more than one-third ($1/3^{rd}$) of the Initial Share Pool may be awarded under the Plan in the aggregate in respect of Awards other than Options and SARs. If any shares of Stock subject to an Award are forfeited, cancelled, exchanged,

surrendered, or if an Award terminates or expires without a distribution of shares to the Grantee, or if shares of Stock are surrendered or withheld as payment of either the exercise price of an Award and/or withholding taxes in respect of an Award, the applicable number of shares of Stock with respect to such Award (determined in a manner consistent with the immediately preceding sentence) shall, to the extent of any such forfeiture, cancellation, exchange, surrender, withholding, termination or expiration, again be available for Awards under the Plan. Upon the exercise of any Award granted in tandem with any Awards such related Awards shall be cancelled to the extent of the number of shares of Stock as to which the Award is exercised and, notwithstanding the foregoing, such number of shares shall no longer be available for Awards under the Plan. Substitute Awards shall not reduce the shares of Stock reserved for the grant of Awards under the Plan or authorized for Awards granted to an individual.

(b) Subject to adjustment as provided herein, no more than 600,000 shares of Stock may be made subject to Awards of Options and SARs granted to an individual in any consecutive thirty-six month period and no more than 300,000 shares of Stock may be made subject to Awards other than Awards of Options and SARs granted to an individual in any consecutive thirty-six month period. Determinations made in respect of the limitations set forth in the immediately preceding sentence shall be made in a manner consistent with Section 162(m) of the Code.

(c) Shares of Stock may, in whole or in part, be authorized but unissued shares or shares of Stock that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise.

(d) In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Stock, or other property), recapitalization, Stock split, reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, or share exchange, or other similar corporate transaction or event, affects the Stock such that an adjustment is appropriate in order to prevent dilution or enlargement of the rights of Grantees under the Plan, then the Committee shall make such equitable changes or adjustments as it deems necessary or appropriate to any or all of (i) the maximum number and kind of shares of Stock or other property (including cash) that may be issued hereunder in connection with Awards, (ii) the maximum number of shares of Stock that may be made subject to Awards to any individual, (iii) the number and kind of shares of Stock or other property (including cash) issued or issuable in respect of outstanding Awards, (iv) the exercise price, grant price, or purchase price relating to any Award; provided, that, with respect to ISOs, such adjustment shall be made in accordance with Section 424(h) of the Code; and (v) the Performance Goals applicable to outstanding Awards.

6. Specific Terms of Awards.

(a) General. The term of each Award shall be for such period as may be determined by the Committee. Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or any Subsidiary of the Company upon the grant, maturation, or exercise of an Award may be made in such

forms as the Committee shall determine at the date of grant or thereafter, including, without limitation, cash, Stock, or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis. The Committee may make rules relating to installment or deferred payments with respect to Awards, including the rate of interest to be credited with respect to such payments. In addition to the foregoing, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter, such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine.

(b) Types of Awards. The Committee is authorized to grant the Awards described in this Section 6(b), under such terms and conditions as deemed by the Committee to be consistent with the purposes of the Plan. Such Awards may be granted with value and payment contingent upon the achievement of Performance Goals. Unless otherwise determined by the Committee, each Award shall be evidenced by an Award Agreement containing such terms and conditions applicable to such Award as the Committee shall determine at the date of grant or thereafter.

(i) Options. The Committee is authorized to grant Options to Grantees on the following terms and conditions:

(A) Type of Award. The Award Agreement evidencing the grant of an Option under the Plan shall designate the Option as an ISO or an NQSO.

(B) Exercise Price. The exercise price per share of Stock purchasable under an Option shall be determined by the Committee, but, except for outstanding awards assumed, converted or replaced in connection with a corporate transaction, in no event shall the exercise price of any Option be less than the Fair Market Value of a share of Stock on the date of grant of such Option. The exercise price for Stock subject to an Option may be paid in cash or by an exchange of Stock previously owned by the Grantee, through a “broker cashless exercise” procedure approved by the Committee, a combination of the above, or any other method approved the Committee, in any case in an amount having a combined value equal to such exercise price.

(C) Term and Exercisability of Options. Unless the Committee determines otherwise, the date on which the Committee adopts a resolution expressly granting an Option shall be considered the day on which such Option is granted. Options shall be exercisable over the exercise period (which shall not exceed seven years from the date of grant), at such times and upon such conditions as the Committee may determine, as reflected in the Award Agreement; provided, that (i) subject to clause (ii) below, no Option granted to an employee of the Company or a Subsidiary (other than Substitute Awards) shall vest prior to the

first anniversary of the date on which the Option is granted (or six months in the case of Options granted following the Initial Public Offering but prior to the first anniversary of the Initial Public Offering) and (ii) the Committee shall have the authority to accelerate the exercisability of any outstanding Option at such time and under such circumstances as it, in its sole discretion, deems appropriate. An Option may be exercised to the extent of any or all full shares of Stock as to which the Option has become exercisable, by giving written notice of such exercise to the Committee or its designated agent.

(D) Other Provisions. Options may be subject to such other conditions including, but not limited to, restrictions on transferability of the shares of Stock acquired upon exercise of such Options, as the Committee may prescribe in its discretion or as may be required by applicable law.

(ii) SARs. The Committee is authorized to grant SARs to Grantees on the following terms and conditions:

(A) In General. SARs may be granted independently or in tandem with an Option at the time of grant of the related Option. An SAR granted in tandem with an Option shall be exercisable only to the extent the underlying Option is exercisable. Payment of an SAR may be made in cash, Stock, property, or a combination of the foregoing, as specified in the Award Agreement or determined in the sole discretion of the Committee.

(B) Term and Exercisability of SARs. Unless the Committee determines otherwise, the date on which the Committee adopts a resolution expressly granting an SAR shall be considered the day on which such SAR is granted. SARs shall be exercisable over the exercise period (which shall not exceed ten years from the date of grant), at such times and upon such conditions as the Committee may determine, as reflected in the Award Agreement; provided, that (i) subject to clause (ii) below, no SAR granted to an employee of the Company or a Subsidiary (other than Substitute Awards) shall vest prior to the first anniversary of the date on which the SAR is granted and (ii) the Committee shall have the authority to accelerate the exercisability of any outstanding SAR at such time and under such circumstances as it, in its sole discretion, deems appropriate.

(C) Payment. An SAR shall confer on the Grantee a right to receive an amount with respect to each share of Stock subject thereto, upon exercise thereof, equal to the excess of

(1) the Fair Market Value of one share of Stock on the date of exercise over (2) the grant price of the SAR (which in the case of an SAR granted in tandem with an Option shall be equal to the exercise price of the underlying Option, and which in the case of any other SAR shall be such price as the Committee may determine but in no event shall be less than the Fair Market Value of a share of Stock on the date of grant of such SAR). A SAR may be exercised by giving written notice of such exercise to the Committee or its designated agent.

(iii) Restricted Stock. The Committee is authorized to grant Restricted Stock to Grantees on the following terms and conditions:

(A) Issuance and Restrictions. Restricted Stock shall be subject to such restrictions on transferability and other restrictions, if any, as the Committee may impose at the date of grant or thereafter, which restrictions may lapse separately or in combination at such times, under such circumstances, in such installments, or otherwise, as the Committee may determine. Notwithstanding the above, (i) subject to clauses (ii) and (iii) below, no award of Restricted Stock granted to an employee of the Company or a Subsidiary (other than Substitute Awards) shall vest at a rate that is more rapid than one-third of the total shares subject to such award on each of the first three anniversaries of the date of grant, (ii) awards of Restricted Stock made in connection with an employee's commencement of employment with the Company or its Subsidiaries to replace equity awards forfeited by such employee, awards of Restricted Stock made as a form of payment of earned incentive compensation, and awards of Restricted Stock that vest, in whole or in part, upon the attainment of Performance Goals shall not vest prior to the first anniversary of the date on which such award is granted, and (iii) the Committee shall have the authority to accelerate the exercisability of any outstanding award of Restricted Stock at such time and under such circumstances as it, in its sole discretion, deems appropriate. Except to the extent restricted under the Award Agreement relating to the Restricted Stock, a Grantee granted Restricted Stock shall have all of the rights of a stockholder including, without limitation, the right to vote Restricted Stock and the right to receive dividends thereon.

(B) Certificates for Stock. Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Grantee, such certificates shall bear an appropriate legend referring to the terms, conditions,

and restrictions applicable to such Restricted Stock, and the Company shall retain physical possession of the certificate.

(C) Dividends. Except to the extent restricted under the applicable Award Agreement, dividends paid on Restricted Stock shall be paid at the dividend payment date in cash or in shares of unrestricted Stock having a Fair Market Value equal to the amount of such dividends. Stock distributed in connection with a stock split or stock dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed.

(iv) Restricted Stock Units. The Committee is authorized to grant Restricted Stock Units to Grantees, subject to the following terms and conditions:

(A) Conditions to Vesting. At the time of the grant of Restricted Stock Units, the Committee may impose such restrictions or conditions to the vesting of such Awards as it, in its discretion, deems appropriate, including, but not limited to, the achievement of Performance Goals. Notwithstanding the above, (i) subject to clauses (ii) and (iii) below, no award of Restricted Stock Units granted to an employee of the Company or a Subsidiary (other than Substitute Awards) shall vest at a rate that is more rapid than one-third of the total shares subject to such award on each of the first three anniversaries of the date of grant, (ii) awards of Restricted Stock Units made in connection with an employee's commencement of employment with the Company or its Subsidiaries to replace equity awards forfeited by such employee, awards of Restricted Stock Units made as a form of payment of earned incentive compensation, and awards of Restricted Stock that vest, in whole or in part, upon the attainment of Performance Goals shall not vest prior to the first anniversary of the date on which such award is granted, and (iii) the Committee shall have the authority to accelerate the exercisability of any outstanding award of Restricted Stock Units at such time and under such circumstances as it, in its sole discretion, deems appropriate.

(B) Delivery of Shares. Unless otherwise provided in an Award Agreement, upon the vesting of a Restricted Stock Unit there shall be delivered to the Grantee, within 30 days of the date on which such Award (or any portion thereof) vests, that number of shares of Stock equal to the number of Restricted Stock Units becoming so vested.

(C) Dividend Equivalents. Subject to the requirements of Section 409A of the Code, an Award of Restricted Stock Units may provide the Grantee with the right to receive dividend equivalent payments with respect to Stock subject to the Award (both before and after the Stock subject to the Award is earned, vested, or acquired), which payments may be either made currently or credited to an account for the Participant, and may be settled in cash or Stock, as determined by the Committee. Any such settlements and any such crediting of dividend equivalents may be subject to such conditions, restrictions and contingencies as the Committee shall establish, including the reinvestment of such credited amounts in Stock equivalents.

(D) Deferrals. The Committee may require or permit Grantees to elect to defer the delivery of shares of Stock that would otherwise be due by virtue of the vesting of the Restricted Stock Units under such rules and procedures as the Committee shall establish; provided, however, to the extent that such deferral is subject to Section 409A of the Code, the rules and procedures established by the Committee shall comply with Section 409A of the Code.

(E) Director Grants. On the date that is six months following the Initial Public Offering, each member of the Board shall receive an Award of Restricted Stock Units equal to $50,000 divided by the Fair Market Value of the shares of Stock (the "Initial Grant") and shall vest on the date of the first annual meeting of the shareholders of the Company following January 1, 2008. At each annual meeting of the shareholders of the Company following the first anniversary of the Initial Public Offering, each member of the Board as of such meeting shall receive an additional Award of Restricted Stock Units equal to such dollar amount as the Committee shall determine divided by the Fair Market Value of the shares of Stock on the date of such meeting (the "Annual Director Grants"). Except as otherwise set forth in the Award Agreement, the Annual Director Grants shall vest quarterly over the first year following their date of grant and shall be settled in shares of Stock six months following the Grantee's termination of service as a member of the Board.

(v) Performance Awards. The Committee is authorized to grant Performance Awards to Grantees, which may be denominated in cash or shares of Stock and payable either in shares of Stock, in cash, or in a combination of both. Such Performance Awards shall be granted with value and payment contingent upon the achievement of Performance Goals and such goals shall relate to periods of performance of not less than one

calendar year. The Committee shall determine the terms and conditions of such Awards at the date of grant or thereafter. The maximum amount that any Grantee may receive with respect to cash-based Performance Awards pursuant to this Section 6(b)(v) whether payable in cash or in shares of Stock in respect of any performance period is $2,000,000. Payments earned hereunder may be decreased or, with respect to any Grantee who is not a Covered Employee, increased in the sole discretion of the Committee based on such factors as it deems appropriate. No payment shall be made to a Covered Employee prior to the certification by the Committee that the Performance Goals have been attained. The Committee may establish such other rules applicable to the Performance-Based Awards to the extent not inconsistent with Section 162(m) of the Code.

(vi) Other Stock-Based Awards. The Committee is authorized to grant Awards to Grantees in the form of Other Stock-Based Awards, as deemed by the Committee to be consistent with the purposes of the Plan. The Committee shall determine the terms and conditions of such Awards at the date of grant or thereafter (including, in the discretion of the Committee, the right to receive dividend equivalent payments with respect to Stock subject to the Award).

(c) Termination of Service. Except as otherwise set forth in the Award Agreement, (1) upon the Grantee's termination of service with the Company or any of its Subsidiaries, the Grantee shall have 90 days following the date of such termination of service to exercise any portion of an Option or SAR that the Grantee could have exercised on the date of such termination of service; provided, however, that such exercise must be accomplished prior to the expiration of the Award term; (2) if the Grantee 's termination of service is due to total and permanent disability (as defined in any agreement between the Grantee and the Company or, if no such agreement is in effect, as determined by the Committee in its good faith discretion) or death, the Grantee, or the representative of the estate of the Grantee, as the case may be, may exercise any portion of the Option or SAR which the Grantee could have exercised on the date of such termination for a period of one year thereafter, regardless of the otherwise scheduled expiration of the Award term; and (3) in the event of a termination of the Grantee's service with the Company or any of its Subsidiaries for Cause, the unexercised portion of the Option or SAR shall terminate immediately and the Grantee shall have no right thereafter to exercise any part of the Award.

(d) Forfeiture/ Repayment of Awards. In addition to the forfeiture of Awards as provided in Section 6(c), if the Grantee engages in Harmful Conduct, prior to or following termination of employment, the Grantee shall forfeit any then outstanding Award, and shall return to the Company, without consideration, any shares of Stock owned by the Grantee that were previously subject to an Award and any cash amounts previously paid to a Grantee in respect of an Award. To the extent the

shares of Stock subject to this Section 6(d) have been previously sold or otherwise disposed of by the Grantee during the twelve-month period preceding the Grantee engaging in Harmful Conduct, the Grantee shall repay to the Company the aggregate Fair Market Value of such shares of Stock on the date of such sale or disposition, less any amounts paid for such shares. In addition, to the extent set forth in the Award Agreement, if the Company is required to restate its financial statements, the Company may require that a Grantee repay to the Company the aggregate Fair Market Value of any Award (regardless of whether such Award was payable in shares of Stock or cash) that vested upon the attainment of Performance Goals to the extent such Performance Goals would not have been achieved had such restatement not been required.

7. Change in Control Provisions.

Unless otherwise determined in an Award Agreement, in the event of a Change of Control:

(a) With respect to each outstanding Award that is assumed or substituted in connection with a Change in Control, in the event of a termination of a Grantee's employment without cause during the 24-month period following such Change in Control (i) such Award shall become fully vested and exercisable, (ii) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (iii) and any performance conditions imposed with respect to Awards shall be deemed to be fully achieved

(b) With respect to each outstanding Award that is not assumed or substituted in connection with a Change in Control, upon the occurrence of a Change in Control (i) such Award shall become fully vested and exercisable, (ii) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (iii) and any performance conditions imposed with respect to Awards shall be deemed to be fully achieved.

(c) For purposes of this Section 7, an Award shall be considered assumed or substituted for if, following the Change in Control, such Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that the Award confers the right to purchase or receive, for each share subject to the Option, SAR, award of Restricted Stock, award of Restricted Stock Units, Performance Award, or Other Stock-Based Award the consideration (whether stock, cash or other securities or property) received in the Change in Control by holders of shares of Stock for each share of Stock held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the greatest number of holders of the outstanding shares).

(d) Notwithstanding any other provision of the Plan, in the event of a Change in Control in which the consideration paid to the holders of shares of Stock is solely cash, the Committee may, in its discretion, provide that each Award shall, upon the occurrence of a Change in Control, be cancelled in exchange for a payment in an amount equal to (i) the excess of the consideration paid per share of Stock in the

Change in Control over the exercise or purchase price (if any) per share of Stock subject to the Award multiplied by (ii) the number of Shares granted under the Option or SAR.

8. General Provisions.

(a) Nontransferability. Unless otherwise determined by the Committee, Awards shall not be transferable by a Grantee except by will or the laws of descent and distribution and shall be exercisable during the lifetime of a Grantee only by such Grantee or his guardian or legal representative.

(b) No Right to Continued Employment, etc. Nothing in the Plan or in any Award, any Award Agreement or other agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ or service of the Company or Subsidiary of the Company or to be entitled to any remuneration or benefits not set forth in the Plan or such Award Agreement or other agreement or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate such Grantee's employment or independent contractor relationship.

(c) Taxes. The Company or any Subsidiary of the Company is authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from a distribution of Stock, or any other payment to a Grantee, amounts of withholding and other taxes due in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Grantees to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Stock or other property and to make cash payments in respect thereof in satisfaction of a Grantee's tax obligations. The Committee may provide in the Award Agreement that in the event that a Grantee is required to pay any amount to be withheld in connection with the issuance of shares of Stock in settlement or exercise of an Award, such withholding and other taxes shall be satisfied with shares of Stock to be received upon settlement or exercise of such Award equal to the minimum amount required to be withheld.

(d) Stockholder Approval; Amendment and Termination.

(i) The Plan shall take effect upon its adoption by the Board.

(ii) The Board may at any time and from time to time alter, amend, suspend, or terminate the Plan in whole or in part; provided, however, that unless otherwise determined by the Board, an amendment that results in a Repricing and an amendment that requires stockholder approval in order for the Plan to continue to comply with Section 162(m) or any other law, regulation or stock exchange requirement shall not be effective unless approved by the requisite vote of stockholders. Notwithstanding the foregoing, no amendment to or termination of the Plan shall affect adversely any

of the rights of any Grantee, without such Grantee's consent, under any Award theretofore granted under the Plan.

(e) Expiration of Plan. Unless earlier terminated by the Board pursuant to the provisions of the Plan, the Plan shall expire on the tenth anniversary of the date of the Plan's adoption by the Board. No Awards shall be granted under the Plan after such expiration date. The expiration of the Plan shall not affect adversely any of the rights of any Grantee, without such Grantee's consent, under any Award theretofore granted.

(f) No Rights to Awards; No Stockholder Rights. No Grantee shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Grantees. Except as provided specifically herein, a Grantee or a transferee of an Award shall have no rights as a stockholder with respect to any shares of Stock covered by the Award until the date of the issuance of a Stock certificate to him for such shares or the issuance of shares to him in book-entry form.

(g) Unfunded Status of Awards. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Grantee pursuant to an Award, nothing contained in the Plan or any Award shall give any such Grantee any rights that are greater than those of a general creditor of the Company.

(h) No Fractional Shares. No fractional shares of Stock shall be required to be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares of Stock or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(i) Regulations and Other Approvals.

(i) The obligation of the Company to sell or deliver Stock with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Committee.

(ii) Each Award is subject to the requirement that, if at any time the Committee determines, in its absolute discretion, that the listing, registration or qualification of Stock issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Stock, no such Award shall be granted or payment made or Stock issued, in whole or in part, unless listing,

registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

(iii) In the event that the disposition of Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act and is not otherwise exempt from such registration, such Stock shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Committee may require a Grantee receiving Stock pursuant to the Plan, as a condition precedent to receipt of such Stock, to represent to the Company in writing that the Stock acquired by such Grantee is acquired for investment only and not with a view to distribution.

(j) Governing Law. The Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Nevada without giving effect to the conflict of laws principles thereof.

(k) Foreign Employees. Awards may be granted to employees who are foreign nationals or employed outside the United States, or both, on such terms and conditions different from those applicable to Awards to employees employed in the United States as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law or tax policy. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for employees on assignments outside their home country.

Closed Block Plan of Operation

PREAMBLE. Pursuant to the requirements of NRS 693A.440(2)(g), a Closed Block[1] shall be established at the Effective Time of the Conversion for the preservation of the reasonable dividend expectations of Eligible Members and other Policyholders holding Policies entitling the Policyholder to distributions from the surplus of EICN in accordance with the terms of the dividend plans or programs with respect to such Policies.

1.1 Closed Block Policies. The Closed Block shall be created for the benefit of (1) all Policies issued by EICN that are In Force as of the Effective Time and that are participating pursuant to a dividend plan or program of EICN (including the Industry Safety Group Dividend Program and the Construction Safety Group Dividend Program) and (2) all Policies that are no longer In Force as of the Effective Time but that were participating pursuant to a dividend plan or program of EICN (including the Industry Safety Group Dividend Program and the Construction Safety Group Dividend Program), that have an inception date that is not earlier than 24 months prior to and not later than the Effective Date and for which the dividend, if any, to be paid in accordance with the terms of such policy and the applicable dividend plan or program has not been calculated, declared and paid by EICN as of the Effective Date (collectively, the "Closed Block Policies").

1.2 Closed Block Assets. The "Closed Block Assets" shall consist solely of cash and U.S. treasury securities, shall be managed to provide reasonable returns consistent with the goal of preservation of principal, and shall be liquidated from time to time as necessary to pay dividends declared by EICN's board of directors with respect to Closed Block Policies. The Closed Block Assets shall be managed in compliance with applicable Nevada insurance laws and all other applicable laws and regulations. The assets allocated to the Closed Block are assets of EICN and are subject to the same liabilities (in the same priority) as all other assets of EICN.

1.3 Closed Block Operation. Assets of EICN shall be allocated to the Closed Block and segregated in a separate surplus account in an amount that is reasonably expected to be sufficient to cover all dividend payments on all Closed Block Policies, assuming that (1) they earn a dividend, (2) no further losses are incurred or paid with respect to any such Policies beyond those losses that have been incurred and paid with respect to such Policies as of the Effective Time as reflected in the Company Records, and (3) dividends are declared by the board of directors of EICN and paid to the Policyholders on all such Policies in accordance with the terms of the applicable dividend plan or program.

The Closed Block will not be operated as a separate "book of business" that includes all insurance cash flows (such as premium payment receipts, cash claims payments or tax payments, for example). Rather, the Closed Block shall comprise cash and cash equivalents in an aggregate principal amount that EICN anticipates will be

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[1] Capitalized terms used herein but not defined shall have their respective meanings in EIG Mutual Holding Company's Plan of Conversion, adopted on August 17, 2006 and amended and restated on October 3, 2006.

sufficient to meet the dividend payments that would be made on all Closed Block Policies under the assumptions set forth in the previous paragraph. Accordingly, cash flows into and out of the Closed Block shall consist solely of dividend payments to Policyholders on Closed Block Policies, interest and other income earned on the Closed Block Assets and proceeds received upon any disposition of any Closed Block Assets. All dividends paid in cash after the Effective Time with respect to the Closed Block Policies shall be withdrawn from the Closed Block. All interest and other investment income received in respect of the Closed Block Assets, and any cash proceeds received upon disposition of any Closed Block Assets (net of reasonable and customary brokerage and other transaction expenses), shall be received by the Closed Block.

1.4 Closed Block Reporting. EICN shall submit to the Nevada Commissioner of Insurance annual reports with respect to the Closed Block, summarizing the Closed Block Assets and listing the Closed Block Policies, in each case as of the end of the corresponding 12-month period, and summarizing the dividend payments made with respect to the Closed Block Policies and the income earned with respect to and dispositions of the Closed Block Assets, in each case during such 12-month period.

1.5 Termination of the Closed Block. The Closed Block shall terminate, and the remaining Closed Block Assets as of the effective termination date, including the income therefrom, shall revert to the benefit of EICN, from and after the calculation, declaration and payment by EICN of all dividends, if any, with respect to all Closed Block Policies following the Effective Time, which, in accordance with the terms of the applicable dividend plans, shall be approximately 24 months following the Effective Time.

1.6 Other Participating Policies. Following the Effective Time, EICN may continue to issue participating Policies, and such Policies shall not be included in the Closed Block. Dividends in respect of such Policies issued after the Effective Time, if any, will be paid by EICN in accordance with the terms of such Policies and the related dividend plans or programs.

EMPLOYMENT AGREEMENT

Employers Insurance Company of Nevada, (the "Company") and Ann W. Nelson (the "Employee") enter this Employment Agreement (this "Agreement") on this 1st day of January, 2006.

RECITALS

A. Employee has knowledge and experience applicable to the position of Executive Vice President Corporate and Public Affairs.

B. The Company is a Nevada domiciled insurance company.

C. The Company desires to employ Employee to perform certain services for the Company, and Employee desires to be so employed by the Company.

In consideration of the premises and mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

TERM

1. *Employment*.

The Company agrees to employ Employee and Employee accepts such employment upon the terms and conditions specified herein. Employee agrees to devote substantially all of his time and effort during working hours in the performance of the duties called for herein and agrees that any other non-employment related duties (i.e., industry related groups, service on boards, etc) will not be allowed to materially interfere with the performance of the duties called for herein.

2. *Term*.

The term of this Agreement shall commence on the date hereof, and continue for three (3) years, until December 31, 2008 (the "Expiration Date") unless sooner terminated in accordance with this Agreement. The Company agrees to notify the Employee of its intent whether or not to offer another contract of employment to the Employee not later than six (6) months prior to the expiration of this Agreement. If the Company informs the Employee that the employment will be terminated at the end of the term of this Agreement, Employee shall be entitled to reasonable paid administrative leave to secure other employment through the end of the Agreement. If the Company informs the Employee that a new contract will be offered after the expiration of this Agreement, the parties hereto shall consummate the terms and conditions of the new contract not less than thirty (30) days before the expiration of this Agreement. If the parties cannot agree on the terms and conditions of the new contract more than thirty (30) days before the expiration of this Agreement, and the Company decides, at that time, that further negotiations are not appropriate, the Company shall pay Employee severance, in accordance with Paragraph 6(a)(l) herein, upon the termination of the Agreement.

3. *Services and Duties*.

Employee shall serve as Executive Vice President Corporate and Public Affairs and shall perform such duties as may be assigned by the Chief Executive Officer from time to time. At the request of the Board of Directors of the Company, Employee shall also serve as a director of the Company and/or one or more of the Company's parent, subsidiaries or affiliates at no additional compensation. Employee agrees that upon the termination of his employment with the Company, he shall resign from any and all Boards effective on the date of the termination of employment.

4. *Insurance*.

The Employee agrees to submit to a physical examination at a reasonable time as requested by the Company for the purpose of the Company's obtaining life insurance on the life of the Employee for the benefit of the Company; provided, however, that the Company shall bear the costs for such examinations and shall pay all premiums on any life insurance obtained as a result of such examinations. Employee further agrees to submit to drug testing in accordance with the Company policy.

5. *Termination*.

(a) The Company, at any time, may terminate this Agreement immediately for Cause. Cause is defined as:

(i) A material breach of this Agreement by Employee;

(ii) Failure or inability of Employee to obtain or maintain any required licenses or certificates;

(iii) Willful violation by Employee of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Company, adversely affect the ability of Employee to perform his duties hereunder or may subject the Company to liability;

(iv) Election by the Company to discontinue the Company's business; or,

(v) Conviction of any felony or crime including moral turpitude.

(b) The Employee may terminate this Agreement immediately in the event of:

(i) A material breach of this Agreement by the Company; or

(ii) Willful violation by Employer of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Employee, adversely affect the ability of Employee to perform his duties hereunder or may subject the Employee to liability

(c) The Company may also terminate this Agreement upon the occurrence of one or more of the following events, subject to applicable law:

(i) Death of Employee;

(ii) Employee is deemed to be disabled in accordance with the policies of the Company and the law or if Employee is unable to perform the essential job functions of Employee's position with the Company, with or without reasonable accommodation, for a period of more than 100 business days in any 120 consecutive business day period. Employee is entitled to any and all short term or long term disability programs, like any other employee, in accordance with the policies of the Company, whether or not this Agreement is terminated;

(iii) Any event, occurrence, or factual situation that, in the sole and absolute discretion of the Company, shall make the continued employment of Employee ineffective, inadvisable, or unnecessary.

6. *Duties Upon Termination*

(a) If the Company terminates this Agreement for any reason before the Expiration Date, other than specified above in subsection 5(a) for Cause, 5(c)(l), for the death of the employee, or 5(C)(2) for disability, or if the Employee terminates this Agreement for Cause which has not been cured by the Company within thirty (30) days of receipt of written notice of the alleged breach pursuant to Paragraph 5(b), the Employee shall receive the following severance pay (the "Severance Pay"):

(i) An amount equal to Base Salary through expiration of the term of this Agreement or one months Base Salary (as defined below) for each completed year of service with the Company, whichever is greater but in no event less than twelve (12) months, within thirty (30) days of the effective date of the termination. The payment amount shall be subject to normal payroll deductions at Employee's then elected rate. Employee agrees to pay any federal or state taxes, which are required to be paid by Employee beyond the amount of any withholding by the Company;

(ii) Short term bonus amounts from the Executive Bonus Plan, pro-rated for the period of the calendar year in which the Employee last performed services for the Company, in accordance with the Bonus Plan in effect on the date of the termination;

(iii) Long term bonus amounts from the Executive Bonus Plan, if applicable, either in a lump sum payment made within thirty (30) days of the effective date of the termination or, in accordance with the payment schedule in the Bonus Plan in effect on the date of the termination, such election to be made at the option of the Company; and,

(iv) Continuation of the insurance coverage in effect on the date of the termination, for a period of 18 (eighteen) months with the Company paying the employer portion of the premium and the Employee paying the employee portion, including dependents if applicable, of the premium during the eighteen (18) month period, provided Employee elects to continue such insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Employee is solely responsible for taking the actions necessary to exercise his rights under COBRA for the insurance coverage Employee has in effect, including dependents if applicable, on the date of termination.

(b) The parties agree, in the event of a breach of this Agreement by the Company that is not cured in accordance with this Agreement, that actual damages are speculative and that the amount of the Severance Pay set forth herein is liquidated damages and is a reasonable estimate of what damages would be for a breach of this Agreement.

(c) Employee agrees and acknowledges that the following must be satisfied by the Employee before he is entitled to the Severance Pay called for herein:

(i) That Employee return any and all Company equipment, software, data or Company property or information, including documents and records or copies thereof relating in any way to any proprietary information of the Company, its

parent, subsidiaries or affiliates whether prepared by the Employee or any other person or entity. That Employee further agrees that he shall not retain any proprietary information of the Company, its parent, subsidiaries or affiliates after the termination of his employment;

(ii) That Employee execute a Global Release of Liability, in a form substantially similar to the sample attached hereto, which releases liability for any and all claims, whether based in law or equity, arising from or associated with Employee's employment or with this Agreement. That Employee further acknowledges and agrees that he has not made and will not make any assignment of any claim, cause or right of action, or any right of any kind whatsoever, arising from or associated with the employment of Employee by the Company; and,

(iii) That Employee reaffirm the covenants contained herein, in writing, including but not limited to the following: non-disclosure, non-competition and non-solicitation covenants.

(d) The Employee may terminate this Agreement for reasons other than those identified in Paragraph 5(b) upon not less than 60 days prior written notice. If the Employee terminates this Agreement pursuant to this paragraph, he shall only be entitled to the following:

(i) Any unpaid salary through the effective date of Employee's resignation from the Company; and

(ii) Any accrued and unused vacation pay.

7. *Compensation and Benefits.*

(a) During the term of this Agreement, the Company shall pay to Employee an annual salary of not less than $183,000 ("Base Salary"), which amount shall be paid according to the Company's regular payroll practices. The Company agrees to review the Base Salary on an annual basis and adjust the salary to comply with the executive compensation policy in effect at the time of the review. Any increase made to the annual salary will establish the new Base Salary for the Employee. All payments made pursuant to this Agreement shall be reduced by and subject to withholding for all federal, state, and local taxes and any withholding required by applicable laws and regulations.

(b) The Company may provide an annual incentive (the "Annual Incentive") to the Employee during the Term of Employment based on the Employee's and the Company's performance, as determined by the Board (or a committee thereof) in its sole discretion. If such a plan is provided, the Company shall set a target incentive of not less than sixty percent (60%) of annual salary. Such annual incentive shall be paid in accordance with the Company's regular practice for its senior officers, as in effect from time to time. To the extent not duplicative of the specific benefits provided herein, the Employee shall be eligible to participate in all incentive compensation, retirement, supplemental retirement, and deferred compensation plans, policies and arrangements that are provided generally to other senior officers of the Company at a level (in terms of the amount and types of benefits and incentive compensation that the Employee has the opportunity to receive and the terms thereof) determined in the sole discretion of the Board.

(c) Employee agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is good, valuable and separate consideration for the non-competition, assignment and release of liability provisions

contained herein. Employee acknowledges that he is aware of the effect of the non-competition, assignment and release of liability provisions contained herein and agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is sufficient consideration for his agreement to these provisions.

(d) In addition to the compensation called for in this Agreement, Employee shall be entitled to any and all benefits and perquisites generally provided from time to time to other similarly situated officers as well as the benefits and prerequisites attached hereto as Exhibit "A" and incorporated herein by this reference.

8. *Licensing.*

Employee has obtained and possesses, or will obtain and possess, and will maintain throughout the Term hereof, all licenses, approvals, permits, and authorization (the "Licenses") necessary to perform Employee's duties hereunder, (if any). Any costs, attorneys fees, investigations fees or other expenses incurred in connection with obtaining or maintaining such Licenses shall be borne by the Company. Employee warrants that Employee is fully eligible, under all standards and requirements, to obtain, possess, and maintain such Licenses and that Employee will commit no acts during the Term hereof that would jeopardize or eliminate Employee's ability to possess or maintain such Licenses.

9. *Rules and Regulations.*

Employee shall observe, enforce, and comply with the policies, philosophies, strategies, rules, and regulations of the Company, as they may be promulgated and/or modified from time to time, and shall carry out and perform the orders, directions, and policies of the Company, as they may be stated and/or amended from time to time, either orally or in writing. A violation of this Section 8 by Employee is a material breach of this Agreement.

10. *Restrictive Covenants.*

In consideration of the amount payable under Paragraph 6(a)(l), the other compensation paid hereunder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following provisions of this Section 10:

(a) Non-Competition. Employee understands and agrees that the Company does business throughout the State of Nevada and other states. Employee further understands and agrees that he is a high ranking officer of the Company and will have access to confidential and trade secret information of the Company and to its goodwill that will allow Employee to unfairly compete with the Company justifying this restriction. For a period of one (1) year following the termination of Employee's employment hereunder for any reason, including expiration of the Term of this Agreement, Employee agrees that, without the written permission of the Company, he will not engage (whether as owner, partner, controlling stockholder, controlling investor, employee, adviser, consultant, or otherwise) in any business that is in direct competition with the Business, as of the Applicable Date (as defined below), in Nevada and any other state in which the Company is conducting its Business (the "Non-Compete Area") as of the effective date of

the termination. “Applicable Date” is the date of termination or the date the Employee executes the Global Mutual Release of Liability in accordance with this Agreement, whichever is later.

(b) Non-Solicitation. Without limiting the generality of the foregoing, Employee agrees that for a period of one (1) year following the Applicable Date, he will not, without the prior written consent of the Company, directly or indirectly solicit or attempt to solicit, within the Non-Compete Area, any business from any person or entity that the Company called upon, solicited, or conducted business with as of the effective date of the termination, any persons or entities that have been customers of the Company or recruit or hire any person who has been or is an employee of the Company, its parent, subsidiaries or affiliates during the preceding one-year period from the date of termination of this Agreement. In addition, Employee agrees that he shall not directly or indirectly solicit or encourage any employee of Company to go to work for or with Employee for a period of one-year following the date of termination of this Agreement. In the event of the violation of this Section 10, the Company will be entitled to, in addition to any other remedies provided by law or equity, obtain injunctive relief and the specific performance of this covenant. Should Employee violate this Section 10, the period of time for this Paragraph will automatically be extended for the period of time from which Employee began such violation until he permanently ceases such violation. The Employee acknowledges that this Section 10 is necessary to protect the interests of the Company, and that the restrictions contained herein are reasonable in light of the consideration and other value the Employee has accepted pursuant to this Agreement. If any provision of this covenant is invalid in whole or in part, it will be limited, whether as to time, area covered, or otherwise as and to the extent required for its validity under the applicable law and as so limited, will be enforceable.

(c) Confidential Information. Employee acknowledges that he has had or will have access to the Company’s confidential information and that of its parent, subsidiaries and affiliates (including, but not limited to, records regarding sales, price and cost information, marketing plans, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Company’s Business), proprietary, or trade secret information (the “Confidential Information”), and agrees never to use the Confidential Information other than for the sole benefit of the Company and further agrees to never disclose such Confidential Information (except as may be required by regulatory authorities or as may be required by law) to any entity or person that is not an officer or employee (unless at such time such Confidential Information is subject to a policy of the Company restricting disclosure to non-officers) of the Company at the time of such disclosure, without the prior written consent of the Company. Employee further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Company, its parent, subsidiaries or affiliates and the restriction against the disclosure of Confidential Information is reasonable in light of the consideration and other value the Employee has received or will receive pursuant to this Agreement.

(d) Employee agrees to cooperate with the Company in any litigation, administrative proceeding, investigation or audit involving any matters with which Employee has knowledge of from his employment with the Company. The Company shall reimburse Employee for reasonable expenses, including reasonable compensation for services

rendered at his hourly rate of compensation on the date of termination of the Agreement, incurred in providing such assistance and approved by the Company.

(e) In the event of a violation of this Section 10, the Company shall be entitled to any form of relief at law or equity, and the parties agree and acknowledge that injunctive relief is an appropriate, but not exclusive, remedy to enforce the provisions hereof. The existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense of the Company's enforcement of the covenants set forth in this Section 10. The Employee hereby submits to the jurisdiction of the courts of the State of Nevada and federal courts therein for the purposes of any actions or proceedings instituted by the Company to enforce its rights under this Agreement, to seek money damages or seek injunctive relief. Employee further acknowledges and agrees that the obligations contained in Section 10 of this Agreement are fair, do not unreasonably restrict Employee's further employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement. The covenants contained in Section 10 shall each be construed as an Agreement independent of any other provisions of this Agreement. Both parties intend to make the covenants of Section 10 binding only to the extent that it may be lawfully done under existing applicable laws. If a court of competent jurisdiction decides any part of any covenant is overly broad, thereby making the covenant unenforceable, the parties agree that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

(f) Employee acknowledges that it is possible that the corporate structure of the Company could change during the term of this Agreement. Employee hereby acknowledges and affirms that the Company may assign its rights under this Agreement to a third-party without the approval of or additional consideration to Employee. Employee acknowledges and agrees that the consideration called for herein is good and sufficient consideration for the Company's right to assign its rights under this Agreement.

(g) Sections 10(a) through (f), inclusive, of this Agreement shall survive either termination of the employment relationship or termination of this Agreement for the full period set forth in Sections 10(a) through (e), inclusive.

11. *Employee Benefits.*

Employee shall be entitled to receive employee benefits and other employment-related perquisites as shall be established or revised by the Company from time to time for similarly situated employees. Employee shall receive full medical coverage, dependent medical coverage, life insurance, and such other employee benefits on the same terms as officers at the same level within the Company.

12. *Work for Hire.*

Employee agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Employee does on behalf of the Company, its parent, subsidiaries or affiliates is a "work for hire" (hereinafter referred to as "Work") and will be the sole property of the Company. The Employee agrees to sign any documents, during or after employment, which the Company deems necessary to confirm

its ownership of the Work, and Employee agrees to cooperate with the Company to allow the Company to take advantage of it ownership of such Work.

13. *Assignment of Agreement.*

Employee agrees that his services are unique and personal and that, accordingly, Employee may not assign his rights or delegate his duties or obligations under this Agreement. The Company may assign its rights, duties, and obligations under this Agreement to any successor to its business. This Agreement shall inure to the benefit of and be binding upon the Company's successors and assigns.

14. *Indemnification of Employee.*

The Company shall indemnify the Employee and hold him harmless for acts or decisions made by him in good faith while performing services for the Company, its parent, subsidiaries and affiliates to the full extent allowed by law. The Company shall also use its reasonable efforts to obtain coverage for him under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering the officers and directors of the Company against lawsuits, subject to the business judgment of the Board. The Company shall pay all expenses, including attorneys' fees of an attorney selected and retained by the Company to represent the Employee, actually and necessarily incurred by the Employee in connection with the defense of such act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

15. *Notices.*

Any notice, document, or other communication (hereinafter "Notice") which either party may be required or may desire to give to the other party shall be in writing, and any such notice may be given or delivered personally or by mail. Any such notices given or delivered personally shall be given or delivered by hand to an officer of the entity to which they are being given or delivered or the individual, as the case may be, and shall be deemed given or delivered when so given or delivered by hand. Any such notices given or delivered by mail shall be deemed given or delivered three (3) days after it is deposited in the U.S. mail, certified or registered mail, return receipt requested, with all postage and fee prepaid, address to the person or entity in question as follows:

If to the Employee:

Ann W. Nelson
7413 Franktown Rd
Washoe Valley, Nevada 89704

If to the Company:

Douglas D. Dirks
9790 Gateway Drive, Suite 200
Reno, Nevada 89521

or, in either case, to such other address as either party may have previously notified the other pursuant to the provisions of this Section 15.

16. *Severability.*

In the event that any provision hereof shall be declared by a court of competent jurisdiction to be void or voidable as contrary to law or public policy, such declaration shall not affect the continuing validity or enforceability of any other provisions hereof insofar as it may be reasonable and practicable to continue to enforce such other provision in the absence of the provision which shall have been declared to be void and voidable.

17. *Remedy for Breach.*

Both parties recognize that the services to be performed by the Employee are special and unique. The Company will have the right to seek and obtain damages and any available equitable remedies for Employee's breach of this Agreement. The Employee's remedy for any breach of this Agreement is strictly limited to the Severance Pay called for herein.

18. *Mitigation of Damages.*

Employee shall not be required to mitigate damages or the amount of any payment provided under this Agreement by other employment or otherwise after the termination of employment hereunder, and any amounts earned by Employee, whether from self-employment or other employment shall not reduce the amount of any Severance Pay called for herein.

19. *Attorneys' Fees and Costs.*

In any claim or dispute between the parties arising out of or associated with this Agreement or the breach hereof, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs thereof or associated therewith. The term "prevailing party" means the party obtaining substantially the relief sought via litigation or through an action in arbitration.

20. *Integration, Amendment, and Waiver.*

This Agreement and such other written agreements referenced in this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it except as expressly provided herein, and supersedes all prior agreements, representations, assurances, and understandings of the parties. No amendment of, addition to, or modification of this Agreement shall be binding unless executed in writing by all the parties. Any term or provision of this Agreement may be waived in a signed writing at any time by the party which is entitled to the benefit thereof, provided, however, that any waiver shall apply only to the specific event or omission waived and shall not constitute a continuing waiver. Any term or provision of this Agreement may be amended or supplemented at any time by a written instrument executed by all the parties hereto.

21. *Captions*.

The captions and section headings of this Agreement are for convenience and reference only, and shall have no effect on the interpretation or construction of this Agreement.

22. *Applicable Law.*

The substantive laws of the State of Nevada shall govern the validity, construction, interpretation, performance, and effect of this Agreement.

23. *Arbitration*.

Any controversy or claim arising out of this Agreement, other than an action to enforce the provisions of Section 10 herein or the breach thereof, shall be settled by arbitration according to the rules of the American Arbitration Association applicable to disputes arising in Nevada and under Nevada law. Any party to the arbitration may enter judgment upon the award rendered by the arbitrator in any court having jurisdiction thereof. The arbitrator shall not be entitled to amend or alter the terms of this Agreement. Notwithstanding this Section 23, the Company shall be entitled to seek any available equitable remedy for enforcement of provisions of this Agreement.

24. *Authorization*.

The Company and the Employee, individually and severally, represent and warrant to the other party that it has the authorization, power and right to deliver, execute and fully perform the obligations under this Agreement in accordance with its terms. The Employee represents and warrants to the Company that there is no restriction or limitation, by reason of this Agreement or otherwise, upon the Employee's right or ability to enter into this Agreement and fulfill his obligations under this Agreement.

25. *Acknowledgment*.

Employee acknowledges that he has given a reasonable period of time to study this Agreement before signing it. Employee certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. Employee further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that Employee's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, Employee does not rely on any inducements, promisers, or representations by the Company or any person other than the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement on the day and year herein above written.

COMPANY:	EMPLOYEE:
By: /s/ Douglas D. Dirks	By: /s/ Ann W. Nelson
Name: Douglas D. Dirks	Name: Ann W. Nelson

Appendix A

Perquisites

1. Automobile Allowance in the amount of $1,200.00 per month

2. Annual Executive Physical Examination as a part of the Company’s executive wellness program

3. Life Insurance as a part of the Company’s group life insurance program in an amount equal to 3 times the Employee’s Base Salary

EMPLOYMENT AGREEMENT

Employers Insurance Company of Nevada, (the "Company") and Lenard T. Ormsby (the "Employee") enter this Employment Agreement (this "Agreement") on this 1st day of January, 2006.

RECITALS

A. Employee has knowledge and experience applicable to the position of General Counsel.

B. The Company is a Nevada domiciled insurance company.

C. The Company desires to employ Employee to perform certain services for the Company, and Employee desires to be so employed by the Company.

In consideration of the premises and mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

TERM

1. *Employment*.

The Company agrees to employ Employee and Employee accepts such employment upon the terms and conditions specified herein. Employee agrees to devote substantially all of his time and effort during working hours in the performance of the duties called for herein and agrees that any other non-employment related duties (i.e., industry related groups, service on boards, etc.) will not be allowed to materially interfere with the performance of the duties called for herein.

2. *Term*.

The term of this Agreement shall commence on the date hereof, and continue for three (3) years, until December 31, 2008 (the "Expiration Date") unless sooner terminated in accordance with this Agreement. The Company agrees to notify the Employee of its intent whether or not to offer another contract of employment to the Employee not later than six (6) months prior to the expiration of this Agreement. If the Company informs the Employee that the employment will be terminated at the end of the term of this Agreement, Employee shall be entitled to reasonable paid administrative leave to secure other employment through the end of the Agreement. If the Company informs the Employee that a new contract will be offered after the expiration of this Agreement, the parties hereto shall consummate the terms and conditions of the new contract not less than thirty (30) days before the expiration of this Agreement. If the parties cannot agree on the terms and conditions of the new contract more than thirty (30) days before the expiration of this Agreement, and the Company decides, at that time, that further negotiations are not appropriate, the Company shall pay Employee severance, in accordance with Paragraph 6(a)(l) herein, upon the termination of the Agreement.

3. *Services and Duties*.

Employee shall serve as General Counsel and shall perform such duties as may be assigned by the Chief Executive Officer from time to time. At the request of the Board of Directors of the Company, Employee shall also serve as a director of the Company and/or one or more of the Company's parent, subsidiaries or affiliates at no additional compensation. Employee agrees that upon the termination of his employment with the Company, he shall resign from any and all Boards effective on the date of the termination of employment.

4. *Insurance*.

The Employee agrees to submit to a physical examination at a reasonable time as requested by the Company for the purpose of the Company's obtaining life insurance on the life of the Employee for the benefit of the Company; provided, however, that the Company shall bear the costs for such examinations and shall pay all premiums on any life insurance obtained as a result of such examinations. Employee further agrees to submit to drug testing in accordance with the Company policy.

5. *Termination*.

(a) The Company, at any time, may terminate this Agreement immediately for Cause. Cause is defined as:

(i) A material breach of this Agreement by Employee;

(ii) Failure or inability of Employee to obtain or maintain any required licenses or certificates;

(iii) Willful violation by Employee of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Company, adversely affect the ability of Employee to perform his duties hereunder or may subject the Company to liability;

(iv) Election by the Company to discontinue the Company's business; or,

(v) Conviction of any felony or crime including moral turpitude.

(b) The Employee may terminate this Agreement immediately in the event of:

(i) A material breach of this Agreement by the Company; or

(ii) Willful violation by Employer of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Employee, adversely affect the ability of Employee to perform his duties hereunder or may subject the Employee to liability

(c) The Company may also terminate this Agreement upon the occurrence of one or more of the following events, subject to applicable law:

(i) Death of Employee;

(ii) Employee is deemed to be disabled in accordance with the policies of the Company and the law or if Employee is unable to perform the essential job functions of Employee's position with the Company, with or without reasonable accommodation, for a period of more than 100 business days in any 120 consecutive business day period. Employee is entitled to any and all short term or long term disability programs, like any other employee, in accordance with the policies of the Company, whether or not this Agreement is terminated;

(iii) Any event, occurrence, or factual situation that, in the sole and absolute discretion of the Company, shall make the continued employment of Employee ineffective, inadvisable, or unnecessary.

6. *Duties Upon Termination*

(a) If the Company terminates this Agreement for any reason before the Expiration Date, other than specified above in subsection 5(a) for Cause, 5(c)(l), for the death of the employee, or 5(C)(2) for disability, or if the Employee terminates this Agreement for Cause which has not been cured by the Company within thirty (30) days of receipt of written notice of the alleged breach pursuant to Paragraph 5(b), the Employee shall receive the following severance pay (the "Severance Pay"):

(i) An amount equal to Base Salary through expiration of the term of this Agreement or one months Base Salary (as defined below) for each completed year of service with the Company, whichever is greater but in no event less than eighteen (18) months, within thirty (30) days of the effective date of the termination. The payment amount shall be subject to normal payroll deductions at Employee's then elected rate. Employee agrees to pay any federal or state taxes, which are required to be paid by Employee beyond the amount of any withholding by the Company;

(ii) Short term bonus amounts from the Executive Bonus Plan, pro-rated for the period of the calendar year in which the Employee last performed services for the Company, in accordance with the Bonus Plan in effect on the date of the termination;

(iii) Long term bonus amounts from the Executive Bonus Plan, if applicable, either in a lump sum payment made within thirty (30) days of the effective date of the termination or, in accordance with the payment schedule in the Bonus Plan in effect on the date of the termination, such election to be made at the option of the Company; and,

(iv) Continuation of the insurance coverage in effect on the date of the termination, for a period of 18 (eighteen) months with the Company paying the employer portion of the premium and the Employee paying the employee portion, including dependents if applicable, of the premium during the eighteen (18) month period, provided Employee elects to continue such insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Employee is solely responsible for taking the actions necessary to exercise his rights under COBRA for the insurance coverage Employee has in effect, including dependents if applicable, on the date of termination.

(b) The parties agree, in the event of a breach of this Agreement by the Company that is not cured in accordance with this Agreement, that actual damages are speculative and that the amount of the Severance Pay set forth herein is liquidated damages and is a reasonable estimate of what damages would be for a breach of this Agreement.

(c) Employee agrees and acknowledges that the following must be satisfied by the Employee before he is entitled to the Severance Pay called for herein:

(i) That Employee return any and all Company equipment, software, data or Company property or information, including documents and records or copies thereof relating in any way to any proprietary information of the Company, its

parent, subsidiaries or affiliates whether prepared by the Employee or any other person or entity. That Employee further agrees that he shall not retain any proprietary information of the Company, its parent, subsidiaries or affiliates after the termination of his employment;

(ii) That Employee execute a Global Release of Liability, in a form substantially similar to the sample attached hereto, which releases liability for any and all claims, whether based in law or equity, arising from or associated with Employee's employment or with this Agreement. That Employee further acknowledges and agrees that he has not made and will not make any assignment of any claim, cause or right of action, or any right of any kind whatsoever, arising from or associated with the employment of Employee by the Company; and,

(iii) That Employee reaffirm the covenants contained herein, in writing, including but not limited to the following: non-disclosure, non-competition and non-solicitation covenants.

(d) The Employee may terminate this Agreement for reasons other than those identified in Paragraph 5(b) upon not less than 60 days prior written notice. If the Employee terminates this Agreement pursuant to this paragraph, he shall only be entitled to the following:

(i) Any unpaid salary through the effective date of Employee's resignation from the Company; and

(ii) Any accrued and unused vacation pay.

7. *Compensation, and Benefits.*

(a) During the term of this Agreement, the Company shall pay to Employee an annual salary of not less than $300,000 ("Base Salary"), which amount shall be paid according to the Company's regular payroll practices. The Company agrees to review the Base Salary on an annual basis and adjust the salary to comply with the executive compensation policy in effect at the time of the review. Any increase made to the annual salary will establish the new Base Salary for the Employee. The Company will provide a one-time signing bonus in the amount of $100,000, due within 10 days of the effective date of this agreement. All payments made pursuant to this Agreement shall be reduced by and subject to withholding for all federal, state, and local taxes and any withholding required by applicable laws and regulations.

(b) The Company may provide an annual incentive (the "Annual Incentive") to the Employee during the Term of Employment based on the Employee's and the Company's performance, as determined by the Board (or a committee thereof) in its sole discretion. If such a plan is provided, the Company shall set a target incentive of not less than sixty percent (60%) of annual salary. Such annual incentive shall be paid in accordance with the Company's regular practice for its senior officers, as in effect from time to time. To the extent not duplicative of the specific benefits provided herein, the Employee shall be eligible to participate in all incentive compensation, retirement, supplemental retirement, and deferred compensation plans, policies and arrangements that are provided generally to other senior officers of the Company at a level (in terms of the amount and types of benefits and incentive compensation that the Employee has the opportunity to receive and the terms thereof) determined in the sole discretion of the Board.

(c) Employee agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is good, valuable and separate consideration for the non-competition, assignment and release of liability provisions contained herein. Employee acknowledges that he is aware of the effect of the non-competition, assignment and release of liability provisions contained herein and agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is sufficient consideration for his agreement to these provisions.

(d) In addition to the compensation called for in this Agreement, Employee shall be entitled to any and all benefits and perquisites generally provided from time to time to other similarly situated officers as well as the benefits and prerequisites attached hereto as Exhibit "A" and incorporated herein by this reference.

8. *Licensing.*

Employee has obtained and possesses, or will obtain and possess, and will maintain throughout the Term hereof, all licenses, approvals, permits, and authorization (the "Licenses") necessary to perform Employee's duties hereunder, (if any). Any costs, attorneys fees, investigations fees or other expenses incurred in connection with obtaining or maintaining such Licenses shall be borne by the Company. Employee warrants that Employee is fully eligible, under all standards and requirements, to obtain, possess, and maintain such Licenses and that Employee will commit no acts during the Term hereof that would jeopardize or eliminate Employee's ability to possess or maintain such Licenses.

9. *Rules and Regulations.*

Employee shall observe, enforce, and comply with the policies, philosophies, strategies, rules, and regulations of the Company, as they may be promulgated and/or modified from time to time, and shall carry out and perform the orders, directions, and policies of the Company, as they may be stated and/or amended from time to time, either orally or in writing. A violation of this Section 8 by Employee is a material breach of this Agreement.

10. *Restrictive Covenants.*

In consideration of the amount payable under Paragraph 6(a)(l), the other compensation paid hereunder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following provisions of this Section 10:

(a) Non-Competition. Employee understands and agrees that the Company does business throughout the State of Nevada and other states. Employee further understands and agrees that he is a high ranking officer of the Company and will have access to confidential and trade secret information of the Company and to its goodwill that will allow Employee to unfairly compete with the Company justifying this restriction. For a period of one (1) year following the termination of Employee's employment hereunder for any reason, including expiration of the Term of this Agreement, Employee agrees that, without the written permission of the Company, he will not engage (whether as owner, partner, controlling stockholder, controlling investor, employee, adviser,

consultant, or otherwise) in any business that is in direct competition with the Business, as of the Applicable Date (as defined below), in Nevada and any other state in which the Company is conducting its Business (the "Non-Compete Area")as of the effective date of the termination. "Applicable Date" is the date of termination or the date the Employee executes the Global Mutual Release of Liability in accordance with this Agreement, whichever is later.

(b) Non-Solicitation. Without limiting the generality of the foregoing, Employee agrees that for a period of one (1) year following the Applicable Date, he will not, without the prior written consent of the Company, directly or indirectly solicit or attempt to solicit, within the Non-Compete Area, any business from any person or entity that the Company called upon, solicited, or conducted business with as of the effective date of the termination, any persons or entities that have been customers of the Company or recruit or hire any person who has been or is an employee of the Company, its parent, subsidiaries or affiliates during the preceding one-year period from the date of termination of this Agreement. In addition, Employee agrees that he shall not directly or indirectly solicit or encourage any employee of Company to go to work for or with Employee for a period of one-year following the date of termination of this Agreement. In the event of the violation of this Section 10, the Company will be entitled to, in addition to any other remedies provided by law or equity, obtain injunctive relief and the specific performance of this covenant. Should Employee violate this Section 10, the period of time for this Paragraph will automatically be extended for the period of time from which Employee began such violation until he permanently ceases such violation. The Employee acknowledges that this Section 10 is necessary to protect the interests of the Company, and that the restrictions contained herein are reasonable in light of the consideration and other value the Employee has accepted pursuant to this Agreement. If any provision of this covenant is invalid in whole or in part, it will be limited, whether as to time, area covered, or otherwise as and to the extent required for its validity under the applicable law and as so limited, will be enforceable.

(c) Confidential Information. Employee acknowledges that he has had or will have access to the Company's confidential information and that of its parent, subsidiaries and affiliates (including, but not limited to, records regarding sales, price and cost information, marketing plans, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Company's Business), proprietary, or trade secret information (the "Confidential Information"), and agrees never to use the Confidential Information other than for the sole benefit of the Company and further agrees to never disclose such Confidential Information (except as may be required by regulatory authorities or as may be required by law) to any entity or person that is not an officer or employee (unless at such time such Confidential Information is subject to a policy of the Company restricting disclosure to non-officers) of the Company at the time of such disclosure, without the prior written consent of the Company. Employee further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Company, its parent, subsidiaries or affiliates and the restriction against the disclosure of Confidential Information is reasonable in light of the consideration and other value the Employee has received or will receive pursuant to this Agreement.

(d) Employee agrees to cooperate with the Company in any litigation, administrative proceeding, investigation or audit involving any matters with which Employee has knowledge of from his employment with the Company. The Company shall reimburse Employee for reasonable expenses, including reasonable compensation for services rendered at his hourly rate of compensation on the date of termination of the Agreement, incurred in providing such assistance and approved by the Company.

(e) In the event of a violation of this Section 10, the Company shall be entitled to any form of relief at law or equity, and the parties agree and acknowledge that injunctive relief is an appropriate, but not exclusive, remedy to enforce the provisions hereof. The existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense of the Company's enforcement of the covenants set forth in this Section 10. The Employee hereby submits to the jurisdiction of the courts of the State of Nevada and federal courts therein for the purposes of any actions or proceedings instituted by the Company to enforce its rights under this Agreement, to seek money damages or seek injunctive relief. Employee further acknowledges and agrees that the obligations contained in Section 10 of this Agreement are fair, do not unreasonably restrict Employee's further employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement. The covenants contained in Section 10 shall each be construed as an Agreement independent of any other provisions of this Agreement. Both parties intend to make the covenants of Section 10 binding only to the extent that it may be lawfully done under existing applicable laws. If a court of competent jurisdiction decides any part of any covenant is overly broad, thereby making the covenant unenforceable, the parties agree that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

(f) Employee acknowledges that it is possible that the corporate structure of the Company could change during the term of this Agreement. Employee hereby acknowledges and affirms that the Company may assign its rights under this Agreement to a third-party without the approval of or additional consideration to Employee. Employee acknowledges and agrees that the consideration called for herein is good and sufficient consideration for the Company's right to assign its rights under this Agreement.

(g) Sections 10(a) through (f), inclusive, of this Agreement shall survive either termination of the employment relationship or termination of this Agreement for the full period set forth in Sections 10(a) through (e), inclusive.

11. *Employee Benefits.*

Employee shall be entitled to receive employee benefits and other employment-related perquisites as shall be established or revised by the Company from time to time for similarly situated employees. Employee shall receive full medical coverage, dependent medical coverage, life insurance, and such other employee benefits on the same terms as officers at the same level within the Company.

12. *Work for Hire.*

Employee agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Employee does on behalf of the Company, its parent, subsidiaries or affiliates is a “work for hire” (hereinafter referred to as “Work”) and will be the sole property of the Company. The Employee agrees to sign any documents, during or after employment, which the Company deems necessary to confirm its ownership of the Work, and Employee agrees to cooperate with the Company to allow the Company to take advantage of it ownership of such Work.

13. *Assignment of Agreement.*

Employee agrees that his services are unique and personal and that, accordingly, Employee may not assign his rights or delegate his duties or obligations under this Agreement. The Company may assign its rights, duties, and obligations under this Agreement to any successor to its business. This Agreement shall inure to the benefit of and be binding upon the Company’s successors and assigns.

14. *Indemnification of Employee.*

The Company shall indemnify the Employee and hold him harmless for acts or decisions made by him in good faith while performing services for the Company, its parent, subsidiaries and affiliates to the full extent allowed by law. The Company shall also use its reasonable efforts to obtain coverage for him under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering the officers and directors of the Company against lawsuits, subject to the business judgment of the Board. The Company shall pay all expenses, including attorneys’ fees of an attorney selected and retained by the Company to represent the Employee, actually and necessarily incurred by the Employee in connection with the defense of such act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

15. *Notices.*

Any notice, document, or other communication (hereinafter “Notice”) which either party may be required or may desire to give to the other party shall be in writing, and any such notice may be given or delivered personally or by mail. Any such notices given or delivered personally shall be given or delivered by hand to an officer of the entity to which they are being given or delivered or the individual, as the case may be, and shall be deemed given or delivered when so given or delivered by hand. Any such notices given or delivered by mail shall be deemed given or delivered three (3) days after it is deposited in the U.S. mail, certified or registered mail, return receipt requested, with all postage and fee prepaid, address to the person or entity in question as follows:

If to the Employee:

Lenard T. Ormsby
14045 Edwards Dr
Reno, Nevada 89511

If to the Company:

Douglas D. Dirks
9790 Gateway Drive, Suite 200
Reno, Nevada 89521

or, in either case, to such other address as either party may have previously notified the other pursuant to the provisions of this Section 15.

16. *Severability.*

In the event that any provision hereof shall be declared by a court of competent jurisdiction to be void or voidable as contrary to law or public policy, such declaration shall not affect the continuing validity or enforceability of any other provisions hereof insofar as it may be reasonable and practicable to continue to enforce such other provision in the absence of the provision which shall have been declared to be void and voidable.

17. *Remedy for Breach.*

Both parties recognize that the services to be performed by the Employee are special and unique. The Company will have the right to seek and obtain damages and any available equitable remedies for Employee's breach of this Agreement. The Employee's remedy for any breach of this Agreement is strictly limited to the Severance Pay called for herein.

18. *Mitigation of Damages.*

Employee shall not be required to mitigate damages or the amount of any payment provided under this Agreement by other employment or otherwise after the termination of employment hereunder, and any amounts earned by Employee, whether from self-employment or other employment shall not reduce the amount of any Severance Pay called for herein.

19. *Attorneys' Fees and Costs.*

In any claim or dispute between the parties arising out of or associated with this Agreement or the breach hereof, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs thereof or associated therewith. The term "prevailing party" means the party obtaining substantially the relief sought via litigation or through an action in arbitration.

20. *Integration, Amendment, and Waiver.*

This Agreement and such other written agreements referenced in this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it except as expressly provided herein, and supersedes all prior agreements, representations, assurances, and understandings of the parties. No amendment of, addition to, or modification of this Agreement shall be binding unless executed in writing by all the parties. Any term or provision of this Agreement may be waived in a signed writing at any time by the party which is entitled to the benefit thereof, provided, however, that any waiver shall apply only to the specific event or omission waived and shall not constitute a continuing waiver. Any term or provision of this Agreement may

be amended or supplemented at any time by a written instrument executed by all the parties hereto.

21. *Captions.*

The captions and section headings of this Agreement are for convenience and reference only, and shall have no effect on the interpretation or construction of this Agreement.

22. *Applicable Law.*

The substantive laws of the State of Nevada shall govern the validity, construction, interpretation, performance, and effect of this Agreement.

23. *Arbitration.*

Any controversy or claim arising out of this Agreement, other than an action to enforce the provisions of Section 10 herein or the breach thereof, shall be settled by arbitration according to the rules of the American Arbitration Association applicable to disputes arising in Nevada and under Nevada law. Any party to the arbitration may enter judgment upon the award rendered by the arbitrator in any court having jurisdiction thereof. The arbitrator shall not be entitled to amend or alter the terms of this Agreement. Notwithstanding this Section 23, the Company shall be entitled to seek any available equitable remedy for enforcement of provisions of this Agreement.

24. *Authorization.*

The Company and the Employee, individually and severally, represent and warrant to the other party that it has the authorization, power and right to deliver, execute and fully perform the obligations under this Agreement in accordance with its terms. The Employee represents and warrants to the Company that there is no restriction or limitation, by reason of this Agreement or otherwise, upon the Employee's right or ability to enter into this Agreement and fulfill his obligations under this Agreement.

25. *Acknowledgment.*

Employee acknowledges that he has given a reasonable period of time to study this Agreement before signing it. Employee certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. Employee further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that Employee's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, Employee does not rely on any inducements, promises, or representations by the Company or any person other than the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement on the day and year herein above written.

COMPANY:	EMPLOYEE:
By: /s/ Douglas D. Dirks	By: /s/ Lenard T. Ormsby
Name: Douglas D. Dirks	Name: Lenard T. Ormsby

Appendix A

Perquisites

1. Automobile Allowance in the amount of $ 1,200.00 per month

2. Annual Executive Physical Examination as a part of the Company’s executive wellness program

3. Life Insurance as a part of the Company’s group life insurance program in an amount equal to 3 times the Employee’s Base Salary

EMPLOYMENT AGREEMENT

Employers Insurance Company of Nevada, (the "Company") and Martin J. Welch (the "Employee") enter this Employment Agreement (this "Agreement") on this 1st day of January, 2006.

RECITALS

A. Employee has knowledge and experience applicable to the position of President and Chief Operating Officer.

B. The Company is a Nevada domiciled insurance company.

C. The Company desires to employ Employee to perform certain services for the Company, and Employee desires to be so employed by the Company.

In consideration of the premises and mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

TERM

1. *Employment*.

The Company agrees to employ Employee and Employee accepts such employment upon the terms and conditions specified herein. Employee agrees to devote substantially all of his time and effort during working hours in the performance of the duties called for herein and agrees that any other non-employment related duties (i.e., industry related groups, service on boards, etc.) will not be allowed to materially interfere with the performance of the duties called for herein.

2. *Term.*

The term of this Agreement shall commence on the date hereof, and continue for three (3) years, until December 31, 2008 (the "Expiration Date") unless sooner terminated in accordance with this Agreement. The Company agrees to notify the Employee of its intent whether or not to offer another contract of employment to the Employee not later than six (6) months prior to the expiration of this Agreement. If the Company informs the Employee that the employment will be terminated at the end of the term of this Agreement, Employee shall be entitled to reasonable paid administrative leave to secure other employment through the end of the Agreement. If the Company informs the Employee that a new contract will be offered after the expiration of this Agreement, the parties hereto shall consummate the terms and conditions of the new contract not less than thirty (30) days before the expiration of this Agreement. If the parties cannot agree on the terms and conditions of the new contract more than thirty (30) days before the expiration of this Agreement, and the Company decides, at that time, that further negotiations are not appropriate, the Company shall pay Employee severance, in accordance with Paragraph 6(a)(l) herein, upon the termination of the Agreement.

3. *Services and Duties.*

Employee shall serve as President and Chief Operating Officer and shall perform such duties as may be assigned by the Chief Executive Officer from time to time. At the request of the Board of Directors of the Company, Employee shall also serve as a director of the Company and/or one or more of the Company's parent, subsidiaries or affiliates at no additional compensation. Employee agrees that upon the termination of his employment with the Company, he shall resign from any and all Boards effective on the date of the termination of employment.

4. *Insurance.*

The Employee agrees to submit to a physical examination at a reasonable time as requested by the Company for the purpose of the Company's obtaining life insurance on the life of the Employee for the benefit of the Company; provided, however, that the Company shall bear the costs for such examinations and shall pay all premiums on any life insurance obtained as a result of such examinations. Employee further agrees to submit to drug testing in accordance with the Company policy.

5. *Termination.*

(a) The Company, at any time, may terminate this Agreement immediately for Cause. Cause is defined as:

(i) A material breach of this Agreement by Employee;

(ii) Failure or inability of Employee to obtain or maintain any required licenses or certificates;

(iii) Willful violation by Employee of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Company, adversely affect the ability of Employee to perform his duties hereunder or may subject the Company to liability;

(iv) Election by the Company to discontinue the Company's business; or,

(v) Conviction of any felony or crime including moral turpitude.

(b) The Employee may terminate this Agreement immediately in the event of;

(i) A material breach of this Agreement by the Company; or

(ii) Willful violation by Employer of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Employee, adversely affect the ability of Employee to perform his duties hereunder or may subject the Employee to liability

(c) The Company may also terminate this Agreement upon the occurrence of one or more of the following events, subject to applicable law:

(i) Death of Employee;

(ii) Employee is deemed to be disabled in accordance with the policies of the Company and the law or if Employee is unable to perform the essential job functions of Employee's position with the Company, with or without reasonable accommodation, for a period of more than 100 business days in any 120 consecutive business day period. Employee is entitled to any and all short term or long term disability programs, like any other employee, in accordance with the policies of the Company, whether or not this Agreement is terminated;

(iii) Any event, occurrence, or factual situation that, in the sole and absolute discretion of the Company, shall make the continued employment of Employee ineffective, inadvisable, or unnecessary.

6. *Duties Upon Termination.*

(a) If the Company terminates this Agreement for any reason before the Expiration Date, other than specified above in subsection 5(a) for Cause, 5(c)(l), for the death of the employee, or 5(C)(2) for disability, or if the Employee terminates this Agreement for Cause which has not been cured by the Company within thirty (30) days of receipt of written notice of the alleged breach pursuant to Paragraph 5(b), the Employee shall receive the following severance pay (the "Severance Pay"):

(i) An amount equal to Base Salary through expiration of the term of this Agreement or one months Base Salary (as defined below) for each completed year of service with the Company, whichever is greater but in no event less than twelve (12) months, within thirty (30) days of the effective date of the termination. The payment amount shall be subject to normal payroll deductions at Employee's then elected rate. Employee agrees to pay any federal or state taxes, which are required to be paid by Employee beyond the amount of any withholding by the Company;

(ii) Short term bonus amounts from the Executive Bonus Plan, pro-rated for the period of the calendar year in which the Employee last performed services for the Company, in accordance with the Bonus Plan in effect on the date of the termination;

(iii) Long term bonus amounts from the Executive Bonus Plan, if applicable, either in a lump sum payment made within thirty (30) days of the effective date of the termination or, in accordance with the payment schedule in the Bonus Plan in effect on the date of the termination, such election to be made at the option of the Company; and,

(iv) Continuation of the insurance coverage in effect on the date of the termination, for a period of 18 (eighteen) months with the Company paying the employer portion of the premium and the Employee paying the employee portion, including dependents if applicable, of the premium during the eighteen (18) month period, provided Employee elects to continue such insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Employee is solely responsible for taking the actions necessary to exercise his rights under COBRA for the insurance coverage Employee has in effect, including dependents if applicable, on the date of termination.

(b) The parties agree, in the event of a breach of this Agreement by the Company that is not cured in accordance with this Agreement, that actual damages are speculative and that the amount of the Severance Pay set forth herein is liquidated damages and is a reasonable estimate of what damages would be for a breach of this Agreement.

(c) Employee agrees and acknowledges that the following must be satisfied by the Employee before he is entitled to the Severance Pay called for herein:

(i) That Employee return any and all Company equipment, software, data or Company property or information, including documents and records or copies thereof relating in any way to any proprietary information of the Company, its

parent, subsidiaries or affiliates whether prepared by the Employee or any other person or entity. That Employee further agrees that he shall not retain any proprietary information of the Company, its parent, subsidiaries or affiliates after the termination of his employment;

(ii) That Employee execute a Global Release of Liability, in a form substantially similar to the sample attached hereto, which releases liability for any and all claims, whether based in law or equity, arising from or associated with Employee's employment or with this Agreement. That Employee further acknowledges and agrees that he has not made and will not make any assignment of any claim, cause or right of action, or any right of any kind whatsoever, arising from or associated with the employment of Employee by the Company; and,

(iii) That Employee reaffirm the covenants contained herein, in writing, including but not limited to the following: non-disclosure, non-competition and non-solicitation covenants.

(d) The Employee may terminate this Agreement for reasons other than those identified in Paragraph 5(b) upon not less than 60 days prior written notice. If the Employee terminates this Agreement pursuant to this paragraph, he shall only be entitled to the following:

(i) Any unpaid salary through the effective date of Employee's resignation from the Company; and

(ii) Any accrued and unused vacation pay.

7. *Compensation, and Benefits.*

(a) During the term of this Agreement, the Company shall pay to Employee an annual salary of not less than $310,000 ("Base Salary"), which amount shall be paid according to the Company's regular payroll practices. The Company agrees to review the Base Salary on an annual basis and adjust the salary to comply with the executive compensation policy in effect at the time of the review. Any increase made to the annual salary will establish the new Base Salary for the Employee. All payments made pursuant to this Agreement shall be reduced by and subject to withholding for all federal, state, and local taxes and any withholding required by applicable laws and regulations.

(b) The Company may provide an annual incentive (the "Annual Incentive") to the Employee during the Term of Employment based on the Employee's and the Company's performance, as determined by the Board (or a committee thereof) in its sole discretion. If such a plan is provided, the Company shall set a target incentive of not less than sixty percent (60%) of annual salary. Such annual incentive shall be paid in accordance with the Company's regular practice for its senior officers, as in effect from time to time, To the extent not duplicative of the specific benefits provided herein, the Employee shall be eligible to participate in all incentive compensation, retirement, supplemental retirement, and deferred compensation plans, policies and arrangements that are provided generally to other senior officers of the Company at a level (in terms of the amount and types of benefits and incentive compensation that the Employee has the opportunity to receive and the terms thereof) determined in the sole discretion of the Board.

(c) Employee agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is good, valuable and separate consideration for the non-competition, assignment and release of liability provisions

contained herein. Employee acknowledges that he is aware of the effect of the non-competition, assignment and release of liability provisions contained herein and agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is sufficient consideration for his agreement to these provisions.

(d) In addition to the compensation called for in this Agreement, Employee shall be entitled to any and all benefits and perquisites generally provided from time to time to other similarly situated officers as well as the benefits and prerequisites attached hereto as Exhibit "A" and incorporated herein by this reference.

8. *Licensing.*

Employee has obtained and possesses, or will obtain and possess, and will maintain throughout the Term hereof, all licenses, approvals, permits, and authorization (the "Licenses") necessary to perform Employee's duties hereunder, (if any). Any costs, attorneys fees, investigations fees or other expenses incurred in connection with obtaining or maintaining such Licenses shall be borne by the Company. Employee warrants that Employee is fully eligible, under all standards and requirements, to obtain, possess, and maintain such Licenses and that Employee will commit no acts during the Term hereof that would jeopardize or eliminate Employee's ability to possess or maintain such Licenses.

9. *Rules and Regulations.*

Employee shall observe, enforce, and comply with the policies, philosophies, strategies, rules, and regulations of the Company, as they may be promulgated and/or modified from time to time, and shall carry out and perform the orders, directions, and policies of the Company, as they may be stated and/or amended from time to time, either orally or in writing. A violation of this Section 8 by Employee is a material breach of this Agreement.

10. *Restrictive Covenants.*

In consideration of the amount payable under Paragraph 6(a)(l), the other compensation paid hereunder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following provisions of this Section 10:

(a) Non-Competition. Employee understands and agrees that the Company does business throughout the State of Nevada and other states. Employee further understands and agrees that he is a high ranking officer of the Company and will have access to confidential and trade secret information of the Company and to its goodwill that will allow Employee to unfairly compete with the Company justifying this restriction. For a period of one (1) year following the termination of Employee's employment hereunder for any reason, including expiration of the Term of this Agreement, Employee agrees that, without the written permission of the Company, he will not engage (whether as owner, partner, controlling stockholder, controlling investor, employee, adviser, consultant, or otherwise) in any business that is in direct competition with the Business, as of the Applicable Date (as defined below), in Nevada and any other state in which the Company is conducting its Business (the "Non-Compete Area")as of the effective date of

the termination. “Applicable Date” is the date of termination or the date the Employee executes the Global Mutual Release of Liability in accordance with this Agreement, whichever is later.

(b) Non-Solicitation. Without limiting the generality of the foregoing, Employee agrees that for a period of one (1) year following the Applicable Date, he will not, without the prior written consent of the Company, directly or indirectly solicit or attempt to solicit, within the Non-Compete Area, any business from any person or entity that the Company called upon, solicited, or conducted business with as of the effective date of the termination, any persons or entities that have been customers of the Company or recruit or hire any person who has been or is an employee of the Company, its parent, subsidiaries or affiliates during the preceding one-year period from the date of termination of this Agreement. In addition, Employee agrees that he shall not directly or indirectly solicit or encourage any employee of Company to go to work for or with Employee for a period of one-year following the date of termination of this Agreement. In the event of the violation of this Section 10, the Company will be entitled to, in addition to any other remedies provided by law or equity, obtain injunctive relief and the specific performance of this covenant. Should Employee violate this Section 10, the period of time for this Paragraph will automatically be extended for the period of time from which Employee began such violation until he permanently ceases such violation. The Employee acknowledges that this Section 10 is necessary to protect the interests of the Company, and that the restrictions contained herein are reasonable in light of the consideration and other value the Employee has accepted pursuant to this Agreement. If any provision of this covenant is invalid in whole or in part, it will be limited, whether as to time, area covered, or otherwise as and to the extent required for its validity under the applicable law and as so limited, will be enforceable.

(c) Confidential Information. Employee acknowledges that he has had or will have access to the Company’s confidential information and that of its parent, subsidiaries and affiliates (including, but not limited to, records regarding sales, price and cost information, marketing plans, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Company’s Business), proprietary, or trade secret information (the “Confidential Information”), and agrees never to use the Confidential Information other than for the sole benefit of the Company and further agrees to never disclose such Confidential Information (except as may be required by regulatory authorities or as may be required by law) to any entity or person that is not an officer or employee (unless at such time such Confidential Information is subject to a policy of the Company restricting disclosure to non-officers) of the Company at the time of such disclosure, without the prior written consent of the Company. Employee further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Company, its parent, subsidiaries or affiliates and the restriction against the disclosure of Confidential Information is reasonable in light of the consideration and other value the Employee has received or will receive pursuant to this Agreement.

(d) Employee agrees to cooperate with the Company in any litigation, administrative proceeding, investigation or audit involving any matters with which Employee has knowledge of from his employment with the Company. The Company shall reimburse Employee for reasonable expenses, including reasonable compensation for services

rendered at his hourly rate of compensation on the date of termination of the Agreement, incurred in providing such assistance and approved by the Company.

(e) In the event of a violation of this Section 10, the Company shall be entitled to any form of relief at law or equity, and the parties agree and acknowledge that injunctive relief is an appropriate, but not exclusive., remedy to enforce the provisions hereof. The existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense of the Company's enforcement of the covenants set forth in this Section 10. The Employee hereby submits to the jurisdiction of the courts of the State of Nevada and federal courts therein for the purposes of any actions or proceedings instituted by the Company to enforce its rights under this Agreement, to seek money damages or seek injunctive relief. Employee further acknowledges and agrees that the obligations contained in Section 10 of this Agreement are fair, do not unreasonably restrict Employee's further employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement. The covenants contained in Section 10 shall each be construed as an Agreement independent of any other provisions of this Agreement. Both parties intend to make the covenants of Section 10 binding only to the extent that it may be lawfully done under existing applicable laws. If a court of competent jurisdiction decides any part of any covenant is overly broad, thereby making the covenant unenforceable, the parties agree that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

(f) Employee acknowledges that it is possible that the corporate structure of the Company could change during the term of this Agreement. Employee hereby acknowledges and affirms that the Company may assign its rights under this Agreement to a third-party without the approval of or additional consideration to Employee. Employee acknowledges and agrees that the consideration called for herein is good and sufficient consideration for the Company's right to assign its rights under this Agreement.

(g) Sections 10(a) through (f), inclusive, of this Agreement shall survive either termination of the employment relationship or termination of this Agreement for the full period set forth in Sections 10(a) through (e), inclusive.

11. *Employee Benefits.*

Employee shall be entitled to receive employee benefits and other employment-related perquisites as shall be established or revised by the Company from time to time for similarly situated employees. Employee shall receive full medical coverage, dependent medical coverage, life insurance, and such other employee benefits on the same terms as officers at the same level within the Company.

12. *Work for Hire.*

Employee agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Employee does on behalf of the Company, its parent, subsidiaries or affiliates is a "work for hire" (hereinafter referred to as "Work") and will be the sole property of the Company. The Employee agrees to sign any documents, during or after employment, which the Company deems necessary to confirm

its ownership of the Work, and Employee agrees to cooperate with the Company to allow the Company to take advantage of it ownership of such Work.

13. *Assignment of Agreement.*

Employee agrees that his services are unique and personal and that, accordingly, Employee may not assign his rights or delegate his duties or obligations under this Agreement. The Company may assign its rights, duties, and obligations under this Agreement to any successor to its business. This Agreement shall inure to the benefit of and be binding upon the Company's successors and assigns.

14. *Indemnification of Employee.*

The Company shall indemnify the Employee and hold him harmless for acts or decisions made by him in good faith while performing services for the Company, its parent, subsidiaries and affiliates to the Ml extent allowed by law. The Company shall also use its reasonable efforts to obtain coverage for him under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering the officers and directors of the Company against lawsuits, subject to the business judgment of the Board. The Company shall pay all expenses, including attorneys' fees of an attorney selected and retained by the Company to represent the Employee, actually and necessarily incurred by the Employee in connection with the defense of such act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

15. *Notices.*

Any notice, document, or other communication (hereinafter "Notice") which either party may be required or may desire to give to the other party shall be in writing, and any such notice may be given or delivered personally or by mail. Any such notices given or delivered personally shall be given or delivered by hand to an officer of the entity to which they are being given or delivered or the individual, as the case may be, and shall be deemed given or delivered when so given or delivered by hand. Any such notices given or delivered by mail shall be deemed given or delivered three (3) days after it is deposited in the U.S. mail, certified or registered mail, return receipt requested, with all postage and fee prepaid, address to the person or entity in question as follows:

If to the Employee:

Martin J. Welch

Reno, Nevada 89511

If to the Company:

Douglas D. Dirks
9790 Gateway Drive, Suite 200
Reno, Nevada 89521

or, in either case, to such other address as either party may have previously notified the other pursuant to the provisions of this Section 15.

16. *Severability.*

In the event that any provision hereof shall be declared by a court of competent jurisdiction to be void or voidable as contrary to law or public policy, such declaration shall not affect the continuing validity or enforceability of any other provisions hereof insofar as it may be reasonable and practicable to continue to enforce such other provision in the absence of the provision which shall have been declared to be void and voidable.

17. *Remedy for Breach.*

Both parties recognize that the services to be performed by the Employee are special and unique. The Company will have the right to seek and obtain damages and any available equitable remedies for Employee’s breach of this Agreement. The Employee's remedy for any breach of this Agreement is strictly limited to the Severance Pay called for herein.

18. *Mitigation of Damages.*

Employee shall not be required to mitigate damages or the amount of any payment provided under this Agreement by other employment or otherwise after the termination of employment hereunder, and any amounts earned by Employee, whether from self-employment or other employment shall not reduce the amount of any Severance Pay called for herein.

19. *Attorneys' Fees and Costs.*

In any claim or dispute between the parties arising out of or associated with this Agreement or the breach hereof, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs thereof or associated therewith. The term “prevailing party” means the party obtaining substantially the relief sought via litigation or through an action in arbitration.

20. *Integration, Amendment, and Waiver.*

This Agreement and such other written agreements referenced in this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it except as expressly provided herein, and supersedes all prior agreements, representations, assurances, and understandings of the parties. No amendment of, addition to, or modification of this Agreement shall be binding unless executed in writing by all the parties. Any term or provision of this Agreement may be waived in a signed writing at any time by the party which is entitled to the benefit thereof, provided, however, that any waiver shall apply only to the specific event or omission waived and shall not constitute a continuing waiver. Any term or provision of this Agreement may be amended or supplemented at any time by a written instrument executed by all the parties hereto.

21. *Captions.*

The captions and section headings of this Agreement are for convenience and reference only, and shall have no effect on the interpretation or construction of this Agreement.

22. *Applicable Law.*

The substantive laws of the State of Nevada shall govern the validity, construction, interpretation, performance, and effect of this Agreement.

23. *Arbitration.*

Any controversy or claim arising out of this Agreement, other than an action to enforce the provisions of Section 10 herein or the breach thereof, shall be settled by arbitration according to the rules of the American Arbitration Association applicable to disputes arising in Nevada and under Nevada law. Any party to the arbitration may enter judgment upon the award rendered by the arbitrator in any court having jurisdiction thereof. The arbitrator shall not be entitled to amend or alter the terms of this Agreement. Notwithstanding this Section 23, the Company shall be entitled to seek any available equitable remedy for enforcement of provisions of this Agreement.

24. *Authorization.*

The Company and the Employee, individually and severally, represent and warrant to the other party that it has the authorization, power and right to deliver, execute and fully perform the obligations under this Agreement in accordance with its terms. The Employee represents and warrants to the Company that there is no restriction or limitation, by reason of this Agreement or otherwise, upon the Employee's right or ability to enter into this Agreement and fulfill his obligations under this Agreement.

25. *Acknowledgment.*

Employee acknowledges that he has given a reasonable period of time to study this Agreement before signing it. Employee certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. Employee further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that Employee's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, Employee does not rely on any inducements, promisers, or representations by the Company or any person other than the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement on the day and year herein above written.

COMPANY:	EMPLOYEE:
By: /s/ Douglas D. Dirks	By: /s/ Martin J. Welch
Name: Douglas D. Dirks	Name: Martin J. Welch

Appendix A

Perquisites

1. Automobile Allowance in the amount of $1,200.00 per month

2. Annual Executive Physical Examination as apart of the Company’s executive wellness program

3. Life Insurance as a part of the Company’s group life insurance program in an amount equal to 3 times the Employee’s Base Salary

EMPLOYMENT AGREEMENT

Employers Insurance Company of Nevada, (the "Company") and William (Ric) Yocke (the "Employee") enter this Employment Agreement (this "Agreement") on this 1st day of January, 2006.

RECITALS

A. Employee has knowledge and experience applicable to the position of Executive Vice President and Chief Financial Officer.

B. The Company is a Nevada domiciled insurance company.

C. The Company desires to employ Employee to perform certain services for the Company, and Employee desires to be so employed by the Company.

In consideration of the premises and mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

TERM

1. *Employment.*

The Company agrees to employ Employee and Employee accepts such employment upon the terms and conditions specified herein. Employee agrees to devote substantially all of his time and effort during working hours in the performance of the duties called for herein and agrees that any other non-employment related duties (i.e., industry related groups, service on boards, etc.) will not be allowed to materially interfere with the performance of the duties called for herein.

2. *Term.*

The term of this Agreement shall commence on the date hereof, and continue for three (3) years, until December 31, 2008 (the "Expiration Date") unless sooner terminated in accordance with this Agreement. The Company agrees to notify the Employee of its intent whether or not to offer another contract of employment to the Employee not later than six (6) months prior to the expiration of this Agreement. If the Company informs the Employee that the employment will be terminated at the end of the term of this Agreement, Employee shall be entitled to reasonable paid administrative leave to secure other employment through the end of the Agreement. If the Company informs the Employee that a new contract will be offered after the expiration of this Agreement, the parties hereto shall consummate the terms and conditions of the new contract not less than thirty (30) days before the expiration of this Agreement. If the parties cannot agree on the terms and conditions of the new contract more than thirty (30) days before the expiration of this Agreement, and the Company decides, at that time, that further negotiations are not appropriate, the Company shall pay Employee severance, in accordance with Paragraph 6(a)(l) herein, upon the termination of the Agreement.

3. *Services and Duties.*

Employee shall serve as Executive Vice President and Chief Financial Officer and shall perform such duties as may be assigned by the Chief Executive Officer from time to time. At the request of the Board of Directors of the Company, Employee shall also serve as a director of the Company and/or one or more of the Company's parent, subsidiaries or affiliates at no additional compensation. Employee agrees that upon the termination of his employment with the Company, he shall resign from any and all Boards effective on the date of the termination of employment.

4. *Insurance.*

The Employee agrees to submit to a physical examination at a reasonable time as requested by the Company for the purpose of the Company's obtaining life insurance on the life of the Employee for the benefit of the Company; provided, however, that the Company shall bear the costs for such examinations and shall pay all premiums on any life insurance obtained as a result of such examinations. Employee further agrees to submit to drug testing in accordance with the Company policy.

5. *Termination.*

(a) The Company, at any time, may terminate this Agreement immediately for Cause. Cause is defined as:

(i) A material breach of this Agreement by Employee;

(ii) Failure or inability of Employee to obtain or maintain any required licenses or certificates;

(iii) Willful violation by Employee of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Company, adversely affect the ability of Employee to perform his duties hereunder or may subject the Company to liability;

(iv) Election by the Company to discontinue the Company's business; or,

(v) Conviction of any felony or crime including moral turpitude.

(b) The Employee may terminate this Agreement immediately in the event of:

(i) A material breach of this Agreement by the Company; or

(ii) Willful violation by Employer of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Employee, adversely affect the ability of Employee to perform his duties hereunder or may subject the Employee to liability

(c) The Company may also terminate this Agreement upon the occurrence of one or more of the following events, subject to applicable law:

(i) Death of Employee;

(ii) Employee is deemed to be disabled in accordance with the policies of the Company and the law or if Employee is unable to perform the essential job functions of Employee's position with the Company, with or without reasonable accommodation, for a period of more than 100 business days in any 120 consecutive business day period. Employee is entitled to any and all short term or long term disability programs, like any other employee, in accordance with the policies of the Company, whether or not this Agreement is terminated;

(iii) Any event, occurrence, or factual situation that, in the sole and absolute discretion of the Company, shall make the continued employment of Employee ineffective, inadvisable, or unnecessary.

6. *Duties Upon Termination*

(a) If the Company terminates this Agreement for any reason before the Expiration Date, other than specified above in subsection 5(a) for Cause, 5(c)(l), for the death of the employee, or 5(c)(2) for disability, or if the Employee terminates this Agreement for Cause which has not been cured by the Company within thirty (30) days of receipt of written notice of the alleged breach pursuant to Paragraph 5(b), the Employee shall receive the following severance pay (the "Severance Pay"):

(i) An amount equal to Base Salary through expiration of the term of this Agreement or one months Base Salary (as defined below) for each completed year of service with the Company, whichever is greater but in no event less than twelve (12) months, within thirty (30) days of the effective date of the termination. The payment amount shall be subject to normal payroll deductions at Employee's then elected rate. Employee agrees to pay any federal or state taxes, which are required to be paid by Employee beyond the amount of any withholding by the Company;

(ii) Short term bonus amounts from the Executive Bonus Plan, pro-rated for the period of the calendar year in which the Employee last performed services for the Company, in accordance with the Bonus Plan in effect on the date of the termination;

(iii) Long term bonus amounts from the Executive Bonus Plan, if applicable, either in a lump sum payment made within thirty (30) days of the effective date of the termination or, in accordance with the payment schedule in the Bonus Plan in effect on the date of the termination, such election to be made at the option of the Company; and,

(iv) Continuation of the insurance coverage in effect on the date of the termination, for a period of 18 (eighteen) months with the Company paying the employer portion of the premium and the Employee paying the employee portion, including dependents if applicable, of the premium during the eighteen (18) month period, provided Employee elects to continue such insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Employee is solely responsible for taking the actions necessary to exercise his rights under COBRA for the insurance coverage Employee has in effect, including dependents if applicable, on the date of termination.

(b) The parties agree, in the event of a breach of this Agreement by the Company that is not cured in accordance with this Agreement, that actual damages are speculative and that the amount of the Severance Pay set forth herein is liquidated damages and is a reasonable estimate of what damages would be for a breach of this Agreement.

(c) Employee agrees and acknowledges that the following must be satisfied by the Employee before he is entitled to the Severance Pay called for herein:

(i) That Employee return any and all Company equipment, software, data or Company property or information, including documents and records or copies thereof relating in any way to any proprietary information of the Company, its

parent, subsidiaries or affiliates whether prepared by the Employee or any other person or entity. That Employee further agrees that he shall not retain any proprietary information of the Company, its parent, subsidiaries or affiliates after the termination of his employment;

(ii) That Employee execute a Global Release of Liability, in a form substantially similar to the sample attached hereto, which releases liability for any and all claims, whether based in law or equity, arising from or associated with Employee's employment or with this Agreement. That Employee further acknowledges and agrees that he has not made and will not make any assignment of any claim, cause or right of action, or any right of any kind whatsoever, arising from or associated with the employment of Employee by the Company; and,

(iii) That Employee reaffirm the covenants contained herein, in writing, including but not limited to the following: non-disclosure, non-competition and non-solicitation covenants.

(d) The Employee may terminate this Agreement for reasons other than those identified in Paragraph 5(b) upon not less than 60 days prior written notice. If the Employee terminates this Agreement pursuant to this paragraph, he shall only be entitled to the following:

(i) Any unpaid salary through the effective date of Employee's resignation from the Company; and

(ii) Any accrued and unused vacation pay.

7. *Compensation, and Benefits.*

(a) During the term of this Agreement, the Company shall pay to Employee an annual salary of not less than $260,000 ("Base Salary"), which amount shall be paid according to the Company's regular payroll practices. The Company agrees to review the Base Salary on an annual basis and adjust the salary to comply with the executive compensation policy in effect at the time of the review. Any increase made to the annual salary will establish the new Base Salary for the Employee. All payments made pursuant to this Agreement shall be reduced by and subject to withholding for all federal, state, and local taxes and any withholding required by applicable laws and regulations.

(b) The Company may provide an annual incentive (the "Annual Incentive") to the Employee during the Term of Employment based on the Employee's and the Company's performance, as determined by the Board (or a committee thereof) in its sole discretion. If such a plan is provided, the Company shall set a target incentive of not less than sixty percent (60%) of annual salary. Such annual incentive shall be paid in accordance with the Company's regular practice for its senior officers, as in effect from time to time. To the extent not duplicative of the specific benefits provided herein, the Employee shall be eligible to participate in all incentive compensation, retirement, supplemental retirement, and deferred compensation plans, policies and arrangements that are provided generally to other senior officers of the Company at a level (in terms of the amount and types of benefits and incentive compensation that the Employee has the opportunity to receive and the terms thereof) determined in the sole discretion of the Board.

(c) Employee agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is good, valuable and separate consideration for the non-competition, assignment and release of liability provisions

contained herein. Employee acknowledges that he is aware of the effect of the non-competition, assignment and release of liability provisions contained herein and agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(l) is sufficient consideration for his agreement to these provisions.

(d) In addition to the compensation called for in this Agreement, Employee shall be entitled to any and all benefits and perquisites generally provided from time to time to other similarly situated officers as well as the benefits and prerequisites attached hereto as Exhibit "A" and incorporated herein by this reference.

8. *Licensing.*

Employee has obtained and possesses, or will obtain and possess, and will maintain throughout the Term hereof, all licenses, approvals, permits, and authorization (the "Licenses") necessary to perform Employee's duties hereunder, (if any). Any costs, attorneys fees, investigations fees or other expenses incurred in connection with obtaining or maintaining such Licenses shall be borne by the Company. Employee warrants that Employee is fully eligible, under all standards and requirements, to obtain, possess, and maintain such Licenses and that Employee will commit no acts during the Term hereof that would jeopardize or eliminate Employee's ability to possess or maintain such Licenses.

9. *Rules and Regulations.*

Employee shall observe, enforce, and comply with the policies, philosophies, strategies, rules, and regulations of the Company, as they may be promulgated and/or modified from time to time, and shall carry out and perform the orders, directions, and policies of the Company, as they may be stated and/or amended from time to time, either orally or in writing. A violation of this Section 8 by Employee is a material breach of this Agreement.

10. *Restrictive Covenants.*

In consideration of the amount payable under Paragraph 6(a)(l), the other compensation paid hereunder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following provisions of this Section 10:

(a) Non-Competition. Employee understands and agrees that the Company does business throughout the State of Nevada and other states. Employee further understands and agrees that he is a high ranking officer of the Company and will have access to confidential and trade secret information of the Company and to its goodwill that will allow Employee to unfairly compete with the Company justifying this restriction. For a period of one (1) year following the termination of Employee's employment hereunder for any reason, including expiration of the Term of this Agreement, Employee agrees that, without the written permission of the Company, he will not engage (whether as owner, partner, controlling stockholder, controlling investor, employee, adviser, consultant, or otherwise) in any business that is in direct competition with the Business, as of the Applicable Date (as defined below), in Nevada and any other state in which the Company is conducting its Business (the "Non-Compete Area") as of the effective date of

the termination. “Applicable Date” is the date of termination or the date the Employee executes the Global Mutual Release of Liability in accordance with this Agreement, whichever is later.

(b) Non-Solicitation. Without limiting the generality of the foregoing, Employee agrees that for a period of one (1) year following the Applicable Date, he will not, without the prior written consent of the Company, directly or indirectly solicit or attempt to solicit, within the Non-Compete Area, any business from any person or entity that the Company called upon, solicited, or conducted business with as of the effective date of the termination, any persons or entities that have been customers of the Company or recruit or hire any person who has been or is an employee of the Company, its parent, subsidiaries or affiliates during the preceding one-year period from the date of termination of this Agreement. In addition, Employee agrees that he shall not directly or indirectly solicit or encourage any employee of Company to go to work for or with Employee for a period of one-year following the date of termination of this Agreement. In the event of the violation of this Section 10, the Company will be entitled to, in addition to any other remedies provided by law or equity, obtain injunctive relief and the specific performance of this covenant. Should Employee violate this Section 10, the period of time for this Paragraph will automatically be extended for the period of time from which Employee began such violation until he permanently ceases such violation. The Employee acknowledges that this Section 10 is necessary to protect the interests of the Company, and that the restrictions contained herein are reasonable in light of the consideration and other value the Employee has accepted pursuant to this Agreement. If any provision of this covenant is invalid in whole or in part, it will be limited, whether as to time, area covered, or otherwise as and to the extent required for its validity under the applicable law and as so limited, will be enforceable.

(c) Confidential Information. Employee acknowledges that he has had or will have access to the Company’s confidential information and that of its parent, subsidiaries and affiliates (including, but not limited to, records regarding sales, price and cost information, marketing plans, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Company’s Business), proprietary, or trade secret information (the “Confidential Information”), and agrees never to use the Confidential Information other than for the sole benefit of the Company and further agrees to never disclose such Confidential Information (except as may be required by regulatory authorities or as may be required by law) to any entity or person that is not an officer or employee (unless at such time such Confidential Information is subject to a policy of the Company restricting disclosure to non-officers) of the Company at the time of such disclosure, without the prior written consent of the Company. Employee further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Company, its parent, subsidiaries or affiliates and the restriction against the disclosure of Confidential Information is reasonable in light of the consideration and other value the Employee has received or will receive pursuant to this Agreement.

(d) Employee agrees to cooperate with the Company in any litigation, administrative proceeding, investigation or audit involving any matters with which Employee has knowledge of from his employment with the Company. The Company shall reimburse Employee for reasonable expenses, including reasonable compensation for services

rendered at his hourly rate of compensation on the date of termination of the Agreement, incurred in providing such assistance and approved by the Company.

(e) In the event of a violation of this Section 10, the Company shall be entitled to any form of relief at law or equity, and the parties agree and acknowledge that injunctive relief is an appropriate, but not exclusive, remedy to enforce the provisions hereof. The existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense of the Company's enforcement of the covenants set forth in this Section 10. The Employee hereby submits to the jurisdiction of the courts of the State of Nevada and federal courts therein for the purposes of any actions or proceedings instituted by the Company to enforce its rights under this Agreement, to seek money damages or seek injunctive relief. Employee further acknowledges and agrees that the obligations contained in Section 10 of this Agreement are fair, do not unreasonably restrict Employee's further employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement. The covenants contained in Section 10 shall each be construed as an Agreement independent of any other provisions of this Agreement. Both parties intend to make the covenants of Section 10 binding only to the extent that it may be lawfully done under existing applicable laws. If a court of competent jurisdiction decides any part of any covenant is overly broad, thereby making the covenant unenforceable, the parties agree that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

(f) Employee acknowledges that it is possible that the corporate structure of the Company could change during the term of this Agreement. Employee hereby acknowledges and affirms that the Company may assign its rights under this Agreement to a third-party without the approval of or additional consideration to Employee. Employee acknowledges and agrees that the consideration called for herein is good and sufficient consideration for the Company's right to assign its rights under this Agreement.

(g) Sections 10(a) through (f), inclusive, of this Agreement shall survive either termination of the employment relationship or termination of this Agreement for the full period set forth in Sections 10(a) through (e), inclusive.

11. *Employee Benefits.*

Employee shall be entitled to receive employee benefits and other employment-related perquisites as shall be established or revised by the Company from time to time for similarly situated employees. Employee shall receive full medical coverage, dependent medical coverage, life insurance, and such other employee benefits on the same terms as officers at the same level within the Company.

12. *Work for Hire.*

Employee agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Employee does on behalf of the Company, its parent, subsidiaries or affiliates is a "work for hire" (hereinafter referred to as "Work") and will be the sole property of the Company. The Employee agrees to sign any documents, during or after employment, which the Company deems necessary to confirm

its ownership of the Work, and Employee agrees to cooperate with the Company to allow the Company to take advantage of it ownership of such Work.

13. *Assignment of Agreement.*

Employee agrees that his services are unique and personal and that, accordingly, Employee may not assign his rights or delegate his duties or obligations under this Agreement. The Company may assign its rights, duties, and obligations under this Agreement to any successor to its business. This Agreement shall inure to the benefit of and be binding upon the Company's successors and assigns.

14. *Indemnification of Employee.*

The Company shall indemnify the Employee and hold him harmless for acts or decisions made by him in good faith while performing services for the Company, its parent, subsidiaries and affiliates to the full extent allowed by law. The Company shall also use its reasonable efforts to obtain coverage for him under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering the officers and directors of the Company against lawsuits, subject to the business judgment of the Board. The Company shall pay all expenses, including attorneys' fees of an attorney selected and retained by the Company to represent the Employee, actually and necessarily incurred by the Employee in connection with the defense of such act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

15. *Notices.*

Any notice, document, or other communication (hereinafter "Notice") which either party may be required or may desire to give to the other party shall be in writing, and any such notice may be given or delivered personally or by mail. Any such notices given or delivered personally shall be given or delivered by hand to an officer of the entity to which they are being given or delivered or the individual, as the case may be, and shall be deemed given or delivered when so given or delivered by hand. Any such notices given or delivered by mail shall be deemed given or delivered three (3) days after it is deposited in the U.S. mail, certified or registered mail, return receipt requested, with all postage and fee prepaid, address to the person or entity in question as follows:

If to the Employee:

William (Ric) Yocke

Reno, Nevada 89511

If to the Company:

Douglas D. Dirks
9790 Gateway Drive, Suite 200
Reno, Nevada 89521

or, in either case, to such other address as either party may have previously notified the other pursuant to the provisions of this Section 15.

16. *Severability.*

In the event that any provision hereof shall be declared by a court of competent jurisdiction to be void or voidable as contrary to law or public policy, such declaration shall not affect the continuing validity or enforceability of any other provisions hereof insofar as it may be reasonable and practicable to continue to enforce such other provision in the absence of the provision which shall have been declared to be void and voidable.

17. *Remedy for Breach.*

Both parties recognize that the services to be performed by the Employee are special and unique. The Company will have the right to seek and obtain damages and any available equitable remedies for Employee's breach of this Agreement. The Employee's remedy for any breach of this Agreement is strictly limited to the Severance Pay called for herein.

18. *Mitigation of Damages.*

Employee shall not be required to mitigate damages or the amount of any payment provided under this Agreement by other employment or otherwise after the termination of employment hereunder, and any amounts earned by Employee, whether from self-employment or other employment shall not reduce the amount of any Severance Pay called for herein.

19. *Attorneys' Fees and Costs.*

In any claim or dispute between the parties arising out of or associated with this Agreement or the breach hereof, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs thereof or associated therewith. The term "prevailing party" means the party obtaining substantially the relief sought via litigation or through an action in arbitration.

20. *Integration, Amendment, and Waiver.*

This Agreement and such other written agreements referenced in this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it except as expressly provided herein, and supersedes all prior agreements, representations, assurances, and understandings of the parties. No amendment of, addition to, or modification of this Agreement shall be binding unless executed in writing by all the parties. Any term or provision of this Agreement may be waived in a signed writing at any time by the party which is entitled to the benefit thereof, provided, however, that any waiver shall apply only to the specific event or omission waived and shall not constitute a continuing waiver. Any term or provision of this Agreement may be amended or supplemented at any time by a written instrument executed by all the parties hereto.

21. *Captions.*

The captions and section headings of this Agreement are for convenience and reference only, and shall have no effect on the interpretation or construction of this Agreement.

22. *Applicable Law.*

The substantive laws of the State of Nevada shall govern the validity, construction, interpretation, performance, and effect of this Agreement.

23. *Arbitration.*

Any controversy or claim arising out of this Agreement, other than an action to enforce the provisions of Section 10 herein or the breach thereof, shall be settled by arbitration according to the rules of the American Arbitration Association applicable to disputes arising in Nevada and under Nevada law. Any party to the arbitration may enter judgment upon the award rendered by the arbitrator in any court having jurisdiction thereof. The arbitrator shall not be entitled to amend or alter the terms of this Agreement. Notwithstanding this Section 23, the Company shall be entitled to seek any available equitable remedy for enforcement of provisions of this Agreement.

24. *Authorization.*

The Company and the Employee, individually and severally, represent and warrant to the other party that it has the authorization, power and right to deliver, execute and fully perform the obligations under this Agreement in accordance with its terms. The Employee represents and warrants to the Company that there is no restriction or limitation, by reason of this Agreement or otherwise, upon the Employee's right or ability to enter into this Agreement and fulfill his obligations under this Agreement.

25. *Acknowledgment.*

Employee acknowledges that he has given a reasonable period of time to study this Agreement before signing it. Employee certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. Employee further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that Employee's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, Employee does not rely on any inducements, promisers, or representations by the Company or any person other than the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement on the day and year herein above written.

COMPANY:	EMPLOYEE:
By: /s/ Douglas D. Dirks	By: /s/ William E. Yocke
Name: Douglas D. Dirks	Name: William (Ric) Yocke

Appendix A

Perquisites

1. Automobile Allowance in the amount of $1,200.00 per month

2. Annual Executive Physical Examination as a part of the Company’s executive wellness program

3. Life Insurance as a part of the Company’s group life insurance program in an amount equal to 3 times the Employee’s Base Salary

EMPLOYMENT AGREEMENT

Employers Insurance Company of Nevada, a Nevada corporation, (the "Company") and Douglas D. Dirks (the "Executive") enter this Employment Agreement (this "Agreement") as of this 1st day of February, 2006 (the "Commencement Date").

RECITALS

A. Executive has knowledge and experience applicable to the position of Chief Executive Officer.

B. The Company is an insurance company, owning workers compensation insurance and service companies (the "Business").

C. The Company desires to employ Executive to perform certain services for the Company, and Executive desires to be so employed by the Company.

D. This Agreement is the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements concerning the same subject.

In consideration of the premises and mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

TERM

1. **Employment.** The Company agrees to employ Executive, and Executive accepts such employment upon the terms and conditions specified herein. Executive agrees to devote substantially all of his time and effort during working hours to the business and affairs of the Company and its affiliates in the performance of the duties called for herein and agrees that any other non-employment related duties (i.e., industry related groups, service on boards, etc.) will not be allowed to materially interfere with the performance of the duties called for herein.

2. **Term.** The term of this Agreement shall commence on the Commencement Date, and continue for an initial term of three (3) years, until January 31, 2009, subject to two (2) automatic one-year extensions, the first beginning on the first anniversary of the Commencement Date of this Agreement and the second beginning on the second anniversary date unless either party provides written notice of intent to reject the extension at least ninety (90) days prior to such anniversary date, and further subject to earlier termination in accordance with this Agreement. Provided there has been no such termination, the Agreement will expire (the "Expiration Date") on the later of January 31, 2009 or three (3) years after the anniversary date following any extension, but in no event later than January 31, 2011.

3. **Services and Duties.** Executive shall serve as Chief Executive Officer and shall perform such duties as may be assigned by the Board of Directors (the "Board") from time to time. The Executive shall report solely to the Board of Directors. At the request of the Board, Executive shall also serve as a director of the Company and/or one or more of the Company's parent, subsidiaries or affiliates at no additional compensation. Executive agrees that upon the termination of his employment with the Company, he shall resign from any and all Boards effective on the date of the termination of employment.

4. **Insurance.** The Executive agrees to submit to a physical examination at a reasonable time as requested by the Company for the purpose of the Company's obtaining life insurance on the life of the Executive for the benefit of the Company; provided, however, that

the Company shall bear the costs for such examinations and shall pay all premiums on any life insurance obtained as a result of such examinations. Executive further agrees to submit to drug testing in accordance with the Company policy.

5. **Termination.**

(a) The Company, at any time, may terminate this Agreement immediately for Cause. Cause is defined as:

(i) A material breach of this Agreement by Executive;

(ii) Failure or inability of Executive to obtain or maintain any required licenses or certificates;

(iii) Willful violation by Executive of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Company, adversely affect the ability of Executive to perform his duties hereunder or may subject the Company to liability;

(iv) Election by the Company to discontinue the Company's business; or,

(v) Conviction of any felony or crime including moral turpitude.

(b) The Executive may terminate this Agreement immediately in the event of:

(i) A material breach of this Agreement by the Company; or

(ii) Willful violation by Employer of any law, rule or regulation, including without limitation, any material insurance law or regulation, which violation may, as determined by the Executive, adversely affect the ability of Executive to perform his duties hereunder or may subject the Executive to liability.

(c) The Company may also terminate this Agreement upon the occurrence of one or more of the following events, subject to applicable law:

(i) Death of Executive;

(ii) Executive is deemed to be disabled in accordance with the policies of the Company and the law or if Executive is unable to perform the essential job functions of Executive's position with the Company, with or without reasonable accommodation, for a period of more than 100 business days in any 120 consecutive business day period. Executive is entitled to any and all short term or long term disability programs, like any other employee, in accordance with the policies of the Company, whether or not this Agreement is terminated;

(iii) Any event, occurrence, or factual situation that, in the sole and absolute discretion of the Company, shall make the continued employment of Executive ineffective, inadvisable, or unnecessary.

6. **Duties Upon Termination.**

(a) If the Company terminates this Agreement for any reason before the Expiration Date as extended by any automatic extensions provided for under Section 2 of this Agreement other than specified above in subsection 5(a) for Cause, 5(c)(i), for the death of the Executive, or 5(C)(ii) for disability, or if the Executive terminates this Agreement for Cause which has not been cured by the Company within thirty (30) days of receipt of written notice of the alleged breach pursuant to Paragraph 5(b), the Executive shall receive the following severance pay (the "Severance Pay"):

(i) An amount equal to the greater of his current Base Salary for the remainder of the contract term or the sum of two (2) years of his current Base Salary payable within thirty (30) days of the effective date of the termination;

(ii) Amounts due under the Annual Incentive and any other amounts due under bonus plans of which the Executive has been a participant, pro-rated for the period of the calendar year in which the Executive last performed services for the Company, in accordance with such bonus plans in effect on the date of the termination and payable either in a lump sum within thirty (30) days of the effective date of the termination or in accordance with the payment schedule of such plans in effect on the date of the termination, such election to be made at the option of the Company;

(iii) The payment amounts set forth hereunder shall be subject to normal payroll deductions at Executive's then-elected rate, Executive agrees to pay any federal or state taxes, which are required to be paid by Executive beyond the amount of any withholding by the Company; and

(iv) Continuation of the insurance coverage in effect on the date of the termination, for a period of 18 (eighteen) months with the Company paying the employer portion of the premium and the Executive paying the employee portion, including dependents if applicable, of the premium during the eighteen (18) month period, provided Executive elects to continue such insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Executive is solely responsible for taking the actions necessary to exercise his rights under COBRA for the insurance coverage Executive has in effect, including dependents if applicable, on the date of termination.

(b) The parties agree, in the event of a breach of this Agreement by the Company that is not cured in accordance with this Agreement, that actual damages are speculative and that the amount of the Severance Pay set forth herein is liquidated damages and is a reasonable estimate of what damages would be for a breach of this Agreement.

(c) Executive agrees and acknowledges that the following must be satisfied by the Executive before he is entitled to the Severance Pay called for herein:

(i) That Executive return any and all Company equipment, software, data or Company property or information, including documents and records or copies thereof relating in any way to any proprietary information of the Company, its parent, subsidiaries or affiliates whether prepared by the Executive or any other person or entity. That Executive further agrees that he shall not retain any proprietary information of the Company, its parent, subsidiaries or affiliates after the termination of his employment;

(ii) That Executive execute a Global Release of Liability, in a form substantially similar to the sample attached hereto, which releases liability for any and all claims, whether based in law or equity, arising from or associated with Executive's employment or with this Agreement. That Executive further acknowledges and agrees that he has not made and will not make any assignment of any claim, cause or right of action, or any right of any kind whatsoever, arising from or associated with the employment of Executive by the Company; and,

(iii) That Executive reaffirm the covenants contained herein, in writing, including but not limited to the following: non-disclosure, non-competition and non-solicitation covenants.

(d) The Executive may terminate this Agreement for reasons other than those identified in Paragraph 5(b) upon not less than 60 days prior written notice. If the Executive terminates this Agreement pursuant to this paragraph, he shall only be entitled to the following:

(i) Any unpaid salary through the effective date of Executive's resignation from the Company; and

(ii) Any accrued and unused vacation pay.

7. **Compensation, and Benefits.**

(a) During the term of this Agreement, the Company shall pay to Executive an annual salary of not less than $550,000 ("Base Salary"), which amount shall be paid according to the Company's regular payroll practices. The Company agrees to review the Base Salary on an annual basis and adjust the salary to comply with the executive compensation policy in effect at the time of the review. Any increase made to the annual salary will establish the new Base Salary for the Executive. All payments made pursuant to this Agreement shall be reduced by and subject to withholding for all federal, state, and local taxes and any withholding required by applicable laws and regulations. The Company agrees that if its ultimate parent converts to a stock company, it will establish and Executive shall participate in such additional compensation plans, subject to regulatory approval, as are reasonable and customary to similarly situated executives in the property and casualty insurance industry.

(b) The Company will provide an annual incentive (the "Annual Incentive") to the Executive during the term of employment based on the Executive's and the Company's performance, as determined by the Board (or a committee thereof) in its sole discretion. Such plan shall set a combined Annual and Long Term target incentive of not less than one hundred seventy-five percent (175%) of Base Salary. Such Annual Incentive shall be paid in accordance with the Company's regular practice for its senior officers, as in effect from time to time. The Board of Directors (or a committee thereof) shall determine the apportionment of the Annual Incentive between Annual and Long Term and cash and non-cash components, if applicable, but in no event shall the cash portion of the Annual Incentive target be less than 25% of Base Salary. To the extent not duplicative of the specific benefits provided herein, the Executive shall be eligible to participate in all incentive compensation, retirement, supplemental retirement, and deferred compensation plans, policies and arrangements that are provided generally to other senior officers of the Company at a level (in terms of the amount and types of benefits and incentive compensation that the Executive has the opportunity to receive and the terms thereof) determined in the sole discretion of the Board;

(c) Executive agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(1) is good, valuable and separate consideration for the non-competition, assignment and release of liability provisions contained herein. Executive acknowledges that he is aware of the effect of the non-competition, assignment and release of liability provisions contained herein and agrees that the amounts payable under this Agreement including but not limited to the amount payable under Paragraph 6(a)(1) is sufficient consideration for his agreement to these provisions.

(d) In addition to the compensation called for in this Agreement, Executive shall be entitled to any and all benefits and perquisites generally provided from time to time to other similarly situated officers as well as the benefits and prerequisites attached hereto as Exhibit "A" and incorporated herein by this reference.

8. **Licensing.** Executive has obtained and possesses, or will obtain and possess, and will maintain throughout the Term hereof, all licenses, approvals, permits, and authorization (the "Licenses") necessary to perform Executive's duties hereunder, (if any). Any costs, attorneys fees, investigations fees or other expenses incurred in connection with obtaining or maintaining such Licenses shall be borne by the Company. Executive warrants that Executive is fully eligible, under all standards and requirements, to obtain, possess, and maintain such Licenses and that Executive will commit no acts during the Term hereof that would jeopardize or eliminate Executive's ability to possess or maintain such Licenses.

9. **Rules and Regulations.** Executive shall observe, enforce, and comply with the policies, philosophies, strategies, rules, and regulations of the Company, as they may be promulgated and/or modified from time to time, and shall carry out and perform the orders, directions, and policies of the Company, as they may be stated and/or amended from time to time, either orally or in writing. A violation of this Section 8 by Executive is a material breach of this Agreement.

10. **Restrictive Covenants.** In consideration of the amount payable under Paragraph 6(a)(i), the other compensation paid hereunder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following provisions of this Section 10:

(a) Non-Competition. Executive understands and agrees that the Company does business throughout the State of Nevada and other states. Executive further understands and agrees that he is a high ranking officer of the Company and will have access to confidential and trade secret information of the Company and to its goodwill that will allow Executive to unfairly compete with the Company justifying this restriction. For a period of one (1) year following the termination of Executive's employment hereunder for any reason, Executive agrees that, without the written permission of the Company, he will not engage (whether as owner, partner, controlling stockholder, controlling investor, Executive, adviser, consultant, or otherwise) in any business that is in direct competition with the Business, as of the Applicable Date (as defined below), in Nevada and any other state in which the Company is conducting its Business (the "Non-Compete Area") as of the effective date of the termination. "Applicable Date" is the effective date of termination or the date the Executive executes the Global Mutual Release of Liability in accordance with this Agreement, whichever is later.

(b) Non-Solicitation. Without limiting the generality of the foregoing, Executive agrees that for a period of one (1) year following the Applicable Date, he will not, without the prior written consent of the Company, directly or indirectly solicit or attempt to solicit, within the Non-Compete Area, any business from any person or entity that the Company called upon, solicited, or conducted business with as of the effective date of the termination, any persons or entities that have been customers of the Company or recruit or hire any person who has been or is an employee of the Company, its parent, subsidiaries or affiliates during the preceding one-year period from the date of termination of this Agreement. In addition, Executive agrees that he shall not directly or indirectly solicit or encourage any employee of Company to go to work for or with Executive for a period of one-year following the date of termination of this Agreement. In the event of the violation of this Section 10, the Company will be entitled to, in addition to any other remedies provided by law or equity, obtain injunctive relief and the specific performance of this covenant. Should Executive violate this Section 10, the period of time for this Paragraph will automatically be extended for the period of time from which Executive began such violation until he permanently ceases such violation. The Executive acknowledges that this Section 10 is necessary to protect the interests of the Company, and that the restrictions contained herein are reasonable in light of the consideration and other value the Executive has accepted pursuant to this Agreement, if any provision of this covenant is invalid in whole or in part, it will be limited, whether as to time, area covered, or otherwise as and to the extent required for its validity under the applicable law and as so limited, will be enforceable.

(c) Confidential Information. Executive acknowledges that he has had or will have access to the Company's confidential information and that of its parent, subsidiaries and

affiliates (including, but not limited to, records regarding sales, price and cost information, marketing plans, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Company's Business), proprietary, or trade secret information (the "Confidential Information"), and agrees never to use the Confidential Information other than for the sole benefit of the Company and further agrees to never disclose such Confidential Information (except as may be required by regulatory authorities or as may be required by law) to any entity or person that is not an officer or employee (unless at such time such Confidential information is subject to a policy of the Company restricting disclosure to non-officers) of the Company at the time of such disclosure, without the prior written consent of the Company. Executive further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Company, its parent, subsidiaries or affiliates and the restriction against the disclosure of Confidential Information is reasonable in light of the consideration and other value the Executive has received or will receive pursuant to this Agreement.

(d) Executive agrees to cooperate with the Company in any litigation, administrative proceeding, investigation or audit involving any matters with which Executive has knowledge of from his employment with the Company. The Company shall reimburse Executive for reasonable expenses, including reasonable compensation for services rendered at his hourly rate of compensation on the date of termination of the Agreement, incurred in providing such assistance and approved by the Company.

(e) In the event of a violation of this Section 10, the Company shall be entitled to any form of relief at law or equity, and the parties agree and acknowledge that injunctive relief is an appropriate, but not exclusive, remedy to enforce the provisions hereof. The existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense of the Company's enforcement of the covenants set forth in this Section 10. The Executive hereby submits to the jurisdiction of the courts of the State of Nevada and federal courts therein for the purposes of any actions or proceedings instituted by the Company to enforce its rights under this Agreement, to seek money damages or seek injunctive relief. Executive further acknowledges and agrees that the obligations contained in Section 10 of this Agreement are fair, do not unreasonably restrict Executive's further employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement. The covenants contained in Section 10 shall each be construed as an Agreement independent of any other provisions of this Agreement. Both parties intend to make the covenants of Section 10 binding only to the extent that it may be lawfully done under existing applicable laws. If a court of competent jurisdiction decides any part of any covenant is overly broad, thereby making the covenant unenforceable, the parties agree that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

(f) Executive acknowledges that it is possible that the corporate structure of the Company could change during the term of this Agreement. Executive hereby acknowledges and affirms that the Company may assign its rights under this Agreement to a third-party without the approval of or additional consideration to Executive. Executive acknowledges and agrees that the consideration called for herein is good and sufficient consideration for the Company's right to assign its rights under this Agreement.

(g) Sections 10(a) through (f), inclusive, of this Agreement shall survive either termination of the employment relationship or termination of this Agreement for the full period set forth in Sections 10(a) through (e), inclusive.

11. **Employee Benefits.** Executive shall be entitled to receive employee benefits and other employment-related perquisites as shall be established or revised by the Company from time to time for similarly situated employees. Executive shall receive full medical coverage, dependent medical coverage, life insurance, and such other employee benefits on the same terms as officers at the same level within the Company.

12. **Work for Hire.** Executive agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Executive does on behalf of the Company, its parent, subsidiaries or affiliates is a "work for hire" (hereinafter referred to as "Work") and will be the sole property of the Company. The Executive agrees to sign any documents, during or after employment, which the Company deems necessary to confirm its ownership of the Work, and Executive agrees to cooperate with the Company to allow the Company to take advantage of it ownership of such Work.

13. **Assignment of Agreement.** Executive agrees that his services are unique and personal and that, accordingly, Executive may not assign his rights or delegate his duties or obligations under this Agreement. The Company may assign its rights, duties, and obligations under this Agreement to any successor to its business. This Agreement shall inure to the benefit of and be binding upon the Company's successors and assigns.

14. **Indemnification of Executive.** The Company shall indemnify the Executive and hold him harmless for acts or decisions made by him in good faith while performing services for the Company, its parent, subsidiaries and affiliates to the full extent allowed by law. The Company shall also use its reasonable efforts to obtain coverage for him under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering the officers and directors of the Company against lawsuits, subject to the business judgment of the Board. The Company shall pay all expenses, including attorneys' fees of an attorney selected and retained by the Company to represent the Executive, actually and necessarily incurred by the Executive in connection with the defense of such act, suit, or proceeding and in connection with any related appeal, including the cost of court settlements.

15. **Notices.** Any notice, document, or other communication (hereinafter "Notice") which either party may be required or may desire to give to the other party shall be in writing, and any such notice may be given or delivered personally or by mail. Any such notices given or delivered personally shall be given or delivered by hand to an officer of the entity to which they are being given or delivered or the individual, as the case may be, and shall be deemed given or delivered when so given or delivered by hand. Any such notices given or delivered by mail shall be deemed given or delivered three (3) days after it is deposited in the U.S. mail, certified or registered mail, return receipt requested, with all postage and fee prepaid, address to the person or entity in question as follows:

If to the Executive:

Douglas D. Dirks
14180 Wild Quail Court
Reno, Nevada 89511

If to the Company:

Robert Kolesar
Chairman of the Board
Employers Insurance Group
9790 Gateway Drive, Suite 200
Reno, Nevada 89521

With a copy to:

Robert Kolesar
Kolesar & Leatham
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102

or, in either case, to such other address as either party may have previously notified the other pursuant to the provisions of this Section 15.

16. **Severability.** In the event that any provision hereof shall be declared by a court of competent jurisdiction to be void or voidable as contrary to law or public policy, such declaration shall not affect the continuing validity or enforceability of any other provisions hereof insofar as it may be reasonable and practicable to continue to enforce such other provision in the absence of the provision which shall have been declared to be void and voidable;

17. **Remedy for Breach.** Both parties recognize that the services to be performed by the Executive are special and unique. The Company will have the right to seek and obtain damages and any available equitable remedies for Executive's breach of this Agreement. The Executive's remedy for any breach of this Agreement is strictly limited to the Severance Pay called for herein.

18. **Mitigation of Damages.** Executive shall not be required to mitigate damages or the amount of any payment provided under this Agreement by other employment or otherwise after the termination of employment hereunder, and any amounts earned by Executive, whether from self-employment or other employment shall not reduce the amount of any Severance Pay called for herein.

19. **Attorneys' Fees and Costs.** In any claim or dispute between the parties arising out of or associated with this Agreement or the breach hereof, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs thereof or associated therewith. The term "prevailing party" means the party obtaining substantially the relief sought via litigation or through an action in arbitration.

20. **Integration, Amendment, and Waiver.** This Agreement and such other written agreements referenced in this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it except as expressly provided herein, and supersedes all prior agreements, representations, assurances, and understandings of the parties. No amendment of, addition to, or modification of this Agreement shall be binding unless executed in writing by all the parties. Any term or provision of this Agreement may be waived in a signed writing at any time by the party which is entitled to the benefit thereof, provided, however, that any waiver shall apply only to the specific event or omission waived and shall not

constitute a continuing waiver. Any term or provision of this Agreement may be amended or supplemented at any time by a written instrument executed by all the parties hereto.

21. **Captions.** The captions and section headings of this Agreement are for convenience and reference only, and shall have no effect on the interpretation or construction of this Agreement.

22. **Applicable Law.** The substantive laws of the State of Nevada shall govern the validity, construction, interpretation, performance, and effect of this Agreement.

23. **Arbitration.** Any controversy or claim arising out of this Agreement, other than an action to enforce the provisions of Section 10 herein or the breach thereof, shall be settled by arbitration according to the rules of the American Arbitration Association applicable to disputes arising in Nevada and under Nevada law. Any party to the arbitration may enter judgment upon the award rendered by the arbitrator in any court having jurisdiction thereof. The arbitrator shall not be entitled to amend or alter the terms of this Agreement. Notwithstanding this Section 23, the Company shall be entitled to seek any available equitable remedy for enforcement of provisions of this Agreement.

24. **Authorization.** The Company and the Executive, individually and severally, represent and warrant to the other party that it has the authorization, power and right to deliver, execute and fully perform the obligations under this Agreement in accordance with its terms. The Executive represents and warrants to the Company that there is no restriction or limitation, by reason of this Agreement or otherwise, upon the Executive's right or ability to enter into this Agreement and fulfill his obligations under this Agreement.

25. **Acknowledgment.** Executive acknowledges that he has given a reasonable period of time to study this Agreement before signing it. Executive certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. Executive further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that Executive's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, Executive does not rely on any inducements, promises, or representations by the Company or any person other than the terms and conditions of this Agreement.

IN WITNESS WHEREOF, we have executed this Agreement on the day and year herein above written.

COMPANY:	EXECUTIVE:
By: /s/ Robert Kolesar	By: /s/ Douglas D. Dirks
Name: Robert Kolesar	Name: Douglas D. Dirks

Appendix A

Perquisites

1. Automobile Allowance in the amount of $1,300.00 per month
2. Annual Executive Physical Examination as a part of the Company’s executive wellness program
3. Life Insurance as a part of the Company’s group life insurance program in an amount equal to 3 times the Executive’s Base Salary as defined in this employment agreement.

EMPLOYERS INSURANCE GROUP'S INCENTIVE BONUS PLAN

TABLE OF CONTENTS

Section I – Introduction and Plan Purpose

The Incentive Bonus Plan (the "Plan") for the companies of Employers Insurance Group (the "Company") is designed to:

- Promote the achievement of the Company's strategic and financial goals;
- Reinforce and reward the officers of the Company for achieving annual goals and performance benefiting the stakeholders in the Company; and
- Attract and retain the resources necessary to successfully lead and manage the Company.

The Plan is designed to allow for a streamlined administrative process, with individual performance targets closely aligned with the strategic and financial goals of the Company.

Section II – Plan Provisions

1. Definitions

For purposes of the Plan, the following terms shall have the meanings assigned to them:

(a) "Annual Incentive Award" means remuneration paid to the Plan Participant pursuant to the terms of this Plan.

(b) "Annual Salary" means the amount paid to the Plan Participant in base salary during the Performance Period, exclusive of car allowance or other perquisites.

(c) "Company" means Employers Insurance Group, Inc. and its parent, subsidiary and affiliated companies.

(d) "Compensation Committee" means the Compensation Committee of the Board of Directors of Employers Insurance Group, Inc.

(e) "Officer(s)" means all appointed officers of the Company.

(f) "Plan" means the Incentive Bonus Plan set forth herein.

(g) "Plan Participant(s)" means an employee who serves as an Officer of the Company. Although an employee may serve in more than one officer position, an employee may only participate as a single officer.

(h) "Performance Period" means January 1 through December 31 of any given year of the Plan during which achievement of established goals shall be measured.

2. Term

The Plan shall commence January 1, 2006 and terminate at such time as the Plan is terminated by the Compensation Committee in its sole discretion.

3. Eligibility of Plan Participants

All Officers of the Company participate as Plan Participants for the full calendar months they are engaged in active employment as an Officer of the Company during a Performance Period. An Officer who becomes eligible to participate in the Plan during the Performance Period shall have his/her Annual Incentive Award calculated on an annual basis and prorated for the full calendar months of the Performance Period during which the Officer was a Plan Participant.

4. Performance Periods and Payment of Award

The first performance period begins on January 1, 2006. Subsequent performance periods will begin each January 1 thereafter, until such time as the Plan is terminated.

The Compensation Committee must approve the Annual Incentive Award before it is distributed. The Annual Incentive Award shall be paid no later than March 15 or as soon as administratively practicable thereafter following the end of the applicable Performance Period.

5. Incentive Award Opportunities

Annual Incentive Awards are based upon the achievement of the corporate performance target(s) of the Company and the Plan Participant's individual annual goals. The achievement of goals and/or objectives shall be weighted as set forth in Appendix A. The Annual Incentive Award for each Plan Participant is expressed as a percentage of the Annual Salary of the Plan Participant for the Performance Period based on performance for the measures selected. Annual corporate performance target(s) are established by the Compensation Committee and will be distributed to Plan Participants annually by the Chief Executive Officer no later than (30) days after the commencement of a new Performance Period other than the first Performance Period of the Plan. The performance target(s), achievement thereof and corresponding Annual Incentive Award shall be recommended by the Chief Executive Officer to the Compensation Committee for approval. The Compensation Committee shall determine the Annual Incentive Award of the Chief Executive Officer.

6. Performance Metrics

(a) General. The Annual Incentive Award for the Plan Participant is intended to reflect the Company's achievement of specific corporate goals and each Plan Participant's level of achievement of individual goals.

(b) Establishing the Overall Company Performance Measures. Prior to the beginning of each Performance Period, corporate performance targets will be recommended by the Chief Executive Officer and approved by the Compensation Committee. Corporate performance targets will be consistent with the Company's goals for the year and will always include at least one financial performance measure.

(c) Individual Performance Goals. Individual performance measures for each Plan Participant will be established prior to the beginning of each Performance Period. Individual performance goals should focus on individual activities that (i) contribute to achievement of the Company's

goals and objectives and those of the Plan Participant's department or division; and (ii) demonstrate that the Plan Participant is providing leadership in his/her position. The Compensation Committee will establish individual performance goals for the Chief Executive Officer in collaboration with the Chief Executive Officer. The Chief Executive Officer will establish performance goals for all other Plan Participants in collaboration with the Plan Participant and/or their direct supervisor.

(d) Annual Performance Appraisal and Modification of the Goals. A Plan Participant's achievement of his/her individual performance goals shall be evaluated by his/her supervisor in a written performance appraisal no later than March 1 of each year following the conclusion of a Performance Period

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(e) Unanticipated Corporate Events. During a Performance Period, internal organizational changes in the Company, changes in Company priorities, or external events may affect achievement of corporate performance targets selected for that Performance Period. Such corporate events include, but are not limited to, extraordinary, nonrecurring, or unusual events, acquisitions or dispositions of businesses or assets by the Company, material changes in revenue-sharing or other similar allocations between divisions or units of the Company. To address these contingencies, as soon as administratively practical following each Performance Period, the Chief Executive Officer will review the corporate performance targets in the context of these events (if any); the events' impact on the progress toward attaining the corporate performance targets; and the appropriateness of modifying any performance measure or corporate performance target in the context of these events. Proposed changes to the measures used to evaluate achievement of corporate performance targets shall be recommended by the Chief Executive Officer for approval by the Compensation Committee. The Compensation Committee shall determine whether any change in a measure being used, or a performance target related to that measure, should be made and how any adjustment shall be reflected in measurement of achievement of the corporate performance targets.

7. Award Determination

(a) The Compensation Committee, based on the Chief Executive Officer's recommendations, will approve the Annual Incentive Award for each Plan Participant for the Performance Period.

(b) The amount of any Plan Participant's Annual Incentive Award will be determined, in part, by the achievement of the established corporate performance targets and shall be factored into the Plan Participant's

Annual Incentive Award in accordance with Appendix B attached hereto. The Compensation Committee shall evaluate the achievement of the corporate performance targets with the assistance of the Chief Executive Officer of the Company and in accordance with Appendix A attached hereto.

(c)

The amount of any Annual Incentive Award for a Plan Participant for a Performance Period also will be determined, in part, during the annual appraisal by comparing actual performance, financial as well as non-financial, of the Plan Participant against the individual performance goals established annually for the Plan Participant. Assessment of a Plan Participant's performance will be made by the Chief Executive Officer, in his or her discretion, with information and recommendations from the Plan Participant's supervisor. The Chief Executive Officer may, in his sole discretion, increase an Annual Incentive Award for any Plan Participant if he determines (i) that a Plan Participant deserves recognition for extraordinary achievement during a Performance Period; or (ii) that (a) the progress to attain performance targets or goals or the appropriateness of such targets or goals for a Performance Period have been affected by one or more corporate or other events; and (b) a Plan Participant has been impacted negatively by such events.

(d) The Compensation Committee shall determine the Annual Incentive Award for the Chief Executive Officer based upon the achievement of the corporate performance target(s) and in accordance with Appendix A. However, the Compensation Committee may increase the Annual Incentive Award of the Chief Executive Officer above the levels set forth in Appendix A in its sole discretion based on sound business judgment.

8. Termination of Employment

Plan Participants on a duly authorized leave of absence will be eligible to participate only for the full calendar months during which they are or were actively at work during the Performance Period. Subject only to the exceptions outlined below, a Plan Participant is eligible for payment of the Annual Incentive Award only if that Plan Participant is employed by the Company as of December 31 of the year immediately preceding the payment.

In the event any Plan Participant ceases to be an employee of the Company before the end of a Performance Period during which such Plan Participant is participating in the Plan, the Plan Participant's Annual Incentive Award for that Performance Period will be determined based upon the type of termination event, as described below:

(a) Involuntary Termination.

(1) A Plan Participant who is terminated prior to the end of a Performance Period for unacceptable performance or misconduct (including but not limited to failure to comply with Company policy, unauthorized disclosure of Company confidential information, or insubordination), as determined by the Compensation Committee in its sole discretion, will not be entitled to receive any Annual Incentive Award for the Performance Period.

(2) A Plan Participant who is subject to an involuntary termination other than as described in paragraph 8(a)(1) above prior to the end of a Performance Period will be entitled to an Annual Incentive Award prorated for the full months of active employment with the Company during the Performance Period.

(b) Voluntary Termination. In general, a Plan Participant who voluntarily terminates employment will not be entitled to receive any Annual Incentive Award for the Performance Period in which the voluntary termination occurs. However, in the event that the termination of employment is governed by a separate agreement between the Plan Participant and the Company which provides for the Plan Participant to resign his/her employment with the Company, the terms of the separate agreement shall set forth the amount of the Annual Incentive Award to be paid to the Plan Participant. If the separate agreement does not address the Annual Incentive Award, the Plan Participant will not be entitled to receive any Annual Incentive Award.

9. Notification to Plan Participants

The Chief Executive Officer of the Company shall notify each Plan Participant of his/her eligibility in the Plan, the level of participation for which they qualify in accordance with Appendix B, and the corporate performance target(s) for the new Performance period. This notification shall be sent to the Plan Participants no later than January 31 of each Performance Period other than the first Performance Period of the Plan. Individual performance goals shall be established for each Plan Participant during the annual appraisal described in paragraph 7(c) hereinabove.

10. Administration of the Plan

The Compensation Committee shall have full discretionary power and final authority to construe, interpret, and administer the Plan. No member of the Committee shall be personally liable for damages to any Plan Participant with respect to the administration of this Plan. The determinations of the Compensation Committee shall be final and binding on all Plan Participants. The Compensation Committee may rely upon advice, counsel and assistance of the Chief Executive Officer ("CEO") or any other member of the executive management of the Company in carrying out the Plan, except with respect to any

award concerning that executive officer. The Compensation Committee may engage professional services as needed to assist it in administering the Plan.

11. Miscellaneous Provisions

(a) Amendment and Termination of Plan. The Compensation Committee reserves the right to make amendments to the Plan that it believes appropriate or to terminate the Plan at any time, with or without notice, in whole or in part, in its sole discretion.

(b) No Right to Continued Employment. The designation of an individual as a Plan Participant under the Plan does not alter the nature of the Plan Participant's employment relationship or otherwise entitle the Plan Participant to continued employment by the Company.

(c) Relationship to Other Plans. Participation in and payments under this Plan shall not affect or be affected by participation or payments under any other plan sponsored by the Company.

(d) Non-transferability of Awards. No amount payable at any time under the Plan shall be subject to alienation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind nor in any manner be subject to the debts or liabilities of any person and any attempt to so alienate or subject any such amount shall be void.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada

(f) Dispute Resolution. Any unresolved differences of opinion between the Company and a Plan Participant arising out of or relating to this Incentive Bonus Plan shall be settled by referral to the Chief Executive Officer of the Company. If the Chief Executive Officer is unable to resolve the dispute within thirty (30) days after reference to him, any party involved in the dispute may require the dispute to be referred to mediation under the commercial mediation rules of the American Arbitration Association. If mediation is not successful in resolving the dispute, any involved party may require that the dispute be referred to arbitration in front of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Expedited Procedures thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Washoe County, Nevada.

(g) No Funding. The right of a Participant to benefits under this Plan shall constitute a contractual liability of the Company to the Participant. All amounts payable to a Participant under the Plan shall be paid out of the Company's general

assets. The Company shall not be required to establish or maintain any special or separate fund, or otherwise segregate assets, to assure that payments under the Plan shall be made. No Participant shall have any interest in any particular assets of the Company by reasons of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Company under this Plan, such right shall be no greater than the right of an unsecured creditor of the Company.

APPENDIX A

The corporate performance target for 2006 is a combined ratio of 102. The combined ratio shall be calculated from statutory financial statements as follows:

Combined Ratio = [LAE + Loss/Earned Premium] + [Underwriting expense/Net Written Premium]

Accomplishment of this target shall be weighted in the corporate component of a Plan Participant's Annual Incentive Award as follows:

Combined Ratio	Percentage of Goal Accomplishment
98	150%

99	135%
100	120%
101	110%
102	100%
103	80%
104	70%
105	60%
106	45%
107	25%
108	0%

Annual Incentive Awards shall be based upon a Plan Participant's position in the Company and calculated as a percentage of the Plan Participant's Annual Salary for the Performance Period as set forth below:

Officer Level	Percentage of Salary
Vice President	40%
Senior Vice President & Regional President	60%
Executive Vice President & President and COO	70%
CEO	TBD

Annual Incentive Awards shall be apportioned between corporate performance and individual performance as follows:

Corporate Performance	60%
Individual Performance	40%

APPENDIX B

Executive Bonus Plan – 2006

Eligible Employees

Tier 1

Title	**Employee**
CEO	Douglas Dirks
Tier 2	
President and COO	Martin Welch
Executive Vice Presidents	
General Counsel	Lenard Ormsby
Chief Financial Officer	William (Ric) Yocke
Strategy and Corporate Development	Ann Nelson
Tier 3	
Senior Vice Presidents	
Chief Administrative Officer	John Nelson
Chief Claims Officer	Stephen Festa
Chief Information Officer	Paul Ayoub

Chief Underwriting Officer	OPEN
Chief Operating Officer – EOH	Mary Lushina
Regional Presidents	
Western Region	George Tway
Strategic Markets	David Quezada
Pacific Region	OPEN

Tier 4

All Vice Presidents	
Underwriting	
Western Region	Patrick Maxwell
Strategic Markets	James Konewko
Pacific Region	OPEN
Claims	
Western Region	Christina Ozuna
Pacific Region	Richard Crosby
Assistant General Counsel	Mary Lynn Newman Don Smith Michael Stock Jean Parraguirre Lori Brown
Government Relations	Jim Werbeckes
Corporate Business Solutions	Regina Harris
Marketing	Earl Paige Shayla Mulder Gil Hubbell Patrick O'Brien
Chief Actuary	Douglas Zearfoss
Corporate Controller	Cynthia Morrison
Collections	Sharon Morgan
Administration	Diane Maxey
IT Infrastructure	Richard Hallman
IT Applications	Jim Jones
Loss Prevention	OPEN

Appendix C

Example 1

The Company achieves a combined ratio of 101 for 2006. John Doe, Senior Vice President accomplishes ninety percent (90%) of his designated divisional/departmental and individual goals. His salary is $200,000 as of December 31, 2006. Mr. Doe's bonus would be calculated as follows:

$200,000 x 60% = $120,000		Target bonus
$120,000 x .6 x 110% =	$79,200.00	corporate component
$120,000 x .4 x 90% =	$43,200.00	individual/departmental component
	$122,400.00	Annual Incentive Award

Example 2

Using the calculation above in Example 1, assume that John Doe is involuntarily terminated from employment due to a layoff on November 4, 2006, or Jake Smith joins the Company February 26, 2006 as a Senior Vice President and whose individual achievement matches that of John Doe, their bonuses would be:

$122,400/12 x 10 = $102,000

Subsidiaries of EIG Mutual Holding Company
(to be renamed Employers Holdings, Inc.)

Employers Insurance Group, Inc. (to be renamed Employers Group, Inc.)
Employers Insurance Company of Nevada
Employers Occupational Health, Inc.
Elite Insurance Services, Inc.
Employers Compensation Insurance Company

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated July 14, 2006 (except Note 12, as to which the date is August 17, 2006), in this Registration Statement (Form S-1) and related Prospectus of EIG Mutual Holding Company and Subsidiaries for the registration of shares of its common stock.

/s/ Ernst & Young LLP

Los Angeles, California
December 1, 2006

Exhibit 23.3

Consent of Independent Actuary

The Tillinghast business of Towers, Perrin, Forster & Crosby, Inc. consents to the (i) references to it (as the ''Consulting Actuary'') in relation to the actuarial services described, (ii) reference to it under the caption ''Experts'' and (iii) use of the opinion of Robert F. Conger, a consulting actuary associated with the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., dated October 26, 2006, in each case, in this Registration Statement (Form S-1) and related Prospectus, filed with the Securities and Exchange Commission on November 30, 2006, of EIG Mutual Holding Company for the registration of shares of its common stock.

The Tillinghast business of Towers, Perrin, Forster & Crosby, Inc.

November 30, 2006

/s/ Robert F. Conger

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([;QV.O/+#1J-\`^;+NB=[-YSN04KF!3'7+0.JE3 M&52N*J8&]/W%J\=1+"[R4:$^D@+30C-.]O./4ZMB54/"H8@;3X8F:ATR([`8 M:^D1<;7]'T8\Y6%NC*.CK6F1UKG%$\0O-TY&XW<@MS\7H?CV06>_]=AA>S?! M2)+[5DL*Y1NM;\EM,F, M+YOAB.G$(DZ/WDO%ZMA("308[KA00`X_H94@#5)7.D@//2I5C M]0K`ZU92'M)PIE);:EW/4)M5O_':CD9F-<:1[]M<&^8$?O2.3CBR:'(-OMML M<+V;-HIS2+L0DN1.F(^+\_PR^7276.(`JP5KV1*TGLJ4P8IZWRUR%J;Y(XN7 MBWR$;5B$-C>CEYCX0B)A=U-9J'5K9X.L^,X@?3;Y/.YF)X8E9I3C'>[+"@FI M#*=@V%/MF'S0AY(T#@7QRDR6.B'#2)")D%CNPQ)ZLTFE5G.,D]8AD(1GKE_GJI2JP MVD%A%[[6G*3# (&V&\4*T*7V6U=#Q&Y#N29`#V84O@@3(Y- M0`Y],<<@6,W%2S>?9\PX;[X)%*?/3GLA^)FO*#S3)_^TRT. M*5F$X]6:115XS<=5XG6$QFFW4RC2CW.60Y7?S9BN-F MW97N[/%%H-/IXM]`N7VTJKC!NU81LE4]Q]HV5F>G2`Q#";XE!DS`\5)`VQ%F MY!=NQO!LUFC`Q2S./@*?I'[XKDH]PAG#JTL4IN?8'&QN;-IIX"" MNO&8$/-/CN0VO+%,]]MDK`+MT:ZRJAO.!($%H'5"RKD*$=W?E4/U#U;#51$A M6NW8^$6]0VDMD!,(J(:G$*)B4>-,3GQQODI[IXT9KH-F)!S.9AEC-TM`_BX1 MR;"'-U%G-O'9I;;%C-LAEV.B:UU!+EQ`48X\EKAWAM()SY!,.8/22<='DPVT M_P`HJ=[&&'5FC$HF=32*X*&"#/3N\>.C"=5W(`P0P71Y6PN? O`>2US8',\A(*U8]3;K#L],3B21VTL=NI@.40S)$- MM4>YV\'(.AOQRZSHT&_BC=2%,&ANV*UQS4B#"BY-!W,YTJ M!; <&FMRGB/'FY$[:XNE^5PP8^W0Q0KHT,=3IQ,G280FRHA?S_CS,G(#C;K*BV0V@V/8^XQGM M@QQ,/C]DN)GCFVH\E=&[I$-LB(8XY`7DF,01(J=WY-@'%[T)[9!C MM0D.NO(L%AB+8=[ML[`X/;-V/2$0B\B#=T1L[#60S;.H:&B;C<4"SHI:[J<> MP.]S)5A,!S(V^($;WQ<4VQR>93?/MT:1<`9Q1I&\D.34N3:\<$F M#`=8Y;;24'8(U,JE^6\+BX)8G(_45C%)H3(K99&BP<4OC,=TC/$TD>WAL)`,H1Z?4Z, M]SV-1S(H".M>UHP"U.4I=)D^S+91-ZRKP?'B*E9%JLLZE[6T%]J7/-<(6HL. M[XT\G2<^2MRE9^QMY@6U"CUB0&SE),"Y6RZ3`:2H%8DN;%3F#N/+#+2K2KG; MN1(M@],E370ZM299HTFDA/1HN57G-RJ2W@[DIQ^.-[V MZK]7CM?QWM?R7M? ^NU_+6JE*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4 MI5`N'>O!=/'25.)6GQT&E'-%LMG=CE;7V_6!:'"OB4G;6O+*W5G=,HTE"!9+ MA_(PR**+V_[3/=US_P`F80T<@XC*QYWV]CYE.YHWD5E."Z;%9K`R/#,^CBRX<0*@A'ES.[6BCS3K4'"%"]5EKNZ-.!Q6/R1 M;=S? K)DG'"C636[LEVLHZE!3B&CX>.9&J=FO#0[871)BK:TE#P]NX"M5WQB. M)NAMZ'Z*U#"`X8=<005=`E5[4NK$<.!D:J-,*AI3G*9)M*P6\&&_6(8F4_%9 MA[#S[%UL5RN9I&%II(7V;]4@<@.&, M>.[) M,N2ZFVRG"R-3'J1.-Y!TR'FTI'DV0)=(.+24;"9Y@GO(4 M[+>1JU>W5FMI>Q[2E!R@OV$&\/,-HTEU"="8,8P-)L=N6Z'G#T:D*O4*YF\2 MDR7U:8ZGY2!S^Q&:C;%7V?+JG5I;#Q#Q3CB'9)F:60N\H6>T\]Y<9')DDK6%Z'-@W"[R)@U3@%L]N M-@2ZG&,0O58SM3W=* (R]E3!!,YGDCZT:V4>65`]SNM>TFJW0F\]V] M!F34Y:Z^CX8+B>C@DT+,,[QW)AN>3D_)7XPG!'Z$RWC+OAMG0,^F.*0GXW4M5D'+$[S& M0+]AEIK2.B3W`,.BUP;-009JO%>RK8N(FKP1$M2QS;5VS#>L=:K"+5LIO*_ M1G;4#)B1%QO>#J,4?%]Q^2(T;3BM%_%.,)@8$1KV.Y27"'7&4L.L)11)TG.#;OC?4C5['!$V+` M;(-U(;,-Y1OBVRC<3,"\;%6UH9CSW)D.T"C2T"76#;\@,`5'YL,#T"(E3]% M+Q[VLO".W&\)E>C.VKW,K+B7&YFCIVN#0[.%HG@66&E"S98C=+Z$?M$!1]T> M*M$E43YTV=6HE?JP&869X[\6PW'HO);ETR;*LJ.R6LXUW/1S2F19:PBM619 M'8F+P!!/I9+'8XY.O(-8$*NY%&2+=WV,)]A7'6CVJU6&RT5>>?2M:]=NC[Y. M$NV6UK6RQ1SV!9>/MEW4PGLU'HT,4][>/6LS=`(1K1;K7M?2KST;;98WP[*W MH1K\F5NOK_[39_MSRO>W]U[WM_=6Y2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2 ME*4I2E*4KSNC!3LB7I$.2LT1@Q7&^?@8]3E MV.&]6WVH$XSN3>CP[+=W.\%2VV&6G2ISU^B->:/*R?YO8_)2%(:9Q?=&+4D4 M6V2S6D15";VF-K/Z01DQMI*^X5[>I,D'BD=2 MX1&CE`JO*2!YQD[C2R&$F&MG!A,D8Q(X#&W#G!BQ5)@9IO#I'.4H60@C.<>Q MB$]JPT.CC8SGF!9CK1W8[?;R@L_-8Q/M<@=>I[U_/J9II$0<8?SD8SY.AVIT M<$N.CD)%,*HUH]E/IM=(DX`$427.H.'"(G7I^/*3I!5K;9$^D8[; MC.=>H:? <41#65(IUNC6R9&L@8]W+)%F&D900F-&>C+TDSDHFB#@0ET2SVAX3 M'*Z-AS=*K1@7<$P6,5;`\X.G5(:*/)'0.G*)]FQVM6.5V"AVHLA.HF9T@U@9 M/H.HP&%"FUSMYGAF+'!V4#;E%`Y0@?AI(LH22FXV']_@QO6:8^Y0"9!&:V>U MX^=1A6W1TNQC!*!RX.UO/(O&"F55?LHW!6HXFXL:F;Z>0O.]8Y\&V6F`JD[M MF648=*&6UQ<0M84,;3?Z-IH\C0DK@`S_``3K,A=^7)M&:CT*D>19Q!-FER$H MN+H2[_$BUP>#X*F;FLS4TKS#$;1*GY`EMZ.:<9-XI7@LB)0EU+LZ+>$Y%23, MW3RU$.>8\ALY4LU%$`YJ;#>\4]B)MUL&Z35(`-8Y0M@&SR9Y:2(YDJ]A\D\% M,8$(%Y-SPT'6;!2VOHWYGFH4"<[8Y$L56]1@720;;8EL>3+MJ2T0-,0 MCU2PVTVPDS1F? $;-]F,^$#%99ER-W;J(F6DV7*B)(TT#31RKYH1.]9IC]K'G M&_7E`;=R+[G=9+D["!6,&R9)3@Q'/;6"Q[9[1R^C+U2W93><_9./. M,T,7>U>I=DEM=V;LM&-B:3BN-9$7-B08RERO(`^*32/ M!-K4CN9N*\+R/8VW(6;+`:T#NZ&E"M'R8C9&&OHV6NZHP!\;QC#:B1/R`8"$RW>L=*\'Z^D1WZ'^UX)XI([8JSG*KD5%;5*(-"BVMJ/8VW,G:2W8]SZ#\A-A!C?)>40:=WHCKM]9:_5V-\KWSO:_CZK MYY7RO;K\77U7OU=?O5KI2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*53 M;F9![XDQH,Z2X/S% (^3/'%WY2[`FXWNU(6^ZC>L(2;CUAIZDKZ\MZ)@3DP2Y MV.W`0UY];6*DFQ(2?0J),<=HRE'CAR%8?)F+`\GL2Y4?CN5DVX\F2Z$.85_Q M5)#857%/V*)+;>^]U3:D&/W#J5`7,(W]EJNHT:BPI21;Y4056SM?#&][7OU] M=K]?BOE;K_JOU7MV5NOQ]C?KMU^/JZZA&;6+"\C`4(B8=@[6A9J^\!B6Q[& M6&X&:O:8POH4/MONULN-LNIK;1(,H<'DSX@R/PP`E"XPFHS%KUR7;DD:KXRL MT6:BCQY ML:1`3<8UK'0L6FD"Q.D+9:K#!6P8@,9;2F_3@LUH4E]B_7K//=EMEH.!_.!T M`Q#*:@HV<K M+"T?Q3/D=S"9E($TEB[$C$LB+8Y<.DI@F1V)D4C#CJ1>_K8MI(J\S324-F4V MAO3G<->C5=8MVI=R=/MUX7VRTE+AEHVQI&30K!%)&[? B43K]"H;DG37SQ4;\ M5NO?L27U:;ZMMMV^VWL-=]6WMF>-]>?5M:C@'=L%Z=)<=MVFTNQ8'UZR2;;L M+(\-6._:K&X8J,LR*;5HV8;LU*.V_5JTYX;,MF.&6-[Z=;A;V[MVO4;%;,M& M]*FWXZRJ///2H7:[[D>C;?!3?+7N5Z<;[4VK.^.:C5:^S3CGA:^5:]AP%K5) MTFTL-UJUEU^"5+F12X[U.0K'LREM">ZBV>[,;C] <0OKPRR0X]62J^FWCK;3N M%N*=Z1*F-BMZE9DLUHT^DJCW;UF8[L;$,=&K!5EL59H+[-?=EL,=N23MF';^ MUWSQZ^D:3W'.4&UR:T>29Y5S@L3NAFN_<%1/`;H[#'-F*#A9HTDNJ&7V8:R M68TD40I=F5K779XY6ROCS^DZ-VL#3JW@20*&@;=`".C1//),8;8@H^]J4&WD M#QSPWJ-(P:Y"IL*W<-Z[3DBNL<@;62[G'D:+,>#$,`15!HW`5&;=5A!K=>C" M#$Q%TO)VV`-P;U8C6HU\WJXG'N:;0%XZ]6L8SVUL%-D;RT)]:,3IQ3Z+:IHK M&W@[VNP&JY7P]G"%:3.9P$NZ'6Z7&22!F^VVV`0;RAL\=+K]NA$+$"1J90N) M$%>[4G1I-.W?MSQQQ\=!>)05S\A94='/F1`IQL"'>T-\5<08YA&O`2+RC=`5O/LFWR2)*59T4-2'&B91C7:F>B;9Z/4I2E*4I2 ME*4I2E*4I2E*4I2E*4I2E*4I2E*5\O;K\5Z^IWX[2BPI/,\NN&^0?5 M,I9$&3SK`CE*X-Z+.7K9:R+$:'P+';IEFN,.132`:\0D7SEK1+!I(0E&QE,H MP\PDK4/1K./'3E5%G)48Y,&AL<#5D&/5Z,%+T)24']ATT0RYER?)2E`R.QMZ MI9M':R.C7N5-=VA%Q^.Y`$Z_9%'+R=K;W)RNVM/(#AS(\N\AU\C-]T`&VR'/ M$;CBM^"SBC0]A;L$F(BG-C"EFEB.%CK%H6ZBG-=/1X\I702A*2@K;X>1 M1(D<-U\;Y*CAG%GX;@(Z?W>33\36ZF$2BF,Q$A)DH^?K3XXJ,3&*`"A<$:&4< M2*=.4O\`L-

<=W+97I(.$\E\R6HRQ+(M%B$B(B;E/'Y2T@%CJ=*@7S]!BJ,@. MX0K#,=Q*%HX"YMR$^8SR2!]^:<*A5C4VTE@GTI.WT\(G/LXU]([`.K5%[7&\
MOG)R%)Q2*"'X+5+.8HZ:8'9\>I\7&&UM80F'JM4B!7`]3R5M#R:=5F;/*O`N2:30DCH^HZXN`F(E7I8_ M8YXRV4LNQZ.=;F`)"K51+&7VHJ&4HGPG1)4%K-O$:7O!'?
C'939@N&)U>LYL M_D>48P!_RU),!N5ZM:2XSD!U,=W/%VM@*]MC(FI/'BQOO7:VHY`C@21UJ%.M MDNY6B.J'C%8_H]I3R?\`F:[DA=@-
(_)7$B:`H>/BKGW*>,CCX^SHZ)@E"/8: MV+V8%T.IJ3RF0=[+1X*U&[!SYBA;E M:.I!I!KTZQ3*LG='E*[U?^:LJB@Z3F4Z8M:"\LN>+NE=D'HHY.-7?-+@=$CQ
MXT&@&+M=]->973,Q14Y1KP,-Q4VL4RG::12F#7:66@R(KCYX.Z*RZ5CB^$95"ZA19T9G(U)<3&0I8KX MB:/,5S,2:5T33R*3J4Y-4NQ![0XV7)D&.%I.S3O&=^.E1=&W+\;
<5Y;X_!Q\ M9H34^<4N`/%;0MB_<>=_>\5\KWMY?:_V\NOJ^NZZBV9INBGCY'YR4 M9E?(&/F*W[)M:\\>49X8;B!!1@B#@0X]+I5EW&Z7"1W)Q+8:+<'EG2Z3*I&%
M;@WCS\?\` M(6;H=4:MH5_,1DG$5W*"X+)'>)D[;_`.%9[5%X;;WPTY+G`X5PX2F[;G:^&G'8KQV;=GUFG#//*UK MT7V\SY8Y`]B)X(007?P1;KM:W*+D(/=L)
<8A>K;AMOB19@XJ&2S=R'W:KZ[[M1^$8LD+&!_#L=&7M>/8]CU6[M'JZNKJMU=7O=75U=7]WE\?E\=47FGAEPA^EN/\`"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6
MX_PE/JI_1X_&]A#]+PA^EN/\)3ZJ?T>/QO80_2W'^$I]5/Z M/'XWL(?I;C_"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_P`)3ZJ?T>/QO80_ M2W'^$I]5/Z/'XWL(?
I;C_"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_PE/JI M_1X_&]A#]+PA^EN/\)3ZJ?T>/QO80_2W'^$I]5/Z/'XWL(? MI;C_``E/JI_1X_&]A#]+PA^EN/\)3ZJ?T>/QO80_2W'^$I]
M5/Z/'XWL(?I;C_"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_PE/JI_1X_&]A M#]+PA^EN/\`"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_PE M/JI_1X_&]A#]+PA^EN/\)3ZJ?
T>/QO80_2W'^$I]5/Z/'XW ML(?I;C_"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_P`)3ZJ?T>/QO80_2W'^ M$I]5/Z/'XWL(?I;C_"4^JG]'C\;V$/TMQ_A*?53^CQ^-['"Z6X_PE/JI_1X_
M&]A#]+PA^EN/\)3ZJ?T>/QO80_2W'^$I]5/Z/'XWL(?I;C_ M``E/JI_1X_&]A#]+PA^EN/\)3ZJ?T>/QOH0_2W'^$JTL.SQ M#G()FVD*$Y*9TGLOOT7;F;D9IM,9%Z#X!1BE-
A%.]/?K2EA2C/#4O'J<-2I- M?9KOLUVQV87REJE*TWQQR\MNOT_:O]^WVK^6WVJJU-G"SC/R!/H'K)$6BMLE MA]&M,!F)F%'%%LX-Y-IM?
M"5OS7&!AH2D(1:LKVV8CDKLP&9[,,+[D6W&U\: MA#7QIYG1+C>T!\WES];Z)+LP'QYS5BL1->&'7GEE@/0S3%AF#I>TZK8Y6QU&
M'\JETQKO;LU69'^17)U<@N=S!W:4LJ<$!\EH4J6V2]T\2.2,?//)5V&/9;%> MF/\`D@-XSG$665NJ_>A"Y'2IUY6RU:%JZ_8;-F[JZ2&(`J7;OE:(^8T(Y)[] MBIV2-
PUY#KPB;9:._5GAN?$6L63(][']7X[Y*M3LV(KXVOLP4YZ^K/+LP_2B]' MB7V8Z,^97'ENJLNNUT;[DD)"'[7G;RZ]R&0MK76)]MK^++5OTZ]N-^NV6%KV MOU2*CYX\
(B%\+#^8G%9??9?JU]Q\B8>4]LOV78=6%M+RSOEUY_66ZK7Z\OK? M+6^KYS<+$%^I?RZXO(OK>R_[WR#B)-];?'/+LO\`MGAA];V.O/+K\G8X9W\F M-^K`S?
2:="D!^M5\VN+:Q1U7OW$WYOC]V$>NUNOL+#6H;-K[[/>UXIKYY7O: MV..5[VM6.:NDTXSGDV[;&(_D5.&W#*^.JT)\1>4,A"U'5:._5GJ=Z&)DK#MKR MOU8X[]
(JT)^N_99;;86OE;9*_E>^;(LHC';?*_8 MV2Q0VF&,T:^O4E0:-5^PJ[F.&./7>UO'?RWO>][W\?7U7O?KO?JOY.N]^K[5 M:J4KS\FWK^J%\%;6OE:V4.]UW.+KO>_5T@_(&WC]
[V/1AU6_N^U[UO%;Q5Z-4I2E*^7M:_EM:_W[== M:;;L+6O;"L;7OU_67OAX_?^MO;QUQ%@Q`13YI""1.O2[/%L3+M.I;HSM>W5 M>V>I5ANUY6O;KQOV6-
^NU[VOXKU%Y#C_`>65Z^^D-101Z[]E?N^-V2LZ\NRO MGV5^Z06WKOV=[Y=?E[+Z[R^.N*@XX\?A=[9#(.A\=>W5U70Q>Q$=_K;96Q\:
M=OZ[VZK996MU7\5LLK6\MZDP,V6\W4MD3?""02.UK8V2A1B$2GMC:_7:V.D> MG3:[6Z_'U6QM:NXMJPZNJ_996OXK]GGGGU_.RO6KJPPQO>V..-L;7OXK6QM: MUK?
BMXJKN;Y8\>FZ["+(,2>"1N4=F837'=S&U&)(LWW&Q6><;3=(0\8ZGB M&=/8-O.[%2,:6B*)A/W:]+`;,1Q;\4CO[RX6RW6X9/I$.'0 M2RKOW-@8+F,NYKN!.8;+_%+&EH9"Y\
(5[23K&(+:L@NEL@G$6>.@(, M"ZG$".$5:=NEQY=1E&[F]Q=2-U8Z5\M!Q8<05?8AR;2X5W"%C+W1>Z`;-D1= M(`W.^O#+*V&6R]K7 MOCAAV%LL\NKZW7C?
9GKUVSV9=6&'9[,,.RO;LL\;=>5JU07ROB[D4,;+AC)) M(*YJ/,VVR9P91_-KN)'@4,#4V"`FD-:5B9,-+X#E974/7K!.M M-L[=A>V?7AEE?".W8WOUX996RMCG;ZW*^.6-KW
MOC>UHS+3"S`LN,>%%^\IK>TAL&19(;&.`=;M"*VU%AF/P3PSW'L<>]R4BA72 MW9W6O2KMZM-A?0B498R7@J3[<,-NO=KSU;,.V:]F&>&6O9KZKY6SPS
MME?'/#+'&^6.>-[XY8VO?&][6OU?,5:?+/9KPW:\\]-M>6[#'/++3;;CV>J M^W&U^O7;9C:^6N^=L;9XVOEA>^-KWK5@IT;,]FO#;KRSTWPMNQQSPOEIOLPM
MLPMMQMEV6N^>O*V>'96MV6%[9X]>-[7JHNKG+`&X!HIXHU(')[YX8LGNG3=1W_`.]^6M9G,LU3:PX# MC!Y2[(*TAI9K#2(%SDW@Q*QPDT24B5&B=&_$2-
ML6[=>&\JEWJ,L<+63H.W$ M-M\4NG9G;"QR.8K&D79$V\6^7'(-XD>K?_\`X##?BOV#E69/"N75EE>>NW:^O.U\K=EKQOGG;Q=ECA:^5K9 M7QZ^NV-
[XY=CE>UK9=CEU7^MOU;>*U+GW/V"C3EW7;+)+U;,+V4XXX]GEDGO MV75OQQU_]I?+5?.UM?U][]CXZQ&2I!;<3QX^)1>6]8D9\=-%Q/EUK$`Y876H
MFTU!"L\>7)A([7O(D]R$2@6++#QJ=4166T7T(4JE5GJT;.0QGN`D-FM!]MO< MIVMY\MD([F[M7(E`Q,7)%&Y"LTZ5J++=W.MT)U. M&S3AQI`?
P2.H_?,CF+*50*/VFZG@;UC->*I=F.:`0@=*ITFBV=K;5_]ZJL`Y;%-W?%0Y66A0H19!$L M].Y*FU=FWWY*(MN$=.G9MUK6VEW.G3M2;^R#:[P8W[+&U_)UVM?J\7BO]NW7
M;Q7ZOZO%[U?:4I2E*4I2E*5M[OYK;_F_P!F]>='!3_+N<7^D'Y!?X>C"O1N ME*4I2E*4I2M.=NRQRQ]^U[>+R_W?U^]7FN6T7
ML;6'8BM)#'(M%*@":B;K$'5`3OZ]&:8D<&M,YQN\%2D0A2O5ZC4Q&^K`XN;V+L%BS(?N1=P?Z+YEGW;
M.+IV2T]4NWD@,Y'L.8AF@(V=@XY#G)S8Q%3P8HC6HPW9@C+;7,E3L8[ZOD1(MH$KS=B(X)<6/L;WMV88>X.@X?E5IR:,D$^3Q9Q;F*1%MI4#")QW]E>?
DV_9#."?]CG.?_E^ M,5>@=*4I2E*4I2E*5L[^R[7>^.%]F6'5LPQOA;+/+5>VRVO&^S+#"V6SL>P
MMEEECCC>_7EE;&UZ_/V`Z.3D6@X;"...JIG1WC(>H8J'.)YJ.2,FDF+N'X.;#+VL?O>(6;$"=9@O.IA(7>G7HL6[I3DA!3`D(@GE/P&D^(&`])#1LJ M-
=C;]O*?,/8\S#QY(<(QER"Y^\3)6X^,9.A`LOLT;?CL,TY)6.<`GWX->*[& MS1MKYG$!1R*L+(.7HU>1`X?=%"YZ/6``UY+Y%5=SC5QCD6%.1$T
MNS5=K"8/>`U:B9K(SS#.$ZS5Z=XVW@4D=.L8TFDY`<2KF9KT*B$/2"L?26,G MM:XN&W*)C?;F!U5,2]'Q-Z<"D47Q;7LKU]+\5YS;TF,RR!DT;081GDK*V*+6
MU\A5FGE*F#=(:@V8*[:U!LCV&U=[.[6[$IGB#BZ.3DT0&RN.Q\9U!IY0+95Y3QU-L62'+2:S4*[FV5_,B(YFXT6/69L5.T]N9\1-L:]=$G6P#.(3'P)Q/+4 M!&'VH<=!+'.//&:5'F?
BR8([;(".A`+DB^9+>EUCT$29"LDMV1Y>:,I/32P MFB=B)GNAOCFF$TJ!D"2`QU['=K,?C<4,U\;93BE4J!YDG[C?S'BI5'
MS>8SKZTFW7PWW$P53:8TB"'.3,%$F:@'HW.1:"06N_$9".F8[1;JXMWT22`=Q1>]&8UH[X"OWBM+> M]L7V-)'V]9MD)PMAS@6]BM%BW^W&VA7.I8W#(L4(UW8X?
0C,4.1D%!R#!<"A M'H[U\?LR=]C"EY[N=MO`2PHEVQ\6FW2G=D;#TY5POA0W&PBRC94&##D+@RBTL M\Y,UU!I8V` MNI*/;ZDQM7;1&E`-
R19:]HU!L3R7:W5:UK?:MU5]I2E*4I2E*4I6WN_FMO\` MF_V;UYT<%/\NYQ?Z0?D%_AZ,*]&Z4I2E*4I2E*5\RO>V.5[6Z[VM>]K>3KO MU>*W7]JO(^<>D$D-
J%YKCEILML,V3X^E*`VNST$G^R[$8^HYE'EK$/'8S*C3 M<`<%O8CS:J=)(BO44Q:SO6NV(I`3I69*[*$JU(A0;ZE7TK"08D8CI)1DA1QU M-F,B)
(N=BIY;4>+2,QOS%BSAN8TSOJ4-^R5@!MSJE]M.W8;2K2&(70+8]XW$-LX8&/-GF6\HT`7LX9#:#2/KQ:\IN.-N1D%GL;O-/O*`@IAR3P MT.D7XT/9X-
=G`SCLRW/0\U@K7+2BF0 M-@;6M()36HL`U@C(004/-A.:W2G2%<=&^7TAG4N>[1(+F.N?`#0Z6"X@N]T: M!Z.(%>X$V4"C3D3-.!3MGF+0X76D';!+C%9#@N-
%-]GRO%40M):_5^9MP#M3G+NZ76F.S3-TD0 M4.07N(/UM-G!B-]SE@5O'ER6CAFRGG"^_,R:DC1'>;=S*-.J`@W'O;@IW%FYM=S8N6KDP>DSXXNR/(MD9QK7#
M'(.0V_"9(^N=0O#,!$KAY!QOA*D5,J3W0,5+!;=-NIH;QZY(KOV\&BW'VD@. MDPA%Y-9"6Q5W=(F$%3+`K:%-MQ(8YE`+,&:[)W1N\Q#^>[A!1A$4J0X/@E-M
M6)1T@;G\"D=2E5M\2A..)$;2YMLXG9K@;SC%:;A2UR'9$-I@>#D'/4TY'$W' MB[Q+#8;.+OQ_KFO'8L67?YD>U&S@N(E]333&PJ=6@"V)&2Y@V#;K6&N!PFA0
MM9`CQZ1[B^QQK@.N!Q.K!MB6M*+P#.(:QG&7%/L+!TA@(MF?8P=@I.I6.)=& M+T>F7(L5I'2:83D.2K#S MX9#09;^$0U?D#I93Q=I5#D&'"CT/:%
[T;6&U3N0&4@[<+3+\3RL2*)=FKZ1S MC^D/A&7I%2\3D1S'6@';\I;A!M) M9)9$\/MH/HV*:S/,.!,[W6W`Q/'UW270^9AMWSRP4KJ4LB)FWQ]F62T+W8SD9)M;QM
MY$(;+VO++)UF<4V*Y(D"ZG"XNY5NJRE7FP'2UE:$2M5B#%_2S&_7;[U\;__ M`-;WM^+Q>*_V[>.M5*4I2E*4I2E*V]W\UM_S>?[-Z\Z."G^7^\RG+:56DJIODJ(8
M*%5^W5UZ3C'QQ0:A&A%`D,I-+?UL/4!U)HQ9>C`+KBQ<3)QEB)QU!L+#O:Z) MFS9)B71VTY-$@9+K0&0]447[E$XVMU?[?]M^NOM>?DV_9#."?]CG.?\`Y?C%
M7H'2E*4I2E*4I2E5]GJ$\9:WPXZ!I#4*?,!S(#FB/UBK&_>Y053-9X1RZFZ7 MV:DZA7I%NZ-)%>[:V*TNO;M$KR(P[BC(]Z;CE6`%T;
<<'Y'GQ03O`=$3\.+$MW8A!/]H&F.\FRX%@@<"N-KN M($8U7)M\@,[V;RX%LG^Y\38)&OM&[!!GY^PTZ[2K;2C1J+')=Z,
M3C_-3O>#P>3EFJRMUG76ZDJ$+)68E"S74[&]#PG,^RE.L)M/B5;<-P'$SY9* M):<*@V>[FI;(&)2MHTX6T6Z\YT7<)N/6>N:DGD$M6.QVOE\NQ?C(+?0Y'72_ MI'AF7"Q?
O:.8J0`WU*20H)8IP9DSQ#B%;B7C\3FL&:PK;/;`;T;)4R'5X!O9<'VNEO/DD#>XD*Z1K:?0P:W M$KN!F,`*+JKLSNBWXQ-(`A9FW6_W;']PL+"77'[T=*(XT9$4\=FKFPH8<#W0
M8`$*I:>9+%2MAI6W!EP(1(`]@HT'([0)DG(U^MR2YK3Q@K7-Q>2$:7R[VTG7[=;@6N?!LHB9\&R\6Z#.+D M&?6L!@B0ICY1NOD-I'F+Y:FQMR>PHVU&\%@'?
9!P_:G%4T8?H[%G`2J9S* MAZ5\*D`T.[BC83ICP,]K2I':#2*$&>LK@%$#*>,2R(G89)[3E;4B<9ERNL@[W.X3CAQ3K=.$,W MHQX-8SD:;N#/><]SD8[ABQPM4L6D,>55#-
T/JYXLT$F^ZEIWQ.:MC=Y(2FSW M(2<5B[D=0,PE7'3JUW),G1NY<8]&5QVB5&VQ#4721DWFVOBESZVT7=(PD!*2
M7"#$V1K%LM%D>;:U9;I`:K.3MH=92BV(&V=6L9DN!SMHTXF_J*;^I)]&Q%Z6 M*S,+-AQO&['?\0<7N-,BZW49'%E2GCWQ;VGKMMM!+#VX)ZG0Z`3A.LYQN1
*MC=*4I2E*4I2E*4I2E*JIR'XI`N0+IB]]XRI-$./R(]#_`$#5>,+.=KMXSF&D MQ$VT3O!E];N9#Z$+QQ#V)-]5I[$6G7(E@W7M3+M>.S=JV1/X#+U\X!S[^DF# M?*
5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\ MX!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#? M5SIX#+U\X!S[^DF#?
5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5SIX#+U\X!S[^DF#?5S MIX#+U\X!S[^DF#?
5SJLC'X[R^XN6G(B$U_/_`)S^PR+88XO/YLWT/F#])BYZ M87#R2%.^Q(C?CWL[M0V31.U>]*7N?5W!MR*;.V;;+NPTV;\!EZ^<`Y]_23!O
MJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^< M`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJ
MYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJ MY]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJY
MT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y M]_23!OJYT\!EZ^<`Y]_23!OJYT\!EZ^<`Y]_23!OJYU M\OP8>N5KVOS_`.?=
[7M>U[>V3!OCM?Q7_P#QSJ>..G&MK<<&@YVN"=LAO]>] MY(=\KO-ZR@=$'7BY7J]^][6\M?.RQM?JO?J^__`/OWO)?Q7Z]JZ].SQ\7C\M^K[?^VWEM_?[]O?M7VU[
M7\G_`,ZO+^+[?O5]I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E* M4I2E*4I2E4/B?[(GS0^3'P*_QKS>JR'()4M101-*L<0*"%R:)9*4(RP0@O$F
M1:K0RC>U*1$EA>W03%DT2C#4H'D1RC0O1*]>E0CW:U&&O/'\Z$NRQS^UQ)@; MA8W)AKD#C`_!-5QR#X[C)/0[V*Y^-53O)"5&.]&ZW%GX,XN%7
M$!;I,B7UJG"JT3EHE5G)M;M4%V0/+R-*/LBU:D#"3(4-Z.)TZ$I#>4Y1FXVV MZT;QC5WD%CLW7[_]U[V\OWNK\?VOM5I[7C>]K^/Q6ZO+ M?
R6M>WW^O^OR]=K7\MK=3M>'5:W5UVME;*W7X_';K\?C^_\`_.N_6QUXXWRR MQMU7SOV675XNN]K=5KWZO+>UK6QM>_C[&UL?Y-NJM=*4I2E*4I2E*4I2E*4I
M2E*4I2E*4I2E*4JJ_N-3P MOI<\W1S@_/.%GKC4\+Z7/-TN-3POI<\W1S@_/.%GKC4 M\+Z7/-TN-3PO I<\W1S@_/.%GKC4\+Z7/-TN-3POI<\W1S@_/.%GKC4\+Z7/-TN-
3POI<\W1S@_/.%GKC4\+Z7/-TN-3POI<\W1 MS@_/.%GKC4\+Z7/- MTN-3POI<\W1S@_/.%GKC4\+Z7/-T,<'R9/KX%N, MRSHH:JUY.
<&N>QE?5A!5P6_'##=+#QB\,.-IL`N@X06A"XA]FQV_2#2*4]S^A< MH'D!.*A$L4(^]9$>O5=\4GZ#@PP:,S'%0D0WBY<`>*DY&9B`:$.M\>E+'0I MA>L-
Z4@PL%&+D1$N.6[="P8A5I5B[3H3*-.W/!P'*F*B[WG=FEB>ME:8!<<> M-QRO![&FH"9A_?)<9A)2;ZYL&MI_.VY!8&;U(E'?C2'6Y%$2[N1$H&XIB"F8
M\)#8>Q8O'8/1IYD!1H,W":#%R!,WQ,AF1&CIBZ-0#H<[[?*(V MB--]L!&6*W&W0M)+`FPCV&007HV*UJ/5AM7XVMAJUI=F[=IU[(]9_([!P8-\
MJZHFE2*F10C&CC*#'%H*C0+R0#=V" M4<;2E5`PX'7A=,FH)CB8K<'89)L>D;N?(UBV[(7LV%EW!=N*BB)PV!V3%=MR
M]P*P(92F[#^Z+B5(DHG7]HW#UF&GZLF*)AP[(P0DZ/4(G%"#*9$UCW:R4?B- M#6R+=[E<2%>,]F@H8G;CHQ?[-Z\Z."G^7C=*4I2E*4I2E*4I2E*_)M^R&<$_['.
<_P#R_&*O0.E*4I2E*4I2E*55 M3G!`3@Y2\3)]X[-L+E,E8^KROH]Y,B>9.+27% MG1G-(0HXF(`+15Q20HQ!G4HX+(+R+M34)U*DNC-:E MR3-
9>MV;+8EQ4P1GT7$B0JX(_*LZ36.]`46"XP9PEER$!<-V[(3+;'!83PT< MNQ^ITNPS@F+)C!_Z@+_=$A,[C\QF M%(A+4]'0?<&2X6!@($W('A;,LA MN%PL:
<0;V9056C.KW2[8EC]U1PUV6):HJ3G:+1O.3-C`,@UQIA.25<`ZAK6 MS:L=.8\\AK.TG"D>SKP:Y$'0Z]BTISSG1U'2K])K$;N:
M`6.WJ:X,OXT*%@UZ!RQ4_>%S]V/O/7#"M%J3#4;X;"'<DAESL3&`3BYDRGR>'!"X$^M5IP;^Z/C#A"A9ZS8L1K$
M.1)&21CY%)%4VG%"L18[&SI0ZU.G2K2=LA=6DIAWJ'ZM.62I[:,"!!:/T#5RS;V'8YW4JD:?2FW*K7Q4[
MM.G5;=MSSPME;M!X]$*0HQ@U(F0#QZ1,@0(4>C4F2(D2/3@G2I$J;3CAI3IT MVC7KTZ-.K##7JU88:\,<<<;6KF4I2E*4I2E*4I6WN_FMO^;S_9O7G1P4_P`N MYQ?Z0?
D%_AZ,*]&Z4I2E*4I2E*4I2E*5Y^3;]D,X)_V.2$ZC(:;Q)7A;U?I5&4GUJ2Q%85N/-D.Z,@+6/DO9 M%K:RG9WD?3REF/@BO5<*8XD9^'4K*-Y2$8/Y!;&E'G(`DZ-
#\W%&\'3V8')3B@2:4G'1DJ1HF-+MZYK.AFEFTV MV7/S-2+"Y","=?61TX[V')D='=MB6]TCL<&E\>*R<43:T8VE,S':)CS<[FD@ M;T2%!$N1D_Y-CH]=R%BZ-
3EB=21XN:B\./&$S#?>#MC0<5T:T#^#DZXSJZ2V M*V"Y4[4?\>R"]0*,NV&U6@"MQ.<+1)'_2*%&0/E(A/K4WT+"2[F>R6U,
MT)Q`R!Y9(D=&M0[B]BPP[FS/D9^MV+H_Q;:AU&&U$8YL+G]L$J M7(>;;=6E$2MYM,`$%9&DVYP.!QBTB?:E0=\"@^K+XZ4J$6,V"3Z6,>4SS)WM M&>WA'I]MCV@J]LQ-
QBD\#%$UBP`\D[Q*P.:;)X]B7#HW7B&Q=S7$GB0#V2)RDT2@^F4< M6WF%-,94O0E0&PD'W%%.M7FJ&).J@_I,(M=\;PT=Q1RP^!;P*PS%1V1BS8CQ

*{^:V_YOA`9O7GUP*_^NY<..64)2V2&SE&A6FY%S&&%-*#:..R$G M`/MF&+L(*I7NO0@C3{U`O9CE.34=(5ZM M\6Z6XJR7@3:.ZT01NE5) 1%!?=MU)R*3!9IT;MPY? KUXK!BW"7=,1'{DQ!'L MW(U2?=LR*E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E M*V]W\UM_S>?[-Z\^N!7_`_38_M,,\,19J_G]'}U>1E4463 M9T7@1T;/+1H'Z4N<,);C#/=A%6> M1K%Q 4+<+,$:FOHV 50K,6.8O`X$)2:UKK& $F\GCR#GN,)`=6C,BI*MYMS2 M_'R]}\4L0CL'C RQ!J0._:Q2#K)IA*_0".2<3:@QMD9$5X(IW%D1S/481V4; MO(*1A4E.>[C2*`A01CMLD0!$K&980KKU6V!P>"'!&XGZ)>C[$M=*AS&L$.[1{ M$#KU@ANH[4F1HT:O>IQQQASPT9(\WGSO_U#Q8]:ZGAHR1YO/G?_`*AX ML>M=3PT9(\WGSO\`]0\6/6NIX:,D>;SYW_ZAXL>M=3PT9(\WGSO_`0\6/6N MIX:,D>;SYW_ZAXL>M=6G/FA).6&> NC$YW}>6.5K=8+BQU==[7M;K_\`=55 M^,,SSO#!+DRK=?1\QQM5X:,D>;SYW_ZAXL>M=3PT9(\WGSO_`0\6/6N MIX:,D>;SYW_ZAXL>M=3PT9(\WGSO_P!0\6/6NIX:,D>;SYW_`.H>+'K74\ & M2/`Y\[_]0\6/6NKH"T@:QB)!IN2^%G_" F:L=K"9Y%\NEM\=U#=,:V1GTVX MZ;I`WI:O) RN.XKV3.L H7[0S?,+$B3=N6V0;M*;,V/HC:_7;K_KRM\V]{7_ M`_MJ^TI2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2J+\1+6OR3Z J MU[==O"FE?Q7\? _X*\LJO);7KZK?68>2W_IQ]%?>UZ_N>'SO[GA\W"T M4[7K^YX? Q]%:,VU8^77;R=?BTWRMU??MA>W7_5Y:U6UZ[^3##YEOO\`O5\O MAKMX^UXW^]A:._P#LM;_97VVO7?\`^WC_``X8^BG.]?W/#YN/HIVO7]SP^;CZ M*=KU_<\/FX^BG.]?W/#YN/HIVO7]SP^;CZ*=KU_<\/FX^BJ"=)ECCCQ&^]5^]? \`)O\`A[/^)E6NE*4I2E*4I2E*4I2E*4I2 ME*4I2E*4I2E*4I2E*51?E'[I3IVOE32Q^XKRRJ\]O);[UO]U?:4KP_Y MHJT>72``Q1$["PT7MZ.J<"*A+/YPR)C3V1IJB!,!)++B2@[9E3&EQBRSK4Y9TMGNSC>]{7Z_M M996\G5XNN_5]N_VO+?Q=?O6\E:J4J@? 2:>Y&656@E&66##+6P=\B']0$/O MQK"\,$9`L8<3L=YA(WFDT6LW@R0@>= M#LOBQ_+[2D=,V8[=)$"K+#.Z,%([ 9@31+42:3^V6][*_]=L< MNKQ^/R]7^VOG;,? _`/*WD\=\VB]LI7\=L/%GU]75:U^J_5E?[5NQOV7U MW5:V ^RZ[6OUU79E@H@@@F\V^PT+D(F1 FG:_I`$@]KCD(H&?4W;}JZM8[G&B MPW$U+`9138V]JK 1MU"6<"U(\JJ/0BT[,[YRR^F2!D=H. F`%+G0"G2)W!22 M]EO!W1V[4J3?>V=\P3X89ENO)KD=.S'LTY1O'191%MRSNF5.<-]N=\L#?DAQ% MQ9C)JK' =8T8['N",XB;6@$W7*YK)#;_`',"C2 @%D#?0F2^&!QW`&^VM) 9 MJR2)R)1,I,D$NK8I78S5E@GRQMVS"U\=>7;;=GC;JPSUWMU9VROUVQRU7MUX MYXWM?"UKWPRMC;KKD6SQZO%:_5XOM7^WX^O[UO+?WK7M>_5:OG;<>NUKVRM? M*_5;KQO:]{]77U6M?QWOU>.]K>.UK7O>W5:_4[9CU7O?LK6M;K\> [>+Q^/Q M_:MU>._VK>._5;KO2VS"]{8VO?KRMUVMU7Z^KW[V\MK>2W7Y.N]K=?CM5!^D MS]R,Y/{8N)'[W\#U?G7_`"`;_`(>S_B95KI2E*4I2E*4I2E*4I2E*4I2E*4I2 ME*4I2E*4I2E*4I2E47Y1^Z4Z KY4TL?N*\LJYG J`Y`FD+QZ>,5[&\MD'B_R M=CSDLW66[B:L"V),TM=KOZ/G.Q"CD1CC>;97KV=)CA+LYP;@1=",?@1L9%DV MH1N7K4D*+CR1N%O*46Y)CA(W+)MB9C5:D2!\$%*IW M(`S75J).$/(J3#LDLH:[,8UY^\`LIQH;I;DSK?[G<6T2:2]%5'\1R>SP.> M%T1ESM>1)>5(5[L(ZDR(>24C"3U7XZI58(`?>5W;T066YRN$,,: 7\[.M-/*)N:VQCRC=TC UG55L=K"&H+$$H/=#O3$&FSA19NG"J%Y M+1Q20W@\U*&S#GXF'\H CTG8L$"LEUL"4I>BMZ{6;)KP%J`D+'A^12Q\/9*QI M";K:2I74P C&WT'6V8AY& -=^BF0^[F(}#FG7$6#="#JVQ'T;W+QEXQPH 8QJ M,? `TET?:UV2D!D=>X7)J4<88HE6%7Z45;C<*"+'PLT("K+>K60'=V*!QZ<_8 MZ6[U*0>*G=G+5Z/+D$O+\<"4BM]CJ0#'V\3@'(6.4TBKCK2EURP?&'*%AS+R M`]E(BD:9R%YHPE>`!:T`[T2(^)0C<6;Y1WYKFRV\%MD5_%WD4JZ.7B?QT(IV MZX9LB1V\$RC_`Y%_P"]0&W#^,<^Q%)CV4CW@0";UQY8N:\:+$#9Q6"TFXF4 M7#4Y52,3]VKD\!(^C^G_"<=A1(%NU<'P@YLCW>?C:81`]_*TTN]()'G)'C8K M'W>[,=;'<"J(XA'/T=J9T@`2T>W)CG2L4D42^/GXYC.CM<^(',}(3C';O#0T: MW=YNCQ6/THTWB3C%O!S/#WEM)TDR/J!1}B%=~"5.LE6#9&$A=:$,=NV=)YON! MD{UB=C7:5[14(Z.KD^RH3QBN-C%WUE]'_S'BX$E(L@'&6X MHIC8\.JG]'ZV6BJ1NSR2C+G=(4Y;HO=;C]B17;K&N#CV],&0$>)T,20H2"%+& MC@!{(SS5;L,,0AP]F1D\F62Y7-'#:'PZT #:?1&[R7DL@5X\8ZXE)1R\>. M>]H%&WK5RZRR!LP7>8HJ1>8^/U!!SK5JY@#R<:QQDML5TF5NKB*X[>],/$>W MV_C?P/[_`(_Q^.K]:_Y_P`/9_Q,JUTI2E*4I2E*4I2E*4I2E*4I2E*4I2E* M4I2E*4I2E*4I2J+\H_~*=&U\J:6/W%>657GMY+?>M_NK[2OEK=5[WZ[WZ[}? MCO>]K2:\5O):W]5OO^6J50$N@)DP^A8*49K>O('DU!'&)N.D^/VEV[']BB M9'5L&DW\7#:EHOOWM`\88P;`+<4'HCCX6M8414][U2K3NU.B6'G`3X,3$<3 M!)SRXIS7*!$`L/`$RF6^MI6.HZ>$@RQDYW>DP;3#4B]@@*(NW%'>0*I3&2:8 M"LUJ$>]2XD,;P_2SQJ\B+"UQ]"DRND%)2KC4+:,BWYQRW4RHURSB]X2%$0]8 M,+/;$N-M!)LDPQ'ZH5)+>Q)Q88KM.@Z`MD1K;CSI:H\D0G'5T$!SJ-9[VPS;&)3H96S(VYW%(LB^1#*,;:19F.R&U2FT'44H!"K6V"^PP0D2%U[7Z[6OY/_ M`)_57VE*H'TFGN1G)_;%Q(_>_@>K\Z_Y_P]G_$RK72E*4I2E*4I2E*4I2E* M4I2E*4I2E*4I2E*4I2E*4I2E*HIORC]TIT;7RII8_<5Y95>>WDM]ZW^ZOM=:H M,"TA!`*4D$2*C0H,0B4$BIDLN2C1(P/2KM44*8XX@/$@V6:L> MXETOUC2\10Y_6? NZ21[@;L7OU>@>+!8P`ZL4K*> M"W'!PBN]Q[?L4]9'O&_@Y(2C4\XI!L)SX,.\PWCH5Q](!M<"9SWXN-!2VX?"Z MQ+==>8(!OC=F._/4B:UD"8<0$GD)4X+,8*QJ^^!P_P!&]",6R5*Y[<*#N"+7 M->'L(OB@DL>Y4-'>N+8^=['V[" N#C>9P0]B!/>^7$9"E20722:V2W6E1*U.T M>*7H>Z8W`G@>L3E-C$9(]P:@Z5W1":4IHEE5V70YH(I2<9W>SC"E7(Y7/`Z% MB@*.BHCJ6[.3X,2"$H,.R%>%';TDMQ9QI',&7S,K%E#+(K`$9`>^'Z&ZS"H M$[`G'P$J'.#%C.MW`7L\B\BFUCK0:%ZAQ=BUQ>`T4$2ZFSWYNX'"'?M7;/"_B MMECU]77:W7;KZNJU^NUNOR>.LE;Z$&L- M9@G:0P8**.)1;P`XY%*B1KL1& (6%"SF:.]A"3N;;CF(Y&Q1X\3(LY"@),?;< MDX/D_&="WL.(@9''&*U@['D. MVQ`.!=).WHWB%RZ'CS+<,@[>)/&Z4GP$<*06N3:^4VKD1$@B7F,3"HVR@38C MKQ2CD#:>8=]MVYO;ZXF=16R)YB".B7LWES[33'/18-SE'N#'N:"U5II)9ML4M MCT_QE^`5X@3([%(F2B=F"=O<>"C17X%7PK.JMC#Q!$(V')'&$Q\OA MO,MR21/['BE))#ICU]\7IC9S4V-U:XIHL6Q,*"KCH_;+K3YJH_E,`^)$5 M``&C/$C'DX1)*>D841JG,$JXA[&X6'J^D@S`:T\0@I3;LC @G83S`0!T)W0:()9!0N;<0TN .JA%5? 8FP5Z;N51 M"1..<^1Q$_@PUD$O1)<<=#PWGXO?3 MY;(]\$RB1W#1>O' M+7;?I6XX+=6ZV%[=MU+„%6O9V6*C''=;/&W*J@? 2:>Y&>WDM]ZW^ZHFE2>X/@Q(B7S3,,71(B))BBT2;>^`G62W&@ER'LF:J;/3L3Z=BVQ\!I[7NL M2'X[= [/D_P`:M3@9K/SGV$\'3(V#6V,%L>VDQN_SVU/L>1+,K8U!%CEUS@UO M(8'+$&IF*T*L'&D&+MX>ZS!+NOAQ3O*CC"V,R&AT\@H1;&8DNG!D=;EE!D@< MD9A6- *%TR!1B6),L%"D0# DT]NK+#<.":&5>K/-.)(9INLC?EYQ@EAK{'>Q9 MNC$R#T![N 9MR=84>L' K8]CD<(7*6%D528F);YIY LTW@)@FD2H3:\?O3#= MRC9AEAC)CEEN*&8Y0K/=TAL9L.MPZM>T&W3SH""'#)/1MVK$Z?:C'+UFA3MU* M=Z`@F1YVU]@K5(EJ5+?O"1'*'C>YV^9A>M[%1AKPVC V_0NSM;8@O MOU98Y7R\?R,@`PH4)@\S1894IVXC=NS4'?C0*[[J+"2@H'W,NZ(1=#M9SQ;!4+&>"F(Y#F7)VNO8E5JL\P/L4CM4ITX#[,59!*6&EA^*H M5? 8IQEV/.3$!RDW@KE8LNQZ?'',V`E3:T;K"7(I2THM@:\F`W2HJZRQ`.Z'4 MV''PTV%;1).E -+ARS0I3HMFG9AGE.EKVOX[>.U4#Z33W(SD_MBXD?O?P/5^=? M\F_X>S_B95KI2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E47Y1^Z M4Z KY4TL?N*\LJO;R6^],_=7F55$@B19MY"<6$K2;J)0U$\>G+:"&K%FKT;);.]` MO;'\M#TRZ.^2\"<@8ML?9:HC@H%0GPT9'"7=`N9V:0F[)"@[F; MR?Y@NEO1620N+'0Q409X2`T0Z) M2++F(S)7?.F12^QP/AK:IX,G4[J$ MCPC) [\#2Q<=&@PV_CQ)%T44\%3##EWC:P5.+N)!..(B2RCSF-(V&TTXZG&*G MS*[@EB)(%<2#<]W>[SS^B:8!+.E`B<3!VVV$:8462#=FA%)9IN58?DWPUD6> M)I8,FM^8<6^Q"W'EVIIF@=B\DY56QXP'-IZ4++KA`2&R,RPA[!W#L;&X6[M!SEQ8BP3K<,"S$*G2]-!JN<=]&!)<3GN-KU9<^LW%U<9XRXE1JWT)*(3&3+> MR'CE%G)F&'00=P1')6A9I6/MG.1E2(X(IH7%XW?2EFL)\147"O>*TDBCC6L$XV%(3@ MTIL@LC)"[9=>@(YQJ[=I'[0RN%G/T7#U=;]4.5PS!&+@9ND?(S>&1S:$#T>B MTK.DD-QIUJF^"(Q'+[(}KPTS7!QT0%(\DUA#!DD-W(IIVR:]P'7)'(`NIR(GT M<&*![NF1(Q5/=_.S M(>U!QCFOC`3N.1[I3+C`.YV-Z51CL%B@Z`>S6"2;F]K- ML>Q-):1M^5N,_$< M\R>0+0.GQSH'II>/O'>*(2>#CS;K<:,8S_B95KI2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E47Y1^Z M4Z KY4TL?N*\LJO;R6^],_=4,E9,,Z,'$_= [+:Z8FV./7,&4CS7D1,[8A=C;DWB9)\! (U" M[M;#@4FK#7"L`S7=6O)MUQO%MWW"1#E9+C?#*/^ M(V/Y0YIL2.FGO?3R]FKV1<)PTV.=X+U6E2.% E)=U!8^:=U>^[C0Z6`B+GC> MI-(I#6W&87Z=P=+2[F.0E)S.B,X{(1@SM?,U*#6 9ZFU1W9LXLA85>`]S.0B MH$YATS/* :62"I}*12!5O9*%IK72EVFAJG<+031MY]2- IF@/!8M)QG>3G3D6 M4[5AT.",$VY&A%^3>3BS%P1KFX5%E6P]P1E+W2.3M'3G?4<"H\ATTXF"ZN0 MH" [\5.5WIF&]!\5<*F9S..1AK"TF*LGKV+Q;IVQP_P`=N<1'!J%$XQUC"!I`M9P`I<;&=)AR+>QP*PV5&?'X6\GR:#;6L4?4B/A"SP+=??`XCS59NAU;18/>3 M6$`V3<<#"=A=!WI'+!N2-[B!:'%&1;E1)],J],&,.?X6*8SU6C;C1VB0>AH ,C.U8JU MAUT\IH)7%/- A#UJ[=M5[00=RPZI>#=2K$_B95KI2E*4I2E*4I2E*4I2E*4I2E*4I2E* M4I2E*4I2E47Y1^Z4Z KY4TL? N*\LJO/;R6^};_=7")C!QH0'K=.:=8B7(E>O>K=KSPROC>/<(1AO5 MC;#%$::\+;MRBV&#!:..%MZAM>PW?NMCB&M:VWN?2;D!RX,^HY,G0+^Z$FC5IPX8V"H6#:H[M3B8CC`7IHB+81VQ5H'1^T4.F;}A?7GI*YQ[J2A}6#)S)Z=FS41R;.(O)=JSSP M57VXY7M?OU\:1X4=EGX28K.(/?%L*V5B\5S7!*W7BSE^_)4N:F'+C4(`AC%LK M5.>:E6`LML(4J,\MVY'GLRRROUFF&HC3BPX1/%\=:`S>3'40$3H8S6U#^B S MH+BW(D$#\! D@Q,X!N62`VG1:=&HNBO=(0P4I[]JJ('}PX@R0GY*S[*_`*/V MPV?. (8VA#58NEJ.]45BPW#B)(^QBMJK5!D236S M7=/*SP$HFMKY&IIAG?88\0L;2KL2EA)22Q1G%"K:MTQ`>@7:+$$:B^B^SI+2ITBGQ+^ M,OZ^+V]2"GMJ= (I\2_C+^OD]_4@I[:G2*?$OXR_KY/?U(*>VITBGQ+^,OZ^3 MW]2"GMJ=(I\2_C+^OD]_4@I[:G2*?$OXR_KY/?U(*>VITBGQ+^,OZ^3W]2"G MMJ= (I\2_C+^OD]_4@I[:G2*?$OXR_KY/?U(*>VITBGQ+^,OZ^3W]2"GMJ=(I\2_C+ M^OD]_4@J%9],;/^`Y+1^EB`]QIXV1IK` R7!KC/O=)S$>S[6@'$9SA'4I' X] MH^"&T<3Y)4*9:P<,';'*$T;5ZQ =013)\=NRWJIC:]K7M?X6=_[LL\LK?[+U 6JI2E*4I2E*4I2E*4I2E*4I2E*4K_V3_`end*"

~~[A23226M0\EYQ3H=:SEUB5.Y,E :@+G$!RJL$J5)4IU&D4"%*I_MI6Y[}>_Y6A'DC.<>1ZB>CBA]LO.,Y>AN6,I*#3L^BL9RMOCAQ>%72UWOB?1)S M0)KNQ)OWJ6V,3CGAO9+M'MMQ$R+Y3A;B%<*5?9+GL,`J=(X8B+)PP:%<1=W& MT#2O}H!;:.#FL2>! MS;=13D6:CXXSV,,9HYM,&4&Q-0%AFAB:.20?M/>0O,<"Q88-7":D(9\_%C/! MNL-5I1D6\"'#R*(\&2KP6I:SK;F%]F*^MO@S%[+8`>9AK\EX:D/3(Q%KR"J? M4J0W$DPR?+H=N?NE/F7$U]+)0[9_*_Y(O:PW`"M5JW(YU>21`X4S'"61)V8D MY!XSCQH`>4HE$.!C\5LN/1K(\U3`U6A:^IKJ'0V; M[^83A;,;E3L=0\XS>;:.DAJE&[K;UZ2=F,*>(%YBR#MA=;L>4]II$5[*VT\BF M09!SLE)NS"SUFHF6VJUI+YGS@1'&\ZD^W2A3.(,1N3")`ZQ8N&8Y-N[_Z0B* MXK8V^X^*Z/?(9DENFMX4]FY$91SF6]^#G#MV<1@$F!=I&.ER=VMGC\C"#& <*,MT1@Y8AXV,&$7(M7 : J7N+9.\TQ$YVRY$F4%,!2A,A)YKUHW5NW1'B+LLI(CU7QX+E71"I%R0D MR^SA92ASC6PYDQY>EX393BC?"\(35)C\%* <66V&HTY10N#$O02[7>.C>/>2?&V.HBW(@[ZN@&2_M(0]B/6_D!ED@926GW$!C@F/CY7*#BQ839(I,&Y4\6FSS^QSA{[MF%M5W0RH,NX*L,(=#H#.'_*/5BS6G:5V;#,?W-V_IB3A1?Y4G)3[5OY+?=*4I2E*4I2E*4I2E*4I2E*4I2E*4I M2E*4I2E*4I2E*4I7'+S6_=8?S\:A!V>'T %OOA^;']=7D%4X:53N;=>O3R^; MK]KKU_E\OW? +4..>T_.OC1QF=2G5QN+LY`ZI#,34NG) M\1Y"L0 !RBV*RRJ.5"``>47@>+N YM LAAR)G'6O$DVEN#@[GU MCF3(4$,A':DII73I9Y!I\>W\0%.#5QI2F]I=X,=OD6NY>2O)24^(HAN,!I'[_D{1/*&8.'(7P<#T;=9B01S8G&(5^!U<%T#=JI'/C2!WAT2TDG5-6N_ MI[3:Q0XC9S=@!U&7D=E"'(Z:Z/"063I:Y5/.S(FAWL9SW?&K4L!+A*7="3A$ M.16R??R#U9DA:]IN)Y.<"&E+GD6]H,,E(Y$3?11.X&^3GZ&>/LYPRA/.D'I7 M/AFRDI483!J1Z4J)3IP,<9$&L:.DM)H5K4Y(2ZV8K`JKX.+7[E]&,;]<;7\O ME]/3K_#T\G7[7P56E*@7#'T?O-S]Z/A1_N?)2IZ4I2E*4I2E*4I2E*4I2E*4 MI2E*4I2E*4I2E*4I2E*4I2E<053AJRKW M5%&$PX9>31)2S@V+=84;NWXXKB=QJ;W81S1I+=UOW:4":^&U:HQP]SI,=R:R MC;JS5)L_O8+&!0$42.&R*`.&# (%A4P6*K$XT6*&#DVQ:0(DB"W9H2(4"%'IV MJEBQ7MTIDJ;5LWJ-NO5AEE;4`N0(#Y%!G3'R0W"\K`S#3TY/!B$M"!PH3;!> M5B@I(K.-0TDSP+,EWZQQI`@(*1ZIO./4A):4:A,K3*]Z,S:'"E*/<\%;Q,< MD,6,]832.5GJ?"CA/M![NT@F4P)OWKE&TBXV^5]W63K()IBB2S=M;8L&+!" M?W3MOWAD><+7A(I./1# B,M(+"`1C[N`#0>G%4!!0F_5KGB_0ER2I(SO<1R M616'0B,?OW*F"]2ER&_2* $\ JGJLO@W",&G,S,01LMY, 4,6.&DV8[3 A(F M;#.+QY)\S2_J>POO:S/%"5LM4?=`N*^"0`D F,#HL="_=?5)C#=JV6[K#'/&V6>%\L,K M9XVRUYY:\\;Y8WRM;+#9AGKSM>_['/'+"_3+'*UL/>LB,F.D@ >^',(:Z)S/ M%J1\`4F5/N326>K{,)&TSVRBSRPRMN+N,^O1"!26W3)4O5:4^ [9YXVOF=K] M?[W_`/K:U5J!<,?1^\W/WH^%'^Y\E*GI2E*4I2E*4I2E*4I2E*4I2E*4I2E* M4I2E*4I2E*4I2E*5QR\UOW6'\_&H0=GA]#1,[X?FQ_75Y!5.&O,?D.TYM3\E M96=C($%#^Q[=GP^HNX_)4CXWQYH3SX+?+H=+F;21_P"I,KPCIR2(#)QJ,")+5E;WJYY:= N?BQROFGL_.5''MW;UH.1W;,3K<\."I.?8]PC3L4 MC)28TNL^)'4<;3AD;93?O)%!R&F6, M`><>P&_V$]"!\8)6M.0+J%28@QY#VA7@U&H^5+/W[`2F2@N M* [8IWO0:W'%FTT[3=\5F#QYYS#R6;U.BW@+?SH,]D4M?QX,,;5T%W,A@?_J MYC#G*1!NI%K<@K<+7.9`8" J]6P7)F139K#H2.G9W[5ANSB5S?;VVL2F0Y/2YX\)Q7L4C3[)NB,+QN05S-M4_'IOYI.15$E#B=SK<2R0S3?/Y&\)2/P0+2"Q?*K%M%" [3T+PHVY97C,H0$^U#:Q M:YR1AMLP&E#M8<3(=]/N%6B#)E>_1I':%RU+BN6)=6VVVT5 MQ_:<<2BVMK;T+F?VY.YV:D>V:C*&Y23IVLD6R.\H83M]\ [537TXLY\Y3=RTEHI'XVBMV@ BG=)+*/NA'OD!L M52G*;;\^.T)XOQ M\0>@\Z[7"JLQDBA437 ./7J]!:W:,E!D0RX!H8@U`Q?00, N2)(9#<+B[]X6 M7S YD1NHD)". <'L\;]H5#,@EPQ#T=VXW%.@`HW%'GJT#MGO5S0XN< AO#$\\'&IW[U2<2&)[Q1?6 M@P?3V@G&',_(S?7.MR`LXO23$H2XBP$5CC MZ4MN`M+8S]#=WF`:RRTAL=QU> [$XA,,!8K4AQ?N%V;>"K`JEQV9?NYJ0D/*Q MT%<5Y"9Y.2GOC&P5.\HK?;7LC?2E]FXR$MPHJ,!DR/%4>>S>)#`2H4H+C"0N MXQX:5]F0;"N1?A.WM&N+NEC:Y+]\ [E4,)9&LO3`#=@YC.(N%'B;2R CMV(SNE*I'WKQ(Q5([\&["PW*R$@L<5K]:.U M@W/81G31K]XP##[E9RG0U"'(\=1+G,IRZ5Q(5*T8& M#KVB//[&PK<2@5L<:H)FC'Z,B!$:AW2S9SH'O=IMIXB=! ,+=0$.XQJCX4 M?[GR4J>E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I7'+S6_=8? MS\:A!V>'T %OOA^;']=7D%6:\N8.>$]LJ.&RRW`/;!!H\BN/,OD#"Q[:IRUF$N-% MEK>RL:[HX21\3V(9`6Z=F9,1/CCY,I90'$QVC4K'RTDY!.0W)N+N0J]6&ER[M<-A.(Y$G':<5>/9ZMYRRNW5^)E?\R5PQ5RY:'(?3M=<^Q)(+J=^\^`=;S8AX MNZ/2J%=K5L@P!PV#,\]*M;HWYNCX P]E"TXP:YRLD/IL\A74?24DG'4^%&+T MW/1P(6LGWNELN%L(&U[R3`TFS6^YV]N:R,7J;SI'ZC(G2EV6MJM8#7`6,70X M8[=KNDF?W8Z(\^9LIU'C\L*EBQRF8IE/=+K//N/3K#Z!^IHIGA*:F1HB:H MTUKA=0\..?)YX_]*\SKH)GUQI64R%W=FU`[W)RL3 M<+EF=9>8F/,T=NU)\TY9DDQ;$_((F1R8B$=^%;E:&Y 1##)!.^*U6IG*\2J M9H:`H==@*3<91X/ MZ)W&R`*841C" <>1;9Y!3]9Y.QUJ``%=3$Q89 "2A),W MT21,! .]QQF$1.ZQ$^.&#T!5R*QR=;J5;6JH]!]6O'5KQUX8XX8XVMCCAC:V M..& O)CCAC:UK8X8V\F& K6MACTQM:UK6M4#X8^C]YN?O1*/]SY*5/2E*4I M2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4I2E*4KCEYK?NL/Y^-0@[/#Z&BW MWP_ C^NKR"J,F'[K,"_3R7ZX^7N> [Z6[JW7*V/2_6^./7*WD^"OSR .=>>K6: MT.X ULNUJB1+!3.EULAO<1M;?"N5U;.T7$QP<$DT2!AX;VA@Y. 9YS/HL/;6 M@08U)TOS6$RO6AUE A79,@\H^=3:=3WTI0,CKF`T)D*:FN%=+#@M>\FT7"DX> MY6D8*1HVNNB<=*#,D=L2LQ(8;#Y&',)`C(]L<#1=0"3##3F!,%; H)\A>?ZA M>M J"4SMM':- N)R<,UF]Q+UDQ6ZCJV/'4[@2!JS`UFNW%ND( MVG3[SG,]4$=N\"(2.5&\6%=([Y+=H8==K4W6G&:@H1O?[OX'/D@Z8`FA#&45Y F'7G#@1N(W(XHT,RCG+Z4A(: MH4V`J >,#Q9C,VC=N'R.NF1.$KS@$Y&PY%XC5(#)CMYM4&?&R&R(.6S"!<\F MAI5:F#XAR3%B5*31Q0#*Q#L+D6Z[2IE1)<`ZMQN32\"&Z.;M5QPG'33P$GE,*I@?,B0@Z6BW 9IQO+4;L+1X`O>1XVRXUFGB]{OU39S MW;@=E`Z4\';X#?\`H%(M>GN4G.5B9,=*\I%?H<([96U1F6>!_C"'1,@@=!VF`M0_C0TW`- MJ8J$/N=4M\670IFE'9K5HEXE4I!CI#9[5%,_8:`D-H".1_/(%NXQ M@76,D8X:(O5C#9).),170UY`AL_RZ?\082:94 IM./!C2!N@%+&LOOQF[%D M5!HMV.I,XL45K$$R3,96- 1E/O:';(3>[^>1 Z+W7'?';COR@*MQR0&WXR}\Q M!JS%.NGD]QR`JC#`C:[@>T&QZR]S?\`":Z[H9#Z>+?Y= M.K'-0O=!8H{BNU28=I!:K}(:@7#'T?O-S]Z/A1_N?)2IZ4I2E*4I2E*4I2E* M4I2E*4I2E*4I2E*4I2E*4I2E*4I2E</D@^*;SO_`(>+ M#SO_`"DO+5/'Q`_%_YW_`,5=Y_)__$O]KS57Q\D'Q3>=_\`%7>7R7_ZR\MO MM7\E4\?$?\4WG?\`._\`57>7D^U;_K+R6\EO);R7^&L.>W+".Y&1!1SYX4>_6]]"5O+>_EOG$OSE1&$HC1(:1N#?,M[B0 M3F`/,0,=/$%S&T`]U-9;B1;I],C7KMR? $H&78XJQZJ^O+-/OQMLQ\MJR4;S: M;@;%9B*X>C*XNM)JYS M*Q \=FCY:/4,W;'9D+`KR"PGM'"L7BW=69)1I2IU"M;M3I/=%DF_9;T6I2E* 54I2E*4I2E*4I2E*4I2E*4I2E?__9 `end~~